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
OCTOBER 1, 2011 - SEPTEMBER 30, 2014

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ARTICLE 1 AGREEMENT

This Agreement is made and entered into on the first day of October, 2011 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.

Upon ratification, 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, 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. 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 seven (7) calendar days of the occurrence or knowledge giving rise to the grievance.

Step 2: If after discussion with the immediate supervisor the grievance has not been resolved, the grievance shall be offered, in writing, and shall be forwarded, 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 seven (7) calendar days after the intermediate supervisor's response is due. The Head of the Division shall respond, in writing, within seven (7) 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 seven (7) calendar days. The Director of the Department shall respond in writing, within seven (7) calendar days.

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 Management and Compensation 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 Management and Compensation 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 Management and Compensation 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 Management and Compensation Division is deemed a "no change", the employee may, within ten (10) 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 ten (10) 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 representative 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 Management and Compensation of the Human Resources Division.

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 Management and Compensation.

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 Management and Compensation.

5. The Union President, Vice President and Secretary-Treasurer and two (2) additional bargaining unit members, designated in writing by the Union President to the Director of the Labor Management and Compensation, will be released from duty with pay to administer this agreement. The Union President and any additional employees released from duty with pay to administer this agreement shall receive while on such release, performance evaluations containing no more than an overall rating, which rating shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity. In addition to the standard forty-hour work week, all employees on full-time release 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 Management and Compensation. 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.

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, with the exception of the provisions set forth in Articles 18 and 19, Holidays and Holiday Leave respectively, 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 with the exception of the provisions in Article 18 Holidays and Article 19 Holiday Leave. Holiday Leave will be counted as time worked for the purpose of calculating the payment of overtime with the exception of the provisions in Article 18 Holidays and Article 19 Holiday Leave.

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 meal allowance 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.

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 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 $500.00 net per year as a total tool allowance to be paid in two equal installments on April 1 and October 1 of each year. 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. Except as set forth in Section 4 of the Article, the following days shall be considered holidays:

New Years Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

Labor Day

1 Floating Holiday

Employee's Birthday*

2. Regarding the Floating Holiday, the Department may require as much as two (2) pay periods prior notice. The holiday 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 this holiday. If the holiday is not requested, there shall be no compensation.

*In the event this holiday falls on a previously established holiday, or an employee's regular day off, another day of the employee's choice within two (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. Upon ratification of this agreement, and only through September 30, 2014, pay for the following holidays will be suspended:

FY 2011-12	FY 2012-13	FY 2013-14
President's Day	President's Day	President's Day
Memorial Day	Veteran's Day	Veteran's Day
Independence Day	Independence Day	Independence Day

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

5. In addition to the three (3) County holidays designated as furlough days pursuant to Article 18, Section 4, employees in the Bargaining Unit will be required to take three (3) additional unpaid furlough days per year at the mutual convenience of the employee and the

department. Furlough days shall be scheduled in the same manner as vacation days. This provision will be considered void and no longer in effect on September 30, 2014.

6. Time off on furlough days shall not be considered time worked for purposes of calculating overtime.

7. Employees who work a full shift on the day the County observes the Independence Day, shall earn Administrative Leave (AD) time equal to the amount of hours worked to be used at the mutual convenience of the employee and the Department and in accordance with the County's Leave Manual and Departmental Standard Operating Procedures (DSOP). Any Administrative Leave hours earned under this provision may only be used within twelve months after they are earned; approval of the utilization of AD time shall not be unreasonably denied. The department shall be responsible for recording AD time earned and utilized.

8. Effective September 30, 2014, all provisions of Section 4, 5, 6, and 7 shall expire and all holidays listed in Section 1 shall be reinstated.

ARTICLE 19 HOLIDAY LEAVE

A. Except as set forth in Section J of this Article, Holiday Leave shall be term used to credit employees who are required to work on a holiday. Holiday Leave may be used for the same purpose as annual leave and is payable upon separation.

B. Holiday Leave can be accrued to a maximum of two hundred hours for those employees designated as non-job basis by the County's Pay Plan. Effective upon ratification of this agreement, Holiday Leave accrual for the holidays set forth in Sections 4 through 7 of Article 18 and Section J of Article 19 shall be suspended through September 30, 2014 and thereafter shall be reinstated.

C. 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).

D. 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. Effective upon ratification of this agreement, Holiday Leave accrual for the holidays set forth in Sections 4 through 7 of Article 18 and Section J of Article 19 shall be suspended through September 30, 2014 and thereafter shall be reinstated.

E. 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. Effective upon ratification of this agreement, Holiday Leave accrual for the holidays set forth in Sections 4 through 7 of Article 18 and Section J of Article 19 shall be suspended through September 30, 2014 and thereafter shall be reinstated.

