

Memorandum



Date: December 19, 2011

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

From: Carlos A. Gimenez
Mayor 

Subject: Approval of 2011-14 Collective Bargaining Agreement Between Miami-Dade County and the American Federation of State, County and Municipal Employees, General Employees, Local 199

Agenda Item No. 8(F)(1)

Recommendation

It is recommended that the attached 2011-14 Collective Bargaining Agreement (Attachment 1) between Miami-Dade County and the American Federation of State, County and Municipal Employees, General Employees (AFSCME), Local 199, be approved by the Board of County Commissioners.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2011-12 Adopted Budget was predicated on reducing labor costs for employees represented by AFSCME 199 by \$52.5 million. The provisions of this agreement will generate savings of \$34.2 million. Both the County and Union worked collaboratively to identify both contractual and non-contractual savings in order to reach a fiscally responsible agreement that achieves those savings. The identified savings recur for each applicable year of the contract.

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

The remaining balance (\$18.3 million) is associated with an additional five percent contribution to the County's healthcare costs which the Union has opted to bring to the Board of County Commissioners as an impasse item for your consideration under a separate agenda item.

Track Record/Monitor

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

Background

Collective bargaining negotiations produced the attached contract which was ratified by the Union membership and is now being submitted for your approval. This contract represents a fair and equitable

Agreement with the bargaining unit and is the product of good faith negotiations between the parties. It recognizes the services provided by these public servants while ensuring the continued delivery of quality services to the public in a fiscally responsible manner. The following is a summary of the primary contractual and non-contractual changes affecting the employees covered by this agreement (Attachment 2). The terms of this agreement do not impact employees' base pay. By agreeing to furlough days and the temporary forfeiture of supplemental pay, employees will be eligible for merit increases and longevity bonuses during the term of this agreement.

Term of Agreement

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

Seniority Based Layoffs

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

Disability Leave

The County has the right to reopen the agreement to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.

Holidays, Holiday Premium Pay and Leave

Effective upon ratification of this agreement, six holidays and two additional days will be taken as unpaid furlough days. For FY 2011-12, employees who work a full shift on Independence Day will earn an Administrative leave day.

On-Call Pay, Trades Allowance, Tool Allowance, and Other Supplemental Pay

Effective upon ratification of the Agreement the on-call pay provisions, trades allowance, tool allowance, and other supplemental pay as detailed on Exhibit 2 will be suspended.

Either party will have the right to re-open the agreement in June 2013 to negotiate whether these reductions will be continued in the third year of the agreement (FY 2013-14).

Wages

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

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

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

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

Entrance Pay

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

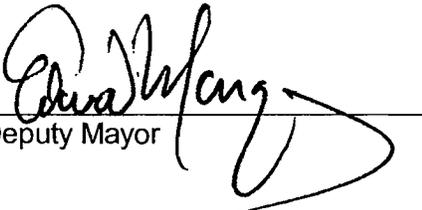
Group Health Insurance

Effective upon ratification of this agreement, the County's contributions to the Flexible Benefits Plan will be suspended through September 30, 2014 and thereafter be reinstated. Employees' 2012 calendar year group health premiums will remain at the 2011 calendar year rate.

Hurricanes

In case of a hurricane warning, consideration will be given to those employees in classifications that are essential to take steps to secure their families, homes and personal property in accordance with the Miami-Dade County Hurricane Preparedness Manual. Attachment 2 is a more detailed summary of all contractual changes under each article of the agreement for your review.

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


Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: December 19, 2011

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

SUBJECT: Agenda Item No. 8(F)(1)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
12-19-11

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING EXECUTION
OF THE 2011-14 COLLECTIVE BARGAINING AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, GENERAL EMPLOYEES, LOCAL 199

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the Mayor's action in executing the attached 2011-14 Collective Bargaining Agreement between Miami-Dade County, and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, in substantially the form attached hereto and made a part hereof. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Mayor for the reasons set forth in the County Mayor's memorandum.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

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

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

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lee

Lee Kraftchick

**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, 2008 11– SEPTEMBER 30, 20114**

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ARTICLE 1 AGREEMENT

This Agreement is made and entered into on the first day of October, 2008~~11~~, by and between Miami-Dade County (hereinafter referred to as the County) and the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., General Employees, Local 199 (hereinafter referred to as the Union). Said Agreement to be effective on the above date provided that it has been ratified by the Union and the Board of County Commissioners of Miami-Dade County, Florida.

All new or amended provisions contained in this Agreement shall be effective upon ratification unless a different effective date is specifically provided for in the affected article.

ARTICLE 2 PURPOSE AND INTENT

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

Upon ratification, the provisions of this Agreement will supersede Personnel Rules, ~~or~~ Administrative Orders, Implementing Order, and/or other rules and regulations in conflict herewith.

ARTICLE 3 RECOGNITION OF UNION

The County recognizes the Union 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 all other terms and conditions of employment.

ARTICLE 4 BARGAINING UNIT

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 1362 is as follows:

Included: All full-time and regular part-time non-professional, non-supervisory personnel employed solely by Miami-Dade County in job classifications specifically defined in Exhibit I. (Attached hereto and made a part hereof by reference).

Excluded: All professional, supervisory, managerial and confidential personnel employed by Miami-Dade County, all employees of the Public Health Trust, and all temporary, seasonal, substitute and emergency personnel employed by Miami-Dade County or the Public Health Trust (as defined in Miami-Dade County Personnel Rules, Chapter III, Section 8 - A, B, C and D) and all other employees.

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, County Leave Manual and other regulations in effect prior to the execution of this Agreement and there shall be no applicability of this contract or change in any of the wages, benefits, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such applicability or changes are specifically stated in this Agreement with reference to such employees.

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

ARTICLE 5 NONDISCRIMINATION

It is agreed that there shall be no discrimination against an employee covered under this Agreement by the Union or the County because of race, color, sex, creed, national origin, marital status age, disability, political affiliation, religion, sexual orientation, 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.

It is agreed and understood that the County, through its Mayor, Department Directors, Division Directors, supervisory employees, and those employees not included in this Bargaining Unit, will take no action to either encourage or discourage membership in the Union. Assistance to any employee in the preparation of either Union membership or withdrawal forms shall constitute a violation of this provision.

Upon ratification of this Agreement, the County shall provide a second payroll deduction for the Union's political action committee (PEOPLE). The first deduction will be considered a low deduction and the second will be considered a high deduction.

ARTICLE 7 GRIEVANCE PROCEDURE

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

2. A "grievance" shall be defined as any dispute arising from the interpretation or application of this Agreement or with respect to terms and conditions of employment, except as otherwise provided in this contract. A class grievance (general grievance) shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances should attempt to name all employees or classifications covered in a grievance. Class grievances, at the option of the Union, may be submitted at Step 2, 3, or 4. When a grievance is filed, the Union and/or grievant will state the alleged violation of the contract claimed, the date, if known, or the approximate date, upon which the violation occurred, the facts of such violation, the Article of the contract violated and the remedy sought by the Union and/or grievant.

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

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

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

Step 2. If after discussion with the immediate supervisor the grievance has not been resolved, the grievance shall be offered in writing and shall be forwarded within seven (7) calendar days by the aggrieved employee and/or Union to the

intermediate supervisor. The intermediate supervisor's response shall be submitted in writing to the employee, with a copy to the Union, within seven (7) calendar days.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee and/or the Union may appeal the grievance to the Director of the Division concerned within seven (7) 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 (1) 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 and Compensation no later than (15) fifteen working days after the rendering of the decision, or the expiration of the time 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 ~~Employee and Labor Management Relations~~ and Compensation 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.

4. 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 court reporter, the arbitrator and all other expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are directly required to assist the principal Union Representative in the conduction of the case. The intent of the parties is to minimize time lost from work.

5. The Arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be final and binding when in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

SELECTION: The arbitrator shall be selected and shall conduct the Arbitration proceedings in accordance with this contract and the labor rules established by the American Arbitration Association.

POWERS: The Arbitration Award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of this Agreement and the Arbitrator shall have no right to amend, modify, nullify, ignore or add, change, or subtract from the provisions of this Agreement.

6. Matters excluded from the GRIEVANCE PROCEDURE under Article 7, Section 3, and determinations covered under Article 9, CLASSIFICATION APPEAL, and Article 10, JOB DESCRIPTIONS, and Article 14, PERFORMANCE EVALUATION AND APPEALS, shall be excluded from arbitration.

ARTICLE 9 CLASSIFICATION APPEAL

1. If an employee has reason to believe he or she is misclassified, based upon a significant change in his or her job duties and responsibilities, the employee may apply for a review of the employee's classification, in writing, to the employee's immediate supervisor. Such reclassification request shall be limited to one (1) request for each

bargaining unit classification held by the employee during the term of this agreement. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to the Personnel Services Division Labor Management and Compensation Section by the employee's department within thirty (30) calendar days of receipt of request. Within sixty (60) calendar days of receipt of the request for reclassification, the Personnel Services Division Labor Management and Compensation Division shall render a decision in writing.

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

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

4. The Human Resources Director's or equivalent position as determined by the County, decision shall be final and binding and not subject to further appeal.

5. The County will notify and confer with the Union of the following classification actions that affects the bargaining unit's classifications prior to finalizing the classification action:

a) Reclassification of a filled position (s) to a new classification outside of the Bargaining Unit.

b) Reclassification of a Bargaining Unit classification to a new classification outside of the Bargaining Unit.

6. In the event that the reclassification of a position is only a title change, the time served in the previously titled position shall be credited to the new classification.

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 Mayor 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 ~~Human Resources Director~~ of Labor Management and Compensation. 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 ~~Human Resources Director~~ of Labor Management and Compensation shall be final.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

Committee Formation

There shall be a Labor Management Committee formed within each Department affected by this Agreement. Said Committee shall consist of members designated by the Union and of members designated by the Department Director of each affected Department. The Union membership of such Committee shall consist of persons from within the position classifications covered by this Agreement and the Management shall consist of persons within the affected department, 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.

Each Department Labor Management Committee shall meet on a monthly basis or at other times by mutual consent. The purpose of these meetings will be to discuss with the employees, problems and objectives of mutual concern not involving grievances or matters which have been the subject of collective bargaining between the parties.

The composition of each Department Labor Management Committee shall consist of not more than ten (10) members designated by the Union and not more than ten (10) members designated by the Department Director.

Efficient Delivery of Quality Services

Miami-Dade County and employees shall fully cooperate in the efficient and effective delivery of quality services.

Employees are encouraged to report suggestions of cost savings or methods of increasing efficiency and purchasing new equipment to the Department Labor Management Committee.

In order to eliminate fear of employees cooperating in improved efficiency, it is understood and agreed the County will endeavor to offer comparable employment to any qualified employee displaced as a result of this program.

Labor Management Cooperation and Quality Service

The County and the Union pledge to work together cooperatively in a mutual determination to build and maintain a career public service that is dedicated to the principle of quality performance on behalf of all the people of Miami-Dade County.

To achieve this goal, the parties agree to establish County Labor-Management Committees composed equally of labor and management members named by Union and Management respectively. These Committees, and subcommittees similarly constituted in the various departments, will operate by consensus and will concern themselves with issues cited below and such other issues as by mutual agreement they choose to consider.

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~~ Labor Management and Compensation and the County ~~Manager~~ Mayor before being implemented. The County ~~Manager's~~ Mayor's decision shall be final on all recommendations. The County ~~Manager's~~ Mayor'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 and Compensation of Miami-Dade County by the Union.

It is agreed to and understood by the parties to this Agreement that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The Supervisor's approval shall not be unreasonably withheld. It is agreed to and understood by the parties to this Agreement that there shall not be more than two hundred (200) stewards within the Bargaining Unit, as herein defined. It is agreed to and understood by the Union that Union Stewards shall process grievances and conduct their other duties in such a manner as to not disrupt normal County activities, work production and services. Distribution of Union Literature shall not be done in work areas during work times.

