

# MEMORANDUM

Agenda Item No. 9(A)(2)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** December 1, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving and ratifying the 2020-2023 collective bargaining agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L. – C.I.O., Solid Waste Management Employees Local 3292; waiving requirements of Resolution No. R-130-06

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The accompanying resolution was prepared by the Human Resources Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



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Geri Bonzon-Keenan  
County Attorney


GBK/smm

# Memorandum



**Date:** December 1, 2021

**To:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Approval and Ratification of 2020-2023 Collective Bargaining Agreement  
Between Miami-Dade County and the Solid Waste Management Employees  
(AFSCME), A.F.L. – C.I.O., Local 3292 Union

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve and ratify the attached 2020-2023 Collective Bargaining Agreement (Agreement) between Miami-Dade County (County) and the Solid Waste Management Employees (AFSCME), A.F.L. – C.I.O., Local 3292 (Union).

The Union notified the County that the attached Agreement was ratified by the bargaining unit on November 4, 2021. The attached contract is submitted for your approval and ratification because the Board's ratification is necessary to make the Agreement binding on the parties under State law.

The requirements of Resolution R-130-06, requiring that any contract between the County and third parties be executed and finalized prior to their placement on a Board agenda, may be waived by the Board upon a recommendation by the County Mayor that it is in the best interest of the County to do so. It is recommended that these requirements be waived for this Agreement because the collective bargaining agreement is not effective until it is ratified by the Union and the Board. Accordingly, this Agreement will be executed by the parties subsequent to its approval and ratification by the Board and the Union.

## **Scope**

The impact of this agenda item is countywide.

## **Delegation of Authority**

The resolution delegates the authority to the Mayor to execute, implement and administer the 2020-2023 Collective Bargaining Agreement between the County and the Union.

## **Fiscal Impact/Funding Source**

The fiscal impact associated with the contractual changes in the various provisions included in this agreement, FY 2020-21 through FY 2022-23, is estimated at \$4.627 million. Funding for the first two years of these contractual changes is included in the FY 2021-22 Adopted Budget in the reserves of the Department of Solid Waste Management.

## **Track Record/Monitor**

Tyrone W. Williams, HR Division Director for the Human Resources Department, monitors and oversees the administration of this collective bargaining agreement.

**Background**

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

**TERM OF AGREEMENT**

*This is a three-year contract for the period of October 1, 2020 through September 30, 2023.*

**ARTICLE 7 CHECK OFF**

*Upon full implementation of the Enterprise Resource Planning (ERP) system, the County shall provide the Union two additional payroll deduction slot(s).*

**ARTICLE 19 PROMOTIONS WITHIN THE BARGAINING UNIT**

*Modifies language for union promotional opportunities to be tied to performance.*

**ARTICLE 29 LEAVE WITH PAY**

*An additional employee will be released with pay to administer the contract.*

**ARTICLE 32 HOLIDAYS**

*Juneteenth Holiday will be granted.*

**ARTICLE 39 SAFETY INCENTIVE/BONUS PLAN**

*Increases bonus by \$10 for accident frequency rates less than 15%*

**ARTICLE 41 WAGES**

*There is no COLA during the first year of the contract. Upon ratification a one-time bonus of 2% of base wages at the time of ratification will be paid. This 2% bonus shall be calculated using the employee's base wage before such base wage has been adjusted by the (Fiscal Year 2021-22) 3% Cost of Living Adjustment. Effective the first pay period in October 2021, bargaining unit employees shall receive a COLA of three percent (3%). Effective the first pay period in October 2022, bargaining unit employees shall receive a COLA of three percent (3%).*

**ARTICLE 43 UNIFORMS**

*Increases annual uniform maintenance allowance, payable in January of each year, from \$300 to \$400.*

**ARTICLE 44 LONGEVITY BONUS**

*The annual longevity bonus award will increase by 0.1% each year for an additional 5 years, from 3.0% after 30 years of employment to a maximum of 3.5% after 35 years of employment.*

**ARTICLE 49 SAFE DRIVING AWARDS**

*Modify award from \$5 to \$25 for each consecutive year of safe driving completed.*

**ARTICLE 67 SPECIAL WAGE PROVISIONS**

*Increase Waste Collection Disposal pay supplement from 4% to 5%.*

*Adds Trash Truck Driver 1 that are assigned to the Landfill to classifications that are eligible to receive a \$200 bi-weekly pay supplement.*

*Specific classifications will receive a \$250 one-time bonus.*

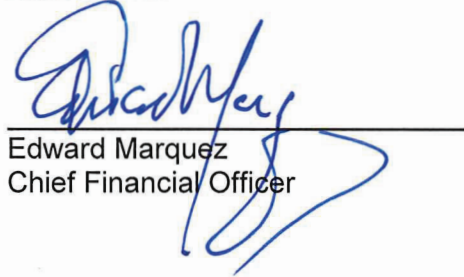


**ARTICLE 68 TERM OF AGREEMENT AND REOPENING**

*The collective bargaining agreement shall be effective upon ratification by the Association and the Board of County Commissioners unless otherwise provided in any specific Article. The economic benefits of the Agreement shall be applicable only to bargaining unit and/or County employees employed on or after ratification by both the Union and the Board of County Commissioners of Miami-Dade County, Florida, notwithstanding the effective date set forth in any particular article.*

*The County has the right to reopen Article 38 (Group Health Insurance) of this agreement for healthcare redesign. The County may invoke the reopener clause by written notice to the Union no sooner than January 1, 2022. In the event that any other County Union receives a more favorable COLA, the contract will be subject to an automatic "me too" COLA.*

Attachments



Edward Marquez  
Chief Financial Officer

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY,  
THE MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT  
DEPARTMENT  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, A.F.L. – C.I.O.  
SOLID WASTE EMPLOYEES, LOCAL 3292  
OCTOBER 1, 2017 20 – SEPTEMBER 30, 2020 23**



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## **ARTICLE 1 AGREEMENT**

This Agreement is made and entered into on the first day of October, 2017 20, by and between Miami-Dade County (hereinafter referred to as the County) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3292 (hereinafter referred to as the Union). Said Agreement to be effective on the above date provided that it has been ratified by the Union and the Board of County Commissioners of Miami-Dade County, Florida, and the provisions will only be applicable to current and/or perspective employees within the bargaining unit on or after the effective date of ratification.

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

## **ARTICLE 2 PURPOSE AND INTENT**

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

Upon ratification, the provision of this Agreement will supersede Personnel Rules, Pay Plan, Miami Dade County Leave Manual Administrative Orders, and/or other rules and regulations in conflict herewith.

## **ARTICLE 3 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT**

1. The Union recognizes that management possesses the sole right, duty, and responsibility to operate and manage the County and direct the work force, and the rights, authority, and discretion which the County deems necessary to carry out its responsibilities and missions, shall be exercised consistently with these terms. Any term and condition of employment other than wages and benefits not specifically established or modified by this Agreement shall remain solely within the discretion of the employer modify, establish or eliminate. The rights contained in this Article shall be exercised consistently with Article 61 - Prevailing Benefits.
2. The County reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulations including, but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations, not in conflict with the express written provisions of this Agreement. This right and authority shall include but is not limited to the County's right to revise promotional criteria and the duration of promotional eligibility lists.
3. These rights and powers include, but are not limited to, the authority to:
  - a. Determine the missions and objectives of the County;
  - b. Determine the methods, means and number of personnel needed to carry our Departmental responsibilities;
  - c. Take such actions as may be necessary to carry out services during emergencies;
  - d. Direct the work of the employees, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;
  - e. Discipline or discharge employees for just cause;
  - f. The right to make reasonable rules and regulations. The County will inform the Union of any changes in the existing rules and regulations and the establishment of new rules and regulations before such changes are made effective;
  - g. Schedule operations and shifts;
  - h. Introduce new or improved methods, operations and facilities;



- i. Hire, examine, classify, promote, train, transfer and assign employees;
- j. Schedule and assign overtime work as required;
- k. Contract out for goods or services, provided that the County gives the Union at least sixty (60) days written notice in contracting out for services currently being performed by bargaining unit employees. The County will provide 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;
- l. Determine the utilization of technology;
- m. Such other rights, normally consistent with management's duty and responsibility for operation of County services; provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that management decisions may have on terms and conditions of employment.

**ARTICLE 4 RECOGNITION OF UNION**

The County recognizes the Union as the sole and exclusive representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment.

**ARTICLE 5 BARGAINING UNIT**

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 371, is as follows:

**Included:** All full-time personnel employed by Miami-Dade County's Department of Public Works and Waste Management in the following job classifications:

- Waste Collector
- Trash Truck Driver 1
- Waste Truck Driver
- Trash Crane Operator
- Waste Equipment Operator
- Trash Truck Driver 2
- Waste Attendant 1
- Waste Attendant 2
- Waste Operations Clerk

**Excluded:** All professional, supervisory, managerial and confidential personnel employed by Miami-Dade County, and all temporary, exempt, regular part-time, seasonal, substitute and emergency personnel employed by Miami-Dade County (as defined in Miami-Dade County Personnel Rules, Chapter III, Section 8 A, B, C and D) and all other employees.

**Definition:** Regular part-time means those individuals who work 20 hours or more per week for at least six months per year.

- 2. Probationary, exempt and regular part-time employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan, or other rules and regulations in effect prior to the execution of the Agreement and there shall be no applicability of this contract or change in any of the wages, benefits, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such applicability or changes are specifically stated in this Agreement with reference to such employees.
- 3. It is agreed that if and when new position classifications are created by action of the Board of County Commissioners, the questions of inclusion or exclusion within the Bargaining Unit shall be settled in accordance with state law.

## **ARTICLE 6 NON-DISCRIMINATION**

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

It is understood between the parties that bargaining unit employees will be covered by the provisions of County Administrative Order 7-37 Unlawful Harassment.

This Article is intended solely to comply with the criteria enumerated above and applicable Federal and State statutes.

