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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY FLORIDA

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES,

A.F.L. - C.I.O.,

GENERAL EMPLOYEES LOCAL 199

OCTOBER 1, 2002 - SEPTEMBER 30, 2005

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

- 2. Probationary, exempt, conditional, and regular part-time employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan and other regulations in effect prior to the execution of 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 Union or the County because of race, color, sex, creed, national origin, marital status age, disability, political affiliation, religion, membership in the Union, or for engaging in any lawful Union activities.

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

ARTICLE 6 CHECK OFF

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues and uniform assessments of such employee from his biweekly pay and remit such deduction to the Treasurer of the Union within ten (10) days of the date of deduction. The Union will notify the County, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. The Union will notify the County, in writing, at least ninety (90) days prior to the date any uniform assessment will be deducted. Uniform assessments shall be limited to one (1) request per calendar year. The County, with at least ninety days prior written notice, will provide a payroll deduction for the Union's political action committee. An employee may upon thirty (30) days written notice to the County and the Union revoke his dues deduction. Notice to the County alone shall not be sufficient. Should Chapter 447.303 Florida Statutes be amended, the amendment will supersede the applicable sections of this Article.

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

calendar days after intermediate supervisor's response is due. The Division Director shall respond in writing to the employee with a copy to the Union within seven (7) calendar days.

- Step 4. If the grievance has not been satisfactorily resolved in Step 3 hereof, the aggrieved employee and/or the Union may present the written appeal to the Director of the Department within seven (7) calendar days. The Department Director shall respond to the employee with a copy to the Union within seven (7) calendar days.
- 5. Failure by the employee or the Union to observe the time limits for submission of a grievance at any step will automatically result in the grievance being considered abandoned. Failure by the County to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.
- 6. Each party shall be allowed one (I) extension of time, not to exceed seven (7) calendar days. This extension can be used only once during the grievance. The other party must be notified of the requested extension.
- 7. The parties acknowledge that as a principle of interpretation, employees are obligated to work as directed while grievances are pending.
- 8. All responses required in steps 2, 3, and 4 above shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance on any step of the procedure must contain the reasons for the rejection.

ARTICLE 8 ARBITRATION

- 1. If the decision of the Director of the Department has not satisfactorily resolved the grievance, the Union may request Arbitration, in writing, to the Director of Labor Management no later than (15) fifteen working days after the rendering of the decision, or the expiration of the limit for rendering of the decision by the Director of the Department. Upon receipt of request for Arbitration and in no event later than fifteen (15) working days, the Director of Labor Management shall set in motion the necessary machinery to expedite an early hearing by the Arbitrator.
- 2. The Union shall have the right to any facts or public documents regarding matters upon which arbitration has been requested. The Union shall be able to conduct a full investigation of matters upon which arbitration has been requested. All requests of the Union pursuant to this provision shall be fulfilled within a reasonable period of time after the request is made. As a principle of interpretation, "a reasonable period of time" within the meaning of this provision shall mean within a sufficient time prior to an arbitration hearing to permit the Union to properly prepare its case. When the Union states that they have not had sufficient time to prepare, a postponement shall be requested by the Union.
- 3. At the arbitration hearing, the aggrieved employee shall be accompanied by his Union Representative and such additional non-employee Union Representatives as shall be approved by the Arbitrator.

- 3. Whenever the Employee Relations Department Director determines that an employee is misclassified, the employee shall always be placed in a current, appropriate classification, unless the Employee Relations Department Director determines that there is no existing appropriate classification. In such cases the Employee Relations Department Director shall establish the classification, job description and pay range, which shall be maintained during the term of this Agreement. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was initiated.
- 4. The Employee Relations Department Director's decision shall be final, subject to review by the County Manager.

ARTICLE 10 JOB DESCRIPTION AND APPEAL

- 1. No employees covered by this Agreement shall be required to do work outside their job classifications, except under emergency conditions as declared by the County Manager or his authorized representatives.
- 2. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the County shall discuss with the Union the proposed change in job descriptions. The Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.
- 3. If the Union is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 2 above, request a hearing before the Employee Relations Department Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days.
- 4. 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.
- 5. 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.
- 6. Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees affected, who desire to give such testimony, provided that Union and County will agree on a representative number of employee witnesses to insure a full hearing on the merit of the issues. Appropriate County Management shall appear in support of the proposed changes. The decision of the Employee Relations Department Director shall be final, subject to review by the County Manager.

