

Memorandum



Date: January 19, 2022

Agenda Item No. 9(A)(3)

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

From: Daniella Levine Cava
Mayor

Resolution No. R-56-22

Subject: Approval of 2020-2023 Collective Bargaining Agreement Between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L. – C.I.O., General Employees Local 199

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and ratify the attached 2020-2023 Collective Bargaining Agreement (Agreement) between Miami-Dade County (County) and the American Federation of State, County and Municipal Employees (AFSCME), A.F.L. – C.I.O., General Employees Local 199 (Union).

The attached Agreement was ratified by the bargaining unit on December 2, 2021. The attached contract is submitted for your approval and ratification because the Board's ratification is necessary to make the Agreement binding on the parties under state law.

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

Scope

The impact of this agenda item is countywide.

Delegation of Authority

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

Fiscal Impact/Funding Source

The fiscal impact associated with the various provisions included in this agreement, FY 2020-21 through FY 2022-23, is estimated at \$43.52 million. Funding for the first two years of these concessions is included in the FY 2021-22 Adopted Budget in the reserves of the General Fund and proprietary funds.

Track Record/Monitor

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

Background

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

TERM OF AGREEMENT

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

ARTICLE 7 CHECK OFF

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

ARTICLE 32 LEAVE WITH PAY

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

ARTICLE 35 HOLIDAYS

Juneteenth Holiday will be granted.

ARTICLE 37 OVERTIME COMPENSATION

Modify language to distribute overtime work among employees on a rotational basis as equally as practicable.

ARTICLE 40 ON-CALL

Allows additional departments the ability to place specified employees on-call when needed.

ARTICLE 43 WAGES

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

ARTICLE 47 UNIFORM ALLOWANCE

Increases annual uniform allowance from \$300 to \$400. Provides \$50 shoe allowance to specific employees in Community Action Human Services Department (CAHSD).

ARTICLE 49 SALARY SUPPLEMENTS

Miami-Dade Fire Rescue Department employees in the classification of MDFR Lifeguard 1 who are assigned to the Special Operations Division shall receive a two and one-half percent (2.5%) pay supplement

Fire Department employees in the classification of MDFR Protective Equipment Safety Technician who attain and maintain the MDFR Self-Contained Breathing Apparatus (SCBA) Technician certification shall receive a two and one-half percent (2.5%) pay supplement

Miami-Dade Corrections and Rehabilitation Department employees in the classification of Custodial Worker 2 who have completed the departmental training program (40 hours of chemical control, sanitation, and OSHA) shall receive two (2) pay steps.

Internal Services Department employees in the classifications of Building Management Assistant, Console Security Specialist, and Maintenance Mechanic who are assigned to the Medical Examiner's office shall receive a one pay step pay supplement.

Internal Services Department employees in the classifications of Plumber, Carpenter, Electrician, and Refrigeration AC Mechanic shall receive a \$50 biweekly supplement while performing duties in highly contaminated areas.

Solid Waste Management Department employees in the classification of Mosquito Control Inspector shall receive a three percent (3%) pay supplement.

Seaport Department employees in the classifications of: Seaport Enforcement Specialist, Seaport Hydraulic Mechanic, Custodial Worker 2, Laborer, Semi-Skilled Laborer, Maintenance Mechanic, and Seaport Passenger Boarding Bridge Technician shall receive a five percent (5%) pay supplement.

Seaport Department employees in the classifications of: Electrician, Plumber, Welder, Refrigeration AC Mechanic, Carpenter, Mason, Automotive Equipment Operator 1, Painter and Automotive Equipment Operator 2, shall receive a fifty (\$50) biweekly pay supplement.

Miami Dade Police Department employees in the classification of Public Service Aide shall receive a one pay step pay supplement.

Department of Regulatory and Economic Resources employees in specified classifications in the Code Compliance Division are eligible for pay supplement(s) based on various levels of certification with the Florida Association of Code Enforcement ("FACE") (up to the cumulative maximum of 6.0 percent).

Department of Regulatory and Economic Resources employees in the classifications of Roofing Inspector, Plumbing Inspector, Mechanical Inspector, Electrical Inspector and Building Inspector while assigned in the Code Compliance Division shall receive a ten (10%) percent supplement for building trade code enforcement.

Department of Regulatory and Economic Resources employees in the classifications of RER Compliance Officer, RER Support Specialist, RER Contractor Licensing Investigator, Lien Collection Representative, Support Compliance Representative, RER Service Representative, and RER Enforcement Information Specialist while assigned in the Code Compliance Division shall receive a three (3%) percent supplement for neighborhood and licensed contractor code enforcement and code compliance support services.

Department of Transportation and Public Works (DTPW) employees in the classification of Passenger Transportation and Regulatory Division (PTRD) Enforcement Officers and Roadway Lighting Inspector shall receive a fifty dollar (\$50) bi-weekly pay supplement.

Department of Transportation and Public Works employees in the classifications of DTPW Traffic Signal Construction Inspector, Traffic Analyst 2, Traffic Control Systems Specialist, Traffic

Maintenance Repairer, Traffic Signal Technician 1, and Traffic Signal Technician 2 shall receive a three (3%) pay supplement.

Solid Waste Management Department employees in the classifications of Welder, Waste Plant Mechanic, Maintenance Mechanic, Maintenance Repairer, Environmental Technician 2 and Semi-Skilled Laborer assigned to Truck Wash, shall receive a \$50 bi-weekly pay supplement.

ARTICLE 50 LONGEVITY BONUS

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

ARTICLE 72 SPECIAL WAGE PROVISIONS

Solid Waste Management Department employees in the classification of Landfills System Mechanic assigned to Landfill shall receive a \$200.00 biweekly pay supplement.

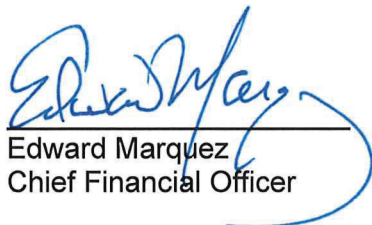
Identified full-time bargaining unit employees who were not allowed to work from home and did not receive any COVID-related bonuses will be paid a one-time bonus of \$250.

ARTICLE 75 TERM OF AGREEMENT AND REOPENING

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

The County has the right to reopen Article 56 (Group Health Insurance) of this agreement for healthcare redesign. The County may invoke the reopener clause by written notice to the Union no sooner than January 1, 2022. In the event that any other County Union receives a more favorable COLA, the contract will be subject to an automatic "me too" COLA.

Attachments


Edward Marquez
Chief Financial Officer

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY FLORIDA,
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
A.F.L. – C.I.O.
GENERAL EMPLOYEES, LOCAL 199
OCTOBER 1, 2017 20 – SEPTEMBER 30, 2020 23**

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## **ARTICLE 1**

## **AGREEMENT**

This Agreement is made and entered into on the first day of October, 2017 20, by and between Miami-Dade County (hereinafter referred to as the County) and the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., General Employees, Local 199 (hereinafter referred to as the Union). Said Agreement to be effective on the above date provided that it has been ratified by the Union and the Board of County Commissioners of Miami-Dade County, Florida, and the provisions will only be applicable to current and/or perspective employees within the bargaining unit on or after the effective date of ratification.

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

## **ARTICLE 2**

## **PURPOSE AND INTENT**

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

Upon ratification, the provisions of this Agreement will supersede Personnel Rules, Administrative Orders, Implementing Order, and/or other rules and regulations in conflict herewith. However, if no conflict exists, employees shall be governed in all respects by those Personnel Rules, Administrative Orders, Implementing Orders and all other County rules and regulations. The County retains the right to establish through Administrative Order, Implementing Order or Personnel Rules practices or procedures which do not violate the provisions of this Agreement.

## **ARTICLE 3**

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

1. The Union recognizes that management possesses the sole right, duty, and responsibility to operate and manage the County and direct the work force, and the rights, authority, and discretion which the County deems necessary to carry out its responsibilities and the missions shall be exercised consistently with these terms. Any term and condition of employment, other than wages and benefits, not specifically established or modified by this Agreement shall remain solely within the discretion of the County to modify, establish or eliminate. The rights contained in this Article shall be exercised consistently with Article 65 - Prevailing Benefits.
2. The County reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulations including but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department or County Agency (Agency) Rules or Regulations, not in conflict with the express written provisions of this Agreement. This right and authority shall include but is not limited to the County's right to revise promotional criteria and the duration of promotional eligibility lists.
3. The County's rights and powers include, but are not limited to the authority to:
  - a. Determine the missions and objectives of the County;
  - b. Determine the methods, means and number of personnel needed to carry out Departmental or Agency responsibilities;

- c. Take such actions as may be necessary to carry out services during emergencies declared by the County Mayor;
  - d. Direct the work of the employees, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;
  - e. Discipline or discharge employees for just cause;
  - f. The right to make reasonable rules and regulations. The County will inform the Union of any changes in the existing rules and regulations and the establishment of new rules and regulations before such changes are made effective;
  - g. Schedule operations and shifts;
  - h. Introduce new or improved methods, operations and facilities;
  - i. Hire, examine, classify, promote, train, transfer and assign employees;
  - j. Schedule and assign overtime work as required;
  - k. Contract out for goods or services; provided that the County gives the Union at least 60 days written notice in contracting out for services currently being performed by bargaining unit employees. The County will provide to the Union copies of Requests for Proposals (RFP) that specifically pertain to the contracting out for services that are currently being performed 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. Except in emergencies or other situations of immediate need, whenever the department is considering contracting out work that is currently being performed by the bargaining unit, it shall first discuss, when feasible prior to the issuance of the RFP, the intended contract with the Union in a regular or special Labor Management Committee meeting in which the department shall discuss its reasons for the intended contracting. The Union may, within twenty (20) days or less, propose an alternative plan by which the work may be done economically, efficiently and in accordance with required laws and regulations by appropriate members of the Bargaining Unit. The parties agree that any alternative proposal submitted by the Union shall be given full and fair consideration in any decision regarding such contract. The parties agree that consultation with the bargaining unit shall not delay the issuance of the Request for Proposal.
  - l. Determine the utilization of technology;
  - m. Such other rights, normally consistent with management's duty and responsibility for operation of County services; provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that the decisions may have on terms and conditions of employment.
4. The County, in exercising its rights, will not preclude the Union from raising a grievance for an act which is alleged to violate this Agreement.

## **ARTICLE 4**

## **RECOGNITION OF UNION**

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

## **ARTICLE 5**

## **BARGAINING UNIT**

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 1362 is as follows:
  - Included: All full-time and regular part-time non-professional, non-supervisory personnel employed solely by Miami-Dade County in job classifications specifically defined in Exhibit I. (Attached hereto and made a part hereof by reference).
  - Excluded: All professional, supervisory, managerial and confidential personnel employed by Miami-Dade County, all employees of the Public Health Trust, and all temporary, seasonal, substitute and emergency personnel employed by Miami-Dade County or the Public Health Trust (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 twenty (20) hours or more per week for at least six (6) months per year.
2. Probationary, exempt, and regular part-time employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan, County Leave Manual and other regulations in effect prior to the execution of this Agreement and there shall be no applicability of this Agreement or change in any of the wages, benefits, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such applicability or changes are specifically stated in this Agreement with reference to such employees.
3. It is agreed that if and when new position classifications are created by action of the Board of County Commissioners, the questions of inclusion or exclusion within the Bargaining Unit shall be settled in accordance with state law.

## **ARTICLE 6**

## **NON-DISCRIMINATION**

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

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

## **ARTICLE 7**

## **CHECK OFF**

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues and uniform assessments of such employee from his biweekly pay and remit such deduction to the Treasurer of the Union within ten (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 regular dues deduction. The Union will notify the County, in writing, at least 90 days prior to the date any uniform assessment will be deducted. Uniform assessments shall be limited to one (1) request per calendar year. The County, with at least 90 days prior written notice, will provide a payroll deduction for the Union's political action committee.

An employee may upon 30 days written notice to the County and the Union revoke his dues deduction. Notice to the County alone shall not be sufficient. Should Chapter 447.303 Florida Statutes be amended, the amendment will supersede the applicable sections of this Article.

It is agreed and understood that the County, through its Mayor, Elected/Appointed Agency Official (i.e., Clerk of Courts, and Property Appraiser) and 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.

Upon ratification of this Agreement, the County shall provide a second payroll deduction for the Union's political action committee (PEOPLE). The first deduction will be considered a low deduction and the second will be considered a high deduction.

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

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

## **ARTICLE 8**                      **GRIEVANCE PROCEDURE**

1. In a mutual effort to provide harmonious working relationships between the parties to 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 as to the interpretation of and application of the provisions of this Agreement.
2. A "grievance" shall be defined as any dispute arising from the interpretation or application of this Agreement with respect to terms and conditions of employment, except as otherwise provided in this contract. A class grievance (general grievance) shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances should attempt to name all employees or classifications covered in a grievance. Class grievances, at the option of the Union, may be submitted at Step 2, 3, or 4. When a grievance is filed, the Union and/or grievant will state the alleged violation of the Agreement claimed, the date, if known, or the approximate date, upon which the violation occurred, the facts of such violation, the Article of the Agreement violated and the remedy sought by the Union and/or grievant.
3. Reprimands, position classifications, classification appeal, job descriptions, performance evaluation appeals, disability determinations, and similar matters for which other appellate procedures are provided in the Code or Administrative Orders of Miami-Dade County or other provisions of this Agreement and formal counseling are not subject to review as grievances. However, refusal to (1) process an application or appeal, (2) follow time limits, (3) permit an employee a right of representation or (4) denial of a right to receive a reply, are expressly grievable.
4. Grievances shall be processed in accordance with the following procedure:
  - Step 1. The aggrieved employee, with the Union Steward if the employee so desires, shall discuss the grievance with the immediate supervisor within ten (10) calendar days of the occurrence or knowledge giving rise to the grievance.
  - Step 2. If after discussion with the immediate supervisor the grievance has not been resolved, the grievance shall be offered in writing and shall be forwarded within ten (10) calendar days by the aggrieved employee and/or Union to the intermediate supervisor. The

intermediate supervisor's response shall be submitted in writing to the employee, with a copy to the Union, within ten (10) calendar days.

