COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
THE MIAMI-DADE WATER AND SEWER DEPARTMENT,
AND
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O.,
MIAMI-DADE WATER AND SEWER EMPLOYEES LOCAL 121
JUNE 1, 2023 – MAY 31, 2026

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ARTICLE 1 AGREEMENT

This Agreement is made and entered into on the first day of June 2023 by and between Miami-Dade County, the Miami-Dade Water and Sewer Department (hereinafter referred to as the County) and the American Federation of State, County, and Municipal Employees, AFL-CIO, Miami-Dade Water and Sewer Department Employees Local 121 (hereinafter referred to as the Union). Said Agreement is to be effective on the above date provided that it has been ratified by the Union and by the Miami-Dade Water and Sewer Department and the Board of County Commissioners of Miami-Dade County, Florida. All new or amended provisions contained in this Agreement shall be effective upon ratification unless a different effective date is specifically provided for in the affected Article.

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 Order, Implementing Order, County Leave Manual, or 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.

The provisions of this Agreement will supersede Personnel Rules, Implementing Orders, or Administrative 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. 8H-RA-762-0071, Certification No. 373.

Included: All full time and regular part-time personnel employed by Miami-Dade County and the Miami-Dade Water and Sewer Department in job classifications specifically defined in Exhibit 1. (Attached hereto and made a part hereof by reference).

Excluded: All professional, supervisory, managerial and confidential personnel employed by Miami-Dade County and the Miami-Dade Water and Sewer Department and all temporary, seasonal, substitute and emergency personnel employed by Miami-Dade County and the Miami-Dade Water and Sewer Department and all other employees.

Definitions: Regular part-time means those individuals who work 20 hours or more per week for at least six (6) months per year.

Temporary and substitute personnel means those individuals who work less than four (4) consecutive months in any twelve (12) month period.

Seasonal and emergency personnel as defined in Miami-Dade County Personnel Rules, Chapter III, Section 8 (B) and (C).

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, Implementing Orders, County Leave Manual, Administrative Orders, 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 Miami-Dade Water and Sewer Department, the question of inclusion or exclusion within the Bargaining Unit shall be determined by reference to and comparability with the above Certificate of Recognition. If a dispute arises, it will be settled in accordance with the state law.

ARTICLE 3 NON-DISCRIMINATION

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, creed, national origin, age, political affiliation, religion, marital status, sexual orientation, membership in the Union, or for engaging in any lawful Union activities.

This Article is intended solely to comply with Federal, State and local regulations concerning the criteria enumerated above and shall have no reference to any pending dispute between the Department, the County and the Union or employees previously employed by any municipality or privately owned utility.

ARTICLE 4 CHECK OFF

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues of such employees from his bi-weekly pay and remit such deduction to the Union within ten (10) days of the date of deduction. The Union will notify the County, in writing, at least thirty (30) days prior to any change in the amount of the regular dues deduction. An employee may, upon thirty (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.

The County, with at least ninety (90) days prior written notice, will provide one payroll deduction for the Union's political action committee (PAC) and one payroll deduction for the Union's scholarship fund.

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

It is agreed and understood that the County, through its Mayor or designee, Deputy Mayor, Department Director, 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.

ARTICLE 5 GRIEVANCE PROCEDURES

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 or otherwise describe readily identifiable members of the class (e.g. employees who work night shift at the Alexander Orr Water Treatment Plant). 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. Reductions in pay, reprimands, position classifications, classification appeal, performance evaluation appeals, disability determinations, job descriptions, formal counseling 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 procedures:

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 fourteen (14) 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 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.

Nothing shall prevent the parties from agreeing to submit initial grievances to any step deemed appropriate up to Step 4 in order to expedite a determination, provided that at least one grievance step shall always precede arbitration. Such request shall be made to the Division Director of Labor Relations and Employee Records Division, Human Resources Department. In the event the request to start at Step 4 is denied, the grievance shall go back to the appropriate Step and the aggrieved employee and/or Union Steward shall have ten (10) calendar days from the date of denial to proceed. The time limits set forth above may be waived only by mutual agreement in writing between the parties.

5. If a grievance is not processed by the Union and/or the aggrieved employee within the time limits provided for in Steps 3 and 4 the grievance shall be considered dropped with prejudice. This shall not bar the re-filing of a grievance should the grieved incident reoccur. 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 time provided above for each step; provided that the other party is notified of the requested extension prior to the expiration of the original 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, 4, above, shall be directed to the Union, with a copy furnished to the aggrieved employee. In class grievances, copies will be directed only at 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.

ARTICLE 6 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 and Employee Records Division no later than fifteen (15) calendar days after the Department Director's response is due in Step 4 of the grievance procedure.

2. The Parties to this Agreement will attempt to mutually agree upon an independent arbitrator within ten (10) calendar days of receipt of Union request for arbitration. If this cannot be done, a panel or panels will be immediately requested from the American Arbitration Association and selection of an arbitrator will be made within fifteen (15) calendar days of receipt thereof.

3. The arbitration shall be conducted under the rules set forth in this Agreement and, where not in conflict with this Agreement, under the 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 of 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 expenses 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 summoned to testify in such a manner as 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 or his designee. 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 thirty (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 5, Section 3, and matters covered under Article 7, Classification Appeal, and Article 8, Job Descriptions, shall be excluded from Arbitration.

ARTICLE 7 CLASSIFICATION REVIEW AND APPEAL

1. If an employee has reason to believe that he/she is misclassified, based upon a significant change in his/her job duties and responsibilities, he/she may apply for a review of their classification, in writing, to their immediate supervisor.

2. Such reclassification request shall be limited to one (1) request during the term of this agreement. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to the Labor Relations and Employee Records Division of the Human Resources Department, or equivalent entity, by the employee's department within thirty (30) calendar days of receipt of request.

3. Within sixty (60) calendar days of such receipt for request of reclassification, the Labor Relations and Employee Records Division shall render a decision.

4. Whenever the Human Resources Director determines that an employee is misclassified, the employee shall always be placed in a current, appropriate classification, unless the Human Resources Director determines that there is no existing appropriate classification. In such cases, the Human Resources Director shall establish the classification, job description and pay range, which shall be maintained during the term of this Agreement.

5. If the decision of the Labor Relations and Employee Records Division is deemed a “no change,” the employee may, within fourteen (14) calendar days request in writing, a hearing by the Human Resources 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 Director will

explain the basis for the decision in writing in the event the request is denied. The Human Resources Director shall hold such hearing within ninety (90) calendar days of the request. The Human Resources Director's decision shall be final and binding, and not subject to further appeal.

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.

ARTICLE 8 JOB DESCRIPTIONS

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 job description or title of class within this Bargaining Unit, the County shall discuss with the Union the proposed change in job description. 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 five (5) calendar days of the conclusion of the discussion stated in paragraph 3 above, request a hearing before the Human Resources Director. This hearing shall be held at a mutually agreeable time, within thirty (30) calendar days.

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

ARTICLE 9 LABOR-MANAGEMENT CONFERENCES

Department Management and the Union agree to meet and confer on matters of interest on a monthly basis or 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 and one (1) employee representatives from each major division of the Department not to exceed ten (10) employees. Names of representatives shall be certified to the Miami-Dade Water and Sewer Director and the Director of Labor Relations and Employee Records Division of the Human Resources Department.

Performance Based Compensation Projects - The Union and the County agree to work cooperatively to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a collaborative effort between the County and the Union, to effect

meaningful performance based productivity gains that are designed to enhance the effectiveness and efficiency of the Department.

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 parties agree that they 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 that the County will endeavor to offer comparable employment to any qualified employee displaced as a result of this program. Employees in the Department who will be affected by new processes and equipment will be given the opportunity to be trained on such processes and equipment.

A special labor management committee will be established between the Union, the Department and Human Resources Department, or equivalent entity, for the purpose of identifying those bargaining unit classifications that have experienced a recruitment/retention problem, or where internal compensation inequities exist as a result of previously granted selective salary adjustments.

ARTICLE 10 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 Water and Sewer Department Director and the Director of Labor Relations and Employee Records Division.

2. It is agreed to and understood by the parties to this Agreement that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The supervisor's approval will not be unreasonably withheld.

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

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 and Employee Records Division.

5. The Union President, Vice President, Recording Secretary and Secretary-Treasurer will be released from duty with pay to administer this agreement. An additional full-time bargaining

unit member, appointed by the Union President, will be released from duty with pay to administer this agreement.