Every effort will be made, by both the County and the Union, to allow Union Stewards to investigate grievances as rapidly as possible, preferably on the same date as

the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal conduct of employees during work times by Employee Representatives, Union Stewards or Non-employee Union Business Representatives shall not be done without first receiving prior approval from an employee's supervisor. Approval shall not be unreasonably withheld.

In no event shall the Department layoff, discharge or discriminate against a Steward for action taken in the proper performance of his duty as a Steward.

Union Representatives, i.e., Non-employee Union Business Representatives, shall be certified, in writing, to the Director of Labor Management and Compensation for Miami-Dade County by the Union. The Union agrees that activities by the Union Representatives shall be carried out in such manner as not to disrupt normal Departmental activities, work production and services.

ARTICLE 13 DISCIPLINARY ACTION

1. An employee may be disciplined only for just cause.
2. Whenever it is alleged that an employee has violated any rule, regulation, or policy, that employee and the Union shall be notified as soon as possible ~~with the employee being informed of the~~ regarding the specific rule, regulation, or policy allegedly violated. The County agrees that notification of a proposed disciplinary action shall occur within a reasonable period of time following the conclusion of the investigation leading to the disciplinary action. The employee shall have the right to representation in discussions concerning actual or pending Disciplinary Action and shall receive a minimum of two (2) working days notification prior to the scheduled session for Disciplinary Action presentation. Notice of Disciplinary Action shall be presented to the employee as soon as practicable after completion of any investigation. The employee must be allowed the opportunity, if desired, to respond orally or in writing within a reasonable time. The employee's response must become a part of the Disciplinary Action Report and taken into consideration prior to a final determination being made.
3. The County agrees to promptly furnish the Union a copy of any disciplinary action notification against an employee in this Bargaining Unit at the same time the employee receives notification. The notice of disciplinary action shall contain allegations of specific personnel rules violated by the employee.
4. Any Performance Evaluation, Record of Counseling, Reprimand, or document to which an employee is entitled shall not be part of the employee's official record until the employee has been offered or given a copy. The copy offered or given to the employee shall be in paper form.
5. Discipline and/or counseling will normally be carried out in a manner which does not embarrass the employee. Neither formal nor informal counseling is considered to be disciplinary action. An employee being presented a formal counseling may request a representative. Both should be viewed as efforts to improve performance. An employee who receives a formal record of counseling or a disciplinary action report will be

permitted to attach a written rebuttal to the counseling form or respond to the disciplinary charges, by submitting it within ten (10) calendar days from the receipt of the counseling or disciplinary action report. The formal record of counseling or disciplinary action report 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 Human Resources Director or equivalent position as determined by the County for a review of the facts in the case. The Human Resources Director or equivalent position as determined by the County shall rule as to whether the circumstances constitute abandonment of position. Only facts concerning the alleged abandonment shall be considered by the Human Resources Director or equivalent as determined by the County. The Human Resources Director's or equivalent position as determined by the County findings and rulings shall be in writing. The Human Resources Director's or equivalent position as determined by the County, 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 Human Resources Department Director or equivalent position as determined by the County 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 action of dismissal, demotion, reduction in grade and suspensions through the grievance procedure contained in Article 7 of this Agreement. The Union shall notify the Director of ~~Employee and Labor Relations Management and Compensation~~ for Miami-Dade County 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 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 appealed 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 in its 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 documentation of the suspension will be a part of the employee's work record and remain in their personnel file.

10. The County agrees to work with the Union to develop and implement uniform disciplinary action guidelines and mediation procedures to be utilized prior to going to the Miami- Dade County Code, Section 2-47, disciplinary appeal process or arbitration. The developed guidelines shall be a joint venture, representing a collaborative effort between the County and the Union to enhance the effectiveness and efficiency of all County departments.

ARTICLE 14 PERFORMANCE EVALUATION AND APPEALS

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

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

The Human Resources Director or equivalent position as determined by the County, will appoint a three person supervisory 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 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 chairperson. Questions shall also be addressed to employee witnesses by panel members through the chairperson. 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.

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

There shall be no performance evaluation placed in an employee's personnel folder unless he has been first given or offered a copy. An employee's rebuttal to a performance evaluation will be made part of the evaluation record.

When an employee receives an overall Performance Evaluation of satisfactory or better the employee shall receive the merit increase for which they are eligible.

ARTICLE 15 PROBATIONARY PERIOD

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 twelve (12) month (26 pay periods) probationary period.

Termination of the probationary period by a department is final and may not be appealed or grieved. However, it is agreed to and understood between the parties that an employee who previously attained permanent status in another Miami-Dade County job classification will have demotion and retention rights in accordance with the provisions of Miami-Dade County's Personnel Rules and Layoff Procedures Manual.

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.

Part-time positions which result in a regular schedule that is equal to or greater than seventy (70) hours bi-weekly shall be evaluated for conversion to a full-time position as part of the annual budget preparation process.

Within a specific Department, and within a specific classification, and upon successful completion of the pre-employment interview and requirements during the competitive recruitment process, full-time employment preference shall be granted to regular part-time employees who qualify for career employment, provided the part-time employee:

1. Has not been the subject of disciplinary action, repeated formal counseling, or below satisfactory performance evaluations in the previous two years.
2. Has not exhibited poor attendance or incurred excessive unexcused absences during the year prior to the interview, provided that such evaluation of these occurrences is in accordance with the provisions of the Family Medical Leave Act (FMLA).

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~~ Recruitment, Testing and Career Development Division shall be posted physically and on the County's website. Every reasonable effort will be made to post the notices at least one (1) week prior to the time the vacancy needs to be filled. The County's internet usage policy shall reflect employees' authorization and reasonable access to the County's intranet for the purpose of reviewing and applying for vacancies posted on the County's website.

Open Competitive Examinations - Permanent status County employees competing on open competitive examinations who attain a passing score shall receive preference points, based on the number of years of permanent continuous County service computed on the basis of .5 (five/tenths) points added to their score for each year of such service, to a maximum of ten (10) years of such service.

Promotions within the Bargaining Unit - When a job vacancy is frozen and there is a promotional eligible list in effect, the list will be extended for a period of time equivalent to the time period the job vacancy is frozen.

Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection within a reasonable time.

In cases when there is no examination required for a promotion, County policy shall be to consider present employees, provided the employee applying meets all requirements and is fully qualified.

ARTICLE 19 WORK IN HIGHER CLASSIFICATION

An employee who is authorized by the County to temporarily assume the duties of a higher pay status classification for more than five (5) work days in two consecutive pay periods will receive the in-hiring rate of pay for the higher classification or a one (1) pay step increase (whichever is higher) for all hours worked in the higher classification. The maximum out of class compensation shall be limited to thirteen (13) pay periods unless otherwise mutually agreed to by the parties.

ARTICLE 20 ACTING APPOINTMENTS

In the event an employee is placed by department authorization in a position of "acting," pending the establishment of an eligible list, such employee shall be compensated at the in-hiring rate for the class to which they are "acting," provided such rate is at least one (1) pay step higher than they are currently receiving, and further, any time that is spent in the acting title shall not be credited toward probationary time. Employees acting in a classification designated as job basis shall not be eligible for overtime compensation.

ARTICLE 21 TRANSFERS BETWEEN DEPARTMENTS

Employees with permanent status may request a transfer to another County Department. Such request shall be made in writing to the ~~Employee Relations Department~~ Human Resources Director or equivalent position as determined by the County with a copy to the employee's department.

If approved by the ~~Employee Relations Department~~ Human Resources Director or equivalent position as determined by the County and the employee's department, the employee will be placed on the eligible list for his current classification and will be referred for consideration for the next available opening. Employees applying for transfer into non-examination classifications may apply for these positions as they become available. Pay rate of the employee will not be a determining factor in acceptance or rejection of the transfer by the department.

A transfer must be approved by both Department Directors affected and the employee concerned. Transferred employees will serve a normal probationary period in the new position and, if their performance 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. Transfers shall not be utilized in lieu of disciplinary actions; however transfers may be used in conjunction with a disciplinary action. It shall be the right of the Department to transfer employees for reasons that will improve the effectiveness or efficiency of the Department, in accordance with the provisions of this contract. The department will make all reasonable attempts to place employees in a location close to their home.

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 calendar days notice to employees being transferred, reassigned, or having their shifts changed.

ARTICLE 23 LEADWORKER

Upon the ratification of this agreement, the Leadworker supplement shall be suspended.

Leadworkers, as defined in the Miami-Dade County Pay Plan, shall not serve as a "Rater" of performance evaluations 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.

Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. During this time period, the parties have the option to mediate the impasse using a mediator from an agreed upon panel of mediators, provided that such mediation option is initiated on or before June 10, 2013. The mediation will be non-binding and shall conclude no later than June 30, 2013. In the event that the parties are unable to reach

an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013 with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

ARTICLE 24 LAY-OFFS, RECALL AND REEMPLOYMENT RIGHTS

Lay-off, 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. The County agrees to provide the Union with a list of names of the employees being laid-off and such notice shall be sent at the same time that it is issued to the employees so affected.

Whenever lay-off actions occur, permanent status employees shall be given retention preference over probationary, emergency, substitute, or temporary employees occupying a regular budgeted County position in the same classification.

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.

Employees shall be laid-off in accordance with lay-off retention scores based upon seniority in the job classification as provided in the Layoff Procedures Manual for Miami-Dade County, which the parties agree to revise, provided that this policy shall not go into effect until such time as each of the County's other unions agree to conduct layoffs on the same basis. ~~seniority on the job and all performance ratings on file, weighed equally, as provided in the Personnel Procedures Manual Entry Retention List Establishment and County Layoff Procedures Manual. Further, all bargaining unit members shall have the right to exercise all rights contained therein.~~

In the event of a lay-off, full time employees to be separated by lay-off or bumping shall be given the option of accepting a part-time position within the same Department if there is an existing part-time position in the same classification, for which they qualify, as determined by the concerned department and the Human Resources Department or equivalent entity. In the event there is more than one such employee in a given lay-off action, this option shall be offered to employees in order of retention score (highest to lowest), according to the number of part-time slots available. Whenever this option is exercised, part-time employees shall be removed in reverse order of seniority in accordance with their sub-category and within the classification they serve. Employees in part-time positions shall be laid-off on the basis of reverse seniority among other part-time positions within the same job classification and Department only.

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

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

In the event that the County prefers to reduce hours of work in lieu of a lay-off, it shall give the Union the option of either accepting the reduction in their hours of work or having a lay-off of employees.

The County may require that employees bumping into a department as a result of a lay-off related action satisfactorily demonstrate their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed twenty six (26) pay periods, as determined by the concerned Department Director and approved by the ~~Employee Relations Department~~ Human Resources Division. It is understood that employees bumping into a Department as a result of a lay-off related action will receive appropriate orientation and training as determined necessary by the concerned Department. Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position will be allowed to continue to exercise their classified service rights, in accordance with the provisions of the County's Lay-off Procedures Manual.

ARTICLE 25 SICK LEAVE

1. The sick leave policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect.
2. Full-time employees shall earn ninety-six (96) hours of sick leave per year in accordance with the Leave Manual.
3. That portion of a full-time employee's first six (6) days that are unused at the end of the employee's leave year shall be added to the employee's annual leave; the balance shall be deposited in the employee's sick bank.
4. Regular part-time status employee shall be entitled to sick leave on a prorated basis in accordance with the leave manual.