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

Step 4. If the grievance has not been satisfactorily resolved in Step 3 hereof, the aggrieved employee and/or the Union may present the written appeal to the Elected/Appointed Agency Official or Department Director within fifteen (15) calendar days. The Elected/Appointed Agency Official or Department Director shall respond to the employee with a copy to the Union within fifteen (15) calendar days.

5. Failure by the employee or the Union to observe the time limits for submission of a grievance at any step will automatically result in the grievance being considered abandoned. Failure by the County to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.
6. Each party shall be allowed one (1) extension of time, not to exceed seven (7) calendar days. This extension can be used only once during the grievance. The other party must be notified of the requested extension.
7. The parties acknowledge that as a principle of interpretation, employees are obligated to work as directed while grievances are pending.
8. All responses required in steps 2, 3, and 4 above shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance on any step of the procedure must contain the reasons for the rejection.
9. Prior to petitioning for arbitration for an unresolved grievance, either party may request a special labor management committee meeting to include a representative(s) of the Labor Relations Division and/or the Director of 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 8 shall be tolled until the conclusion of such meeting which shall occur within 30 calendar days of the request.

## **ARTICLE 9**            **ARBITRATION**

1. If the decision of the Elected/Appointed Agency Official or Department Director has not satisfactorily resolved the grievance, the Union may request Arbitration, in writing, to the Director of Labor Relations and Compensation no later than (15) fifteen working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the Elected/Appointed Agency Official or Department Director. Upon receipt of request for Arbitration and in no event later than fifteen (15) working days, the Director of Labor Relations and Compensation shall set in motion the necessary machinery to expedite an early hearing by the Arbitrator. Subsequent to the request for arbitration, either party may request a labor management committee meeting to discuss resolution of a pending grievance.
2. The Union shall have the right to any facts or public documents regarding matters upon which arbitration has been requested. The Union shall be able to conduct a full investigation of matters upon which arbitration has been requested. All requests of the Union pursuant to this provision shall be fulfilled within a reasonable period of time after the request is made. As a principle of

interpretation, "a reasonable period of time" within the meaning of this provision shall mean within a sufficient time prior to an arbitration hearing to permit the Union to properly prepare its case. When the Union states that they have not had sufficient time to prepare, a postponement shall be requested by the Union.

3. At the arbitration hearing, the aggrieved employee shall be accompanied by his Union Representative and such additional non-employee Union Representatives as shall be approved by the Arbitrator.
4. At the request of either party there shall be a certified court reporter at the hearing.
5. The parties shall bear equally the expenses and fees of the court reporter, the arbitrator and all other expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are directly required to assist the principal Union Representative in the conduction of the case. The intent of the parties is to minimize time lost from work.
6. The Arbitrator shall render his decision no later than 30 days after the conclusion of the final hearing. Such decision shall be final and binding when in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

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

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

7. Matters excluded from the GRIEVANCE PROCEDURE under Article 8, Section 3, and determinations covered under Article 10, CLASSIFICATION APPEAL, and Article 11, JOB DESCRIPTION AND APPEAL, and Article 15, PERFORMANCE EVALUATION AND APPEALS, shall be excluded from arbitration.

## **ARTICLE 10**      **CLASSIFICATION APPEAL**

1. If an employee has reason to believe he or she is misclassified, based upon a significant change in his or her job duties and responsibilities, the employee may apply for a review of the employee's classification, in writing, to the employee's immediate supervisor. Such reclassification request shall be limited to one (1) request for each bargaining unit classification held by the employee during the term of this Agreement. Such request, including a job description prepared by the employee and commented upon by the Department or Agency, shall be forwarded to the Labor Relations and Compensation Division by the employee's Department or Agency within 30 calendar days of receipt of request. Within 60 calendar days of receipt of the request for reclassification, the Labor Relations and Compensation Division shall render a decision in writing.
2. If the decision of the Labor Relations and Compensation 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 or her choosing and may produce any documents and evidence to support the 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.

3. Whenever the Human Resources Director, determines that an employee is misclassified, the employee shall be placed in a current, appropriate classification, unless the Human Resources Director, determines that there is no existing appropriate classification. In such cases the Human Resources Director, shall establish the classification, job description and pay range, which shall be maintained during the term of this Agreement. In the event the request for reclassification is granted on appeal, the employee shall receive compensation beginning with the pay period that the original request was initiated.
4. The Human Resources Director's, decision shall be final and binding and not subject to further appeal.
5. The County will notify and confer with the Union of the following classification actions that affect the Bargaining Unit's classifications prior to finalizing the classification action:
  - a) Reclassification of a filled position (s) to a new classification outside of the Bargaining Unit.
  - b) Reclassification of a Bargaining Unit classification to a new classification outside of the Bargaining Unit.
6. In the event that the reclassification of a position is only a title change, the time served in the previously titled position shall be credited to the new classification.

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

1. No employees covered by this Agreement shall be required to do work outside their job classifications, except Elections or under emergency conditions as declared by the County Mayor or his authorized representatives.
2. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the County shall discuss with the Union the proposed change in job descriptions. The Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.
3. If the Union is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 1 above, request a hearing before the Director of Labor Relations and Compensation Division. This hearing shall be held at a mutually agreeable time, within 30 days.
4. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job descriptions, the County may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees as long as the tasks and duties assigned fall within skills and other factors common to the classification.
5. It is understood by the Parties, the duties to be added in the proposed change in the job description shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the County, other than the addition of new duties, shall be reasonable under the circumstances.
6. Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees affected, who desire to give such testimony, provided that Union

and County will agree on a representative number of employee witnesses to insure a full hearing on the merit of the issues. Appropriate County Management shall appear in support of the proposed changes. The decision of the Human Resource Director shall be final.

## **ARTICLE 12**      **LABOR MANAGEMENT COMMITTEE**

### **Committee Formation**

There shall be a Labor Management Committee formed within each Department or Agency affected by this Agreement. Said Committee shall consist of members designated by the Union and of members designated by the Elected/Appointed Agency Official or Department Director of each affected Department or Agency. The Union membership of such Committee shall consist of persons from within the position classifications covered by this Agreement and the Management shall consist of persons within the affected Department or Agency, but outside of the Bargaining Unit, as herein defined. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor Management Committee Meetings.

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

The composition of each Department or Agency Labor Management Committee shall consist of not more than ten (10) members designated by the Union and not more than ten (10) members designated by the Elected/Appointed Agency Official or Department Director.

### **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 or Agency 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.

### **Labor Management Cooperation and Quality Service**

The County and the Union pledge to work together cooperatively in a mutual determination to build and maintain a career public service that is dedicated to the principle of quality performance on behalf of all the people of Miami-Dade County.

To achieve this goal, the parties agree to establish County Labor-Management Committees composed equally of labor and management members named by Union and Management respectively. These Committees and subcommittees similarly constituted in the various departments or agencies will operate by consensus and will concern themselves with issues cited below and such other issues as by mutual agreement they choose to consider.

Resolution of specific matters clearly covered by the Agreement will be in accordance with the procedures elsewhere described in the Agreement. Matters relating to the quality and effectiveness of the career public service will be considered to be within the jurisdiction of the Labor Management Committee structure. The Committee may discuss any topics of mutual concern but shall not be used as a collective bargaining forum to amend or abridge the specific terms of the Agreement.

Career employment opportunities for regular part-time employees, training, and cross-training programs, discussion of proposed job classifications, joint discussions of job certifications, and employees required to be on-call are examples of potential subjects for this committee's review.

The Committee may also be involved in matters that affect the efficiency and availability of services provided to the community. Experienced employees, labor and management, may serve on special committees that are responsible for the purchase of sensitive new technology, equipment and supplies; that are considering the reorganizing of space and methods of providing service; that may review the hours of operations, and other vital factors that may contribute to the efficiency and cost-effectiveness of the service.

Recommendations emanating from the committee must be approved by Director of Labor Relations and Compensation and the County Mayor before being implemented. The County Mayor's decision shall be final on all recommendations. The County Mayor's decision shall not be grievable or arbitrable, or be reviewable through impasse procedures provided for in Chapter 447, F.S.

The County Labor Management Committees will meet at mutually agreeable times.

#### Performance Based Compensation Projects

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

Either party shall have the right, at any time during the term of this Agreement, to reopen this Agreement only with respect to Performance Based Compensation Projects. The parties agree that they cannot unilaterally implement changes which would conflict with the terms of this Collective Bargaining Agreement.

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

The Union has the right to select employees from within the Bargaining Unit, as herein defined to act as Union Stewards. The names of employees selected shall be certified, in writing, to the Director of Labor Relations of Miami-Dade County by the Union.

It is agreed to and understood by the parties to this Agreement that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The Supervisor's approval shall not be unreasonably withheld. It is agreed to and understood by the parties to this Agreement that there shall not be more than 300 stewards within the Bargaining Unit, as herein defined. It is agreed to and understood by the Union that Union Stewards shall process grievances and conduct their other duties in such a manner as to not disrupt normal County activities, work production and services. Distribution of Union Literature shall not be done in work areas during work times.

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 24 hours. The investigation of a pending grievance or personal conduct of employees during work times by Employee Representatives, 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.

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

The total amount of time granted to the Union Representatives cumulatively to process grievances and to attend union functions shall not exceed the 6,500 hours in total for each contract year of this Agreement in accordance with Article 32. Time taken off under this provision shall be charged to the Union Activity Leave.

Union Representatives, i.e., Non-employee Union Business Representatives, shall be certified, in writing, to the Director of Labor Relations for Miami-Dade County by the Union. The Union agrees that activities by the Union Representatives shall be carried out in such manner as not to disrupt normal Departmental or Agency activities, work production and services.

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

1. An employee may be disciplined only for just cause.
2. Whenever it is alleged that an employee has violated any rule, regulation, or policy, that employee and the Union shall be notified as soon as possible regarding the specific rule, regulation, or policy allegedly violated. The County agrees that notification of a proposed disciplinary action shall occur within a reasonable period of time following the conclusion of the investigation leading to the disciplinary action. The employee shall have the right to representation in discussions concerning actual or pending Disciplinary Action and shall receive a minimum of two (2) working days notification prior to the scheduled session for Disciplinary Action presentation. Notice of Disciplinary Action shall be presented to the employee as soon as practicable after completion of any investigation. The employee must be allowed the opportunity, if desired, to respond orally or in writing no more than 10 days after receipt. The employee's response must become a part of the Disciplinary Action Report and taken into consideration prior to a final determination being made.
3. The County agrees to promptly furnish the Union a copy of any disciplinary action notification against an employee in this Bargaining Unit at the same time the employee receives notification. The notice of disciplinary action shall contain allegations of specific personnel rules violated by the employee.
4. Any Performance Evaluation, Record of Counseling, Reprimand, or document to which an employee is entitled shall not be part of the employee's official record until the employee has been offered or given a copy. The copy offered or given to the employee shall be in paper form.
5. Discipline and/or counseling will normally be carried out in a manner which does not embarrass the employee. Neither formal nor informal counseling is considered to be disciplinary action. An employee being presented a formal counseling may request a representative. Both should be viewed as efforts to improve performance. An employee who receives a formal record of counseling or a disciplinary action report will be permitted to attach a written rebuttal to the counseling form or respond to the disciplinary charges, by submitting it within ten (10) days from the receipt of the counseling or disciplinary action report. The formal record of counseling or disciplinary action report and rebuttal, if any, will be reviewed by the supervisor of the employee who prepared the counseling, prior to it being placed in the affected employee's personnel file. An employee may through their respective department request a Record of Counseling form be marked "Document 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. A non-adversarial question and answer discussion may occur, at the discretion of either party, during the ROC presentation.

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

6. An employee who is absent without authorized leave for three (3) consecutive work days and is considered to have abandoned the position shall have a right to petition the Human Resources Director for a review of the facts in the case. The Human Resources Director shall rule as to whether the circumstances constitute abandonment of position. Only facts concerning the alleged abandonment shall be considered by the Human Resources Director. The Human Resources Director's findings and rulings shall be in writing. The Human Resources Director's decision shall be final and binding.
7. The County shall cooperate in a reasonable manner to facilitate the Union's investigation by providing access to public records and documents related to disciplinary action in a timely fashion. Documents directly related to the Disciplinary Action Report (DAR) will be provided once at no cost to either the employee or the Union after the final action.
8. All disciplinary actions will be appealable by the employee, as provided in Section 2-47 of the Miami-Dade County Code, to a Hearing Examiner. The County agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters. The Union may request in writing to the Human Resources Department Director that a specific Hearing Examiner be removed for cause from the roster of available Examiners.
9. 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 suspensions through the grievance procedure contained in Article 8 of this Agreement. The Union shall notify the Director of Human Resources for Miami-Dade County in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance procedure or 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 appealed 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 concerned Department or Agency in its sole discretion, may offer to an employee the option of forfeiting accrued annual or holiday leave in lieu of serving a disciplinary suspension. Employees selecting this option, that is authorized and approved by the Department or Agency, shall select this option in lieu of appeal. The documentation of the suspension will be a part of the employee's work record and remain in their personnel file.

10. The County agrees to work with the Union to develop and implement uniform disciplinary action guidelines and mediation procedures to be utilized prior to going to the Miami-Dade County Code, Section 2-47, disciplinary appeal process or arbitration. The developed guidelines shall be a joint venture, representing a collaborative effort between the County and the Union to enhance the effectiveness and efficiency of all County departments or agencies.

## **ARTICLE 15**                    **PERFORMANCE EVALUATION AND APPEALS**

The County shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness and compliance with rules and regulations. The purposes of evaluations 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.

A permanent status employee who has received an overall evaluation of unsatisfactory or needs improvement may appeal by first requesting a review of the Performance Evaluation by his or her Elected/Appointed Agency Official or Department Director or designee(s), within ten (10) calendar days of receipt of the evaluation. The Elected/Appointed Agency Official or 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 or equivalent position as determined by the County, within ten (10) calendar days after receipt of the Department Director's or designee(s) decision. The affected department has the right to have a representative present throughout the entire appeal hearing.

The Human Resources Director or equivalent position as determined by the County, will appoint a three person supervisory level panel, none of whom shall be from the appealing party's department, to act as an informal fact finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The hearing shall be informal, a transcript is not to be kept and there will 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 30 calendar days following the hearing, the panel will submit a written report of their findings and decision to the Human Resources Director or equivalent position as determined by the County. 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 or equivalent position as determined by the County will forward the panel's findings and decision to the appropriate department director for implementation.