## **ARTICLE 7 CHECK OFF**

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues of such employee from his bi-weekly pay and remit such deduction to the Union within ten (10) days of the date of deduction. The Union will notify the County, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. An employee may upon thirty (30) days written notice to the County and the Union revoke his dues deduction. Notice to the County alone shall not be sufficient. Should Chapter 447.303 Florida Statutes be amended, the amendment will supersede the applicable section of the Article.

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

The County shall provide a second payroll deduction for the Union's Political Action Committee (PEOPLE). The first deduction will be considered a low deduction and the second will be considered a high deduction (The amounts will be a \$2.00 low deduction and a \$5.00 high deduction).

Upon full implementation of the Enterprise Resource Planning (ERP) system, the County shall provide ~~notify and meet with~~ the Union ~~to discuss the adding of~~ two additional payroll deduction slot(s).

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.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

1. In a mutual effort to provide harmonious working relationships between the parties to the Agreement, it is agreed to and understood by both parties that the following shall be the sole procedure for the resolution of grievances arising between the parties as to the interpretation of and application of the provisions of this Agreement.
2. A "grievance" shall be defined as any dispute arising concerning the application or interpretation of this Agreement or with respect to the circumstances and conditions which concern the working relationship of the employees and the County. A class grievance (general grievance) shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances should attempt to name all employees or classifications covered in a grievance. Class grievances, at the option of the Union, may be submitted at step 2, 3, or 4. When a grievance is filed, the Union and/or grievant will state the alleged violation of the contract claimed, the date, if known, or the approximate date, upon which the violation occurred, the facts of such violation, the Article of the contract violated and the remedy sought by the Union and/or grievant.

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

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

Step 1. The aggrieved employee, with the Union Steward if the employee so desires, shall discuss the grievance with the immediate supervisor within ten (10) calendar days of the occurrence or knowledge giving rise to the grievance.

Step 2. If after discussion with the immediate supervisor the grievance has not been resolved, the grievance shall be offered in writing and shall be forwarded within ten (10) calendar days by the aggrieved employee and/or Union to the intermediate supervisor. The intermediate supervisor's response shall be submitted in writing to the employee, with a copy to the Union, within ten (10) calendar days.

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

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

5. Failure by the employee or the Union to observe the time limits for submission of a grievance at any step will automatically result in the grievance being considered abandoned. Failure by the County to respond to a grievance at any step within the prescribed time limits will automatically move the grievance to the next step.

6. Each party shall be allowed extensions of time, not to exceed ten (10) calendar days, as a matter of right. The other party must be notified of the requested extension. Extensions of time may be mutually agreed to at any step. Such requests shall not be unreasonably denied by the other party.

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

8. All responses required in steps 2, 3, and 4 above shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance on any step of the procedure must contain the reasons for the rejection.

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

## **ARTICLE 9 ARBITRATION**

1. If the decision of the Director of the Department has not satisfactorily resolved the grievance, the Union may request Arbitration, in writing, to the Director of Labor Relations and Compensation Division no later than fifteen (15) working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the Director of the Department. Upon receipt of request for Arbitration and in no event later than fifteen (15) working days, the Director of Labor Relations and Compensation Division shall set in motion the necessary process to expedite an early hearing by the Arbitrator.
2. The Union shall have the right to any facts or public documents regarding matters upon which arbitration has been requested. The Union shall be able to conduct a full investigation of matters upon which arbitration has been requested. All requests of the Union pursuant to this provision shall be fulfilled within a reasonable period of time after the request is made. As a principle of interpretation, "a reasonable period of time" within the meaning of this provision shall mean within a sufficient time prior to an arbitration hearing to permit the Union to properly prepare its case. When the Union states that they have not had sufficient time to prepare, a postponement shall be requested by the Union.
3. At the arbitration hearing, the aggrieved employee shall be accompanied by his Union Representative and such additional non-employee Union Representatives as shall be approved by the Arbitrator.
4. At the request of either party there shall be a certified court reporter at the hearing.
5. The parties shall bear equally the expenses and fees of the court reporter, the expenses and fees of the arbitrator and all other expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are directly required to assist the principal Union Representative in the conduction of the case. The intent of the parties is to minimize time lost from work.
6. The Arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be final and binding when in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

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

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

7. Matters excluded from the Grievance Procedure under Article 8, Section 3, and determinations covered under Article 10, Classification Appeal, and Article 11, Job Descriptions, and Article 15, Performance Evaluation and Appeals, shall be excluded from arbitration.

## **ARTICLE 10 CLASSIFICATION APPEAL**

1. If an employee has reason to believe he or she is misclassified, based upon a material change in his or her job duties and responsibilities, the employee may apply for a review of the employee's classification,

in writing, to the employee's immediate supervisor. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to the Labor Relations and Compensation Division by the employee's department within thirty (30) calendar days of receipt of request. Within sixty (60) calendar days of receipt of the request for reclassification, Labor Relations and Compensation Division shall render a decision in writing.

2. If the Labor Relations and Compensation Division determine that there is no material change, the employee may, within fourteen (14) calendar days request in writing, a hearing by the Human Resources Department Director. At the hearing, the employee may be accompanied by a representative of his or her choosing and may produce any documents and evidence to support the claim for reclassification. The Human Resources Department Director will explain the basis for the decision in writing in the event the request is denied. The Human Resources Department Director shall hold such hearing within ninety (90) calendar days of the request.
3. Whenever the Human Resources Department Director determines that an employee is misclassified, the employee shall be placed in a current, appropriate classification, unless the Human Resources Department Director determines that there is no existing appropriate classification. In such cases the Human Resources Department Director shall establish the classification, job description and pay range, which shall be maintained during the term of this agreement. In the event the request for reclassification is granted on appeal, the employee shall receive compensation beginning with the pay period that the original request was received in the Human Resources Department.
4. The Human Resources Department Director's decision shall be final and binding, and not subject to further appeal.
5. The County will notify and confer with the Union of the following classification actions that affect the bargaining unit's classifications prior to finalizing the classification action:
  - a. Reclassification of a filled position(s) to a new classification outside of the bargaining unit.
  - b. Reclassification of a bargaining unit classification to a new classification outside of the bargaining unit
6. In the event that the reclassification of a position, in which an employee has achieved permanent status, is only a title change, the time served in the previously titled position shall be credited to the new classification and the employee shall not serve a new probationary period.

## **ARTICLE 11 JOB DESCRIPTION AND APPEAL**

1. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the County shall discuss with the Union the proposed change in job descriptions. The Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.
2. If the Union is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 1 above, request a hearing before the Director of the Human Resources Department. This hearing shall be held at a mutually agreeable time, within sixty (60) days.

Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees affected, who desire to give such testimony, provided that Union and County will agree on a representative number of employees witnesses to insure a full hearing on the merit of the issues. Appropriate County Management shall appear in support of the proposed changes. The Director of the Human Resources Department shall render a decision within thirty (30) days after conclusion of the



hearing. The decision of the Director of the Human Resources Department shall be final and binding, and not subject to further appeal.

3. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job descriptions, the County may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees so long as the task and duties assigned fall within skills and other factors common to the classification.
4. It is understood by the Parties, the duties to be added in the proposed change in the job description shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the County, other than the addition of new duties, shall be reasonable under the circumstances.
5. In order to serve Miami-Dade County residents in voting, the Mayor may require that County employees be assigned to the Elections Department, to perform Elections related work before, during and after an Election. Employees shall be compensated in accordance with Implementing Order 4-76.

## **ARTICLE 12 LABOR MANAGEMENT COMMITTEE**

### **Committee Formation**

There will be a Labor Management Committee formed within the Department. Said Committee shall consist of members designated by the Union and of members designated by the Department Director. The Union membership of such Committee shall consist of persons from within the position classifications covered by this Agreement and the Management members shall consist of persons within the Department, but outside of the Bargaining Unit, as herein defined. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor Management Committee meetings. Employees who attend Labor Management Committee meetings outside of their normal working hours or on their day off will not be paid.

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

The composition of the Labor Management Committee shall consist of not more than five (5) members designated by the Union and not more than five (5) members designated by the Department Director.

### **Performance Based Compensation Projects**

The Union agrees to work cooperatively with the County to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a collaborative effort between the County and the Union, to effect meaningful performance based productivity gains that are designed to enhance the effectiveness and efficiency of the Department.

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.

### **Efficient Delivery of Quality Services**

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

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

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

For the term of this Agreement, the County’s Human Resources Department conducted a review of the existing salary structures of all bargaining unit classifications. Specifically, a detailed analysis was conducted of the pay step salary structures of the bargaining unit classifications, as it compared to those of other bargaining unit classifications found in other County departments, in reference to the monetary percentage amount or differential that existed between each pay step. Based on this review the following actions were implemented: select classifications were restructured from the existing 6 step ranges to 3 step ranges to maintain internal equity with comparable classifications County-wide. The remaining classifications were identified to have fallen within the existing County-wide internal equity salary structure.

The results of the foregoing study was incorporated into a comprehensive evaluation of the structure of the pay ranges and pay level for subject classifications. In accordance with the salary range reconstruction recommendations by the Compensation Section of the Human Resources Department, effective the beginning of the first pay period, immediately following ratification of this Agreement by the Board of County Commissioners, only the pay ranges of the following seven bargaining unit classifications as detailed below will be restructured from 6 step ranges to 3 step ranges, In accordance with County compensation and pay administration practices, eligible bargaining unit employees will be placed on the appropriate pay steps. Consistent with current County procedures, only employees whose overall evaluation is “satisfactory” or higher shall receive a merit increase when they are eligible.

Occ. Code	Title
6308	Waste Attendant 1
6213	Waste Equipment Operator
6209	Trash Truck Driver 1
6211	Trash Truck Driver 2
6212	Trash Crane Operator
6208	Waste Collector
6215	Waste Truck Driver

**ARTICLE 13 UNION STEWARDS AND NON-EMPLOYEE UNION BUSINESS REPRESENTATIVES**

The Union has the right to select employees from within the Bargaining Unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the Labor Relations and Compensation Division of Miami-Dade County by the Union, with a copy to the department by October 1<sup>st</sup> of each fiscal year. The department shall be notified within seven (7) calendar days when changes to the list occur.