F. 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) during that week. Effective upon ratification of this agreement, Holiday Leave accrual for the holidays set forth in Sections 4 through 7 of Article 18 and Section J of Article 19 shall be suspended through September 30, 2014 and thereafter shall be reinstated.

G. When a holiday falls on a regularly scheduled day off and the non-job basis employee does not work he/she shall receive eight (8) hours holiday leave. Effective upon ratification of this agreement, Holiday Leave accrual for the holidays set forth in Sections 4 through 7 of Article 18 and Section J of Article 19 shall be suspended through September 30, 2014 and thereafter shall be reinstated.

H. 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. Effective upon ratification of this agreement, Holiday Leave accrual for the holidays set forth in Sections 4 through 7 of Article 18 and Section J of Article 19 shall be suspended through September 30, 2014 and thereafter shall be reinstated.

I. Employees who regularly work four ten-hour days per week shall receive fifteen (15) hours of Holiday Leave under Section F, above, and ten (10) hours of Holiday Leave under Section G and H above. Effective upon ratification of this agreement, Holiday Leave accrual for the holidays set forth in Sections 4 through 7 of Article 18 and Section J of Article 19 shall be suspended through September 30, 2014 and thereafter shall be reinstated.

J. Upon ratification of this agreement, and only through September 30, 2014, Holiday Leave for the following holidays shall be suspended:

FY 2011-12	FY 2012-13	FY 2013-14
President's Day	President's Day	President's Day
Memorial Day	Veteran's Day	Veteran's Day
Independence Day	Independence Day	Independence Day

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

ARTICLE 20 PRODUCTIVITY

The Parties to this Agreement recognize that the Employer's position in performing the assigned mission is enhance 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 to work together to develop additional criteria to the gainsharing program through a memorandum of understanding (MOU) within ninety (90) days following the ratification of this agreement. In the event the parties fail to develop a MOU, the parties shall submit their dispute over the terms of the MOU to the County Commission for resolution in accordance with the provisions of Fla. Stat. Chapter 447.

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 to be developed by the parties. Twenty-five (25) 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 to be developed by the parties.

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 Manager;

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 twenty (20) days or less, propose an alternative plan by which the work may be done economically, efficiently and in accordance with required laws and regulations by appropriate members of the Bargaining Unit. The parties agree that any alternative proposal submitted by the Union shall be given full and fair consideration in any decision regarding such contract. 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.

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 one (1) pay step for the entire work shift.

2. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of sixty cents ($.60) per hour for the entire work shift.

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

   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 or more	3.0%

2. 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.

3. ENTRANCE PAY RATES

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. For employees who are hired after ratification of this agreement, 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.

~~5.~~ 4. SPECIAL WAGE PROVISIONS

Full-time bargaining unit employees will be eligible to receive a $50.00 biweekly pay supplement. Effective upon ratification of this agreement, the $50 biweekly pay supplement shall be suspended through September 30, 2014 and thereafter be reinstated.

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, which shall be revised upon the ratification of all bargaining unit agreements, agreeing therein that the calculation of retention scores shall be based upon seniority in the concerned job classification. When a layoff of a regular employee is necessary, from a position in a class in a series, the County will attempt to place the laid off employee in another class to which it appears the employee is capable of occupying. Any accrued sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.

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, or equivalent entity. 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 and 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

2011-2012

All employees in bargaining unit classifications shall be required to continue to contribute five percent (5%) of base wages from the time of ratification toward the County's cost of health care. This provision shall supersede any conflicting provision of Article 38, "Group Health Insurance." The deduction shall be in pre-tax dollars to the extent allowable by law. In addition, the parties agree to submit to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the parties' impasse, the issue of whether employees shall be required to contribute an additional amount, not to exceed five percent (5%) of their base wages, towards the County's cost of health care, effective upon the ratification of this agreement.

2012 - 2013

2013-2014

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

ARTICLE 29 TRADES PROFICIENCY ALLOWANCE

Water and Sewer employees with permanent status in the following classifications whose pay rates are not over maximum (red-circled) will receive a trades allowance amounting to one additional pay step. Water and Sewer employees with permanent status in the following classifications whose pay rates are over maximum (red-circled) will receive a trades allowance amounting to a gross payment of $20.00 bi-weekly.

