

Miami-Dade County, Florida/Public Health Trust and
Service Employees International Union Local 1991
Negotiations
Union Proposal
October 1, 2026

ATTENDING PHYSICIAN

**ARTICLE XXI - MANAGEMENT RIGHTS AND SCOPE OF THIS
AGREEMENT**

- A. It is understood and agreed that the Employer possesses the sole right, duty and responsibility for operation of Employer facilities, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this Agreement.
- B. These rights include, but are not limited to the following:
1. Determine the missions and objectives of the Employer;
 2. Determine the methods, means and number of personnel needed to carry out Employer responsibilities;
 3. Take such actions as may be necessary to carry out services during emergencies declared by the Employer;
 4. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce their hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons;
 5. Discipline or discharge employees for just cause in accordance with applicable sections of the Miami-Dade County Code and the personnel rules of the Employer. The Employer will inform the Union of any changes in the existing rules and regulations before such changes are made effective in accordance with Article VI;
 6. Schedule operations and shifts;
 7. Introduce new or improved methods, operations or facilities;
 8. Hire, promote, transfer or assign employees;
 9. Schedule overtime work as required;
 10. Contract out for goods and services;
 11. Establish health care policy and determine relationships between the Employer and governmental, educational and community agencies.

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to the subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereto, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements and undertakings oral and written, express or implied, or

practices, between the Employer and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

For the PHT

For the Union