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

unreasonably withheld. It is agreed to and understood by the parties to this agreement that there shall not be more than thirty-four (34) Stewards to include one (1) Chief Steward within the Bargaining Unit, as herein defined. It is agreed to and understood by the Union that Union Stewards shall process grievances and conduct their other duties in such a manner as to not disrupt normal County activities, work production and services.

Distribution of Union Literature shall not be done in work areas during work time.

Every effort will be made, by both the County and the Union, to allow Union Stewards to investigate grievances, preferably on the same date as the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal contact of employees during work time by Employee Representative, Union Stewards or non-employee Union Business Representatives shall not be done without first receiving prior approval from an employee's supervisor. Approval shall not be unreasonably withheld.

The total amount of time granted to Association Representatives cumulatively to process grievances and to attend union functions shall not exceed 2500 hours in total for each year of the Agreement. Time taken off under this provision shall be charged to Union Activity Leave.

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

Union Representatives, i.e., Non-employee Union Business Representatives, shall be certified, in writing, to the Director of Labor Relations and Compensation Division for Miami-Dade County by the Union, with a copy to the department by October 1<sup>st</sup> of each fiscal year. The department shall be notified within seven (7) calendar days when changes to the list occur. The Union agrees that activities by the Union Representatives shall be carried out in such a manner as not to disrupt normal departmental activities, work production and services.

#### **ARTICLE 14 DISCIPLINARY ACTION**

1. An employee may be disciplined only for just cause.
2. Whenever it is alleged that an employee has violated any rule, regulation, or policy that employee and the Union shall be notified as soon as possible, regarding the specific rule, regulation, or policy allegedly violated. The employee shall have the right to representation in discussions concerning actual or pending disciplinary action and shall receive a minimum of two (2) working days notification prior to the scheduled session for disciplinary action presentation, upon notification, the employee shall be given seven (7) calendar days to provide a written statement regarding the alleged violation.
3. Upon request of the concerned employee, the County agrees to promptly furnish the Union a copy of any Disciplinary Action Report presented to an employee in this Bargaining Unit. The notice of disciplinary action shall contain allegations of specific personnel rules violated by the employee.
4. Any Performance Evaluation, Record of Counseling, Disciplinary Action Report, or document to which an employee is entitled shall not be part of the employee's official record until the employee has been offered or given a copy. The copy offered or given to the employee shall be in a paper form.
5. Discipline and/or counseling will normally be carried out in a manner which does not embarrass the employee. Neither formal nor informal counseling is considered to be disciplinary action. An employee being presented a formal counseling may request a representative. Both should be viewed as efforts to improve performance. An employee who receives a formal Record of Counseling or a Disciplinary Action Report will be permitted to attach a written rebuttal to the counseling form or respond to the disciplinary charges, by submitting it within ten (10) calendar days from the receipt of the counseling or disciplinary action report. The formal record of counseling or disciplinary action report and rebuttal, if any, will be reviewed by the supervisor of the employee who prepared the counseling, prior to it being placed in the

affected employee's personnel file. Upon request of the employee, a Record of Counseling form shall be marked "no longer in effect" after two (2) years of good performance during which the employee has not been the subject of disciplinary action or further formal counseling. A Record of Counseling marked "no longer in effect" shall not be used by the County in any manner, including but not limited to progressive discipline promotion, transfer, or as evidence in a subsequent disciplinary hearing with the exception that a Record of Counseling that is marked "no longer in effect" may be used to demonstrate that an employee had notice of the rule that is set forth in that Record of Counseling if such a rule is the subject of a future disciplinary action. The two (2) years considered herein shall run from the date of issuance of the Record of Counseling.

Written Reprimands shall be marked "no longer in effect" in the employee's departmental personnel file and not considered for progressive disciplinary action after two (2) years of good performance from the date of the final action of the Written Reprimand, during which an employee has not been the subject of progressive disciplinary action, further formal counseling or does not result from a final disciplinary action that was reduced from a suspension, demotion or termination via an appeal hearing.

6. An employee who is absent without authorized leave for three (3) consecutive work days and is considered to have abandoned the position shall have a right to petition the Human Resources Department Director for a review of the facts in the case. The Human Resources Department Director shall rule as to whether the circumstances constitute abandonment of position. Only facts concerning the alleged abandonment shall be considered by the Human Resources Department Director. The Human Resources Department Director's findings and rulings shall be in writing. The Human Resources Department Director's decision shall be final and binding.
7. The County shall cooperate in a reasonable manner to facilitate the Union's investigation by providing access to public records and documents related to disciplinary action in a timely fashion. Documents directly related to the Disciplinary Action Report (DAR) will be provided once at no cost to either the employee or the Union after the final action.
8. All disciplinary actions except reprimands will be appealable by the employee, as provided in Section 2.47 of the Miami-Dade County Code, to a Hearing Examiner. The County agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters. The Union may request in writing to the Human Resources Department Director that a specific Hearing Examiner be removed for cause from the roster of available Examiners.

The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary action of dismissal, demotion, reduction in grade and suspension through the grievance procedure contained in Article 8 of this Agreement. The Union shall notify the Director of Human Resources 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 Metropolitan Miami-Dade County. The Union's choice between the grievance procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

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

9. The Department, at their sole discretion, may offer to an employee the option of forfeiting accrued annual or holiday leave in lieu of serving a disciplinary suspension. Employees selecting this option that is authorized by the Department shall waive their right to grieve or appeal the 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 15 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 personnel decisions related to employee performance.

A permanent status employee who has received an overall evaluation of unsatisfactory or needs improvement may appeal by 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 Department 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 Department Director, will appoint a three person supervisory level panel, none of who shall be from the appealing party's department, to act as an informal fact-finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The hearing shall be informal, a transcript is not to be kept and there will be no cross-examination. The employee representative may ask questions of County witnesses through the panel chairperson. Questions shall also be addressed to employee's 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) days following the hearing, the panel will submit a written report of their findings and decision to the Human Resources Department 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 Department 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 he/she has been first given or offered a copy.

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 16 PROBATIONARY PERIOD**

All full-time classified service employees hired, reinstated promoted or transferred into bargaining unit classifications shall serve a twelve month (26 pay periods) probationary period.

On or before the probationary period end date, an annual performance evaluation must be completed and presented to an employee. Failure to do so will result in the employee attaining permanent status.

An employee who has attained permanent status in a prior classification and is promoted or transferred shall serve a new twelve (12) month (26 pay periods) probationary period.



An employee who is demoted to a lower classification, in which he or she has not served and/or attained permanent status, shall serve a new twelve (12) month (26 pay periods) probationary period in the lower classification.

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

A bargaining unit employee whose position is re-titled, with no increase in pay or significant change in duties, will not be required to serve a new probationary period.

### **Voluntary Demotion**

Below is the process for requests to return to a previous classification:

Requests to return to a previous classification applies only to classifications within the bargaining unit where the probationary employee has earned classified service rights in their previous classification.

The request to return to a previous classification shall be made in writing, either electronically or by a hard copy, to the Departmental Personnel Representative (DPR) no later than 60 days prior to the attainment of their permanent status date. The department must submit a Personnel Change Document (PCD) to Payroll and Information Management (PIM) within seven (7) days of the employee's request.

Upon the employee returning to the previous classification, they are not guaranteed their same shift, work location, schedule, vehicle, etc. These matters will be determined solely by Management based on operational necessity. Employees returning to previous job classifications shall receive seniority credit for their continuous service prior to the promotion, but not for the period in the higher classification.

A request to return to a previous classification may not be initiated in lieu of or prior to a failure of probation by Management.

If discipline is pending prior to the request of a voluntary demotion being granted, discipline will still be effectuated.

A request to return to a previous classification will result in a salary reduction to the salary the employee was earning prior to the promotion, and the employee will receive a new pay anniversary date.

An employee who voluntarily returns to a previous classification will not be eligible for promotion to the same classification they demoted from for a period of one (1) year from the date of the demotion.

All of the terms stipulated above will be outlined on future promotional offer letters and employees shall sign acknowledgement of the terms and conditions of the promotion.

### **ARTICLE 17 EMPLOYEE RESIGNATION**

When an employee resigns his employment with the County and fulfills his obligation under the County Personnel Rules, Chapter VIII, Section I, the Personnel Change Document form reflecting the termination of employment shall indicate the employee voluntarily resigned and was in "good standing."

This Article shall not apply to employees who resign in lieu of disciplinary action.

**ARTICLE 18 OPEN COMPETITIVE EXAMINATIONS**

Permanent status County employees whose name appears on an eligible list, shall receive preference points, based upon the number of years of permanent continuous County Service, computed on the basis of .5 (five-tenths) points added to their score for each year of such service, to a maximum of ten (10) years of such service.

**ARTICLE 19 PROMOTIONS WITHIN THE BARGAINING UNIT**

Promotions to classifications within this Bargaining Unit will be accomplished in the following manner:

1. Eligible lists for promotional positions within this Bargaining Unit (hereafter referred to as Eligible lists) will be established first from qualified applicants, as determined by the department, in lower classes in the Bargaining Unit, in accordance with paragraphs 2, 3 and 4 of this Article. In the event that there are ~~not~~ no qualified applicants from within the Bargaining Unit, County-wide promotional or Open-Competitive lists may be established in accordance with ~~on the basis of paragraphs 2, 3 and 4 of this Article. the Miami-Dade County recruitment process.~~

2. Eligible lists shall be compiled in accordance with the provisions of the Miami-Dade County Personnel Rules for the Classified Service with appropriate credit given for seniority.

a. Seniority points will be calculated based upon the department established cut-off date and the specified driver training/promotion program as follows: Three (3) points for each five (5) years of continuous service in eligible County classifications. Effective October 1, 2003, the calculation of seniority points is as follows: Five (5) points for each five (5) years of continuous service in eligible County classifications.

b. The calculated point value for Employee Performance Evaluation Reports will reflect the following: Satisfactory – 3.00 points, Above Satisfactory – 4.00 points, and Outstanding – 5.00 points to coincide with the County’s scoring system for Employee Performance Evaluations. The Employee Performance Form utilized shall be the general County-wide Form consisting of four (4) categories. The Field/Operational Performance Evaluation Form consisting of eight (8) categories shall no long be used.

c. The calculated point value for discipline will be deducted for the specified driver/training promotion program as follows:

<u>Action</u>	<u>Points Deducted</u>
i. <del>Each Record of Counseling</del>	<del>3 Points</del>
ii. Each Written Reprimand	-5 Points
iii. Each Suspension	-10 Points
iv. Each Disciplinary Demotion	-15 Points

3. Eligible Lists will have an expiration date of one year from the establishment date. However, the Eligible List may be extended by the Human Resources Department for an additional two (2) years. Employees will be provided written notification when they are placed on a promotional eligible list and the list’s expiration date. In the event an eligible list is extended employees will receive written notification.

