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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 26, 2014

Special Item No. 2

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Resolution No. R-830-14

Subject: Approval of 2014-2017 Collective Bargaining Agreement Between Miami-Dade County and the American Federation of State County and Municipal Employees, A.F.L.-C.I.O., Miami-Dade County Aviation Department Employees Local 1542

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and ratify the attached 2014-2017 Collective Bargaining Agreement (Agreement) between Miami-Dade County and the American Federation of State County and Municipal Employees, A.F.L.-C.I.O., Miami-Dade County Aviation Department Employees Local 1542 (Union).

The County Mayor is further authorized to effectuate this Resolution by approving and filing this Resolution with the Clerk of the Board. This authorization is necessary to allow this Agreement to be in effect prior to the commencement of FY 2014-15 on October 1, 2014.

This Agreement is awaiting a Union membership ratification vote on September 25, 2014. The Board will be advised of the final results of the Union ratification vote at the time of the consideration of this item at its Special Meeting.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The restoration of all snap back provisions (holidays and holiday premiums, flex benefits, premium pay), valued at $2.516 million, is incorporated in to the FY 2014-15 Adopted Budget. The restoration of night differential, call back, and on-call has an estimated value of $33,000 that will be offset from health plan redesign savings specific to this Union, which totals an estimated $1.657 million. If necessary, a budget amendment will be presented to the Board at a later date to reflect any adjustments required by the modifications in this Agreement.

This Agreement also makes provisions for a cost of living adjustment in FY 2016-17 should established targets for ad valorem revenue growth be met. Each one percent increase in base salary has an estimated impact of $549,000 which would be funded by proprietary fees and charges in the Aviation department..

Track Record/Monitor

The Director of Labor Relations in the Human Resources Department, Mr. Tyrone W. Williams, monitors and oversees the administration of this collective bargaining agreement.

Background

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

One of the more significant changes from the current agreement is the new "Select Network" health insurance option, which is the result of a recommendation to the County Mayor by the Health Care Committee. Furthermore, this Agreement eliminates contractual concessions that the Union agreed to in the 2011-2014 agreement. Employees covered under this Agreement will continue to be eligible for merit increases and longevity bonuses during the term of this Agreement.

The following is a summary of the contractual changes affecting the employees covered by this Agreement.

Term of Agreement
This is a three year contract for the period of October 1, 2014 through September 30, 2017.

Group Health Insurance

- A new "Select Network" Plan will be offered to Union members. The Select Network Plan provides the same level of benefits as the current High Option Health Maintenance Organization (HMO). The Low Option HMO will be discontinued for plan year 2015. For Union members that choose single employee coverage under the Select Network premiums will be at a cost of zero dollars. Single employee coverage for members who wish to continue their current health care plans will pay premiums of ($75.00) for the High Option HMO and ($100.00) for the Point of Service (POS) bi-weekly. The Select Network Plan provides an average of 20 percent reduction in the overall cost of premiums for dependent care, whereas the High HMO and POS dependent care premiums will remain at their current rate for the first plan year of the agreement. Throughout the term of this Agreement there will be a ($0) cost option provided for single employee coverage for members of the bargaining unit.
- Miami-Dade County will create a Health Care Cost Committee.
- Miami-Dade County will formulate a Request for Proposal for a third party administrator for plan year 2016.

Wages
There will be no cost of living adjustment for fiscal years 2014-2015 and 2015-2016.

For fiscal year 2016-2017 a cost of living adjustment may be given, only if both: (a) the sum of the combined Percent Change of Preliminary Taxable Value for Countywide and unincorporated municipal service area (UMSA) for July 1, 2015 equals or exceeds 13 percent; and (b) the sum of the combined Percent Change of Preliminary Taxable Value for Countywide and UMSA for July 1, 2016, equals or exceeds 13 percent. If so, the cost of living adjustment will be increased for members of the Union effective the first pay period in October 2016, in accordance with the following table. In the event the sum of the combined Percent Change of Preliminary Taxable Value for Countywide and UMSA is at least 13 percent for both yearly periods, but is not the same, the cost of living adjustment shall be increased using the higher of the two annual percent increases provided in the table below. For purposes of this Agreement "Percent Change of Preliminary Taxable Value" shall mean the percent change from the prior year preliminary taxable value to the current year's taxable value after new construction as set forth in the Miami-Dade County Property Appraiser's July 1st certification of the preliminary taxable values by taxing authority (See Addendums 1 and 2 to the Agreement).

Percent Change in Taxable Value for Countywide and UMSA combined 2014-15 and 2015-16	COLA Adjustment
13.0 %	1.0 %
13.5 %	1.5 %
14.0 %	2.0 %
14.5 %	2.5 %
15.0 %	3.0 %
15.5 %	3.5 %
16.0 %	4.0 %

This Agreement also contains an automatic "Me Too" clause, which provides that if any other bargaining unit receives a wage adjustment greater than those discussed above during the term of this Agreement, the Union will receive the same adjustment.

Holidays and Holiday Premium Pay
The one holiday that was previously designated furlough day has been reinstated. Holiday premium pay was also reinstated. Additionally, Holiday Leave accrual will be increased from a maximum of 200 to a total of 240 hours for non-job basis employees.

Night Shift Differential
Night shift pay differential has been increased from sixty cents ($.60) to eighty cents ($.80). The funding for night shift will be offset from health plan redesign savings specific to the Union.

Pay Supplement
The $50.00 biweekly pay supplement was reinstated.

Flex Dollars
The County will resume the annual payment of $1,000 of flex dollars distributed in bi-weekly increments to employees eligible for group health insurance. The County will also resume the bi-weekly $5 flex dollars contributions to employees enrolled in the High Option HMO or the Select Network Plan.

Sick Leave
Employees hired before January 1, 2015, will continue to be eligible for 100 percent payout of their accrued unused sick leave after 30 years of service. Employees hired after January 1, 2015, will be eligible for the 100 percent payout after 33 years of service based upon the Florida Retirement System plan changes.

Additionally, bargaining Unit employees with 20 or more years of continuous service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.

Attendance at Meetings
The Union President and Vice President will be released from duty with pay to administer this Agreement and American Federation of State County and Municipal Employees, A.F.L.-C.I.O., Miami-Dade County Aviation Department Employees Local 1542. The Union was given a bank of 2,500 hours to be used by Union representatives to process grievances, participate in approved Union activities and to attend Union functions. These hours will be granted each year of this Agreement and does not carry over to other years.

Voting
Only when there are no early voting or absentee ballot options available, the County may allow employees reasonable time off with pay, not to exceed one hour, to vote in each local and general election.

On-Call
Memorializing the current practice that the employees of the Information Technology Department (ITD) in the position classifications of Airport Computer Operating Specialist, Airport Systems Analyst Programmer 1, Airport Systems Analyst Programmer 2 and Airport Operating System 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 pay step during such on-call period.

Call Back
The call back guarantee which was previously reduced to one hour has been restored to four hours.

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 interests of the County to do so. It is recommended that these requirements be waived for this Agreement because the Board's approval and ratification of this Agreement is required by state law before the Agreement can be binding on the County. Accordingly, this Agreement will be executed by the Mayor and the Union subsequent to its approval and ratification by the Board.

Attachment

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 26, 2014

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

SUBJECT: Special Item No. 2

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 Mayor'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 _____

Special Item No. 2
9-26-14

RESOLUTION NO. R-830-14

RESOLUTION APPROVING AND RATIFYING THE 2014-2017 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE MIAMI-DADE COUNTY AVIATION DEPARTMENT, AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), A.F.L.-C.I.O., MIAMI-DADE COUNTY AVIATION DEPARTMENT EMPLOYEES LOCAL 1542; AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE AGREEMENT; WAIVING RESOLUTION NO. R-130-06

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 attached 2014-2017 Collective Bargaining Agreement between Miami-Dade County, the Miami-Dade County Aviation Department, and American Federation of State, County and Municipal Employees, (AFSCME), A.F.L.-C.I.O., General Employees, Local 1542, in substantially the form attached hereto and made a part hereof and authorizing the County Mayor to execute same. 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 **Audrey Edmonson** who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**nay**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**nay**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Jean Monestime	**absent**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**nay**		

The Chairwoman thereupon declared the resolution duly passed and adopted this 26th day of September, 2014. This resolution shall become effective upon the earlier of (1) 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, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

William X. Candela

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
THE MIAMI-DADE COUNTY AVIATION DEPARTMENT,
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O.,
MIAMI-DADE COUNTY AVIATION DEPARTMENT
EMPLOYEES LOCAL 1542
OCTOBER 1, 2011 ~~14~~ 14– SEPTEMBER 30, 2014 17

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Article 1 AGREEMENT

This Agreement is made and entered into on the first day of October, 2011 14, by and between Miami-Dade County, the Miami-Dade County Aviation Department (hereinafter referred to as the County and Department respectively) and the American Federation of State, County and Municipal Employees, AFL-CIO, Miami-Dade County Aviation Department Employees Local 1542 (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 by the Board of County Commissioners of Miami-Dade County, Florida.

It is the intention of this Agreement to provide for salaries, fringe benefits, and other terms and conditions of employment where not otherwise provided for by Statute, Ordinance, Resolution, Administrative Orders, Implementing Orders, County Leave Manual, and Personnel Rules. It is further the intention of this Agreement to promote harmonious relations between the County, the Department and the Union, and to provide for an orderly and just manner of handling grievances.

Upon ratification, the provisions of this Agreement will supersede Personnel Rules or Administrative Orders, Implementing Orders, and other Rules and Regulations in conflict herewith.

Article 2 BARGAINING UNIT

1. The County recognizes the Union as the exclusive collective bargaining representative of the following defined employees as stated in P.E.R.C. Case No. RA-77-017, Certification No. 372 as amended by Case No. MS-78-001.

   Included: All full-time and regular part-time personnel employed by the Miami-Dade County Aviation Department in County job classifications specifically defined in Exhibit 1 which is attached hereto and made a part hereof by reference.

   Excluded: All professional, supervisory, managerial and confidential personnel employed by Miami-Dade County, and all temporary, seasonal, substitute and emergency personnel employed by Miami-Dade County 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, non-permanent, exempt, and regular part-time employees covered by this Agreement shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan, Administrative Orders, Implementing Orders, County Leave Manual and other regulations in effect prior to the execution of this Agreement and there shall be no 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 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 and the Aviation Department such new classifications shall be in the bargaining unit covered by this Agreement if such positions are consistent with Section 1, above. If a dispute arises it will be settled in accordance with State Law.

Article 3 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

1. The Union recognizes that the County and the Department possess the sole right to operate and manage the Department and direct the work force, and the rights, powers, authority and discretion which the County and Department deem necessary to carry out their responsibilities and missions shall be limited only by the specific and express terms of this Agreement.

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, Implementing Orders, County Leave Manual, 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 determine 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 Department;

   b. Determine the methods, means, and number of personnel needed to carry out Department responsibilities and the continued right to contract out for goods and service provided that the County give the Union at least ninety (90) days written notice in contracting out for services currently being performed solely 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 solely 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.

   c. Take such actions as may be necessary to carry out services during emergencies declared by the Aviation Department or the County Mayor. Employees are required to make contact with their superiors in accordance with departmental rules when an emergency is declared. Employees must make every effort to come to work when required by the Aviation Department or the County Mayor.

d. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons in accordance with procedures contained in County Rules and Regulations.

e. Discipline or discharge employees for just cause in accordance with applicable sections of the Code of Miami-Dade County, Florida and/or Personnel Rules;

f. The right to make reasonable rules and regulations for the purpose of efficiency, airport security, safe practices and discipline. 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, promote, transfer and assign employees;

j. Schedule overtime work as required.

