

Memorandum



Date: January 22, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name.

Agenda Item No. 14(A)(4)

Resolution No. R-74-20

Subject: Approval of 2017- 2020 Collective Bargaining Agreement Between Miami-Dade County and the American Federation of State County and Municipal Employees, A.F.L.-C.I.O., Miami-Dade County Aviation Department Employees Local 1542

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and ratify the attached 2017-2020 Collective Bargaining Agreement (Agreement) between Miami-Dade County (County) and the American Federation of State County and Municipal Employees, A.F.L.-C.I.O., Miami-Dade County Aviation Department Employees Local 1542 (Union).

The attached contract was ratified by the bargaining unit on December 23, 2019. The attached contract is submitted for your approval and ratification.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The fiscal impact associated with the various provisions included in this agreement is estimated at \$6.485 million. Funding for these concessions is included in the FY 2019-20 Adopted Budget in the reserves of the proprietary fund.

Track Record/Monitor

Tyrone W. Williams, Director of Labor Relations and Compensation 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, 2017 through September 30, 2020.

Article 3: Management Rights and Scope of This Agreement

Written notification to the Union for contracting out for services increased from 90 to 120 days.

Article 16: Hours of Work

Work schedules changed due to efficiency determined by a Department Division Director or above, with concurrence of the Aviation Human Resources Division, shall not be considered as changing work schedules to avoid the payment of overtime.

For training purposes, the Department may alter an employee's work schedule. The employee will be given fourteen (14) days notification in writing by the Department Representative.

Prior to employees being moved, Aviation Human Resources Division will be provided documentation to review the justification of the move for final approval.

Article 17: Overtime Compensation

Modifies overtime calculation to daily overtime for work in excess of the regular daily shift of eight (8) or ten (10) hours per day or 40 hours of straight time work per week.

Article 19: Tool Allowance

Upon ratification of this agreement, the allowance will increase from \$500.00 to \$860.86 per year NET and paid in biweekly installments.

Article 20: Holidays

Two (2) additional Floating Holidays will be granted.

Article 24: Night Shift Pay Differential

Night shift pay differentials increased from one (1) pay step to two (2) pay steps from 6:00 p.m. to 6:00 a.m., and from eighty cents (\$.80) per hour to one (1) pay step for equally divided shifts.

Article 25: Special Wage Provisions

Adds a Longevity Step 3 (L3).

Adds a pay supplement for the value of ½ step for employees whose pay anniversary date is greater than two years and who are at the maximum of the range on Longevity Step 1 (L1), or Longevity Step 2 (L2). Once the employee progresses to L1, L2, or L3, the ½ step supplement is removed.

Uniform cleaning allowance will increase from \$14.00 to \$17.50.

Progression from the entrance level pay of step 1 to step 2 shall be one (1) year (26 pay periods) based upon satisfactory or above job performance.

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

Upon ratification of this Agreement, the biweekly premium pay supplement will increase from \$50.00 to \$70.00.

Full-time Miami-Dade Aviation Department employees who obtain a Service Excellence Certification will receive one (1) step pay increase.

Personnel that are currently receiving the Aircraft Operating Area Proficiency Allowance pay shall not be eligible to receive the Service Excellence supplement.

Personnel that receive the Trades Proficiency Allowance shall not be eligible to receive the Service Excellence supplement.

Effective upon ratification of the Agreement, employees of Miami-Dade Aviation Department will only be eligible to receive a maximum adjustment of no more than a three (3) pay step increase.

Article 29: Wages

There is no COLA during the first year of the contract, from October 1, 2017, through September 30, 2018. Effective and retroactive to the first pay period in October 2018, bargaining unit employees shall

receive a COLA of one percent (1%). 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 COLA of one percent (1%).

Article 30: Aircraft Operating Area Proficiency Allowance

Various assignment pay supplement modifications were granted to specific employees based on their job responsibilities.

Article 32: Group Health Insurance

Healthcare Cost Savings Initiatives:

- #1: Pharmacy
- #2: Medical
- #3: New Hire Plan Options
- #4: Freestanding Imaging
- #5: Utilization Driven Copays

The County and the Union may mutually agree to re-open this Agreement to negotiate only cost containment measures for the redesign of the County's health plan for the plan year 2021 as provided in Article 63.

A mini Open Enrollment for Medical plans only will be held, as soon as administratively feasible for employees to re-evaluate and participate in plan options for plan year 2020.

The Jackson First Choice 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 effective January 1, 2020 and thereafter.

Article 33: Probationary Periods within the Bargaining Unit

Includes provisions that allow probationary employees to return (Voluntary Demote) to a previous classification.

Article 37: Sick Leave

Modifies leave payout provisions to allow payment of up to 48 hours of sick leave per year for employees that meet specified conditions. Modifies the Sick leave payout provisions for employees hired after ratification of this agreement. Changes the proration of the Sick leave payout for employees who have more than 1,000 hours of Sick leave and have fewer than 30 years of service upon separation (33 years for new employees hired after ratification of this agreement).

Article 38: Annual Leave

Increases maximum annual leave accrual from 500 to 750 hours, only a statutory maximum of 500 hours shall be reported as covered wages to the Florida Retirement System (FRS) with the required contributions.

Article 40: Disciplinary Action

A Record of Counseling marked "no longer in effect" shall not be used for the purpose of progressive discipline, promotion, transfer, or as evidence in a subsequent disciplinary hearing with the exception that it may be used to demonstrate that an employee had notice of the rule that is set forth in the Record of Counseling if such a rule is the subject of a future disciplinary action.

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.

Article 63: Term of Agreement and Reopening

The Collective Bargaining Agreement shall be effective upon ratification by the Union and approval by the Board of County Commissioners unless otherwise provided in any specific Article. The economic benefits of this Agreement shall be applicable only to bargaining unit employees employed on or after the date of ratification.

Either party shall have the right to reopen the Agreement with respect to the Enterprise Resource Planning (ERP) System.

In the event that during the term of this Agreement (October 1, 2017 to September 30, 2020) another Miami-Dade County certified collective bargaining unit, directly under the purview of the County Mayor, successfully negotiates an across the board wage Cost of Living Adjustment increase which is effective during the term of this Agreement and is greater than the wage Cost of Living Adjustment increase provided for under Article 29 Wages, the Union shall automatically receive the across the board increase as the other Union.

Article 64: Special Leave

Community Mentoring Initiative: Employees will be granted one (1) hour of administrative leave per week, up to a maximum of five (5) hours per month, to volunteer for identified activities during normal scheduled work hours.

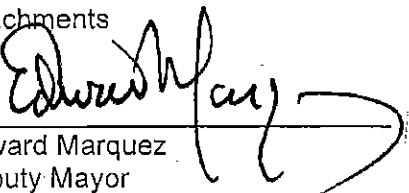
Article 65: Trades Proficiency Allowance

Employees with permanent status whose pay rates are not over maximum will receive one (1) pay step. Employees with permanent status whose pay rates are over maximum will receive \$20.00 bi-weekly.

Miami-Dade County shall continue its ongoing commitment to collaborate with our collective bargaining units to improve the working conditions for all of our employees.

The requirements of Resolution R-130-06, stipulates that any contract between the County and third parties be executed and finalized prior to their placement on a committee agenda, may be waived by the Board 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 bargaining unit members of the Union.

Attachments


Edward Marquez
Deputy Mayor

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
THE MIAMI-DADE COUNTY AVIATION DEPARTMENT,
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O.,
MIAMI-DADE COUNTY AVIATION DEPARTMENT
EMPLOYEES LOCAL 1542
OCTOBER 1, 2014¹⁷– SEPTEMBER 30, 2017²⁰**

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>
1	AGREEMENT
2	BARGAINING UNIT
3	MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT
4	NON-DISCRIMINATION
5	CHECK OFF
6	GRIEVANCE PROCEDURE
7	ARBITRATION
8	CLASSIFICATION APPEAL
9	JOB DESCRIPTION
10	PERFORMANCE EVALUATION AND APPEALS
11	LABOR MANAGEMENT CONFERENCES
12	UNION STEWARDS AND REPRESENTATIVES
13	ATTENDANCE AT MEETINGS
14	BULLETIN BOARDS
15	STRIKES AND LOCKOUTS
16	HOURS OF WORK
17	OVERTIME COMPENSATION
18	CALL-BACK
19	TOOL ALLOWANCE
20	HOLIDAYS
21	HOLIDAY LEAVE
22	PRODUCTIVITY
23	TOXICOLOGY AND ALCOHOL TESTING
24	NIGHT SHIFT PAY DIFFERENTIAL
25	SPECIAL WAGE PROVISIONS
26	BACK PAY
27	LAYOFFS
28	ACTING APPOINTMENTS
29	WAGES
30	AIRCRAFT OPERATING AREA PROFICIENCY ALLOWANCE
31	AIRPORT SECURITY AND SAFETY
32	GROUP HEALTH INSURANCE
33	PROBATIONARY PERIODS WITHIN THE BARGAINING UNIT
34	PROMOTIONS WITHIN THE BARGAINING UNIT
35	BLOOD BANK AND DONORS
36	SERVICES TO THE UNION
37	SICK LEAVE
38	ANNUAL LEAVE
39	DISABILITY LEAVE
40	DISCIPLINARY ACTION
41	PREVAILING BENEFITS
42	VEHICLES
43	APPLICABILITY OF AGREEMENT
44	SEVERABILITY CLAUSE
45	PHYSICAL EXAMINATIONS
46	VOTING
47	MILITARY LEAVE OF ABSENCE
48	TRAVEL REIMBURSEMENT

<u>ARTICLE NO.</u>	<u>TITLE</u>
49	TRAINING AND TRAINING PROGRAMS
50	REGULAR PART-TIME STATUS
51	HEALTH AND SAFETY
52	DEATH BENEFIT
53	SENIORITY
54	BEREAVEMENT AND EMERGENCY SICK LEAVE
55	SAFE DRIVING AWARD
56	LEADWORKER
57	PUBLIC OFFICERS, EMPLOYEES, AND RECORDS
58	LABOR DAY EXHIBITION
59	HURRICANE RIDERS FOR MIAMI INTERNATIONAL AIRPORT
60	COMPLETE AGREEMENT AND WAIVER OF BARGAINING
61	ON CALL
62	EMPLOYEE EVENTS AND RECOGNITION
63	TERM OF AGREEMENT AND REOPENING
64	PAID PARENTAL SPECIAL LEAVE
65	TRADES PROFICIENCY ALLOWANCE
EXHIBIT 1, 1A, 1B	CLASSIFICATIONS IN BARGAINING UNIT
Addendum 1	~~2014 PRELIMINARY TAXABLE VALUES BY TAXING AUTHORITY~~ GROUP HEALTH COST CONTAINMENT INITIATIVES
Addendum 2	~~EXAMPLES OF COST OF LIVING ADJUSTMENT ELIGIBILITY~~ CALCULATION MEDICAL PLAN PREMIUMS AND MEDICAL PLAN CO-PAYS
Addendum 3	~~PLAN YEAR 2015 PREMIUM RATES AND PROVIDER AND~~ PRESCRIPTION CO-PAYS
	SIGNATURE PAGE

ARTICLE 1 **AGREEMENT**

This Agreement is ~~effective made and entered into on the first day of October, 2014,~~ by and between Miami-Dade County, the Miami-Dade County Aviation Department (hereinafter referred to as the County and Department respectively) and the American Federation of State, County and Municipal Employees, AFL-CIO, Miami-Dade County Aviation Department Employees Local 1542 (hereinafter referred to as the Union). Said Agreement ~~is to be effective on the above date~~ provided that it has been ratified by the Union and by the Board of County Commissioners of Miami-Dade County, Florida.