6. The Union President, Vice President, Recording Secretary and Secretary-Treasurer shall receive while on such release, performance evaluations containing no more than an overall rating, which shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity.

   Employees released from duty with pay under this provision shall be exempted from layoff bumping while released.

7. In addition to the standard forty-hour work week, the Union President, Vice President, Recording Secretary, Secretary-Treasurer and full-time released bargaining unit member(s), 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.

ARTICLE 11 ATTENDANCE AT MEETINGS

1. The President, Vice President and three (3) 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 and Employee Records Division. The Union shall give reasonable notice to the employee's supervisor.

2. Three (3) representatives of the Union shall be authorized time off without loss of pay to attend any of the following conventions:

   An International Convention of AFSCME which is held every second year; State Convention of AFSCME Council 79 which is held once a year.

   State AFL-CIO Convention which is held once a year.

   The maximum number of days allowed per convention per person shall be: Five (5) days to attend the International Convention of AFSCME, three (3) days to attend the State Convention of AFSCME Council 79 and four (4) days for the State AFL-CIO Convention. These employees shall be designated in writing to the Department Director. The Union shall give reasonable notice to the employee's supervisors.

3. Time off with pay shall be permitted to the Union President (or his/her designee) to attend any County Commission or Department meetings concerning Union affairs.

ARTICLE 12 BULLETIN BOARDS

The Department will provide for the Union's use a bulletin board in each Water and Sewer Department building in which the Union has members working. Such bulletin board shall be shared by the Union with other Employee Organizations having similar bulletin board privileges. Any notice or item placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing such notice or item on the bulletin board. Notices placed on a

bulletin board shall be limited to announcements of Union meetings, elections, and social or recreational events. 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 his/her designee.

ARTICLE 13 STRIKES AND LOCKOUTS

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

Any employee who participates in or promotes a strike, work stoppage, slowdown, sick out, or concerted failure or refusal to perform assigned work or who participates in or promotes a picket line while working 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 Water and Sewer Department, the President of the Union shall promptly and publicly order the employees to return to work and attempt to bring about a resumption of normal operations.

ARTICLE 14 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 a limitation upon the Department's right to reduce the employee's hours of work.

2. The standard work week commences at 12:01 a.m. on Monday and ends at 12:00 a.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 a reasonable effort to rotate schedules within assigned shifts to distribute weekend assignments equally.

5. Work schedules will not be altered by changing the number of hours per day or days per week solely to avoid the payment of overtime.

6. Notice of any changes to employee schedules, including changes to work locations or days off, must be given at least two (2) weeks in advance, or up to three (3) weeks if the employee demonstrates a hardship, unless required by an emergency.

ARTICLE 15 OVERTIME COMPENSATION

1. All work authorized to be performed by non-job basis employees in excess forty (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.

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

3. Time off with pay on a County recognized holiday shall 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 be counted as time worked for the purpose of calculating the payment of overtime.

4. Employees required to work three (3) hours immediately before or two (2) hours immediately beyond their normal work shift shall receive a one-half (1/2) hour paid rest break at the applicable rate of pay.

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

6. The parties agree that overtime hours shall be used in the computation of arriving at average earnings for purposes of establishing pension benefits.

7. The parties agree that assignments and authorization of overtime work shall rest solely with the Department Director or his designated representatives. Giving consideration to the organizational subdivisions of the Department assignments and shifts, and the ability to perform the work, the Department shall distribute overtime work among employees as equally as practicable.

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

9. 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.

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

11. Except as set forth below, there shall be no cap on bargaining unit members when participating in a Gainsharing project with respect to the amount of hours of overtime worked on such project. Notwithstanding the foregoing, a bargaining unit member shall not work more than the safe amount of hours of overtime established by Federal or State law or regulatory agencies, or by policy established by Miami-Dade County or the Department, with the concurrence of the Union.

ARTICLE 16 CALL-BACK

1. 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 and is not scheduled twenty-four (24) hours or more in advance. 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.

2. An employee required to work four (4) or more consecutive hours immediately preceding his regularly assigned work shift will be allowed one (1) hour off without pay. This one (1) hour off without pay, if requested, shall be taken at the beginning of the employee's regularly assigned work shift. This provision shall only apply to employees called back to work.

ARTICLE 17 TOOL ALLOWANCE

1. Employees in the position classifications of Plant Diesel Mechanic, Plant Electrician, Plant Mechanic, Water and Sewer Utility Equipment Mechanic, Water and Sewer Electrician, Water and Sewer Machinist, Water and Sewer Automotive Mechanic, Water and Sewer Treatment Plant Instrument Technician, Water and Sewer Refrigeration A/C Mechanic, Water and Sewer Maintenance Mechanic, Water and Sewer Structural Maintenance Worker who are required by the Water and Sewer Department to provide their own hand tools and in accordance with required tool lists, established and maintained by the Department, for each classification, will receive $860.86 net per year as a total tool allowance to be paid in prorated amount over 26 pay periods. Tool lists shall contain those tools required for the safe and efficient performance of all assigned duties. Employees will receive thirty (30) days' notice prior to new tool(s) being required by the Department.

2 Each employee required by Water and Sewer Department policy to provide his own hand tools in accordance with 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. 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 non-compliance occurs.

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

ARTICLE 18 HOLIDAYS

1. The following days shall be considered holidays:

New Year's Day	Labor Day
Dr. Martin Luther King Jr.'s Birthday	Columbus Day
Presidents' Day	Veteran's Day
Law Enforcement Appreciation Day***	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth**	Christmas Day
Independence Day	Employee's Birthday*
3 Floating Holidays	

2. Regarding the Floating Holidays, the Department may require as much as two (2) pay periods prior notice. The holidays must be used within the contract 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 (9) pay periods of County service are eligible for these holidays. If the holidays are 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 (2) 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. ***Regarding the Law Enforcement Appreciation Day Holiday it is recognized and designated as a paid County holiday to be observed on the Friday before National Police Week.

5. Regarding the Juneteenth Holiday it is recognized and designated as a paid County holiday to be observed on June 19 of each year for non-bargaining employees and all other employees covered by collective bargaining agreements whose agreements provide for this holiday.

**In the event June 19 is on a Saturday or Sunday in any given year, the paid County holiday shall be observed on the following business day. Should the Board of County Commissioners (BCC) change the holiday's observance day it shall automatically be changed in this agreement to conform to the BCC's decision to change the day of observance.

ARTICLE 19 HOLIDAY LEAVE

1. Holiday Leave shall be 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.

2. Holiday Leave can be accrued to a maximum of 240 hours for those employees designated as non-job basis by the County's Pay Plan.

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 the employee's normal workday for each holiday worked.

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 F, G, H, I, of this Article.

6. Non-job basis employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (12) hours Holiday Leave and time and one-half for all hours worked in excess of forty (40) hours during that week.

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.

8. Non-job basis employees who work on a holiday 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.

9. Employees who regularly work four ten-hour days per week shall receive fifteen (15) hours Holiday Leave under Section 6, above, and ten (10) hours of Holiday Leave under Section 7 and 8 above.

ARTICLE 20 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 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 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.

The parties agree to implement performance-based compensation projects involving bargaining unit classifications. These Performance-based Compensation Projects shall be 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. Union representatives shall be appointed by the Union President.

The parties agree that the gainsharing MOU executed on November 2021 is applicable and enforceable.

The performance-based gainsharing provided for in this Article shall be in conformance with established gainsharing guidelines and the MOU. A savings pool will be established which shall consist of the net savings in excess of the performance targets established by the MOU. Fifty (50) percent of the savings pool shall be available for distribution as gainsharing incentive pay to all members of the bargaining unit. In addition, such incentive pay shall be distributed equally among all members of the bargaining unit and in advance of the holiday season, if feasible, and in accordance with the gainsharing MOU.

One bargaining unit member, selected by the Union President, will be released fulltime to administer the gainsharing MOU in order to work on ways to achieve the goals contemplated by this agreement, and to aid in the formulation of Union proposals. The full time release shall have

working space, appropriate resources, access to relevant databases and any public records, to include any of the information that the Employer is required to provide to the Union under this MOU or the CBA. The Employer shall provide all necessary training to this employee regarding accessing and retrieving any necessary information from the relevant WASD procurement related database.

ARTICLE 21 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

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.

