

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
THE MIAMI-DADE COUNTY AVIATION DEPARTMENT,
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O.,
MIAMI-DADE COUNTY AVIATION EMPLOYEES LOCAL 1542
OCTOBER 2002 - SEPTEMBER 2005

840110
1000 workers



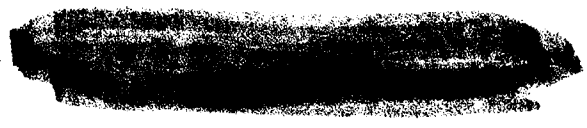


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This Agreement is made and entered into on the first day of October, 2002 by and between Miami-Dade County, the Miami-Dade County Aviation Department (hereinafter referred to as the County and Department respectively) and the American Federation of State, County and Municipal Employees, AFL-CIO, Miami-Dade County Aviation Department Employees Local 1542 (hereinafter referred to as the Union). Said Agreement to be effective on the above date provided that it has been ratified by the Union and by the Board of County Commissioners of Miami-Dade County, Florida.

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

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

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

Included: All full-time and regular part-time

personnel employed by the Miami-Dade

County Aviation Department in County job

classifications specifically defined in

Exhibit 1 which is attached hereto and made

a part hereof by reference.

Excluded: All professional, supervisory, managerial

and confidential personnel employed by

Miami-Dade County, and all temporary, seasonal,

substitute and emergency personnel employed by

Miami-Dade County (as defined in Miami-Dade

County Personnel Rules, Chapter III,

Section 8 (A), (B), (C), and (D) and all

other employees.

Definition: Regular part-time means those individuals

who work 20 hours or more per week for at least six months per year.

2. Probationary, non-permanent, exempt, and regular part-

This Article is intended to comply with Federal, State and local regulations solely concerning the criteria enumerated above and shall

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

Article 3 NONDISCRIMINATION

settled in accordance with State Law.
consistent with Section 1, above. If a dispute arises it will be
bargaining unit covered by this Agreement if such positions are
Aviation Department such new classifications shall be in the
are created by action of the Board of County Commissioners and the
3. It is agreed that if and when new position classifications

employees.

are specifically stated in this Agreement with reference to such
of such employees as a result of this Agreement unless such changes
of the wages, benefits, hours, or terms and conditions of employment
the execution of this Agreement and there shall be no change in any
Personnel Rules, Pay Plan and other regulations in effect prior to
governed in all respects by the Code of Miami-Dade County, Florida,
time employees covered by this Agreement shall continue to be

1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that the following shall be the sole

Article 5 GRIEVANCE PROCEDURE

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

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues of such employee from his bi-weekly pay and remit such deduction to the Union within 10 days of the date of deduction. The Union will notify the County, in writing, at least 30 days prior to any change in the amount of the regular dues deduction. The County, with at least 90 days prior written notice, will provide a 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 authorization, and the County thereupon shall cease to make such deduction. Should Chapter 447.303 Florida Statutes be amended, the amendment will supersede the applicable sections of this Article.

Article 4 CHECK OFF

County and the Union. have no reference to any pending dispute between the Department, the

procedure for the resolution of grievances arising between the parties.

2. A "Grievance" shall be defined as any dispute that an

employee or the Union may have arising out of the interpretation or application of the terms of this Agreement. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances must name all employees or classifications covered in a grievance. Class grievances, at the option of the Union, may be submitted at step 2 or 3 and no more than three (3) employees plus a Union staff representative may meet with the immediate supervisor or division head. Each grievance when filed shall state with particularity the alleged violation of the contract claimed, the date upon which the violation occurred, the facts of such violation, the Article of the contract violated and the remedy sought by the Union.

3. Dismissals, demotions, suspensions, reductions in pay, reprimands, formal counselings, position classifications, classification appeals, performance evaluation appeals, disability determinations, job descriptions, and similar matters, for which other appellate procedures are provided in the Code of Miami-Dade County, Florida, and/or County Personnel Rules or other provisions of this Agreement are not subject to review as grievances.

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

Following procedure:

considered dropped with prejudice. If the County fails to process a

limits provided for in Steps 3 and 4, the grievance shall be

5. If a grievance is not processed by the Union within the time

calendar days.