There shall be no performance evaluation placed in an employee's personnel folder unless he has been first given or offered a copy. An employee's rebuttal to a performance evaluation will be made part of the evaluation record.

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

## **ARTICLE 16**                    **PROBATIONARY PERIOD**

All full time classified service employees hired, promoted or transferred into bargaining unit classifications shall serve a twelve (12) month (26 pay periods) probationary period.

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

Termination of the probationary period by a Department or Agency 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 Miami-Dade County's Personnel Rules and Layoff Procedures Manual.

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.

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

### **Voluntary Demotion**

Below is the process for requests to return to a previous classification which will only be applicable to departments directly under the Mayor's purview:

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 department, 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 17**                      **EMPLOYEE RESIGNATION**

When an employee resigns his employment with the County and fulfills his obligation under the County Personnel Rules, Chapter VIII, Section I, the Personnel Change Document reflecting the termination of

employment shall indicate the employee voluntarily resigned and was in "good standing." This Article shall not apply to employees who resign in lieu of disciplinary action.

## **ARTICLE 18**            **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 or Agency 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.

Part-time positions which result in a regular schedule that is equal to or greater than seventy (70) hours bi-weekly shall be evaluated for conversion to a full-time position as part of the annual budget preparation process.

Within a specific Department or Agency, and within a specific classification, and upon successful completion of the pre-employment interview and requirements during the competitive recruitment process, full-time employment preference shall be granted to regular part-time employees who qualify for career employment, provided the part-time employee:

1. Has not been the subject of disciplinary action, repeated formal counseling, or below satisfactory performance evaluations in the previous two years.
2. Has not exhibited poor attendance or incurred excessive unexcused absences during the year prior to the interview, provided that such evaluation of these occurrences is in accordance with the provisions of the Family Medical Leave Act (FMLA).

Current part-time employees that apply and meet the minimum qualifications for a job opening within their current classification and department, will be given a courtesy interview for full-time employment.

## **ARTICLE 19**            **RECRUITMENT AND EMPLOYMENT**

The County will encourage and assist current County employees in upgrading themselves and qualifying for a promotion.

Posting of Vacancies - All vacancies for which approved requisitions have been received by Recruitment, Testing and Career Development shall be posted physically and on the County's website. Every reasonable effort will be made to post the notices at least one (1) week prior to the time the vacancy needs to be filled. The County's internet usage policy shall reflect employees' authorization and reasonable access to the County's intranet for the purpose of reviewing and applying for vacancies posted on the County's website.

Open Competitive Examinations - Permanent status County employees competing on open competitive examinations who attain a passing score shall receive preference points, based on the number of years of permanent continuous County service computed on the basis of .5 (five/tenths) points added to their score for each year of such service, to a maximum of ten (10) years of such service.

Promotions within the Bargaining Unit - When a job vacancy is frozen and there is a promotional eligible list in effect, the list will be extended for a period of time equivalent to the time period the job vacancy is frozen.

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

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

### Promotional Interview(s)

The County Mayor reserves the right to discontinue the promotional interview process upon 30 days' notice to the Union.

The promotional interview process will operate under the following guidelines, which will only be applicable to departments directly under the Mayor's purview:

### **DEPARTMENTS**

- Departments will notify AFSCME Local 199 of the date(s), time(s) and location(s) of all promotional interviews, only for their representative classifications, no later than five (5) working days of the scheduled interview.
- Departments are not required to coordinate the scheduling of promotional interviews with AFSCME Local 199.
- In accordance with Florida State Statutes, the notes and score sheets of the interview panel shall remain confidential and will not be published to the representative.

### **AFSCME LOCAL 199**

- AFSCME Local 199 will be allowed one (1) representative to observe the promotional interview(s).
- The AFSCME Local 199 President or Union identified designee, are the only persons authorized to serve as its neutral representatives for observing promotional interviews.
- The AFSCME Local 199 representative is not a member of the interview panel and is to only observe and not interfere with the interview process in any way.
- AFSCME Local 199 is to use the same representative to observe promotional interviews that may last over a series of days.
- The AFSCME Local 199 representative is not to disclose any of the questions/answers to any other person.
- The AFSCME Local 199 representative is to be charged "Y" time, on the ePAR, for the time used in observing the promotional interview(s).
- Observation shall be in accordance with the Nepotism Policy of Miami-Dade County.

The terms of the promotional interview process cannot be grieved and are not subject to the grievance procedures outlined in Article 8 of the AFSCME Local 199 Collective Bargaining Agreement.

### **ARTICLE 20**                    **WORK IN HIGHER CLASSIFICATION**

An employee who is authorized by the County to temporarily assume the duties of a higher pay status classification for more than five (5) work days in two (2) consecutive pay periods will receive the in-hiring rate of pay for the higher classification or a one (1) pay step increase (whichever is higher) for all hours worked in the higher classification. The maximum out of class compensation shall be limited to thirteen (13) pay periods unless otherwise mutually agreed to by the parties specifically approved by the Elected/Appointed Agency Official or Department Director and the Human Resources Department Director.

Departments shall screen employees to ensure they meet minimum qualifications prior to assigning the higher level work. Additionally, employees must perform the full scope of the job.

## **ARTICLE 21**

## **ACTING APPOINTMENTS**

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

An acting appointment will be for an initial period of not more than six (6) months, (13 pay-periods.) However, this initial time may be extended for up to an additional six (6) months when the Department requests such extension from the Human Resources Department. The Union and employee will be advised by the concerned Department of a requested extension prior to a final determination by the Human Resources Department. The decision of the Director of the Human Resources Department to extend the acting appointment is final and binding and not subject to the grievance procedure.

## **ARTICLE 22**

## **TRANSFERS BETWEEN DEPARTMENTS OR AGENCIES**

Employees with permanent status may request a transfer to another County Department or Agency. Such request shall be made in writing to the Human Resources Director with a copy to the employee's Department or Agency.

If approved by the Human Resources Director and the employee's Department or Agency, the employee will be placed on the eligible list for his current classification and will be referred for consideration for the next available opening. Employees applying for transfer into non-examination classifications may apply for these positions as they become available. Pay rate of the employee will not be a determining factor in acceptance or rejection of the transfer by the Department or Agency.

A transfer must be approved by both the Elected/Appointed Agency Official or Department Director affected and the employee concerned. Transferred employees will serve a normal probationary period in the new position and, if their performance is not satisfactory and they hold permanent status in a position in another County Department or Agency, they will be returned to their original Department or Agency.

Employees selected for transfer by the receiving Department or Agency shall be transferred within one (1) pay period of their acceptance whenever possible.

## **ARTICLE 23**

## **TRANSFERS WITHIN A DEPARTMENT OR AGENCY**

The parties agree that County Departments have the authority to transfer and assign employees to work schedules and work locations. Transfers shall not be utilized in lieu of disciplinary actions; however, transfers may be used in conjunction with a disciplinary action. It shall be the right of the Department or Agency to transfer employees for reasons that will improve the effectiveness or efficiency of the Department or Agency, in accordance with the provisions of this Agreement. The department will make all reasonable attempts to place employees in a location close to their home.

Where portions of departments are transferred from one geographical location to another, senior employees shall be given preference, whenever feasible, in the selection of work location. Nothing provided herein shall prevent temporary assignments to facilitate transfers to or opening of new work locations.

Except in cases of emergency or unforeseen circumstances, the Department or Agency will give fourteen (14) calendar days' notice to employees being transferred, reassigned, or having their shifts changed.

An employee may submit a written request to their Department Director for consideration of a transfer to an open position in their current classification within the department. The decision of the Department Director shall be final and binding, and not subject to the grievance procedure.

## **ARTICLE 24**            **LEADWORKER**

Leadworkers, as defined in the Miami-Dade County Pay Plan, shall not serve as a "Rater" of performance evaluations of other employees.

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

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

If a Leadworker is rated on the basis of supervisory ability, it will only be to the extent actually exercised.

Leadworkers shall be assigned or removed at the sole discretion of the County.

## **ARTICLE 25**            **LAY-OFFS, RECALL AND RE-EMPLOYMENT RIGHTS**

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

Whenever lay-off 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 classification.

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

Employees shall be laid-off in accordance with lay-off retention scores based upon seniority in the job classification as provided in the Layoff Procedures Manual for Miami-Dade County which the parties agree to revise, provided that this policy shall not go into effect until such time as each of the County's other unions agree to conduct layoffs on the same basis.

In the event of a lay-off, full time employees to be separated by lay-off or bumping shall be given the option of accepting a part-time position within the same Department or Agency if there is an existing part-time position in the same classification, for which they qualify, as determined by the concerned Department or Agency and the Human Resources Department or equivalent entity. In the event there is more than one such employee in a given lay-off 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 in accordance with their sub-category and within the classification they serve. Employees in part-time positions shall be laid-off on the basis of reverse seniority among other part-time positions within the same job classification and Department or Agency only.

In the event of a lay-off, County employees cannot bump Public Health Trust employees nor be guaranteed placement in vacant positions at the Public Health Trust and Public Health Trust employees cannot bump County employees nor be guaranteed placement in vacant positions in the County.

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

In the event that the County prefers to reduce hours of work in lieu of a lay-off, it shall give the Union the option of either accepting the reduction in their hours of work or having a lay-off of employees.

The County may require that employees bumping into a Department or Agency as a result of a lay-off related action satisfactorily demonstrate their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed twenty six (26) pay periods, as determined by the concerned Elected/Appointed Agency Official or Department Director and approved by the Human Resources Division. It is understood that employees bumping into a Department or Agency as a result of a lay-off related action will receive appropriate orientation and training as determined necessary by the concerned Department or Agency. 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 Lay-off Procedures Manual.

## **ARTICLE 26**        **SICK LEAVE**

1. The sick leave policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect.
2. Full-time employees shall earn ninety-six (96) hours of sick leave per year in accordance with the Leave Manual.
3. That portion of a full-time employee's first 48 hours that are unused at the end of the employee's leave year shall be added to the employee's annual leave; the balance shall be deposited in the employee's sick bank. The employee may waive the conversion upon written request two 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.

4. 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 employee's leave year may receive payment for up to 40 hours. A written request within two (2) pay periods prior to the date of conversion **must** be submitted. No retroactive Payroll Attendance Record (PAR) changes will be permitted for sick leave.
5. Regular part-time status employees shall be entitled to sick leave on a prorated basis in accordance with the leave manual.
6. Employees who were hired before January 1, 2015, and who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employees' current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule. Proration shall occur on the unused sick leave balance, and after proration, if the balance exceeds 1,000 hours, shall be reduced to 1,000 hours:

|                                 |             |
|---------------------------------|-------------|
| Less than 10 years              | No Payment  |
| 10 years but less than 11 years | 25% payment |
| 11 years but less than 12 years | 30% payment |
| 12 years but less than 13 years | 35% payment |
| 13 years but less than 14 years | 40% payment |
| 14 years but less than 15 years | 45% payment |
| 15 years but less than 16 years | 50% payment |

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

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

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

7. Employees who were hired into the County Service on or after January 1, 2015, who retire or resign from County service will be eligible to receive payment for up a maximum of 1000 hours of accrued unused sick leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule. However, should the Florida Retirement System's (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's 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:

|                                 |               |
|---------------------------------|---------------|
| 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  |

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.

## **ARTICLE 27**                      **ANNUAL LEAVE**

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

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

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

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

4. All employees in this Bargaining Unit shall receive annually, a statement of all leave (annual, sick, and holiday) balances.
5. The County shall notify the employee that he is reaching the maximum amount of allowable annual leave accumulation. The employee shall then be allowed to reduce the annual leave to avoid the loss of excess accumulation of such leave.
6. Within subdivisions of the Department or Agency, 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. 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. However, more than three (3) consecutive weeks shall be at the discretion of the Department or Agency.

7. Regular part-time status employees shall be entitled to annual leave on a prorated basis in accordance with the County Leave Manual.

## **ARTICLE 28**                    **BEREAVEMENT AND EMERGENCY LEAVE**

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

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

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

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

Regular part-time employees are not eligible for bereavement or emergency bereavement leave. Regular part-time employees are eligible for emergency sick leave.

## **ARTICLE 29**                    **DISABILITY LEAVE**

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

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

## **ARTICLE 30**                    **MILITARY LEAVE**

The County is governed by Federal and State law concerning military leave and all employees represented by this contract shall receive the benefits of such laws.

## **ARTICLE 31**                    **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 (1) 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 (2) pay period's regular salary and \$4,000 dollars.

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

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

## **ARTICLE 32**      **LEAVE WITH PAY**

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

1. For employees to serve on jury duty. Employees serving on Federal jury duty may retain up to a twenty dollar (\$20.00) daily jury fee and employees serving on State, County, or Circuit jury duty may retain up to a ten dollar (\$10.00) daily jury fee; however, any jury fee received in excess of these amounts shall be retained by the County.
2. To be in attendance at official or educational meetings as directed by the Department or Agency.
3. Seven (7) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the County. These employees shall be designated in writing to the Elected/Appointed Agency Official or Department Director and the Director of Labor Relations for the County. The employees shall give reasonable notice to their supervisors.
4. The Union President ~~and~~ Vice President and Secretary/Treasurer or equivalent Union designee will be released from duty with pay to administer this Agreement. It is agreed to and understood between the parties that these bargaining unit employees, who are designated by the Union President for release from duty with pay to administer this Agreement, shall each be from a different County Department. If more than one employee is from the same department, the employee must be of a different classification and division within the respective department. An employee released from duty with pay under this provision shall be exempt from any layoff action that results in the removal of the employee from the bargaining unit.
5. Employees designated by the Union to attend Union functions. The total amount of time granted to all employees cumulatively seeking leave under this provision and Article 13 shall not exceed 6,500 hours for bargaining unit employees in any contract year.
6. Administrative Leave shall be granted to employees to take County Civil Service exams and to appear for job interviews in connection therewith.
7. The Union President and any additional employees released from duty with pay to administer this agreement shall receive an overall performance evaluation rating which shall reflect the average of the three overall evaluation ratings received prior to serving in such capacity.
8. 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.