4. Management rights shall be exercised by the County in a manner that is not arbitrary, discriminatory or capricious.

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

Article 4 NONDISCRIMINATION

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

This Article is intended to comply with Federal, State and local regulations solely concerning the criteria enumerated above and shall have no reference to any pending dispute between the Department, the County and the Union.

Article 5 CHECK OFF

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues of such employee from his bi-weekly pay and remit such deduction to the Union within 10 days of the date of deduction. The Union will notify the County, in writing, at least 30 days prior to any change in the amount of the regular dues deduction. The County, with at least 90 days prior written notice, will provide a separate payroll deduction for the Union's political action committee P.E.O.P.L.E and will reflect such deduction on the employee's pay stub. An employee may, upon 30 days written notice to the County and the Union, revoke his dues deduction authorization, and the County thereupon shall cease to make such deduction. 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 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.

Article 6 GRIEVANCE PROCEDURE

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

2. A "Grievance" shall be defined as any dispute that an employee or the Union may have arising out of the interpretation or application of the terms of this Agreement. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances must name all employees or classifications covered in a grievance. Class grievances, at the option of the Union, may be submitted at step 2 or 3 and no more than three (3) employees plus a Union staff representative may meet with the intermediate supervisor or division head. Each grievance when filed shall state with particularity the alleged violation of the contract claimed, the date upon which the violation occurred, the facts of such violation, the Article of the contract violated and the remedy sought by the Union.

3. Dismissals, demotions, reductions in pay, reprimands, formal counseling, position classifications, classification appeals, performance evaluation appeals,

disability determinations, job descriptions, and similar matters, for which other appellate procedures are provided in the Code of Miami-Dade County, Florida, and/or County Personnel Rules or other provisions of this Agreement are not subject to review as grievances.

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 ten (10) 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, immediately, to the intermediate supervisor. The intermediate supervisor's response shall be submitted in writing, to the Union, within ten (10) calendar days.

   Step 3. If the grievance has not been satisfactorily resolved in Step 2, the Union Steward and/or the aggrieved employee and the Union Representative may appeal the grievance to the Head of the Division concerned, within ten (10) calendar days after the intermediate supervisor's response is due. The Head of the Division shall respond, in writing, within ten (10) calendar days.

   Step 4. If the grievance has not been satisfactorily resolved in Step 3 hereof, the Union Steward and/or the aggrieved employee and the Union Representative may present the written appeal to the Director of the Department within ten (10) calendar days. The Director of the Department shall respond in writing, within ten (10) calendar days.

5. If a grievance is not processed by the Union within the time limits provided for in Steps 3 and 4, the grievance shall be considered dropped with prejudice. If the County fails to process a grievance within the time limits provided, the grievance shall automatically proceed to the next step. Either party shall be permitted one (1) extension of time at any step as a matter of right, not to exceed the ten (10) calendar days provided above for each step, provided that the other party must be notified of the requested extension prior to the expiration of the original ten (10) day time period.

6. The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending.

7. All responses required in Steps 2, 3, and 4, above, shall be directed to the Union, with a copy furnished to the aggrieved employee. In class grievances, copies will be directed only to the Union.

8. This grievance procedure shall suffice as the requirement for establishment of a plan for resolving employee grievances and complaints, as required in Section 2-

42 (18) of the Code of Miami-Dade County, Florida and as required by Florida Statutes 447.401.

9. Prior to petitioning for arbitration for an unresolved grievance, either party may request a special labor management committee meeting to include a representative(s) of the Labor Relations Section and/or the Director of the Labor Relations to discuss the pending issues which have not been resolved through Step 4. Upon such request the time limit for seeking arbitration as set forth in Article 7 shall be tabled until the conclusion of such meeting which shall occur within thirty (30) calendar days of the request. This petition shall not give either party the right not to proceed to arbitration after the meeting takes place if no resolution is agreed upon.

Article 7 ARBITRATION

1. If the grievance has not been satisfactorily resolved within the grievance procedure, the Union may request a review by an impartial arbitrator provided such request is filed in writing with the Director of Labor Relations ~~Management and Compensation~~ no later than twenty (20) calendar days after the Department's Director response is due in Step 4 of the grievance procedure.

2. Upon receipt of a timely request for arbitration, on an arbitrable matter, the Director of Labor Relations ~~Management and Compensation~~ and the Union's representative will, within ten (10) calendar days, first attempt to agree on the selection of an Arbitrator. If they cannot mutually agree, then within ten (10) calendar days, the Director of Labor Relations ~~Management and Compensation~~ will write to the American Arbitration Association to set in motion the scheduling of the arbitration hearing. Matters that are not subject to review as grievances are non-arbitrable and shall not be scheduled for arbitration.

3. The arbitration shall be conducted under the rules set forth in this Agreement and, where not in conflict with this Agreement, under the labor rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined and submitted in this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not covered by this Agreement, nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede any applicable laws.

4. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

5. The County and the Union shall attempt to mutually agree in writing as to the statement of the matter to be arbitrated thirty (30) days after the request for

arbitration is submitted. If in the event the parties cannot agree to the statement of issues to be submitted, then a written statement of the issues to be decided shall be presented to the arbitrator by each party and exchanged between the parties fourteen (14) days prior to the Arbitration Hearing.

6. 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, however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant or are directly required to assist the principal Union Representative in the conduct of the case. In class grievances, the class shall be represented by the Union President. The intent of the parties is to minimize time lost from work.

7. The award of the arbitrator shall be final and binding when made in accordance with the jurisdiction and authority of this agreement. The arbitrator shall make his award within 30 days of the close of the hearing and shall promptly furnish copies to both parties.

8. Matters excluded from the Grievance Procedure under Article 6, Section 3, and matters covered under Article 8, Classification Appeal, and Article 9, Job Descriptions, shall be excluded from Arbitration.

Article 8 CLASSIFICATION APPEAL

1. If an employee has reason to believe that he is misclassified, based upon a significant change in his/her job duties and responsibilities, he may apply for a review of his classification, in writing, to his immediate supervisor or the Department's Human Resources Division. Such reclassification request shall be limited to one (1) request during the term of this agreement.

2. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to the Compensation and Benefits ~~Labor Management and Compensation Division of the Human Resources~~ Division by the employee's department within thirty (30) calendar days of receipt of request. The Department shall notify the employee upon forwarding the request to the Compensation and Benefits ~~Compensation Section of the Human Resources~~ Division for review.

3. Within sixty (60) calendar days of such receipt for request of reclassification, the ~~Compensation Section~~ Compensation and Benefits Division shall render a decision.

4. If the decision of the ~~Compensation Section~~ Compensation and Benefits Division, is deemed a "no change", the employee may, within fourteen (14) calendar days request in writing, a hearing by the Human Resources De~~Division~~

Director. At the hearing, the employee may be accompanied by a representative of his choosing and may produce any documents and evidence to support his claim for reclassification. The Human Resources ~~Division~~ Director, will explain the basis for the decision in writing in the event the request is denied. The Human Resources ~~Division~~ Director ~~or designee~~ shall hold such hearing within ninety (90) calendar days of the request. The Human Resources ~~Division~~ Director's decision shall be final and binding.

In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was denied.

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

   a) Reclassification of a filled position(s) to a new classification outside of the bargaining unit.
   b) Reclassification of a bargaining unit classification to a new classification outside of the bargaining unit

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

Article 9 JOB DESCRIPTION

1. Employees covered by this Agreement shall not generally be required to work out of classification when personnel are available except under emergency conditions as declared by the County Mayor or his authorized representative.

2. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. In addition, employees shall perform related work as required.

3. 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.

4. If the Union is not satisfied with the proposed change, it may, in writing, within ten (10) calendar days of the conclusion of the discussion, as stated in paragraph 3 above, request a hearing before the Human Resources ~~Division~~ Director. This hearing shall be held at a mutually agreeable time, within thirty (30) calendar days.

   The Human Resources ~~Division~~ Director's decision shall be final and binding and not subject to further review.

5. In order to serve Miami-Dade County residents in voting, the Mayor may require that County employees be assigned to the Elections Department, to perform Elections related work before, during and after an Election. Employees shall be compensated in accordance with Implementing Order 4-76. Pursuant to FAA rules the County will reemburse the Aviation Department for the use of personnel.

Article 10 PERFORMANCE EVALUATION AND APPEALS

1. The County shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness, and compliance with rules and regulations. The purposes of evaluation 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. The parties agree that whenever feasible, performance evaluations shall be presented in a timely manner so as not to delay the award of the merit increase if warranted.

2. 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 the Department Director or their 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 Division Director within ten (10) calendar days after receipt of the Department Director's or designee(s) decision. The department has the right to have a representative present throughout the entire appeal hearing.

   Performance Evaluation appeals are not subject to review as grievances and are not arbitrable.

3. The Human Resources Division Director will appoint a three (3) 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 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 Division Director. A majority of the panel may sustain or revise the evaluation, either because of failure to follow procedure or on the merits of the evaluation itself. The Human Resources Division Director will forward the panel's findings and decision to the Department Director for implementation.

Article 11 LABOR-MANAGEMENT CONFERENCES

Department Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special conferences shall be held within fifteen (15) calendar days after receipt of written request and at a time and place mutually agreeable to both parties. The Union or the Department shall have the right, at these special meetings, to bring up other matters for discussion by mutual consent of both parties.

The Union shall be represented by the President, Vice President, and not more than five (5) Union Representatives. Names of representatives shall be certified to the Aviation Department Director and the Director of Labor Relations ~~Management and Compensation~~ of Miami-Dade County. The Department will allow Union Representatives up to one (1) hour, without loss of pay, to prepare items of discussion prior to the scheduled meeting, and a half (1/2) hour after the meeting for debriefing. The time required to travel to and from these meetings shall be additionally afforded.

Performance Based Compensation Projects

The Union agrees to work cooperatively with the County 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 Department. There will be a committee established to review Performance Based Compensation Projects, which shall be comprised of equal amounts of representatives from each of the parties as mutually agreed upon.
Either party shall have the right, at any time during the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects, classification consolidation studies, or the County Pay Plan redesign. The County agrees that it cannot unilaterally implement changes which would conflict with the terms of this collective bargaining agreement.

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.

Article 12 UNION STEWARDS AND REPRESENTATIVES

1. The Union shall have the right to select employees from within the unit to act as Union Stewards. The names of the employees selected as stewards shall be certified by the Union, in writing, to the Aviation Department and the Director of Labor Relations ~~Management and Compensation~~ of Miami-Dade County.

2. It is agreed that the Union may appoint twenty (20) Union Stewards within the bargaining unit as defined.

3. It is further 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 will not be unreasonably withheld.

4. It is agreed to and understood by the Union that Stewards shall process grievances in such a manner as to not disrupt normal County and Department activities, work production and services. This provision shall also be extended to Representatives of the Union who are not employees of the County, and who have been certified in writing to the Director of Labor Relations ~~Management and Compensation~~ of Miami-Dade County.

5. 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 contact of employees during work time by Employee Representative, 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.