Employees who retire or resign ~~in~~ 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:

<u>Less than 10 years</u>	<u>No Payment</u>
10 years but less than 11 years	25% payment
11 years but less than 12 years	30% payment
12 years but less than 13 years	35% payment
13 years but less than 14 years	40% payment
14 years but less than 15 years	45% payment
15 years but less than 16 years	50% payment
16 years but less than 17 years	55% payment
17 years but less than 18 years	60% payment
18 years but less than 19 years	65% payment
19 years but less than 20 years	70% payment

20 years but less than 21 years	75% payment
21 years but less than 22 years	77.5% payment
22 years but less than 23 years	80% payment
23 years but less than 24 years	82.5% payment
24 years but less than 25 years	85% payment
25 years but less than 26 years	87.5% payment
26 years but less than 27 years	90% payment
27 years but less than 28 years	92.5% payment
28 years but less than 29 years	95% payment
29 years but less than 30 years	97.5% payment
30 years or more	100% payment

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

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
After seventeen (17) years	Fifty-six (56) hours
After eighteen (18) years	Sixty-four (64) hours
After nineteen (19) years	Seventy-two (72) hours
After twenty (20) years	Eighty (80) hours

3. The maximum accumulation of annual leave shall be 500 hours.

4. All employees in this Bargaining Unit shall receive annually, a statement of all leave (annual, sick, and holiday) balances.

5. The County shall notify the employee that he is reaching the maximum amount of allowable annual leave accumulation. The employee shall then be allowed to reduce the annual leave to avoid the loss of excess accumulation of such leave.

6. Within subdivisions of the Department, in setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification. Whenever possible, employees scheduled for annual leave as noted above shall be entitled to use the total amounts of leave earned during the leave year. However, more than two (2) consecutive weeks shall be at the discretion of the Department.

7. Regular part-time status employees shall be entitled to annual leave on a prorated basis in accordance with the County Leave Manual.

ARTICLE 27 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 leave benefits shall obtain advance approval from an appropriate level supervisor prior to using emergency funeral leave.

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.

The County shall have the right to re-open this Agreement to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.

ARTICLE 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, plus \$2,000 in accordance with County policy.

If the deceased employee has at least ten (10) but less than twenty (20) consecutive years of full-time County service, the employee's beneficiary shall receive the equivalent of four (4) weeks normal pay, plus \$4,000 in accordance with County policy. If the deceased employee has twenty (20) or more consecutive years of full-time County service, the employee's beneficiary will receive the equivalent of four (4) weeks normal pay, plus \$6,000 in accordance with County policy.

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 and 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 ~~Employee and Labor Relations~~ Labor Management and Compensation for the County. The employees shall give reasonable notice to their supervisors.

4. The Union President will continue to be released from duty with pay to administer this Agreement. Four (4) additional County bargaining unit employees,

designated in writing by the Union President, to the Director of ~~Employee and Labor Relations~~ Labor Management and Compensation and concerned Department Director will be released from duty with pay to administer this Agreement. It is agreed to and understood between the parties that these four (4) bargaining unit employees, who are designated by the Union President for release from duty with pay to administer this Agreement, shall each be from a different County Department. Employees released from duty with pay under this provision shall be exempted from any layoff action that results in the removal of the employee from the bargaining unit. In the event the incumbent's position is eliminated, the County will make every reasonable attempt to provide Pipeline Assistance to the employee and identify other placement options within the bargaining unit.

5. Employees designated by the Union to attend Union functions. The total amount of time granted to all employees cumulatively seeking leave under this provision shall not exceed eighty (80) working days for bargaining unit employees in any contract year.

6. Administrative Leave shall be granted to employees to take County Civil Service exams and to appear for job interviews in connection therewith.

7. The Union President and any additional employees released from duty with pay to administer this agreement shall receive an overall performance evaluation rating which shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity.

ARTICLE 32 LEAVE OF ABSENCE WITHOUT PAY

The Department Director may grant a leave of absence to an employee with permanent status for a period not to exceed one (1) year. Leaves of absence may be granted for sickness and disability, for religious holidays, to engage in a course of study, to accept an exempt position and for other good and sufficient reasons in the best interest of the County service. Leaves of absence to enter the exempt service, if requested by the employee and approved by the Department Director, shall be of indefinite length. Upon request of the Union, three (3) employees may be granted leave without pay to serve as a business representative of the Union.

Requests for extension of a leave of absence beyond the period initially approved shall require the approval of the Department Director and the ~~Employee Relations Department~~ Human Resources Director or equivalent position as determined by the County.

ARTICLE 33 VOTING

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

precinct and the employee's work schedule shall be considered in scheduling time off. Whenever possible, scheduling of such voting time will be posted as early as ten (10) working days prior to the date of the election.

CONDITIONS

1. The employee must be a registered voter; and
2. Must be scheduled for a shift of at least eight (8) hours duration on election day; and
3. More than one-half (1/2) of the hours of the scheduled shift must be between 7:00 a.m. and 7:00 p.m. on election day.

ARTICLE 34 HOLIDAYS

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

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's 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 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 FY and cannot be transferred from one FY 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.

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

<u>FY 11-12</u>	<u>FY 12-13</u>	<u>FY 13-14</u>
<u>New Year's Day</u>	<u>Columbus Day</u>	<u>Columbus Day</u>
<u>Martin Luther King's Birthday</u>	<u>Veteran's Day</u>	<u>Veteran's Day</u>
<u>President's Day</u>	<u>Friday after Thanksgiving</u>	<u>Friday after Thanksgiving</u>
<u>Memorial Day</u>	<u>President's Day</u>	<u>President's Day</u>
<u>Independence Day</u>	<u>Memorial Day</u>	<u>Memorial Day</u>
<u>Labor Day</u>	<u>Labor Day</u>	<u>Labor Day</u>

These holidays shall be designated as unpaid furlough days. The Union agrees that work on a designated furlough day must be authorized in advance by the Department Director or designee. In the event that an employee is scheduled to work on a designated furlough day, and the employee is absent, the absence on the day will be treated as an unpaid furlough day and "unauthorized" until appropriate documentation or explanation is provided to substantiate the absence.

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

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

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

11. For FY 2011-12, employees who work a full shift on Independence Day shall earn an Administrative Leave Day for the above referenced holiday to be used at the mutual convenience of the employee and the Department and in accordance with the County's Leave Manual. Any day of Administrative Leave earned under this provision may only be used within twelve months after it was earned.

ARTICLE 35 HOLIDAY PREMIUM PAY AND LEAVE

1. Except as set forth in Section 8 of Article 34, Holiday Leave shall be a term used to credit employees who are required to work on a holiday. Holiday Leave may be used for the same purpose as annual leave and is payable upon separation. To qualify for Holiday Premium and Leave, an employee must be in a pay status for a full day on his assigned workdays that immediately precede and immediately follow the day on which the holiday is observed.
2. Holiday Leave can be accrued to a maximum of 120 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 the employee's normal workday per holiday. Holiday Leave shall be credited to non-job basis employees as outlined in Parts 5, 6, and 7 of this Section. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing the Holiday Leave.
5. Employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (12) hours Holiday Leave and time and one-half (1 1/2) for all hours worked in excess of forty (40) during that week. An employee required to work under these circumstances will be paid for at least four (4) hours regardless of the actual hours worked.
6. When a holiday falls on a regularly scheduled day off and the employee does not work he/she shall receive eight (8) hours Holiday Leave.
7. When a holiday falls on an employee's regularly scheduled work day, and he/she is required to work on that day, in addition to his/her regular day's pay, shall receive Holiday Leave or straight time pay on an hour for hour basis, with a minimum guarantee of four (4) hours regardless of the number of hours actually worked. Employees who are required to work on a designated furlough day shall be paid straight time pay on an hour for hour basis.
8. Employees who regularly work 4/10 hour days per week shall receive fifteen (15) hours of Holiday Leave under Part 5, above, and ten (10) hours of Holiday Leave Under Part 6, above.
9. The provisions of Article 35 shall be suspended for all holidays designated as unpaid furlough days pursuant to Article 34, Section 8. Consistent with the provisions of Article 34, Section 10, the suspension provided for in this section shall expire effective September 30, 2014.

ARTICLE 36 OVERTIME COMPENSATION

It shall not be the policy of the County to have its employees work frequent or consistent overtime. However, when non-job basis employees are directed to work overtime, in addition to their regular hours, they shall be compensated as follows:

The rate of time and one-half of the normal rate of pay shall be paid for all work authorized to be performed in excess of the normal workday.

Additionally, all work authorized to be performed in excess of the normal work week shall be paid at the rate of time and one-half of the normal rate of pay provided that Overtime hours worked shall not be included in determining the normal work week.

For purposes of interpretation, all hours in pay status shall be considered as hours worked, except for sick leave and annual leave.

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.

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 the employee's consent to a schedule change and will be given the opportunity to consult with the affected employees before they vote on the schedule change issue. This paragraph shall not apply to work areas where the County has traditionally used mixed weekly work schedules on a regular work basis to meet demands for service.
6. This article is to be construed only as a basis for determination of overtime and shall not be construed as a guarantee of work per day or per week; nor is it a limitation upon the County's right to reduce the employee's hours of work in accordance with Article 24 - Layoffs, Recall and Reemployment Rights.
7. The County will have the authority to establish and implement employees work schedules.

ARTICLE 38 CALL-BACK

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

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

ARTICLE 39 ON-CALL

Effective upon ratification the On-Call supplement shall be suspended.

Employees of the Enterprise Technology Services Department (ETSD) Information Technology Department (ITD) in the position classifications of Programmer II, Telecommunications Technician, Senior Telecommunications Technician, Telecommunications Supervisor, Systems Analyst Programmer 1, Systems Analyst

Programmer 2, and Operating Systems Programmer, and Systems Programmer when placed on regular rotating scheduled on-call status by their Department Director or his authorized representative(s) will receive compensation in the amount of two (2) pay steps during such on-call period. As determined operationally necessary by the department, A a beeper or other communication device will be provided for employees placed on this scheduled on-call status.

Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. During this time period, the parties have the option to mediate the impasse using a mediator from an agreed upon panel of mediators, provided that such mediation option is initiated on or before June 10, 2013. The mediation will be non-binding and shall conclude no later than June 30, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013 with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

ARTICLE 40 JOB BASIS

Employees in classification titles designated in the Pay Plan with a plus (+) are assigned to a job basis work schedule. Employees serving in these positions are required to work varying work schedules as necessary to accomplish the required work, and if more than forty (40) hours of work are required, overtime provisions shall not apply.

Job basis employees who were directed to and worked in excess of their normal work schedule shall be granted administrative leave. Such leave may not be granted on an hour for hour basis. However, job basis employees shall receive adequate time off.

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~~ Mayor, 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 possesses 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~~ Mayor or his designee(s).

ARTICLE 42 WAGES

First Year 2008 – 2009

~~Effective the beginning of the last pay period in September 2009, a~~All employees in bargaining unit classifications shall be required to contribute five percent (5%) of base wages from the time of ratification toward the County's cost of coverage for group health care insurance. This provision shall supersede any conflicting provision of Article 56, "Group Health Insurance". The deduction shall be in pre-tax dollars to the extent allowable by law. In addition, the parties agree to submit to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the parties' impasse, the issue of whether employees shall be required to contribute an additional amount, not to exceed five percent (5%) of their base wages, towards the County's cost of health care, effective upon the ratification of this agreement.

Second Year 2009 – 2010

~~Employees in bargaining unit classifications shall not receive a wage adjustment for fiscal year 2009-2010.~~

Third Year 2010 – 2011

~~Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.~~

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 negotiate the adjustments with the Union concerning the amount of such adjustments and the reasons therefore.

Effective January 1, 2014, the monies comprising the health care contribution shall be reinstated to the employees' pay, provided however, that the County shall have the right to re-open this provision of the Collective Bargaining Agreement, in advance, for the purposes of negotiating whether these reductions will be continued. In the event that the County chooses to re-open this provision and the parties are unable to reach an agreement, the dispute shall be submitted to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

ARTICLE 43 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)~~ twelve (12) months (13 26 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay

periods) intervals thereafter based upon satisfactory or above satisfactory job performance.