## **ARTICLE 33**

## **LEAVE OF ABSENCE WITHOUT PAY**

The Elected/Appointed Agency Official or Department Director may grant a leave of absence to an employee with permanent status for a period not to exceed one (1) year. Leaves of absence may be granted for sickness and disability, for religious holidays, to engage in a course of study, to accept an exempt position and for other good and sufficient reasons in the best interest of the County service. Leaves of absence to enter the exempt service, if requested by the employee and approved by the Elected/Appointed Agency Official or Department Director, shall be of indefinite length.

Requests for extension of a leave of absence beyond the period initially approved shall require the approval of the Elected/Appointed Agency Official or Department Director and the Human Resources Director.

## **ARTICLE 34**

## **VOTING**

The County agrees to allow each employee who meets the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production however, the County shall attempt to schedule this time off at either the beginning or end of an employee's work shift. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Whenever possible, scheduling of such voting time will be posted as early as ten (10) working days prior to the date of the election.

### **CONDITIONS**

1. The employee must be a registered voter;
2. Must be scheduled for a shift of at least an 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.

This provision only applies to the day of Elections.

## **ARTICLE 35**

## **HOLIDAYS**

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

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

2. To be eligible for a paid holiday, an employee must be in a pay status for a full day on his assigned work days that immediately precede and immediately follow the day on which the holiday is observed.
3. Regarding the Birthday Holiday, it is to be observed on the day it occurs. If that day is not an employee's normal work day, then it will be observed on the nearest regular work day following the Birthday Holiday. If an emergency situation, as determined by the Elected/Appointed Agency Official or Department Director, requires an employee to work on his/her birthday, the Birthday

Holiday may be delayed for up to six (6) months and another day of the employee's choice, approved by the Department or Agency, shall be designated. The Birthday Holiday must be used within six (6) months from the date of the birthday and is not compensable.

4. Regarding the Floating Holiday, the Department may require as much as four (4) weeks prior notice. The actual day to be used is subject to the mutual convenience of the employee and the Department. Only full-time employees with more than nine (9) pay periods of County service are eligible for this holiday. This holiday is not compensable and must be used during the Fiscal Year and cannot be transferred from one fiscal year to the next.
5. Christmas Eve and New Year's Eve shall not be considered as holidays and they shall be treated as normal work days in all respects during the term of this Agreement.
6. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

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

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

## **ARTICLE 36**            **HOLIDAY PREMIUM PAY AND 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. To qualify for Holiday Premium and Leave, an employee must be in a pay status for a full day on his assigned workdays that immediately precede and immediately follow the day on which the holiday is observed.
2. Holiday Leave can be accrued to a maximum of 240 hours for those employees designated as non-job basis, by the Pay Plan.
3. All employees shall be paid for outstanding Holiday Leave at time of separation. Such payment shall be at the employees current pay rate at separation (except that night shift differential shall not be included in determining pay rate).
4. Holiday Leave shall be credited to job basis employees on an hour for hour basis to a maximum of the employee's normal workday per holiday. Holiday Leave shall be credited to non-job basis employees as outlined in Parts 5, 6, and 7 of this Section. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing the Holiday Leave.
5. Employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (12) hours Holiday Leave hours and time and one-half (1 1/2) for all hours worked in excess of forty (40) during that week. An employee required to work under these circumstances will be paid for at least four (4) hours regardless of the actual hours worked.
6. When a holiday falls on a regularly scheduled day off and the employee does not work he/she shall receive eight (8) hours Holiday Leave.
7. When a holiday falls on an employee's regularly scheduled work day, and he/she is required to work on that day, in addition to his/her regular day's pay, shall receive Holiday Leave or straight

time pay on an hour for hour basis, with a minimum guarantee of four (4) hours regardless of the number of hours actually worked.

8. Employees who regularly work 4/10 hour days per week shall receive fifteen (15) hours of Holiday Leave on an hour for hour basis, up to a maximum of ten (10) hours under Part 5, above, and ten (10) hours of Holiday Leave under Part 6, above.

## **ARTICLE 37**            **OVERTIME COMPENSATION**

1. It shall not be the policy of the County to have its employees work frequent or consistent overtime. However, when non-job basis employees are directed to work overtime, in addition to their regular hours, they shall be compensated as follows:
2. The rate of time and one-half of the normal rate of pay shall be paid for all work authorized to be performed in excess of the normal workday.
3. Additionally, all work authorized to be performed in excess of the normal work week shall be paid at the rate of time and one-half of the normal rate of pay provided that Overtime hours worked shall not be included in determining the normal work week.
4. For purposes of interpretation, all hours in pay status shall be considered as hours worked, except for sick leave and annual leave.
5. An employee who works at least two (2) hours beyond the normal work day shall be allowed one-half (1/2) hour for meal time with pay. An employee who works at least three (3) hours before normal starting time shall be allowed one-half (1/2) hour meal time with pay provided he/she completes the normal shift. This one-half (1/2) hour meal break shall be scheduled and taken at the direction of the County, within reasonable proximity to the normal dinner hour. Such one-half (1/2) hour shall be considered as time worked.
6. An employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime.
7. Overtime worked shall be reflected on the pay stub. The County shall upon request provide the Union with lists of overtime distribution among the employees.
8. Giving consideration to organizational sub divisions of each Department or Agency, assignments and shifts, the County shall distribute overtime work among employees on a rotational basis as equally as practicable.
9. This Article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week.
10. Job basis employees shall not be eligible for overtime compensation.
11. Overtime shall not be paid more than once for the same hours worked.

## **ARTICLE 38**            **WORK SCHEDULING**

It is agreed to and understood by the parties to this Agreement that:

1. The standard work week commences at 12:01 a.m. each Monday and ends at 12:00 p.m. midnight the following Sunday.
2. The standard number of working hours for full-time employees during any standard work week will normally be forty (40) hours unless otherwise specified in the Pay Plan for County Service.

3. The County shall make every reasonable effort to rotate schedules within assigned shifts to distribute weekend assignments equally.
4. An employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime.
5. The County, at its discretion, shall have the sole right and authority to determine, amend, change or modify employees work schedules. Employees shall be assigned or transferred to work schedules at the sole discretion of the County. Employees will be notified fourteen (14) days prior to having their work schedules changed.
6. This article is to be construed only as a basis for determination of overtime and shall not be construed as a guarantee of work per day or per week; nor is it a limitation upon the County's right to reduce the employee's hours of work in accordance with Article 24 - Layoffs, Recall and Reemployment Rights.
7. The County will have the authority to establish and implement employees work schedules.
8. Work schedules (changing the number of hours per day or the number of days per week) will only be altered for department-wide efficiencies or enhancements of services as determined by the County. Any work schedule changes, by a department, must be authorized by the department's respective Deputy Mayor or designee, prior to adoption or implementation.
9. The County will notify and consult with the Union regarding the altered work schedule changes no later than 21-days prior to the employees having their work schedule changed. The 21-days notification requirement, however, may be waived for emergencies declared by the Mayor, exigent circumstances as determined by the department Director and/or when the employee is the subject of an investigation.
10. Employees work schedules will not be arbitrarily altered for reasons other than those listed above.

#### **ARTICLE 39**            **CALL-BACK**

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

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

#### **ARTICLE 40**            **ON-CALL**

Employees of the Information Technology Department (ITD) in the position classifications of Telecommunications Technician, Senior Telecommunications Technician, Systems Analyst Programmer 1, Systems Analyst Programmer 2, and 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.

Employees of the Internal Services Department (ISD) in the position classifications of Heavy Equipment Technician, Light Equipment Technician and Powers Systems Technician, 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.

Employees of the Miami Dade Fire Department (FIRE) in the position classifications of MDFR Aircraft Technician and MDFR Heavy Equipment Technician assigned to the mobile unit, 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.

Employees of the Miami Dade Corrections and Rehabilitation (MDCR) in the position classifications of Electrician, Electronic-Electrical Equipment Tech 2, Locksmith, Maintenance Tech, Plumber and Refrigeration/AC Mechanic, 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.

Employees of the Department of Transportation and Public Works (DTPW) in the position classifications of DTPW Bridge Repairer 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.

Employee's placed "On-Call" status are excluded from Article 39 "Call Back" and overtime compensation is only given for hours actually worked.

#### **ARTICLE 41**                **JOB BASIS**

Employees in classification titles designated in the Pay Plan with a plus (+) are assigned to a job basis work schedule. Employees serving in these positions are required to work varying work schedules as necessary to accomplish the required work, and if more than forty (40) hours of work are required, overtime provisions shall not apply.

Job basis employees who were directed to and worked in excess of their normal work schedule shall be granted administrative leave. Such leave may not be granted on an hour for hour basis. However, job basis employees shall receive adequate time off.

Consistent with the need to complete assigned tasks, a job basis employee who is required to work late on a night preceding a work day may not be held to the normal reporting time if approved by an appropriate level supervisor.

#### **ARTICLE 42**                **EMERGENCY WORK**

1. 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 be paid in accordance with the provisions under Article 37 Overtime Compensation for all time worked during the emergency. This shall not apply to job basis personnel.

2. The County possesses the sole right and authority to take any emergency actions 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 designee(s).

## **ARTICLE 43**            **WAGES**

### **Fiscal Year 2017-18 (First Year)**

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

### **Fiscal Year 2018-19 (Second Year)**

~~Effective the first pay period in October 2018, bargaining unit employees shall receive a Cost of Living Adjustment of one percent (1%).~~

### **Fiscal Year 2019-20 (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%).~~

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

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

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

## **ARTICLE 44**            **ENTRANCE PAY RATES**

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be one (1) year (26 pay periods) based upon satisfactory or above satisfactory job performance.

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

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

## **ARTICLE 45**            **TRADES ALLOWANCE**

Employees with permanent status in the following classifications will receive a trades allowance amounting to one (1) additional pay step.

| <u>OCCUPATIONAL CODE</u> | <u>CLASSIFICATION</u>                         |
|--------------------------|-----------------------------------------------|
| 1237                     | Traffic Signal Technician I                   |
| 1238                     | Traffic Signal Technician II                  |
| 1310                     | Seaport Hydraulics Mechanic                   |
| 1311                     | Seaport Passenger Bridge and Conveyer Tech.   |
| 1731                     | Telecommunications Installer                  |
| 1732                     | Telecommunications Technician                 |
| 1733                     | Senior Telecommunications Technician          |
| 6101                     | Maintenance Mechanic                          |
| 6106                     | Aircraft Technician                           |
| 6506                     | Locksmith                                     |
| 6508                     | Carpenter                                     |
| 6510                     | Electrician                                   |
| 6515                     | Mason                                         |
| 6516                     | Painter                                       |
| 6517                     | Spray Painter                                 |
| 6525                     | Plasterer                                     |
| 6527                     | Plumber                                       |
| 6532                     | Refrigeration/AC Mechanic                     |
| 6537                     | Waste Plant Mechanic                          |
| 6538                     | Waste Plant Electrician                       |
| 6540                     | Sign Painter                                  |
| 6550                     | Power Systems Technician                      |
| 6551                     | Security Alarm Specialist                     |
| 6560                     | Welder                                        |
| 6565                     | Roadway Lighting Technician                   |
| 6572                     | Electronic-Electrical Equipment Technician I  |
| 6573                     | Electronic-Electrical Equipment Technician II |

Employees with permanent status in the following classifications will receive a trades allowance amounting to gross payment of \$20.00 biweekly.

| <u>OCCUPATIONAL CODE</u> | <u>CLASSIFICATION</u>      |
|--------------------------|----------------------------|
| 6112                     | Light Equipment Technician |
| 6114                     | Heavy Equipment Technician |
| 6118                     | Automotive Bodyworker      |

#### **ARTICLE 46**      **TOOL ALLOWANCE**

1. Employees in the position classifications of Aircraft Technician, Automotive Bodyworker, Light Equipment Technician, Carpenter, Electrician, Electronic-Electrical Equipment Technician 1, Electronic-Electrical Equipment Technician 2, Heavy Equipment Technician, Locksmith, Maintenance Mechanic, Marine Craft Technician, Mason, Plasterer, Plumber, Refrigeration/AC Mechanic, Roadway Lighting Technician, Seaport Passenger Bridges/Conveyor Technician, Seaport Hydraulics Mechanic, Senior Telecommunications Technician, Telecommunications Installer, Telecommunications Technician, and Welder who are required by the County to provide their own hand tools in accordance with required tool lists, established and maintained by the County for each classification, will receive \$500.00 net per year as a total tool allowance to be paid in two (2) equal installments on or about May 15, and November 15, of each year.

2. Employees in the position classification of Maintenance Repairer, Maintenance Repairer (Automotive), and Painter who are required by the County to provide their own hand tools in accordance with required tool lists, established and maintained by the County for each classification, will receive \$300 net per year as a total tool allowance to be paid in two (2) equal installments on or about May 15, and November 15 of each year.
3. Each tool list shall include only those tools that are appropriate for the safe and efficient performance by the employee of the work called for by his job classification. Reasonable substitution of tools shall be permitted with authorization of the supervisor. When changes are made in the list, or new tools required, a reasonable period of time shall be allowed each employee to purchase the tools necessary for him/her to comply with the tool list covering his job classification. The County shall make no requirements with respect to brand name or place of purchase of required tools, however; standards of quality set by the County must be met. The tool list shall not include tools or equipment heretofore considered and used as shop tools.
4. Each employee required by County 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.
5. Employees who are unable to complete a full six (6) month period (13 pay periods) in pay status shall receive the tool allowance prorated on a biweekly basis for all pay periods completed.

#### **ARTICLE 47**            **UNIFORM ALLOWANCE**

Full-time employees who are required by County Department policy to wear a prescribed uniform, which is not provided by the County, shall receive the following uniform allowance:

- a) \$150.00 per year if required to wear a prescribed cover coat, smock or vest in addition to their normal attire.
- b) \$250.00 per year if required to wear a full uniform.

Solid Waste Department employees in the classification of Automotive Equipment Operator 1 and Semi-Skilled Laborer assigned to the department's Cart Crews, who are provided uniforms, will be eligible to receive an annual ~~\$300~~ 400.00 uniform maintenance allowance payable in January of each year.

CASHD employees in the classification of Home Care Aide and Adult Day Care Aide will be eligible to receive an annual \$50.00 shoe allowance payable in January of each year.