6. The total amount of time granted to Union Stewards and Representatives cumulatively to process grievances and to attend union functions shall not exceed 2500 hours for each year of the Agreement. Time off taken under this provision shall be charged to Union Activity Leave. The hours allocated per year shall not be cumulative. These authorized hours are inclusive of the hours granted in Article 13 Attendance at Meetings.

   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.

Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union, while off duty, to present the views of the Union to the citizens on issues which affect the welfare of its members, as long as they are clearly presented as views of the Union and not necessarily of the County.

Article 13 ATTENDANCE AT MEETINGS

1. Five (5) officers or other representatives of the Union shall be allowed time off without loss of pay from their regular employment, when necessary, to negotiate with the County regarding terms and conditions of employment. These employees shall be designated in writing to the Department Director and the Director of Labor Relations ~~Management and Compensation~~ for Miami-Dade County. The Union shall give reasonable notice to the employees' supervisors.

2. Two (2) representatives of the Union shall be authorized time off without loss of pay to attend any of the following conventions and meetings:

   An International Convention of AFSCME which is held every second year;
   State Conventions of the AFL-CIO which are held twice a year.
   Council 79 State Executive Board meetings which are held quarterly.

   The maximum number of days allowed per convention per person shall be five (5). These employees shall be designated in writing to the Department Director. The Union shall give reasonable notice to the employees' supervisors.

3. The Union President and Vice President will be released from duty with pay to administer this Agreement. Additionally, the County will authorize up to 2500 hours for each year of the Agreement, time off with pay for union representatives to participate in union approved activities providing that the Union President requests the leave in writing to the Director of Labor Relations no less than one (1) week in advance of the scheduled time off. The hours allocated per year shall not be cumulative. These authorized hours are inclusive of the hours granted in Article 12 Union Stewards and Representatives.

   In addition to the standard forty-hour work week, the Union President, Vice President, and any employee released from duty for a minimum of 40 hours per work week, shall receive one (1) hour of daily overtime pay. In addition, hours worked by employees who have been authorized to be released from duty to administer this agreement ("Y" time) shall be considered hours worked and included in the overtime calculation.

   ~~One additional County bargaining unit employee, designated in writing by the Union President to the Director of Labor Relations Management and Compensation and concerned Department Director, will be released from duty with pay to administer this Agreement.~~ Employees released from duty with pay under this provision shall be exempted from layoff bumping while released.

4. The Union President and any additional employees released from duty with pay to administer this Agreement shall receive while on such release, performance

evaluations containing no more than an overall rating, which rating shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity.

Article 14 BULLETIN BOARDS

The Department will provide for the Union's nonexclusive use of bulletin boards at locations mutually agreed to by the Department and the Union. If such is deemed necessary by the Department and the Union, at certain locations the Department shall ensure that the bulletin boards are covered and lockable, with keys to be controlled by the appropriate Division Chief and the Union President or their designees.

All notices and materials placed on the bulletin boards shall bear on their face the legible designation of the person or organization responsible for placing such items on the bulletin board. Notices placed on bulletin boards may include reports of Union activities, copies of materials, including newspapers, of interest to Union members, announcements of Union meetings, election, and social and recreational events, and the like. Bulletin boards which are not locked may also be used for posting of materials relating to personal affairs, such as sale of personal property, requests for shift changes, and the like.

No materials which are inflammatory, derogatory or of a political nature shall be permitted on any bulletin board and the Department shall have the right to remove such materials. Materials posted on bulletin boards visible to the general public shall be approved, in advance, by the Aviation Department.

The Union shall have access to all bargaining unit mailboxes for the purpose of the distribution of informational communications. The County shall provide to the Union on a semi-annual basis, an electronic mail distribution list of all bargaining unit members.

The Department shall provide a link to the Collective Bargaining Agreement and to the Union's home web page on the Department's intranet home page.

Article 15 STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, sickouts, 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 or the Department for the duration of this Agreement. The Union guarantees to support the County and the Department fully in maintaining operations in every way.

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

It is recognized by the parties that the County and the Department are 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, the Department and to the public at large. Accordingly, it is understood and agreed that

in the event of any violation of this Article, the County or the Department 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 Aviation Department, the President of 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 16 HOURS OF WORK

1. 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 limitation upon the Department's right to reduce the employees' hours of work.

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

3. The standard number of working hours during any standard work week will normally be forty (40) hours unless otherwise specified in the Pay Plan for County Service.

4. The County and the Department shall make every effort to rotate schedules within assigned shifts to distribute weekend assignments equally.

5. An employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime. However, work schedules changed due to operational necessity, as determined by the Department, shall not be considered as changing work schedules to avoid the payment of overtime.

   It shall be the right of the Department Director to transfer employees between work locations, to change work hours and/or days off, to perform work within their classifications for reasons that will improve the effectiveness or efficiency of the Department in accordance with the provisions of this contract. However when a transfer or change in schedule means a change in work location, facilities or shift, the employee shall be notified in writing 30 calendar days prior to the transfer in order to enable the employee to arrange for an orderly change. Such notice shall contain date, shift, and location of new assignment and the reason for such transfer. Such notice may be waived upon consent of the employee or if the transfer is declared an emergency by the Mayor, Department Director, or Deputy Director. An emergency shall be an unanticipated occurrence which makes a transfer necessary to avoid a substantial loss of Department effectiveness or efficiency.

Article 17 OVERTIME COMPENSATION

1. All work authorized to be performed by non-job basis employees in excess of 40 hours of work per work week shall be considered overtime work. Additionally, all work authorized to be performed by non-job basis employees in excess of the

normal work day, as determined by the Department, shall be considered overtime work provided that Overtime hours worked will not be included in determining the normal work week.

2. Employees performing overtime work shall be paid time and one-half at their regular hourly rate of pay.

3. An employee required to work three (3) hours immediately before or two (2) hours immediately beyond his normal shift shall receive one-half (1/2) hour off with pay for a meal break. Such one-half (1/2) hour shall be considered as time worked.

4. Time off with pay on a County recognized holiday shall not be considered as time worked. This shall not apply to a County recognized Holiday which is not worked and falls on an employee's regularly scheduled day off, in this case the employee shall receive eight (8) hours Holiday Leave. Holiday Leave will not be counted as time worked for the purpose of calculating the payment of overtime compensation.

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

6. The parties agree that assignments and authorization of overtime work shall rest solely with the Department. Giving consideration to the organization subdivisions of the Department, assignments and shifts, and the ability to perform the work, the Department shall attempt to distribute overtime work among employees as equally as practicable and in accordance with the Departmental Standard Operating Procedure (DSOP).

7. Overtime earned shall be reflected on the pay stub.

8. 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.

9. Job basis employees shall not be eligible for overtime compensation.

Article 18 CALL BACK

Employees called back to work shall be guaranteed at least four (4) hours pay, 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 (4) hours. Employees scheduled for overtime work twenty-four (24) hours or more in advance or on their days off shall not be entitled to the minimum four (4) hour pay guarantee. Such employees will receive the appropriate rate of pay for only actual hours worked with no minimum guarantee. Employees scheduled for overtime work more than twenty-four (24) hours in advance or on their days off who receive less than twelve (12) hours notice cancelling such scheduled overtime work shall be entitled to the minimum four (4) hour pay guarantee.

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.

Non-job basis employees required to report to a scheduled County job-related Court appearance on their day off shall be guaranteed a minimum four (4) hours pay at the applicable rate compensated in accordance with Article 17, Overtime Compensation.

~~Either party shall have the right to re-open this call back provision (Article 17) of the Collective Bargaining Agreement to negotiate whether these reductions will be continued in the third year of the Agreement (fiscal 2013-2014) by giving written notice of its intent to re-open this provision at any time between April 1, 2013 and June 30, 2013. In the event that either party 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 19 TOOL ALLOWANCE

1. Employees in the position classifications of Airport APM Technician, Airport Light Equipment Technician, Airport Mason, Airport Telecommunications Technician, Airport Telecommunications Installer, Airport Senior Telecommunications Technician, Airport Service Equipment Maintenance Mechanic, Airport Carpenter, Airport Carpenter/Roofer, Airport Electrician, Airport Plant Mechanic, Airport Waste Plant Electrician, Airport Plumber, Airport Refrigeration/AC Mechanic, Airport Welder, Airport Maintenance Mechanic, Airport Electronic Electrical Equipment Technician 1, Airport Electronic Electrical Equipment Technician 2, Airport Fire Suppression System Technician, Airport Automotive Mechanic, Airport Heavy Equipment Technician, Airport Heavy-Duty Truck Mechanic, Airport Motorcycle Mechanic, Airport Lighting Technician 1, Airport Hydraulic Mechanic, Airport Locksmith, and Airport Machinist, who are required by the Aviation Department to provide their own hand tools in accordance with required tool lists, established and maintained by the Department, for each classification, will receive **$500.00 per year as a total tool allowance to be paid in bi-weekly installments of ~~$19.23~~ 23.55 each pay period. This amount includes payroll taxes of 25% for withholding, 6.2% for FICA (Social Security), and 1.45% for MICA (Medicare)**

2. Each employee required by Aviation Department 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.

3. Employees who are unable to complete a full year in pay status shall receive the tool allowance prorated on a bi-weekly basis for all pay periods completed.

Article 20 HOLIDAYS

1. ~~Except as set forth in section 4 of this Article,~~ The following days shall be considered holidays:

New Years Day	Veteran's Day
Dr. Martin Luther King's Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	1 Floating Holiday
Columbus Day	

2. Regarding the Floating Holiday, the Department may require as much as two weeks prior notice. The holiday must be used within the fiscal year. 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 pay periods of County Service are eligible for this holiday. If the holiday is not requested, there shall be no compensation.

   *In the event this holiday falls on a previously established holiday, or an employee's regular day off, another day of the employee's choice within two weeks, shall be designated, in agreement with the Department.

3 The County, at its discretion, shall retain the sole right and authority to determine and schedule the actual day on which a County recognized holiday will be observed.

4. ~~Upon ratification of this agreement, and continuing only until September 30, 2014, the Union on behalf of all bargaining unit members, agrees to suspend the benefits associated with "Presidents Day," as provided for in Articles 19 Holidays and 20 Holiday Leave. This holiday shall be designated as a furlough day and shall constitute one (1) unpaid furlough day.~~

   ~~The parties agree that bargaining unit personnel assigned to a 40 hour work week who do not accrue Holiday leave shall be allowed to take this day as an unpaid furlough day or utilize previously accrued Annual or Holiday leave in order to be paid for this day.~~

   ~~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.~~

Article 21 HOLIDAY LEAVE

1. ~~Except as set forth in section 10 of this Article,~~ 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. ~~Effective upon ratification of this agreement, Holiday Leave accrual shall be suspended for President's Day through September 30, 2014.~~

2. Holiday Leave can be accrued to a maximum of ~~200~~ 240 hours for those employees designated as non-job basis by the Pay Plan. ~~Effective upon ratification of this agreement, Holiday Leave accrual shall be suspended for President's Day through September 30, 2014.~~

3. All employees shall be paid for outstanding Holiday Leave at time of separation only. Such payment shall be at the employee's current pay rate at separation (except that night shift differential shall not be included in determining pay rate).