Resolution of specific matters clearly covered by the contract will be in accordance with the procedures elsewhere described in the contract. Matters relating to the quality and effectiveness of the career public service will be considered to be within the jurisdiction of the Labor-Management Committee structure. The Committee may discuss any topics of mutual concern but shall not be used as a collective bargaining forum to amend or abridge the specific terms of the Collective Bargaining Agreement.

Career employment opportunities for regular part-time employees, training, and cross-training programs, discussion of proposed job classifications, joint discussions of job certifications, and employees required to be on-call are examples of potential subjects for this committee's review.

The Committee may also be involved in matters that affect the efficiency and availability of services provided to the community. Experienced employees, labor and management, may serve on special committees that are responsible for the purchase of sensitive new technology, equipment and supplies; that are considering the reorganizing of space and methods of providing service; that may review the hours of operations, and other vital factors that may contribute to the efficiency and cost-effectiveness of the service.

Recommendations emanating from the committee must be approved by the Employee Relations Department and the County Manager before being implemented. The County Manager's decision shall be final on all recommendations. The County Manager's decision shall not be grievable or arbitrable, or be reviewable through impasse procedures provided for in Chapter 447, F.S.

The County Labor-Management Committees will meet at mutually agreeable times.

Performance Based Compensation Projects

The Union and the County agree to work cooperatively to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a collaborative effort between the County and the Union, to effect meaningful performance based productivity gains, that are designed to enhance the effectiveness and efficiency of the Departments.

Either party shall have the right, at any time during the term of this Agreement, to reopen this Agreement only with respect to Performance Based Compensation Projects. The parties agree that they cannot unilaterally implement changes which would conflict with the terms of this Collective Bargaining Agreement.

ARTICLE 12 UNION STEWARDS AND NON-EMPLOYEE UNION BUSINESS REPRESENTATIVES

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

permitted to attach a written rebuttal to the counseling form by submitting it within ten (10) 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.

- 6. An employee who is absent without authorized leave for three (3) consecutive work days and is considered to have abandoned the position shall have a right to petition the Employee Relations Department Director for a review of the facts in the case. The Employee Relations Department Director shall rule as to whether the circumstances constitute abandonment of position. Only facts concerning the alleged abandonment shall be considered by the Employee Relations Department Director. The Employee Relations Department Director's findings and rulings shall be in writing. The Employee Relations Department Director's decision shall be final and binding.
- 7. The County shall cooperate in a reasonable manner to facilitate the Union's investigation by providing access to public records and documents related to disciplinary action in a timely fashion.
- 8. All disciplinary actions except reprimands will be appealable by the employee, as provided in Section 2-47 of the Miami-Dade County Code, to a Hearing Examiner. The County agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters. The Union may request in writing to the Employee Relations Department Director that a specific Hearing Examiner be removed for cause from the roster of available Examiners.
- 9. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of dismissal, demotion, reduction in grade and suspension through the grievance procedure contained in Article 7 of this Agreement. The Union shall notify the Director of Labor Management for Miami-Dade County in writing no later than fourteen (14) calendar days from the employees receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

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

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

The concerned Department at their sole discretion, may offer to an employee the option of forfeiting accrued annual or holiday leave in lieu of serving a disciplinary suspension. Employees selecting this option, that is authorized and approved by the Department, shall select this option in lieu of appeal. The

ARTICLE 15 PROBATIONARY PERIOD

All full time classified service employees hired, promoted or transferred into bargaining unit classifications shall serve a six (6) month (13 pay periods) probationary period. Effective the beginning of the first pay period in July, 2003, all full-time classified service employees hired, promoted, or transferred into bargaining unit classifications shall serve a twelve (12) month (26 pay periods) probationary period.

An employee who has attained permanent status in a prior classification and is promoted or transferred shall serve a new six (6) month (13 pay periods) probationary period. Effective the beginning of the first pay period in July, 2003, an employee who has attained permanent status in a prior classification and is promoted or transferred shall serve a new twelve month (26 pay periods) probationary period.

A six (6) month (13 pay periods) probationary period may be extended at the option of the Department provided that the total period including extension may not exceed one (1) year (26 pay periods) and the employee has agreed to the extension. The employees' agreement shall be in writing.