OCC. CODE	CLASSIFICATION
5804	Water and Sewer Maintenance Mechanic
5812	Water and Sewer Automotive Mechanic
5814	Water and Sewer Automotive Body Worker
5817	Water and Sewer Utility Equipment Mechanic
5840	Plant Electrician
5844	Plant Diesel Mechanic
5846	Plant Mechanic
5848	Pipefitter
5850	Treatment Plant Instrument Technician
5872	Water & Sewer Structural Maintenance Worker
5874	Water and Sewer Machinist
5876	Water and Sewer Spray Painter
5878	W&S Refrigeration Mechanic
5880	Water and Sewer Electrician

ARTICLE 30 GROUP HEALTH INSURANCE

The County's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage. Dependent care coverage shall be consistent with state and federal legislative eligibility requirements.

The parties agree that bargaining unit employees will be afforded the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the County and the qualified Health Maintenance Organization.

Any employee who desires to enter the County Group Insurance plan that has either withdrawn from the plan or not joined the plan in accordance with its terms shall be subject to

the requirement of a physical examination at the employee's expense if an examination is required by the insurer.

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

1. The County's Group Health Insurance will include a Point of Service/Managed Health Care Group Insurance Plan.

2. The County will provide a $5.00 biweekly Flex Dollar contribution to employees enrolled in a High Option HMO Plan.

3. The County will provide a $10.00 biweekly Flex Dollar contribution to employees enrolled in a Low Option HMO Plan.

4. The County will provide an annual $1,000 Flex Dollar contribution, paid in biweekly increments, for County employees eligible for group health insurance.

5. All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

6. Effective upon ratification of this agreement, the County's contribution to the flex dollar benefits as provided in sections 2, 3 and 4, above, shall be suspended through September 30, 2014 and thereafter shall be reinstated.

7. Post Employment Health Plan (PEHP) – It is the intent of the parties, during the term of this agreement, to permit the Union to establish a PEHP whereby employees who are retiring and separating from the County will have the applicable payout of their accrued sick leave placed in a PEHP account consistent with current Internal Revenue Service (IRS) Rules and Regulations. It is the

understanding between the parties that the Union will be solely responsible for obtaining the PEHP provider and administrator for this service and for ensuring compliance with all applicable state and federal laws and regulations. The County will only be responsible for payment of an employee's applicable sick leave into the PEHP selected by the Union. Additionally, the Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders and judgments brought and issued against the County as a result of any action taken or not taken by the County or any party under the provisions of this section of this agreement.

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

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

ARTICLE 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.

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 following documents and publications; One (1) copy, unless indicated otherwise.

Board of County Commission Agendas
Examination Announcements
Training and Benefit Bulletins
Classifications Specifications (3)
Employee Newspapers
Administrative Orders and Personnel Policy Procedures
Proposed Budget
Final Budget
Table of Organization
Pay Plan (4)

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

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

b) Bargaining Unit Job Descriptions
List of Employees by Seniority (on a yearly basis and including date of hire in the County service as well as date of hire or status date in the classification).

5. The County upon written request will provide the Union, at no cost, four (4) sets of labels per calendar year containing the names and addresses of bargaining unit employees. Any additional requests for labels shall be paid for by the Union. 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.

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. That portion of an employee's first six (6) days that are unused at the end of the employee's leave year shall be added to the employee's annual leave, the balance shall be deposited in the employee's sick bank.

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

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

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

Employees who retire after 30 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the 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.

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. Employees may accrue annual leave up to a maximum of 500 hours.

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

After six (6) years .....Eight (8) hours
After seven (7) years.....Sixteen (16) hours
After eight (8) years.....Twenty-four (24) hours
After nine (9) years.....Thirty-two (32) hours
After ten (10) years.....Forty (40) hours
After sixteen (16) years.....Forty-eight (48) hours
After seventeen (17) years.....Fifty-six (56) hours
After eighteen (18) years.....Sixty-four (64) hours
After nineteen (19) years.....Seventy-two (72) hours
After twenty (20) years.....Eighty (80) hours

3. All employees in this Bargaining Unit shall 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.

4. 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.

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

6. Whenever possible, employees scheduled for annual leave as noted above, shall be entitled to use the total amounts of leave earned during the leave year. Employees shall be entitled to use a minimum of two (2) 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.

7. 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

Management and Compensation for Miami-Dade County in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance procedure or 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. In the event the parties have a dispute over the meaning of any such law or regulation, they shall contact the applicable governing authority to obtain a clarifying 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. The Union will cooperate with and assist management to live up to this responsibility.

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

3. If an employee believes he is being required to work under unsafe conditions, he shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union Steward may immediately notify the Departmental Safety Officer and the Director of Labor Management and Compensation (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, GSA Risk Management Division, or equivalent entity, 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, GSA Risk Management Division, or equivalent entity, it shall be furnished by the County at no cost to the employee.

   Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.

ARTICLE 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 Departments 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. 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 Management and Compensation 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. Exclusive of administrative job classifications, to be mutually determined by the parties, the employee 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 ten (10) years. In these instances, the next senior employee will be given preference for the vacancy.