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;
c. Take such actions as may be necessary to carry out services during emergencies declared by the Water and Sewer 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 the County Rules and regulations;
e. The County may for just cause dismiss, suspend, reprimand, demote, reduce in grade, reduce in pay or otherwise discipline employees 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, safe practices, and discipline. The County will inform the Union of any changes in the existing 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.
k. Contract out for goods and services. The Department will provide the Union at least sixty (60) calendar days written notice in contracting out for services currently being performed by bargaining unit employees. The County will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees, or which could be performed by bargaining unit employees. The County agrees that such Requests for Proposals shall require proposed vendors to provide detailed pricing proposals that separate the pricing for parts and labor. The County agrees to provide the Union with copies of such pricing proposals at the point that such proposals become public. The County agrees that, when the Department submits a written recommendation to contract out for services currently being performed by bargaining unit employees or which could be performed by bargaining unit members, a copy of such recommendation shall be sent forthwith to the Union. Except in emergencies or other situations of immediate need, whenever the department is considering contracting out work that can be

performed by bargaining unit employees or that is currently being performed by bargaining unit employees, it shall first discuss the intended contract with the Union in a regular or special Labor Management meeting in which the department shall discuss its reasons for the intended contracting. The Union may, within thirty (30) days or less, propose an alternative plan by which the work may be done economically, efficiently and in accordance with required laws and regulations by appropriate members of the Bargaining Unit. The parties agree that any alternative proposal submitted by the Union shall be given full and fair consideration in any decision regarding such contract. To the extent that the implementation of such proposal results in net savings to the Department in excess of the performance targets established by the MOU contemplated by Article 20, such net savings shall be added to the savings pool established by Article 20 and shall be eligible for distribution in the manner set forth in Article 20.

The Union shall be notified, as soon as is practical, of any emergencies or other situations of immediate need for contracting out bargaining unit work.

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 undertaking, 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.

Management shall not exercise its management's rights in an arbitrary, discriminatory or capricious manner.

ARTICLE 22 NIGHT SHIFT PAY DIFFERENTIALS

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 two (2) pay steps 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 one (1) pay step 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.

   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 the shift.

4. 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.

5. 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 23 SPECIAL WAGE PROVISIONS

1. LONGEVITY BONUS: Employees with fifteen (15) years of continuous service shall receive annual longevity bonus payments 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	3.0%
31	3.1%
32	3.2%
33	3.3%
34	3.4%
35 or more	3.5%

2. LONGEVITY PAY STEPS

   Employees who are on the maximum of the pay range, L1, or L2 and whose pay anniversary date is greater than two (2) years, may be eligible for a ½ pay step (supplement pay).

   Once the employee completes five (5) years, they may progress to the next step (and the temporary ½ pay step supplement will be removed).

An additional longevity Step (L3) will be established.

Effective October 1, 2018, employees on L2 and whose pay anniversary date is greater than five (5) years may be eligible to progress to L3.

Employees will receive pay step increments for continuous service in the same classification as described below:

a) Advancement by one-half pay step (pay supplement) may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at the maximum rate of the salary range. Such advancement will be one-half pay step beyond the normal maximum rate.

b) Advancement to longevity Step 1 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at the maximum rate of the salary range. Such advancement, if approved, will be one (1) pay step beyond the normal maximum rate.

c) Advancement by one-half pay step may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at longevity Step 1 of the salary range. Such advancement will be one-half pay step beyond longevity Step 1.

d) Advancement to longevity Step 2 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at longevity Step 1 of the salary range. Such advancement, if approved, will be one (1) pay step beyond longevity Step 1.

e) Advancement by one-half pay step may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at longevity Step 2 of the salary range. Such advancement will be one-half pay step beyond longevity Step 2.

f) Advancement to longevity Step 3 may be made on the employee's pay anniversary date after completion of five (5) consecutive years at longevity Step 2 of the salary range. Such advancement, if approved, will be one (1) pay step beyond longevity Step 2.

g) Longevity increases shall be administered in accordance with the merit concept. These increases shall be granted, deferred, or denied on the basis of the individual achieving annual "satisfactory" or better performance evaluation ratings in a majority of the evaluations conducted during the required length of service period and during the final year.

3. SAFE DRIVING INCENTIVE

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

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

The County shall have the ability to recommend intermediate pay requests for original appointments of new hires based upon relevant experience, complex skill sets, and hiring difficulties in accordance with County compensation procedures. County Departments shall obtain the Human Resources Department, Labor Relations and Employee Records Division and Union concurrence, prior to the authorization of such intermediate pay rates.

5. SPECIAL WAGE PROVISIONS

Full-time bargaining unit employees will be eligible to receive a $70.00 biweekly pay supplement.

6. W&S Customer Service Representatives 1 and 2, and W&S Meter Readers, who are assigned to the Field Services Section within the Retail Customer Service Division, shall be eligible to receive Lead-worker pay (1 pay step) for issuing civil violation notices to retail customers.

7. Full-time bargaining unit employees in the classifications of W&S Backflow Enforcement Specialist (5822) and W&S Senior Meter Technician (5859) that issues civil citations will receive a one (1) pay step supplement.

8. Employees who obtain a Water Distribution System Operator License that is higher than the license they are required to possess for their classification, will receive one 1 pay step.

9. SAFETY TRAINING SUPPLEMENT

Full-time bargaining unit employees who successfully complete an OSHA introductory training course as established by the department and meet the criteria listed below would be eligible to receive a five percent (5%) pay supplement for working at a Water or Wastewater Treatment Plant.

- Employees permanently assigned to Alexander Orr, Hialeah/Preston, Blackpoint, Virginia Key, or Interama Treatment Plants must work a full shift at one of these plants to be eligible to receive this pay supplement.

- Employees already receiving a one or two pay step supplement for Hazardous Duty pay are not eligible for this pay supplement.

10. WASD CUSTOMER SERVICE EXCELLENCE TRAINING

Full-time WASD employees who obtain a Customer Service Excellence Certification will receive a five percent (5%) pay supplement. Full-time WASD employees will be required to be recertified every two (2) years.

Personnel that are currently receiving the Hazardous Duty Pay shall not be eligible to receive the Customer Service Excellence supplement.

Personnel that receive the Safety Training Supplement shall not be eligible to receive the Customer Service Excellence supplement.

11. LICENSES, CERTIFICATION AND DEGREES

Full-time bargaining unit employees who obtain licenses, certifications, or degrees above the ones they are required to possess for their classification shall receive a five percent (5%) pay supplement. Such licenses, certifications, or degrees must be obtained from an accredited institution, and must be directly related to the work performed by the employee's current classification as determined by the department and approved by the Department Director or its designee. Employees receiving this pay supplement for obtaining a Commercial Driver's License (CDL) above the one they are required to possess for their classification, shall receive a one and a half percent (1.5%) pay supplement.

- Personnel that are currently receiving a pay supplement for a license, certification or degree related to their current classification shall not be eligible to receive this pay supplement.

Listed below are the licenses, certifications and degrees already receiving a pay supplement that are not eligible to receive this pay supplement:

- WC - Welder 6G Level Certification
- ASE Certifications
- WD – Water Distribution System Operator License
- 1N – Water/Wastewater Treatment Plant Operator License

12. HAZARDOUS DUTY PAY

A. Full-time employees who work in hazardous or unusual working conditions, shall receive a one (1) pay step increase through the establishment of a pay supplement. The following are the operational classifications:

- W&S Semi-Skilled Laborer (Meter Installation, Water Transmission & Distribution)
- W&S Maintenance Repairer (Meter Installation, Water Transmission & Distribution)
- W&S Maintenance Mechanic (Meter Installation, Water Transmission & Distribution)
- W&S Automotive Equipment Operator 2 (Water Transmission & Distribution)
- W&S Heavy Equipment Operator (Meter Installation, Water Transmission & Distribution, Procurement and Stores)
- W&S Pipefitter (Water Transmission & Distribution)

- W&S Valve Exercise Technician (Water Transmission & Distribution)
- W&S Plumber
- W&S Projects Inspector 1 (All Divisions except Pump Stations and Wastewater Collection and Transmission Line)
- W&S Laboratory Technician 1 & 2
- W&S Environmental Compliance Specialist 1 & 2
- W&S Welder
- W&S Service Technician 1 & 2
- W&S Structural Maintenance Worker (General Maintenance)