ARTICLE 16 EMPLOYEE RESIGNATION

When an employee resigns his employment with the County and fulfills his obligation under the County Personnel Rules, Chapter VIII, Section I, the Personnel Change Document reflecting the termination of employment shall indicate the employee voluntarily resigned and was in "good standing." This Article shall not apply to employees who resign in lieu of disciplinary action.

ARTICLE 17 REGULAR PART-TIME STATUS

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

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

ARTICLE 18 RECRUITMENT AND EMPLOYMENT

The County will encourage and assist current County employees in upgrading themselves and qualifying for a promotion.

Posting of Vacancies - All vacancies for which approved requisitions have been received by the Personnel Services Division shall be posted on a weekly basis in all Departments in which there may be employees eligible to apply. Effective upon ratification of this contract, every reasonable effort will be made to post the notices at least one (1) week prior to the time the vacancy is to be filled. Nothing provided herein shall invalidate or otherwise effect appointment to a vacant position.

is not satisfactory and they hold permanent status in a position in another County department, they will be returned to their original department.

Employees selected for transfer by the receiving department shall be transferred within one pay period of their acceptance whenever possible.

Employees who transfer from County departments to the Public Health Trust shall serve a new probationary period and if their performance is not satisfactory they shall be terminated.

ARTICLE 22 TRANSFERS WITHIN A DEPARTMENT

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

Where portions of departments are transferred from one geographical location to another, senior employees shall be given preference, whenever feasible, in the selection of work location. Nothing provided herein shall prevent temporary assignments to facilitate transfers to or opening of new work locations.

Except in cases of emergency or unforeseen circumstances, the department will give 14 days notice to employees being transferred, reassigned, or having their shifts changed.

ARTICLE 23 LEADWORKER

Leadworkers, as defined in the 2001-02 approved Miami-Dade County Pay Plan, shall not serve as a "Rater" of performance reports of other employees.

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

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

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

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

ARTICLE 24 LAYOFFS, RECALL AND 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

11 years but less than 12 years	30% payment
12 years but less than 13 years	35% payment
13 years but less than 14 years	40% payment
14 years but less than 15 years	45% payment
15 years but less than 16 years	50% payment
16 years but less than 17 years	55% payment
17 years but less than 18 years	60% payment
18 years but less than 19 years	65% payment
19 years but less than 20 years	70% payment
20 years but less than 21 years	75% payment
21 years but less than 22 years	77.5% payment
22 years but less than 23 years	80% payment
23 years but less than 24 years	82.5% payment
24 years but less than 25 years	85% payment
25 years but less than 26 years	87.5% payment
26 years but less than 27 years	90% payment
27 years but less than 28 years	92.5% payment
28 years but less than 29 years	95% payment
29 years but less than 30 years	97.5% payment
30 years or more	100% payment

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

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

ARTICLE 26 ANNUAL LEAVE

- 1. The current Annual Leave Policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect.
- 2. In order to recognize longevity of service, persons with six (6) or more years of continuous full-time County service shall have the following additions to their annual leave:

After six (6) years	Eight (8) hours
After seven (7) years	Sixteen (16) hours
After eight (8) years	Twenty-four (24) hours
After nine (9) years	Thirty-two (32) hours
After ten (10) years	Forty (40) hours
After sixteen (16) years	Forty-eight (48) hours

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

ARTICLE 28 DISABILITY LEAVE

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

ARTICLE 29 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.

ARTICLE 30 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 31 LEAVE WITH PAY

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

- 1. For employees to serve on jury duty. Employees serving on Federal jury duty may retain up to a twenty dollar (\$20.00) daily jury fee and employees serving on State, County, or Circuit jury duty may retain up to a ten dollar (\$10.00) daily jury fee; however, any jury fee received in excess of these amounts shall be retained by the County.
 - 2. To be in attendance at official or educational meetings as directed by the Department.
- 3. Seven (7) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the County. These employees shall be designated in writing to the Department Director and the Director of Labor Management for the County. The employees shall give reasonable notice to their supervisors.