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

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

ARTICLE 2 **BARGAINING UNIT**

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

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

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

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

2. Probationary, non-permanent, exempt, and regular part-time employees covered by this Agreement shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan, Administrative Orders, Implementing Orders, County Leave Manual and other regulations in effect prior to the execution of this Agreement and there shall be no change in any of the wages, benefits, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such changes are specifically stated in this Agreement with reference to such employees.
3. It is agreed that if and when new position classifications are created by action of the Board of County Commissioners and the Aviation Department such new classifications shall be in the bargaining unit covered by this Agreement if such positions are consistent with Section 1, above. If a dispute arises it will be settled in accordance with State Law.

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

1. The Union recognizes that the County and the Department possess the sole right to operate and manage the Department and direct the work force, and the rights, powers, authority and

discretion which the County and Department deem necessary to carry out their responsibilities and missions shall be limited only by the specific and express terms of this Agreement.

2. The County reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulations including but not limited to, Administrative Orders, Implementing Orders, County Leave Manual, Personnel Rules, Pay Plan, and Department Rules or Regulations, not in conflict with the express written provisions of this Agreement. This right and authority shall include but is not limited to the County's right to revise promotional criteria and determine the duration of promotional eligibility lists.
3. These rights and powers include, but are not limited to the authority to:
 - a. Determine the missions and objectives of the Department;
 - b. Determine the methods, means, and number of personnel needed to carry out Department responsibilities and the continued right to contract out for goods and service provided that the County give the Union at least ~~ninety (90)~~ one hundred and twenty (120) days written notice in contracting out for services currently being performed solely by bargaining unit employees. The County will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed solely by bargaining unit employees. The County agrees that, when a Department submits a written recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation shall be sent forthwith to the Union. This clause shall not be construed as a waiver of any other right either party may have under this Agreement or applicable law.
 - c. Take such actions as may be necessary to carry out services during emergencies declared by the Aviation Department or the County Mayor. Employees are required to make contact with their superiors in accordance with departmental rules when an emergency is declared. Employees must make every effort to come to work when required by the Aviation Department or the County Mayor.
 - d. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons in accordance with procedures contained in County Rules and Regulations.
 - e. Discipline or discharge employees for just cause in accordance with applicable sections of the Code of Miami-Dade County, Florida and/or Personnel Rules;
 - f. The right to make reasonable rules and regulations for the purpose of efficiency, airport security, safe practices and discipline. The County will inform the Union of any changes in the existing rules and regulations and the establishment of new rules and regulations before such changes are made effective.
 - g. Schedule operations and shifts;
 - h. Introduce new or improved methods, operations and facilities;
 - i. Hire, promote, transfer and assign employees;
 - j. Schedule overtime work as required.

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

ARTICLE 4 **NONDISCRIMINATION**

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

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

ARTICLE 5 **CHECK OFF**

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues of such employee from his bi-weekly pay and remit such deduction to the Union within 10 days of the date of deduction. The Union will notify the County, in writing, at least 30 days prior to any change in the amount of the regular dues deduction. The County, with at least 90 days prior written notice, will provide a separate payroll deduction for the Union's political action committee P.E.O.P.L.E and will reflect such deduction on the employee's pay stub. An employee may, upon 30 days written notice to the County and the Union, revoke his dues deduction authorization, and the County thereupon shall cease to make such deduction. Should Chapter 447.303 Florida Statutes be amended, the amendment will supersede the applicable sections of this Article.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken by the County under the provisions of this article.

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

ARTICLE 6 **GRIEVANCE PROCEDURE**

1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that the following shall be the sole procedure for the resolution of grievances arising between the parties.
2. A "Grievance" shall be defined as any dispute that an employee or the Union may have arising out of the interpretation or application of the terms of this Agreement. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances must name all employees or classifications covered in a grievance. Class grievances, at the option of the Union, may be submitted at step 2 or 3 and no more than three (3) employees plus a Union staff representative may meet with the intermediate supervisor or division head. Each grievance when filed shall state with particularity the alleged violation of the contract claimed, the date upon which the violation occurred, the facts of such violation, the Article of the contract violated and the remedy sought by the Union.
3. Dismissals, demotions, reductions in pay, reprimands, formal counseling, position classifications, classification appeals, performance evaluation appeals, disability determinations, job descriptions, and similar matters, for which other appellate procedures are

provided in the Code of Miami-Dade County, Florida, and/or County Personnel Rules or other provisions of this Agreement are not subject to review as grievances.

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

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

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

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

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

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

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

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

8. This grievance procedure shall suffice as the requirement for establishment of a plan for resolving employee grievances and complaints, as required in Section 2-42 (18) of the Code of Miami-Dade County, Florida and as required by Florida Statutes 447.401.

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

ARTICLE 7

ARBITRATION

1. If the grievance has not been satisfactorily resolved within the grievance procedure, the Union may request a review by an impartial arbitrator provided such request is filed in writing with the Director of Labor Relations no later than twenty (20) calendar days after the Department's Director response is due in Step 4 of the grievance procedure.
2. Upon receipt of a timely request for arbitration, on an arbitrable matter, the Director of Labor Relations and the Union's representative will, within ten (10) calendar days, first attempt to agree on the selection of an Arbitrator. If they cannot mutually agree, then within ten (10) calendar days, the Director of Labor Relations will write to the American Arbitration Association to set in motion the scheduling of the arbitration hearing. Matters that are not subject to review as grievances are non-arbitrable and shall not be scheduled for arbitration.
3. The arbitration shall be conducted under the rules set forth in this Agreement and, where not in conflict with this Agreement, under the labor rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined and submitted in this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not covered by this Agreement, nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede any applicable laws.
4. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.
5. The County and the Union shall attempt to mutually agree in writing as to the statement of the matter to be arbitrated thirty (30) days after the request for arbitration is submitted. If in the event the parties cannot agree to the statement of issues to be submitted, then a written statement of the issues to be decided shall be presented to the arbitrator by each party and exchanged between the parties fourteen (14) days prior to the Arbitration Hearing.
6. At the request of either party there shall be a certified court reporter at the hearing. The parties shall bear equally the expenses and fees of the court reporter, the arbitrator and all other expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be made available, however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant or are directly required to assist the principal Union Representative in the conduct of the case. In class grievances, the class shall be represented by the Union President. The intent of the parties is to minimize time lost from work.
7. The award of the arbitrator shall be final and binding when made in accordance with the jurisdiction and authority of this agreement. The arbitrator shall make his award within 30 days of the close of the hearing and shall promptly furnish copies to both parties.
8. Matters excluded from the Grievance Procedure under Article 6, Section 3, and matters covered under Article 8, Classification Appeal, and Article 9, Job Descriptions, shall be excluded from Arbitration.

ARTICLE 8

CLASSIFICATION APPEAL

1. If an employee has reason to believe that he is misclassified, based upon a significant change in his/her job duties and responsibilities, he may apply for a review of his classification, in writing, to his immediate supervisor or the Department's Human Resources Division. Such reclassification request shall be limited to one (1) request during the term of this agreement.
2. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to the Labor Relations and Compensation and Benefits Division by the employee's department within thirty (30) calendar days of receipt of request. The Department shall notify the employee upon forwarding the request to the Labor Relations and Compensation and Benefits Division for review.
3. Within sixty (60) calendar days of such receipt for request of reclassification, the Labor Relations and Compensation and Benefits Division shall render a decision.
4. If the decision of the Labor Relations and Compensation and Benefits Division, is deemed a "no change", the employee may, within fourteen (14) calendar days request in writing, a hearing by the Human Resources Director. At the hearing, the employee may be accompanied by a representative of his choosing and may produce any documents and evidence to support his claim for reclassification. The Human Resources Director, will explain the basis for the decision in writing in the event the request is denied. The Human Resources Director shall hold such hearing within ninety (90) calendar days of the request. The Human Resources Director's decision shall be final and binding.

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

5. The County will notify and confer with the Union of the following classification actions that affect the bargaining unit's classifications prior to finalizing the classification action:
 - a) Reclassification of a filled position(s) to a new classification outside of the bargaining unit.
 - b) Reclassification of a bargaining unit classification to a new classification outside of the bargaining unit
6. In the event the reclassification of a position is only a title change of the affected classification, the time served in the previous position shall be credited to the new classification.

ARTICLE 9

JOB DESCRIPTION

1. Employees covered by this Agreement shall not generally be required to work out of classification when personnel are available except under emergency conditions as declared by the County Mayor or his authorized representative.
2. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. In addition, employees shall perform related work as required.
3. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the County shall discuss with the Union the proposed change in job descriptions. The Union shall receive a copy of the current job description and the proposed job description.

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

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

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

ARTICLE 10 **PERFORMANCE EVALUATION AND APPEALS**

1. The County shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness, and compliance with rules and regulations. The purposes of evaluation are to improve performance generally, to identify and recognize superior performance, to facilitate communication between supervisors and employees, and to provide timely and accurate information which may be used in making of personnel decisions related to employee performance. The parties agree that whenever feasible, performance evaluations shall be presented in a timely manner so as not to delay the award of the merit increase, if warranted.
2. A permanent status employee who has received an overall evaluation of "unsatisfactory" or "needs improvement" may appeal by 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 Director within ten (10) calendar days after receipt of the Department Director's or designee(s) decision. The department has the right to have a representative present throughout the entire appeal hearing.

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

3. The Human Resources Director will appoint a three (3) person supervisory level panel, none of whom shall be from the appealing party's department, to act as an informal fact finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The hearing shall be informal, a transcript is not to be kept and there will be no cross examination. The employee representative may ask questions of County witnesses through the panel chairperson. Questions shall also be addressed to employee witnesses by panel members through the chairperson. The purpose of the panel's review is to (1) determine compliance with evaluation procedures, and (2) recommend whether the evaluation should be upheld and the reasons for this recommendation.

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

ARTICLE 11

LABOR-MANAGEMENT CONFERENCES

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

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

Performance Based Compensation Projects

The Union agrees to work cooperatively with the County to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a collaborative effort between the County and the Union, to effect meaningful performance based productivity gains that are designed to enhance the effectiveness and efficiency of the Department. There will be a committee established to review Performance Based Compensation Projects, which shall be comprised of equal amounts of representatives from each of the parties as mutually agreed upon.

Either party shall have the right, at any time during the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects, classification consolidation studies, or the County Pay Plan Redesign. The County agrees that it cannot unilaterally implement changes which would conflict with the terms of this collective bargaining agreement.