4. Eligible lists shall be established based on the scores attained under #2 above.

5. During the term of this Agreement, the Union may request to convene special Labor Management Committee meetings with the department and the Labor Relations and Compensation Division or his/her designee to discuss the provisions of this Article.

## **ARTICLE 20 ACTING APPOINTMENTS**

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

## **ARTICLE 21 OUT OF CLASS PAY**

Employees covered by this Agreement may not generally be required to work out of classification, however, when employees are directed and authorized by the department to work for a full day in a classification with a higher maximum rate of pay than their current class, they shall receive a one (1) pay step increase. 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. This shall not apply to employees working in an "acting" capacity, as described in Article 20.

## **ARTICLE 22 TRANSFERS WITHIN A DEPARTMENT**

The parties agree that the department has the authority to transfer and assign employees to work schedules and work locations.

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. This fourteen (14) calendar day notice may be waived in cases of emergency as declared by the Mayor or when there is an ongoing investigation.

## **ARTICLE 23 LEADWORKER**

Leadworker, as defined in the approved County Pay Plan, shall not serve as a "Rater" of performance evaluations of other employees in the same classification.

A Leadworker shall be selected from the permanent employees in the same classification, department and shift.

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

If a Leadworker is rated on the basis of supervisory ability, it will only be to the extent actually exercised. Leadworkers shall be assigned or removed at the sole discretion of the County.

## **ARTICLE 24 LAYOFFS, RECALL AND RE-EMPLOYMENT RIGHTS**

Layoff, defined, is the separation of an employee for lack of work or funds as determined by the County, or due to the reduction in or the contracting out of services, without fault or delinquency on the employee's part. The County agrees to provide the Union with a list of names of the employees being laid off and such notice shall be sent at the same time that is issued to the employees so affected.

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

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

Employees shall be laid off in accordance with layoff retention scores based upon seniority in the job classification as provided in the Layoff Procedures Manual for Miami-Dade County. Further, all bargaining unit members shall have the right to exercise all rights contained therein.

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

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 twenty-six (26) pay periods, as determined by the concerned Department Director and approved by the Human Resources Department. It is understood that employees bumping into a department as a result of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned department. Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position will be allowed to continue to exercise their classified service rights, in accordance with the provisions of the County's Layoff Procedures Manual.

**ARTICLE 25 SICK LEAVE**

1. The sick leave policy as stated in the Personnel Rules and the County's Leave Manual shall remain in force and effect.
2. Full-time employees shall earn ninety-six (96) hours of sick leave per year in accordance with the Leave Manual.
3. That portion of full-time employee's first 48 hours that are unused at the end of the employee's leave year shall be added to the employee's annual leave; the balance shall be deposited in the employee's sick bank. Bargaining Unit employees with 20 or more years of continuous service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year. The employee may waive the conversion upon written request two (2) pay periods prior to the date of conversion.
4. Employees with less than 20 years of service and a minimum balance of 200 hours in their sick leave bank who have not used ANY sick leave during the employee's leave year may receive payment for up to 40 hours. A written request within two (2) pay periods prior to the date of conversion **must** be submitted. No retroactive Payroll Attendance Record (PAR) changes will be permitted for sick leave.
5. Regular part-time status employees shall be entitled to sick leave on a prorated basis in accordance with the Leave Manual.
6. Employees who were hired before January 1, 2015, and who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule. Proration shall occur on the unused sick leave balance, and after proration, if the balance exceeds 1,000 hours, shall be reduced to 1,000 hours.

Less than 10 years	No Payment
10 years but less than 11 years	25% payment
11 years but less than 12 years	30% payment
12 years but less than 13 years	35% payment
13 years but less than 14 years	40% payment

14 years but less than 15 years	45% payment
15 years but less than 16 years	50% payment
16 years but less than 17 years	55% payment
17 years but less than 18 years	60% payment
18 years but less than 19 years	65% payment
19 years but less than 20 years	70% payment
20 years but less than 21 years	75% payment
21 years but less than 22 years	77.5% payment
22 years but less than 23 years	80% payment
23 years but less than 24 years	82.5% payment
24 years but less than 25 years	85% payment
25 years but less than 26 years	87.5% payment
26 years but less than 27 years	90% payment
27 years but less than 28 years	92.5% payment
28 years but less than 29 years	95% payment
29 years but less than 30 years	97.5% payment
30 years or more	100% payment

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

Bargaining unit employees who were hired before January 1, 2015, and who retire after 30 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

7. Employees who were hired into the County Service on or after January 1, 2015, who retire or resign from County service will be eligible to receive payment for up a maximum of 1000 hours of accrued unused sick leave at the employee's current rate of pay at time of separation, excluding any shift differential.

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

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

The payments described in section # 7 will be prorated in accordance with the following schedule:

Less than 13 years	No Payment
13 years but less than 14 years	25% payment
14 years but less than 15 years	30% payment
15 years but less than 16 years	35% payment
16 years but less than 17 years	40% payment
17 years but less than 18 years	45% payment
18 years but less than 19 years	50% payment
19 years but less than 20 years	55% payment
20 years but less than 21 years	60% payment
21 years but less than 22 years	65% payment



22 years but less than 23 years	70% payment
23 years but less than 24 years	75% payment
24 years but less than 25 years	77.5% payment
25 years but less than 26 years	80% payment
26 years but less than 27 years	82.5% payment
27 years but less than 28 years	85% payment
28 years but less than 29 years	87.5% payment
29 years but less than 30 years	90% payment
30 years but less than 31 years	92.5% payment
31 years but less than 32 years	95% payment
32 years but less than 33 years	97.5% payment
33 years or more	100% payment

**ARTICLE 26 ANNUAL LEAVE**

1. The current Annual Leave Policy as stated in the Personnel Rules and the County’s Leave Manual shall remain in force and effect.
2. In order to recognize longevity of service, persons with six (6) or more years of continuous full-time County service shall have the following additions to their annual leave:

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

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

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

4. The County shall notify the employee that he is reaching the maximum amount of allowable annual leave accumulation.
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 seniority in the same classification.

6. In accordance with department operational requirements, employees scheduled for annual leave as noted above shall be entitled to use the total amounts of leave earned during the leave year. However, more than two (2) consecutive weeks shall be at the discretion of the department.
7. Regular part-time status employees shall be entitled to annual leave on a prorated ~~on a prorated~~ basis in accordance with the County's Leave Manual.

#### **ARTICLE 27 BEREAVEMENT LEAVE AND EMERGENCY SICK LEAVE**

Full-time employees who regularly work five (5), eight (8) hour days will be granted five (5) days of Bereavement Leave with pay in the event of a death in the immediate family, as provided in the County's Leave Manual. Employees who regularly work four (4), ten (10) hour days per week shall receive four (4) days of Bereavement Leave with pay in the event of a death in the immediate family.

Full-time employees who regularly work five (5), eight (8) hour days will also be granted five (5) days of Emergency Bereavement Leave, as defined in the County Leave Manual, in the event of a death of the employee's mother-in-law or father-in-law. Employees who regularly work four (4), ten (10) hour days per week shall receive four (4) days of Emergency Bereavement leave with pay 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 year chargeable from the employee's sick leave accrual.

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

#### **ARTICLE 28 DEATH BENEFIT**

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

If the deceased employee has at least ten (10), but less than twenty (20) consecutive years of full-time County service, the employee's beneficiary shall receive the equivalent of four (4) weeks normal pay, plus \$4000 in accordance with County policy. If the deceased employee has twenty (20) or more consecutive years of full-time County service, the employee's beneficiary will receive the equivalent of four (4) weeks normal pay, plus \$6,000 in accordance with County policy.

#### **ARTICLE 29 LEAVE WITH PAY**

Leave with pay shall be authorized in accordance with the County Leave Manual, and for the following reasons:

1. Four (4) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the County. These employees shall be designated in writing to the Department Director and the Director of Labor Relations and Compensation Division for the County. The employees shall give reasonable notice to their supervisors.
2. The Union President, ~~and Vice President~~ and Secretary/Treasurer will be released from duty with pay to administer this Agreement. Additionally, the County will authorize up to 2500 hours for each year of the Agreement, time off with pay for union representatives to participate in union approved activities providing that the Union President requests the leave in writing to the Director of Labor Relations and Compensation Division no less than one (1) week in advance of the scheduled time off. The hours allocated per year

shall not be cumulative. These authorized hours are inclusive of the hours granted in Article 13, Union Stewards, and number 3 of this Article.