ARTICLE 34 HOLIDAYS

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

New Year's Day Martin Luther King's Birthday President's Day Memorial Day Independence Day Labor Day Columbus Day Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Day
Employee's Birthday
One Floating Holiday

- 2. To be eligible for a paid holiday, an employee must be in a pay status for a full day on his assigned work days that immediately precede and immediately follow the day on which the holiday is observed.
- 3. Regarding the Birthday Holiday, it is to be observed on the day it occurs. If that day is not an employee's normal work day, then it will be observed on the nearest regular work day following the Birthday Holiday. If an emergency situation, as determined by the Department Director, requires an employee to work on his/her birthday, the Birthday Holiday may be delayed for up to six (6) months and another day of the employee's choice, approved by the Department, shall be designated. The Birthday Holiday must be used within six (6) months from the date of the birthday and is not compensable.
- 4. Regarding the Floating Holiday, the Department may require as much as four (4) weeks prior notice. The actual day to be used is subject to the mutual convenience of the employee and the Department. Only full-time employees with more than nine (9) pay periods of County service are eligible for this holiday. This holiday is not compensable and must be used during the Fiscal Year and cannot be transferred from one fiscal year to the next.
- 5. Christmas Eve and New Year's Eve shall not be considered as holidays and they shall be treated as normal work days in all respects during the term of this Agreement.
- 6. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.
- 7. The County shall have the authority to determine and schedule the actual day on which a County recognized holiday will be observed.

ARTICLE 35 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

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

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

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

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

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

Job basis employees shall not be eligible for overtime compensation.

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

ARTICLE 37 WORK SCHEDULING

It is agreed to and understood by the parties to this Agreement that:

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

1.00

- 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 shall make every reasonable effort to rotate schedules within assigned shifts to distribute weekend assignments equally.
- 4. An employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime.
- 5. Work schedules will not be altered by changing the number of hours per day or number of days per week without the consent of the majority of employees affected except as required because of overtime, emergency conditions, or factors beyond the County's control, such as delivery of services to the public based upon a significant change in demand. The Union should be notified by the County in advance of obtaining

Consistent with the need to complete assigned tasks, a job basis employee who is required to work late on a night preceding a work day may not be held to the normal reporting time if approved by an appropriate level supervisor.

ARTICLE 41 EMERGENCY WORK

- 1. When an emergency is declared by the County Manager, and all employees are generally excused from work because of the emergency, those employees required to work during an emergency will be paid in accordance with the provisions under Article 36 Overtime Compensation for all time worked during the emergency. This shall not apply to job-basis personnel.
- 2. The County possess the sole right and authority to take any emergency actions as determined necessary to carry out services and adjust operational requirements during any emergency or extraordinary circumstances as determined solely by the County Manager or his designee(s).

ARTICLE 42 WAGES

First Year 2002-2003

Effective the beginning of the first pay period in July, 2003, all employees in bargaining unit classifications shall receive a four percent (4%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Second Year 2003-2004

Effective the beginning of the first pay period in July, 2004, all employees in bargaining unit classifications shall receive a four percent (4%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

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).

The County agrees that there shall be no selective wage adjustments for any classifications covered by this Agreement, other than those specified, unless it shall first meet and consult with the Union concerning the amount of such adjustments and the reasons therefore.

Employees with permanent status in the following classifications will receive a trades allowance amounting to gross payment of \$20.00 biweekly.

OCCUPATIONAL

CODE	CLASSIFICATION
6118	Automotive Bodyworker
6112	Automotive Mechanic
6120	Construction Equipment Mechanic
6114	Heavy Duty Truck Mechanic
6111	Motorcycle Mechanic
6115	Trash Crane Mechanic