B. Full-time employees, who work in hazardous or unusual working conditions, shall receive a two (2) pay step increase through the establishment of a pay supplement. The following are the operational classifications:

- Lime Production Plant Operator 1 & 2
- W&S Plant Electrician
- W&S Power Plant Operator 1 & 2
- W&S Plant Diesel Mechanic
- W&S Plant Mechanic
- W&S Septic Waste Attendant
- W&S Structural Maintenance Worker (All Divisions Except General Maintenance)
- W&S Instrument Technician
- Treatment Plant Operator 1 & 2
- W&S Refrigeration A/C Mechanic
- W&S Utility Equipment Technician
- W&S Auto Equipment Operator 1 & 2
- W&S Heavy Equipment Operator – (General Maintenance, Water Production & Maintenance, Wastewater Collection and Transmission Line, Wastewater Treatment & Maintenance)
- W&S Maintenance Repairer – (Water Production & Maintenance, Pump Station Maintenance, Wastewater Collection and Transmission Line, and Wastewater Treatment & Maintenance)
- W&S Maintenance Mechanic – (Water Production & Maintenance, Pump Station Maintenance)
- W&S Semi-Skilled Laborer – (General Maintenance, Water Production & Maintenance, Wastewater Treatment & Maintenance)
- Sewer Inspection Technician 1 & 2
- W&S Flow Meter Technician
- W&S CCTV Equipment Inspection Technician
- W&S Sewer Lateral Repairer
- W&S Pipefitter (Wastewater Collection and Transmission Line)
- W&S Valve Exercise Technician (Wastewater Collection and Transmission Line)
- Sludge Dewatering Operator 1 & 2
- W&S Projects Inspector 1 (Pump Stations Maintenance and Wastewater Collection & Transmission Line)
- W&S Submersible Pump Technician

C. Miami-Dade Water and Sewer Department operations personnel, as defined by 13A and 13B, required to perform job assignments in hazardous and unusual working conditions must possess additional special skills not required by others, as follows:

1. Qualified to accept and follow rigid safety standards to minimize or avoid probability of accidents or potential damage to persons and property of severe and extensive consequences, and to attend all training classes required under Federal, State and Local law.

2. The Department shall provide medical surveillance to those employees in accordance with Federal, State and Local regulations, but not limited to CFR 1910.120 and title 40, part 311.1 (workers protection).

ARTICLE 24 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: Employees shall be laid off in accordance with seniority within the classification and the County service as provided in the Lay-off Procedures Manual for Miami-Dade County. Any accrued sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.

4. This Article shall not limit the Department's right to reduce hours of work in lieu of a layoff.

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. 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.

ARTICLE 25 "ACTING" APPOINTMENTS

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

An employee who is authorized by the County to temporarily assume the duties of a higher pay status classification, that is an established budgeted position currently on the department's table of organization, for more than five (5) consecutive work days will receive a one (1) pay step increase for all hours worked in the 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 or equivalent entity.

ARTICLE 26 TRAINING PROGRAMS

The County acknowledges that employees covered by this Agreement shall be entitled to apply for participation in appropriate County-wide training programs.

The Department 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.

ARTICLE 27 BACK PAY

The County shall be entitled to recover, 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 affect 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 or equivalent entity, upon notification to the concerned employee. The concerned employee shall have ten (10) calendar days from date of notification to contact the appropriate payroll representative and stipulate to a specific recovery rate in accordance with this contract provision. Failure by the concerned employee to make the necessary arrangements within the specified ten (10) calendar day period shall result in the necessary paycheck deductions being automatically effected by the County at a rate the County deems appropriate.

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

ARTICLE 28 WAGES

The parties agree to reopen Article 28 - Wages as per Article 52 – Term of Agreement and Reopening.

ARTICLE 29 TRADES PROFICIENCY ALLOWANCE

Water and Sewer employees with permanent status in the following classifications and those who have previously earned the trades proficiency allowance, and who take a lateral or promotional position, will maintain the allowance uninterrupted. Employees whose pay rates are not over maximum will receive a trades allowance amounting to one pay step. Employees whose pay rates are over maximum will receive a trades allowance amounting to a gross payment of $20.00 bi-weekly.

OCC. CODE	CLASSIFICATION
5804	W&S Maintenance Mechanic
5805	W&S Welder
5826	W&S Automotive Body Worker
5817	W&S Utility Equipment Technician
5840	W&S Plant Electrician
5844	Plant Diesel Mechanic
5846	W&S Plant Mechanic
5848	Pipefitter
5850	W&S Instrument Technician
5872	W&S Structural Maintenance Worker
5878	W&S Refrigeration/A/C Mechanic
5880	W&S Electrician
5882	W&S Plumber
5899	W&S CCTV Equipment Inspector Technician

ARTICLE 30 GROUP HEALTH INSURANCE

For the purpose of this Article, a group health insurance covered member shall be considered a member of a Miami-Dade County's Group Health Insurance program if he/she:

a. is a current or former employee enrolled in a MDC group health insurance program and;

b. is in good standing if he/she tenders his/her period insurance premiums uniformly required as a condition of coverage (if applicable) and;

c. is a member/dependent that meets the County's existing eligibility criteria

The parties agree that all bargaining unit employees will be offered the opportunity to participate in group health insurance and flexible benefits programs pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and all applicable, Federal, State and local laws.

A. The County's Group Health Insurance will include a Point of Service/Managed Health Care Group Insurance Plan except for new hires as described in Section G. Employees shall be required to pay the premiums listed in Exhibit 3 for the cost of single coverage of this plan.

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

C. The County's flexible benefits program will remain in effect during the term of this Collective Bargaining Agreement. The parties agree that all 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.

D. The parties agree that all bargaining unit employees will be offered the opportunity to participate in group insurance and flexible benefits programs pursuant to law and in

accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and all applicable, Federal, State and local laws.

E. The County includes a Select Advantage HMO Network/Managed Health Care Group Insurance Plan Option and the First Choice Advantage HMO Health Care Group Insurance Plan Option.

F. The County will only offer the First Choice Advantage and Select Advantage Medical Plans to employees hired on or after June 28, 2021 and their dependents under the County's Group Health Program. Those who reside outside of Miami-Dade County will only be offered the Select Advantage HMO Plan. All other Medical Plan options will no longer be made available to new hires and their dependents. The "Away From Home" program will still be made available to dependents enrolled in the Select Advantage HMO plan, subject to the existing terms and conditions.

G. The County will provide a $5.00 biweekly Flex dollar contribution to the employees enrolled in the First Choice HMO, Select Advantage HMO or Advantage HMO Medical Plans.

H. The County will provide an annual $1,000 contribution to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance coverage.

I. 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 Exhibit 3 for the cost of single coverage of this plan.

J. Group Health Insurance premium rates beginning the plan year 2022 are listed in Exhibit 3 of this Agreement.

K. The copays for provider services and prescriptions in the County's Group Health Insurance Plan for plan year 2022 are listed in Exhibit 3 of this Agreement.

L. The Mayor of Miami-Dade County will maintain a HealthCare Cost Containment Workgroup Meeting which will include representatives from Labor Relations.

M. The Union and the County hereby direct the Employer Designees to implement the cost containment measures set forth in Exhibit 2 - Group Health Cost Containment Initiatives.

With the exception of legislatively mandated changes to health benefits, the County may re-open this Agreement to negotiate for the redesign of the County's health plan for the plan year 2024 as provided in Article 52. Union participation shall be obtained to negotiate health plan provisions and benefits, prior to establishing premium contributions.

ARTICLE 31 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.

ARTICLE 32 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 arbitrarily.

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

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. The County agrees, where feasible, to provide to bargaining unit members an equal opportunity for upward mobility as it relates to career development.

5. a) A bargaining unit employee who has received a written warning within the prior 2 years shall not be precluded from a promotional opportunity.

   b) Disciplinary action may not preclude a promotion; however, it will remain a factor in promotional determination if the employee received a disciplinary suspension within two years preceding the job vacancy.

6. Any employee who has been promoted shall be returned to the position from which he/she has been promoted under personal request of the employee, at his or her previous work location and shift, any time during his/her probationary period. Any employee who has been promoted and has completed the probationary period for the new classification shall be returned to the position from which he/she has been promoted upon personal request of the employee, provided there is an open position in the previous classification. A request to return to a previous position shall be made in writing, either electronically or by hard copy, to the W&S Chief of Human Resources. Voluntary return to previous position shall not be cause for denial of any future promotion, or be reflected negatively on any Employee Performance Evaluation.