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

#### **ARTICLE 48**            **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 shall have the sole authority to determine vehicle assignments external to normal shift assignment. Vehicle assignments are understood by the parties to be based upon operational necessity as determined solely by the County.

#### **ARTICLE 49**            **SALARY SUPPLEMENTS**

1. Employees in the Office of the Property Appraiser in job classifications listed in Appendix B of the County Pay Plan who possess a current certification in good standing from the American Society of Appraisers (ASA-Urban), or the American Institute of Real Estate Appraisers (M.A.I.), or the Society of Real Estate Appraisers (SRPA), or the International Association of Assessing Officers (CAE) will receive two (2) pay steps.
2. Employees in the Office of the Property Appraiser in job classifications listed in Appendix B of the County Pay Plan who possess a current certification in good standing from the American Institute of Real Estate Appraisers (RM), or the Society of Real Estate Appraisers (SRA), or the American Society of Appraisers (ASA-Ad Valorem), (ASA-residential), Florida State Certified (Residential or General) Real Estate Appraiser or the International Association of Assessing Officers (PPS or RES) will receive one (1) pay step.
3. Employees in the Office of the Property Appraiser Clerk classification and in those job classifications listed in Appendix B of the County Pay Plan who possess a current Certification of Florida Evaluator in good standing issued by the Florida Department of Revenue will receive one (1) pay step.

Employees in the Office of the Property Appraiser certified prior to the ratification of this Agreement will be eligible to receive a maximum adjustment of no more than the equivalent of three pay steps for any combination of certifications.

Employees in the Office of the Property Appraiser certified after to the ratification of this Agreement will be eligible to receive a maximum adjustment of no more than the equivalent of two pay steps for any combination of certifications.

4. Employees required by their Department to work an eight (8) hour shift with interim time off which consumes more than one (1) hour will receive one (1) pay step in addition to the normal pay rate. Split shift pay differential will not be included in the payment for any accrued leave upon separation.
5. Full-time bargaining unit employees in the Internal Services Department in the classification of Heavy Equipment Technician, Welder, Maintenance Repairer Automotive, and Heavy Truck Tire Repairer, who are performing automotive mechanic related duties on construction, quarry, landfill and garbage/sanitation type equipment shall be eligible to receive the equivalent of one (1) pay step.
6. Full-time bargaining unit employees in the Fire Department in the classification of Fire Safety Specialist 1, who have attained and maintain State of Florida Fire Inspector II Certification, shall receive a one (1) pay step increase above their regular rate of pay.
7. Full-time bargaining unit employees in the Parks, Recreation, and Open Spaces Department (PROS) in the classification of PROS Natural Areas Attendant, and Automotive Equipment Operator 1, that are assigned to and actively participate in prescribed fire operations, ignition, holding, mop-up, monitoring, and any other related tasks shall receive a one (1) pay step supplement only for those hours actually worked at a designated fire event.
8. Full-time bargaining unit employees in the Medical Examiner's Office in the classification of Forensic Evidence Technician, Forensic Photographer, and Forensic Technician, shall receive a one (1) pay step supplement.
9. Full-time bargaining unit employees in the Miami-Dade Corrections and Rehabilitation Department in the classification of Corrections Technician (CT) assigned to Intake Release Bureau (IRB) and the Court Services Bureau, shall receive one (1) pay step supplement.

10. Full-time bargaining unit employees in the Animal Services Department in the classification of ASD Animal Care Specialist, ASD Customer Service Clerk, ASD Shelter Clerk (Receiving Clerk), Veterinarian Technician, ASD Adoption Clerk, ASD Transport Operator, ASD Transport Specialist, ASD Enrichment Specialist, Veterinary Assistant, ASD Disposal Technician, and Maintenance Mechanic, shall receive a five percent (5%) pay supplement.
11. Full-time bargaining unit employees in the Solid Waste Management Department in the classification of Solid Waste Enforcement Officer shall receive a three percent (3%) pay supplement.
12. Full time bargaining unit Fire Department employees in the classification of MDFR Lifeguard 1 who are assigned to the Special Operations Division shall receive a two and one-half percent (2.5%) pay supplement
13. Full time bargaining unit Fire Department employees in the classification of MDFR Protective Equipment Safety Technician who attain and maintain the MDFR SCBA Technician certification shall receive a two and one-half percent (2.5%) pay supplement
14. Full time bargaining unit employees in the Miami-Dade Corrections and Rehabilitation Department in the position classification of Custodial Worker 2 who have completed the departmental training program (40 hours of chemical control, sanitation, and OSHA) shall receive two (2) pay steps.
15. Full time bargaining unit employees of the Internal Services Department in the classifications of Building Management Assistant, Console Security Specialist, and Maintenance Mechanic who are assigned to the Medical Examiner's office shall receive a one pay step pay supplement.
16. Full time bargaining unit employees Internal Services Department in the classifications of Plumbers, Carpenters, Electricians, and Refrigeration AC Mechanics shall receive a \$50 biweekly supplement.
17. Full time bargaining unit employees in the Solid Waste Management Department in the classification of Mosquito Control Inspector shall receive a three percent (3%) pay supplement.
18. Full time bargaining unit employees in the Seaport Department in the classifications of: Seaport Enforcement Specialist, Seaport Hydraulic Mechanic, Custodial Worker 2, Laborer, Semi-Skilled Laborer, Maintenance Mechanic, and Seaport Passenger Boarding Bridge Technician shall receive a five percent (5%) pay supplement.
19. Full time bargaining unit employees in the Seaport Department in the classifications of: Electrician, Plumber, Welder, Refrigeration AC Mechanic, Carpenter, Mason, Automotive Equipment Operator 1, Painter and Automotive Equipment Operator 2, shall receive a fifty (\$50) biweekly pay supplement.
20. Full time bargaining unit employees in the Miami Dade Police Department in the classification of Public Service Aide shall receive a one pay step pay supplement.
21. Full time bargaining unit employees in the Department of Regulatory and Economic Resources in the following classifications in the Code Compliance Division are eligible for pay supplement(s) based on various levels of certification with the Florida Association of Code Enforcement ("FACE") and meeting other requirements:

1. RER Compliance Officer
2. RER Contractor License Investigator
3. Roofing Inspector
4. Plumbing Inspector
5. Mechanical Inspector
6. Electrical Inspector
7. Building Inspector

To be eligible for the FACE supplement, employees in these classifications must meet FACE's certification criteria, responsible for maintaining the FACE certification including paying of FACE's annual membership fees and completing recertification and refresher courses.

The FACE pay supplements are calculated by using a percentage of base pay and are based on the level of certification as follows:

- 1 percent pay supplement upon obtaining level one (1) certification;
- 1.5 percent additional pay supplement upon obtaining level two (2) certification;
- 1.5 percent additional pay supplement upon obtaining level three (3) certification; and
- 2 percent additional pay supplement upon obtaining level four (4) certification. (To the cumulative maximum of 6.0 percent)

Employees in these classifications that seek certification will be eligible for paid educational leave during regular work hours. Failure to renew membership or identification of membership lapse as well as failure to complete refresher courses or recertification(s) will result in suspension of the pay supplement(s) until certification status is restored by FACE.

22. Full time bargaining unit employees in the Department of Regulatory and Economic Resources in the classifications of roofing inspector, plumbing inspector, mechanical inspector, electrical inspector and building inspector while assigned in the Code Compliance Division shall receive a ten (10%) percent supplement for building trade code enforcement.
23. Full time bargaining unit employees in the Department of Regulatory and Economic Resources in the classifications of RER Compliance Officer, RER Support Specialist, RER Contractor Licensing Investigator, Lien Collection Representative, Support Compliance Representative, RER Service Representative, and RER Enforcement Information Specialist while assigned in the Code Compliance Division shall receive a three (3%) percent supplement for neighborhood and licensed contractor code enforcement and code compliance support services.
24. Full bargaining unit employees in the Department of Transportation and Public Works in the classification of PTRD Enforcement Officer and Roadway Lighting Inspector shall receive a fifty (\$50) bi-weekly pay supplement.
25. Full time bargaining unit employees in the Department of Transportation and Public Works in the classifications of DTPW Traffic signal Construction Inspector, Traffic Analyst 2, Traffic Control Systems Specialist, Traffic Maintenance Repairer, Traffic Signal Technician 1, and Traffic Signal Technician 2 shall receive a three (3%) pay supplement.
26. Full time bargaining unit employees the Solid Waste Management Department in the classifications of Welder, Waste Plant Mechanic, Maintenance Mechanic, Maintenance Repairer, Environmental Technician 2 and (Semi-Skilled Laborer assigned to Truck Wash), shall receive a \$50 bi-weekly pay supplement.

## **ARTICLE 50**      **LONGEVITY BONUS**

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

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

| <u>Full-Time Continuous<br/>County Service</u> | <u>Years of Completed</u><br><u>Percentage Payment</u><br><u>of Base Salary</u> |
|------------------------------------------------|---------------------------------------------------------------------------------|
| 15                                             | 1.5%                                                                            |
| 16                                             | 1.6%                                                                            |
| 17                                             | 1.7%                                                                            |
| 18                                             | 1.8%                                                                            |
| 19                                             | 1.9%                                                                            |
| 20                                             | 2.0%                                                                            |
| 21                                             | 2.1%                                                                            |
| 22                                             | 2.2%                                                                            |
| 23                                             | 2.3%                                                                            |
| 24                                             | 2.4%                                                                            |
| 25                                             | 2.5%                                                                            |
| 26                                             | 2.6%                                                                            |
| 27                                             | 2.7%                                                                            |
| 28                                             | 2.8%                                                                            |
| 29                                             | 2.9%                                                                            |
| 30 or more                                     | 3.0%                                                                            |
| 31                                             | 3.1%                                                                            |
| 32                                             | 3.2%                                                                            |
| 33                                             | 3.3%                                                                            |
| 34                                             | 3.4%                                                                            |
| 35 or more                                     | 3.5%                                                                            |

## **ARTICLE 51**      **MILEAGE PAYMENT**

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

## **ARTICLE 52**      **BACK PAY**

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

The County shall be entitled to recover, in a timely manner without interest, 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 biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment 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 deduction from the employee's terminal leave pay.

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

### **ARTICLE 53**                    **NIGHT SHIFT PAY DIFFERENTIAL**

Upon ratification of this Agreement, employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 6:00 p.m. and 6:00 a.m. shall be entitled to receive a differential of two (2) pay steps for the entire work shift. Employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate, but not the night shift premium rate.

Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of one (1) pay step for the entire work shift.

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

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

### **ARTICLE 54**                    **TIME IN GRADE PROVISION**

Upon ratification, employees who are on the maximum of the pay range, L1 or L2 and whose pay anniversary date is greater than two (2) years, may be eligible for a half ( $\frac{1}{2}$ ) pay step (supplement pay).

Once the employee completes five (5) years, they will progress to the next step (and the temporary half [ $\frac{1}{2}$ ] pay step supplement will be removed).

An additional Longevity Step (L3) will be established.

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

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

1. Advancement by a half ( $\frac{1}{2}$ ) pay step 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 a half ( $\frac{1}{2}$ ) pay step beyond the normal maximum rate.
2. Advancement to Longevity Step 1 shall be made after completion of five (5) consecutive years of service at the maximum rate of the salary range. Such advancement will be one (1) pay step beyond the normal maximum rate.

3. Advancement by a half (½) 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 a half (½) pay step beyond the normal maximum rate.
4. Advancement to the Longevity Step 2 shall be made after completion of five (5) consecutive years at Longevity Pay Step 1 of the salary range. Such advancement will be one (1) pay step beyond Longevity Step 1.
5. Advancement by a half (½) 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 a half (½) pay step beyond Longevity Step 2.
6. Advancement to Longevity Step 3 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at Longevity Pay Step 2 of the salary range. Such advancement will be one pay step beyond Longevity Step 2.
7. Longevity increases shall be administered in accordance with the merit concept. These increases shall be granted, deferred, or denied on the basis of the individual achieving annual "satisfactory" or better performance evaluation ratings in a majority of the evaluations conducted during the required length of service period and during the final year.

#### **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 five percent (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.

#### **ARTICLE 55**      **SAFE DRIVING AWARDS**

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

#### **ARTICLE 56**      **GROUP HEALTH INSURANCE**

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

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

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

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

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

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

1. The County's Group Health Insurance will include a Point of Service/Managed Health Care Group Insurance Plan except for new hires as described in Section 3. Employees shall be required to pay the premiums listed in Addendum 2 for the cost of single coverage of this plan.
2. The County will include a Select Advantage HMO Network/Managed Health Care Group Insurance Plan Option and the First Choice Advantage HMO Health Care Group Insurance Plan Option.
3. Effective January 1, 2020 and thereafter, the County will only offer the First Choice Advantage and Select Advantage Medical Plans to employees hired on or after January 1, 2020, and their dependents under the County's Group Health Program. Those who reside outside of Miami-Dade County will only be offered the Select Advantage HMO Plan. All other Medical Plan options will no longer be made available to new hires and their dependents. The "Away From Home" program will still be made available to dependents enrolled in the Select Advantage HMO plan, subject to the existing terms and conditions.
4. The County will provide a \$5.00 biweekly Flex dollar contribution to employees enrolled in the First Choice HMO, Select Advantage HMO or Advantage HMO Medical Plans.
5. The County will provide an annual \$1,000 Flex dollars contribution, paid in biweekly increments, for County employees eligible for group health coverage.
6. All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay the premiums listed in Addendum 2 for the cost of single coverage of this plan.
7. Group Health Insurance premium rates beginning the plan year 2020 are listed in Addendum 2 of this Agreement.
8. The copays for provider services and prescriptions in the County's Group Health Insurance Plan for plan year 2020 are listed in Addendum 2 of this Agreement.
9. The Mayor of Miami-Dade County will maintain a HealthCare Cost Containment Workgroup Meeting which will include representatives from Labor Relations.

10. The Union and the County hereby direct the Employer Designees to implement the cost containment measures set forth in Addendum 1 - Group Health Cost Containment Initiatives. A mini Open Enrollment for Medical Plans only will be held, as soon as administratively feasible for employees to re-evaluate and participate in the plan options for plan year 2020 in light of initiatives being implemented as per Addendum Group Health Cost Containment Initiatives.