~~Effective upon ratification of this Agreement, progression through the pay range, merit increases and longevity increases shall be suspended. Effective one year from ratification of this Agreement, progression through the pay range, merit increases and longevity increases shall be restored prospectively only.~~

ARTICLE 44 TRADES ALLOWANCE

Upon the ratification of this agreement, the Trades Allowance shall be suspended.

Employees with permanent status in the following classifications will receive a trades allowance amounting to one (1) additional pay step.

OCCUPATIONAL

	CODE	CLASSIFICATION
Technician	1237	Traffic Signal Technician I
	1238	Traffic Signal Technician II
	1731	Telecommunication Installer
	1732	Telecommunication Technician
	1733	Senior Telecommunication
Technician I	6106	Aircraft Technician
	6508	Carpenter
	6510	Electrician
	6572	Electronic-Electrical Equipment
Technician 2	6573	Electronic-Electrical Equipment
	6506	Locksmith
	6101	Maintenance Mechanic
	6515	Mason
	6516	Painter
	6517	Spray Painter
	6525	Plasterer
	6527	Plumber
	6532	Refrigeration AC Mechanic
	6565	Roadway Lighting Technician
	6540	Sign Painter
	6560	Welder
	6537	Waste Plant Mechanic
	6538	Waste Plant Electrician
	1310	Seaport Hydraulic Mechanic
1311	Seaport Passenger Bridge and Conveyer Technician	

6550
6551

Power Systems Technician
Security Alarm Specialists

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

OCCUPATIONAL

<u>CODE</u>	<u>CLASSIFICATION</u>
6118	Automotive Bodyworker
6112	Light Equipment Technician
6120	Construction Equipment Mechanic
6114	Heavy Equipment Technician
6111	Motorcycle Mechanic

Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. During this time period, the parties have the option to mediate the impasse using a mediator from an agreed upon panel of mediators, provided that such mediation option is initiated on or before June 10, 2013. The mediation will be non-binding and shall conclude no later than June 30, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013 with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

ARTICLE 45 TOOL ALLOWANCE

1 Upon the ratification of this agreement, the Tool Allowance shall be suspended.

42. Employees in the position classifications of Aircraft Technician, Automotive Bodyworker, Light Equipment Technician, Carpenter, Construction Equipment Mechanic, Electrician, Electronic-Electrical Equipment Technician 1, Electronic-Electrical Equipment Technician 2, Heavy Duty Equipment Technician, Locksmith, Maintenance Mechanic, Mason, Motorcycle Mechanic, Plasterer, Plumber, Refrigeration Mechanic, Roadway Lighting Technician, Seaport Passenger Bridges/Conveyor Technician, Seaport Hydraulics Mechanic, Senior Telecommunication Technician, Telecommunication Installer, Telecommunication Technician, 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 \$500.00 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.

23. Employees in the position classification of Maintenance Repairer, Maintenance Repairer (Automotive), and Painter 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 \$300 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.

34. 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.

4.5 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.

56. Employees who are unable to complete a full six (6) month period (13 pay periods) in pay status shall receive the tool allowance prorated on a biweekly basis for all pay periods completed.

Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. During this time period, the parties have the option to mediate the impasse using a mediator from an agreed upon panel of mediators, provided that such mediation option is initiated on or before June 10, 2013. The mediation will be non-binding and shall conclude no later than June 30, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013 with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

ARTICLE 46 UNIFORM ALLOWANCE

Full-time employees who are required by County Department policy to wear a prescribed uniform, which is not provided by the County, shall receive the following uniform allowance:

- a) \$150.00 per year if required to wear a prescribed cover coat, smock or vest in addition to their normal attire.
- b) \$250.00 per year if required to wear a full uniform.

ARTICLE 47 VEHICLES

The County shall have the sole right and authority to determine the assignment of vehicles and to remove the assignment at its discretion. The County ~~Manager~~ Mayor shall have the sole 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 solely by the County.

ARTICLE 48 SALARY SUPPLEMENTS

The following salary pay supplements shall be suspended:

1. Employees in the Property Appraiser Department in job classifications listed in Appendix B of the County Pay Plan who possess a current certification in good standing from the American Society of Appraisers (ASA-Urban), or the American Institute of Real Estate Appraisers (M.A.I.), or the Society of Real Estate Appraisers (SRPA), or the International Association of Assessing Officers (CAE) will receive two (2) pay steps.
2. Employees in the Property Appraiser Department in job classifications listed in Appendix B of the County Pay Plan who possess a current certification in good standing from the American Institute of Real Estate Appraisers (RM), or the Society of Real Estate Appraisers (SRA), or the American Society of Appraisers (ASA-Ad Valorem), (ASA-residential), or the International Association of Assessing Officers (PPS or RES) will receive one (1) pay step.
3. Employees in the Property Appraiser Clerk classification and in those job classifications listed in Appendix B of the County Pay Plan who possess a current Certification of Florida Evaluator in good standing issued by the Florida Department of Revenue will receive one (1) pay step.
4. Employees required by their Department to work an eight (8) hour shift with interim time off which consumes more than one (1) hour will receive one (1) pay step in addition to the normal pay rate. Split shift pay differential will not be included in the payment for any accrued leave upon separation.

Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. During this time period, the parties have the option to mediate the impasse using a mediator from an agreed upon panel of mediators, provided that such mediation option is initiated on or before June 10, 2013. The mediation will be non-binding and shall conclude no later than June 30, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013 with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

ARTICLE 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:

<u>Full-Time Continuous County Service</u>	<u>Years of Completed</u>	<u>Percentage Payment of Base Salary</u>
	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%

~~Effective upon ratification of this Agreement, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this Agreement, the payment of longevity bonuses shall be restored prospectively only.~~

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.

ARTICLE 52 BACK PAY

An employee shall be entitled to recover, without penalty to the County, funds due him by reason of errors in the implementation or administration of the County Pay Plan and other applicable regulations affecting pay. Payroll errors committed by the County of \$50 or 15% of the employee's net pay for the pay period, whichever is greater shall entitle the concerned employee to receive a payroll voucher. Upon notification by the concerned employee, this payroll voucher shall be processed by close of business the next business day whenever possible. All other payroll errors shall be rectified with the employee's next regular paycheck whenever possible.

The County shall be entitled to recover, in a timely manner without interest, all 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 to the employee, or at the minimum rate of fifty dollars (\$50) per pay period, whichever rate is greater. In the case of an employee demonstrated hardship, the minimum rate will be twenty-five dollars (\$25) per pay period. The specific recovery rate shall be determined through an agreement between the concerned employee and the ~~Employee Relations~~ Human Resources Department or equivalent entity, upon notification to the concerned employee. The concerned employee shall have ten (10) calendar days from date of notification to contact the appropriate payroll representative and stipulate to a specific recovery rate in accordance with this contract provision. Failure by the concerned employee to make the necessary arrangements within the specified ten (10) calendar day period shall result in the necessary paycheck deductions being automatically effected by the County at a rate the County deems appropriate.

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

This Article shall be administered in accordance with the applicable Statute of Limitations.

ARTICLE 53 NIGHT SHIFT PAY DIFFERENTIAL

Effective upon ratification of this agreement, Night Shift Pay Differential as described in this section shall be suspended.

Employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 6:00 p.m. and 6:00 a.m. shall be entitled to receive a differential of sixty cents (\$.60) per hour for the entire work shift. Employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate, but not the night shift premium rate. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of forty cents (\$.40) per hour for the entire work shift. Effective the beginning of the first pay period in July 2007, employees assigned to work shifts which have the major portion of

the scheduled hours of work occurring between the shifts of 6:00 PM and 6:00 AM, shall receive a differential of one (1) pay step for the entire work shift. Effective the beginning of the first pay period in July 2007, employees who are assigned to work shifts which are equally divided before and after 6:00 PM, shall receive a differential of sixty cents (\$.60) per hour 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.

Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. During this time period, the parties have the option to mediate the impasse using a mediator from an agreed upon panel of mediators, provided that such mediation option is initiated on or before June 10, 2013. The mediation will be non-binding and shall conclude no later than June 30, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013 with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

ARTICLE 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.

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 driver's 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. Dependent care coverage shall be consistent with state and federal legislative eligibility requirements.

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

The County's flexible benefits program will remain in effect during the term of this Collective Bargaining Agreement. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

1. The County's Group Health Insurance will include a Point of Service/Managed Health Care Group Insurance Plan.
2. The County will provide a \$5.00 biweekly Flex dollar contribution to employees enrolled in a High Option HMO Plan.
3. The County will provide a \$10.00 biweekly Flex dollar contribution to employees enrolled in a Low Option HMO Plan.
4. The County will provide an annual \$1,000 contribution, paid in biweekly increments, for County employees eligible for group health coverage.
5. All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

Effective upon ratification of this Agreement, the County's contributions to the Flexible Benefits Plan, as referenced in paragraphs 2, 3 and 4 of this article shall be suspended through September 30, 2014 and thereafter be reinstated. ~~Such contributions previously provided will be restored one year after ratification of this Agreement is ratified prospectively only, subject to the reopener clause based on economic conditions provided by Article 74.~~

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

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

ARTICLE 57 TRAINING AND TRAINING PROGRAMS

The County and the Union agree that the training and development of employees within this Bargaining Unit is mutually beneficial. The Union will be kept informed of all training programs. The Union may make recommendations to the County relative to the training of employees within this Bargaining Unit. The County will consider recommendations and improvements submitted by the Union. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employees within this Bargaining Unit.

Non-job basis employees required by their department to attend classes or training programs, within the geographical limits of Miami-Dade County, in order to retain their present jobs or position, shall receive the applicable rate of pay for all hours exceeding their regularly scheduled work week. However, at their sole discretion, the Department shall have the option to change, modify or adjust employee's work schedules to allow for training to comprise the normal work week or work day in place of the regularly assigned shift and in this case overtime provisions shall not apply.

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.

The time clock boxes, as long as they are used by the County, may be used for distribution of Union literature, as defined above. The County agrees not to destroy or discard the Union literature contained in the time clock boxes.

ARTICLE 62 SERVICES TO THE UNION

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

a) Names, addresses, classification titles, and social security employee identification numbers.

b) List of employees by occupation.

c) Once every six (6) months a list of new bargaining unit employees hired during the previous six (6) months.

2. The County agrees to furnish the Union twice a year one copy of the B-1 Salary Forecast or its equivalent for employees in this Bargaining Unit.

3. The County agrees to notify the Union within a reasonable period of time and whenever possible within thirty (30) days prior to any public hearing in which personnel matters, relative to this Bargaining Unit, are to be the subject of discussion.

4. The County agrees to provide the Union with the appropriate County website or the following documents and publications (one (1) copy, unless otherwise indicated):

Board of County Commission Agendas
Administrative Orders and Personnel Policy Procedures
Examination Announcements
Training and Benefit Bulletins
Classifications Specifications (3)
Employee Newspapers
Proposed Budget
Final Budget
Table of Organization
Pay Plan (25)
Bargaining Unit Job Descriptions
List of Employees by Seniority (on a yearly basis and including date of hire in the County service as well as date of hire or status date in the classification)

5. Special conferences for important matters will be arranged between the Union President and the ~~Labor Management~~ Director of Labor Management and Compensation, or their designated representatives upon request of either party. Such meeting shall be between at least two (2) representatives of the County and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.
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.
7. The County shall notify the Union of scheduled employee orientations (County and Departmental) and allow the Union to set up a table in the ~~lobby~~ an area of close proximity to the location of the orientation within the permitted building rules of the SPCC building on the day of scheduled orientations for informational purposes only.
8. The County will facilitate the availability of a table for the Union at the County Picnic.
9. The County agrees to provide the Union a bi-weekly list of all Bargaining Unit employees in "out of pay" status. Such list will include the name, department and status code indicating the reason for the employee being deemed "out of pay." Upon return to work/paid status, the employee's dues deduction shall automatically resume unless canceled. Notice of cancelation shall come from the Union via the established dues transmittal process.