Director of the Department shall respond in writing, within seven (7)

Director of the Department within seven (7) calendar days. The

the Union Representative may present the written appeal to the

Step 3 hereof, the Union Steward and/or the aggrieved employee and

Step 4. If the grievance has not been satisfactorily resolved in

respond, in writing, within seven (7) calendar days.

supervisor's response is due. The Head of the Division shall

concerned, within seven (7) calendar days after the intermediate

Representative may appeal the grievance to the Head of the Division

Step 2, the Union Steward and/or the aggrieved employee and the Union

Step 3. If the grievance has not been satisfactorily resolved in

submitted in writing, to the Union, within seven (7) calendar days.

supervisor. The intermediate supervisor's response shall be

writing, and shall be forwarded, immediately, to the intermediate

grievance has not been resolved, the grievance shall be offered, in

Step 2. If after discussion with the immediate supervisor the

knowledge giving rise to the grievance.

supervisor within seven (7) calendar days of the occurrence or

employee so desires, shall discuss the grievance with the immediate

Step 1. The aggrieved employee, with the Union Steward, if the

1. If the grievance has not been satisfactorily resolved within the grievance procedure, the Union may request a review by an

Article 6 ARBITRATION

447.401.

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

Union.

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

grievances are pending.

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

period.

not to exceed the seven (7) calendar days provided above for each step, provided that the other party must be notified of the requested extension prior to the expiration of the original seven (7) day time permitted one (1) extension of time at any step as a matter of right, automatically proceed to the next step. Either party shall be grievance within the time limits provided, the grievance shall

impartial arbitrator provided such request is filed in writing with the Director of Labor Management no later than twenty (20) calendar days after the Director of the Department's response is due in Step 4 of the grievance procedure.

2. Upon receipt of a timely request for arbitration, on an arbitrable matter, the Director of Labor Management and the Union's representative will, within ten (10) calendar days, first attempt to agree on the selection of an Arbitrator. If they cannot mutually agree, then within ten (10) calendar days, the Director of Labor Management will write to the American Arbitration Association to set in motion the scheduling of the arbitration hearing. Matters that are not subject to review as grievances are non-arbitrable and shall not be scheduled for arbitration.

3. The arbitration shall be conducted under the rules set forth in this Agreement and, where not in conflict with this Agreement, under the labor rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined and submitted in this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not covered by this Agreement, nor shall this

minimize time lost from work.

represented by the Union President. The intent of the parties is to

conduct of the case. In class grievances, the class shall be directly required to assist the principal Union Representative in the

testimony shall return to work unless they are the grievant or are to minimize time lost from work. Employees who have completed their

available, however, whenever possible, they shall be placed on call

individual expenses. Employees required to testify will be made

of its own witnesses, representatives, attorneys and all other

expenses connected with a hearing. Each party shall bear the expense

expenses and fees of the court reporter, the arbitrator and all other

court reporter at the hearing. The parties shall bear equally the

6. At the request of either party there shall be a certified

the parties fourteen (14) days prior to the Arbitration Hearing.

be presented to the arbitrator by each party and exchanged between

submitted, then a written statement of the issues to be decided shall

event the parties cannot agree to the statement of issues to be

(30) days after the request for arbitration is submitted. If in the

writing as to the statement of the matter to be arbitrated thirty

5. The County and the Union shall attempt to mutually agree in

presented to him, which question must be actual and existing.

and shall confine himself exclusively to the question which is

4. The arbitrator may not issue declaratory or advisory opinions

supersede any applicable laws.

Collective Bargaining Agreement be construed by an arbitrator to

decision.

3. Within thirty (30) calendar days of such receipt for request of reclassification, the Personnel Services Division shall render a

15) calendar days of receipt of request. the Personnel Services Division by the employee's department within employee and commented upon by the Department, shall be forwarded to 2. Such request, including a job description prepared by the

writing, to his immediate supervisor. 1. Whenever an employee has reason to believe that he is misclassified, he may apply for a review of his classification, in

Article 7 CLASSIFICATION APPEAL

Arbitration.

8. Matters excluded from the Grievance Procedure under Article 5, Section 3, and matters covered under Article 7, Classification Appeal, and Article 8, Job Descriptions, shall be excluded from

parties.