Efficient Delivery of Quality Services

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

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

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

ARTICLE 12

UNION STEWARDS REPRESENTATIVES

1. The Union shall have the right to select employees from within the unit to act as Union Stewards. The names of the employees selected as stewards shall be certified by the Union, in writing, to the Aviation Department and the Director of Labor Relations of Miami-Dade County.
2. It is agreed that the Union may appoint twenty (20) Union Stewards within the bargaining unit as defined.

3. It is further agreed to and understood by the parties to this Agreement that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The supervisor's approval will not be unreasonably withheld.
4. It is agreed to and understood by the Union that Stewards shall process grievances in such a manner as to not disrupt normal County and Department activities, work production and services. This provision shall also be extended to Representatives of the Union who are not employees of the County, and who have been certified in writing to the Director of Labor Relations of Miami-Dade County.
5. Every effort will be made, by both the County and the Union, to allow Union Stewards to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal contact of employees during work time by Employee Representative, Union Stewards or non-employee Union Business Representatives shall not be done without first receiving prior approval from an employee's supervisor. Approval shall not be unreasonably withheld.
6. The total amount of time granted to Union Stewards and Representatives cumulatively to process grievances and to attend union functions shall not exceed 2,500 hours for each year of the Agreement. Time off taken under this provision shall be charged to Union Activity Leave. The hours allocated per year shall not be cumulative. These authorized hours are inclusive of the hours granted in Article 13 Attendance at Meetings.

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

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

ARTICLE 13 **ATTENDANCE AT MEETINGS**

1. Five (5) officers or other representatives of the Union shall be allowed time off without loss of pay from their regular employment, when necessary, to negotiate with the County regarding terms and conditions of employment. These employees shall be designated in writing to the Department Director and the Director of Labor Relations for Miami-Dade County. The Union shall give reasonable notice to the employees' supervisors.
2. Two (2) representatives of the Union shall be authorized time off without loss of pay to attend any of the following conventions and meetings:

An International Convention of AFSCME which is held every second year.

State Conventions of the AFL-CIO which are held twice a year.

Council 79 State Executive Board meetings which are held quarterly.

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

3. The Union President and Vice President will be released from duty with pay to administer this Agreement. Additionally, the County will authorize up to 2,500 hours for each year of the Agreement, time off with pay for union representatives to participate in union approved activities providing that the Union President requests the leave in writing to the Director of Labor Relations no less than one (1) week in advance of the scheduled time off. The hours allocated per year shall not be cumulative. These authorized hours are inclusive of the hours granted in Article 12 Union Stewards and Representatives.

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

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

4. The Union President and any additional employees released from duty with pay to administer this Agreement shall receive while on such release, performance evaluations containing no more than an overall rating, which rating shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity.

ARTICLE 14 **BULLETIN BOARDS**

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

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

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

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

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

ARTICLE 15 **STRIKES AND LOCKOUTS**

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

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

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

ARTICLE 16 **HOURS OF WORK**

1. This article is to be construed only as a basis for determination of overtime and shall not be construed as a guarantee of work per day or per week nor is it limitation upon the Department's right to reduce the employees' hours of work.
2. The standard work week commences at 12:01 a.m. each Monday and ends at 12:00 p.m. midnight the following Sunday.
3. The standard number of working hours during any standard work week will normally be forty (40) hours unless otherwise specified in the Pay Plan for County Service.
4. The County and the Department shall make every effort to rotate schedules within assigned shifts to distribute weekend assignments equally.
5. An employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime. However, work schedules changed due to operational ~~necessity~~ efficiency, as determined by the Department Division Director or above, with concurrence of the Human Resources Division, shall not be considered as changing work schedules to avoid the payment of overtime.
6. For training purposes, the Department may alter an employee's work schedule. The employee will be given fourteen (14) days notification in writing by the Department Representative.

It shall be the right of the Department Director or designee to transfer employees between work locations facilities, to change work hours and/or days off, to perform work within their classifications for reasons that will improve the effectiveness or efficiency of the Department in accordance with the provisions of this contract. Prior to employees being moved, Human Resources will be provided documentation to review the justification of the move for final approval. However when a transfer or change in schedule means a change in work location, facilities or shift, the employee shall be notified by Human Resources in writing 30 calendar days prior to the transfer in order to enable the employee to arrange for an orderly change. Such notice shall contain date, shift, and location of new assignment and the reason for such transfer. Such notice may be waived upon consent of the employee or if the transfer is declared an emergency by the Mayor, Department Director, or Deputy Director. An emergency shall be an

unanticipated occurrence which makes a transfer necessary to avoid a substantial loss of Department effectiveness or efficiency.

Location facilities are defined as either Miami International Airport (MIA), Opa Locka Executive Airport (OPF), Miami Executive Airport (TMB), Miami Homestead General Aviation Airport (X51), or Dade Collier Training and Transition Airport (TNT).

ARTICLE 17 **OVERTIME COMPENSATION**

1. All work authorized to be performed by non-job basis employees in excess of 40 hours of work per work week shall be considered overtime work. Additionally, all work authorized to be performed by non-job basis employees in excess of the regular daily shift of eight (8) or ten (10) hours per day or forty (40) hours of straight time work per week ~~normal work day~~, as determined by the Department, shall be considered overtime work provided that ~~Overtime~~ hours worked will not be included in determining the normal work week.
2. Employees performing overtime work shall be paid time and one-half at their regular hourly rate of pay.
3. An employee required to work three (3) hours immediately before or two (2) hours immediately beyond his normal shift shall receive one-half (1/2) hour off with pay for a meal break. Such one-half (1/2) hour shall be considered as time worked.
4. Time off with pay on a County recognized holiday shall ~~not~~ be considered as time worked. This shall not apply to a County recognized Holiday which is not worked and falls on an employee's regularly scheduled day off, in this case the employee shall receive eight (8) or (10) hours Holiday Leave. Holiday Leave will ~~not~~ be counted as time worked for the purpose of calculating the payment of overtime compensation.
5. Overtime shall not be paid more than once for the same hours worked.
6. The parties agree that assignments and authorization of overtime work shall rest solely with the Department. Giving consideration to the organization subdivisions of the Department, assignments and shifts, and the ability to perform the work, the Department shall attempt to distribute overtime work among employees as equally as practicable and in accordance with the Departmental Standard Operating Procedure (DSOP).
7. Overtime earned shall be reflected on the pay stub.
8. This Article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week. .

ARTICLE 18 **CALL BACK**

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

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

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

ARTICLE 19 **TOOL ALLOWANCE**

1. Employees in the position classifications of Airport APM Technician, Airport Light Equipment Technician, Airport Mason, Airport Telecommunications Technician, Airport Telecommunications Installer, Airport Senior Telecommunications Technician, Airport Service Equipment Maintenance Mechanic, Airport Carpenter, Airport Carpenter/Roofer, Airport Electrician, Airport Plant Mechanic, Airport Waste Plant Electrician, Airport Plumber, Airport Refrigeration/AC Mechanic, Airport Welder, Airport Maintenance Mechanic, Airport Electronic Electrical Equipment Technician 1, Airport Electronic Electrical Equipment Technician 2, Airport Fire Suppression System Technician, Airport Automotive Mechanic, Airport Heavy Equipment Technician, Airport Heavy-Duty Truck Mechanic, Airport Motorcycle Mechanic, Airport Lighting Technician 1, Airport Hydraulic Mechanic, Airport Locksmith, and Airport Machinist, who are required by the Aviation Department to provide their own hand tools in accordance with required tool lists, established and maintained by the Department, for each classification, will receive ~~\$500.00~~ **\$860.86** per year **NET** as a total tool allowance to be paid in bi-weekly installments, of ~~\$23.55 each pay period. This amount includes payroll taxes of 25% for withholding, 6.2% for FICA (Social Security), and 1.45% for MICA (Medicare)~~
2. Each employee required by Aviation Department policy to provide his own hand tools in accordance with the required tool lists shall have such tools available on the job to perform assigned tasks. Employees accept responsibility to use proper tools for particular jobs in accordance with accepted practices or instructions of supervisors. Failure to comply with the requirements of this Article shall result in the loss of the tool allowance for the pay periods in which such noncompliance occurs.
3. Employees who are unable to complete a full year in pay status shall receive the tool allowance prorated on a bi-weekly basis for all pay periods completed.

ARTICLE 20 **HOLIDAYS**

1. The following days shall be considered holidays:

New Year's Day	Veteran's Day
Dr. Martin Luther King Jr.'s Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	*Employee's Birthday
Labor Day	4 <u>3</u> Floating Holidays
Columbus Day	

2. Regarding the Floating Holidays, the Department may require as much as two weeks prior notice. The holidays must be used within the fiscal year. The actual day to be used is subject to the mutual convenience of the employee and the Department. Only full-time employees with

more than nine (9) pay periods of County Service are eligible for ~~this~~ these holidays. If the holiday is not requested, there shall be no compensation.

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

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

ARTICLE 21 **HOLIDAY LEAVE**

1. Holiday Leave shall be a term used to credit employees who are required to work on a holiday. Holiday Leave may be used for the same purpose as annual leave and is payable upon separation.
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 only. Such payment shall be at the employee's current pay rate at separation (except that night shift differential shall not be included in determining pay rate).
4. Holiday Leave shall be credited to job basis employees on an hour-for-hour basis to a maximum of eight (8) hours for each holiday worked.
5. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing the Holiday Leave. Holiday Leave shall be credited to non-job basis employees as outlined below in Sections 6, 7, 8, and 9 of this Article.
6. Non-job basis employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (12) hours Holiday Leave and time and one-half for all hours worked in excess of forty (40) during that week.
7. When a holiday falls on a regularly scheduled day off and the non-job basis employee does not work, he/she shall receive eight (8) hours Holiday Leave.
8. Non-job basis employees who work on holidays falling on regularly scheduled work days shall receive hour-for-hour Holiday Leave, or straight time pay, for each hour worked to a maximum of eight (8) hours.
9. Employees who regularly work 4 ten-hour days per week shall receive fifteen (15) hours of Holiday Leave under Section 6, above, and ten (10) hours of Holiday Leave under Section 7 and 8 above.

ARTICLE 22 **PRODUCTIVITY**

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

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

The Union agrees to encourage employees, and to work collaboratively with management, to find better and more efficient methods of performance and to cooperate with the employer in the conservation of

manpower, materials and supplies; the elimination of wasteful practices and the improvement of the quality and quantity of product and/or service. The parties agree to meet and evaluate these practices as feasible or as required by the operation.

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

ARTICLE 23 **TOXICOLOGY AND ALCOHOL TESTING**

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

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

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

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

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

Employees reasonably believed to suffer from substance and/or alcohol abuse may be referred at the Department's discretion, to the Employee Support Services (ESS) Program. However, voluntary participation in a substance or alcohol abuse program shall not preclude the Department from taking disciplinary action against the employee for violation of the Administrative Orders, Implementing Orders, Miami-Dade County Personnel Rules or Departmental Rules and Regulations.

ARTICLE 24 **NIGHT SHIFT PAY DIFFERENTIAL**

1. Employees assigned to work shifts which have the major portion of the scheduled hours of the work occurring between the shift hours of 6:00 p.m. and 6:00 a.m., shall be entitled to receive a pay differential of ~~one (1)~~ two (2) pay steps for the entire work shift.
2. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of ~~eighty cents (\$.80) per hour~~ one (1) pay step for the entire work shift.