4. Holiday Leave shall be credited to job basis employees on an hour-for-hour basis to a maximum of eight (8) hours for each holiday worked. ~~Effective upon ratification of this agreement, Holiday Leave accrual shall be suspended for President's Day through September 30, 2014.~~

5. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing the Holiday Leave. Holiday Leave shall be credited to non-job basis employees as outlined below in Sections 6, 7, 8, and 9 of this Article. ~~Effective upon ratification of this agreement, Holiday Leave accrual and Holiday Pay shall be suspended for President's Day through September 30, 2014.~~

6. Non-job basis employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (l2) hours Holiday Leave and time and one-half for all hours worked in excess of forty (40) during that week. ~~Effective upon ratification of this agreement, Holiday Leave accrual and Holiday Pay shall be suspended for President's Day through September 30, 2014.~~

7. When a holiday falls on a regularly scheduled day off and the non-job basis employee does not work, he/she shall receive eight (8) hours Holiday Leave. ~~Effective upon ratification of this agreement, Holiday Leave accrual shall be suspended for President's Day through September 30, 2014.~~

8. Non-job basis employees who work on holidays falling on regularly scheduled work days shall receive hour-for-hour Holiday Leave, or straight time pay, for each hour worked to a maximum of eight (8) hours. ~~Effective upon ratification of this agreement, Holiday Leave accrual and Holiday Pay shall be suspended for President's Day through September 30, 2014.~~

9. Employees who regularly work 4 ten-hour days per week shall receive fifteen (15) hours of Holiday Leave under Section 6, above, and ten (10) hours of Holiday Leave under Section 7 and 8 above. ~~Effective upon ratification of this agreement, Holiday Leave accrual shall be suspended for President's Day through September 30, 2014.~~

10. ~~Upon ratification of this agreement, and continuing only until September 30, 2014, the Union on behalf of all bargaining unit members, agrees to suspend the benefits associated with "Presidents Day," as provided for in Articles 19 Holidays and 20 Holiday Leave. This holiday shall be designated as a furlough day and shall constitute one (1) unpaid furlough day.~~

~~The parties agree that bargaining unit personnel assigned to a 40 hr work week who do not accrue Holiday leave shall be allowed to take this day as an unpaid furlough day or utilize previously accrued Annual or Holiday leave in order to be paid for this day.~~

~~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.~~

Article 22 PRODUCTIVITY

The parties to this agreement recognize that the employer's position in performing the assigned mission is enhanced by increased efficiency in the use of labor and employee productivity.

The parties agree that increased productivity and efficiency depend upon the continuous development and implementation of modern and progressive work practices.

The Union agrees to encourage employees, and to work collaboratively with management, to find better and more efficient methods of performance and to cooperate with the employer in the conservation of manpower, materials and supplies; the elimination of wasteful practices and the improvement of the quality and quantity of product and/or service. The parties agree to meet and evaluate these practices as feasible or as required by the operation.

The parties agree that a part of the Labor-Management Committee meetings will be to review and evaluate recommendations of employees and management designed to increase productivity either directly or indirectly through identification of inefficiencies in work production, changes in work practices or rules, strengthening morale, or improving communications between employees and management. The Labor-Management Committee may make written recommendations to increase productivity which will be presented to the Director of the Department for his consideration.

~~Article 22 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT~~ (Moved to article 3)

Article 23 TOXICOLOGY AND ALCOHOL TESTING

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

The Department 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 agrees 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 Administrative Orders, Implementing Orders, 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 Department's discretion, to the Employee Support Services (ESS) 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 Administrative Orders, Implementing Orders, Miami-Dade County Personnel Rules or Departmental Rules and Regulations.

Article 24 NIGHT SHIFT PAY DIFFERENTIAL

1. Employees assigned to work shifts which have the major portion of the scheduled hours of the work occurring between the shift hours of 6:00 p.m. and 6:00 a.m., shall be entitled to receive a pay differential of one (1) pay step for the entire work shift.

2. 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 ~~sixty cents ($.60)~~ eighty cents ($.80) per hour for the entire work shift.

3. Employees who work a regular day shift and are required to work a complete night shift immediately preceding or following his normal shift will be paid at the night shift rate for the second shift. If a complete second shift is not worked, then

the employee shall not receive the night shift differential and will be paid at the day rate for the additional hours worked.

4. Employees who work a regularly assigned night shift will receive the night shift rate for all hours worked that immediately precede or follow his regular night shift. Employees who work a shift which does not immediately precede or immediately follow his/her regular shift will be compensated at the hourly rate for that shift.

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

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

Article 25 SPECIAL WAGE PROVISIONS

1. 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 leave of absence shall be deductible and not considered as a break in service.

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

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

2. EMERGENCY WORK: When an emergency is declared by the County Mayor and all employees are generally excused from work because of the emergency, those employees required to work during an emergency will receive one and one-half (1 1/2) times the normal pay rate for all time worked during the

emergency. This shall not apply to job-basis personnel. The County possesses the sole right and authority to take any emergency action as determined necessary to carry out services and adjust operational requirements during any emergency or extraordinary circumstances as determined solely by the County Mayor or his authorized representatives.

3. UNIFORM CLEANING ALLOWANCE: Aviation Department employees who are provided uniforms which are required by departmental policy to be dry cleaned shall receive $14.00 bi-weekly. The County reserves the right to continue or to return to its prior practice of maintaining uniforms which it purchases for its employees; in that event, the uniform cleaning allowance payment shall not be paid.

4. WORK IN A HIGHER CLASSIFICATION: An employee who is specifically authorized and assigned by the Department Director to work in a higher pay status classification, that is an established budgeted position currently on the department's table of organization, for more than five (5) work days, in two (2) consecutive pay periods will receive a one pay step increase in the employee's current rate of pay, for all consecutive hours worked in the higher classification. The night shift differential shall be removed before determining an employee's pay rate for work in a higher classification. The maximum out of class compensation shall be limited to thirteen (13) pay periods unless specifically approved by the department director and the Human Resources Department ~~Division~~.

5. 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 at six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance.

6. PAY SUPPLEMENT: Full-time bargaining unit employees will be eligible to receive a $50.00 biweekly pay supplement. ~~Upon ratification of this Agreement, the $50 biweekly pay supplement shall be suspended through September 30, 2014.~~

Article 26 BACK PAY

The County shall be entitled to recover, upon notification to the employee, in a timely manner, 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 bi-weekly paycheck deduction, at a bi-weekly rate equal to the bi-weekly rate of the erroneous pay to the employee, or at the minimum rate of fifty dollars ($50) per pay period, whichever rate is greater. The specific recovery rate shall be determined through an agreement between the concerned employee and the Human Resources Department ~~Division~~, 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 deductions from the employee's terminal leave pay.

Article 27 LAYOFFS

1. Layoff is defined as the separation of an employee for lack of work or funds, or due to reduction in services, or for other legitimate reasons, as determined by the County or Department without fault or delinquency on the employee's part. The County agrees to provide the "Union" with a list of the 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.

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

3. Layoff Lists: In the event of a layoff, the Human Resources ~~Division~~ Director, in conjunction with the Director of Recruitment, Career Development, and Testing shall determine the county-wide classifications that are equivalent to the affected positions for retention purposes and will determine the bumping series county-wide. The bumping series, as determined solely by the Human Resources ~~Division~~ Director, shall be defined as a series of positions related in terms of the duties, experience and education requirements. Similar classifications county-wide may be treated as common classifications, as determined solely by the Human Resources ~~Division~~ Director, for purposes of bumping. For example, an Office Support Specialist 2, Water and Sewer Office Support Specialist 2 and Airport Office Support Specialist 2 may be treated as common classes for layoff and bumping purposes. Employees shall be laid off in accordance with layoff 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 upon the ratification of all bargaining unit agreements.~~ The term county-wide is understood between the parties to be defined as all operating departments and organizational entities within Miami-Dade County. When a layoff of a regular employee is necessary, from a position in a class in a series, the County will attempt to place the laid-off employee in another class to which it appears the employee is capable of occupying. Any accrued sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.

   a. All employees in the classifications contained in Exhibit 1A are common classes for layoff and bumping among all County departments as provided above.

b. Because of the unique requirements of their jobs, the classifications contained in Exhibit 1B, for the purpose of applying County bumping procedures under a layoff, will be treated as unique Aviation Department positions. Only those employees having served and attained permanent status in these classifications will be eligible to exercise bumping rights into these positions. Vacancies in the classifications listed in Exhibit 1B, with the exception of Airport Semi-Skilled Laborer, cannot be filled by bumping employees who have not previously served and attained permanent status in these positions. Only the vacant position of Airport Semi-Skilled Laborer may be utilized for the purpose of placing a bumped employee who has not previously served in this classification.

4. This Article shall not limit the County's right to reduce hours of work in lieu of a layoff. In the event of a layoff, full time employees to be separated by layoff or bumping shall be given the option of accepting a part-time position if a part-time position in the same classification exists in the employee's department, for which they qualify, as determined by the Department Director's designee and the Human Resources Department ~~Division~~. In the event there is more than one such employee in a given layoff 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.

5. The County may require that employees bumping into a department as a result of a layoff related action satisfactorily demonstrate their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed thirteen (13) pay periods, as determined by the concerned Department Director and approved by the Human Resources Department ~~Division~~. It is understood that employees bumping into a Department as a result of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department. Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position will be allowed to continue to exercise their classified service rights, in accordance with the provisions of the County's Layoff Procedures Manual.

6. Whenever layoff 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 job classification.

7. The Department shall require supervisors to cooperate with employees affected by a layoff or bumping action by affording administrative leave as appropriate for employment search and interview purposes within the County service.

Article 28 ACTING APPOINTMENTS

In the event an employee is placed by Department authorization in a position of "acting" for an employee temporarily absent from duty or in a permanently vacated position

pending the establishment of an eligible list, such employee will be compensated at the in-hiring rate for the classification to which he/she is "acting" provided such rate of pay is one (1) pay step higher than he/she is currently receiving, and further, any time that is spent in the acting title shall not be credited toward the probationary period.

An acting appointment may be for an initial period of not more than seven pay periods. This initial time period may be extended for up to an additional six (6) months-when the Department requests such extension from the Human Resources Department ~~Division~~. The Union will be advised by the Department of a requested extension prior to a final determination by the Human Resources Department ~~Division~~. This process will be governed in accordance with the established DSOP.

~~Upon ratification of this agreement, the Department agrees that it will work with the Union to develop a Departmental Standard Operating Procedure (DSOP) to govern the assignment of acting appointments. This procedure shall be designed to provide eligible and qualified bargaining unit employees the opportunity to serve in an acting capacity prior to the filling of a bargaining unit budgeted vacancy, and to provide bargaining unit employees equal amounts of time to serve in such capacity during the vacancy period of a budgeted and approved bargaining unit vacant position. This procedure shall also have the following parameters:~~

~~a. It shall not provide a guarrantee of acting opportunities to qualified and eligible bargaining unit employees,~~
~~b. Nothing in this provision will prevent the Department from filling the budgeted vacancy.~~
~~c. The parties agree that the interpretation of this procedure shall be excluded from the grievance procedure, as set forth in Article 5 of this Agreement.~~

Article 29 WAGES

Fiscal Year 2014-2015 (First Year)

Bargaining unit employees shall not receive a Cost of Living Adjustment.

Fiscal Year 2015-2016 (Second Year)

Bargaining unit employees shall not receive a Cost of Living Adjustment.