7. The award of the arbitrator shall be final and binding when made in accordance with the jurisdiction and authority of this agreement. The arbitrator shall make his award within 30 days of the close of the hearing and shall promptly furnish copies to both

work as required.

in job descriptions are not always specifically described and are to be construed liberally. In addition, employees shall perform related 2. It is understood by the parties, that the duties enumerated

or his authorized representative. except under emergency conditions as declared by the County Manager required to work out of classification when personnel are available 1. Employees covered by this Agreement shall not generally be

Article 8 JOB DESCRIPTION

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

subject to review by the County Manager.

The Employee Relations Director's decision shall be final,

hold such hearing within thirty (30) calendar days of the request. event the request is denied. The Employee Relations Director shall Relations Director will explain the basis for the decision in the evidence to support his claim for reclassification. The Employee by a representative of his choosing and may produce any documents and Relations Director. At the hearing, the employee may be accompanied within ten (10) calendar days, request a hearing by the Employee

4. If the employee is not satisfied with the decision, he may

related to employee performance.

information which may be used in the making of personnel decisions

supervisors and employees, and to provide timely and accurate

recognize superior performance, to facilitate communication between

of evaluations are to improve performance generally, to identify and

effectiveness and compliance with rules and regulations. The purpose

evaluations of employees to appraise their productivity,

a Performance Evaluation system to conduct annual performance

1. The County shall retain the right to establish and administer

Article 9 PERFORMANCE EVALUATION AND APPEALS

subject to review by the County Manager.

The Employee Relations Director's decision shall be final,

at a mutually agreeable time, within thirty (30) calendar days.

before the Employee Relations Director. This hearing shall be held

the discussion, as stated in paragraph 3 above, request a hearing

may, in writing, within five (5) calendar days of the conclusion of

4. If the Union is not satisfied with the proposed change, it

proposed job description.

Union shall receive a copy of the current job description and the

discuss with the Union the proposed change in job descriptions. The

title of a class within this Bargaining Unit, the County shall

3. Whenever there is a proposed change in the job description or

chairman. The purpose of the panel's review is to (1) determine also be addressed to employee witnesses by panel members through the

the County witnesses through the panel chairman. Questions shall cross-examination. The employee representative may ask questions of

a transcript is not to be kept and there will be no choosing may accompany the employee. The hearing shall be informal,

heard, separately, by the panel. A representative of the employee's committee. Only the employee, the rater, and the reviewer will be

appealing party's department, to act as an informal fact-finding person supervisory level panel, none of whom shall be from the

3. The Employee Relations Director will appoint a three (3)

grievances and are not arbitrable.

Performance Evaluation appeals are not subject to review as

have a representative present throughout the entire appeal hearing.

Director's or designee(s) decision. The department has the right to

within ten (10) calendar days after receipt of the Department

by making a request in writing to the Employee Relations Director

not acceptable to the employee, the employee may continue the appeal

to the employee. If the decision of the Director or designee(s) is

may recommend changes alterations, or return the evaluation unchanged

receipt of the evaluation. The Department Director or designee(s)

Director or their designee(s), within ten (10) calendar days of

requesting a review of the Performance Evaluation by the Department

evaluation of unsatisfactory or needs improvement may appeal by first

2. The permanent status employee who has received an overall

Department Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special conferences shall be held within fifteen (15) calendar days after receipt of written request and at a time and place mutually agreeable to both parties. The Union or the Department shall have the right, at these special meetings, to bring up other matters for discussion by mutual consent of both parties. The Union shall be represented by the President and not more than five (5) Union Representatives. Names of representatives shall be

Article 10 LABOR-MANAGEMENT CONFERENCES

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

compliance with evaluation procedures, and (2) recommend whether the evaluation should be upheld and the reasons for this recommendation.

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

Efficient Delivery of Quality Services

Neither party shall have the right, at any time during the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects. The County agrees that it cannot unilaterally implement changes which would conflict with the terms of this collective bargaining agreement.

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

Performance Based Compensation Projects

certified to the Aviation Department Director and the Director of Labor Management of Miami-Dade County.