ARTICLE 33 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 34 SERVICES TO THE UNION

1. The County agrees to furnish the Union, once a year, a copy of the Salary Forecast for all employees in this Bargaining Unit.

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 web page link to the following documents and publications:

   Board of County Commission Agendas

Examination Announcements
Training and Benefit Bulletins
Classifications Specifications
Bargaining Unit Job Descriptions
Employee Newspapers
Administrative Orders and Personnel Policy Procedures
Proposed Budget
Final Budget
Table of Organization
Pay Plan

4. The County agrees to furnish the Union, twice per year, one copy of the following for employees in the bargaining unit:

    a) Names, addresses, classification titles, work locations, and County employee identification numbers.

    b) 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).

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

5. The Department shall notify the Union of scheduled County sponsored employee orientations and allow the Union to set up a table in the area of close proximity to the location of the orientation with 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.

7. In an effort to ensure proper training for Union Stewards in the administration of the 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, for no more than four (4) days released. The Union shall provide fifteen (15) day notification to the Department's Human Resources Division.

8. The County shall provide the Union with the job descriptions of any newly created positions within the W&S Department within ten (10) days of their creation.

ARTICLE 35 SICK LEAVE

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

2. The 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. However, an employee may waive the conversion upon written request two (2) pay periods prior to the date of conversion. 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.

Bargaining Unit employees with less than 20 years of service and a minimum balance of 200 hours in their sick leave bank who have not used ANY sick leave during the employee's leave year may receive payment for up to 40 hours. Written request within two (2) pay periods prior to the date of conversion **must** be submitted. No retroactive Payroll Attendance Record (PAR) changes will be permitted for sick leave.

3. 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. Proration shall occur on the unused sick leave balance, and after proration, if the balance exceeds 1,000 hours, shall be reduced to 1,000 hours:

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.

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.

4. Employees who were hired into the County Service on or after January 1, 2015, 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.

   Employees hired into the County Service 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.

   Should the Florida Retirement System (FRS) rules change to allow full retirement in a shorter period of time, proration under this subsection shall automatically be altered to match the FRS retirement rules. Proration shall occur on the unused sick leave balance, and after proration, if the balance exceeds 1,000 hours, shall be reduced to 1,000 hours.

   The payments described in section # 4 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 36 ANNUAL LEAVE

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

2. In order to recognize longevity of service, persons with six (6) or more years of continuous full time County service shall have the following additions to their annual leave:

After six (6) years	Eight (8) hours
After seven (7) years	Sixteen (16) hours

After eight (8) years	Twenty-four (24) hours
After nine (9) years	Thirty-two (32) hours
After ten (10) years	Forty (40) hours
After sixteen (16) years)	Forty-eight (48) hours
After seventeen (17) years	Fifty-six (56) hours
After eighteen (18) years	Sixty-four (64) hours
After nineteen (19) years	Seventy-two (72) hours
After twenty (20) years	Eighty (80) hours

3. Employees may accrue annual leave up to a maximum of 750 hours and will be paid upon separation. However, only a statutory maximum of 500 hours shall be reported as covered wages to the Florida Retirement System (FRS) with the required contributions. If an employee is being paid annual leave as a result of entering the Deferred Retirement Option Program (DROP), the maximum payout of annual leave shall not exceed the statutory maximum of 500 hours. Any employee having a balance in excess of the maximum accrual of 750 hours at the end of their leave year will forfeit and lose such excess annual leave accrual.

   Employees already in DROP may receive a payout of up to 750 hours of annual leave at the time of separation of employment reduced by any annual leave payout received at the time of the initial DROP payout. The application of this provision will be in accordance with current Miami-Dade County policies and procedures.

4. All employees in this Bargaining Unit shall receive annually, a statement of all leave (annual, sick and holiday) balances. Each employee shall receive a receipt at the time of using sick leave or annual leave. Such receipt shall indicate the amount of time used the purpose of such leave and to which account it has been credited.

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

6. Within subdivisions of the Department, in setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification.

7. 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. Employees shall be entitled to use a minimum of three (3) consecutive weeks of earned leave to be scheduled at the employee's request and subject to the Department's approval. Such leave requests shall not be unreasonably denied.

8. Regular part-time status employees shall be entitled to earn annual leave on a pro-rated basis in accordance with the Miami-Dade County Leave Manual.

ARTICLE 37 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.

Upon mutual agreement, the parties may reopen this Agreement to negotiate changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.

ARTICLE 38 DISCIPLINARY ACTIONS

All disciplinary actions except reprimands will be appealable by the employee, as provided in Section 2-47 of the Miami-Dade County Code, to a Hearing Examiner. The County agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters. The Union may request in writing, to the Human Resources Director, or equivalent position as determined by the County, that a specific Hearing Examiner be removed for cause from the roster of available examiners.

The County agrees to provide the Union, at the time of the discipline presentation session, a copy of the Disciplinary Action Report and all supporting documentation. The department shall not deny any reasonable request to schedule rebuttal meetings. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of dismissal, demotion and suspension through the grievance procedure contained in Article 5 of this agreement. The Union shall notify the Director of Labor Relations and Employee Records Division for Miami-Dade County in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance procedure or Section 2-47 of the Code, 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 Section 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 Section 2-47 of the Code will not be applicable.

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 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 39 PREVAILING BENEFITS

Unless specifically provided for or abridged by this Agreement, all economic benefits in the knowledge of the parties currently in effect shall remain in effect. This shall include continuation of morning and afternoon work breaks.

ARTICLE 40 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 his designee or the County Commission to provide additional benefits to the Union. 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.

It is understood that AFSCME, Local 121, is the exclusive bargaining agent for the employees in job classifications covered by this Agreement, as certified by the Public Employees Relations Commission, and as provided in Article 2, Bargaining Unit, of this Agreement. It is further understood that employees merged into the Water and Sewer Department and placed into bargaining unit job classifications are subject to the provisions of this Agreement and the AFSCME, Local 121, is the exclusive bargaining agent for such employees.

ARTICLE 41 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 42 SAFETY AND HEALTH

1. It is the responsibility of the County to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force, and to abide by all applicable state and federal laws and regulations regarding the health and safety of the bargaining unit. The Union will cooperate with and assist management to live up to this responsibility. If the Union believes that the Department is non-compliant with the applicable state and/or federal regulatory laws, the Union may file a complaint or request with the appropriate regulatory agency to obtain an opinion. In the event the County fails to comply with the governing authority's opinion within a reasonable period of time, the Union shall have the right to file a grievance and seek arbitration to ensure compliance. However, if the County fails to comply with its own policies and procedures, or the CBA, the Union may directly file a grievance for any safety and health violations.

2. The County and the Union insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in disciplinary action.

3. If an employee believes he is being required to work under unsafe conditions, he shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union Steward may immediately notify the Departmental Safety Officer and the Internal Services Department's (ISD) Director of Risk Management (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, ISD Risk Management Division, to be dangerous shall be required to wear safety devices and/or equipment designated by that office as necessary for their protection. Such devices and equipment will

be provided by the County. When such equipment has been prescribed by the Department, ISD 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 Department will incorporate union items related to safety and health into the agenda when requested by the Union, as part of the monthly Labor-Management Committee meetings in accordance with Article 9.

6. The Union President or his designee shall receive notice of all sewer spill incidents that are reported to the Department's Emergency Communications Center at or near the time the notice of such incidents is provided to the Department Director or designee, and of all chemical spill/release incidents at or near the time notice of such incidents is provided to the Department Director or designee. The Union President or his designee will also receive copies of the Domestic Wastewater Discharge/Abnormal Event Notifications reports at or near the time such reports are distributed to other agencies.

7. Sixty (60) days after ratification of this Agreement, the Union may request a re-opener for discussion and negotiations.

ARTICLE 43 TOXICOLOGY AND ALCOHOL TESTING

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

The 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 Miami-Dade County Personnel Rules, Administrative Orders, Implementing Orders, 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 Section of the Human Resources Department or equivalent entity. However, voluntary participation in a substance or alcohol abuse program shall not preclude the Department from taking disciplinary action against the employee for violation of the Miami-Dade County Personnel Rules or Departmental Rules and Regulations.