With the exception of legislatively mandated changes to health benefits, the County ~~and the Union~~ may ~~mutually agree to~~ reopen this Agreement to negotiate ~~only the cost containment measures~~ for the redesign of the County's health plan for the plan year 2024 4 as provided in Article 75. Union participation shall be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.

## **ARTICLE 57**                    **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 or Agency 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 or Agency shall have the option to change, modify or adjust employee's work schedules to allow for training to comprise the normal work week or work day in place of the regularly assigned shift and in this case overtime provisions shall not apply.

The President and Vice President or designee(s) may attend (limited to two (2) attendees per course) any departmental or County training that is offered at 50 percent of the cost to the County. Provided that request and payments are made to the County no later than ten (10) working days prior to the beginning of the training date.

## **ARTICLE 58**                    **SAFETY AND HEALTH**

1. It is the responsibility of the County to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.
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/she is being required to work under unsafe conditions, he/she 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 or Agency Safety Officer and ISD's 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 Agency or Risk Management Division to be dangerous shall be required to wear safety devices and/or equipment designated by Risk Management or the Department or Agency 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 Agency or Risk Management Division, it shall be furnished by the County at no cost to the employee. Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.

**ARTICLE 59****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 60****ON-THE-JOB INJURY REPORTS**

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

**ARTICLE 61****BULLETIN BOARDS**

The County will furnish the Union with sufficient bulletin board space for up to four (4) Union notices, size 8 1/2" x 14" at each of the agreed locations. The Union shall submit items, other than meeting and election notices, to the Director of Labor Relations and Compensation prior to posting. It is intended for purpose of interpretation that bulletin boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public.

The time clock boxes, as long as they are used by the County, may be used for distribution of Union literature, as defined above. The County agrees not to destroy or discard the Union literature contained in the time clock boxes.

**ARTICLE 62****SERVICES TO THE UNION**

1. The County agrees to furnish the Union once a year one copy of the following for employees in the Bargaining Unit:
  - a) Names, addresses, classification titles, and employee identification numbers.
  - b) List of employees by occupation
  - c) Once every six (6) months a list of new bargaining unit employees hired during the previous six (6) months.
2. The County agrees to furnish the Union twice a year one copy of the B-1 Salary Forecast or its equivalent for employees in this Bargaining Unit.
3. The County agrees to notify the Union within a reasonable period of time and whenever possible within 30 days prior to any public hearing in which personnel matters, relative to this Bargaining Unit, are to be the subject of discussion.
4. The County agrees to provide the Union with the web page link to the following documents and one (1) copy of the Employee Seniority List:

Board of County Commission Agendas  
Administrative Orders and Personnel Policy Procedures  
Examination Announcements  
Training and Benefit Bulletins  
Classifications Specifications (3)  
Employee Newspapers  
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)

5. Special conferences for important matters will be arranged between the Union President and the Director of Labor Relations, or their designated representatives upon request of either party. Such meeting shall be between at least two (2) representatives of the County and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.
6. The County, upon written request, will provide the Union, at no cost, two (2) 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.
7. The County shall notify the Union of scheduled employee orientations (County, Departmental, or Agency) 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.
8. The County will facilitate the availability of a table for the Union at the County Picnic.
9. The County agrees to provide the Union a bi-weekly list of all Bargaining Unit employees in "out of pay" status. Such list will include the name, Department or Agency and status code indicating the reason for the employee being deemed "out of pay." Upon return to work/paid status, the employee's dues deduction shall automatically resume unless canceled. Notice of cancellation shall come from the Union via the established dues transmittal process.
10. All copies of Bargaining Unit lists will be provided in Excel format.
11. The County agrees to furnish the Union with a copy of employees covered by the Bargaining Unit identified as dues paying members, quarterly, in Excel format at no cost to the Union.
12. Upon request from the Union, the County agrees to furnish the Union with a copy of all part-time bargaining unit employees and hours worked for the fiscal year.
13. In an effort to ensure proper training for Union Stewards in the administration of the contract, the County will release up to ten (10) stewards, twice a year, to attend two (2) day training sessions provided by the Union without loss of pay, in accordance with Article 32, Leave with Pay, for a period of no more than four (4) days. The Union shall provide ten (10) working days notification prior to the start of the release date to their respective Department's Human Resources Division and the Labor Relations and Compensation Division of the Human Resources Department.

## **ARTICLE 63**            **TOXICOLOGY AND ALCOHOL TESTING**

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

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

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

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

#### **ARTICLE 64**                    **COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled Term of Agreement and Reopening. The Parties specifically waive the right to bargain during the term of this Agreement with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto.

#### **ARTICLE 65**                    **PREVAILING BENEFITS**

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other benefits of a similar nature currently in effect shall remain in effect under conditions upon which they have previously been granted.

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

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

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

#### **ARTICLE 66**                    **APPLICABILITY OF AGREEMENT**

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

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

#### **ARTICLE 67**            **SEVERABILITY CLAUSE**

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this

Agreement shall not invalidate the remaining portions thereof, in the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE 68**            **STRIKES AND LOCKOUTS**

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

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

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

#### **ARTICLE 69**            **TIME LIMITS**

For purposes of interpretation, all time limits contained in this Agreement shall be considered met so long as the postmarked date on a certified letter is in compliance with the specified time limit, when the postal service is utilized.

#### **ARTICLE 70**            **GENDER REFERENCE**

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

#### **ARTICLE 71**            **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 departments will give full and fair consideration to employees seniority by classification when determining vacation scheduling, shift assignments, overtime work assignments on a holiday, vehicle assignment, 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.

1. Seniority, for other than layoff and retention score computation, shall consist of full time, continuous paid County service by classification. Seniority shall be computed from the date of appointment. Employees possessing equal time within a job classification shall have seniority ties broken by utilizing the following criteria in order:
  - a. Total aggregate time within the Department or Agency.
  - b. Total aggregate time within the division.
  - c. Drawing lots.

Seniority shall accumulate for promotions within the same Department or Agency and during paid absences because of illness, injury, vacation, military leave (paid or unpaid) or other authorized leave. Employees will not lose any previously accrued seniority in the event of a demotion within the same series in the Department or Agency, for example, if a Clerk 3 gets demoted to Clerk 2, his or her seniority will be a total of the time within the classifications of Clerk 2 and Clerk 3 combined.

2. Vacations for each calendar year shall be drawn by employees on the basis of seniority preference. Within operational needs of the Department or Agency scheduled vacations will be honored despite the transfer of the employee.
3. Permanent employees may request assignment to vacant shift positions. Whenever possible within the needs of the Department or Agency, as determined by the Division Director, seniority will be considered in shift selection among employees. This Section will not alter the present rotation system.
4. Probationary employees in entry level positions are not entitled to provisions of this Article.

## **ARTICLE 72**      **SPECIAL WAGE PROVISIONS**

Full-time bargaining unit employees will be eligible to receive a \$70.00 biweekly pay supplement. Full-time Fire Safety Specialist 1 classifications will be eligible to participate in FIREWATCH.

Full-time bargaining unit employees in the Solid Waste Management Department in the classification of Landfills System Mechanic, assigned to Landfill shall receive a \$200.00 biweekly pay supplement.

Upon ratification, all full-time bargaining unit employees who were not allowed to work from home and did not receive any COVID-related bonuses, will be paid a one-time bonus of \$250. This bonus will only apply to employees who worked from April 1, 2020 through the date this contract is ratified and are current bargaining unit employees. Employees who worked from home for more than 2 pay-periods (160 hours) will not be eligible for this benefit.

Full-time bargaining unit employees in the Solid Waste Management Department, Internal Services Department, Miami-Dade Fire Department, Department of Transportation and Public Works and the Department of Regulatory and Economic Resources in the classifications of Enforcement/Compliance Officer(s) who were required to perform inspection and compliance duties from April 1, 2020 through

the date this contract is ratified and are current bargaining unit employees shall receive a \$250 one-time bonus.

Eligible bargaining unit employees will only receive the \$250 bonus once and must be employed on the date of ratification.

## **ARTICLE 73**            **HURRICANES**

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

## **ARTICLE 74**            **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 75**            **TERM OF AGREEMENT AND REOPENING**

The Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., Local 199 - General Employees, shall be effective upon ratification by the Union and approval by the Board of County Commissioners of Miami-Dade County, Florida, which shall be the effective date for all provisions in this Agreement unless otherwise provided in any specific Article. and continue to Once the Agreement is effective, it shall remain in force through and continue to September 30, 2020-~~23~~. The economic benefits of this Agreement shall be applicable only to bargaining unit and/or County employees employed on or after the date of ratification. by the Board of County Commissioners of Miami-Dade County, Florida, notwithstanding the effective date set forth in any particular article.

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

The County shall have the right and the Union may mutually agree to reopen Article 56 (Group Health Insurance) of this Agreement to negotiate only cost containment measures for the health care redesign, of the County's health plan for the plan year 2021. The County may invoke this reopener clause by written notice to the Union no sooner than April 1, 2020. January 1, 2022.

In the event that during the term of this Agreement (October 1, 2017 ~~20~~ to September 30, 2020~~23~~) another Miami Dade County certified collective bargaining unit directly under the purview of the County Mayor successfully negotiates an across the board Cost of Living Adjustment increase which is effective during the term of this Agreement and is greater than the Cost of Living Adjustment increase provided for under Article 43 Wages, the Union shall automatically receive the across the board increase as the other Union.

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

effective October 1, 2020 23. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2020 23 through September 30, 2023 26.

**EXHIBIT 1****CLASSIFICATIONS IN BARGAINING UNIT**

| <b>OCCUPATIONAL TITLE</b>      | <b>OCC CODE</b> |
|--------------------------------|-----------------|
| 311 CALL CENTER SPECIALIST     | 001188          |
| 311 SENIOR CALL CENTER SPCLIST | 001190          |
| ACCOUNT CLERK                  | 000310          |
| ADMINISTRATIVE SUPPORT SPEC    | 000054          |
| ADULT DAY CARE AIDE            | 003217          |
| AIRCRAFT TECHNICIAN            | 006106          |
| ANIMAL BEHAVIOR & TRAINING TCH | 001103          |
| ANIMAL SERV CODE ENFOR CLK     | 001135          |
| ANIMAL SERVICES ENRICHMENT SPE | 001109          |
| AQUATIC LIFE SUPPORT TECH      | 007420          |
| ARCHITECTURAL DRAFTER          | 001029          |
| ASD ADOPTION CLERK             | 001134          |
| ASD CARE SPECIALIST            | 001146          |
| ASD COLLECTION SPECIALIST 1    | 001140          |
| ASD COLLECTION SPECIALIST 2    | 001141          |
| ASD CUSTOMER CLERK             | 001133          |
| ASD DISPATCHER                 | 001132          |
| ASD DISPOSAL TECH              | 001149          |
| ASD LICENSING CLERK            | 001130          |
| ASD PHARMACY CLERK             | 001131          |
| ASD SHELTER CLERK              | 001129          |
| ASD TRANSPORT OPERATOR         | 001101          |
| ASD TRANSPORT SPECIALIST       | 001102          |
| ASST UTILS DAMAGES INVSTGR     | 005935          |
| ASST ZOO SECURITY SUPV         | 007449          |
| AUTO BODYWORKER                | 006118          |
| AUTO EQUIP OPER 1              | 006205          |
| AUTO EQUIP OPER 2              | 006206          |
| AUTO EQUIP OPER 3              | 006207          |
| AUTO SERVICES SPECIALIST       | 000262          |
| AUTO SUPPORT SPEC              | 006123          |
| BENEFITS REPRESENTATIVE        | 001934          |
| BLDG INSPECTOR                 | 002105          |
| BLDG MGT ASST 2                | 006439          |
| BLDG MGT SYSTEMS OPER 2        | 006434          |
| BOOKMOBILE OPERATOR            | 007105          |
| BRIDGE OPERATOR                | 006010          |
| BRIDGE REPAIRER                | 006502          |
| BROADCAST TECHNICIAN           | 002350          |
| BUILDING MANAGEMENT ASSISTANT  | 006439          |
| BUS SHELTER SPECIALIST         | 008447          |
| BUYER                          | 000270          |
| C&R COMMISSARY SPECIALIST      | 004526          |
| C&R COOK 1                     | 004509          |
| C&R INMATE SERV TECH           | 004522          |
| C&R INVESTIGATIONS SPEC 1      | 004535          |
| C&R PRE-TRIAL SERV TECH        | 004540          |
| C&R SUPPLY SPEC                | 004552          |

| OCCUPATIONAL TITLE               | OCC CODE |
|----------------------------------|----------|
| CABINETMAKER                     | 007284   |
| CADASTRAL TECH                   | 001017   |
| CADD TECHNICIAN                  | 000078   |
| CAPITAL INVENTORY CLERK          | 000223   |
| CARPENTER                        | 006508   |
| CASHIER 1                        | 000301   |
| CASHIER 2                        | 000302   |
| CAUSEWAY SERV SPEC               | 001284   |
| YOUTH SERVICES SPEC              | 007128   |
| CLAIMS REPRESENTATIVE 1          | 001903   |
| CLAIMS REPRESENTATIVE 2          | 001904   |
| CLERK 1                          | 000010   |
| CLERK 2                          | 000011   |
| COMMISSION REPORTER              | 004044   |
| COMMUNICATION SERV REP 1         | 001724   |
| COMMUNICATION SERV REP 2         | 001725   |
| COMMUNITY FAM SERV WORKER        | 003138   |
| COMPUTER OPER SPEC 1             | 001818   |
| COMPUTER OPER SPEC 2             | 001819   |
| COMPUTER OPER SUPP CLK 2         | 001801   |
| COMPUTER TECHNICIAN 1            | 001826   |
| CONCESSION ATTENDANT             | 007221   |
| CONSOLE SECURITY SPEC 1          | 006456   |
| CONSOLE SECURITY SPEC 2          | 006459   |
| CONSTRUCTION COST ESTIMATOR 1    | 006452   |
| CONSTRUCTION FIELD REP           | 006601   |
| CONSUMER PROT ENF OFFICER        | 002534   |
| CONSUMER SERVS CUST CLK          | 002502   |
| COOK 1                           | 006086   |
| COOK 2                           | 006087   |
| CORRECTIONAL AIDE                | 004519   |
| CORRECTIONAL PROP CUSTODIAN      | 004515   |
| CORRECTIONS FIRE INSP SPEC       | 004549   |
| CORRECTIONS TECHNICIAN           | 004520   |
| COUNSELOR FOR DISABLED           | 003202   |
| COUNTY COMMISSION CLERK 1        | 004040   |
| COUNTY COMMISSION CLERK 2        | 004041   |
| COUNTY COMMISSION CLERK 3        | 004042   |
| COURT HR OPERATIONS SPECIALIST 1 | 003901   |
| COURT RECORDS SPEC 1             | 004029   |
| COURT RECORDS SPEC 2             | 004030   |
| COURTROOM CLERK 1                | 004055   |
| COURTROOM CLERK 2                | 004056   |
| COURTS APPEARANCE BOND SPEC      | 004051   |
| COURTS CLERC OPERATIONS SPEC     | 004050   |
| COURTS ELECTRONIC OPERS SPEC     | 004018   |
| COURTS EVIDENCE RECORDS SPEC     | 004017   |
| COURTS MAIL CENTER CLERK         | 004014   |
| COURTS PROCUREMENT OFFICER       | 004011   |
| CREDIT & COLLECTIONS REPRESENT   | 000311   |
| CUSTODIAL WORKER 1               | 006001   |
| CUSTODIAL WORKER 2               | 006002   |