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 to 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~~ Mayor;
- 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;
- i. Hire, examine, classify, promote, train, transfer and assign employees;
- j. Schedule and assign overtime work as required;
- k. Contract out for goods or services provided that the County give the Union at least sixty (60) days written notice in

contracting out for services currently being performed by bargaining unit employees. The County will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees. The County agrees that, when a department submits a written recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation shall be sent forthwith to the Union. This clause shall not be construed as a waiver of any other right either party may have under this Agreement or applicable law. Except in emergencies or other situations of immediate need, whenever the department is considering contracting out work that is currently being performed by the bargaining unit, it shall first discuss, when feasible prior to the issuance of the RFP, the intended contract with the Union in a regular or special Labor Management Committee meeting in which the department shall discuss its reasons for the intended contracting. The Union may, within twenty (20) days or less, propose an alternative plan by which the work may be done economically, efficiently and in accordance with required laws and regulations by appropriate members of the Bargaining Unit. The parties agree that any alternative proposal submitted by the Union shall be given full and fair consideration in any decision regarding such contract. The parties agree that consultation with the bargaining unit shall not delay the issuance of the Request For Proposal.

- I. Determine the utilization of technology;
- m. Such other rights, normally consistent with management's duty and responsibility for operation of County services; provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decisions may have on terms and conditions of employment.

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

5. The County, in exercising its rights, will not preclude the Union from raising a grievance for an act which is alleged to violate this Agreement.

ARTICLE 64 TOXICOLOGY AND ALCOHOL TESTING

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

The Departments shall have the right to require Toxicology and Alcohol Testing as part of any provided physical examination.

The Department(s) shall also have the right and 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 suspicion to believe 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.

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 67 APPLICABILITY OF AGREEMENT

The general provisions herein contained are mutually agreed to by the County and the Union. The specific provisions of this Agreement are mutually agreed to by the County and the Union and shall be binding on the County, the Union, or each, as the context may require. Provisions binding upon the County shall be interpreted as binding upon all administrative and other County officials to abide by and perform as specified.

Nothing contained herein shall be interpreted to prevent or restrict the County from entering into agreement with other organizations of County employees for benefits the same, in addition to, greater than, or different from those contained herein.

ARTICLE 68 SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, in the

event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 69 STRIKES AND LOCKOUTS

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

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

It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law. Provided, however, in any action brought by the County, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support such action. In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the County, the Union shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

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

Upon the ratification of this agreement, all pay supplements listed on Exhibit 2 shall be suspended.

Full-time bargaining unit employees will be eligible to receive a \$50.00 biweekly pay supplement. Effective upon ratification of this Agreement, the \$50 biweekly pay supplement shall be suspended through September 30, 2014 and thereafter be reinstated. ~~The \$50 biweekly pay supplement will be restored one year after this Agreement is ratified prospectively only, subject to the reopener clause based on economic conditions provided by Article 74.~~

Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. During this time period, the parties have the option to mediate the impasse using a mediator from an agreed upon panel of mediators, provided that such mediation option is initiated on or before June 10, 2013. The mediation will be non-binding and shall conclude no later than June 30, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013 with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

ARTICLE 74 Hurricanes

In case of a hurricane warning, consideration will be given to those employees (classifications required to work during the hurricane) to take steps to secure their families, homes and personal property in accordance with the Miami-Dade County Hurricane Preparedness Manual .

ARTICLE 74 75 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, ~~2008~~ 2011, and continue to September 30, 2014.

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

In the event that during the term of this Agreement (October 1, 2008~~11~~ to September 30, 2011~~14~~) 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 42 Wages, the Union will have the right to request the reopening of negotiations with respect to Article 42 Wages only.

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

Either party may require by written notice to the other between ~~June~~ April 1, 2011~~14~~, and not later than ~~June~~ May 31, 2011~~14~~, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2011~~14~~. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2011~~14~~ through September 30, 2012~~15~~.

~~Either party has the right to reopen the "Flex Pay" provision of Article 56 and Article 73 of this Agreement on the basis of economic conditions, by written notice to the other party no later than 60 days prior to the effective date of the restoration of these provisions.~~

EXHIBIT 1

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
<u>311 Call Center Specialist</u>	(1188)
<u>311 Senior Call Center Specialist</u>	(1190)
<u>Abstractor</u>	(1227)
<u>Account Clerk</u>	(0310)
<u>Adult Day Care Aide</u>	(3217)
<u>Aircraft Mechanic Technician</u>	(6106)
<u>Airport Network Systems Integrator</u>	(5356)
<u>Animal Care Specialist</u>	(1209)
<u>Animal Services Licensing Clerk</u>	(1201) (1130)
<u>Animal Services Customer Clerk</u>	(1133)
<u>Animal Services Dispatcher</u>	(1132)
<u>Animal Services Disposal Technician</u>	(1149)
<u>Animal Services Code Enforcement Clerk</u>	(1135)
<u>Aquatic Life Support Technician</u>	(7420)
<u>Architectural Drafter 1</u>	(1028)
<u>Architectural Drafter 2</u>	(1029)
<u>ASD Facilities Procurement Specialist</u>	(1143)
<u>Assistant Broadcast Technician</u>	(2333)
<u>Assistant GSA Broadcast Engineer</u>	(6450)
<u>Assistant Utilities Damages Investigator</u>	(5935)
<u>Assistant Zoo Security Supervisor</u>	(7449)
<u>Audio-Visual Aide</u>	(0080)
<u>Auto Parts Specialist 1</u>	(0261)
<u>Auto Parts Specialist 2</u>	(0262)
<u>Automatic Transmission Mechanic</u>	(6124)
<u>Automotive Bodyworker</u>	(6118)
<u>Automotive Emission Controls Inspector</u>	(4503)
<u>Automotive Equipment Operator 1</u>	(6205)
<u>Automotive Equipment Operator 2</u>	(6206)
<u>Automotive Equipment Operator 3</u>	(6207)
<u>Automotive Mechanic</u>	(6112)
<u>Automotive Service Helper</u>	(6110)

OCCUPATIONAL TITLE	OCC CODE
Automotive Support Specialist	(6123)
<u>BCCO Enforcement Clerk</u>	<u>(2603)</u>
<u>Benefits Representative</u>	<u>(1934)</u>
<u>BNC Code Enforcement Clerk</u>	<u>(2221)</u>
<u>BNC Collection Clerk</u>	<u>(2220)</u>
<u>BNC Compliance Officer</u>	<u>(2208)</u>
<u>BNC Contractor Licensing Investigator</u>	<u>(2601)</u>
<u>BNC Information & Referral Specialist</u>	<u>(2207)</u>
<u>BNC Micrographics Records Clerk</u>	<u>(2234)</u>
<u>BNC Permit & Plans Processing Specialist</u>	<u>(2226)</u>
<u>BNC Permit and Occupancy Representative</u>	<u>(2235)</u>
<u>BNC Service Representative</u>	<u>(2206)</u>
<u>Building Enforcement Collection Control Representative</u>	<u>(2200)</u>
<u>Building Code Enforcement Officer</u>	
<u>B & Z Field Inspector</u>	
<u>Bindery Worker</u>	<u>(0240)</u>
<u>Bookmender</u>	
<u>Bookmobile Operator</u>	<u>(7105)</u>
<u>Bridge Operator</u>	<u>(6010)</u>
<u>Bridge Repairer</u>	<u>(6502)</u>
<u>Broadcast Technician</u>	<u>(2350)</u>
<u>Bldg Code Enforcement Clerk</u>	<u>(2221)</u>
<u>Bldg Enf Collect/Contracts Processor</u>	<u>(2202)</u>
<u>Bldg Permit Clerk</u>	<u>(2230)</u>
<u>Bldg Customer Service Representative</u>	<u>(2233)</u>
<u>Bldg Inspector 1</u>	<u>(2105)</u>
<u>Bldg Inspector 2</u>	<u>(2106)</u>
<u>Bldg Management Assistant 1</u>	<u>(6438)</u>
<u>Bldg Management Assistant 2</u>	<u>(6439)</u>
<u>Bldg Management Systems Operator 1</u>	<u>(6433)</u>
<u>Bldg Management Systems Operator 2</u>	<u>(6434)</u>
<u>Bus Shelter Enforcement Officer Specialist</u>	<u>(84467)</u>
<u>Business Relocation Advisor</u>	
<u>Buyer</u>	<u>(0270)</u>

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<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
C & R. Cook 1	(4509)
C & R Pre-Trial Services Technician	(4540)
C & R Supply Specialist	(4552)
C & R Commissary Specialist	(4526)
C & R Inmate Services Technician	(4522)
C & R Investigations Specialist 1	(4535)
C & R Wireless Systems Support Spec	(4546)
Cabinet maker	(7284)
Cable TV Inspector	(2504)
Cadastral Technician	(1017)
Cable TV Inspector	(2504)
Cadastral Technician	(1017)
Camera Image Assembly Technician	(0251)
Capital Inventory Clerk	(0223)
Carpenter	(6508)
Cashier 1	(0301)
Cashier 2	(0302)
Causeway Services Specialist	(1284)
Child Development Assistant	(3220)
Child Services Specialist	(7128)
Claims Adjuster	(1912)
Claims Investigator	(1911)
Claims Representative 1	(1903)
Claims Representative 2	(1904)
Clerk 1	(0010)
Clerk 2	(0011)
Collection & Inspection Representative 1	(0346)
Collection & Inspection Representative 2	(0347)
Collections Finance Enforcement Officer	(0348)
Commercial & Residential Roofing Inspector	(2113)
Commercial Rehabilitation Specialist	(3608)
Commercial Roofing Inspector	(2112)
Commission Reporter	(4044)
Communication Service Representative 1	(1724)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Communication Service Representative 2	(1725)
Communications Broadcast Engineer	(2350)
Communications Design Coordinator	(2319)
Communications Photographer	(2313)
Community Family Service Worker	(3138)
Community Organization Aide	(3741)
Community Youth Worker 1	(3742)
Computer Operator 1 (1650)	(1650)
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 4	(7220 1)
Concession Attendant 2	(7221)
Console Security Specialist 1	(6456)
Console Security Specialist 2	(6459)
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 and Rehab Inmate Services Technician	(4522)
Corrections Fire Inspections Specialist	(4549)
Counselor For Disabled	(3202)
County Commission Clerk 1	(4040)
County Commission Clerk 2	(4041)
County Commission Clerk 3	(4042)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Court Record Specialist 1	(4029)
Court Record Specialist 2	(4030)
Courtroom Clerk 1	(4055)
Courtroom Clerk 2	(4056)
<u>Courts Appearance Bond Special</u>	<u>(4051)</u>
<u>Courts Clerical Operations Specialist</u>	<u>(4050)</u>
<u>Courts Electronic Operations Specialist</u>	<u>(4018)</u>
<u>Courts HR Services Specialist</u>	<u>(4037)</u>
<u>Courts Mail Center Clerk</u>	<u>(4014)</u>
Courts Evidence Records Specialist	(4017)
<u>Courts Procurement Officer Services Assistant</u>	<u>(4036)</u>
Credit Representative	(0306)
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)
Data Operations Support Clerk 2	(1646)
<u>Database Administrator</u>	<u>(1868)</u>
<u>Deering Estate Renovation & Restoration Technician</u>	<u>(7228)</u>
Data Production Control Specialist	(1640)
Data Technical Support Specialist	(1641)
Drafter	(1004)
Driver Attendant	(2832)
Driver-Messenger	(6202)
Duplicating Equipment Operator	(1280)
Election Field Technician	(2402)
<u>Elections Community Information Specialist</u>	<u>(2405)</u>
<u>Elections Logistics Technician</u>	<u>(2414)</u>
<u>Elections Support Specialist</u>	<u>(2404)</u>
Elections Training Technician	(2406)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Electrical Inspector 4	(2125)
Electrical Inspector 2	(2126)
Electrical Sign Inspector	(2160)
Electrician	(6510)
<u>Electronic Document Technician</u>	<u>(0040)</u>
Electronic Parts Specialist	(0206)
Electronic-Electrical Equipment Tech 1	(6572)
Electronic-Electrical Equipment Tech 2	(6573)
Elevator Inspector	(2101)
Eligibility Interviewer	(3001)
Emergency Housing Manager	(3412)
EMS Support Clerk	(4128)
<u>Engineer Survey Technician 1</u>	<u>(1010)</u>
<u>Engineer Survey Technician 2</u>	<u>(1011)</u>
ENCO Enforcement Officer 4	
ENCO Service Clerk	
Energy Management Systems Analyst	(6402)
Energy Management Technician	
Engineering Aide 1	(1010)
Engineering Aide 2	(1014)
Engineering Drafter 1	(1002)
Engineering Drafter 2	(1003)
Engineering Permit Clerk 1	(1013)
Engineering Permit Clerk 2	(1014)
Environmental Technician 1	(6360)
Environmental Technician 2	(6361)
Equal Opportunity Assistant	(3316)
<u>ETSD Information Center Analyst 1</u>	<u>(1706)</u>
ERD Records Technician	(0458)
Family Relocation Advisor	(3512)
Farm Supervisor	(6025)
Finance Collection Specialist	(0308)
<u>Fire & Life Safety Educator</u>	<u>(4156)</u>
<u>Fire & Rescue Administrative Coordinator</u>	<u>(4125)</u>