3. Employees who work a regular day shift and are required to work a complete night shift immediately preceding or following his normal shift will be paid at the night shift rate for the second shift. If a complete second shift is not worked, then the employee shall not receive the night shift differential and will be paid at the day rate for the additional hours worked.
4. Employees who work a regularly assigned night shift will receive the night shift rate for all hours worked that immediately precede or follow his regular night shift. Employees who work a shift which does not immediately precede or immediately follow his/her regular shift will be compensated at the hourly rate for that shift.
5. Night shift pay differential is a "plus item" and not to be construed as part of base pay for purpose of terminal paid leave, payment of compensatory time or holiday leave upon separation from the County service.
6. Employees will not be transferred or rotated from one shift to another, by the County, solely for the purpose of avoiding payment of night shift differential.

ARTICLE 25 SPECIAL WAGE PROVISIONS

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

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

<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%

2. **TIME IN GRADE:**

Longevity Pay Steps:

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

- A. Advancement by one-half pay step (pay supplement) may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at the maximum rate of the salary range. Such advancement will be one-half pay step beyond the normal maximum rate.
- B. Advancement to Longevity Step 1 may be made after completion of five (5) consecutive years' service at the maximum rate of the salary range. Such advancement will be one pay step beyond the normal maximum rate.
- C. Advancement by one-half pay step may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at longevity Step 1 of the salary range. Such advancement will be one-half pay step beyond longevity Step 1.
- D. Advancement to longevity Step 2 may be made after completion of five (5) consecutive years of service at longevity Step 1 of the salary range. Such advancement will be one pay step beyond longevity Step 1.
- E. Advancement by one-half pay step may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at longevity Step 2 of the salary range. Such advancement will be one-half pay step beyond longevity Step 2.
- F. Advancement to longevity Step 3 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at longevity Step 2 of the salary range. Such advancement will be one pay step beyond longevity Step 2.

Pay Grades:

Upon ratification, pay grades will progress 5% beyond the normal maximum rate. Effective and retroactive to October 1, 2018, employees who are at the maximum of the pay grade and whose pay anniversary date is greater than one (1) year may be eligible to receive a 5% pay increase.

Both pay 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.

23. EMERGENCY WORK: When an emergency is declared by the County Mayor and all employees are generally excused from work because of the emergency, those employees required to work during an emergency will receive one and one-half (1 ½) times the normal pay rate for all time worked during the emergency. This shall not apply to job-basis personnel. The County possesses the sole right and authority to take any emergency action as determined necessary to carry out services and adjust operational requirements during any emergency or extraordinary circumstances as determined solely by the County Mayor or his authorized representatives.

34. UNIFORM CLEANING ALLOWANCE: Aviation Department employees who are provided uniforms which are required by departmental policy to be dry cleaned shall receive ~~\$14.00~~ \$17.50 bi-weekly. The County reserves the right to continue or to return to its prior practice of maintaining uniforms which it purchases for its employees; in that event, the uniform cleaning allowance payment shall not be paid.
45. WORK IN A HIGHER CLASSIFICATION: An employee who is specifically authorized and assigned by the Department Director to work in a higher pay status classification, that is an established budgeted position currently on the department's table of organization, for more than five (5) work days, in two (2) consecutive pay periods will receive a one pay step increase in the employee's current rate of pay, for all consecutive hours worked in the higher classification. The night shift differential shall be removed before determining an employee's pay rate for work in a higher classification. The maximum out of class compensation shall be limited to thirteen (13) pay periods unless specifically approved by the department director and the Human Resources Department.
56. ENTRANCE PAY RATES: For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be one (1) year (26 pay periods) ~~at six (6) months (13 pay periods)~~ based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance.
- The County shall have the ability to recommend intermediate pay requests for original appointments of new hires based upon relevant experience, complex skill sets, and hiring difficulties in accordance with County compensation procedures. County Departments shall obtain the Human Resources Department, Labor Relations and Compensation Division and Union concurrence, prior to the authorization of such intermediate pay rates.
67. PAY SUPPLEMENT: Full-time bargaining unit employees will be eligible to receive a ~~\$570.00~~ biweekly pay supplement.
8. SERVICE EXCELLENCE SUPPLEMENT: Full-time Miami-Dade Aviation Department employees who obtain a Service Excellence Certification will receive one (1) step pay increase biweekly.
- Personnel that are currently receiving the Aircraft Operating Area Proficiency Allowance (AOA) pay shall not be eligible to receive the Service Excellence supplement.
- Personnel that receive the Trades Proficiency Allowance shall not be eligible to receive the Service Excellence supplement.
9. Employees of Miami-Dade Aviation Department will only be eligible to receive a maximum adjustment of no more than a three (3) pay step increase.

ARTICLE 26

BACK PAY

The County shall be entitled to recover, upon notification to the employee, in a timely manner, all funds determined by the County to have previously been paid in error to an employee. The County shall have the right to effect such recovery of funds through a stipulated bi-weekly paycheck deduction, at a bi-weekly rate equal to the bi-weekly rate of the erroneous pay to the employee, or at the minimum rate of fifty dollars (\$50) per pay period, whichever rate is greater. The specific recovery rate shall be

determined through an agreement between the concerned employee and the Human Resources Department, upon notification to the concerned employee. The concerned employee shall have ten (10) calendar days from date of notification to contact the appropriate payroll representative and stipulate to a specific recovery rate in accordance with this contract provision. Failure by the concerned employee to make the necessary arrangements within the specified ten (10) calendar day period shall result in the necessary paycheck deductions being automatically effected by the County at a rate the County deems appropriate.

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

ARTICLE 27

LAYOFFS

1. Layoff is defined as the separation of an employee for lack of work or funds, or due to reduction in services, or for other legitimate reasons, as determined by the County or Department without fault or delinquency on the employee's part. The County agrees to provide the "Union" with a list of the names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees so affected.
2. Employees to be laid off shall be notified as soon as possible after the decision for layoff has been made. In no event shall the County give such employees less than twenty-one (21) calendar days' notice.
3. Layoff Lists: In the event of a layoff, the Human Resources Director, in conjunction with the Director of Recruitment, Career Development, and Testing shall determine the county-wide classifications that are equivalent to the affected positions for retention purposes and will determine the bumping series county-wide. The bumping series, as determined solely by the Human Resources Director, shall be defined as a series of positions related in terms of the duties, experience and education requirements. Similar classifications county-wide may be treated as common classifications, as determined solely by the Human Resources Director, for purposes of bumping. For example, an Office Support Specialist 2, Water and Sewer Office Support Specialist 2 and Airport Office Support Specialist 2 may be treated as common classes for layoff and bumping purposes. Employees shall be laid off in accordance with layoff retention scores based upon seniority in the job classification as provided in the Layoff Procedures Manual for Miami-Dade County. The term county-wide is understood between the parties to be defined as all operating departments and organizational entities within Miami-Dade County. When a layoff of a regular employee is necessary, from a position in a class in a series, the County will attempt to place the laid-off employee in another class to which it appears the employee is capable of occupying. Any accrued sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.
 - a. All employees in the classifications contained in Exhibit 1A are common classes for layoff and bumping among all County departments as provided above.
 - b. Because of the unique requirements of their jobs, the classifications contained in Exhibit 1B, for the purpose of applying County bumping procedures under a layoff, will be treated as unique Aviation Department positions. Only those employees having served and attained permanent status in these classifications will be eligible to exercise bumping rights into these positions. Vacancies in the classifications listed in Exhibit 1B, with the exception of Airport Semi-Skilled Laborer, cannot be filled by bumping employees who have not previously served and attained permanent status in these positions. Only the vacant position of Airport Semi-Skilled Laborer may be utilized for the purpose of placing a bumped employee who has not previously served in this classification.

4. This Article shall not limit the County's right to reduce hours of work in lieu of a layoff. In the event of a layoff, full time employees to be separated by layoff or bumping shall be given the option of accepting a part-time position if a part-time position in the same classification exists in the employee's department, for which they qualify, as determined by the Department Director's designee and the Human Resources Department. In the event there is more than one such employee in a given layoff action, this option shall be offered to employees in order of retention score (highest to lowest), according to the number of part-time slots available. Whenever this option is exercised, part-time employees shall be removed in reverse order of seniority.
5. The County may require that employees bumping into a department as a result of a layoff related action satisfactorily demonstrate their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed thirteen (13) pay periods, as determined by the concerned Department Director and approved by the Human Resources Department. It is understood that employees bumping into a Department as a result of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department. Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position will be allowed to continue to exercise their classified service rights, in accordance with the provisions of the County's Layoff Procedures Manual.
6. Whenever layoff actions occur, permanent status employees shall be given retention preference over probationary, emergency, substitute, or temporary employees occupying a regular budgeted County position in the same job classification.
7. The Department shall require supervisors to cooperate with employees affected by a layoff or bumping action by affording administrative leave as appropriate for employment search and interview purposes within the County service.

ARTICLE 28 **ACTING APPOINTMENTS**

In the event an employee is placed by Department authorization in a position of "acting" for an employee temporarily absent from duty or in a permanently vacated position pending the establishment of an eligible list, such employee will be compensated at the in-hiring rate for the classification to which he/she is "acting" provided such rate of pay is one (1) pay step higher than he/she is currently receiving, and further, any time that is spent in the acting title shall not be credited toward the probationary period.

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

ARTICLE 29 **WAGES**

Fiscal Year 2017-2018 ~~2014-2015~~ (First Year)

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

Fiscal Year 2018-2019 ~~2015-2016~~ (Second Year)

Effective the first pay period in October 2018, bargaining unit employees shall ~~not~~ receive a Cost of Living Adjustment of one percent (1%).

Fiscal Year 2019-2020 ~~2016-17~~ (Third 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%).