3. Employees designated by the Union to attend Union functions. The Union shall request approval from the appropriate supervisor at least 48 hours in advance of the leave. The total amount of time granted to all employees cumulative seeking leave under this provision shall not exceed 2,500 hours for each year of the Agreement. The hours allocated per year shall not be cumulative. These authorized hours are inclusive of the hours granted in Article 13 Union Stewards and number 2 of this Article.
4. In addition to the standard 40-hour work week, the Union President, Vice President, and any employee released from duty for a minimum of 40 hours per work week, shall receive one (1) hour of daily overtime pay. In addition, hours worked by employees who have been authorized to be released from duty to administer this Agreement ("Y" time) shall be considered hours worked and included in the overtime calculation.
5. Administrative Leave shall be granted to employees to take County Civil Service exams or to appear for job interviews with Miami-Dade County.
6. The Union President, Vice-President and any additional employee released from duty full-time 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.
7. Employees released from duty with pay under this provision shall be exempted from layoff bumping while released.
8. Paid Parental Leave shall be authorized in accordance with Miami-Dade County's Ordinance No. 16-20, to care for a newborn, newly-adopted child, or newly-placed foster child or children. Eligible employees will be provided up to six (6) weeks of paid leave at 100 percent of base wages for the first two (2) weeks, 75 percent of base wages for the following two (2) weeks, and 50 percent of base wages for the remaining two (2) weeks. The provision is subject to any modifications or revocations by the Board of County Commissioners to Ordinance 16-20, in accordance with Article X of Chapter 11A.

### **ARTICLE 30 LEAVE OF ABSENCE WITHOUT PAY**

A Department Director may grant a leave of absence to an employee in accordance with the County Leave Manual.

### **ARTICLE 31 VOTING**

Only when there is no early voting or absentee ballot options available will the County allow each employee who meets the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production however, the County shall attempt to schedule this time off at either the beginning or end of an employee's work shift. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Whenever possible, scheduling of such voting time will be posted as early as ten (10) working days prior to the date of the election.

#### **CONDITIONS**

1. The employee must be a registered voter; and
2. Must be scheduled for a shift of at least eight (8) hours duration on Election Day; and

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

## **ARTICLE 32 HOLIDAYS**

1. The following days shall be considered paid holidays for eligible full-time employees:

New Year's Day	Columbus Day
Dr. Martin Luther King Jr.'s Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
<u>Juneteenth Day*</u>	Christmas Day
Independence Day	Employee's Birthday
Labor Day	4 Floating Holidays

2. To be eligible for a paid holiday, an employee must be in a pay status for a full day on his assigned work days that immediately precede and immediately follow the day on which the holiday is observed.
3. The Birthday Holiday is to be observed on the day it occurs. If that day is not an employee's normal work day, then it will be observed on the nearest regular work day. When there is an emergency situation, as determined by the Department Director, that requires an employee to work on his/her birthday, the Birthday Holiday may be delayed for up to six (6) months and another day of the employee's choice, approved by the department, shall be designated. The Birthday Holiday must be used within six (6) months from the date of the birthday and it is not compensable.
4. With regard to the Floating Holidays, the department may require as much as four (4) weeks' prior notice. The actual days to be used are subject to the mutual convenience of the employee and the department. Only full-time employees with more than nine (9) pay periods of County service are eligible for these holidays. These holidays are not compensable and must be used during the Fiscal Year and cannot be transferred from one Fiscal Year to the next.
5. Dr. Martin Luther King Jr.'s Birthday, the Fourth of July, Christmas Day, Employee's Birthday and Floating Holidays only shall be days off.
6. Christmas Eve and New Year's Eve shall not be considered as holidays and they shall be treated as normal days in all respects during the term of this Agreement.
7. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

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

8. The County shall have the authority to determine and schedule the actual day on which a County recognized holiday will be observed.

## **ARTICLE 33 HOLIDAY PREMIUM PAY AND LEAVE**

1. 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. To qualify for

Holiday Premium and Leave, an employee must be in a pay status for a full day on his assigned workdays that immediately precede and immediately follow the day on which the holiday is observed.

2. Holiday Leave can be accrued to a maximum of 240 hours for those employees designated as non-job basis, by the Pay Plan.
3. All employees shall be paid for outstanding Holiday Leave at time of separation. Such payment shall be at the employees current pay rate at separation (except that night shift differential shall not be included in determining pay rate).
4. Holiday Leave shall be credited to job basis employees on an hour for hour basis to a maximum of the employee's normal workday per holiday. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing the Holiday Leave.
5. 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 (1½) for all hours worked in excess of forty (40) during that week. An employee required to work under these circumstances will be paid for at least four (4) hours regardless of the actual hours worked.
6. When a holiday falls on a regularly scheduled day off and the employee does not work, he/she shall receive eight (8) hours Holiday Leave.
7. When a holiday falls on an employee's regularly scheduled work day, and he/she is required to work on that day, in addition to his/her regular day's pay, shall receive Holiday Leave or straight time pay on an hour for hour basis, with a minimum guarantee of four (4) hours regardless of the number of hours actually worked.
8. Non-job basis employees who regularly work 4/10 hour days per week shall receive fifteen (15) hours of Holiday Leave under Part 5, above, and ten (10) hours of Holiday Leave under Part 6, above.

**ARTICLE 34 HOURS OF WORK**

1. The standard work week commences at 12:01 a.m. each Monday and ends at 12:00 p.m. midnight the following Sunday.
2. The standard number of working hours for full-time employees during any standard work week will normally be forty (40) hours unless otherwise specified in the Pay Plan for the County service.
3. This Article is to be construed only as a basis for determination of overtime and shall not be construed as a guarantee of work per day or per week; nor is it a limitation upon the County's right to reduce the employee's hours of work in accordance with Article 24.

**ARTICLE 35 WORK SCHEDULES**

The County shall have the sole authority to assign and transfer employees as required to for their following work schedules.

WASTE DISPOSAL SECTION - The work week, with the exception of the Waste Attendant I's and II's assigned to the Maintenance unit, shall consist of four (4) ten (10) hour work days on one of the following schedules:

Schedule A	Wednesday, Thursday, Friday, and Saturday
Schedule B	Monday, Tuesday, Thursday, and Friday
Schedule C	Monday, Tuesday, Friday, and Saturday



Schedule D	Monday, Tuesday, Wednesday, and Thursday
Schedule E	Thursday, Friday, Saturday, and Sunday
Schedule F	Sunday, Monday, Tuesday, and Wednesday
Schedule G	Sunday, Monday, Wednesday, and Saturday
Schedule H	Sunday, Tuesday, Wednesday, and Thursday

TRASH COLLECTION, MAINTENANCE AND ROLL-OFF SECTIONS - The work week shall consist of four (4) ten (10) hour work days on one of the following schedules on a rotating basis: However, schedules D, G, H, and I shall only pertain to the Roll-off Section.

Schedule A	Monday, Tuesday, Friday and Saturday
Schedule B	Monday, Tuesday, Wednesday and Thursday
Schedule C	Monday, Tuesday, Thursday and Friday
Schedule D	Friday, Saturday, Sunday, and Monday
Schedule E	Sunday, Monday, Wednesday, and Thursday
Schedule F	Tuesday, Thursday, Friday, and Saturday
Schedule G	Saturday, Sunday, Monday, and Wednesday
Schedule H	Tuesday, Wednesday, Thursday, and Friday
Schedule I	Tuesday, Thursday, Saturday and Sunday

WASTE COLLECTION SECTION - The work week shall consist of four (4) ten (10) hour days on Monday, Tuesday, Thursday and Friday on a task assignment basis.

COMMERCIAL WASTE COLLECTION SECTION - The work week shall consist of five (5) eight (8) hour work days, or four (4) ten hour work days, on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday on a task assignment basis.

**ARTICLE 36 OVERTIME COMPENSATION**

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

The rate of time and one-half of the normal rate of pay shall be paid for all work authorized to be performed in excess of the normal work day. All work authorized to be performed in excess of the normal work week shall be paid at the rate of time and one-half of the normal rate of pay provided that overtime hours worked shall not be included in determining the normal work week.

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

An employee who works at least two (2) hours beyond the normal work day shall be allowed one-half (1/2) hour rest break with pay. An employee who works at least three (3) hours before normal starting time shall be allowed one-half (1/2) hour rest break with pay provided he/she completes the normal shift. This one-half (1/2) hour rest break shall be scheduled and taken at the direction of the County. Such one-half (1/2) hour rest break shall be considered as time worked.

An employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime.

Overtime worked shall be reflected on the pay stub. The County shall upon request provide the Union with list of overtime distribution among the employees.

Giving consideration to organizational subdivisions of each department, assignments and shifts, the County shall distribute overtime work among employees as equally as practicable.

This Article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day of per week.

Job basis employees shall not be eligible for overtime compensation.

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

### **ARTICLE 37 TASK ASSIGNMENT**

1. Employees assigned to the Garbage Collection Division shall be held responsible for completion of a daily task assignment which shall consist of satisfactory completion of the assigned scheduled route. In accordance with the provisions of the October 11, 1991 memorandum of understanding between the parties, the assigned scheduled route shall include a separate collection of yard waste. Upon satisfactory completion of the assigned route and return to their designated job site, employees shall be considered to have completed their work day and may be excused by an appropriate supervisor. However, employees who have satisfactorily completed their routes may be assigned as required by the department to assist on other routes in order to maintain essential service to the community. In the event it becomes necessary to make this additional assignment, all hours worked on this assignment shall be at the overtime rate. Volunteers, if available, may be selected by the department for this overtime assignment.
2. The normal work day shall be from 7:00 a.m. to 5:30 p.m. It is understood that where circumstances exist beyond the control of the employees, such as, but not limited to, mechanical breakdown or shortages of personnel on crews, and the normal route is not completed by 5:30 p.m., the crew may be required to complete the route and all hours worked after 5:30 p.m. shall be considered overtime. This provision shall apply only to employees on task assignment in the Garbage Collection Division.
3. In accordance with the Department of Solid Waste Management procedures, employees assigned to the Garbage Collection Division may appeal the size of the assigned route. The decision of the department shall be final and binding.
4. During the term of this Agreement, the Union may request to convene special Labor Management Committee meetings with the department and the Director of Labor Relations and Compensation Division or his/her designee to discuss the subject of task assignment.

### **ARTICLE 38 CALL BACK**

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

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

### **ARTICLE 39 SAFETY INCENTIVE/BONUS PLAN**

The plan shall provide for cash bonuses to be paid quarterly (every three (3) months) to qualifying employees. Eligibility to receive a bonus shall be based on the following:

1. At the end of each quarter, the overall bargaining unit Accident Frequency Rate<sup>1</sup> for that quarter will be calculated.