| OCCUPATIONAL TITLE             | OCC CODE |
|--------------------------------|----------|
| DATA ENTRY SPECIALIST 1        | 000015   |
| DATA ENTRY SPECIALIST 2        | 000016   |
| DATABASE ADMINISTRATOR         | 001868   |
| DEERING ESTATE RENO&RSTR TECH  | 007228   |
| DEPARTMENTAL PERSONNEL RCD OFF | 000207   |
| DRAFTING SPECIALIST            | 001003   |
| DRIVER ATTENDANT               | 002832   |
| DRIVER MESSENGER               | 006202   |
| DSWM COLLECTION SPECIALIST     | 006343   |
| DSWM ENF & COLLECTIONS CLERK   | 0006327  |
| DTPW FIELD TECH 1              | 008276   |
| DTPW HYDRA MECH                | 001013   |
| DTPW INVENTORY CONTROL SPEC    | 008229   |
| DTPW LICENSING CLERK           | 008203   |
| DTPW PROFESSIONAL CONT SPEC    | 001036   |
| DTPW PROJECTS INSPECTOR 1      | 001223   |
| DTPW PROJECTS INSPECTOR 2      | 001224   |
| DTPW QUALITY ASSURANCE SPEC    | 008241   |
| DTPW SERVICE SPECIALIST 1      | 008278   |
| DTPW SERVICE SPECIALIST 2      | 008279   |
| DTPW STOCK CONTROL SPEC        | 008119   |
| DUPLICATING EQUIPMENT OPER     | 001280   |
| ELEC COMMUNITY INFO SPEC       | 002405   |
| ELECT CAMPAIGN QUAL COOR       | 002401   |
| ELECTIONS FIELD SPECIALIST     | 002402   |
| ELECTIONS GIS SPECIALIST       | 002400   |
| ELECTIONS LOGISTICS TECHNICIAN | 002414   |
| ELECTIONS SUPPORT SPECIALIST   | 002404   |
| ELECTRICAL INSPECTOR           | 002125   |
| ELECTRICIAN                    | 006510   |
| ELECTRONIC DOCUMENT TECH       | 000040   |
| ELECTRONIC ELECT EQUIP TECH 1  | 006572   |
| ELECTRONIC ELECT EQUIP TECH 2  | 006573   |
| ELECTRONIC PARTS SPECIALIST    | 000206   |
| ELEVATOR INSPECTOR             | 002101   |
| ELIGIBILITY INTERVIEWER        | 003001   |
| EMERGENCY HOUSING MANAGER      | 003412   |
| EMS SUPPORT CLERK              | 004128   |
| ENGIN SURVEY TECH 1            | 001010   |
| ENGIN SURVEY TECH 2            | 001011   |
| ENGINEERING PERMIT CLK 2       | 001014   |
| ENVIRONMENTAL TECHNICIAN 1     | 006360   |
| ENVIRONMENTAL TECHNICIAN 2     | 006361   |
| FINANCE COLL&ENFORCEMENT OFF   | 000348   |
| FINANCE COLLECTION SPECIALIST  | 000308   |
| FINANCE SHARED SERV IMAG CLK   | 000366   |
| FINANCE SHARED SERV TECH       | 000365   |
| FIRE & LIFE SAFETY EDUCATOR    | 004156   |
| FIRE RESCUE PROCESSING SPEC    | 004132   |
| FIRE RESCUE SUPPLY SUPERVISOR  | 004119   |
| FIRE RESCUE TELECOM COOR       | 004127   |
| FIRE SAFETY SPECIALIST 1       | 004134   |

| OCCUPATIONAL TITLE             | OCC CODE |
|--------------------------------|----------|
| FIRE&LIFE SAFETY TRAINING REP  | 004131   |
| FLEET MANAGEMENT CLERK         | 006124   |
| FOOD SERVICE WORKER 1          | 006080   |
| FOOD SERVICE WORKER 2          | 006081   |
| FORENSIC EVIDENCE TECHNICIAN   | 002915   |
| FORENSIC INVESTIGATIONS ASST   | 002954   |
| FORENSIC INVESTIGATOR          | 002956   |
| FORENSIC PHOTOGRAPHER          | 002942   |
| FORENSIC RECORDS TECHNICIAN    | 002905   |
| FORENSIC TECHNICIAN            | 002950   |
| FORENSIC/TOX LAB TECHNICIAN    | 002933   |
| GIS GRAPHICS TECHNICIAN 2      | 001811   |
| GIS SPECIALIST                 | 001701   |
| GOLF COURSE LABORER            | 007507   |
| GRAPHICS TECHNICIAN 1          | 000267   |
| GRAPHICS TECHNICIAN 2          | 000268   |
| GRAPHICS TYPESETTER            | 000243   |
| GROUP SALES SPECIALIST         | 007527   |
| GUARD                          | 006008   |
| GUEST SERVICES REPRESENTATIVE  | 007526   |
| HEAVY DUTY CRANE OPERATOR 2    | 006227   |
| HEAVY EQUIPMENT TECHNCIAN      | 006114   |
| HEAVY TRUCK TIRE REPAIRER      | 006103   |
| HOME CARE AIDE                 | 003210   |
| HOMELESS TRUST CONTR MON       | 008644   |
| HORTICULTURAL SPECIALIST       | 007354   |
| HOSPITAL ACCOUNT CLERK         | 000307   |
| HOUSING INSPECTOR 1            | 002155   |
| HOUSING SPECIALIST             | 003440   |
| HR RECORDS TECHNICIAN          | 000458   |
| HR SERVICES CLERK              | 000451   |
| HRIS TECHNICIAN                | 000459   |
| IMAGING RECORDS TECHNICIAN     | 004137   |
| INCOME EVALUATION SPEC         | 000120   |
| INFORMATION TECH INTERN        | 001839   |
| INFORMATION TECH SPECIALIST    | 001841   |
| INTERPRETIVE PROGRAMS ATTENDNT | 007523   |
| INVENTORY CLERK                | 000202   |
| ISD INVENTORY & SUPPLY SPC     | 000231   |
| ISD SECURITY MGT INSPECTOR     | 006455   |
| ISD SUPPLY SPECIALIST          | 000256   |
| ISD UTILITY PLANT OPERATOR     | 006443   |
| IT PURCHASING SPECIALIST       | 001711   |
| JOB TRAINING ASSISTANT         | 003803   |
| JSD CIVIL CITATION SPECIALIST  | 004402   |
| LAB ASSISTANT                  | 002821   |
| LABORATORY TECHNICIAN          | 002814   |
| LABORER                        | 006030   |
| LANDFILLS SYSTEM MECHANIC      | 006536   |
| LANDSCAPE ARCH DRAFTER 1       | 007256   |
| LANDSCAPE ARCH DRAFTER 2       | 007257   |
| LANDSCAPE ATTENDANT            | 007530   |

| OCCUPATIONAL TITLE             | OCC CODE |
|--------------------------------|----------|
| LANDSCAPE MAINT INSPECTOR 1    | 001250   |
| LANDSCAPE MAINT INSPECTOR 2    | 001251   |
| LANDSCAPE MAINTENANCE TECH     | 007220   |
| LANDSCAPE TECHNICIAN           | 007219   |
| LEGAL CLAIMS ADJUSTER          | 001907   |
| LIABILITY CLAIMS ADJUSTER      | 001914   |
| LIABILITY CLAIMS INVESTIGATOR  | 001909   |
| LIABILITY CLAIMS SPECIALIST    | 001902   |
| LIABILITY LEGAL CLAIMS INVGTR  | 001912   |
| LIBRARY ASSISTANT 1            | 007123   |
| LIBRARY ASSISTANT 2            | 007124   |
| LIBRARY ASSISTANT 3            | 007125   |
| LIBRARY ATTENDANT              | 007103   |
| LIBRARY EXHIBITION TECH        | 007112   |
| LIBRARY MEDIA PROJECT INSTRUC  | 007116   |
| LIBRARY PAGE                   | 007120   |
| LIGHT EQUIPMENT TECHNICIAN     | 006112   |
| LITHOGRAPHIC IMAGING TECH      | 000251   |
| LOCKSMITH                      | 006506   |
| MAIL CENTER CLERK 1            | 000209   |
| MAIL CENTER CLERK 2            | 000211   |
| MAINTENANCE MECHANIC           | 006101   |
| MAINTENANCE RELIABILITY CLERK  | 008111   |
| MAINTENANCE REPAIRER           | 006501   |
| MAINTENANCE REPAIRER-AUTO      | 006504   |
| MAINTENANCE TECHNICIAN         | 007253   |
| MARINA ATTENDANT               | 007240   |
| MARINA SUPPORT SPECIALIST      | 007264   |
| MARINE CRAFT TECHNICIAN        | 004116   |
| MARINE EQUIPMENT OPER          | 007260   |
| MASON                          | 006515   |
| MDFR BRTH.APP MAINT TECHNICIAN | 004130   |
| MDFR INVESTIGATIONS SPEC       | 004178   |
| MDFR LICENSING COMPLIANCE TECH | 004129   |
| MDFR LIFEGUARD 1               | 004158   |
| MDFR PROTECTIVE EQUIP SAFE TEC | 009642   |
| MDFR STAFF SCHEDULER           | 004139   |
| MDFR TV PRODUCER               | 004368   |
| MDPD COMMUNITY EDUCATION SPECI | 004341   |
| MDPD INVESTIGATIVE SPEC        | 004332   |
| MDPD POLYGRAPH EXAMINER        | 004242   |
| MDPD SCHOOL CROSSING GUARD     | 004302   |
| MDPD VICTIM ADVOCATE           | 003172   |
| MDPD WARRANTS TECH             | 004319   |
| ME FORENSIC EVID&PROP SPEC     | 002914   |
| MECHANICAL INSPECTOR           | 002145   |
| MEDICAL BILLING CLERK          | 000304   |
| MOSQUITO CONTROL INSPECTOR     | 001252   |
| MOTOR VEH REPAIR ENF OFFICER   | 002545   |
| MUSEUM SECURITY OFFICER        | 007608   |
| NEAT SPECIALIST                | 001030   |
| OCEAN LIFEGUARD 1              | 007267   |

| OCCUPATIONAL TITLE             | OCC CODE |
|--------------------------------|----------|
| OCEAN RESCUE COMM SUPP SPEC    | 007263   |
| OFFICE SUPPORT SPECIALIST 1    | 000020   |
| OFFICE SUPPORT SPECIALIST 2    | 000021   |
| OFFSET LITHOGRAPHER 1          | 000245   |
| OFFSET LITHOGRAPHER 2          | 000247   |
| OFFSET LITHOGRAPHER 3          | 000249   |
| OPERATING SYSTEMS PROGRAMMER   | 001850   |
| PA FIELD EVALUATOR             | 000107   |
| PAINTER                        | 006516   |
| PARALEGAL COLLECTION SPEC      | 000305   |
| PARALEGAL SUPPORT SPECIALIST   | 000312   |
| PARK ATTENDANT                 | 007215   |
| PARK ENFORCEMENT SPECIALIST    | 007222   |
| PARK SERVICE AIDE              | 007202   |
| PARKING LOT ATTENDANT          | 006028   |
| PASSENGER TRANS VEH INSPECTOR  | 002510   |
| PASSENGER TRANSPORTATION COORD | 002505   |
| PASSENGER TRANSPORTATION OFF   | 002520   |
| PASSPORT SERVICES CLERK        | 007104   |
| PERMITS&DRAFTING SERVS SPECIAL | 001015   |
| PEDESTRIAN EDUCATIONAL SPEC    | 004340   |
| PERSONAL PROPERTY EVALUATOR 1  | 000131   |
| PERSONAL PROPERTY EVALUATOR 2  | 000132   |
| PERSONNEL PAYROLL TECH         | 000465   |
| PERSONNEL TECHNICIAN           | 000402   |
| PERSONNEL-PAYROLL TECH WC/DIS  | 000469   |
| PERSONNEL-PAYROLL TECH-BOS     | 000468   |
| PHCD COMPLIANCE REVIEWER       | 003455   |
| PHCD COMPLIANCE TECHNICIAN     | 003454   |
| PHCD HOMEOWNERSHIP SPECIALIST  | 003662   |
| PHCD FIELD OFFICER             | 003438   |
| PHCD HOMEOWNERSHIP SPECIALIST  | 003662   |
| PHCD HOUSING SPECIALIST        | 003440   |
| PHCD MAINTENANCE SPECIALIST    | 003510   |
| PHCD MORTGAGE SERV CLERK       | 003450   |
| PHCD OFFER COORDINATOR         | 003549   |
| PHCD PURCHASING SPECIALIST     | 003546   |
| PHCD PURCHASING TECHNICIAN     | 003553   |
| PHCD REHAB CONSTRUCTION SPEC   | 003541   |
| PHCD SERVICE REPRESENTATIVE    | 003462   |
| PHCD STRUCTURAL MAINT TECH     | 003508   |
| PHCD SUPPLY SPECIALIST         | 003507   |
| PHCD TECHNICIAN                | 003661   |
| PKNG VIOL BUREAU(PVB)LISN      | 004048   |
| PLANNING TECHNICIAN            | 002004   |
| PLASTERER                      | 006525   |
| PLUMBER                        | 006527   |
| PLUMBING INSPECTOR             | 002135   |
| POLICE COMPUTERIZED RPT SPEC 2 | 004348   |
| POLICE COMPUTERIZED RPT SPEC 3 | 004349   |
| POLICE CRIME ANALYSIS SPEC 1   | 004336   |
| POLICE CRIME ANALYSIS SPEC 2   | 004337   |