~~Only if both (a) the sum of the Percent Change of Preliminary Taxable Value for County-wide and UMSA for July 1st, 2015 equals or exceeds 13% and (b) the sum of the Percent Change of Preliminary Taxable Value for County-wide and UMSA for July 1st, 2016 equals or exceeds 13%, Cost of Living Adjustment will be increased for members of the bargaining unit effective the first pay period in October 2016 in accordance with the scale set forth below. In the event the sum of the Percent Change of Preliminary Taxable Value for County-wide and UMSA is at least 13% for both yearly periods, but is not the same, the Cost of Living Adjustment shall be increased using the higher of the two annual percent increases provided in the table below. For purposes of this Agreement "Percent Change of Preliminary Taxable Value" shall mean the percent change from the prior year preliminary taxable value to the current year's taxable value after new construction as set forth in the Miami Dade County Property Appraiser's July 1st certification of the preliminary taxable values by taxing authority. (See Addendums 1 and 2).~~

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

ARTICLE 30

AIRCRAFT OPERATING AREA PROFICIENCY ALLOWANCE

- A. Full-time employees who have completed thirteen (13) pay periods in the Maintenance classifications of Airport APM Technician, Airport Carpenter/Roofer, Landside Operations Equipment Specialist, Airport Telecommunications Technician, Airport Telecommunications Installer, Airport Senior Telecommunications Technician, Airport Service Equipment Maintenance Mechanic, Airport Semi-skilled Laborer, Airport Automotive Service Helper, Airport Driver-Messenger, Airport Inventory Clerk, Airport Inventory Control Specialist, Airport Automotive Equipment Operator 1, Airport Automotive Equipment Operator 2, Airport Automotive Equipment Operator 3, Airport Carpenter, Airport Electrician, Airport Painter, Airport Plumber, Airport Refrigeration/AC Mechanic, Airport Welder, Airport Sign Painter, Airport Maintenance Mechanic, Airport Electronic Electrical Equipment Technician 1, Airport Electronic Electrical Equipment Technician 2, Airport Light Equipment Technician, Airport Motorcycle Mechanic, Airport Heavy Equipment Technician, Airport Construction Equipment Mechanic, Airport Heavy Truck Tire Repairer, Airport Maintenance Repairer, and Airport Lighting Technician, Airport Tree Trimmer, Airport Hydraulics Mechanic, Airport Fire Suppression Systems Technician, Airport Plant Mechanic, Airport Waste Plant Operator, Airport Waste Plant Electrician, Airport Locksmith, Airport Machinist, Airport Mechanical Equipment Technician 3, Airport Mason, Auxiliary Airport Specialist, Facilities Maintenance Controls Specialist, and Airport Sprayer, Airport Elevator Contract Specialist, Airport Operations Specialist, Airport Attendant, Airport Operations Agent, Airport Operations Senior Agent, Airport Noise and Wildlife Officer, Airport Record Center Clerk 2 and Airport Environmental Inspector are authorized additional proficiency compensation for the added responsibility of special working conditions in

the amount of a two (2) pay step increase to the biweekly pay. It is understood and agreed that this allowance is for the benefit and protection of the public and is based upon the following criteria.

- B. Aviation Department Maintenance personnel required to perform job assignments in aircraft operating areas and airfield areas must possess additional special skills not required of others, as follows:
1. Qualified to accept and follow rigid safety standards to minimize or avoid probability of accidents of potential damage to persons and property of severe and extensive consequences.
 2. Qualified to comprehend, analyze and react quickly to impending danger.
 3. Qualified to identify potential areas and conditions of danger and avoid such areas and conditions.
 4. Qualified to perform job assignments under unusual conditions of high decibel sound frequencies and intermittent air blasts from propeller and jet aircraft.
 5. Qualified and knowledgeable to permit safe and intelligent movement of themselves and their vehicles and equipment from one point to another in the landing area (usually through radio supervision from the tower) in accordance with Federal Aviation and Department Rules and Regulations and proper airport techniques.
- C. Any employee who receives this allowance and fails to continue demonstrating the ability to work under the above conditions may be appropriately disciplined, including suspension of his proficiency pay to a maximum of three (3) months for each violation.
- D. Employees who work at jobs or in areas deemed by the Aviation Department Director to be dangerous shall be required to wear safety devices and/or equipment designated by that office as necessary for their protection, and may be disciplined for failure to wear or use safety devices and/or equipment. Such devices and equipment will be provided by the County.
- E. Employees who are not currently receiving this allowance but are required due to a declared emergency to perform job assignments in aircraft operating areas and airfield areas for two (2) or more consecutive pay periods, shall receive a one (1) pay step increase.

ARTICLE 31 **AIRPORT SECURITY AND SAFETY**

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

1. All employees whose job duties require that they operate a motor vehicle of any kind on the Air Operations Area ("AOA") of any County airport shall be required to attend and successfully complete the AOA Driver Training Course conducted from time to time by the Department. All such vehicle operators must possess and maintain current a valid, appropriate Florida driver's license.
2. All employees, while on the AOA and within designated security areas of a County airport, must conspicuously display on their person the Department issued identification badge, together with any additional materials required by any Federal agency having jurisdiction over such area(s).

29

3. All employees entering and working in or around arriving and departing international aircraft and facilities used or designated as controlled by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies.
4. The Union acknowledges and understands that the provisions of this Article are for the protection of all users of the County's airports and are intended to improve safety and reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at the County's airports.

ARTICLE 32 **GROUP HEALTH INSURANCE**

For the purposes of this Article, a group health insurance covered member shall be considered a member of a Miami-Dade County 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 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 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 be 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 Network/Managed Advantage HMO Network/Managed Health Care Group Insurance Plan Option and the First Choice Advantage HMO Health Care Group Insurance Option, beginning the plan year January 1, 2015.
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. All other medical plan options will no longer

be made available to new hires and their dependents enrolled in the Select Advantage HMO plan, subject to the existing terms and conditions.

- ~~34.~~ The County will provide a \$5.00 biweekly ~~Flex-dollars~~ contribution to the Flexible Benefits Plan to employees enrolled in a High-Option HMO Plan, the First Choice HMO, Select Advantage HMO or Advantage HMO Medical Plans.
- ~~45.~~ The County will provide an annual \$1,000 ~~Flex-dollars~~ contribution to the Flexible Benefits Plan, paid in biweekly increments to employees eligible for group health coverage.
- ~~56.~~ 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 ~~32~~ for the cost of single coverage of this plan.
- ~~67.~~ Group Health Insurance premium rates for the plan year 2045~~20~~ are listed in Addendum ~~32~~ of this Agreement.
- ~~78.~~ The copays for provider services and prescriptions in the County's Group Health Insurance Plan for plan year 2045~~20~~ are listed in Addendum ~~32~~ of this Agreement.
- ~~8.~~ The County's Group Health Insurance will not include the Low HMO/Managed Health Care Group Plan.
- ~~9.~~ For the calendar plan year 2016, the County shall seek proposals from qualified insurance administrators through a competitive bid process.
- ~~409.~~ The Mayor of Miami-Dade County will create a maintain the Health Care Cost Containment Workgroup meetings, Committee 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 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 has the right to may mutually agree to re-open this Agreement prior to open enrollment to discuss negotiate only cost containment measures for the redesign of the County's health plan for the plan year 2047~~21~~ as provided in Article 63. Union participation shall be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.

ARTICLE 33 **PROBATIONARY PERIODS WITHIN THE BARGAINING UNIT**

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

In the event the reclassification of a full-time classified service employee is a title change only, with no increase in pay or significant change in duties, the time served in the previous position shall be credited to the new classification and the employee shall not be required to serve a probationary period.

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 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.

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 within the department from which they were demoted 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 34 PROMOTIONS WITHIN THE BARGAINING UNIT

1. When a job vacancy is frozen and there is a promotional eligible list in effect, the list will not be allowed to expire if it can be shown that the purpose of freezing the vacancy is solely to pass over those employees on the list.
2. Employees interviewed for promotional opportunities, shall be notified of their acceptance or rejection, within a reasonable time. Employees interviewed and rejected for promotional opportunities will be counseled by the Department as to the reasons for such rejection, if such is requested by the employee.

3. In cases when there is no examination required for a promotion, County Policy shall be to first consider present employees, provided the employee applying meets all requirements and is fully qualified.
4. All interviews for bargaining unit positions shall be conducted in compliance with Miami-Dade County Procedures Manual Structured Interview Process and the established Departmental Standard Operating Procedure (DSOP).
5. Employees who wish to transfer to an approved/authorized vacancy, shall be considered in accordance with the Departmental Standard Operating Procedure (DSOP). Vacancies will be filled through a competitive selection process. When two (2) equally qualified employees are being considered for the vacancy, the employee with the most seniority, when feasible, will be given preference.

ARTICLE 35 **BLOOD BANK AND DONORS**

Employees wishing to donate blood without remuneration shall be granted reasonable leave, with prior approval of their supervisor, without loss of pay, for the purpose of donating blood.

ARTICLE 36 **SERVICES TO THE UNION**

1. The County agrees to furnish the Union, once a year, a copy of names, classifications, and addresses for all employees in this Bargaining Unit. Once every six (6) months, the County will furnish the Union a list of new bargaining unit employees hired during the previous six (6) months.
2. The County agrees to notify the Union within reasonable advance of any public hearing in which personnel matters, relative to this Bargaining Unit are to be the subject of discussion.
3. The County agrees to provide the Union with the appropriate County website or the following documents and publications:

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

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

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

5. The Department shall notify the Union of scheduled County sponsored employee orientations and allow the Union to set up a table in an area of close proximity to the location of the orientation within the permitted building rules on the day of scheduled orientations for informational purposes only.
6. The County will provide the Union, on a bi-weekly basis, a report which lists all dues deductions taken for the pay period, as well as a separate report listing employees whose dues deductions were not taken for the pay period due to the employee being in a no pay status as a result of insufficient funds or having been placed on a leave of absence status. Upon return to work/paid status, the employee's dues deduction shall automatically resume unless canceled. Notice of cancelation shall come from the Union via the established dues transmittal process.

ARTICLE 37 SICK LEAVE

1. The sick leave policy as stated in the Personnel Rules and County Leave Manual shall remain in force and effect.
2. Full-time employees shall earn one (1) day of sick leave for each month of service in accordance with the County Personnel Rules and Leave Manual.
3. The portion of an employee's first six (6) days that are unused at the end of the employee's leave year shall be added to the employee's annual leave, the balance shall be deposited in the employee's sick bank. However, an employee may waive the conversion upon written request two (2) pay periods prior to the date of conversion. Bargaining Unit employees with 20 or more years of continuous service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.

Bargaining Unit employees with less than 20 years of continuous service and a minimum balance of 200 hours in their sick leave bank who have not used ANY sick leave during the accumulative year, may receive payment for the sick leave hours that qualify to be converted to annual leave each year upon written request within two (2) pay periods of the date of conversion. No retro-active PAR changes will be permitted for sick leave.

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

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

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

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

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

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

29 years but less than 30 years	90% payment
30 years but less than 31 years	92.5% payment
31 years but less than 32 years	95% payment
32 years but less than 33 years	97.5% payment
33 years or more	100% payment

ARTICLE 38 **ANNUAL LEAVE**

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

2. Employees may accrue annual leave up to a maximum of 750 hours and will be paid upon separation in accordance with the Leave Manual. 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 annual vacation period 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.

23. 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

34. All employees in this Bargaining Unit shall have access to E-Net, which will provide the employee information of all leave (annual, sick and holiday) balances.
45. The County shall notify the employee that they are reaching the maximum amount of allowable annual leave accumulation. The employee shall then be allowed to reduce the annual leave to avoid the loss of excess accumulation of such leave.
56. Within subdivisions of the Department, in setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification.

67. Whenever possible, employees scheduled for annual leave as noted above, shall be entitled to use the total amounts of leave earned during the leave year. But more than three (3) consecutive weeks shall be at the discretion of the Department.

ARTICLE 39 **DISABILITY LEAVE**

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

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

ARTICLE 40 **DISCIPLINARY ACTION**

All disciplinary actions except reprimands will be appealable by the employee, as provided in Section 2-47 of the Miami-Dade County Code, to a Hearing Examiner. The County agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters.