2. If the Accident Frequency Rate (A.F.R.) for the quarter is 5% but less than 15% below the same quarter of the previous five (5) years, every qualifying employee in the unit shall receive a fifty ~~forty~~ dollar (\$4 50.00) bonus.
3. If the A.F.R., for the quarter is 15% or more below the same quarter for the previous five (5) years, every qualifying employee in the unit shall receive a ~~fifty~~ sixty dollar (\$5 60.00) bonus.
4. Provided the bargaining unit as a whole meets or exceeds the criteria in 2 or 3 above, to qualify individually for the bonus the:
  - a. Employees shall not have more than two (2) days of unanticipated absence from work (leave without pay, unauthorized absence, and other absences not approved by the Department), during the quarter;
  - b. Employees, if required by the department to drive a County vehicle, shall have had no preventable traffic accidents during the quarter (determination of preventability to be made by County Safety Office);
  - c. Employees have been full-time bargaining unit employees during the entire quarter and a County employee at the time of the bonus payment.
5. The parties agree that all provisions of this Article including the determination of accident preventability, A.F.R. calculations and the award of bonuses and all other decisions made by the County in relation to the administration of this plan shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement nor to any other method of appeal or review. This article may be discussed at the Labor-management Committee meetings.
6. The County shall have the option of extending or abolishing this bonus plan at the end of each year.

Accident Frequency Rate (A.F.R.) shall be calculated by the County Safety Office according to department payroll records and accident reports according to the formula:

$$^1\text{A.F.R.} = \frac{\text{Disabling injuries} \times 200,000}{\text{Employee hours of exposure (Including Overtime)}}$$

#### **ARTICLE 40 EMERGENCY WORK**

Employees will be expected to work necessary overtime when an emergency is declared by the County Mayor or designee. "Emergency" in this instance is, for example, a hurricane or other act of God, a civil defense emergency, or a major health crisis in the community. Such work for the purpose of cleaning up after the emergency shall be compensated at the overtime rate for all hours worked in excess of the normal work day, in accordance with Article 36 Overtime Compensation.

#### **ARTICLE 41 WAGES**

~~During the 2017-2018 Fiscal Year, bargaining unit employees shall not receive a Cost of Living Adjustment.~~

~~During the 2018-2019 Fiscal Year, effective the first pay period in October 2018, bargaining unit employees shall receive a Cost of Living Adjustment of one percent (1%).~~

~~During the 2019-2020 Fiscal Year, effective the first pay period in April 2020, or if ratification is subsequent to April 2020 the first pay period following ratification, bargaining unit employees shall receive a Cost of Living Adjustment of one percent (1%).~~

During the 2020-21 Fiscal Year, bargaining unit employees shall not receive a Cost of Living Adjustment. Upon ratification, bargaining unit employees will be paid a one-time bonus of two percent (2%) of their base wages. This 2% bonus shall be calculated using the employee's base wage before such base wage has been adjusted by the (Fiscal Year 2021-22) 3% Cost of Living Adjustment provided by this Article.

Effective the first pay period in October 2021, (Fiscal Year 2021-22), bargaining unit employees shall receive a Cost of Living Adjustment of three percent (3%).

Effective the first pay period in October 2022, (Fiscal Year 2022-23), or if ratification is subsequent to October 2022, the first pay period following ratification, bargaining unit employees shall receive a Cost of Living Adjustment of three percent (3%). The Cost of Living Adjustment for Fiscal Year 2022-23 shall not be applied retroactively.

**ARTICLE 42 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 twelve (12) months (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.

**ARTICLE 43 UNIFORMS**

The County shall issue, on a return - reissue basis only, four (4) uniforms to all permanent status employees working a four (4) day work week and five (5) uniforms for permanent employees working a five (5) day work week.

Such employees shall be required to maintain and wear such uniforms. Refusal or failure of an employee to wear their uniform shall be grounds for disciplinary action.

All bargaining unit employees who are provided uniforms by the department will be eligible to receive an annual \$~~3~~ 400.00 uniform maintenance allowance payable in January of each year.

Employees terminating their employment shall be required to return such uniforms prior to receiving their final paychecks or the department shall deduct the cost of such uniforms from the employee's final pay check.

**ARTICLE 44 LONGEVITY BONUS**

Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

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

<u>Years of Completed Full-Time Continuous County Service</u>	<u>Percentage Payment of Base Salary</u>
15	1.5%
16	1.6%
17	1.7%

18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%
31	3.1%
32	3.2%
33	3.3%
34	3.4%
35 or more	3.5%

**ARTICLE 45 MILEAGE PAYMENT**

When it is necessary for an employee to use his/her private vehicle to enable him/her to perform assigned duties on County business, he/she shall be reimbursed in accordance with Administrative Order No. 6-3, to include tolls and parking.

**ARTICLE 46 BACK PAY**

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

The County shall be entitled, upon notification to the employee, to recover, or offset against future payments, in a timely manner without interest, all funds determined by the County to have previously been paid in error or for workers' compensation payments for which an offset or recoupment is required by law. The County shall have the right to effect such recovery or offset of funds within two (2) pay periods of discovery of such error, or, at the sole discretion of the County through a stipulated biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment or the workers' compensation payment for which recovery is sought, or at the minimum rate of fifty (\$50) dollars per pay period, whichever is greater.

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

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

**ARTICLE 47 NIGHT SHIFT PAY DIFFERENTIAL**

Employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 6:00 P.M. and 6:00 A.M. shall be entitled to receive two (2) pay step differential for the entire work day. Employees assigned to daytime shifts, who work into the time period stated above, will



be paid in accordance with Article 36, but not the night shift premium rate. A work shift which is equally divided before and after 6:00 P.M. will be compensated by a one (1) pay step increase in the normal pay rate.

#### **ARTICLE 48 TIME IN GRADE PROVISION**

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

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

An additional Longevity Step (L3) will be established.

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

Employees shall receive pay step increments for continuous service in the same classification based upon eligibility set forth in the County Pay Plan and Administrative Orders. Eligibility calculations for service in grade requirements are described below:

1. Advancement by one-half pay step (pay supplement) may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at the maximum rate of the salary range. Such advancement will be one-half pay step beyond the normal maximum rate.
2. Advancement to Longevity Step 1 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at the maximum rate of the salary range provided the majority of the employee's performance evaluations are satisfactory or better during this period. Such advancement will be one (1) pay step beyond the normal maximum rate.
3. Advancement by one-half pay step may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at Longevity Step 1 of the salary range. Such advancement will be one-half pay step beyond Longevity Step 1.
4. Advancement to Longevity Step 2 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at Longevity Pay Step 1 of the salary range provided the majority of the employee's performance evaluations are satisfactory or better during this period. Such advance will be one (1) pay step beyond Longevity Step 1.
5. Advancement by one-half pay step may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at Longevity Step 2 of the salary range. Such advancement will be one-half pay step beyond Longevity Step 2.
6. Advancement to Longevity Step 3 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at Longevity Pay Step 2 of the salary range. Such advancement will be one (1) pay step beyond Longevity Step 2.
7. Longevity increases shall be administered in accordance with the merit concept. These increases shall be granted, deferred, or denied on the basis of the individual achieving annual "satisfactory" or better performance evaluation ratings in a majority of the evaluations conducted during the required length of service period and during the final year.

## **ARTICLE 49 SAFE DRIVING AWARDS**

An employee who drives or operates mobile equipment fifty (50%) percent of the time in performance of their duties and possesses a valid drivers' license, shall receive awards for safe driving, including a pin, annually, with the number of safe driving years thereon. After the fifth year, he will receive an award of twenty five (\$5 25.00) dollars for each consecutive year of safe driving completed. Should a driver have a preventable accident, he starts over the first day after the accident. The department will make a reasonable effort to pay the award to qualified employees within 90 calendar days from the receipt of all required driver evaluation information.

## **ARTICLE 50 GROUP HEALTH INSURANCE**

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

- a. is a current or former employee enrolled in a MDC group health insurance program and;
- b. is in good standing if he/she tenders his/her periodic insurance premiums uniformly required as a condition of coverage (if applicable) and;
- c. is a member/dependent that meets the County's existing eligibility criteria.

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

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

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.

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

1. The County's Group Health Insurance will include a Point of Service/Managed Health Care Group Insurance Plan except for new hires as described in Section 3. Employees shall be required to pay the premiums listed in Addendum 2 for the cost of single coverage of this plan.
2. The County will include a Select Advantage HMO Network/Managed Health Care Group Insurance Plan Option and the First Choice Advantage HMO Health Care Group Insurance Plan Option.
3. Effective January 1, 2020 and thereafter, the County will only offer the First Choice Advantage and Select Advantage Medical Plans to employees hired on or after January 1, 2020, and their dependents under the County's Group Health Program. Those who reside outside of Miami-Dade County will only be offered the Select Advantage HMO Plan. All other Medical Plan options will no longer be made available to new

hires and their dependents. The "Away From Home" program will still be made available to dependents enrolled in the Select Advantage HMO plan, subject to the existing terms and conditions.

4. The County will provide a \$5.00 biweekly Flex Dollar contribution to employees enrolled in the First Choice HMO, Select Advantage HMO or Advantage HMO Medical Plans.
5. The County will provide an annual \$1,000.00 Flex Dollars contribution paid in biweekly increments to employees eligible for group health insurance.
6. All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay the premiums listed in Addendum 2 for the cost of single coverage of this plan.
7. Group Health Insurance premium rates for the plan year 2020 are listed in Addendum 2 of this Agreement.
8. The copays for provider services and prescriptions in the County's Group Health Insurance Plan for plan year 2020 are listed in Addendum 2 of this Agreement.
9. The Mayor of Miami-Dade County will maintain a Health Care Cost Containment Workgroup Meeting, which will include representatives from Labor Relations.
10. The Union and the County hereby direct the Employer Designees to implement the cost containment measures set forth in Addendum 1 - Group Health Cost Containment Initiatives. A mini Open Enrollment for Medical Plans only will be held, as soon as administratively feasible for employees to re-evaluate and participate in the plan options for plan year 2020 in light of initiatives being implemented as per Addendum Group Health Cost Containment Initiatives.