4. It is agreed to and understood by the Union that Stewards shall process grievances in such a manner as to not disrupt normal

Union Stewards within the bargaining unit as defined.

3. It is further agreed that the Union may appoint fourteen (14)

approval will not be unreasonably withheld.

approval of their supervisor, process grievances. The supervisor's

Agreement that Union Stewards may, without loss of pay, with prior

2. It is agreed to and understood by the parties to this

Miami-Dade County.

the Aviation Department and the Director of Labor Management of

selected as stewards shall be certified by the Union, in writing, to

within the unit to act as Union Stewards. The names of the employees

1. The Union shall have the right to select employees from

Article 11 UNION STEWARDS AND REPRESENTATIVES

result of this program.

offer comparable employment to any qualified employee displaced as a

efficiency, it is understood and agreed the county will endeavor to

In order to eliminate fear of employees cooperating in improved

Department Labor-Management Committee.

methods of increasing efficiency and purchasing new equipment to the

Employees are encouraged to report suggestions of cost savings or

Article 12 ATTENDANCE AT MEETINGS

County and Department activities, work production and services. This provision shall also be extended to Representatives of the Union who are not employees of the County, and who have been certified in writing to the Director of Labor Management of Miami-Dade County.

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

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

An International Convention of AFSCME which is held every

second year;

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

year.

The maximum number of days allowed per convention per person

shall be five (5). These employees shall be designated in writing to the Department Director. The Union shall give reasonable notice to the employees' supervisors.

No materials which are inflammatory, derogatory or of a political nature shall be permitted on any bulletin board and the Department shall have the right to remove such materials. Materials posted on

requests for shift changes, and the like.

relating to personal affairs, such as sale of personal property,

which are not locked may also be used for posting of materials

and social and recreational events, and the like. Bulletin boards interest to Union members, announcements of Union meetings, election,

Union activities, copies of materials, including newspapers, of

board. Notices placed on bulletin boards may include reports of

organization responsible for placing such items on the bulletin

bear on their face the legible designation of the person or

All notices and materials placed on the bulletin boards shall

designees.

by the appropriate Division Chief and the Union President or their

bulletin boards are covered and lockable, with keys to be controlled

Union, at certain locations the Department shall ensure that the

and the Union. If such is deemed necessary by the Department and the

bulletin boards at locations mutually agreed to by the Department

The Department will provide for the Union's nonexclusive use of

Article 13 BULLETIN BOARDS

administer this Agreement.

3. The Union President will be released from duty with pay to

act alleged to constitute a breach of this Article if the Union did County, it is agreed that the Union shall not be responsible for any provided by law. Provided however, in any action brought by the and obtain immediate injunctive relief and all other relief as this Article, the County or the Department shall be entitled to seek it is understood and agreed that in the event of any violation of the County, the Department and to the public at large. Accordingly, violation of this Article would give rise to irreparable damage to the basis of the health and welfare of our citizens and that any Department are responsible for and engaged in activities which are It is recognized by the parties that the County and the

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

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

Article 14 STRIKES AND LOCKOUTS

bulletin boards visible to the general public shall be approved, in advance, by the Aviation Department.

5. An employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime. However, work schedules changed due to operational necessity, as determined by the

assignments equally.

4. The County and the Department shall make every effort to rotate schedules within assigned shifts to distribute weekend

the Pay Plan for County Service.

3. The standard number of working hours during any standard work week will normally be forty (40) hours unless otherwise specified in

and ends at 12:00 p.m. midnight the following Sunday.

2. The standard work week commences at 12:01 a.m. each Monday

Department's right to reduce the employees' hours of work.

of work per day or per week nor is it limitation upon the determination of overtime and shall not be construed as a guarantee

1. This article is to be construed only as a basis for

Article 15. HOURS OF WORK

not instigate or support such action. In the event of a strike, work mission of the Aviation Department, the President of the Union shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

Department, shall not be considered as changing work schedules to avoid the payment of overtime.

Article 16 OVERTIME COMPENSATION

1. All work authorized to be performed by non-job basis employees in excess of 40 hours of work per work week shall be considered overtime work. Additionally, all work authorized to be performed by non-job basis employees in excess of the normal work day, as determined by the Department, shall be considered overtime work provided that overtime hours worked will not be included in determining the normal work week.