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.

ARTICLE 49 VOTING

If an employee does not have time to vote outside normal scheduled working hours the County will allow employees who meet the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production and services.

CONDITIONS

1. The employee must be a registered voter; and

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

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

Effective upon ratification of this agreement, the provisions of this article shall be suspended through September 30, 2014 and thereafter be reinstated.

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.

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.

Full-time employees will also be granted five (5) days of Emergency Bereavement Leave, as defined in the County Leave Manual and Miami-Dade County Resolution No. R-326-10, in the event of a death of the employee's mother-in-law or father-in-law.

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 Employee Local 121, shall be effective October 1, 2011, and continue to September 30, 2014.

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.

In the event that during the term of this Agreement (October 1, 2011, to September 30, 2014) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article 28 Wages, the Union will have the right to request the reopening of negotiations with respect to Article 28 Wages only.

The County has the right to re-open this agreement to discuss issues related to the implementation of the Enterprise Resources Planning (ERP) for a new countywide Human Resources (HR) System. The purpose of this re-opener is to be able to address changes in the

business processes used to perform certain personnel and payroll transactions in order to adapt to the functional requirements of the new HR System.

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

EXHIBIT 1

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

W&S ACCOUNT CLERK	(5728)
W&S AUTOMOTIVE EQUIPMENT OPERATOR 1	(5827)
W&S AUTOMOTIVE EQUIPMENT OPERATOR 2	(5828)
W&S AUTOMOTIVE SERVICE HELPER	(5810)
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 CLERK 2	(5702)
W&S COMMUNICATIONS SERVICE REPRESENTATIVE	(5750)
W&S COMMUNICATIONS SUPPORT SPECIALIST	(5751)
W&S COMPLAINT INTAKE SPECIALIST	(5714)
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 ELECTRICIAN	(5880)
W&S ENGINEERING SURVEY TECHNICIAN 1	(5888)
W&S ENGINEERING SURVEY TECHNICIAN 2	(5889)
W&S ENGINEERING DRAFTER 2	(5886)
W&S EVALUATION & REVIEW SPECIALIST	(5862)
W&S FLOW METER TECHNICIAN	(5858)
W&S GEO DATA COLLECTION & MAPPING TECHNICIAN	(5777)
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 INSTRUMENTATION TECHNICIAN	(5850)
W&S LABORATORY TECHNICIAN 1	(5762)
W&S LABORATORY TECHNICIAN 2	(5765)
W&S LATERAL REPAIRER	(5867)

W&S LEAK DETECTION EQUIPMENT SPECIALIST	(5851)
W&S LIME PRODUCTION PLANT OPERATOR 1	(5860)
W&S 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)
W&S METER READER	(5770)
W&S NEW BUSINESS PROCESSOR	(5943)
W&S 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 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 2	(5707)
W&S REFRIGERATION/AC MECHANIC	(5878)
W&S SECRETARY	(5719)
W&S SEMI-SKILLED LABORER	(5802)
W&S SERVICE TECHNICIAN 1	(5837)
W&S SERVICE TECHNICIAN 2	(5838)
W&S SEPTIC WASTE ATTENDANT	(5825)
W&S SIGN TECHNICIAN	(5664)
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)

EXHIBIT 1 (cont'd)

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

W&S TREATMENT PLANT OPERATOR 1	(5852)
W&S TREATMENT PLANT OPERATOR 2	(5853)
W&S TV TECHNICIAN 1	(5864)
W&S TV TECHNICIAN 2	(5865)
W&S UTILITIES SUPPLY SPECIALIST 1	(5755)
W&S UTILITIES SUPPLY SPECIALIST 2	(5756)
W&S UTILITIES INSPECTOR	(5870)
W&S UTILITY DAMAGE CLAIMS REPRESENTATIVE	(5738)
W&S UTILITY EQUIPMENT TECHNICIAN	(5817)
W&S UTILITY INVENTORY SPECIALIST	(5901)
W&S UTILITY SUPPLY TECHNICIAN	(5754)
W&S VALVE EXERCISE TECHNICIAN	(5866)
W&S WORD PROCESSING OPERATOR 2	(5716)
W&S WATER METER REPAIRER	(5834)

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

OCTOBER 1, 2011 – SEPTEMBER 30, 2014

This Agreement signed this 22 day of December, 2011.

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

Emilio Azoy
President

Juan Cruz
Vice President

Witness

Witness

Miami-Dade County

Carlos A. Gimenez
Mayor

Mary Lou Rizzo
Human Resources Division
Internal Services

John W. Renfrow
Director
Water and Sewer Department

Witness