With the exception of legislatively mandated changes to health benefits, the County ~~and the Union~~ may ~~mutually agree to~~ reopen this Agreement to negotiate ~~only the cost containment measures~~ for the redesign of the County's health plan for the plan year(s) 2024 4 as provided in Article 68. Union participation shall be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.

## **ARTICLE 51 TRAINING AND TRAINING PROGRAMS**

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

Non-job basis employees required by their department to attend classes or training programs, within the geographical limits of Dade County, in order to retain their present jobs or positions, shall receive the applicable rate of pay for all hours exceeding their regularly scheduled work week. However, at their sole discretion the department shall have the option to change, modify, or adjust employee's work schedules to allow for training to comprise the normal work week or work day in place of the regularly assigned shift and in this case overtime provisions shall not apply. The President or Vice President may attend any departmental or County training that is offered at no cost to the County to employees covered by this bargaining Agreement.

When the departments conduct a training program for the purpose of providing promotional opportunities for employees in this Bargaining Unit, such training shall be conducted on the following basis:

1. The Union and all eligible employees in this Unit shall be notified at least two (2) weeks in advance of the initiation of any training program;

2. Employees selected for training shall have first volunteered. Employees with permanent status in the appropriate lower classification shall be given first consideration for such training;
3. Candidates selected shall receive a one (1) pay step increase from their present rate for the periods of training. In the event an employee fails to accept a promotional opportunity offer after successfully completing a training program, the department, at its discretion, may deduct the candidate's one (1) pay step increase from his/her present rate of pay as an overpayment for the training periods. The overpayment will be repaid over the same time period it was paid in accordance with Article 47.
4. Employees in training programs may at their request be evaluated in writing with a copy of said report being provided to the trainee;
5. Employees successfully completing a training program who have met all requirements and examination qualifications of the promotional classification shall have their names placed on the appropriate eligible list.

## **ARTICLE 52 SAFETY AND HEALTH**

1. It is the responsibility of the County to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Union President may designate three (3) members to the existing Department Safety Committee; however, such designated members shall be from three (3) distinct work locations from within the department.
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 Risk Management Division; (3) file a grievance if no corrective action is taken during that day's work.
4. Employees who work at jobs or in areas deemed by the department or Risk Management Division to be dangerous shall be required to wear safety devices and/or equipment designated by Risk Management or the department as necessary for their protection. Such devices and equipment will be provided by the County. When such equipment has been prescribed by the department or Risk Management Division, it shall be furnished by the County at no cost to the employee. Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.

## **ARTICLE 53 BLOOD BANK & 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 54 ON THE JOB INJURY REPORTS**

An employee shall receive a copy of the "on the job injury" report after it has been read to him/her and he has signed a copy. The supervisor shall not refuse to report an injury or attempt to dissuade an employee from reporting an injury, whether or not such report is timely or untimely.

**ARTICLE 55 BULLETIN BOARDS**

The County will furnish the Union with sufficient bulletin board space for up to four (4) union notices, size 8½" x 14," at each of the agreed locations. The Union shall submit items, other than meeting and election notices, to the Director of Labor Relations and Compensation Division prior to posting. Authorization to post notices will not be unreasonable withheld or delayed.

It is intended for purpose of interpretation, that the bulletin boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public.

It is agreed that the Union President, or their designee, shall have a key for each locked bulletin board.

**ARTICLE 56 SERVICES TO THE UNION**

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

- a. Names, addresses, and classification titles. .
- b. List of employees by occupation.
- c. Once every six (6) months a list of new bargaining unit employees hired during the previous six (6) months.

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

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

4. The County agrees to provide the Union with the web page link to the following documents and publications. If unavailable on the website, the County will provide the documents:

- Board of County Commission Agendas
- Examination Announcements
- Training and Benefit Bulletins
- Classifications Specifications (3)
- Employee Newsletter
- Administrative Orders and Personnel Policy
- Procedures
- Proposed Budget
- Final Budget
- Table of Organization
- Pay Plan (5)
- Bargaining Unit Job Descriptions
- List of Employees by Seniority (on a yearly basis and including date of hire in the County service as well as date of hire or status date in the classification)

5. Special conferences for important matters will be arranged between the Union President and the Director of Labor Relations and Compensation Division, or their designated representatives upon request of either party. Such meeting shall be between at least two (2) representatives of the County and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and



an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

6. The department shall notify the Union of scheduled County sponsored employee orientations and allow the Union to set up a table in an area of close proximity to the location of the orientation within the permitted building rules on the day of scheduled orientations for informational purposes only.
7. In an effort to ensure proper training for Union Stewards in the administration of the contract, the County will release up to four (4) stewards, twice a year, to attend two (2) day training sessions provided by the Union without loss of pay, in accordance with Article 29, Leave with Pay, for no more than four (4) days released. The Union shall provide 14 day notification to the Department's Human Resources Division and the Labor Relations and Compensation Division of the Human Resources Department.
8. The County agrees to furnish the Union with a copy of employees covered by the Bargaining Unit identified as dues paying members, quarterly in Excel format, at no cost to the Union.

#### **ARTICLE 57 TOXICOLOGY AND ALCOHOL TESTING**

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

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

The department(s) shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The department(s) agree that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Miami-Dade County Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by the concerned Division Director, or higher authority within the department to ensure proper compliance with the terms of this Article.

The results of such tests may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Code of Miami-Dade County, the Miami-Dade County Personnel Rules and Departmental Rules and Regulations. Employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including dismissal, in accordance with the applicable provisions of the Miami-Dade County Code, the Miami-Dade County Personnel Rules and Departmental Rules and Regulations.

Employees reasonably believed to suffer from substance and/or alcohol abuse may be referred at the department's discretion, to the Employee Assistance Program. However, voluntary participation in a substance or alcohol abuse program shall not preclude the department from taking disciplinary action against the employee for violations of the Miami-Dade County Personnel Rules or Departmental Rules and Regulations.

#### **ARTICLE 58 COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements, and Memoranda of Understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled Term of Agreement and

Reopening. The parties specifically waive the right to bargain during the term of this Agreement with respect to any subject of matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

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.

#### **ARTICLE 59 VEHICLES**

The County shall have sole right and authority to determine the assignments of vehicles and to remove the assignments at its discretion. The County Mayor shall have the sole authority to determine vehicle assignments external to normal shift assignment. Vehicle assignments are understood by the parties to be based upon operational necessity as determined solely by the County.

#### **ARTICLE 60 PREVAILING BENEFITS**

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

Nothing in this Article shall prevent the County from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

The County will provide the Union with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.

#### **ARTICLE 61 APPLICABILITY OF AGREEMENT**

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

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

#### **ARTICLE 62 SEVERABILITY CLAUSE**

Should any part of this agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, in the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 63 STRIKES AND LOCKOUTS**

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

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

It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law.

Provided, however, in any action brought by the County, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support such action. In the event of a strike, work stoppage or interference with the operation and accomplishments of the mission of the County, the Union shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

## **ARTICLE 64 TIME LIMITS**

For purposes of interpretation, all time limits contained in this Agreement shall be considered met so long as the postmarked date on a certified letter facsimile confirmation sheet or email sent/read confirmation printout, to the County's designee, is in compliance with the specified time limit, when the postal service is utilized.

## **ARTICLE 65 DISABILITY LEAVE**

Eligible bargaining unit employees shall be entitled to short-term disability leave benefits in accordance with coverage provided by the Miami-Dade County Code except that payment for disability leave for all employees hired after May 1, 1979, shall be 80% of employee's salary less all Workmen's Compensation weekly indemnity payments.

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

## **ARTICLE 66 GENDER REFERENCE**

All pronouns used in this Agreement shall be deemed to apply to both sexes, regardless of the particular gender of the pronoun actually used.

## **ARTICLE 67 SPECIAL WAGE PROVISIONS**

1. Full-time bargaining unit employees will be eligible to receive a \$70.00 biweekly pay supplement.
2. Trash Truck Driver 1 who are regularly assigned to operate roll-off vehicles shall receive the equivalent of one (1) pay step.
3. Full-time employees who work in Waste Operations/Environments, in operational classifications, shall receive a ~~four~~ five percent (4 5%) Waste Collection Disposal pay supplement.

Operational classifications:

- Waste Collector
- Trash Truck Driver 1
- Trash Truck Driver 2
- Trash Crane Operator
- Waste Truck Driver
- Waste Attendant 1
- Waste Equipment Operator

4. Full-time employees in the classification of Waste Attendant 1 assigned to Landfill shall receive a \$100.00 biweekly pay supplement.

Full-time employees in the classification of Waste Equipment Operator and Trash Truck Driver 1 assigned to Landfill shall receive a \$200.00 biweekly pay supplement.

Employees receiving this pay supplement shall not be eligible to receive the Waste Collection Disposal pay supplement.

5. Upon ratification, bargaining unit employees in the classifications of Waste Collector, Trash Truck Driver 1, Waste Truck Driver, Trash Crane Operator, Waste Equipment Operator, Trash Truck Driver 2, Waste Attendant 1 and Waste Attendant 2, will be paid a one-time bonus of \$250.

**ARTICLE 68 TERM OF AGREEMENT AND REOPENING**

The collective bargaining agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L. - C.I.O., Local 3292, Solid Waste Employees, shall be effective upon ratification by the Union and approval by the Board of County Commissioners of Miami-Dade County, Florida, which shall be the effective date for all provisions in this Agreement, unless otherwise provided in any specific Article, and continue to Once the Agreement is effective, it shall remain in force through September 30, 2020 23. The economic benefits of this Agreement shall be applicable only to bargaining unit and/or County employees employed on or after the date of ratification, by the Board of County Commissioners of Miami-Dade County, Florida, notwithstanding the effective date set forth in any particular article.

Either party shall have the right during the term of this Agreement to reopen this Agreement only with respect to classification consolidation studies, the County Pay Plan redesign, or the Enterprise Resource Planning (ERP) System.