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

3. An employee required to work three (3) hours immediately before or two (2) hours immediately beyond his normal shift shall receive one-half (1/2) hour off with pay for a meal break. Such one-half (1/2) hour shall be considered as time worked.

4. Time off with pay on a County recognized holiday shall be considered as time worked. This shall not apply to a County

recognized holiday which is not worked and falls on an employee's regularly scheduled day off, in this case the employee shall receive eight (8) hours Holiday Leave. Holiday Leave will be counted as time worked for the purpose of calculating the payment of overtime compensation.

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

Article 17 CALL BACK

compensation.

9. Job basis employees shall not be eligible for overtime

hours of work per day or per week.

8. This Article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of

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

as equally as practicable.

Department shall attempt to distribute overtime work among employees

assignments and shifts, and the ability to perform the work, the

consideration to the organization subdivisions of the Department,

overtime work shall rest solely with the Department. Giving

6. The parties agree that assignments and authorization of

worked.

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

Article 18 TOOL ALLOWANCE

1. Employees in the position classifications of Airport Carpenter, Airport Electrician, Airport Plumber, Airport Refrigeration Mechanic, Airport Welder, Airport Maintenance Mechanic, Airport Electronic Electrical Equipment Technician 1, Airport Electronic Electrical Equipment Technician 2, Airport Fire Protection System Technician, Airport Automotive Mechanic, Airport Construction Equipment Mechanic, Airport Heavy-Duty Truck Mechanic, Airport Motorcycle Mechanic, Airport Lighting Technician 1, Airport Hydraulic Mechanic, Airport Mechanical Equipment Technician 1, Airport Mechanical Equipment Technician 2, Airport Locksmith, and Airport Machinist who are required by the Aviation Department to provide their own hand tools in accordance with required tool lists, established and maintained by the Department, for each classification, will receive \$435.00 per year as a total tool allowance to be paid bi-weekly installments of \$16.73 each pay period.

2. Each employee required by Aviation Department policy to provide his own hand tools in accordance with the required tool lists shall have such tools available on the job to perform assigned tasks. Employees accept responsibility to use proper tools for particular jobs in accordance with accepted practices or instructions of supervisors. Failure to comply with the requirements of this Article shall result in the loss of the tool allowance for the periods in which such noncompliance occurs.

*In the event this holiday falls on a previously established holiday, or an employee's regular day off, another day of the

shall be no compensation.

eligible for this holiday. If the holiday is not requested, there employees with more than nine pay periods of County Service are convenience of the employee and the Department. Only full-time the fiscal year. The actual day to be used is subject to the mutual as much as two weeks prior notice. The holiday must be used within 2. Regarding the Floating Holiday, the Department may require

New Years Day	Veteran's Day
Martin Luther King's	Thanksgiving Day
Birthday	Friday after
President's Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday*
Labor Day	1 Floating Holiday
Columbus Day	

1. The following days shall be considered holidays:

Article 19 HOLIDAYS

for all pay periods completed.

status shall receive the tool allowance prorated on a bi-weekly basis 3. Employees who are unable to complete a full year in pay

5. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing the Holiday

worked.

4. Holiday Leave shall be credited to job basis employees on an hour-for-hour basis to a maximum of eight (8) hours for each holiday

shall not be included in determining pay rate).

current pay rate at separation (except that night shift differential time of separation only. Such payment shall be at the employee's

3. All employees shall be paid for outstanding Holiday Leave at

those employees designated as non-job basis by the Pay Plan.

2. Holiday Leave can be accrued to a maximum of 160 hours for

same purpose as annual leave and is payable upon separation.

are required to work on a holiday. Holiday Leave may be used for the

1. Holiday Leave shall be a term used to credit employees who

Article 20 HOLIDAY LEAVE

County recognized holiday will be observed.

and authority to determine and schedule the actual day on which a

3. The County, at its discretion, shall retain the sole right

with the Department.

employee's choice within two weeks, shall be designated, in agreement

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

Article 21 PRODUCTIVITY

9. Employees who regularly work 4 ten-hour days per week shall receive fifteen (15) hours of Holiday Leave under Section 6, above, and ten (10) hours of Holiday Leave under Section 7 and 8 above.

eight (8) hours.