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Fire Rescue Processing Specialist	(4132)
Fire Rescue Supply Supervisor	(4119)
Fire Rescue Telecommunication Coordinator	(4127)
Fire Safety Representative 1	(4131)
Fire Safety Specialist 1	(4134)
Fire & Life Safety Training Representative	(4131)
Fire Telecommunications Manager	(4127)
Fleet Maintenance Operations Coord 2	(6132)
Fleet Management Clerk	(6124)
Food Service Worker 1	(6080)
Food Service Worker 2	(6081)
Forensic Evidence Recovery Technician	(2916)
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 1	(1810)
GIS Graphics Technician 2	(1621) (1811)
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)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Guard	(6008)
HCD Homeownership Specialist	(3662)
HCD Technician	(3661)
Health Education Aide	(3207)
Heavy Duty Crane Operator 1	(6226)
Heavy Duty Crane Operator 2	(6227)
Heavy Equipment Technician	<u>6114</u>
Heavy Duty Truck Mechanic	(6114)
Heavy Truck Tire Repairer	(6103)
Home Case Aide	(3231)
Home Management Aide	(3418)
Homeless Case Assistant	(0627)
<u>Homeless Trust Control Monitor</u>	<u>(8644)</u>
Horticultural Assistant	(7248)
Horticultural Specialist	(7354)
Housing Inspector I	(2155)
<u>HRD Records Technician</u>	<u>(0458)</u>
<u>HRD Services Clerk</u>	<u>(0451)</u>
Illegal Dumping Enforcement Officer	(6324)
Imaging Records Technician	<u>(4137)</u>
Income Evaluation Specialist	(0120)
Info Technology Intern	(1839)
Information Technology Specialist	(1841)
Insurance Data Technician	(1951)
Interior Design Technician 1	(6479)
Inventory Clerk	(0202)
ITD Information Center Analyst 1	(1706)
JA Mail Center Clerk	(4724)
Job Training Interviewer	(3802)
Job Training Assistant	(3803)
Key Data Operator	(1600)
Laboratory Aide 1	(2810)
Laboratory Aide 2	(2811)
Laboratory Assistant 1	(2820)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Laboratory Assistant-2	(2821)
Laboratory Technician	(2814)
Laborer	(6030)
Landfills System Mechanic	(6536)
Landscape Architectural Drafter 1	(7256)
Landscape Architectural Drafter 2	(7257)
<u>Landscape Maintenance Technician</u>	<u>(7220)</u>
<u>Landscape Services Plans Processor</u>	<u>(2028)</u>
<u>Landscape Technician</u>	<u>(7219)</u>
Legal Claims Representative	(1906)
Liability Claims Investigator	(1909)
Liability Claims Adjuster	(1914)
<u>Liability Legal Claims Investigator</u>	<u>(1912)</u>
<u>Library Aide</u>	<u>(7124)</u>
Library Assistant 1	(7123)
Library Assistant 2	(7124)
Library Assistant 3	(7125)
Library Associate	(7129)
Library Attendant	(7103)
Library Exhibit Technician	(7112)
Library Page	(7120)
<u>Library Transportation Specialist</u>	<u>(7104)</u>
Library Service Representative	
Licensed Practical Nurse	(2805)
<u>Light Equipment Technician</u>	<u>(6112)</u>
Lifeguard 1	(7267)
Lithographic Imaging Technician	(0251)
Locksmith	(6506)
Machinist	(6108)
Mail Center Clerk 1	(0209)
Mail Center Clerk 2	(0211)
Maintenance Mechanic	(6101)
<u>Maintenance Reliability Clerk</u>	<u>(8111)</u>
Maintenance Repairer	(6501)

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<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Maintenance Repairer-Automotive	(6504)
<u>Maintenance Technician</u>	(7253)
<u>Marina Attendant</u>	(7240)
<u>Marina Support Specialist</u>	(9585)
<u>Marine Craft Technician</u>	(4116)
Marine Equipment Operator	(7260)
Mason	(6515)
<u>MDFR Investigations Specialist</u>	(4178)
<u>MDFR Licensing Compliance Technician</u>	(4129)
<u>MDFR Lifeguard 1</u>	(4158)
<u>MDFR Regulatory Affairs Specialist</u>	(4155)
<u>MDFR Staff Scheduler</u>	(4139)
<u>MDPD Compliance Officer</u>	(4377)
<u>MDC-HUD Security Officer</u>	(3422)
<u>MDHA Real Estate Appr & Relocation Spec</u>	(3435)
<u>MDHA Field Officer</u>	(3438)
<u>MDHA Section 8 Leasing & Contracts Spec</u>	(3442)
<u>MDHA Mortgage Services Processor</u>	(3460)
<u>MDHA Mortgage Services Representative</u>	(3462)
<u>MDHA Supply Specialist</u>	(3507)
<u>MDHA Structural Maintenance Technician</u>	(3508)
<u>MDHA Compliance Specialist</u>	(3542)
<u>MDHA Finance Advisor</u>	(3545)
<u>MDPD Data Security Technician</u>	(4363)
<u>MDPD Investigation Specialist</u>	(4332)
<u>MDPD Polygraph Examiner</u>	(4242)
<u>MDPD School Crossing Guard</u>	(4302)
<u>MDPD Warrants Technician</u>	(4319)
<u>MDPHA Field Officer</u>	(3438)
<u>MDPHA Housing Specialist</u>	(3440)
<u>MDPHA Maintenance Specialist</u>	(3510)
<u>MDPHA Mortgage Services Clerk</u>	(3450)
<u>MDPHA Offer Coordinator</u>	(3549)
<u>MDPHA Property Asset Management Assistant</u>	(3572)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
<u>MDPHA Purchasing Specialist</u>	<u>(3546)</u>
<u>MDPHA Purchasing Technician</u>	<u>(3553)</u>
<u>MDPHA Rehab Construction Specialist</u>	<u>(3541)</u>
<u>MDPHA Service Representative</u>	<u>(3462)</u>
<u>MDPHA Structural Maintenance Technician</u>	<u>(3508)</u>
<u>MDPHA Supply Specialist</u>	<u>(3507)</u>
<u>MDPD Pedestrian Safety Coordinator</u>	<u>(4340)</u>
<u>MDTA Parking Enforcement Specialist</u>	<u>(8210)</u>
<u>MDTA Quality Assurance Specialist</u>	<u>(8241)</u>
<u>ME Forensic Evidence & Property Specialist</u>	<u>(2914)</u>
<u>Mechanical Inspector 1</u>	<u>(2145)</u>
<u>Mechanical Inspector 2</u>	<u>(2146)</u>
<u>Medical Records Practitioner 1</u>	<u>(2026)</u>
<u>Messenger</u>	<u>(0001)</u>
<u>Micro-Computer Specialist</u>	<u>(1607)</u>
<u>Micrographics Technician 1</u>	<u>(0075)</u>
<u>Micrographics Technician 2</u>	<u>(0076)</u>
<u>Minicomputer Data Technician</u>	<u>(1610)</u>
<u>Minicomputer Operator 1</u>	<u>(1612)</u>
<u>Minicomputer Operator 2</u>	<u>(1613)</u>
<u>Minicomputer Prog/Analyst 1</u>	<u>(1615+)</u>
<u>Minicomputer Prog/Analyst 2</u>	<u>(1616)</u>
<u>Mortgage Services Processor</u>	<u>(3460)</u>
<u>Mortgage Services Representative</u>	<u>(3462)</u>
<u>Mosquito Control Pilot/Mech Fixed & Rotary Wing</u>	<u>(1255)</u>
<u>MOSQTO Control Fixed & Rotart Wings Pilot/Mechanic</u>	<u>(1255)</u>
<u>MOSQTO Control Inspector/Fixed & Rotary Pilot</u>	<u>(1256)</u>
<u>MOSQUITO Control Aircraft Technician/Inspector</u>	<u>(1258)</u>
<u>Mosquito Control Inspector</u>	<u>(1252)</u>
<u>Motor Vehicle Repair Enforcement Officer</u>	<u>(2545)</u>
<u>Motorcycle Mechanic</u>	<u>(6111)</u>
<u>Museum Attendant 1</u>	<u>(7245)</u>
<u>Museum Security Officer 1</u>	<u>(7608)</u>
<u>Neat Specialist</u>	<u>(1030)</u>