The County shall have the right and the Union may mutually agree to reopen Article 50 (Group Health Insurance) of this Agreement to negotiate only cost containment measures for the health care redesign of the County's health plan for the plan year 2024 The County may invoke this reopener clause by written notice to the Union no sooner than April 1, 2020-January 1, 2022.

In the event that during the term of this Agreement (October 1, 2017 20 to September 30, 2020 23) another Miami-Dade County certified collective bargaining unit, directly under the purview of the County Mayor, successfully negotiates an across the board Cost of Living Adjustment increase which is effective during the term of this Agreement and is greater than the Cost of Living Adjustment increase provided for under Article 41 Wages, the Union shall automatically receive the across the board increase as the other Union.

Either party may require by written notice to the other between April 1, 2020 23, and not later than April 30, 2020 23, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective

October 1, 202023. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2020 23 through September 30, 202326.

## **ARTICLE 69 COMMUNITY MENTORING INITIATIVE**

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

- Community volunteer activities such as mentoring, tutoring, guest speaking or providing any related services at the direction of the program or volunteer coordinator;
- Community service programs that meet child, elder or other human needs, including but not limited to, Guardian Ad Litem, Big Brother/Big Sister, Senior Corps and Adult Literacy.



## Addendum 1

### Group Health Cost Containment Initiatives

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

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

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

Effective January 1, 2020, or if after January 2020, upon ratification of the 2017-20 collective bargaining agreement the Miami-Dade County Group Health Plan shall be amended as follows.

Participation and acceptance of the 2020 cost containment plan redesign initiatives that are expected to reduce the plans expenditures will allow premiums to remain flat for the duration of this Collective Bargaining Agreement ("CBA") 2017-2020. The contributions for insurance premiums are listed in Addendum 2.

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

#### **1. Pharmacy**

- i. **Generic first across all plans:** The member/dependent(s) will be required to use generic medication first. The member/dependent(s) will be offered to use brand-name drugs only after first trying similar generic medications and the generic medication has not been effective in treating member's/dependent(s) condition. If brand-name medication is required, the member/dependent(s) will be responsible for the difference in cost of the generic medication versus the brand medication.
- ii. **Mail-Order/90-Day Limited Network Retail Pharmacy Solution for maintenance/preventive drugs:** The member/dependent(s) will be required to use mail order or pick up prescriptions at an in-network retail pharmacy for all maintenance/preventive drugs needed for a long-term health condition. First time prescription will only be filled at retail pharmacy three (3) times and subsequent refills would be filled using mail order pharmacy or an in-network 90 day retail pharmacy. The member/dependent(s) will pay only two (2) copays for a 90 day refill of mail order or a limited network 90-day retail pharmacy for prescriptions.

- iii. **AvMed Standard Formulary:** The current formularies in both HMO and POS plans will be removed and all member's/dependent'(s) plans will use AvMed's Standard Formulary. The member/dependent(s) whose medication is not on the AvMed Standard Formulary, with physician's recommendation, will be transitioned to a similar medication that is on the AvMed Standard Formulary. For those members/dependents whose medication does not have a similar medication available, will be allowed to continue with current medication, "grandfathered," until such time the course of treatment is completed and/or no longer needed.

**2. Medical**

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

**3. New Hires**

**Enrollment in First Choice Advantage HMO/Select Advantage HMO:** The First Choice Advantage HMO and the Select Advantage HMO Medical Plans will be the only group health plan choices available for benefit eligible newly hired employees and their dependents hired after ratification for plan year effective January 1, 2020 and thereafter. This will not affect existing employees and their dependents currently enrolled in a County group health insurance program.

**4. Freestanding Imaging**

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

**5. Utilization Driven Co-pays**

**Change co-pays:** The utilization driven changes to co-pays are indicated in Addendum 2 and will become effective January 1, 2020 and thereafter.

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

The County and the Union agree that Article 50 (Group Health/Life Insurance) of the collective bargaining agreement between them shall be modified as set forth in the attachment hereto.

**Addendum 2**

**Medical Plan Premiums**

MEDICAL PLANS	EE ONLY	EE and CHILD(DREN)	EE and SPOUSE	FAMILY
FIRST CHOICE ADVANTAGE HMO	\$0.00	\$112.02	\$134.71	\$197.84
SELECT ADVANTAGE HMO	\$0.00	\$141.00	\$166.00	\$236.00
HMO ADVANTAGE	\$75.00	\$180.17	\$208.35	\$287.77
POS ADVANTAGE	\$100.00	\$285.86	\$344.54	\$595.59

**Medical Plan Copays**

PLANS	FIRST CHOICE ADVANTAGE HMO		SELECT ADVANTAGE HMO		HIGH ADVANTAGE HMO		POS ADVANTAGE	
	CURRENT	PROPOSED	CURRENT	PROPOSED	CURRENT	PROPOSED	CURRENT	PROPOSED
PCP Office Visits	\$15	\$10	\$15	\$15	\$15	\$15	\$15	\$15
Specialist Office Visits	\$30	\$30	\$30	\$30	\$30	\$40	\$30	\$40
MD Live - Virtual Visit (phone or internet)	\$15	\$10	\$15	\$10	\$15	\$10	\$15	\$10
Preventive Care (Annual Visit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Peditrician Office Visits	\$15	\$10	\$15	\$15	\$15	\$15	\$15	\$15
Maternity: (1st visit only, no charge for subsequent visits)	\$30	\$30	\$30	\$30	\$30	\$50	\$30	\$50
Inpatient Facility	\$0	\$100	\$0	\$100	\$200	\$200	\$200	\$200
Outpatient Facility	\$0	\$50	\$0	\$50	\$100	\$100	\$100	\$100
Emergency Room (waived if admitted)	\$50	\$100	\$50	\$100	\$100	\$150	\$100	\$200
Urgent Care at Jackson UC Centers	\$25	\$15	\$25	\$15	\$25	\$15	\$50	\$25
Urgent Care (all others)	\$25	\$25	\$25	\$25	\$25	\$25	\$50	\$50
Rehabilitation Services	\$30	\$20	\$30	\$25	\$30	\$30	\$30	\$30
* Prescription Drugs (Retail, 30 Supply)								
Generic	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15
Preferred	\$25	\$25	\$25	\$25	\$40	\$40	\$40	\$40
Non-Preferred	\$35	\$35	\$35	\$35	\$55	\$55	\$55	\$55
Speciality RX	\$15/\$25/\$35	\$50	\$15/\$25/\$35	\$50	\$100	\$150	\$100	\$200
Mail Order Pharmacy - Maintenance 90 Day Supply								
Generic	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Preferred	\$50	\$50	\$50	\$50	\$80	\$80	\$80	\$80
Non-Preferred	\$70	\$70	\$70	\$70	\$110	\$110	\$110	\$110

\*Assumes "Standard Formulary" AND "Generics First" implementation

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY,  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
A.F.L. – C.I.O.  
SOLID WASTE EMPLOYEES, LOCAL 3292  
OCTOBER 1, 2017 ~~20~~ – SEPTEMBER 30, 2020 ~~23~~

This Agreement signed this \_\_\_ day of \_\_\_\_\_ 2020 ~~21~~.

American Federation of State, County  
and Municipal Employees,  
Solid Waste Employees, Local 3292

Miami-Dade County

\_\_\_\_\_  
Joel Perez  
President

\_\_\_\_\_  
Daniella Levine Cava  
Mayor

\_\_\_\_\_  
Stefanie Brown  
Vice-President

\_\_\_\_\_  
Jimmy Morales, Chief Operations Officer

\_\_\_\_\_  
David Diaz  
Secretary/Treasurer

\_\_\_\_\_  
Arleene Cuellar, Director  
Human Resources Department

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tyrone W. Williams, HR Division Director  
Human Resources Department

\_\_\_\_\_  
Michael Edwards, Labor Relations Manager  
Human Resources Department

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kristin Anderson, Labor Relations Specialist  
Human Resources Department

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** December 1, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required



Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(2)  
12-1-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND RATIFYING THE 2020-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, A.F.L. – C.I.O., SOLID WASTE MANAGEMENT EMPLOYEES LOCAL 3292; WAIVING REQUIREMENTS OF RESOLUTION NO. R-130-06

**WHEREAS**, the Mayor and the American Federation of State, County and Municipal Employees (AFSCME), A.F.L. – C.I.O., Local 3292, representing the employees working in the County’s Department of Solid Waste Management, have concluded collective bargaining resulting in the 2020-2023 collective bargaining agreement attached to the accompanying Mayor’s memorandum which is incorporated herein by reference; and

**WHEREAS**, under Florida law, a collective bargaining agreement is not binding on the public employer until such agreement is ratified by the public employees and the legislative body of the public employer; and

**WHEREAS**, the 2020-2023 collective bargaining agreement attached to the Mayor’s memorandum was ratified by the AFSCME Local 3292 bargaining unit on November 4, 2021; and

**WHEREAS**, the Mayor recommends approval and ratification of the 2020-2023 collective bargaining agreement for the reasons set forth in the accompanying memorandum; and

**WHEREAS**, because ratification by this Board and the AFSCME Local 3292 bargaining unit is required before the 2020-2023 collective bargaining agreement is binding under state law, the Mayor recommends that the Board waive the requirements of Resolution No. R-130-06 to allow the agreement to be executed by the Union after it has been ratified by this Board; and

**WHEREAS**, this Board desires to ratify the Agreement, accomplish the purposes outlined in the Mayor’s memorandum and waive the requirements of Resolution No. R-130-06,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Approves and ratifies the collective bargaining agreement by and between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L. – C.I.O., Solid Waste Employees, Local 3292, for the period of October 1, 2020 through September 30, 2023, which is attached to the accompanying Mayor’s memorandum and incorporated by reference herein.

**Section 2.** Delegates the authority to the Mayor to execute, implement and administer the Agreement and waives the requirements of Resolution No. R-130-06 to allow the Agreement to be fully executed after the Board’s action.

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

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of December, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Eric A. Rodriguez