ARTICLE 44 PHYSICAL EXAMINATIONS

The Department shall have the right and authority to require employees in certain bargaining unit classifications to take physical examinations provided by the County.

ARTICLE 45 PERFORMANCE EVALUATION AND APPEALS

The County shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness, and compliance with rules and regulations. The purposes of 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 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 affected department has the right to have a representative present throughout the entire appeal hearing.

The Human Resources Division Director will appoint a three person supervisory level panel, none of whom shall be from the appealing party's department, to act as an informal fact finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The hearing shall be informal, a transcript is not to be kept and there will no cross examination. The employee representative may ask questions of County witnesses through the panel chairman. Questions shall also be addressed to employee witnesses by panel members through the 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 appropriate department director for implementation.
There shall be no performance evaluation placed in an employee's personnel folder unless they have been first given or offered a copy. An employee's rebuttal to a performance evaluation will be made part of the evaluation record.

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

ARTICLE 46 SENIORITY

To the extent that it's operationally feasible as determined by the County, in fulfilling its mission and responsibilities without compromising the efficiency of public service and where job performance and job skill factors are equal among affected employees, the Department will give fair consideration to bargaining unit employees' seniority by classification within the specific work location in determining vacation scheduling, shift assignments, and eligibility for training programs. Employees transferred due to operational necessity by management and not through a voluntary request shall not lose seniority obtained from the previous work location for the purposes described herein. Decisions and determinations made under this Article shall not be grievable.

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 the Division of Labor Relations and Employee Records Division or equivalent entity.

ARTICLE 47 TRANSFERS WITHIN THE DEPARTMENT

A. It shall be the right of the Department Director to transfer employees between work locations 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. Transfers shall not be made in an arbitrary or capricious manner.

B. When a transfer means a change in work location, the employee shall be notified in writing no less than fourteen (14) 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. The fourteen (14) day notice may be waived upon consent of the employee or if the transfer is declared an emergency by the Department Director. An emergency shall be an unanticipated occurrence which makes a transfer necessary to avoid a substantial loss of Department effectiveness or efficiency.

C. Transfers may be used in conjunction with a disciplinary action provided the employee is assured the due process of disciplinary procedures in accordance with Administrative Order 7-3 and this Collective Bargaining Agreement.

D. Human Resources will communicate vacancies eligible for transfer during their position announcements of all WASD vacancies advertised every Monday, unless there is a holiday. All positions eligible for transfer will be advertised for a period of two (2) weeks. Employees will need to submit their transfer request during the advertisement period as instructed.

E. Exclusive of administrative job classifications, to be mutually determined by the parties, permanent status employees with the most seniority in the classification will be given preference for the vacancy, except in those cases wherein the employee’s record reflects a disciplinary history within the preceding five (5) years. In these instances, the next senior employee will be given preference for the vacancy. In the event that no other employee requested to be transferred, the employee that has a disciplinary history shall not be denied his or her transfer request.

F. Once a permanent employee is transferred, no other transfers can be submitted for twelve months from the effective date of the transfer, absent special circumstances.

G. Employees who transfer from one division to another will serve a probationary period of six (6) months, upon date of transfer. The probationary period may be deferred, but shall not exceed one (1) year, and will not impact classified service rights or seniority in the classification for layoff purposes.

ARTICLE 48 ON CALL

1. When operationally necessary, on call and back up will be rotated equitably among employees at the same location. If someone refuses on call or back up, it will be offered to the most senior employee or volunteer. An on call and back up schedule list will be posted at each location. Seniority will be observed in such scheduled lists. Swap of on call and back up among employees at the same location will be permitted with previous notification to the immediate supervisor.

2. The on call person must be called in first; ahead of the backup, to "on call" when overtime work is involved in such a call. If the supervisor presence is needed, the on call or backup person will notify his supervisor of such a need.

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

4. The Department shall not change the "On-Call" relief operator work schedule at any MDWWTP or MDWTP solely in order to avoid paying overtime.

5. An employee placed on "On-Call" who is required to travel in connection with his or her employment who suffers an injury while in travel status shall be eligible for benefits under chapter 440.092 of Florida Statutes only if the injury arises out of and in the course of employment while he or she is actively engaged in the duties of employment.

6. Employees "On-Call," must respond to calls and report to the designated worksite within two (2) hours of notification. Failure to respond, report, or refusal of an assignment will result in ineligibility of "On-Call" designation for six (6) months and may result in disciplinary action up to and including dismissal, in accordance with Administrative Order 7-3, *Disciplinary Action,* and Administrative Order 7-47, *Standardized Discipline*.

ARTICLE 49 VOTING

All bargaining unit employees shall be eligible for up to two (2) hours of paid leave for the purpose of voting during the early voting period in each local and general election provided the leave requested meets the following conditions:

a) the leave shall only be used during the early voting period in each local and general election;

b) the leave shall not exceed two (2) consecutive hours;

c) the leave shall only be used during an employee's normal work hours that occur during the official early voting period in each local and general election;
d) the leave shall not be used for voting on Election Day;

e) shall only be used by the employee for the purpose of voting in person at an official early voting location for each local and general election between the opening and closing of the polls; and

f) voting time will be scheduled in such a fashion as to not interfere with normal work production and services and employees using this leave must report back to work immediately and complete their normal shift.

ARTICLE 50 LEADWORKER

Upon request of the Department and after approval of by the Human Resources Division, or equivalent entity, 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 Division, or equivalent entity, 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 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) An employee designated as a Leadworker, must have obtained permanent status in the classification.

ARTICLE 51 BEREAVEMENT AND EMERGENCY SICK LEAVE

Full-time employees 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 and Miami-Dade County Resolution No. R-326-10. In addition to the list of immediate family members identified in the Leave Manual, the following members will also be included: mother-in-law, father-in-law,

grandfather-in-law, grandmother-in-law, the child or parent of a registered domestic partner or upon proof of any person in the general family living within the same household.

For life-threatening illnesses in the immediate family as defined in the County's Leave Manual, employees will be entitled to three (3) days off per leave year chargeable to the employee's sick leave accrual.

Part-time employees are not eligible for Bereavement Leave but are eligible for Emergency Sick Leave.

ARTICLE 52 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., Miami-Dade Water and Sewer Employees Local 121, shall be effective upon ratification by the Union and approval by the Board of County Commissioners of Miami-Dade County, Florida, unless otherwise provided in any specific Article, and continue from June 1, 2023 to May 31, 2026. The economic benefits of this Agreement shall be applicable only to bargaining unit and/or County employees employed on or after ratification by the Board of County Commissioners of Miami-Dade County, Florida, notwithstanding the effective date set forth in any particular article.

Either party shall have the right, in accordance with the provisions of Article 11 Labor Management Committee, during the term of this Agreement, to reopen this Agreement only with respect to classification consolidation studies, or the County Pay Plan redesign.

The County shall have the right to reopen Article 30 (Group Health Insurance) of this Agreement for health care redesign. The County may invoke this reopener clause by written notice to the Union no sooner than January 1, 2024.

The parties agree to reopen Article 28 - Wages for the purpose of negotiating cost of living adjustments for the fiscal years 2023-2024, 2024-2025 and 2025-2026, no sooner than August 1, 2023.

In the event that during the term of this Agreement (June 1, 2023 to May 31, 2026) 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 28 Wages, the Union shall automatically receive the across the board increase (Cost of Living Adjustment) as the other Union.

Either party may require, by written notice to the other between April 1, 2026, and no later than April 30, 2026, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective June 01, 2026. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of June 1, 2026 through May 31, 2029.

ARTICLE 53 UNIFORMS AND SAFETY SHOES

1. Uniforms furnished by the Department shall be worn and changed in the manner prescribed by MDWASD policies. Employees shall at all times, while on duty, wear the prescribed uniform, which shall be kept in a reasonably neat and clean condition.

MDWASD will provide laundry service for Department furnished uniforms to classifications in the Wastewater and Water Divisions.

2. Safety shoes will be issued in accordance with determination made by MDWASD's Safety Unit for classifications.

3. Jackets will only be issued to those classifications who mainly work outside or interact with customers outside/in the field, and any additional classifications as determined by MDWASD. Jackets will be issued once during the term of this contract, at the request of the employee. Jackets will not be laundered.

ARTICLE 54 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 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 twenty (20) years or more, the beneficiary (ies) shall be eligible for the equivalent of two pay period's regular salary and $6,000 dollars.