Discipline and/or counseling will normally be carried out in a manner which does not embarrass the employee. Neither formal nor informal counseling is considered to be disciplinary action. Informal counseling is not to be recorded in the Personnel Record Summary. Both informal and formal counseling should be viewed as efforts to improve performance. An employee who receives a formal record of counseling shall receive such in writing and will be permitted to attach a written rebuttal to the counseling form by submitting it within ten (10) calendar days from the receipt of the counseling. The formal record of counseling and rebuttal, if any, will be reviewed by the Supervisor of the employee who prepared the counseling, and the Department's Human Resources Division, prior to it being placed in the affected employee's personnel file, provided the rebuttal was submitted within the ten (10) calendar days afforded. Upon request of the employee, a Record of Counseling form shall be marked "no longer in effect" after two (2) years of good performance during which the employee has not been the subject of disciplinary action or further formal counseling. 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.

The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary action of dismissal, demotion, reduction in grade, and through the grievance procedure contained in Article 6 of this Agreement. The Union shall notify the Director of Labor Relations in writing no later than fourteen (14) calendar days from the

employees receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance procedure or request an appeal in accordance with Section 2-47 of the code of Miami-Dade County. The Union's choice between the grievance procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

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

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

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

ARTICLE 41

PREVAILING BENEFITS

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

ARTICLE 42

VEHICLES

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

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

ARTICLE 43

APPLICABILITY OF AGREEMENT

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

County to grant certain benefits to the members of the Union shall be interpreted as representing the minimum commitment of the County to grant benefits to the members of the Bargaining Unit.

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

ARTICLE 44 **SEVERABILITY CLAUSE**

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

ARTICLE 45 **PHYSICAL EXAMINATIONS**

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

ARTICLE 46 **VOTING**

Only when there is no early voting or absentee ballot options available will the County will allow employees who meet the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in advance and in such a fashion as to not interfere with normal work production and services.

CONDITIONS

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

ARTICLE 47 **MILITARY LEAVE OF ABSENCE**

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

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

ARTICLE 48**TRAVEL REIMBURSEMENT**

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

ARTICLE 49**TRAINING AND TRAINING PROGRAMS**

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

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

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

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

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

ARTICLE 50**REGULAR PART-TIME STATUS**

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

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

ARTICLE 51**HEALTH AND SAFETY**

1. It is the responsibility of the County to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force. To this end, and due to the high volume of passenger and employee traffic, the Department shall provide hand sanitizing products for employees' use throughout the following areas: Operations Control Room (OCR), Public Information Counters (PIC), Landside Operations Station # 4, Maintenance Division Station #5, Security and Safety Identification and Fingerprint Sections, Terminal Operations Federal Inspection Stations, Landside Operations Permit and Decal Sections, Taxi

Lot and Airside Operations Decal Area. The Union will cooperate with and assist management to live up to this responsibility.

2. The County and the Union insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in disciplinary action.
3. If an employee believes he is being required to work under unsafe conditions, he shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union Steward may immediately notify the Department Safety Officer and GSA Risk Management Division; (3) file a grievance if no corrective action is taken during that day's work.
4. Employees who work at jobs or in areas deemed by the department or Risk Management Division to be dangerous shall be required to wear safety devices and/or equipment designated by Risk Management or the department as necessary for their protection. Such devices and equipment will be provided by the County. When such equipment has been prescribed by the department or Risk Management Division, it shall be furnished by the County at no cost to the employee. Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.
5. The employee may request, at the Department's expense, prescribed medical testing arising from his or her performance of the assigned duties.
6. The County will keep employees and the Union informed of health virus updates and alerts.

ARTICLE 52 **DEATH BENEFIT**

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

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

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

ARTICLE 53 **SENIORITY**

To the extent feasible in fulfilling its mission and responsibilities and where job performance and job skill factors are equal among affected employees, the department will continue to recognize employees' seniority by classification when determining vacation scheduling, shift assignments, overtime work assignments on a holiday, and training programs.

If requested by the Union, decisions and determinations made under this Article will be a proper subject for a consultation meeting between representatives of the Union, the affected department, and Miami-Dade County Labor Relations. The Department agrees that it will work with the union to develop a Departmental Standard Operating Procedure (DSOP) to govern seniority bidding.

ARTICLE 54

BEREAVEMENT AND EMERGENCY SICK LEAVE

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

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

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

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

ARTICLE 55

SAFE DRIVING AWARD

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

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

ARTICLE 56

LEADWORKER

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

- a) A Leadworker is assigned responsibility by the appointing authority to supervise one or more employees who are ordinarily classified the same as the Leadworker. Leadworkers perform their tasks under the direction of a supervisor of a higher level. Supervisors usually cannot be present to give constant supervision to the work because of duties and assignments which take them to other areas.
- b) Leadworker designations may also be authorized by the Human Resources Department, for certain positions where extraordinary duties and responsibilities are required. An employee designated as a Leadworker shall receive the equivalent of one (1) pay step. A Leadworker pay provision does not affect the employee's pay anniversary date. Leadworker pay provisions may be assigned and removed at the sole discretion of the County.
- c) A Leadworker shall not serve as a rater of performance evaluations of other employees in the same classification. If a Leadworker is rated on the basis of supervisory ability, it will only be to the extent actually exercised.

- d) An employee designated as a Leadworker, shall receive a one (1) step wage differential and such differential shall not affect merit increases or anniversary dates.
- e) All areas of the Department will follow the SOP/DSOP on Leadworkers.

ARTICLE 57 **PUBLIC OFFICERS, EMPLOYEES, AND RECORDS**

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

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

ARTICLE 58 **LABOR DAY EXHIBITION**

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

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

ARTICLE 59 **HURRICANE RIDERS FOR THE MIAMI INTERNATIONAL AIRPORT**

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

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

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

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

ARTICLE 60**COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

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

ARTICLE 61**ON-CALL**

Employees of the Information Technology Department (ITD) in the position classifications of Airport Computer Operations Specialist, Airport Systems Analyst Programmer 1, Airport Systems Analyst Programmer 2 and Airport Operating Systems Programmer, when placed on regular rotating scheduled on-call status by their Department Director or his authorized representative(s) will receive compensation in the amount of two (2) pay step during such on-call period. As determined operationally necessary by the department, a beeper or other communication device will be provided for employees placed on scheduled on-call status.

ARTICLE 62**EMPLOYEE EVENTS AND RECOGNITION**

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

ARTICLE 63**TERM OF AGREEMENT AND REOPENING**

The ~~a~~Collective ~~b~~Bargaining ~~a~~Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L. - C.I.O., Local 1542 – Aviation Employees, shall be effective upon ratification by the Union and approval by the Board of County Commissioners of Miami-Dade County, Florida, unless otherwise provided in any specific Article, October 1, 2014 and continue until September 30, 204720. The economic benefits of this Agreement shall be applicable only to bargaining unit employees employed on or after the date of ratification.

Either party shall have the right, at any time during the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects, classification consolidation studies, ~~or~~ the County Pay Plan redesign, or the Enterprise Resource Planning (ERP) System.

The County and the Union may mutually agree to reopen Article 32 (Group Health Insurance) of this Agreement to negotiate only cost containment measures for the redesign of the County's health plan for the plan year 2021 no sooner than April 1, 2020.

In the event that during the term of this Agreement (October 1, 204417 to September 30, 204720) another Miami-Dade County certified collective bargaining unit, directly under the purview of the County Mayor, successfully negotiates an across the board wage Cost of Living Adjustment increase which is effective during the term of this Agreement and is greater than the wage Cost of Living Adjustment increase provided for under Article 29 Wages, the Union shall automatically receive the across the board increase as the other Union.

Either party may require by written notice to the other between ~~January~~ April 1, 204720, and not later than April 30, 204720, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 204720. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 204720 through September 30, 202023.

ARTICLE 64

PAID PARENTAL SPECIAL LEAVE

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

ARTICLE 65 TRADES PROFICIENCY ALLOWANCE

Employees with permanent status in the following classifications whose pay rates are not over maximum will receive a trades allowance amounting to one (1) additional pay step.

<u>OCC. CODE</u>	<u>CLASSIFICATION</u>
<u>5208</u>	<u>Airport Telecommunications Installer</u>
<u>5213</u>	<u>Airport Telecommunications Tech</u>
<u>5214</u>	<u>Airport Senior Telecommunications Tech</u>
<u>5442</u>	<u>Airport Carpenter</u>
<u>5438</u>	<u>Airport Carpenter/Roofer</u>
<u>5444</u>	<u>Airport Electrician</u>
<u>5472 / 5472B</u>	<u>Airport Elec-Electl Equip 1</u>
<u>5474</u>	<u>Airport Elec-Electl Equip 2</u>
<u>5450</u>	<u>Airport Locksmith</u>
<u>5404</u>	<u>Airport Maintenance Mechanic</u>
<u>5454</u>	<u>Airport Mason</u>
<u>5448</u>	<u>Airport Painter</u>
<u>5458</u>	<u>Airport Sign Painter</u>
<u>5452 / 5452B</u>	<u>Airport Plumber</u>
<u>5456</u>	<u>Airport Refrigeration A/C Mechanic</u>
<u>5460</u>	<u>Airport Welder</u>
<u>5421</u>	<u>Airport Plant Mechanic</u>
<u>5420</u>	<u>Airport Waste Plant Electrician</u>
<u>5418</u>	<u>Airport Hydraulic Mechanic</u>

Employees with permanent status in the following classifications whose pay rates are over maximum will receive a trades allowance amounting to a gross payment of \$20.00 bi-weekly.

OCC. CODE
5416
5464

CLASSIFICATION
Airport Light Equipment Tech
Airport Heavy Equipment Tech

**EXHIBIT 1
BARGAINING UNIT
AVIATION EMPLOYEES LOCAL 1542**

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
AIRPORT ACCOUNT CLERK	5338
AIRPORT ACCOUNTANT 1	5339
AIRPORT ADMINISTRATIVE SECRETARY	5311
AIRPORT APM TECHNICIAN	5377
AIRPORT ARCHITECTURAL DRAFTER 1	5488
AIRPORT ARCHITECTURAL DRAFTER 2	5489
AIRPORT ATTENDANT	5374
AIRPORT AUTO PARTS SPECIALIST 2	5405
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 1	5427
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 2	5428
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 3	5429
AIRPORT AUTOMOTIVE SUPPORT SPECIALIST	5401
AIRPORT BUILDING MAINTENANCE SYSTEMS OPERATOR	5275
<u>AIRPORT BUYER</u>	<u>5294</u>
AIRPORT CADASTRAL TECHNICIAN	5379
AIRPORT CAPITAL INVENTORY CLERK	5319
AIRPORT CARPENTER	5442
AIRPORT CARPENTER/ROOFER	5438
AIRPORT CLERK 2	5303
AIRPORT COLLECTION & INSPECTION REPRESENTATIVE	5334
<u>AIRPORT COLLECTION SPECIALIST</u>	<u>5335</u>
AIRPORT COMMUNICATIONS SERVICE REPRESENTATIVE 1	5350
AIRPORT COMMUNICATIONS SERVICE REPRESENTATIVE 2	5351
~~AIRPORT COMPUTER OPERATIONS SPECIALIST~~	~~5356~~
~~AIRPORT COMPUTER OPERATIONS SUPPORT CLERK 2~~	~~5357~~
AIRPORT COMPUTER OPERATOR	5354
<u>AIRPORT COMPLIANCE SPECIALIST</u>	<u>5330</u>
<u>AIRPORT COMPLIANCE SENIOR SPECIALIST</u>	<u>5331</u>
~~AIRPORT COMPUTER TECHNICIAN 4~~	~~5348~~
AIRPORT CONSTRUCTION EQUIPMENT MECHANIC	5419
AIRPORT DATA ENTRY SPECIALIST 1	5345
AIRPORT DATA ENTRY SPECIALIST 2	5346
AIRPORT DRIVER-MESSENGER	5343
AIRPORT ELECTRICIAN	5444
AIRPORT ELECTRONIC-ELECTRICAL EQUIPMENT TECHNICIAN 1	5472
AIRPORT ELECTRONIC-ELECTRICAL EQUIPMENT TECHNICIAN 2	5474
AIRPORT ELEVATOR CONTRACT SPECIALIST	5358
AIRPORT ENVIRONMENTAL INSPECTOR	5466
<u>AIRPORT EXECUTIVE SECRETARY</u>	<u>5312</u>
AIRPORT FIRE SUPPRESSION SYSTEMS TECHNICIAN	5479
AIRPORT GRAPHIC/VIDEO TECHNICIAN	5384
AIRPORT HEAVY EQUIPMENT TECHNICIAN	5464
AIRPORT HEAVY TRUCK TIRE REPAIRER	5407
AIRPORT HYDRAULICS MECHANIC	5418
AIRPORT INFORMATION & PROGRAM SPECIALIST	5362
AIRPORT INVENTORY CLERK	5318
AIRPORT INVENTORY CONTROL SPECIALIST	5320
AIRPORT LIGHT EQUIPMENT TECHNICIAN	5416