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
<u>Ocean Lifeguard 1</u>	(7267)
<u>Ocean Rescue Communications Support Specialist</u>	(7263)
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)
Painter	(6516)
Paralegal Collection Specialist	(0305)
Park & Recreation Photographer	(7282)
<u>P&Z Agenda Clerk</u>	(9234)
Park Attendant	(7215)
<u>Park Enforcement Specialist</u>	(7222)
<u>Park Ranger</u>	(7227)
<u>Park Security Officer</u>	(7223)
Park Service Aide 4	(7201)
<u>Parking Lot Attendant</u>	(6028)
<u>Parking Violation Bureau (PVB) Liaison</u>	(4048)
<u>Parks Communication Services Coordinator</u>	(7377)
<u>Parks Construction Contract Specialist</u>	(7375)
<u>Park Service Aide 2</u>	(7202)
<u>Senior Park Service Aide</u>	(7203)
<u>Parking Lot Attendant</u>	(6028)
<u>Parks Maintenance Technician</u>	(7253)
Parks Sign/Graphics Artist	(7277)
Parks Sound Technician	(7252)
Parks Special Events Technician	(7255)
<u>Parks Telecommunication Coordinator</u>	(7377)
<u>Parks Utilities Specialist</u>	(7378)
Passenger Trans Enforcement Officer 1	(2520)
Passenger Trans Vehicle Inspector	(2510)
<u>Patient Care Assistant</u>	(4136)
<u>Pedestrian Educational Specialist</u>	(4340)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
PDR Code Enforcement Clerk	(2224)
PDR Enforcement Collect/Contracts Processor	(2202)
PDR Enforcement Officer 1	(2246)
PDR Enforcement Officer 2	(2247+)
PDR Permit Clerk	(2230)
PDR Recording Secretary	(2206)
Personal Property Evaluator 1	(0131)
Personal Property Evaluator 2	(0132)
Personnel-Payroll Services Clerk	(0463)
Personnel-Payroll Technician	(0465)
Personnel Technician	(0402)
<u>Personnel- Payroll Technician WC/Disability</u>	<u>(0469)</u>
<u>Personnel- Payroll Technician-BOS</u>	<u>(0468)</u>
Planning Technician	(2004)
Plans Processing Tech	(2227)
Plasterer	(6525)
Plat Processor	(1006)
Plumber	(6527)
Plumbing Inspector 4	(2135)
Plumbing Inspector 2	(2136)
Police Computerized Report Specialist 1	
Police Computerized Report Specialist 2	(4348)
Police Computerized Report Specialist 3	(4349)
<u>Police Crime Analysis Specialist 1</u>	<u>(4338)</u>
<u>Police Crime Analysis Specialist 2</u>	<u>(4337)</u>
Police Records Specialist 1	(4312)
Police Station Specialist	(4334)
Pollution Control Inspector 1	(1534)
Pollution Control Plan Reviewer 4	(1537)
Pollution Control Plan Reviewer 2	(1538)
Pool & Pump Technician	(7254)
Pool/Lake Lifeguard Trainee	(7206)
Pool/Lake Lifeguard 1	(7207)
Pool/Lake Lifeguard 2	(7208)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Pool/Lake Lifeguard 3	(7209)
Power Plant Operator	(6548)
Power Systems Technician	(6550)
<u>Procurement Contract Technician</u>	<u>(0170)</u>
<u>Procurement Contracting Associate</u>	<u>(0171)</u>
<u>Procurement Technical Assistance Specialist</u>	<u>(0177)</u>
<u>Procurement Vendor Insurance</u>	<u>(0186)</u>
Pre-Trial Services Technician	(4540)
Procurement Specialist	(0277)
Procurement Technician	(0275)
Production Control Specialist	(1858)
Production Support Analyst	(1854)
Programmer Assistant	(1840)
Programmer 1	
Programmer 2	
Property Appraiser Clerk 1	(0102)
Property Appraiser Clerk 2	(0103)
<u>Property Appraiser Field Evaluator</u>	<u>(0107)</u>
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)
<u>Public Works Hydraulic Mechanic</u>	<u>(1013)</u>
<u>Public Works Professional Contracts Specialist</u>	<u>(1036)</u>
<u>Purchasing Specialist</u>	<u>(7272)</u>
<u>PWD Landscape Maintenance Inspector 1</u>	<u>(1250)</u>
<u>PWD Landscape Maintenance Inspector 2</u>	<u>(1251)</u>
<u>PWD Projects Inspector 1</u>	<u>(1223)</u>
<u>PWD Projects Inspector 2</u>	<u>(1224)</u>
Public Works Inspector 1	(1231)
Public Works Inspector 2	(1232)
PWD Community Liaison	(1221)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
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)
Residential Building Inspector	(2110)
Residential Roofing Inspector	(2109)
Resource Center Clerk	(0451)
Right-Of-Way Equipment Operator	(6225)
Risk Management Insurance Representative	(1970)
Risk Management Special Investigator	(1975)
Road Construction Cost Estimator	(1040)
Roadway Lighting Technician	(6565)
Roofing Inspector	(2108)
R-O-W Equipment Operator	(6225)
Safety Technician	(1963)
Sales Membership & Warehouse Specialist 1	(7343)
School Readiness R&R Specialist	(3084)
School Readiness Worker	(3080)
Scuba Equipment Specialist	(4133)
Seaport Construction Insp. Specialist	(1330)
Seaport Crossing Guard	(1323)
Seaport Enforcement Specialist	(1300)
Seaport Exterminator	(1309)
Seaport Construction Inspector	(1329)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Seaport Hydraulics Mechanic	(1310)
Seaport Passenger Bridges/Conveyer Tech	(1311)
Seaport Scale Operator	(1308)
Seaport Security Officer	(1300)
Seaport Terminal Operator <u>Specialist</u>	(1317)
Secretary	(0031)
Section 8 Leasing & Contracts Specialist	(3442)
Security Alarm Technician	(6553)
Semi-Skilled Laborer	(6035)
Senior Cadastral Technician	(1018)
<u>Senior Tax Records Specialist</u>	(0351)
Senior Forensic Technician	(2952)
Senior Park Service Aide	(7203)
Senior Telecommunications Technician	(1733)
<u>Senior Web Developer</u>	(1812)
<u>Senior Web Publisher</u>	(1809)
<u>SFWIB Agenda Clerk</u>	(3825)
<u>SFWIB Quality Assurance Specialist</u>	(3836)
<u>SFWIB Transition Specialist</u>	(3831)
<u>Shared Services Technician</u>	(9559)
<u>Sign Painter</u>	(6540)
SFETC Transition Specialist	(3831)
SFETC Quality Assurance Specialist	(3836)
Sign Painter	(6540)
Social Worker Aide	(3002)
Special Housing Program Field Officer	(3438)
Spray Painter	(6517)
Sprayer	(6044)
Sprayer Helper	(6043)
Stenographic Reporter	(0035)
Stores Clerk	(0201)
<u>Surplus Property Clerk</u>	(0224)
<u>SWIM Instructor</u>	(7213)
<u>SWM Collection Specialist</u>	(6343)

OCCUPATIONAL TITLE	OCC CODE
SWM Enforcement & Collection Clerk	(6327)
Student Houseparent	
Swim Instructor	(7213)
SWM Enforcement Clerk	(6326)
Systems Analyst Programmer 1	(1843)
Systems Analyst Programmer 2	(1844)
Systems Analyst Technician	
Systems Analyst 2	(1683+)
Tax Collection Clerk 1	(0350)
Tax Collection Clerk 2	(0351)
Tax Record Clerk 1	(0353)
Tax Record Clerk 2	(0354)
Teacher Assistant 1	(3703)
Teacher Assistant 2	(3704)
Tax Records Specialist 1	(0349)
Tax Records Specialist 2	(0350)
Telecommunications Infrastructure Specialist	(1736)
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)
Tennis Court Attendant	(7241)
Telephone System Support Specialist	(4547)
Teleprocessing Coordinator 1	
Teleprocessing Coordinator 2	
Tenant Selection Technician	(3425)
Title Analyst	(1228+)
Toll Collector 4	(1286)

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Toll Enforcement Officer	(1288)
Traffic Analyst 1	(1090)
Traffic Analyst 2	(1091)
<u>Traffic Control System Specialist</u>	<u>(1092)</u>
Traffic Maintenance Repairer	(1242)
Traffic Signal Technician 1	(1237)
Traffic Signal Technician 2	(1238)
<u>Transit Support Center Specialist</u>	<u>(8152)</u>
Transit Engineering Micro-Computer OPR	(8214)
Transit Field Technician 1	(8276)
<u>Transit Inventory Control Specialist</u>	<u>(8229)</u>
<u>Transit Support Center Specialist</u>	<u>(8152)</u>
Transit Field Technician 2	(8277)
Tree Trimmer	(7250)
<u>Turf Equipment Mechanic</u>	<u>(7245)</u>
<u>TV Broadcast Engineer</u>	<u>(2351)</u>
<u>TV Graphics Specialist</u>	<u>(2323)</u>
<u>Underwater Maintenance Technician</u>	<u>(6014)</u>
Tutor	(3136)
Upholsterer	(6520)
Urban Development Aide	(Reclass/Temp #9185)
Veterinary Technician	(1215)
Victim Services Coordinator	(3216)
Video Production Specialist	(2332)
<u>Vizcaya Visitor Services Coordinator</u>	<u>(7613)</u>
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	(6203)
<u>Web Designer 1</u>	<u>(1803)</u>
<u>Web Developer</u>	<u>(1808)</u>

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
Web Graphics Technician	(6303)
Web Publisher	(1812)
Welder	(6560)
<u>Wireless System Support Specialist</u>	<u>(4546)</u>
Word Processing Operator 1	(0051)
Word Processing Operator 2	(0052)
Workers Compensation Claims Investigator	(1923)
Workers Compensation Claims Representative	(1925)
Workers Compensation Claims Adjuster	(1929)
Zoning Clerk	(2020)
<u>Zoning Services Inspector</u>	<u>(20301)</u>
<u>Zoning Plans Processor 3</u>	<u>(2024)</u>
<u>Zoning Services Plans Processor</u>	<u>(2021)</u>
<u>Zoning Services Senior Plans Processor</u>	<u>(2024)</u>
<u>Zoo Commissary Keeper</u>	<u>(7403)</u>
<u>Zoo Exhibits Technician</u>	<u>(7418)</u>
<u>Zoning Plans Processor 1</u>	<u>(2022)</u>
Zoo Commissary Keeper	(7403)
<u>Zoo Graphics Artist</u>	<u>(7430+)</u>
Zoo Hospital Attendant	(7468)
Zoo Hospital Clerk	(7470)
<u>Zoo Hospital Technician</u>	<u>(7418)</u>
<u>Zoo Monorail Operator/Guide</u>	<u>(7440)</u>
<u>Zoo Registrar</u>	<u>(7404)</u>
<u>Zoo Security Officer</u>	<u>(7447)</u>
Zookeeper	(7401)

EXHIBIT 2

BARGAINING UNIT: AFSCME LOCAL 199

0.05 -91 (PERC)	5 %
AIRCRAFT TECH FAA AIRFRAME CERT. – 1L (STEP)	1 Step
AIRCRAFT TECH POWERPLANT CERT. – 1K (STEP)	1 Step
APPRAISER OR ASSESSMENT EVALUATOR – 22 (STEP)	2 Step
ASD ASSIGNMENT PAY 1 - 1A (STEP)	1 Step
ASD ASSIGNMENT PAY 2 – 2A (STEP)	2 Step
AUTOMOTIVE TRADE ALLOWANCE –AFSCME 199 – 61 (FLAT)	\$20.00 Biweekly
CAA CERTIFICATION – 0F (STEP)	1 Step
CADASTRIAL TECHNICIAN – 1M (STEP)	1 Step
CAREER DEVELOPMENT 6 – 51 (STEP)	\$55.38 Biweekly
CERTIFICAT.ON OF FL EVALUATORS – 8 (STEP)	1 Step
CERTIFIED PROFESSIONAL SECRETARY – 19 (STEP)	1 Step
CORRECTIONS DEPARTMENT TRADES – Z2 (STEP)	2 Step
COURTROOM CLERK 1 – OZ (STEP)	1 Step
COURTROOM CLERK 1 UNIFIED FAMILY COURT – 1P (STEP)	1 Step
COURTS – PRIMARY CLERK – OW (STEP)	1 Step
COURTS CENTRAL DV INTAKE UNIT – ZH (STEP)	1 Step
DEMOLITION & RENOVATION – 0S (STEP)	1 Step
DERM – SCUBE/UNDERWATER – 0T (STEP)	1 Step
ELECTRONIC COURTROOM – 1C (STEP)	1 Step
GSA – FLA DEPT. INS. – 29 (STEP)	2 Step
HEAVY EQUIPMENT TECH – 1E (STEP)	1 Step
LEADWORKER – 1 (STEP)	1 Step
LEVEL 1 EMERGENCY VEHICLE TECH – 5L (FLAT)	\$19.23 Biweekly
LEVEL 2 EMERGENCY VEHICLE TECH – 5M (FLAT)	\$38.46 Biweekly
LEVEL 3 EMERGENCY VEHICLE TECH – 5N (FLAT)	\$57.69 Biweekly
LIFEGUARD 1 – 0A (STEP)	1 Step
MOSQUITO CONTROL – CERT. – 24 (STEP)	2 Step
NIGHT DIFFERENTIAL – 69 (FLAT)	\$48.00 Biweekly
NIGHT DIFFERENTIAL – 68 (STEP)	1 Step
PARALEGAL/LEGAL ASSISTANT CERT. – ZC (STEP)	1 Step
PROGRAMMER 2 – ON CALL – 25 (STEP)	2 Step
PROPERTY APPRAISER/CERT. EVALUATOR – Z5 (STEP)	1 Step
PURCHASING OR CONTRACTS – 1Z (STEP)	1 Step
STENO REPORTER – CERTIFIED – OC (STEP)	1 Step
TEMPORARY LEADWORKER – 1T (STEP)	1 Step
TRADES ALLOWANCE – NON-UNION – 18 (STEP)	1 Step
TRADES ALLOWANCE – AFSCME 199 – 7 (STEP)	1 Step
TRADES SUPERVISOR CONTRATOR – 0Q (STEP)	1 Step
TRAFFIC TECH/SUPR. BENCH TECHS – OP (STEP)	1 Step
WELDER 6G LEVEL CERT. – WC (STEP)	1 Step

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
A.F.L. – C.I.O.
GENERAL EMPLOYEES, LOCAL 199
OCTOBER 1, 2011 – SEPTEMBER 30, 2014

This Agreement signed this 9th day of November, 2011.