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

ARTICLE 55 EMERGENCY WORK

When an emergency is declared by the County Mayor, and all general employees are excused from work due to the emergency, those employees required to work during an emergency will be paid overtime for all hours worked, from the time an emergency is declared, until the Mayor or his designee(s) declares there is no longer an emergency. However, those employees will not be entitled to any administrative leave (AD) that is granted by the Mayor. Whenever an employee is relieved of duty due to a declared emergency, it shall be at no loss of pay.

The County possess the sole right and authority to take any emergency actions as deemed necessary to carry out services and adjust operational requirements during any emergency or extraordinary circumstances as determined solely by the County Mayor or his designee(s).

ARTICLE 56 PAID PARENTAL LEAVE

Paid Parental Leave shall be authorized in accordance with Miami-Dade Ordinance No. 16-20 to care for a newborn, newly-adopted child, or newly-placed foster child or children. Eligible employees will be provided up to six (6) weeks of paid leave at 100 percent of base wages for the first two (2) weeks, 75 percent of base wages for the following two (2) weeks, and 50 percent of base wages for the remaining two (2) weeks.

This Article is subject to any modifications by the Board of County Commissioners to Ordinance 16-20, in accordance with Article X of Chapter 11A.

ARTICLE 57 COMMUNITY MENTORING INITIATIVE

Community Mentoring Initiative shall be authorized in accordance with Administrative Order 7-40 and upon approval by the Department Director, employees will be granted one (1) hour of administrative leave per week, up to a maximum of five (5) hours per month, to volunteer at one or more of the following activities assuming that such volunteer work is performed during normal scheduled work hours:

- Community volunteer activities such as mentoring, tutoring, guest speaking or providing any related services at the direction of the program or volunteer coordinator;

- Community service programs that meet child, elder or other human needs, including but not limited to, Guardian Ad Litem, Big Brother/Big Sister, Senior Corps and Adult Literacy.

EXHIBIT 1

MIAMI-DADE WATER AND SEWER DEPARTMENT
EMPLOYEES LOCAL 121 – BARGAINING UNIT

W&S ACCOUNT CLERK	(5728)
W&S AUTOMOTIVE BODY WORKER	(5826)
W&S AUTOMOTIVE EQUIPMENT OPERATOR 1	(5827)
W&S AUTOMOTIVE EQUIPMENT OPERATOR 2	(5828)
W&S BACKFLOW ENFORCEMENT SPECIALIST	(5822)
W&S BILLING CLERK	(5732)
W&S CADASTRAL TECHNICIAN	(5665)
W&S CAPITAL INVENTORY SPECIALIST	(5758)
W&S CASHIER 1	(5725)
W&S CASHIER 2	(5726)
W&S CCTV EQUIPMENT INSPECTOR TECHNICIAN	(5899)
W&S CLERK 2	(5702)
W&S COMMUNICATIONS SERVICE REPRESENTATIVE	(5750)
W&S COMMUNICATIONS SUPPORT SPECIALIST	(5751)
W&S COMPLAINT INTAKE SPECIALIST	(5714)
W&S COMPUTER TECHNICIAN 1	(5647)
W&S CUSTODIAL WORKER 1	(5736)
W&S CUSTODIAL WORKER 2	(5737)
W&S CUSTOMER SERVICE REPRESENTATIVE 1	(5748)
W&S CUSTOMER SERVICE REPRESENTATIVE 2	(5749)
W&S DATA ENTRY SPECIALIST 1	(5775)
W&S DATA ENTRY SPECIALIST 2	(5776)
W&S DOCUMENT CONTROL SPECIALIST	(5720)
W&S DUPLICATING EQUIPMENT OPERATOR	(5774)
W&S ELECTRICIAN	(5880)
W&S ENGINEERING DRAFTER 2	(5886)
W&S ENGINEERING SURVEY TECHNICIAN 1	(5888)
W&S ENGINEERING SURVEY TECHNICIAN 2	(5889)
W&S EVALUATION & REVIEW SPECIALIST	(5862)
W&S FLEET MANAGEMENT SPECIALIST	(5990)
W&S FLOW METER TECHNICIAN	(5858)
W&S GEO DATA COLLECTION & MAPPING TECHNICIAN	(5777)
W&S GIS FIELD TECHNICIAN	(5778)
W&S GIS GRAPHICS TECHNICIAN 2	(5779)
W&S HAZARDOUS WASTE SPECIALIST	(5924)
W&S HEAVY EQUIPMENT OPERATOR	(5830)
W&S INFORMATION TECHNOLOGY SPECIALIST	(5784)
W&S INSTRUMENT TECHNICIAN	(5850)

EXHIBIT 1 (cont'd)

MIAMI-DADE WATER AND SEWER DEPARTMENT
EMPLOYEES LOCAL 121 – BARGAINING UNIT

W&S LABORATORY TECHNICIAN 1	(5762)
W&S LABORATORY TECHNICIAN 2	(5765)
W&S LEAK DETECTION EQUIPMENT SPECIALIST	(5851)
LIME PRODUCTION PLANT OPERATOR 1	(5860)
LIME PRODUCTION PLANT OPERATOR 2	(5861)
W&S MAIL CENTER CLERK 1	(5772)
W&S MAIL CENTER CLERK 2	(5773)
W&S MAINTENANCE MECHANIC	(5804)
W&S MAINTENANCE REPAIRER	(5803)
METER READER	(5770)
W&S METER TECHNICIAN	(5857)
W&S MICROGRAPHICS TECHNICIAN 2	(5746)
W&S MINI-COMPUTER DATA TECHNICIAN	(5783)
NEW BUSINESS PROCESSOR	(5943)
NEW BUSINESS REPRESENTATIVE	(5940)
W&S OFFICE SUPPORT SPECIALIST 1	(5711)
W&S OFFICE SUPPORT SPECIALIST 2	(5712)
W&S OPERATING SYSTEMS PROGRAMMER	(5790)
W&S PARALEGAL COLLECTION SPECIALIST	(5739)
W&S PERSONNEL TECHNICIAN	(5752)
W&S PLANS REVIEW COORDINATOR	(5949)
W&S PIPEFITTER	(5848)
W&S PLANT DIESEL MECHANIC	(5844)
W&S PLANT ELECTRICIAN	(5840)
W&S PLANT ELECTRICAL PROJECT SPECIALIST	(5841)
W&S PLANT MECHANIC	(5846)
W&S PLUMBER	(5882)
W&S POWER PLANT OPERATOR 1	(5842)
W&S POWER PLANT OPERATOR 2	(5843)
W&S PROJECTS INSPECTOR 1	(5895)
W&S PURCHASING SPECIALIST	(5760)
W&S RECORDS CENTER CLERK 1	(5722)
W&S RECORDS CENTER CLERK 2	(5707)
W&S REFRIGERATION/A/C MECHANIC	(5878)
W&S SCADA SUPPORT SPECIALIST	(5646)
W&S SECRETARY	(5719)
W&S SEMI-SKILLED LABORER	(5802)
W&S SENIOR METER TECHNICIAN	(5859)

EXHIBIT 1 (cont'd)

MIAMI-DADE WATER AND SEWER DEPARTMENT
EMPLOYEES LOCAL 121 – BARGAINING UNIT

W&S SEPTIC WASTE ATTENDANT	(5825)
W&S SERVICE TECHNICIAN 1	(5837)
W&S SERVICE TECHNICIAN 2	(5838)
W&S SEWER INSPECTION TECHNICIAN 1	(5806)
W&S SEWER INSPECTION TECHNICIAN 2	(5807)
W&S SEWER LATERAL REPAIRER	(5867)
W&S SLUDGE DEWATERING OPERATOR 1	(5855)
W&S SLUDGE DEWATERING OPERATOR 2	(5856)
W&S STRUCTURAL MAINTENANCE WORKER	(5872)
W&S SYSTEMS ANALYST/PROGRAMMER 1	(5785)
W&S SYSTEMS ANALYST/PROGRAMMER 2	(5786)
W&S TRAINING TECHNICIAN	(5753)
W&S TREATMENT PLANT OPERATOR 1	(5852)
W&S TREATMENT PLANT OPERATOR 2	(5853)
W&S UTILITIES SUPPLY SPECIALIST 1	(5755)
W&S UTILITIES SUPPLY SPECIALIST 2	(5756)
W&S UTILITY DAMAGE CLAIMS REPRESENTATIVE	(5738)
W&S UTILITY EQUIPMENT TECHNICIAN	(5817)
UTILITY INVENTORY SPECIALIST	(5901)
W&S VALVE EXERCISE TECHNICIAN	(5866)
W&S WORD PROCESSING OPERATOR 2	(5716)
W&S WATER METER REPAIRER	(5834)
W&S WELDER	(5805)

EXHIBIT 2

Group Health Cost Containment Initiatives

This sets forth a list of cost savings initiatives identified during the course of cost containment meetings that, if aggressively and effectively implemented, should achieve the projected cost savings commitments of $21 million for plan year 2020. Moreover, the Union and the County have agreed that the County and the Union shall jointly continue to seek additional ways to reduce the cost of providing benefits while maintaining the integrity of the benefits received by the Union members.