ARTICLE 45 TOOL ALLOWANCE

- 1. Employees in the position classifications of Aircraft Mechanic, Automotive Bodyworker, Automotive Mechanic, Carpenter, Construction Equipment Mechanic, Electrician, Electronic-Electrical Equipment Technician 1, Electronic-Electrical Equipment Technician 2, Heavy Duty Truck Mechanic, Locksmith, Machinist, Maintenance Mechanic, Mason, Motorcycle Mechanic, Plasterer, Plumber, Refrigeration Mechanic, Roadway Lighting Technician, Senior Telecommunication Technician, Telecommunication Installer, Telecommunication Technician, Trash Crane Mechanic, Upholsterer, and Welder who are required by the County to provide their own hand tools in accordance with required tool lists, established and maintained by the County for each classification, will receive \$435.00 net per year as a total tool allowance to be paid in two (2) equal installments on or about May 15, and November 15, of each year.
- 2. Employees in the position classification of Maintenance Repairman (Automotive), who are required by the County to provide their own hand tools in accordance with required tool lists, established and maintained by the County for this classification, will receive \$210.00 net per year as a total tool allowance to be paid in two equal installments on or about May 15, and November 15 of each year.
- 3. Each tool list shall include only those tools that are appropriate for the safe and efficient performance by the employee of the work called for by his job classification. Reasonable substitution of tools shall be permitted with authorization of the supervisor. When changes are made in the list, or new tools required, a reasonable period of time shall be allowed each employee to purchase the tools necessary for him to comply with the tool list covering his job classification. The County shall make no requirements with respect to brand name or place of purchase of required tools, however; standards of quality set by the County must be met. The tool list shall not include tools or equipment heretofore considered and used as shop tools.
- 4. Each employee required by County policy to provide his own hand tools in accordance with the required tool lists shall have such tools available on the job to perform assigned tasks. Employees accept responsibility to use proper tools for particular jobs in accordance with accepted practices or instructions of supervisors. Failure to comply with the requirements of this Article shall result in the loss of the tool allowance for the pay periods in which such noncompliance occurs.

ARTICLE 49 LONGEVITY BONUS

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

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

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

ARTICLE 50 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 51 PAY ADVANCES

An employee may request his vacation pay checks in advance of any scheduled annual leave by submitting a request to the departmental payroll office at least twenty-one (21) calendar days prior to leaving on annual leave.

differential as of October 1, 1979, who are removed from a rotating night shift by the County and reassigned to the day shift and have the night shift differential removed and are subsequently reassigned to a night shift shall receive either the sixty cents (\$.60) per hour or forty cents (\$.40) per hour shift differential whichever is appropriate.

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 54 TIME IN GRADE PROVISION

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

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

8200

ARTICLE 55 SAFE DRIVING AWARDS

An employee who drives or operates mobile equipment fifty percent (50%) of the time in performance of their duties, and possesses a valid drivers license shall receive awards for safe driving, including a pin, annually, with the number of safe driving years thereon. After the fifth year, he will receive an award of FIVE DOLLARS (\$5.00) for each consecutive year of safe driving completed. Should a driver have a preventable accident, he starts over the first day after the accident.

ARTICLE 56 GROUP HEALTH INSURANCE

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

The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations,

ARTICLE 58 SAFETY AND HEALTH

- 1. It is the responsibility of the County to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.
- 2. The County and the Union insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in disciplinary action.
- 3. If an employee believes he is being required to work under unsafe conditions, he shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union Steward may immediately notify the Department Safety Officer and GSA Risk Management Division; (3) file a grievance if no corrective action is taken during that day's work.
- 4. Employees who work at jobs or in areas deemed by the department or Risk Management Division to be dangerous shall be required to wear safety devices and/or equipment designated by Risk Management or the department as necessary for their protection. Such devices and equipment will be provided by the County. When such equipment has been prescribed by the department or Risk Management Division, it shall be furnished by the County at no cost to the employee. Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.

ARTICLE 59 BLOOD BANK AND DONORS

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

ARTICLE 60 ON-THE-JOB INJURY REPORTS

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

ARTICLE 61 BULLETIN BOARDS

The County will furnish the Union with sufficient bulletin board space for up to four (4) Union notices, size 8 1/2" x 14" at each of the agreed locations. The Union shall submit items, other than meeting and election notices, to the Director of Labor Management prior to posting. It is intended for purpose of interpretation that bulletin boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public.

6. The County, upon written request, will provide the Union, at no cost, two (2) sets of labels per calendar year containing the names and addresses of bargaining unit employees. Any additional requests for labels shall be paid for by the Union.