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
AIRPORT LIGHTING TECH	5463
AIRPORT LOCKSMITH	5446
AIRPORT MACHINIST	5450
AIRPORT MAINTENANCE MECHANIC	5404
AIRPORT MAINTENANCE REPAIRER	5403
AIRPORT MASON	5454
AIRPORT MOTORCYCLE MECHANIC	5417
AIRPORT NOISE ABATEMENT OFFICER	5253
AIRPORT OFFICE SUPPORT SPECIALIST 2	5306
AIRPORT OPERATING SYSTEMS PROGRAMMER	5355
AIRPORT OPERATIONS AGENT	5204
AIRPORT OPERATIONS SENIOR AGENT	5203
AIRPORT OPERATIONS SPECIALIST	5205
AIRPORT PAINTER	5448
AIRPORT PERMITS COMPLIANCE SPECIALIST	5340
<u>AIRPORT PERSONNEL SPECIALIST 2</u>	<u>5392</u>
<u>AIRPORT PERSONNEL SPECIALIST 3</u>	<u>5393</u>
AIRPORT PERSONNEL TECHNICIAN	5382
AIRPORT PLANT MECHANIC	5421
AIRPORT PLUMBER	5452
AIRPORT PUBLIC SERVICE ASSISTANT	5364
AIRPORT PURCHASING SPECIALIST	5295
AIRPORT RECORDS CENTER CLERK 2	5322
AIRPORT REFRIGERATION/AC MECHANIC	5456
<u>AIRPORT RISK MANAGEMENT INSURANCE REPRESENTATIVE</u>	<u>5321</u>
AIRPORT SECRETARY	5310
<u>AIRPORT SECURITY COMPLIANCE OFFICER</u>	<u>5291</u>
AIRPORT SEMI-SKILLED LABORER	5402
AIRPORT SENIOR CADASTRAL TECHNICIAN	5380
AIRPORT SENIOR TELECOMMUNICATIONS TECHNICIAN	5214
AIRPORT SERVICE EQUIPMENT MAINTENANCE MECHANIC	5406
AIRPORT SIGN PAINTER	5458
AIRPORT SPRAYER	5461
AIRPORT SYSTEMS ANALYST/PROGRAMMER 1	5352
AIRPORT SYSTEMS ANALYST/PROGRAMMER 2	5353
AIRPORT TELECOMMUNICATIONS INSTALLER	5208
AIRPORT TELECOMMUNICATIONS TECHNICIAN	5213
AIRPORT TREE TRIMMER	5440
AIRPORT VIDEOGRAPHER/EDITOR	5225
AIRPORT WASTE PLANT ELECTRICIAN	5420
AIRPORT WASTE PLANT OPERATOR	5462
AIRPORT WELDER	5460
<u>AIRPORT WORK PROCESSING OPERATOR 2 SN EXECUTIVE</u>	<u>5313</u>
<u>SECRETARY</u>	<u>5372</u>
AUXILIARY AIRPORT SPECIALIST	5271
FACILITIES MAINTENANCE CONTROLS SPECIALIST	5390
LANDSIDE OPERATIONS EQUIPMENT SPECIALIST	5386
LANDSIDE OPERATIONS OFFICER 1	5388
LANDSIDE OPERATIONS OFFICER 2	5389
LANDSIDE OPERATIONS SENIOR OFFICER	5338
AIRPORT ACCOUNT CLERK	

EXHIBIT 1A**BARGAINING UNIT
AVIATION EMPLOYEES LOCAL 1542**

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
AIRPORT ACCOUNT CLERK	5338
AIRPORT ACCOUNTANT 1	5339
AIRPORT ADMINISTRATIVE SECRETARY	5344
AIRPORT ARCHITECTURAL DRAFTER 1	5488
AIRPORT ARCHITECTURAL DRAFTER 2	5489
AIRPORT AUTO PARTS SPECIALIST 2	5405
AIRPORT BUILDING MAINTENANCE SYSTEMS OPERATOR	5275
AIRPORT CAPITAL INVENTORY CLERK	5319
AIRPORT CLERK 2	5303
AIRPORT COLLECTION & INSPECTION REPRESENTATIVE	5334
AIRPORT COMMUNICATIONS SERVICE REPRESENTATIVE 1	5350
AIRPORT COMMUNICATIONS SERVICE REPRESENTATIVE 2	5351
AIRPORT COMPUTER OPERATOR	5354
AIRPORT COMPUTER TECHNICIAN 1	5348
AIRPORT CONSTRUCTION EQUIPMENT MECHANIC	5419
AIRPORT DATA ENTRY SPECIALIST 1	5345
AIRPORT DATA ENTRY SPECIALIST 2	5346
AIRPORT DRIVER MESSENGER	5343
AIRPORT ELECTRONIC ELECTRICAL EQUIPMENT TECHNICIAN 1	5472
AIRPORT ELECTRONIC ELECTRICAL EQUIPMENT TECHNICIAN 2	5474
AIRPORT ENGINEERING DRAFTER 2	5487
AIRPORT HEAVY EQUIPMENT TECH	5464
AIRPORT HEAVY TRUCK TIRE REPAIRER	5407
AIRPORT INFORMATION AND PROGRAM SPECIALIST	5362
AIRPORT INVENTORY CLERK	5318
AIRPORT INVENTORY CONTROL SPECIALIST	5320
AIRPORT OFFICE SUPPORT SPECIALIST II	5306
AIRPORT OPERATING SYSTEMS PROGRAMMER	5355
AIRPORT PERSONNEL TECHNICIAN	5382
AIRPORT PURCHASING SPECIALIST	5295
AIRPORT RECORDS CENTER CLERK 1	5321
AIRPORT RECORDS CENTER CLERK 2	5322
AIRPORT SECRETARY	5310
AIRPORT SENIOR TELECOMMUNICATIONS TECH	5214
AIRPORT SIGN PAINTER	5458
AIRPORT SPRAYER	5464
AIRPORT STORES CLERK	5317
AIRPORT SYSTEMS ANALYST/PROGRAMMER 1	5352
AIRPORT SYSTEMS ANALYST/PROGRAMMER 2	5353
AIRPORT TELECOMMUNICATIONS INSTALLER	5208
AIRPORT TELECOMMUNICATIONS TECHNICIAN	5213
AIRPORT TELEPROCESSING COORDINATOR	5356
AIRPORT WASTE PLANT ELECTRICIAN	5420
AIRPORT WASTE PLANT OPERATOR	5462
AIRPORT WELDER	5460
AIRPORT WORD PROCESSING OPERATOR 2	5313

**EXHIBIT 1B
BARGAINING UNIT
AVIATION EMPLOYEES LOCAL 1542**

<u>OCCUPATIONAL TITLE</u>	<u>OCC CODE</u>
AIRPORT APM TECHNICIAN	5377
AIRPORT ATTENDANT	5374
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 1	5427
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 2	5428
AIRPORT AUTOMOTIVE EQUIPMENT OPERATOR 3	5429
AIRPORT AUTOMOTIVE SUPPORT SPECIALIST	5401
AIRPORT CADASTRAL TECHNICIAN	5379
AIRPORT CARPENTER	5442
AIRPORT CARPENTER/ROOFER	5438
AIRPORT COMPUTER OPERATIONS SUPPORT CLERK 2	5357
AIRPORT COMPUTER OPERATIONS SPECIALIST	5356
AIRPORT ELECTRICIAN	5444
AIRPORT ELEVATOR CONTRACT SPECIALIST	5358
AIRPORT ENVIRONMENTAL INSPECTOR	5466
AIRPORT FIRE SUPPRESSION SYSTEMS TECHNICIAN	5479
AIRPORT GRAPHIC/VIDEO TECHNICIAN	5384
AIRPORT HEAVY EQUIPMENT TECHNICIAN	5464
AIRPORT HYDRAULICS MECHANIC	5418
AIRPORT INFORMATION AND PROGRAM SPECIALIST	5362
AIRPORT LIGHTING EQUIPMENT TECHNICIAN 1	5416
AIRPORT LIGHTING TECHNICIAN	5463
AIRPORT LOCKSMITH	5446
AIRPORT MACHINIST	5450
AIRPORT MAINTENANCE MECHANIC	5404
AIRPORT MAINTENANCE REPAIRER	5403
AIRPORT MASON	5454
AIRPORT MOTORCYCLE MECHANIC	5417
AIRPORT NOISE ABATEMENT OFFICER	5253
AIRPORT OPERATIONS AGENT	5204
AIRPORT OPERATIONS SENIOR AGENT	5203
AIRPORT OPERATIONS SPECIALIST	5205
AIRPORT PAINTER	5448
AIRPORT PERMITS AND COMPLIANCE SPECIALIST	5340
AIRPORT PLANT MECHANIC	5421
AIRPORT PLUMBER	5452
AIRPORT PUBLIC SERVICE ASSISTANT	5364
AIRPORT REFRIGERATION MECHANIC	5456
AIRPORT SEMI-SKILLED LABORER	5402
AIRPORT SERVICE EQUIPMENT MAINTENANCE MECHANIC	5406
AIRPORT SENIOR CADASTRAL TECHNICIAN	5380
AIRPORT TREE TRIMMER	5440
AIRPORT VIDEOGRAPHER/EDITOR	5225
AUXILIARY AIRPORT SPECIALIST	5372
FACILITIES MAINTENANCE CONTROLS SPECIALIST	5271
LANDSIDE OPERATIONS EQUIPMENT SPECIALIST	5390
LANDSIDE OPERATIONS OFFICER 1	5386
LANDSIDE OPERATIONS OFFICER 2	5386
LANDSIDE OPERATIONS SENIOR OFFICER	5389

Addendum 1

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 2017-2020 collective bargaining agreement the Miami-Dade County Group Health Plan shall be amended as follows:

Participation and acceptance of the 2020 cost containment plan redesign initiatives that are expected to reduce the plans expenditures will allow premiums to remain flat for the duration of this Collective Bargaining Agreement ("CBA") 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 the members'/dependent's(s') condition. If brand-name medication is required, the member/dependents 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 members'/dependent's(s') plans will use AvMed's Standard Formulary. The members'/dependent's(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/dependents 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 Jackson First Choice Advantage HMO/Select Advantage HMO: The Jackson First Choice 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 effective January 1, 2020 and thereafter. This will not affect existing members and their dependents currently enrolled in a County group health insurance program.