Fiscal Year 2016-17 (Third Year)

Only if both (a) the sum of the Percent Change of Preliminary Taxable Value for County-wide and UMSA for July 1st, 2015 equals or exceeds 13% and (b) the sum of the Percent Change of Preliminary Taxable Value for County-wide and UMSA for July 1st, 2016 equals or exceeds 13%, Cost of Living Adjustment will be increased for members of the bargaining unit effective the first pay period in October 2016 in accordance with the scale set forth below. In the event the sum of the Percent Change of Preliminary Taxable Value for County-wide and UMSA is at least 13% for both yearly periods, but is not the same, the Cost of Living Adjustment shall be increased using the higher of the

two annual percent increases provided in the table below. For purposes of this Agreement "Percent Change of Preliminary Taxable Value" shall mean the percent change from the prior year preliminary taxable value to the current year's taxable value after new construction as set forth in the Miami-Dade County Property Appraiser's July 1st certification of the preliminary taxable values by taxing authority. (See Addendums 1 and 2).

Percent Change in Taxable Value for Countywide (CW) and UMSA combined 2014-15 and 2015-16	COLA Adjustment
13 %	1 %
13.5 %	1.5 %
14 %	2 %
14.5 %	2.5 %
15 %	3 %
15.5 %	3.5 %
16 %	4 %

~~Effective January 1, 2014, the monies comprising the ten percent (10%) 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 beforehand to negotiate whether these reductions will be continued. In the event that the County chooses to reopen 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 30 AIRCRAFT OPERATING AREA PROFICIENCY ALLOWANCE

A. Full-time employees who have completed thirteen (13) pay periods in the Maintenance classifications of Airport APM Technician, Airport Carpenter/Roofer, Landside Operations Equipment Specialist, Airport Telecommunications Technician, Airport Telecommunications Installer, Airport Senior Telecommunications Technician, Airport Service Equipment Maintenance Mechanic, Airport Semi-skilled Laborer, Airport Automotive Service Helper, Airport Driver-Messenger, Airport Inventory Clerk, Airport Inventory Control Specialist, Airport Automotive Equipment Operator 1, Airport—Automotive Equipment Operator 2, Airport Automotive Equipment Operator 3, Airport Carpenter, Airport Electrician, Airport Painter, Airport Plumber, Airport Refrigeration/AC Mechanic, Airport Welder, Airport Sign Painter, Airport Maintenance Mechanic, Airport Electronic Electrical Equipment Technician 1, Airport Electronic Electrical Equipment Technician 2, Airport Light Equipment Technician, Airport Motorcycle Mechanic, Airport Heavy Equipment Technician, Airport Construction Equipment Mechanic, Airport Heavy Truck Tire Repairer,

Airport Maintenance Repairer, and Airport Lighting Technician, Airport Tree Trimmer, Airport Hydraulics Mechanic, , Airport Fire Suppression Systems Technician, Airport Plant Mechanic, Airport Waste Plant Operator, Airport Waste Plant Electrician, Airport Locksmith, Airport Machinist, Airport Mechanical Equipment Technician 3, Airport Mason, Auxiliary Airport Specialist, Facilities Maintenance Controls Specialist, and Airport Sprayer are authorized additional proficiency compensation for the added responsibility of special working conditions in the amount of a two one pay step increase to the biweekly pay. It is understood and agreed that this allowance is for the benefit and protection of the public and is based upon the following criteria.

B. Aviation Department Maintenance personnel required to perform job assignments in aircraft operating areas and airfield areas must possess additional special skills not required of others, as follows:

1. Qualified to accept and follow rigid safety standards to minimize or avoid probability of accidents of potential damage to persons and property of severe and extensive consequences.

2. Qualified to comprehend, analyze and react quickly to impending danger.

3. Qualified to identify potential areas and conditions of danger and avoid such areas and conditions.

4. Qualified to perform job assignments under unusual conditions of high decibel sound frequencies and intermittent air blasts from propeller and jet aircraft.

5. Qualified and knowledgeable to permit safe and intelligent movement of themselves and their vehicles and equipment from one point to another in the landing area (usually through radio supervision from the tower) in accordance with Federal Aviation and Department Rules and Regulations and proper airport techniques.

C. Any employee who receives this allowance and fails to continue demonstrating the ability to work under the above conditions may be appropriately disciplined, including suspension of his proficiency pay to a maximum of three (3) months for each violation.

D. Employees who work at jobs or in areas deemed by the Aviation Department Director to be dangerous shall be required to wear safety devices and/or equipment designated by that office as necessary for their protection, and may be disciplined for failure to wear or use safety devices and/or equipment. Such devices and equipment will be provided by the County.

Article 31 AIRPORT SECURITY AND SAFETY

The County and the Union recognize the considerable importance of airport security and safety policies and procedures, and in the interest thereof, hereby agree as follows:

1. All employees whose job duties require that they operate a motor vehicle of any kind on the Air Operations Area ("AOA") of any County airport shall be required to attend and successfully complete the AOA Driver Training Course conducted from time to time by the Department. All such vehicle operators must possess and maintain current a valid, appropriate Florida driver's license.

2. All employees, while on the AOA and within designated security areas of a County airport, must conspicuously display on their person the Department issued identification badge, together with any additional materials required by any Federal agency having jurisdiction over such area(s).

3. All employees entering and working in or around arriving and departing international aircraft and facilities used or designated as controlled by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies.

4. The Union acknowledges and understands that the provisions of this Article are for the protection of all users of the County's airports and are intended to improve safety and reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at the County's airports.

ARTICLE 32 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 afforded 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 include a Select Network/Managed Health Care Group Insurance Plan beginning the plan year January 1, 2015.

3. 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 Flex dollar contribution, paid in biweekly increments, for County to 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 the premiums listed in Addendum 3 for ~~three percent (3%) of~~ the cost of single coverage of this plan.

6. Group Health Insurance premium rates for the plan year 2015 are listed in Addendum 3 of this Agreement.

7. The copays for provider services and prescriptions in the County's Group Health Insurance Plan for year 2015 are listed in Addendum 3 of this Agreement.

8. The County's Group Health Insurance will not include the Low HMO/Managed Health Care Group Plan.

9. For the calendar plan year 2016, the County shall seek proposals from qualified insurance administrators through a competitive bid process.

10. The Mayor of Miami-Dade County will create a Health Care Cost Committee which will include Labor.

~~Effective upon ratification of this Agreement, the County's contributions to the Flexible Benefits Plan shall be suspended through September 30, 2014.~~

~~All employees shall be required to contribute ten percent (10%) of base wages toward the County's cost of health care in accordance with IRS guidelines. Effective January 1, 2014, the contribution of ten percent (10%) of base wages toward the cost of coverage for group health insurance shall end and be subject to the re-opener provisions in Article 29 Wages.~~

With the exception of legislatively mandated changes to health benefits, the County has the right to re-open this Agreement prior to open-enrollment to discuss the redesign of the County's health plan for the plan year(s) ~~2013~~ 2016 and 2017. 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 33 PROBATIONARY PERIODS WITHIN THE BARGAINING UNIT

All full-time classified service employees hired, reinstated, promoted, or transferred into bargaining unit classifications shall serve a twelve (12) month (twenty-six pay periods) probationary period.

In the event the reclassification of a full-time classified service employee is a title change only, the time served in the previous position shall be credited to the new classification and the employee shall not be required to serve a probationary period.

ARTICLE 34 PROMOTIONS WITHIN THE BARGAINING UNIT

1. When a job vacancy is frozen and there is a promotional eligible list in effect, the list will not be allowed to expire if it can be shown that the purpose of freezing the vacancy is solely to pass over those employees on the list.

2. Employees interviewed for promotional opportunities, shall be notified of their acceptance or rejection, within a reasonable time. Employees interviewed and rejected for promotional opportunities will be counseled by the Department as to the reasons for such rejection, if such is requested by the employee.

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

4. All interviews for bargaining unit positions shall be conducted in compliance with Miami-Dade County Procedures Manual Structured Interview Process and the established Departmental Standard Operating Procedure (DSOP).

5. Employees who wish to transfer to an approved/authorized vacancy, shall be considered in accordance with the Departmental Standard Operating Procedure (DSOP). Vacancies will be filled through a competitive selection process. When two (2) equally qualified employees are being considered for the vacancy, the employee with the most seniority, when feasible, will be given preference.

ARTICLE 35 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 36 SERVICES TO THE UNION

1. The County agrees to furnish the Union, once a year, a copy of names, classifications, and addresses for all employees in this Bargaining Unit. Once every six (6) months, the County will furnish the Union a list of new bargaining unit employees hired during the previous six (6) months.

2. The County agrees to notify the Union within reasonable advance of any public hearing in which personnel matters, relative to this Bargaining Unit are to be the subject of discussion.

3. The County agrees to provide the Union with the appropriate County website or the following documents and publications ~~(two (2) copies, unless indicated otherwise).~~

Board of County Commission Agendas
Transportation Committee Agendas
Board of County Commission Green Sheets
Examination Announcements
Training and Benefit Bulletins
Classifications Specifications (3)
Employee Newspapers
Administrative Orders and Personnel Policy Procedures
Proposed Budget
Final Budget
Table of Organization
Pay Plan
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).

If the above documents and publications are unavailable on the website then, the County will furnish documents, upon request.

4. The County, upon written request, will provide the Union, at no cost, four (4) 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.

5. The Department shall notify the Union of scheduled County sponsored employee orientations and allow the Union to set up a table in an area of close proximity to the location of the orientation within the permitted building rules on the day of scheduled orientations for informational purposes only.

6. The County will provide the Union, on a bi-weekly basis, a report which lists all dues deductions taken for the pay period, as well as a separate report listing employees whose dues deductions were not taken for the pay period due to the employee being in a no pay status as a result of insufficient funds or having been placed on a leave of absence status. 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 37 SICK LEAVE

1. The sick leave policy as stated in the Personnel Rules and County Leave Manual shall remain in force and effect.

2. Full-time employees shall earn one (1) day of sick leave for each month of service in accordance with the County Personnel Rules and Leave Manual.

3. That portion of an 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. Bargaining Unit employees with 20 or more years of continuous service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.

4. Employees who were hired before January 1, 2015, and who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

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

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

5. Bargaining unit employees who were hired before January 1, 2015, and who retire after 30 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement

excluding any shift differential, and will not be subject to any maximum number of hours.

Employees who were hired on or after January 1, 2015 and who retire after 33 years of full-time County employment, will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

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

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

ARTICLE 38 ANNUAL LEAVE

1. The present annual leave policy as stated in the Personnel Rules and the County's Leave Manual shall remain in force and effect. Employees may accrue annual leave up to a maximum of 500 hours.

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. All employees in this Bargaining Unit shall have access to E-Net, which will provide the employee information of all leave (annual, sick and holiday) balances.

4. 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.

5. 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.

6. 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. But more than three (3) consecutive weeks shall be at the discretion of the Department.

ARTICLE 39 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 Worker's Compensation weekly indemnity payments.

The County has a right to reopen this Agreement to discuss issues and changes related to the County's Long Term Disability Program under Section 2.56 of the Miami-Dade County Code.

ARTICLE 40 DISCIPLINARY ACTION

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.