ARTICLE 63 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

- 1. The Union recognizes that management possesses the sole right, duty, and responsibility to operate and manage the County and direct the work force, and the rights, authority, and discretion which the County deems necessary to carry out its responsibilities and missions shall be exercised consistently with these terms. Any term and condition of employment other than wages and benefits not specifically established or modified by this Agreement shall remain solely within the discretion of the employer modify, establish or eliminate. The rights contained in this Article shall be exercised consistently with Article 66-Prevailing Benefits.
- 2. The County reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulations including but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations, not in conflict with the express written provisions of this Agreement. This right and authority shall include but is not limited to the County's right to revise promotional criteria and the duration of promotional eligibility lists.
- 3. These rights and powers include, but are not limited to the authority to:
 - a. Determine the missions and objectives of the County;
 - b. Determine the methods, means and number of personnel needed to carry out Departmental responsibilities;
 - c. Take such actions as may be necessary to carry out services during emergencies declared by the County Manager;
 - d. Direct the work of the employees, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;
 - e. Discipline or discharge employees for just cause;
 - f. The right to make reasonable rules and regulations. The County will inform the Union of any changes in the existing rules and regulations and the establishment of new rules and regulations before such changes are made effective;
 - g. Schedule operations and shifts;
 - h. Introduce new or improved methods, operations and facilities;

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

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

Employees reasonably believed to suffer from substance and/or alcohol abuse may be referred at the departments discretion, to the Employee Assistance Program. However, voluntary participation in a substance or alcohol abuse program shall not preclude the department from taking disciplinary action against the employee for violation of the Miami-Dade County Personnel Rules or Departmental Rules and Regulations.

ARTICLE 65 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements and Memoranda of Understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled Term of Agreement and Reopening. The Parties specifically waive the right to bargain during the term of this Agreement with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE 66 PREVAILING BENEFITS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other benefits of a similar nature currently in effect shall remain in effect under conditions upon which they have previously been granted.

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

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

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

ARTICLE 70 TIME LIMITS

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

ARTICLE 71 GENDER REFERENCE

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

ARTICLE 72 SENIORITY

To the extent feasible in fulfilling its mission and responsibilities and where job performance and job skill factors are equal among affected employees, the departments will give full and fair consideration to employees seniority by classification when determining vacation scheduling, shift assignments, overtime work assignments on a holiday, and training programs.

If requested by the Union, decisions and determinations made under this Article will be a proper subject for a consultation meeting between representatives of the Union, the affected department, and Miami-Dade County Labor Management.

ARTICLE 73 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 increased by \$25.00 biweekly to a total of \$50.00 biweekly.

ARTICLE 74 TERM OF AGREEMENT AND REOPENING

The Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., Local 199 - General Employees, shall be effective October 1, 2002, and continue to September 30, 2005.

Either party shall have the right, in accordance with the provisions of Article 11 Labor Management Committee, during the term of this Agreement to reopen this Agreement only with respect to Performance Based Compensation Projects.

In the event that during the term of this Agreement (October 1, 2002 to September 30, 2005) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article

OCCUPATIONAL TITLE OCC CODE

Abstractor (1227)

Account Clerk (0310)

Adult Day Care Aide (3217)

Aircraft Mechanic (6106)

Airport Network Systems Integrator (5356)

Animal Care Specialist (1209)

Animal Services Clerk (1201)

Architectural Drafter 1 (1028)

Architectural Drafter 2 (1029)

Assistant GSA Broadcast Engineer (6450)

Audio-Visual Aide (0080)

Auto Parts Specialist 1 (0261)

Auto Parts Specialist 2 (0262)

Automatic Transmission Mechanic (6121)

Automotive Bodyworker (6118)

Automotive Emission Controls Inspector (1503)

Automotive Equipment Operator 1 (6205)

Automotive Equipment Operator 2 (6206)

Automotive Equipment Operator 3 (6207)

Automotive Mechanic (6112)

Automotive Service Helper (6110)

Automotive Support Specialist (6123)

Building Code Enforcement Officer

B & Z Field Inspector

Bindery Worker (0240)

Bookmender

Bookmobile Operator

Bridge Operator (6010)

Bridge Repairer (6502)

Bldg Code Enforcement Clerk (2221)

Bldg Enf Collect/Contracts Processor (2202)

Bldg Permit Clerk (2230)

Building Customer Service Representative (2233)

Building Inspector 1 (2105)

Building Inspector 2 (2106)

Building Management Assistant (6438)

Building Management Systems Operator 1 (6433)

Building Management Systems Operator 2 (6434)

OCCUPATIONAL OCC CODE

Computer Operations Specialist 1 (1818) Computer Operations Specialist 2 (1819)

Computer Operations Support Clerk 1 (1800)

Computer Operations Support Clerk 2 (1801)

Computer Operator 2 (1651) Computer Technician 1 (1826)