The Healthcare Cost Containment Workgroup ("Workgroup") shall continue and shall meet regularly to review progress. In addition, if following a January or July meeting the Employer Designees reasonably believe that the Healthcare Fund has not implemented modifications and initiatives sufficient to produce the foregoing approximate savings, or there is a disagreement over adoption of a modification or initiative, the dispute shall be resolved according to an internal appeal process, but shall not be subject to arbitration.

In consideration of flat insurance premiums for the plan year 2021 and the 2020 cost containment initiatives, the County agrees to continue the County's Medical Plan, which is currently administered by AvMed, with no plan design changes other than those indicated in this agreement and those required by State or Federal Law. All other health benefit plans offered by the County will remain the same pursuant to current collective bargaining agreement.

Effective January 1, 2021, or if after January 2021, upon ratification of the 2017-2020 collective bargaining agreement the Miami-Dade County Group Health Plan shall be amended as follows:

Participation and acceptance of the 2020 cost containment plan redesign initiatives that are expected to reduce the plans expenditures will allow premiums to remain flat for the duration of this Collective Bargaining Agreement ("CBA") 2023-2026 The contributions for insurance premiums are listed in Exhibit 3.

As it is the intention of the parties to maintain and improve the County's programs, these and other adjustments are needed to preserve the resources of the Healthcare Fund to provide its comprehensive health coverage in the face of rising health care costs. Thus, without limiting the potential cost savings approaches the Mayor and his designees should pursue, they are directed to implement appropriate savings which may include the following programs, policies and plan changes:

1. Pharmacy

i. **Generic first across all plans:** The employee/member will be required to use generic medication first. The member/dependent(s) will be allowed to use brand-name drugs only after first trying similar generic medications and the generic medication has not been effective in treating the member's/dependent'(s) condition. If brand-name medication is required, the member/dependent(s) will be responsible for the difference in cost of the generic medication versus the brand medication.

ii. **Mail-Order/90-Day Limited Network Retail Pharmacy Solution for maintenance/preventive drugs:** The member/dependent(s) will be required to use mail order or pick up prescriptions at an in-network retail pharmacy for all maintenance/preventive drugs needed for a long-term health condition. First time prescription will only be filled at retail pharmacy three (3) times and subsequent refills would be filled using mail order pharmacy or an in-network 90-day retail pharmacy. The member/dependent(s) will pay only two (2) copays for a 90-day refill of mail order or a limited network 90-day retail pharmacy for prescriptions.

iii. **AvMed Standard Formulary:** The current formularies in both HMO and POS plans will be removed and all member's/dependent'(s) plans will use AvMed's Standard Formulary. The member/dependent(s) whose medication is not on the AvMed Standard Formulary, with physician's

recommendation, will be transitioned to a similar medication that is on the AvMed Standard Formulary. For those members/dependent(s) whose medication does not have a similar medication available, will be allowed to continue with current medication, "grandfathered", until such time the course of treatment is completed and/or no longer needed.

2. **Medical**

Eliminate Private Healthcare Network ("PHCS") from High HMO and POS Elite Network: AvMed will continue to assume administration over the County's Medical Plans, and lease the Elite (PHCS) wrap network for medical services to achieve Provider discounted rates for out-of-area services. All members/dependent(s) in the AvMed service area currently using PHCS providers would be redirected and transitioned to AvMed Network Providers, expect those in POS who choose to use their out-of-network benefit, subject to applicable copays. The members/dependent(s) in the HMO plans do not have out-of-network benefits. Therefore, PHCS will no longer be available. The out-of-area plan retirees enrolled in the High Option HMO plan will not be affected by this change.

3. **New Hires**

Enrollment in First Choice Advantage HMO/Select Advantage HMO: The First Choice Advantage HMO and the Select Advantage HMO Medical Plans will be the only group health plan choices available for benefit eligible newly hired employees and their dependents hired after ratification for plan year effective January 1, 2021 or if later, upon ratification and thereafter. This will not affect existing employees and their dependents currently enrolled in a County group health benefit program.

4. **Freestanding Imaging**

Freestanding imaging only: The member/dependent(s) will be required to have all (non-emergency) Imaging/Radiology services done at an in-network freestanding facility of their choice. All occurrences of emergency room visits and hospital admits are excluded from this requirement.

5. **Utilization Driven Co-pays**

Change co-pays: The utilization driven changes to co-pays are indicated in Exhibit 3 and became effective January 1, 2021 or if later, upon ratification and thereafter.

The County and the Union are committed to working together to maintain and improve the ability of the Employers to provide quality health care through joint labor-management efforts; to insure appropriate funding and resources for health care through joint legislative work; and to ensure that there is affordable health care and access to health care for the employees of Miami-Dade County through continuing to fund initiatives, and other joint ventures; and

The County and the Union agree that Article 30 (Group Health Insurance) of the collective bargaining agreement between them shall be modified as set forth in the attachment hereto.

EXHIBIT 3

Medical Plan Premiums

TIER LEVEL	First Choice Advantage HMO/Jackson First HMO	Select Advantage HMO/Select Network HMO	HMO Advantage/High Option HMO	POS Advantage/POS Plan
EMPLOYEE ONLY	$0.00	$0.00	$75.00	$100.00
EMPLOYEE + CHILD(REN)	$112.02	$141.00	$180.17	$285.86
EMPLOYEE + SPOUSE	$134.71	$166.00	$208.35	$344.54
EMPLOYEE + FAMILY	$197.84	$236.00	$287.77	$595.59

Miami-Dade County Copays

PLANS	First Choice Advantage	Select Advantage HMO	HMO Advantage	POS Advantage
PCP Office Visits	$10	$15	$15	$15
Specialist Office Visits	$30	$30	$40	$40
MD Live - Virtual Visit (phone or internet)	$10	$10	$10	$10
Preventive Care (Annual Visit)	$0	$0	$0	$0
Peditrican Office Visits	$10	$15	$15	$15
Maternity: (1st visit only, no charge for subsequent visits)	$30	$30	$50	$50
Inpatient Facility	$100	$100	$200	$200
Outpatient Facility	$50	$50	$100	$100
Emergency Room (waived if admitted)	$100	$100	$150	$200
Urgent Care at Jackson UC Centers	$15	$15	$15	$25
Urgent Care (all others)	$25	$25	$25	$50
Rehabilitation Services	$20	$25	$30	$30
* Prescription Drugs (Retail, 30 Supply)				
Generic	$15	$15	$15	$15
Preferred	$25	$25	$40	$40
Non-Preferred	$35	$35	$55	$55
Speciality RX	$50	$50	$150	$200
Mail Order Pharmacy - Maintance 90 Day Supply				
Generic	$30	$30	$30	$30
Preferred	$50	$50	$80	$80
Non-Preferred	$70	$70	$110	$110
*Assumes "Standard Formulary" AND "Generics First" implementation				

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
A.F.L. – C.I.O.
WATER AND SEWER DEPARTMENT, LOCAL 121
JUNE 1, 2023 – MAY 31, 2026

This Agreement signed this — day of —, 2023

American Federation of State, County and Municipal Employees, Water and Sewer Department, Local 121

Emilio Azoy
President

Yosi Alfonso
Vice President

Witness

Witness

Witness

Witness

Miami-Dade County

Daniella Levine Cava
Mayor

Jimmy Morales
Chief Operations Officer
Office of the Mayor

Roy Coley, Director
Water and Sewer Department

Arleene Cuellar, Director
Human Resources Department

Tyrone W. Williams, Esq.
HR Division Director
Labor Relations and Employee Records

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Labor Relations and Employee Records