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. Informal counseling is not to be recorded in the Personnel Record Summary. Both informal and formal counseling should be viewed as efforts to improve performance. An employee who receives a formal record of counseling shall receive

such in writing and will be permitted to attach a written rebuttal to the counseling form by submitting it within ten (10) calendar days from the receipt of the counseling. The formal record of counseling and rebuttal, if any, will be reviewed by the Supervisor of the employee who prepared the counseling, and the Department's Human Resources Division, prior to it being placed in the affected employee's personnel file, provided the rebuttal was submitted within the ten (10) calendar days afforded. Upon request of the employee, a Record of Counseling form shall be marked "no longer in effect" after two (2) years of good performance during which the employee has not been the subject of disciplinary action or further formal counseling.

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 through the grievance procedure contained in Article ~~5~~ 6 of this Agreement. The Union shall notify the Director of Labor Relations ~~Management and Compensation~~ in writing no later than fourteen (14) calendar days from the employees receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance procedure or request an appeal in accordance with Section 2-47 of the code of Miami-Dade County. The Union's choice between the grievance procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

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

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

The Department at their sole discretion may offer to an employee the option of forfeiting accrued annual or holiday leave in lieu of serving a disciplinary suspension. Employees selecting this option, that is authorized by the Union President or their designated representative and approved by the Department, shall waive their right to any appeal action of the suspension. The documentation of the suspension will be a part of the employee's work record and remain in their personnel file.

ARTICLE 41 PREVAILING BENEFITS

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

ARTICLE 42 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 Mayor or his authorized representative shall have the sole authority to determine vehicle

assignments external to normal shift assignments. Vehicle assignments are understood by the parties to be based upon operational necessity as determined solely by the County.

Vehicles assigned to workforce by the department shall be inspected yearly by the mobile garage to make sure that the vehicles are kept in good and safe operating condition. Additional inspections will be done at the work area with any deficiencies reported and corrected within a reasonable amount of time. Any vehicle that is found to be unsafe shall be removed until repairs and inspection is completed. The department shall provide, if needed, a pool vehicle so that operations will not be impacted.

ARTICLE 43 APPLICABILITY OF AGREEMENT

The general provisions herein contained, are mutually agreed to by the County, the Department and the Union. The specific provisions of this Agreement are mutually agreed to by the County, the Department and the Union and shall be binding on the County, the Department, the Union, or each, as the context may require. Provisions binding upon the Union shall be interpreted as binding upon all members of Bargaining Unit to abide by and to perform as specified. Provisions binding upon the County and the Department shall be interpreted as binding upon all administrative and other County or Department officials to abide by and perform as specified. Provisions of this Agreement obligating the County to grant certain benefits to the members of the Union shall be interpreted as representing the minimum commitment of the County to grant benefits to the members of the Bargaining Unit.

Nothing contained herein shall be interpreted as restricting the powers vested by law in the County Mayor or the County Commission to provide additional benefits to any employee. Nothing contained herein shall be interpreted to prevent or restrict the County or the Department from entering into agreement with other organizations of County or Department employees for benefits the same, in addition to, greater than, or different from those contained herein.

ARTICLE 44 SEVERABILITY CLAUSE

If any provision, section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid by a court of competent jurisdiction the remainder of this Agreement shall not be effected by such invalidity and shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 45 PHYSICAL EXAMINATIONS

The Department shall have the right and authority to require employees prior to being hired, promoted, transferred or rehired into bargaining unit classifications, to take physical examinations provided by the County. The Parties agree that the County shall bear all costs associated with the background screening process. This shall not include an applicant's or employee's challenge of a positive result resulting from a drug and alcohol screening.

ARTICLE 46 VOTING

Only when there is no early voting or absentee ballot options available will the County will allow employees who meet 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 advance and in such a fashion as to not interfere with normal work production and services.

CONDITIONS

1. The employee must be a registered voter; and

2. Must be scheduled for a shift of at least eight (8) hours duration on Election Day; and

3. More than one-half (1/2) of the hours of the scheduled shift must be between 7:00 a.m. and 7:00 p.m. on Election Day.

ARTICLE 47 MILITARY LEAVE OF ABSENCE

Time served by employees on Military Leave of Absence will be credited toward merit and longevity increases, longevity annual leave, longevity bonus, layoff retention rights and seniority credit for promotional examinations.

All employees represented by this agreement shall receive all benefits provided by the County as they pertain to Military Leave, in addition to those in accordance with governing federal and state law.

ARTICLE 48 TRAVEL REIMBURSEMENT

When it is necessary for an employee to use his private vehicle to enable him to perform assigned duties, such as to attend court on County business, he shall be reimbursed mileage in accordance with Administrative Order 6-3, Use of Private Vehicles. Employees will be reimbursed for tolls and parking in accordance with this Administrative Order.

ARTICLE 49 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.

The Department will provide notice to all employees of the availability of training in using the PeopleSoft ERP Recruitment System to respond to recruitment advertisements. Training will be provided on an individual or group basis, depending on demand.

In an effort to ensure proper training for Union Stewards in the administration of its contract, the County will allow up to four (4) stewards, twice a year, to attend two (2) day training sessions provided by the Union without loss of pay. The union shall provide advance notification to the Department's Human Resources Division of fifteen (15) days.

All County provided training shall be accessible to the Union's President, Vice President, and its board members without loss of pay and as authorized by the Department Director or designee.

ARTICLE 50 REGULAR PART-TIME STATUS

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

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

ARTICLE 51 HEALTH AND SAFETY

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. To this end, and due to the high volume of passenger and employee traffic, the Department shall provide hand sanitizing products for employees' use throughout the following areas: Operations Control Room (OCR), Public Information Counters (PIC), Landside Operations Station # 4, Maintenance Division Station #5, Security and Safety Identification and Fingerprint Sections, Terminal Operations Federal Inspection Stations, Landside Operations Permit and Decal Sections, Taxi Lot and Airside Operations Decal Area. 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 (l) 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.

5. The employee may request, at the Department's expense, prescribed medical testing arising from his or her performance of the assigned duties.

6. The County will keep employees and the Union informed of health virus updates and alerts.

ARTICLE 52 DEATH BENEFIT

When a full-time employee dies and it has been determined that his/her survivors are not entitled to County-provided job related death benefits, in addition to compensation for accumulated annual leave, holiday leave and other monies due to the employee, the County will pay to the employee's beneficiary (ies) ~~the equivalent of two (2) weeks normal pay, plus $2,000 in accordance with County policy.~~ the following death benefit amount determined by the employee's years of continuous County service:

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

~~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-53 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 department will continue to recognize 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 Relations ~~Management and Compensation~~. The Department agrees that it will work with the union to develop a Departmental Standard Operating Procedure (DSOP) to govern seniority bidding.

ARTICLE 54 BEREAVEMENT AND EMERGENCY SICK LEAVE

Full-time employees who regularly work five (5), eight hour day will be granted five (5) days of bereavement leave with pay in the event of a death in the immediate family, as provided in the County's Leave Manual. Employees who regularly work four (4), ten (10) hour days per week shall receive four (4) days of bereavement leave with pay in the event of a death in the immediate family.

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

Employees eligible for bereavement leave or emergency sick leave shall obtain advance approval whenever possible from an appropriate level supervisor prior to using such leave.

Part-time employees are not eligible for bereavement leave but are eligible for emergency sick leave.

ARTICLE 55 SAFE DRIVING AWARD

Employees in bargaining unit classifications who spend more than 50% of their work time driving County vehicles will be eligible to receive Safe Driving Awards. For each year that the employee completes without a preventable accident, the employee shall receive a pin stating the number of consecutive years of safe driving.

After the employee has completed five (5) consecutive years without a preventable accident, and each consecutive year thereafter, the employee will receive an award of $5.00 per year. Should an employee have a preventable accident, the employee shall begin to accumulate consecutive years of safe driving the first day after the accident occurred.

ARTICLE 56 LEADWORKER

Upon request of a department and after approval of by the Human Resources Department ~~Division~~, an employee may be designated a Leadworker, as defined in the approved County Pay Plan. When recommended by the concerned department appointing authority and approved by the Human Resources Department ~~Division~~, an employee may be designated as a Leadworker if the following conditions exist:

a) A Leadworker is assigned responsibility by the appointing authority to supervise one or more employees who are ordinarily classified the same as the Leadworker. Leadworkers perform their tasks under the direction of a supervisor of a higher level. Supervisors usually cannot be present to give constant supervision to the work because of duties and assignments which take them to other areas.

b) Leadworker designations may also be authorized by the Human Resources Department ~~Division~~, ~~or equivalent entity~~, for certain positions where extraordinary duties and responsibilities are required. An employee designated as a Leadworker shall receive the equivalent of one (1) pay step. A Leadworker pay provision does not affect the employee's pay anniversary date. Leadworker pay provisions may be assigned and removed at the sole discretion of the County.

c) A Leadworker shall not serve as a rater of performance evaluations of other employees in the same classification. If a Leadworker is rated on the basis of supervisory ability, it will only be to the extent actually exercised.

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

e) All areas of the Department will follow the SOP/DSOP on Leadworkers.

ARTICLE 57 PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

The parties agree that the Department shall comply with Florida State Statute 119.071. to the extent permissible under the Florida Public Records Act, the records and personal identifying information for incumbents in those classifications, requiring the performance of duties as set forth in this statute as qualifying for exemption from public inspection, shall be classified as protected and shall not be subject to release. The classifications covered by the bargaining unit at this time are the following:

Airport Noise Abatement Officer
Airport Operations Senior Agent (Airside)
Airport Operations Agent (Airside)
Airport Operations Specialist (Airside)
Landside Operations Officer 1
Landside Operations Officer 2
Landside Operations Senior Officer

ARTICLE 58 LABOR DAY EXHIBITION

Whereas the County and the Union recognize the hard work, dedication and contributions made by Aviation employees to Miami International Airport's success and history. And, whereas, to recognize the many forms of hard labor and salute these employees in all areas, the Aviation Department will provide space within the Terminal building before or ~~in outlying buildings~~ immediately preceding Labor Day for AFSCME Local 1542 to stage a yearly exhibition of "MIA Labor Service and Pride" subject to any expenditure and requests for reimbursements in accordance with County policies and procedures to include the Finance Division's review and approval.

The exhibition will include historical facts, safety information, and Aviation Department employee recognitions and pictures, along with the MIA and AFSCME logos.

ARTICLE 59 HURRICANE RIDERS FOR THE MIAMI INTERNATIONAL AIRPORT

Hurricane Riders are those employees who work before, during and right after a hurricane at Miami International Airport.

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

The County shall provide when available the necessary resources and accommodations to all employees considered essential that are required to work, before, during, and after the officially declared emergency.

All employees working shall receive a letter of commendation from the Department recognizing their service and dedication to be placed in their files.

ARTICLE 60 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 61 ON-CALL

Employees of the Information Technology Department (ITD) in the position classifications of Airport Computer Operating Specialist, Airport Systems Analyst Programmer 1, Airport Systems Analyst Programmer 2 and Airport Operating System 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 step during such on-call period. As determined operationally

necessary by the department, a beeper or other communication device will be provided for employees placed on scheduled on-call status.

ARTICLE 62 EMPLOYEE EVENTS AND RECOGNITION

The Union shall be given ample written notification of any and all employee recognition events such as but not limited to: pin ceremonies, special recognitions, Board of County Commission recognitions, MIA's Reward and Recognition and Safe Driving Awards for bargaining unit.

ARTICLE 63 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 1542 - Aviation Employees, shall be effective October 1, ~~2011~~ 2014, and continue to September 30, ~~2014~~ 2017.