Concession Attendant 1 (7220) Concession Attendant 2 (7221)

Console Security Specialist (6456)

Construction Cost Estimator 1 (6452) Construction Equipment Mechanic (6120)

Construction Field Representative (6601)

Consumer Protection Enforcement Officer (2534)

Consumer Services Collection Processor (2547)

Consumer Services Licensing Clerk (2514)

Cook 1 (6086) Cook 2 (6087)

Correctional Aide (4519)

Correctional Property Custodian (4515)

Corrections Fire Inspections Specialist (4549)

Counselor For Disabled (3202)

County Commission Clerk 1 (4040)

County Commission Clerk 2 (4041)

County Commission Clerk 3 (4042) Court Record Specialist 1 (4029)

Court Record Specialist 2 (4030)

Courtroom Clerk 1 (4055) Courtroom Clerk 2 (4056)

Courts Evidence Records Specialist (4017)

Courts Procurement Officer

Credit Representative (0306)

Credit Specialist (0308)

Crisis Counselor (3232)

Custodial Worker 1 (6001)

Custodial Worker 2 (6002)

Data Control Clerk (1604)

Data Control Technician 1 (1635)

Data Control Technician 2 (1636)

Data Entry Specialist (0015)

Data Entry Specialist 2 (0016)

OCCUPATIONAL TITLE

OCC CODE

Fire Safety Representative 1 (4131)

Fire Safety Specialist 1 (4134)

Fire Telecommunications Manager (4127)

Fleet Maintenance Operations Coord 2 (6132)

Food Service Worker 1 (6080)

Food Service Worker 2 (6081)

Forensic Investigations Assistant (2954)

Forensic Investigator (2956)

Forensic Material Specialist (2918)

Forensic Medical Transcriptionist (2911)

Forensic Photographer (2942)

Forensic Photography Assistant (2940)

Forensic Records Technician (2905)

Forensic Technician (2950)

GIS Graphics Technician 2 (1621)

Golf Attendant 1 (7238)

Golf Attendant 2 (7239)

Golf Pro Shop Attendant (7236)

Graphic Video Technician (2317)

Graphics Technician 1 (0267)

Graphics Technician 2 (0268)

Graphics Typesetter (0243)

Group Home Houseparent

Group Insurance Representative (1940)

GSA Supply Specialist (0256)

GSA Broadcast Engineer (6451)

GSA Utility Plant Operator (6443)

Guard (6008)

Health Education Aide (3207)

Heavy Duty Crane Operator 1 (6226)

Heavy Duty Crane Operator 2 (6227)

Heavy Duty Truck Mechanic (6114)

Heavy Truck Tire Repairer (6103)

Home Case Aide (3231)

Home Management Aide (3418)

Homeless Case Assistant (0627)

Horticultural Assistant (7248)

Horticultural Specialist (7354)

Housing Inspector I (2155)

Illegal Dumping Enforcement Officer (6324)

Income Evaluation Specialist (0120)

OCCUPATIONAL OCC TITLE CODE MDC-HUD Security Officer (3422) MDHA Real Estate Appr & Relocation Spec (3435) MDHA Field Officer (3438) MDHA Section 8 Leasing & Contracts Spec (3442) MDHA Mortgage Services Processor (3460) MDHA Mortgage Services Representative (3462) MDHA Supply Specialist (3507) MDHA Structural Maintenance Technician (3508) MDHA Compliance Specialist (3542) MDHA Finance Advisor (3545) MDPD Data Security Technician (4363) MDPD Investigation Specialist (4332) MDPD Polygraph Examiner (4242) MDPD School Crossing Guard (4302) MDPD Warrants Technician (4319) MDPD Pedestrian Safety Coordinator (4340) MDTA Parking Enforcement Specialist (8210) MDTA Quality Assurance Specialist (8241) Mechanical Inspector 1 (2145) Mechanical Inspector 2 (2146) Medical Records Practitioner 1 (2026) Messenger (0001) Micro-Computer Specialist (1607) Micrographics Technician 1 (0075) Micrographics Technician 2 (0076) Minicomputer Data Technician (1610) Minicomputer Operator 1 (1612) Minicomputer Operator 2 (1613) Minicomputer Prog/Analyst 1 (1615+) Minicomputer Prog/Analyst 2 (1616) Mortgage Services Processor (3460) Mortgage Services Representative (3462) Mosquito Control Pilot/Mech Fixed & Rotary Wing (1255) Mosquito Control Inspector (1252) Motor Vehicle Repair Enforcement Officer (2545) Motorcycle Mechanic (6111) Museum Attendant 1 (7245) Office Support Specialist 1 (0020) Office Support Specialist 2 (0021)