American Federation of State, County
and Municipal Employees,
General Employees, Local 199

Miami-Dade County

Jeanette Lebrecht
Administrator

Carlos A. Gimenez
Mayor

Leon Fuller
Staff

Mary Lou Rizzo
Human Resources Division
Internal Services

Witness

Witness

AFSCME, LOCAL 199
OCTOBER 1, 2011 TO SEPTEMBER 30, 2014

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AFSCME Local 199 General Employees Concessions

Element	Original County Proposal	Union Tentative Agreement	Impact on Employee
Additional 5% Health Contribution	\$18,305,000	\$18,305,000	Reduction of an additional 5% of take home pay; pending BCC vote.
Eliminate COLA (3%)	11,779,000	-	3% of base salary
Freeze Merit	4,625,000	-	Suspension of progression through the pay steps
Freeze Longevity Bonus	2,370,000	-	% of salary based on years of service to eligible employees
Freeze Premium Pay	8,593,000	8,593,000	\$50 Biweekly Pay Supplement
Freeze Flex Pay	6,853,000	6,853,000	\$1,100 per employee per year
Eliminate Paid Holidays (6 Holidays and 2 Floating Furlough Days)		13,523,000	Holiday premium and earned holiday hours suspended in addition to two floating furlough days.
Elimination of all Pay Supplements		4,722,000	Freeze of Pay Supplements with the exception of ASE Certifications
On Call Pay Via PAR		336,000	Reduction of On-Call Payments
Entrance Pay		193,000	All Step 1 entry rates shall be extended from 13 to 26 Pay Periods
Hold Insurance Premiums Flat for 2012	YES	YES	Saves the employee 12% increase in health insurance premiums
Total:	\$52,525,000	\$52,525,000	

ATTACHMENT 2
METRO DADE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199
SUMMARY OF CONTRACTUAL CHANGES

TERMS OF AGREEMENT		Impact
<p>Check Off (Article 6)</p> <ul style="list-style-type: none"> Upon ratification of this agreement, the County will provide a second payroll deduction for the Union's political action committee (PEOPLE). 	<p>Services to the Union</p>	
<p>Classification Appeal (Article 9)</p> <ul style="list-style-type: none"> The County will meet and confer with the Union when reclassifying a filled or unfilled bargaining unit classification outside of the bargaining unit. 	<p>Supports community of interest within bargaining unit</p>	
<p>Disciplinary Action (Article 13)</p> <ul style="list-style-type: none"> The County agrees that notification of a proposed disciplinary action shall occur within a reasonable period of time following the conclusion of the investigation leading to the disciplinary action. The employee will receive a minimum of two (2) working days notification prior to the scheduled session for disciplinary action presentation. An employee being presented a formal counseling may request a representative. The County agrees to work with the union to develop and implement uniform disciplinary action guidelines to be utilized prior to going to the Miami Dade County Code, Section 2-47. 	<p>Ensures employee due process</p>	
<p>Regular Part-Time Status (Article 17)</p> <ul style="list-style-type: none"> Part-time positions which result in a regular schedule that is equal to or greater than seventy (70) hours bi-weekly will be evaluated for conversion to a full-time position. Full time employment preference will be granted to regular part-time employees, who qualify for career employment, provided the part-time employee has not been subject to disciplinary action and has not exhibited poor attendance. 	<p>Ensures consideration of part-time employees for full-time positions</p>	
<p>Work in Higher Classification (Article 19)</p> <ul style="list-style-type: none"> The maximum out of class compensation will be limited to thirteen (13) pay periods unless otherwise mutually agreed to by the parties. 	<p>Efficiency</p>	

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ATTACHMENT 2
METRO DADE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199
SUMMARY OF CONTRACTUAL CHANGES

TERMS OF AGREEMENT		Impact
<p>Transfers Within a Department (Article 22)</p> <ul style="list-style-type: none"> • Transfers will not be utilized in lieu of disciplinary actions. • Transfers may be used in conjunction with a disciplinary action. • Department will make all reasonable attempts to place employees in a location close to their home if a transfer is required. 	<p>Reduces Grievances</p>	
<p>Leadworker (Article 23)</p> <ul style="list-style-type: none"> • Upon the ratification of this agreement, the Leadworker supplement will be suspended. • Either party will have the right to re-open this article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14). • Both parties have the option to mediate the impasse using a mediator. • The mediation will be non-binding. 	<p>Economic Savings</p>	
<p>Layoffs, Recall and Reemployment Rights (Article 24)</p> <ul style="list-style-type: none"> • Whenever layoff actions occur, permanent status employees will be given retention preference over probationary, emergency, substitute or temporary employees. • Employees will be laid-off in accordance with layoff retention scores based upon seniority in the job classification as provided in the Layoff Procedures Manual, which the parties agree to revise the manual provided that this policy will not go into effect until such time as each of the County's other unions agree to conduct layoffs on the same basis. 	<p>Change to Layoff Calculation</p>	
<p>Disability Leave (Article 28)</p> <ul style="list-style-type: none"> • County will have the right to re-open this agreement to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code. 	<p>Future Efficiency</p>	

ATTACHMENT 2
METRO DADE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199
SUMMARY OF CONTRACTUAL CHANGES

TERMS OF AGREEMENT	Impact
<p>Leave with Pay (Article 31)</p> <ul style="list-style-type: none"> • In the event a full time released official's position is eliminated, the County will make every reasonable attempt to provide Pipeline Assistance. • The Union President and any additional employees released from duty with pay to administer this agreement will receive an overall performance evaluation rating which will reflect the average of three overall evaluation ratings received prior to serving in such capacity. 	<p>Clarifies Performance Evaluation Process for Union Officials</p>
<p>Holidays (Article 34)</p> <ul style="list-style-type: none"> • All Bargaining Unit members have elected to suspend pay for six (6) holidays. These holidays are defined as furlough days. • Employees in the Bargaining Unit will be required to take two (2) additional unpaid furlough days. • For FY 2011-12, employees who work a full shift on Independence Day will earn an Administrative leave day. • Effective September 30, 2014 holidays will be reinstated. 	<p>Economic Savings</p>
<p>Holiday Premium Pay and Leave (Article 35)</p> <ul style="list-style-type: none"> • The provisions of Article 35 will be suspended for all holidays designated as unpaid furlough days pursuant to Article 34; this provision will expire effective September 30, 2014. 	<p>Economic Savings</p>
<p>On-Call (Article 39)</p> <ul style="list-style-type: none"> • Effective upon ratification the On-Call supplement will be suspended. • Either party will have the right to reopen this Article to negotiate whether these reductions will be continued in the third year of the Agreement. 	<p>Economic Savings.</p>
<p>Wages (Article 42)</p> <ul style="list-style-type: none"> • The parties have agreed to continue the existing 5% contribution towards the County's cost of health care. • Parties agree to submit to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the parties' impasse, the issue of whether employees will be required to contribute an additional amount, not to exceed five percent (5%) of their base wages. • Effective January 1, 2014 the monies comprising the health care contribution will be reinstated to the employees' pay provided, however, that the County will have the right to re-open this provision. 	<p>Economic Savings</p>

ATTACHMENT 2
METRO DADE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199
SUMMARY OF CONTRACTUAL CHANGES

TERMS OF AGREEMENT		Impact
<p>Entrance Pay (Article 43)</p> <ul style="list-style-type: none"> • Progression from the entrance level pay of step 1 to step 2 will change from six (6) months (13 pay periods) to twelve (12) months (26 Pay periods). 	<p style="text-align: center;">Economic Savings</p>	
<p>Trades Allowance (Article 44)</p> <ul style="list-style-type: none"> • Upon the ratification of this agreement, the Trades Allowance will be suspended. • Either party will have the right to reopen this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14). 	<p style="text-align: center;">Economic Savings</p>	
<p>Tool Allowance (Article 45)</p> <ul style="list-style-type: none"> • Upon the ratification of this agreement, the Tool Allowance will be suspended. • Either party will have the right to reopen this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14). 	<p style="text-align: center;">Economic Savings</p>	
<p>Salary Supplements (Article 48)</p> <ul style="list-style-type: none"> • Salary pay supplements will be suspended. • Either party will have the right to reopen this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14). 	<p style="text-align: center;">Economic Savings</p>	
<p>Nigh Shift Pay Differential (Article 53)</p> <ul style="list-style-type: none"> • Upon ratification of this agreement, Night Shift Pay Differential will be suspended. • Either party will have the right to reopen this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14). 	<p style="text-align: center;">Economic Savings</p>	

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ATTACHMENT 2
METRO DADE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199
SUMMARY OF CONTRACTUAL CHANGES

TERMS OF AGREEMENT	Impact
<p>Group Health Insurance (Article 56)</p> <ul style="list-style-type: none"> • Flex dollars will be suspended through September 30, 2014 and thereafter be reinstated. • County agrees that 2011 calendar year group health insurance premium rates will remain in effect for the 2012 calendar year. • The County and the Union will reopen this agreement to discuss the redesign of the County's health plan for plan year 2013. • Union's participation will be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions. 	<p>Economic Savings</p>
<p>Service to the Union (Article 62)</p> <ul style="list-style-type: none"> • The County will provide the appropriate County website or documents for the following: Bargaining Unit Job Descriptions and List of Employees by Seniority (on a yearly basis). • The County agrees to provide the Union a bi-weekly list of all Bargaining Unit employees in "out of pay" status. • The County will allow the Union to set up a table in an area of close proximity to the location of the new hire orientation within the permitted building rules for informational purposes only. 	<p>Assistance to Union</p>
<p>Management Rights and Scope of This Agreement (Article 63)</p> <ul style="list-style-type: none"> • Whenever the department is considering contracting out work that is currently being performed by the Bargaining Unit, it will first be discussed at a special labor management meeting. 	<p>Efficiency</p>
<p>Special Wage Provisions (Article 73)</p> <ul style="list-style-type: none"> • Upon the ratification of this agreement, all pay supplements listed on Exhibit 2 will be suspended. • Either party will have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14). 	<p>Economic Savings</p>
<p>Hurricanes (Article 74)</p> <ul style="list-style-type: none"> • In case of a hurricane warning, consideration will be given to those employees (classifications required to work during the hurricane) to take steps to secure their families, homes and personal property. 	<p>Employee Preparedness</p>