Either party shall have the right, during the term of this Agreement to reopen this Agreement 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, 2014 to September 30, 2017) another Miami Dade County certified collective bargaining unit directly under the purview of the County Mayor successfully negotiates an across the board Cost of Living Adjustment increase which is effective during the term of this Agreement and is greater than the Cost of Living Adjustment increase provided for under Article 29 Wages, the Union shall automatically receive the across the board increase as the other Union.

~~The County has the right to re-open this agreement to discuss issues related to the implementation of the Enterprise Resources Planning (ERP) for a new countywide Human Resources (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 HRA System.~~

Either party may require, by written notice to the other between ~~April~~ January 1, ~~2014~~ 2017, and not later than April 30, 2014 7, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, ~~2014~~ 2017. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, ~~2014~~ 2017 through September 30, ~~2015~~ 2020.

EXHIBIT 1
BARGAINING UNIT
AVIATION EMPLOYEES LOCAL 1542

OCCUPATIONAL TITLE	OCCUPATIONAL CODE NUMBER
AIRPORT ACCOUNT CLERK	5338
AIRPORT ACCOUNTANT 1	5339
AIRPORT ADMINISTRATIVE SECRETARY	9054
AIRPORT APM TECHNICIAN	5377
AIRPORT ARCHITECTUAL DRAFTER 1	5488
AIRPORT ARCHITECTURAL DRAFTER 2	5489
AIRPORT ATTENDANT	5374
AIRPORT AUTO PARTS SPECIALIST 2	5405
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 1	5427
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 2	5428
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 3	5429
AIRPORT AUTOMOTIVE SUPPORT SPECIALIST	5401
AIRPORT BUILDING MAINTENANCE SYSTEMS OPERATOR	5275
AIRPORT CADASTRAL TECHNICIAN	9610
AIRPORT CAPITAL INVENTORY CLERK	5319
AIRPORT CARPENTER	5442
AIRPORT CARPENTER/ROOFER	5438
AIRPORT CLERK 2	5303
AIRPORT COLLECTION & INSPECTION REPRESENTATIVE	5334
AIRPORT COMMUNICATIONS SERVICE REPRESENTATIVE 1	5350
AIRPORT COMMUNICATIONS SERVICE REPRESENTATIVE 2	5351
AIRPORT COMPUTER OPERATIONS SUPPORT CLERK 2	5357
AIRPORT COMPUTER OPERATIONS SPECIALIST	9561
AIRPORT COMPUTER OPERATOR	5354
AIRPORT COMPUTER TECHNICIAN 1	5348
AIRPORT CONSTRUCTION EQUIPMENT MECHANIC	5419
AIRPORT DATA ENTRY SPECIALIST 1	5345
AIRPORT DATA ENTRY SPECIALIST 2	5346
AIRPORT DRIVER-MESSENGER	5343
AIRPORT ELECTRICIAN	5444
AIRPORT ELECTRONIC-ELECTRICAL EQUIPMENT TECHNICIAN 1	5472
AIRPORT ELECTRONIC-ELECTRICAL EQUIPMENT TECHNICIAN 2	5474
AIRPORT ELEVATOR CONTRACT SPECIALIST	9056
AIRPORT ENVIRONMENTAL INSPECTOR	5466
AIRPORT FIRE SUPPRESSION SYSTEMS TECHNICIAN	5479
AIRPORT GRAPHIC/VIDEO TECHNICIAN	9612
AIRPORT HEAVY EQUIPMENT TECHNICIAN	5464
AIRPORT HEAVY TRUCK TIRE REPAIRER	5407
AIRPORT HYDRAULICS MECHANIC	5418
AIRPORT INFORMATION & PROGRAM SPECIALIST	5362
AIRPORT INVENTORY CLERK	5318
AIRPORT INVENTORY CONTROL SPECIALIST	5320
AIRPORT LIGHT EQUIPMENT TECHNICIAN	5416
AIRPORT LIGHTING TECH	5468
AIRPORT LOCKSMITH	5446
AIRPORT MACHINIST	5450
AIRPORT MAINTENANCE MECHANIC	5404

OCCUPATIONAL TITLE	OCCUPATIONAL CODE NUMBER
AIRPORT MAINTENANCE REPAIRER	5403
AIRPORT MASON	5454
AIRPORT MOTORCYCLE MECHANIC	5417
AIRPORT NOISE ABATEMENT OFFICER	5253
AIRPORT OFFICE SUPPORT SPECIALIST 2	5306
AIRPORT OPERATING SYSTEMS PROGRAMMER	5355
AIRPORT OPERATIONS AGENT	5204
AIRPORT OPERATIONS SENIOR AGENT	5203
AIRPORT OPERATIONS SPECIALIST	5205
AIRPORT PAINTER	5448
AIRPORT PERMITS COMPLIANCE SPECIALIST	5340
AIRPORT PERSONNEL TECHNICIAN	9609
AIRPORT PLANT MECHANIC	5421
AIRPORT PLUMBER	5452
AIRPORT PRODUCTION SUPPORT SPECIALIST	9071
AIRPORT PUBLIC SERVICE ASSISTANT	5364
AIRPORT PURCHASING SPECIALIST	5295
AIRPORT RECORDS CENTER CLERK 2	5322
AIRPORT REFRIGERATION/AC MECHANIC	5456
AIRPORT SECRETARY	5310
AIRPORT SENIOR CADASTRAL TECHNICIAN	9611
AIRPORT SEMI-SKILLED LABORER	5402
AIRPORT SENIOR TELECOMMUNICATIONS TECHNICIAN	5214
AIRPORT SERVICE EQUIPMENT MAINTENANCE MECHANIC	5406
AIRPORT SIGN PAINTER	5458
AIRPORT SPRAYER	5461
AIRPORT SYSTEMS ANALYST/PROGRAMMER 1	5352
AIRPORT SYSTEMS ANALYST/PROGRAMMER 2	5353
AIRPORT TELECOMMUNICATIONS INSTALLER	5208
AIRPORT TELECOMMUNICATIONS TECHNICIAN	5213
AIRPORT TREE TRIMMER	5440
AIRPORT VIDEOGRAPHER/EDITOR	5225
AIRPORT WASTE PLANT ELECTRICIAN	5420
AIRPORT WASTE PLANT OPERATOR	5462
AIRPORT WELDER	5460
AIRPORT WORK PROCESSING OPERATOR 2	5313
AUXILIARY AIRPORT SPECIALIST	5372
FACILITIES MAINTENANCE CONTROLS SPECIALIST	5271
LANDSIDE OPERATIONS EQUIPMENT SPECIALIST	5390
LANDSIDE OPERATIONS OFFICER 1	5386
LANDSIDE OPERATIONS OFFICER 2	5388
LANDSIDE OPERATIONS SENIOR OFFICER	5389

EXHIBIT 1A
BARGAINING UNIT
AVIATION EMPLOYEES LOCAL 1542

OCCUPATIONAL TITLE	OCCUPATIONAL CODE NUMBER
AIRPORT ACCOUNT CLERK	5338
AIRPORT ACCOUNTANT 1	5339
AIPORT ADMINISTRATIVE SECRETARY	9054
AIRPORT ARCHITECTURAL DRAFTER 1	5488
AIRPORT ARCHITECTURAL DRAFTER 2	5489
AIRPORT AUTO PARTS SPECIALIST 2	5405
AIRPORT BUILDING MAINTENANCE SYSTEMS OPERATOR	5275
AIRPORT CAPITAL INVENTORY CLERK	5319
AIRPORT CLERK 2	5303
AIRPORT COLLECTION & INSPECTION REPRESENTATIVE	5334
AIRPORT COMMUNICATIONS SERVICE REPRESENTATIVE 1	5350
AIRPORT COMMUNICATIONS SERVICE REPRESENTATIVE 2	5351
AIRPORT COMPUTER OPERATOR	5354
AIRPORT COMPUTER TECHNICIAN 1	5348
AIRPORT CONSTRUCTION EQUIPMENT MECHANIC	5419
AIRPORT DATA ENTRY SPECIALIST 1	5345
AIRPORT DATA ENTRY SPECIALIST 2	5346
AIRPORT DRIVER-MESSENGER	5343
AIRPORT ELECTRONIC-ELECTRICAL EQUIPMENT TECHNICIAN 1	5472
AIRPORT ELECTRONIC-ELECTRICAL EQUIPMENT TECHNICIAN 2	5474
AIRPORT ENGINEERING DRAFTER 2	5487
AIRPORT HEAVY EQUIPMENT TECH	5464
AIRPORT HEAVY TRUCK TIRE REPAIRER	5407
AIPORT INFORMATION AND PROGRAM SPECIALIST	5362
AIRPORT INVENTORY CLERK	5318
AIRPORT INVENTORY CONTROL SPECIALIST	5320
AIRPORT OFFICE SUPPORT SPECIALIST II	5306
AIRPORT OPERATING SYSTEMS PROGRAMMER	5355
AIRPORT PRODUCTION SUPPORT SPECIALIST	9071
AIRPORT PURCHASING SPECIALIST	5295
AIRPORT RECORDS CENTER CLERK 1	5321
AIRPORT RECORDS CENTER CLERK 2	5322
AIRPORT SECRETARY	5310
AIRPORT SENIOR TELECOMMUNICATIONS TECH	5214
AIRPORT SIGN PAINTER	5458
AIRPORT SPRAYER	5461
AIRPORT STORES CLERK	5317
AIRPORT SYSTEMS ANALYST/PROGRAMMER 1	5352
AIRPORT SYSTEMS ANALYST/PROGRAMMER 2	5353
AIRPORT TELECOMMUNICATIONS INSTALLER	5208
AIRPORT TELECOMMUNICATIONS TECHNICIAN	5213
AIRPORT TELEPROCESSING COORDINATOR	5356
AIRPORT WASTE PLANT ELECTRICIAN	5420
AIRPORT WASTE PLANT OPERATOR	5462
AIRPORT WELDER	5460
AIRPORT WORD PROCESSING OPERATOR 2	5313