Offset Lithographer 1 (0245) Offset Lithographer 2 (0247) Offset Lithographer 3 (0249)

Operating Systems Programmer (1850)

OCCUPATIONAL TITLE OCC CODE

Pool & Pump Technician (7254)

Pool/Lake Lifeguard Trainee (7206)

Pool/Lake Lifeguard 1 (7207)

Pool/Lake Lifeguard 2 (7208)

Pool/Lake Lifeguard 3 (7209)

Power Plant Operator (6548)

Power Systems Technician (6550)

Pre-Trial Services Technician (4540)

Procurement Specialist (0277)

Procurement Technician (0275)

Production Control Specialist (1858)

Production Support Analyst

Programmer Assistant (1840)

Programmer 1

Programmer 2

Property Appraiser Clerk (0102)

Property Appraiser Clerk 2 (0103)

Property Evaluation Specialist (0122)

Property Management Assistant (3522)

Psychiatric Attendant (2003)

Public Housing Management Aide (3402)

Public Housing Management Assistant (3405)

Public Service Aide (4301)

Public Works Inspector 1 (1231)

Public Works Inspector 2 (1232)

PWD Community Liaison (1221)

Range Attendant (7217)

Real Estate Evaluator 1 (0110)

Real Estate Evaluator 2 (0111)

Real Estate Specialist (6431)

Realty Change Clerk (0104)

Recording Secretary (0032)

Records Center Clerk 1 (0228)

Records Center Clerk 2 (0229)

Recreation Leader (7301)

Refrigeration/AC Mechanic (6532)

Rehabilitation Construction Specialist (3541)

Rehabilitation Finance Advisor (3545)

Rehabilitative Services Assistant (2800)

Rehabilitative Services Counselor 1 (3049)

OCCUPATIONAL TITLE

OCC CODE

Teacher Assistant 1 (3703)

Teacher Assistant 2 (3704)

Team Metro Code Enforcement Clerk (2703)

Team Metro Collections Clerk

Team Metro Service Representative (2706)

Team Metro Information & Reference Specialist (2707)

Team Metro Outreach Specialist (2710)

Team Metro Neighborhood Compliance Officer (2716)

Telecommunications Installer (1731)

Telecommunications Technician (1732)

Telephone Console Operator 1 (0084)

Telephone Console Operator 2 (0085)

Telephone System Support Specialist (4547)

Teleprocessing Coordinator 1

Teleprocessing Coordinator 2

Tenant Selection Technician (3425)

Title Analyst (1228+)

Toll Collector 1 (1286)

Toll Enforcement Officer (1288)

Traffic Analyst 1 (1090)

Traffic Analyst 2 (1091)

Traffic Maintenance Repairer (1242)

Traffic Signal Technician 1 (1237)

Traffic Signal Technician 2 (1238)

Transit Engineering Micro-Computer OPR (8214)

Transit Field Technician 1 (8276)

Transit Field Technician 2 (8277)

Tree Trimmer (7250)

Tutor (3136)

Upholsterer (6520) Urban Development Aide (Reclass/Temp #9185)

Veterinary Technician (1215)

Victim Services Coordinator (3216)

Video Production Specialist (2332)

Waste Enforcement Officer 1 (6328)

Waste Plant Mechanic (6537)

Waste Plant Electrician (6538)

Waste Radio Operator (6305)

Waste Scale Operator (6312)

Waste Service Clerk 1 (6301)

Waste Service Clerk 2 (6303)

This Agreement signed this18th_ day of	June	, 2002.
	For Miami-Da	ide County
For AFSCME Local 199. General	-	
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Chief Negotiator	Found	Manager
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STATE OF FLORIDA)	
)	SS:
COUNTY OF MIAMI-DADE)	

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-690-02 adopted by said board of County Commissioners

at its meeting held on June 18, 2002

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 15 day of July , A.D. 2002

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

SEALE

Board of County Commissioners Miami-Dade County, Florida

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