8. Non-job basis employees who work on holidays falling on regularly scheduled work days shall receive hour-for-hour Holiday Leave, or straight time pay, for each hour worked to a maximum of

hours Holiday Leave.

7. When a holiday falls on a regularly scheduled day off and the non-job basis employee does not work, he/she shall receive eight (8)

(40) during that week.

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

outlined below in Sections 6, 7, 8, and 9 of this Article. Holiday Leave shall be credited to non-job basis employees as

1. The Union recognizes that the County and the Department possess the sole right to operate and manage the Department and direct the work force, and the rights, powers, authority and discretion which the County and Department deem necessary to carry out their responsibilities and missions shall be limited only by the specific and express terms of this Agreement.

Article 22 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

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

The Union agrees to encourage employees to find better and more efficient methods of performance and to cooperate with the employer in the conservation of manpower, materials and supplies; the elimination of wasteful practices and the improvement of the quality and quantity of product and/or service.

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

County agrees that, when a Department submits a written being performed solely by bargaining unit employees. The

to the contracting out for services that are currently copies of Requests for Proposals that specifically pertain days written notice. The County will provide to the Union the current 60 days written notice will be increased to 90 employees. Effective upon ratification of this Agreement,

currently being performed solely by bargaining unit

days written notice in contracting out for services provided that the County give the Union at least sixty (60)

continued right to contract out for goods and services needed to carry out Department responsibilities and the

Determine the methods, means, and number of personnel

a. Determine the missions and objectives of the Department;

b.

authority to:

3. These rights and powers include, but are not limited to the

duration of promotional eligibility lists.

County's right to revise promotional criteria and determine the

This right and authority shall include but is not limited to the

in conflict with the express written provisions of this Agreement.

Personnel Rules, Pay Plan, and Department Rules or Regulations, not

and regulations including but not limited to, Administrative Orders,

implementation, revise or modify policies, procedures, and all other rules

2. The County reserves the right and authority to establish,

- c. recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation shall be sent forthwith to the Union. This clause shall not be construed as a waiver of any other right either party may have under this Agreement or applicable law.
- c. Take such actions as may be necessary to carry out services during emergencies declared by the Aviation Department or the County Manager.
- d. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons in accordance with procedures contained in County Rules and Regulations.
- e. Discipline or discharge employees for just cause in accordance with applicable sections of the Code of Miami-Dade County, Florida and/or Personnel Rules;
- f. The right to make reasonable rules and regulations for the purpose of efficiency, airport security, safe practices and discipline. The County will inform the Union of any changes in the existing rules and regulations and the

implied, or practices, between the County and the Union or its prior Agreements and undertakings, oral and written, express or and existing Agreement between the parties hereto, and supersedes all the parties during the term hereof, and constitutes the sole, entire exhibits attached hereto, concludes all collective bargaining between this Agreement. This Agreement, including its supplements and

after the exercise of that right and opportunity are set forth in and that the understandings and agreements arrived at by the parties to make demands and proposals with respect to any subject or matter preceded this Agreement each had the unlimited right and opportunity 5. The parties acknowledge that during the negotiations which

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

j. Schedule overtime work as required.

i. Hire, promote, transfer and assign employees;

facilities;

h. Introduce new or improved methods, operations and

g. Schedule operations and shifts;

changes are made effective.

establishment of new rules and regulations before such

employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Article 23 TOXICOLOGY AND ALCOHOL TESTING

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

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

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

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by the concerned Division Director, or higher authority

1. Employees assigned to work shifts which have the major portion of the scheduled hours of the work occurring between the shift hours of 6:00 p.m. and 6:00 a.m., shall be entitled to receive

Article 24 NIGHT SHIFT PAY DIFFERENTIAL

Regulations.

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

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

this Article.

within the Department to ensure proper compliance with the terms of

a pay differential of sixty cents (\$.60) per hour for the entire work shift.

2. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of forty cents (\$.40) per hour for the entire work shift.

shift.