| OCCUPATIONAL TITLE             | OCC CODE |
|--------------------------------|----------|
| POLICE RECORDS SPECIALIST 1    | 004312   |
| POLICE RECORDS TECH 1          | 004321   |
| POLICE STATION SPECIALIST      | 004334   |
| POLLUTION CNTRL PLAN REVWR     | 001538   |
| POLLUTION CONTROL INSPECTOR 1  | 001534   |
| POOL & PUMP TECHNICIAN         | 007254   |
| POOL/LAKE LIFEGUARD 1          | 007207   |
| POOL/LAKE LIFEGUARD 2          | 007208   |
| POOL/LAKE LIFEGUARD 3          | 007209   |
| POOL/LAKE LIFEGUARD TRAINEE    | 007206   |
| POWER PLANT OPERATOR           | 006548   |
| POWER SYSTEMS TECHNICIAN       | 006550   |
| PROCUREMENT CONTRACT TECH      | 000170   |
| PROCUREMENT CONTRACTING ASSOC  | 000171   |
| PRODUCTION CONTROL SPEC        | 001858   |
| PRODUCTION SUPPORT ANALYST     | 001854   |
| PROPERTY APPRAISER CLERK 1     | 000102   |
| PROPERTY APPRAISER CLERK 2     | 000103   |
| PROPERTY EVALUATION SPEC       | 000122   |
| PROPERTY EXEMPTIONS CLERK      | 000159   |
| PROPERTY EXEMPTIONS EVAL 1     | 000161   |
| PROPERTY EXEMPTIONS EVAL 2     | 000162   |
| PROPERTY EXEMPTIONS SPECIALIST | 000163   |
| PROS BEACH MAINTENANCE WORKER  | 007370   |
| PROS CONSTR CONTRACT SPEC      | 007375   |
| PROS ENFORCEMENT SPECIALIST    | 007222   |
| PROS FACILITY MAINT ATTENDANT  | 007529   |
| PROS NATURAL AREAS ATTENDANT   | 007531   |
| PROS SECURITY OFFICER          | 007226   |
| PROS SIGN/GRAPHICS ARTIST      | 007277   |
| PROS SOUND TECHNICIAN          | 007252   |
| PUBLIC SERVICE AIDE            | 004301   |
| PURCHASING SPECIALIST          | 007272   |
| RANGE ATTENDANT                | 007217   |
| REAL ESTATE EVALUATOR 1        | 000110   |
| REAL ESTATE EVALUATOR 2        | 000111   |
| REALTY CHANGE CLERK            | 000104   |
| RECORDING SPECIALIST           | 000032   |
| RECORDS CENTER CLERK 1         | 000228   |
| RECORDS CENTER CLERK 2         | 000229   |
| RECORDS CENTER TECHNICIAN 1    | 000075   |
| RECORDS CENTER TECHNICIAN 2    | 000076   |
| RECREATION LEADER              | 007301   |
| REF/AC MECHANIC                | 006532   |
| REHAB SERVICES COUNSELOR 1     | 003049   |
| RER AGENDA CLERK               | 002077   |
| RER COMPLIANCE OFFICER         | 002208   |
| RER CONTRACTOR LICENSING INV.  | 002203   |
| RER CONTRACTOR LICENSE REP     | 002601   |
| RER ENFORCEMENT CLERK          | 002603   |
| RER ENFORCEMENT INFORMATION SP | 002225   |
| RER LICENSING CLK              | 002514   |

| OCCUPATIONAL TITLE             | OCC CODE |
|--------------------------------|----------|
| RER LIEN COLLECTION REP.       | 002220   |
| RER MICROGRAPHICS REC CLK      | 002234   |
| RER PERM.&PLANS REPRESENTATIVE | 001550   |
| RER PERMIT & PLANS PROC SPEC   | 002226   |
| RER PERMIT AND OCCUPANCY REP   | 002235   |
| RER PRODUCT CONTROL TECH       | 002245   |
| RER SERVICE REPRESENTATIVE     | 002206   |
| RER SUPPORT COMPLIANCE REP.    | 002221   |
| RER SUPPORT SPECIALIST         | 002236   |
| RESIDENTIAL BUILDING INSPECTOR | 002110   |
| RESIDENTIAL ROOFING INSPECTOR  | 002109   |
| RISK MANAGEMENT INSURANCE REP  | 001970   |
| ROAD CONSTR COST ESTIMATOR     | 001040   |
| ROADWAY LIGHTING INSPECTOR     | 001229   |
| ROADWAY LIGHTING TECHNICIAN    | 006565   |
| ROOFING INSPECTOR              | 002108   |
| R-O-W EQUIP OPERATOR           | 006225   |
| SALES MEMBER&WAREHSE SPEC 1    | 007343   |
| SEAPORT BUSINESS PERMITS CLERK | 001390   |
| SEAPORT CAPITAL IMPROV SPECIAL | 001330   |
| SEAPORT COLLECTIONS SPECIALIST | 001401   |
| SEAPORT ENFORCEMENT SPECIALIST | 001300   |
| SEAPORT EXTERMINATOR           | 001309   |
| SEAPORT HYDRAULICS MECH        | 001310   |
| SEAPORT PASS. SAFETY OFFICER   | 001323   |
| SEAPORT REVENUE CONTROL SPECIA | 001402   |
| SEAPORT TERMINAL OPER SPEC     | 001317   |
| SEAPRT PASS/BRDG/ BAGCONTECH   | 001311   |
| SECRETARY                      | 000031   |
| SECURITY ALARM SPECIALIST      | 006551   |
| SEMI-SKILLED LABORER           | 006035   |
| SENIOR CADASTRAL TECH          | 001018   |
| SENIOR PROPERTY EXEMPTIONS CLK | 000160   |
| SENIOR TAX RECORDS SPEC        | 000351   |
| SENIOR TELECOMMUNS TECH        | 001733   |
| SENIOR WEB DEVELOPER           | 001812   |
| SENIOR WEB PUBLISHER           | 001809   |
| SFWIB AGENDA CLERK             | 003825   |
| SFWIB CUSTOMER SERV/REC        | 003823   |
| SFWIB QUALITY ASSURANCE SPEC   | 003836   |
| SFWIB TRANSITION SPECIALIST    | 003831   |
| SIGN PAINTER                   | 006540   |
| SOCIAL WORKER AIDE             | 003002   |
| SPRAY PAINTER                  | 006517   |
| SPRAYER                        | 006044   |
| SPRAYER HELPER                 | 006043   |
| STENOGRAPHIC REPORTER          | 000035   |
| STORES CLERK                   | 000201   |
| SURPLUS PROPERTY CLERK         | 000224   |
| SWIM INSTRUCTOR                | 007213   |
| SYSTEMS ANALYST/PROG 1         | 001843   |
| SYSTEMS ANALYST/PROG 2         | 001844   |

| OCCUPATIONAL TITLE             | OCC CODE |
|--------------------------------|----------|
| TAX COLLECTOR REVENUE SPECIALI | 000352   |
| TAX RECORDS SPECIALIST 1       | 000349   |
| TAX RECORDS SPECIALIST 2       | 000350   |
| TELECOMM INFRASTRUCTURE SPEC   | 001736   |
| TELECOMMUNICATIONS TECH        | 001732   |
| TELECOMMUNS INSTALLER          | 001731   |
| TELEPHONE CONSOLE OPERATOR 1   | 000084   |
| TENNIS COURT ATTENDANT         | 007241   |
| THEATER CREW 1                 | 008925   |
| THEATER CREW 2                 | 008926   |
| TITLE ANALYST                  | 001228   |
| TOLL COLLECTOR                 | 001286   |
| TOLL ENFORCEMENT OFFICER       | 001288   |
| TRAFF. SIGNAL CONST. INSPECTOR | 001235   |
| TRAFFIC ANALYST 2              | 001091   |
| TRAFFIC CONTROL SYS SPEC       | 001092   |
| TRAFFIC MAINT REPAIRER         | 001242   |
| TRAFFIC SIGNAL TECHNICIAN 1    | 001237   |
| TRAFFIC SIGNAL TECHNICIAN 2    | 001238   |
| TREE TRIMMER                   | 007250   |
| TURF EQUIPMENT MECHANIC        | 007245   |
| TV BROADCAST ENGINEER          | 002351   |
| UNDERWATER MAINT TECH          | 006014   |
| VETERINARY ASSISTANT           | 001214   |
| VETERINARY TECHNICIAN          | 001215   |
| VICTIM OF CRIME ACT AIDE       | 003014   |
| VIDEO PRODUCTION SPECIALIST    | 002332   |
| WASTE ENFORCEMENT OFFICER 1    | 006328   |
| WASTE PLANT ELECTRICIAN        | 006538   |
| WASTE PLANT MECHANIC           | 006537   |
| WASTE RADIO OPERATOR           | 006305   |
| WASTE SCALE OPERATOR           | 006312   |
| WASTE SERVICE CLERK 1          | 006301   |
| WASTE SERVICE CLERK 2          | 006303   |
| WEB DESIGNER 1                 | 001803   |
| WEB DEVELOPER                  | 001808   |
| WEB PUBLISHER                  | 001805   |
| WELDER                         | 006560   |
| WORKERS COMP CLAIMS ADJUSTER   | 001929   |
| WORKERS COMP CLAIMS REP        | 001925   |
| YOUTH EQUIPMENT SPECIALIST     | 007310   |
| ZONING CLERK                   | 002020   |
| ZONING INFO SERVICE SPECIALIST | 002055   |
| ZONING SVCS PLANS PROCESSOR    | 002021   |
| ZONING SVCS SR PLANS PROCESSOR | 002024   |
| ZOO ANIMAL BEH & ENRICH SPC    | 007459   |
| ZOO COMMISSARY KEEPER          | 007403   |
| ZOO EXHIBITS TECHNICIAN        | 007418   |
| ZOO HOSPITAL ATTENDANT         | 007468   |
| ZOO HOSPITAL CLERK             | 007470   |
| ZOO HOSPITAL TECHNICIAN        | 007419   |
| ZOO MIAMI KEEPER 1             | 007401   |

| OCCUPATIONAL TITLE           | OCC CODE |
|------------------------------|----------|
| ZOO REGISTRAR&RECORDS COORD. | 007404   |
| ZOO SECURITY OFFICER         | 007447   |
| ZOO TRANSPORTATION GUIDE     | 007440   |

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

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

## 2. Medical

### **Eliminate Private Healthcare Network ("PHCS") from High HMO and POS Elite Network:**

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

## 3. New Hires

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

## 4. Freestanding Imaging

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

## 5. Utilization Driven Co-pays

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

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

The County and the Union agree that Article 56 (Group Health/Life Insurance) of the collective bargaining agreement between them shall be modified as set forth in the attachment hereto.

## Addendum 2

### Medical Plan Premiums

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

### Medical Plan Copays

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

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

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY,  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O.  
GENERAL EMPLOYEES LOCAL 199  
OCTOBER 1, 2017 20 – SEPTEMBER 30, 2020 23

This Agreement signed this \_\_\_\_ day of ~~January~~\_\_\_\_\_, 2020 1.

For the American Federation of State,  
County and Municipal Employees,  
General Employees, Local 199

Miami-Dade County

\_\_\_\_\_  
Se' Adoreia Brown  
President

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

\_\_\_\_\_  
Salvador Pagan  
Vice-President

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

\_\_\_\_\_  
Mireille Janvier  
Secretary/Treasurer

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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



# MEMORANDUM

(Revised)

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

**DATE:** January 19, 2022

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

**SUBJECT:** Agenda Item No. 9(A)(3)

Please note any items checked.

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

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

Agenda Item No. 9(A)(3)  
1-19-22

RESOLUTION NO. R-56-22

RESOLUTION APPROVING AND RATIFYING THE 2020-2023  
COLLECTIVE BARGAINING AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND THE AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, A.F.L. – C.I.O., GENERAL EMPLOYEES  
LOCAL 199; WAIVING REQUIREMENTS OF RESOLUTION  
NO. R-130-06

**WHEREAS**, the Mayor and the American Federation of State, County and Municipal Employees, A.F.L. – C.I.O., Local 199 (AFSCME Local 199), representing the County’s general employees, have concluded collective bargaining resulting in the 2020-2023 collective bargaining agreement attached to the accompanying Mayor’s memorandum which is incorporated herein by reference; and

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

**WHEREAS**, the 2020-2023 collective bargaining agreement attached to the Mayor’s memorandum was ratified by the bargaining unit on December 2, 2021; and

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

**WHEREAS**, because ratification by this Board and the AFSCME Local 199 bargaining unit is required before the 2020-2023 collective bargaining agreement is binding under state law, the Mayor recommends that the Board waive the requirements of Resolution No. R-130-06 to allow the Agreement to be fully executed by the County and AFSCME Local 199 after it has been approved and ratified by AFSCME Local 199’s members and this Board; and

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

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

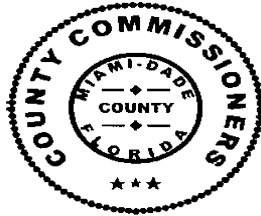
**Section 1.** Approves and ratifies the collective bargaining agreement by and between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L. – C.I.O., General Employees, Local 199, for the period of October 1, 2020 through September 30, 2023, which is attached to the accompanying Mayor’s memorandum and incorporated by reference herein, and

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

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 19<sup>th</sup> day of January, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Melissa Adames**  
Deputy Clerk

Approved by County Attorney  
as to form and legal sufficiency.

A handwritten signature in blue ink, appearing to read "M. Moffett", is written over a horizontal line.

Marlon D. Moffett