EXHIBIT 1B
BARGAINING UNIT
AVIATION EMPLOYEES LOCAL 1542

OCCUPATIONAL TITLE	OCCUPATIONAL CODE NUMBER
AIRPORT APM TECHNICIAN	9481
AIRPORT ATTENDANT	5374
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 1	5427
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 2	5428
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 3	5429
AIRPORT AUTOMOTIVE SUPPORT SPECIALIST	5401
AIRPORT CARPENTER	5442
AIRPORT CARPENTER/ROOFER	5438
AIRPORT COMPUTER OPERATIONS SUPPORT CLERK 2	5357
AIRPORT COMPUTER OPERATIONS SPECIALIST	9561
AIRPORT ELECTRICIAN	5444
AIRPORT ELEVATOR CONTRACT SPECIALIST	9056
AIRPORT ENVIRONMENTAL INSPECTOR	5466
AIRPORT FIRE SUPPRESSION SYSTEMS TECHNICIAN	5479
AIRPORT GRAPHIC/VIDEO TECHNICIAN	9612
AIRPORT HEAVY EQUIPMENT TECHNICIAN	5464
AIRPORT HYDRAULICS MECHANIC	5418
AIRPORT INFORMATION AND PROGRAM SPECIALIST	5362
AIRPORT LIGHTING EQUIPMENT TECHNICIAN 1	5416
AIRPORT LIGHTING TECHNICIAN	5468
AIRPORT LOCKSMITH	5446
AIRPORT MACHINIST	5450
AIRPORT MAINTENANCE MECHANIC	5404
AIRPORT MAINTENANCE REPAIRER	5403
AIRPORT MASON	5454
AIRPORT MOTORCYCLE MECHANIC	5417
AIRPORT NOISE ABATEMENT OFFICER	5253
AIRPORT OPERATIONS AGENT	9763
AIRPORT OPERATIONS SENIOR AGENT	9764
AIRPORT OPERATIONS SPECIALIST	9762
AIRPORT PAINTER	5448
AIRPORT PERMITS AND COMPLIANCE SPECIALIST	5340
AIRPORT PLANT MECHANIC	5421
AIRPORT PLUMBER	5452
AIRPORT PUBLIC SERVICE ASSISTANT	5364
AIRPORT REFRIGERATION MECHANIC	5456
AIRPORT SEMI-SKILLED LABORER	5402
AIRPORT SERVICE EQUIPMENT MAINTENANCE MECHANIC	5406
AIRPORT SENIOR CADASTRAL TECHNICIAN	9611
AIRPORT TREE TRIMMER	5440
AIRPORT VIDEOGRAPHER/EDITOR	5225
AUXILIARY AIRPORT SPECIALIST	5372
FACILITIES MAINTENANCE CONTROLS SPECIALIST	5271
LANDSIDE OPERATIONS EQUIPMENT SPECIALIST	5390
LANDSIDE OPERATIONS OFFICER 1	5386
LANDSIDE OPERATIONS OFFICER 2	5386
LANDSIDE OPERATIONS SENIOR OFFICER	5389

Addendum 1

MIAMI-DADE COUNTY
PROPERTY APPRAISER
2014 Preliminary Taxable Values by Taxing Authority
JULY 1, 2014

TAXING AUTHORITY	2013 PRELIMINARY TAXABLE VALUE	2014 TAXABLE VALUE BEFORE NEW CONSTRUCTION	PERCENT CHANGE	NEW CONSTRUCTION	2014 PRELIMINARY TAXABLE VALUE	PERCENT CHANGE FROM 2013
01 MIAMI	32,735,669,577	35,119,927,481	7.3%	166,913,753	[illegible]	7.8%
011 MIAMI (DDA)	12,477,077,436	13,428,726,854	7.6%	-3,412,419	[illegible]	7.6%
02 MIAMI BEACH	24,656,576,889	26,952,136,331	9.3%	192,208,101	[illegible]	9.9%
0201 MB NORMANDY SHORES	121,339,665	134,271,838	10.7%	91,958	[illegible]	10.7%
03 CORAL GABLES	12,280,770,590	12,717,739,971	3.6%	137,831,469	[illegible]	4.7%
04 HIALEAH	6,971,712,847	7,290,410,174	4.6%	16,852,534	[illegible]	4.8%
05 MIAMI SPRINGS	910,262,509	941,041,265	3.4%	5,463,633	[illegible]	4.0%
06 NORTH MIAMI	2,085,026,011	2,191,444,686	5.1%	10,700,032	[illegible]	5.6%
07 NORTH MIAMI BEACH	1,740,998,099	1,868,082,233	7.2%	3,000,331	[illegible]	7.4%
08 OPA-LOCKA	659,709,852	658,786,213	-0.1%	2,300,277	[illegible]	0.2%
09 SOUTH MIAMI	1,439,343,727	1,476,431,008	3.0%	4,169,463	[illegible]	3.3%
10 HOMESTEAD	1,805,014,736	1,895,180,282	5.0%	54,089,972	[illegible]	8.0%
11 MIAMI SHORES	764,132,319	827,261,746	8.3%	2,531,152	[illegible]	8.6%
12 BAL HARBOUR	3,662,782,693	3,952,498,817	8.2%	1,981,172	[illegible]	8.3%
13 BAY HARBOR ISLANDS	602,162,980	670,605,821	11.4%	28,321,684	[illegible]	16.1%
14 SURFSIDE	1,144,071,250	1,310,089,695	14.5%	28,766,312	[illegible]	16.9%
15 WEST MIAMI	283,943,526	301,926,649	6.3%	139,852	[illegible]	6.4%
16 FLORIDA CITY	414,593,947	408,907,606	-1.4%	1,346,016	[illegible]	-1.0%
17 BISCAYNE PARK	132,789,629	144,581,941	8.9%	-93,624	[illegible]	8.8%
18 EL PORTAL	88,430,341	98,340,021	11.2%	642,686	[illegible]	11.9%
19 GOLDEN BEACH	693,713,276	752,472,980	8.5%	7,729,306	[illegible]	9.6%
20 PINECREST	3,737,105,593	3,878,622,420	3.8%	34,922,892	[illegible]	4.7%
21 INDIAN CREEK	431,076,677	447,552,960	3.8%	638,810	[illegible]	4.0%
22 MEDLEY	1,797,187,544	1,753,859,122	-2.4%	9,224,217	[illegible]	-1.9%
23 N. BAY VILLAGE	669,073,745	746,943,039	11.6%	1,041,146	[illegible]	11.8%
24 KEY BISCAYNE	6,151,903,029	6,674,961,239	8.5%	22,596,950	[illegible]	8.9%
25 SWEETWATER	1,277,173,844	1,311,514,898	2.7%	4,706,583	[illegible]	3.1%
26 VIRGINIA GARDENS	183,247,173	187,491,243	2.3%	48,321,238	[illegible]	26.7%
27 HIALEAH GARDENS	909,500,904	931,813,069	2.5%	16,441,313	[illegible]	4.3%
28 AVENTURA	7,786,432,398	8,290,229,617	6.5%	104,081,513	[illegible]	7.8%
30 UNINCORPORATED	55,401,084,606	57,837,762,162	4.4%	692,896,543	[illegible]	5.8%
31 SUNNY ISLES BEACH	6,904,085,892	7,679,092,753	11.2%	226,030	[illegible]	11.2%
32 MIAMI LAKES	2,510,361,667	2,567,836,277	2.3%	7,124,847	[illegible]	2.6%
33 PALMETTO BAY	2,400,102,401	2,458,649,991	2.4%	3,587,147	[illegible]	2.6%
34 MIAMI GARDENS	3,324,260,793	3,451,480,819	3.8%	-5,563,716	[illegible]	3.6%
35 DORAL	8,882,534,791	9,276,097,448	4.5%	227,856,107	[illegible]	7.0%
36 CUTLER BAY	1,769,747,418	1,856,653,935	4.9%	55,904,952	[illegible]	8.1%
COUNTY-WIDE	197,133,835,884	208,864,151,895	6.0%	1,488,486,863	[illegible]	6.8%
FIRE AND RESCUE	114,370,582,277	119,797,251,402	4.7%	1,403,067,864	[illegible]	6.1%
LIBRARY	180,215,465,044	190,798,231,313	5.9%	1,194,462,737	[illegible]	6.6%
SCHOOL BOARD	215,102,187,528	233,120,460,556	8.4%	1,690,438,200	[illegible]	9.2%
S FL WATER MNGT DIST	198,108,798,213	210,933,001,427	5.9%	1,690,438,200	[illegible]	6.8%
FL INLAND NAV DIST	198,108,798,213	210,933,001,427	5.9%	1,690,438,200	[illegible]	6.8%
THE CHILDREN'S TRUST	198,108,798,213	210,933,001,427	5.9%	1,690,438,200	[illegible]	6.8%

Addendum 2

Yearly Growth in Taxable Value of Countywide (CW) and UMSA	Base Wage Increase of:
13.0%	1.0%
13.5%	1.5%
14.0%	2.0%
14.5%	2.5%
15.0%	3.0%
15.5%	3.5%
16% or higher	4.0%

	Examples	CW	UMSA	Combined CW and UMSA	COLA
1	2014-15	n/a	n/a	n/a	0%
	2015-16	5.5	5.5	11	0%
	2016-17	5.5	5.5	11	0%
2	2014-15	n/a	n/a	n/a	0%
	2015-16	6	5	11	0%
	2016-17	7.5	7.5	15	0%
3	2014-15	n/a	n/a	n/a	0%
	2015-16	6.5	6.5	13	0%
	2016-17	6.5	6.5	13	1%
4	2014-15	n/a	n/a	n/a	0%
	2015-16	5.5	7.5	13	0%
	2016-17	8	5	13	1%
5	2014-15	n/a	n/a	n/a	0%
	2015-16	7.5	7.5	15	0%
	2016-17	6.5	6.5	13	3%
6	2014-15	n/a	n/a	n/a	0%
	2015-16	7.5	7.5	15	0%
	2016-17	7.5	8.5	16	4%
7	2014-15	n/a	n/a	n/a	0%
	2015-16	8.5	8.5	17	0%
	2016-17	8.5	8.5	17	4%
8	2014-15	n/a	n/a	n/a	0%
	2015-16	9	9	18	0%
	2016-17	9.5	9.5	19	4%

Addendum 3

Plan Year 2015 Premium Rates

Plan	Tier	Biweekly Premium
High HMO	Employee Only	$75.00
	Employee + Spouse	$208.35
	Employee + Child(ren)	$180.17
	Family	$287.77
POS	Employee Only	$100.00
	Employee + Spouse	$344.54
	Employee + Child(ren)	$285.86
	Family	$595.59
NEW OPTION:		
Select Network	Employee Only	$0.00
	Employee + Spouse	$166.00
	Employee + Child(ren)	$141.00
	Family	$236.00

Plan Design	Design Changes for High HMO / POS	NEW Select Option
Inpatient Hospital Copay per Admit*	$200	$0
Emergency Room Copay	$100	$50
Urgent Care Copay	$25/$50	$25
Outpatient Hospital Copay*	$100	$0
Freestanding Diagnostic Center Copay	$0	$0
Ambulatory Surgical Center Copay	$0	$0
Physician Copays	$15/$30	$15/$30
	Primary Care/Specialist	
Retail Pharmacy Copays	$15/$40/$55	$15/$25/$35
	Generic/Pref Brand/Non-Pref Brand	
Mail Order Pharmacy Copays	$30/$80/$110	$30/$50/$70
	Generic/Pref Brand/Non-Pref Brand	
Specialty Pharmacy Copay	$100	$15/$25/$35
Out of Pocket Maximum**	$3,000	$2,500
	2x Family	
* Waived at Jackson Health System		
**In 2015, pharmacy copays will count towards the Out of Pocket Maximum		

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
THE MIAMI-DADE COUNTY AVIATION DEPARTMENT,
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O.,
MIAMI-DADE COUNTY AVIATION DEPARTMENT
EMPLOYEES LOCAL 1542
OCTOBER 1, 2014 – SEPTEMBER 30, 2017

This Agreement signed this _____day of _____, 2014.

For the American Federation of
State, County and Municipal
Employees, A.F.L.-C.I.O,
Employees Local 1542

For Miami-Dade County

_____
Antonio M. Eiroa, President

_____
Carlos A. Gimenez, Mayor

_____
Barbara Carlo, Vice President

_____
Arleene Cuellar, Director
Human Resources

_____
Witness

_____
Emilio T. Gonzalez, Director
Miami-Dade Aviation Department

_____
Witness

_____
Tyrone W. Williams Esq., Labor
Relations Director
Human Resources

_____
Witness

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Witness