4. Freestanding Imaging

Freestanding imaging only: The members/dependents 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 insure appropriate funding and resources for health care through joint legislative work; and to insure 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 32 (Group Health Insurance) of the collective bargaining agreement between them shall be modified as set forth in the attachment hereto.

Addendum 2

Medical Plan Premiums

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

Medical Plan Copays

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

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

Addendum 1

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



TAXING AUTHORITY	2013 PRELIMINARY TAXABLE VALUE	2014 TAXABLE VALUE BEFORE NEW CONSTRUCTION	PERCENT CHANGE	NEW CONSTRUCTION	2014 PRELIMINARY TAXABLE VALUE	PERCENT CHANGE FROM 2013
01 MIAMI	32,735,566,577	33,119,927,491	7.3%	106,913,753	33,226,841,244	7.6%
011 MIAMI (DDA)	12,477,077,438	13,426,725,854	7.6%	-3,412,419	13,423,313,435	7.5%
02 MIAMI BEACH	24,696,578,889	26,862,136,331	9.3%	152,208,101	27,014,344,432	9.9%
0201 MB NORMANDY SHORES	121,339,866	134,271,838	10.7%	91,359	134,363,197	10.7%
03 CORAL GABLES	12,280,770,580	12,717,739,971	3.6%	137,031,459	12,854,771,430	4.7%
04 HIALEAH	6,071,712,847	7,280,410,474	4.6%	16,852,534	7,297,263,008	4.8%
05 MIAMI SPRINGS	910,262,509	941,041,285	3.4%	5,463,933	946,505,218	4.0%
06 NORTH MIAMI	2,085,029,011	2,191,444,866	5.1%	10,700,432	2,202,145,298	5.6%
07 NORTH MIAMI BEACH	1,740,955,090	1,866,062,233	7.2%	3,000,331	1,869,062,564	7.4%
08 OPA-LOCKA	659,709,852	658,785,213	-0.1%	2,300,277	661,085,490	0.2%
09 SOUTH MIAMI	1,433,343,727	1,476,431,008	3.0%	4,169,463	1,480,600,471	3.3%
10 HOMESTEAD	1,805,014,738	1,895,180,282	5.0%	51,089,972	1,946,270,254	8.0%
11 MIAMI SHORES	764,132,319	827,251,746	8.3%	2,531,152	829,782,898	8.6%
12 BAL HARBOR	3,552,782,593	3,952,486,867	8.2%	1,951,172	3,954,438,039	8.3%
13 BAY HARBOR ISLANDS	602,162,980	676,605,821	11.4%	28,321,584	694,927,405	16.1%
14 SURFSIDE	1,144,071,250	1,310,089,698	14.5%	28,786,312	1,338,876,010	16.9%
15 WEST MIAMI	283,943,528	301,925,649	6.3%	138,052	302,103,701	6.4%
16 FLORIDA CITY	414,593,947	408,907,808	-1.4%	1,345,916	410,253,724	-1.0%
17 BISQAYNE PARK	132,789,529	144,581,941	8.9%	-93,524	144,488,417	8.8%
18 EL PORTAL	88,430,341	98,340,021	11.2%	842,566	99,182,587	11.5%
19 GOLDEN BEACH	693,713,276	752,472,060	8.5%	7,729,308	760,201,368	9.6%
20 PINECREST	3,737,105,583	3,878,632,420	3.8%	34,922,892	3,913,555,312	4.7%
21 INDIAN CREEK	431,078,877	447,552,080	3.8%	838,810	448,390,890	4.0%
22 MEDLEY	1,797,187,544	1,763,589,122	-2.4%	9,224,217	1,772,813,339	-1.9%
23 N. BAY VILLAGE	669,073,745	746,543,039	11.6%	1,001,146	747,544,185	11.8%
24 KEY BISCAYNE	6,151,963,029	6,874,951,232	8.6%	22,585,950	6,897,537,182	8.9%
25 SWEETWATER	1,277,173,844	1,311,514,898	2.7%	4,786,593	1,316,301,491	3.1%
26 VIRGINIA GARDENS	183,247,173	187,491,243	2.3%	48,321,238	235,812,481	28.7%
27 HIALEAH GARDENS	909,500,804	931,813,060	2.5%	16,441,313	948,254,373	4.3%
28 AVENTURA	7,786,432,398	8,290,229,617	6.5%	104,081,513	8,394,311,130	7.8%
30 UNINCORPORATED	55,401,054,606	57,637,762,162	4.4%	692,896,543	58,330,658,705	6.5%
31 SUNNY ISLES BEACH	6,904,085,882	7,679,032,753	11.2%	225,030	7,681,282,783	11.2%
32 MIAMI LAKES	2,510,381,667	2,687,835,277	2.3%	7,124,647	2,694,960,924	2.6%
33 PALMETTO BAY	2,400,102,401	2,458,649,991	2.4%	3,567,147	2,462,217,138	2.8%
34 MIAMI GARDENS	3,324,280,793	3,451,480,819	3.8%	-5,583,716	3,445,897,103	3.6%
35 CORAL	6,882,534,791	9,278,097,448	4.5%	127,856,107	9,405,953,555	7.0%
36 CUTLER BAY	1,769,747,418	1,858,653,935	4.9%	55,904,952	1,914,558,887	8.1%
COUNTY WIDE	197,133,835,904	200,964,151,895	6.0%	1,880,446,863	202,844,602,758	6.3%
FIRE AND RESCUE	114,370,582,277	119,797,251,402	4.7%	1,603,087,854	121,400,339,256	6.1%
LIBRARY	180,215,469,044	190,798,231,315	6.9%	1,194,462,737	191,992,694,052	6.8%
SCHOOL BOARD	215,102,167,520	233,120,460,956	8.4%	1,690,438,200	234,810,900,156	9.2%
S FL WATER MNGT DIST	199,106,798,213	210,933,001,427	5.9%	1,690,438,200	212,623,439,627	6.8%
FL INLAND NAV DIST	199,106,798,213	210,933,001,427	5.9%	1,690,438,200	212,623,439,627	6.8%
THE CHILDREN'S TRUST	199,106,798,213	210,933,001,427	5.9%	1,690,438,200	212,623,439,627	6.8%

Addendum 2

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

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

Addendum 3

Plan Year 2015 Premium Rates

Plan	Tier	Biweekly Premium
High HMO	Employee Only	\$75.00
	Employee + Spouse	\$208.35
	Employee + Child(ren)	\$180.17
	Family	\$287.77
-		
POS	Employee Only	\$100.00
	Employee + Spouse	\$244.54
	Employee + Child(ren)	\$235.86
	Family	\$595.59
-		
NEW OPTION:		-
Select Network	Employee Only	\$0.00
	Employee + Spouse	\$166.00
	Employee + Child(ren)	\$141.00
	Family	\$236.00

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

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

MIAMI-DADE COUNTY,
THE MIAMI-DADE COUNTY AVIATION DEPARTMENT,
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O.,
MIAMI-DADE COUNTY AVIATION DEPARTMENT
EMPLOYEES LOCAL 1542
OCTOBER 1, 2014 17– SEPTEMBER 30, 2017 20

This Agreement signed this 26 ____ day of ~~September~~ January, 2014 2019.

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

For Miami-Dade County

Antonio M. Eiroa, President

Carlos A. Gimenez, Mayor

~~Barbara Carlo~~ Efrain Montana, Vice
President

Edward Marquez, Deputy Mayor

~~Efrain Montano, Gary Feeney,~~ Treasurer

Arleene Cuellar, Director
Human Resources Department

~~Steve Kovacs~~ Johnny Johnekins,
Executive Board

Tyrone W. Williams Esq.
~~Labor Relations~~ Senior Division Director
Human Resources Department

~~Kimberly Siplin~~ Joel Perez, Executive
Board

Lester Sola, Director
Aviation Department

~~Marie Wagner-Ricks,~~ Executive Board

Kenneth Pyatt, Deputy Director
Aviation Department

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

Barbara Jimenez, Assistant Director
Aviation Department

Toni Thomas-Stacey, Division Director 2
Aviation Department

Shelly-Ann Davidson, Labor Relations
Specialist
Human Resources Department

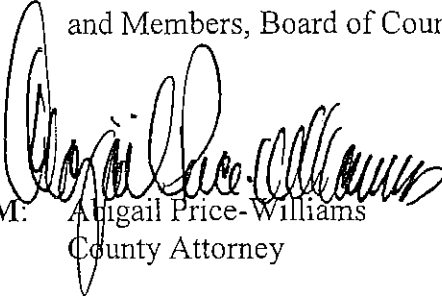


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: January 22, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

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. 14(A)(4)
1-22-20

RESOLUTION NO. R-74-20

RESOLUTION APPROVING AND RATIFYING THE 2017-2020
COLLECTIVE BARGAINING AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, A.F.L.-
C.I.O., MIAMI-DADE COUNTY AVIATION DEPARTMENT
EMPLOYEES LOCAL 1542; WAIVING REQUIREMENTS OF
RESOLUTION NO. R-130-06

WHEREAS, the Mayor and the AFSCME Local 1542, representing Miami-Dade County Aviation Department employees, have concluded collective bargaining resulting in the 2017-2020 collective bargaining agreement attached to the Mayor's memorandum; 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 2017-2020 collective bargaining agreement attached to the Mayor's memorandum was ratified by the AFSCME Local 1542 bargaining unit on December 23, 2019; and

WHEREAS, the Mayor recommends ratification of the 2017-2020 collective bargaining agreement for the reasons set forth in the accompanying memorandum and its attachments, a copy of which is incorporated herein by reference; and

WHEREAS, this Board desires to ratify the 2017-2020 collective bargaining agreement attached to the Mayor's memorandum, accomplish the purposes outlined in the Mayor's memorandum and to waive the requirements of Resolution No. R-130-06,

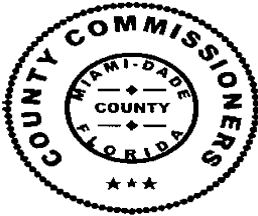
60

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board 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., Miami-Dade County Aviation Department Employees Local 1542, for the period of October 1, 2017 through September 30, 2020, which is attached to the accompanying memorandum and incorporated by reference herein, 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 **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	absent
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 22nd day of January, 2020. 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: Linda L. Cave
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "ER", is written over a horizontal line.

Eric A. Rodriguez
Marlon D. Moffett