3. Employees receiving night differential as of October 1, 1979, including employees assigned and designated by the County to a rotating night shift, will receive either the above cents-per-hour differential or have the amount of their current shift differential frozen in cents per hour, whichever is greater. Employees receiving night differential as of October 1, 1979, who are removed from a rotating night shift by the County and reassigned to the day shift and have the night shift differential removed and are subsequently reassigned to a night shift shall receive either the sixty cents (\$.60) per-hour or forty cents (\$.40) per-hour shift differential, whichever is appropriate.

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

Employees who work a regularly assigned night shift will receive the night shift rate for all hours worked that immediately precede or follow his regular night shift. Employees who work a shift which does not immediately precede or immediately follow his/her regular shift will be compensated at the hourly rate for that shift.

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

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

Article 25 SPECIAL WAGE PROVISIONS

1. PAY ADVANCES: An employee may request his vacation pay checks in advance of any scheduled annual leave by submitting a request to the department payroll office at least three (3) weeks prior to leaving on annual leave.

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

3. EMERGENCY WORK: When an emergency is declared by the County Manager and all employees are generally excused from work because of the emergency, those employees required to work during an emergency will receive one and one-half (1 1/2) times the normal pay rate for all time worked during the emergency. This shall not apply to job-basis personnel. The County possesses the sole right and authority to take any emergency action as determined necessary to carry out services and adjust operational requirements during any emergency or extraordinary circumstances as determined solely by the County Manager or his authorized representatives.

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

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

job performance.

intervals thereafter based upon satisfactory or above satisfactory step in the pay range shall be at one (1) year (26 pay periods) at six (6) months (13 pay periods) based upon satisfactory or above Progression from the entrance level pay of step 1 to step 2 shall be appropriate pay range provided in the Miami-Dade County Pay Plan. bargaining unit classifications shall be pay step 1 of the service on or after November 1, 1991, the entrance pay rate for all

6. ENTRANCE PAY RATES - For all employees hired into the County

classification.

determining an employee's pay rate for work in a higher classification. The night shift differential shall be removed before higher, for all consecutive hours worked in the higher one pay step increase in his/her current rate of pay, whichever is receive the in-hiring rate of pay for the higher classification or a classification for more than five (5) consecutive days, he/she will authorized by the Department to work in a higher pay status

5. Work in a Higher Classification - In the event an employee is

event the \$10.00 payment shall not be paid.

maintaining uniforms which it purchases for its employees; in that reserves the right to continue or to return to its prior practice of to be dry cleaned shall receive \$10.00 bi-weekly. The County who are provided uniforms which are required by departmental policy

4. UNIFORM CLEANING ALLOWANCE: Aviation Department employees

The County has the right to recover the full amount of erroneous payments to an employee in the event the employee separates from

County deems appropriate.

deductions being automatically effected by the County at a rate the

(10) calendar day period shall result in the necessary paycheck

employee to make the necessary arrangements within the specified ten

accordance with this contract provision. Failure by the concerned

payroll representative and stipulate to a specific recovery rate in

calendar days from date of notification to contact the appropriate

the concerned employee. The concerned employee shall have ten (10)

employee and the Employee Relations Department, upon notification to

shall be determined through an agreement between the concerned

pay period, whichever rate is greater. The specific recovery rate

to the employee, or at the minimum rate of fifty dollars (\$50) per

at a bi-weekly rate equal to the bi-weekly rate of the erroneous pay

recovery of funds through a stipulated bi-weekly paycheck deduction,

to an employee. The County shall have the right to effect such

funds determined by the County to have previously been paid in error

The County shall be entitled to recover, in a timely manner, all

Article 26 BACK PAY

be increased by \$25.00 biweekly to a total of \$50.00 biweekly.

beginning of the first pay period in July, 2004, this supplement will

eligible to receive a \$25.00 biweekly pay supplement. Effective the

period in July, 2003, full-time bargaining unit employees will be

7. Pay Supplement - Effective the beginning of the first pay

For example, a Clerk Typist 2, Water and Sewer Clerk Typist 2 and solely by the Employee Relations Director, for purposes of bumping. county-wide may be treated as common classifications, as determined

experience and education requirements. Similar classifications defined as a series of positions related in terms of the duties,

determined solely by the Employee Relations Director, shall be

determine the bumping series county-wide. The bumping series, as

equivalent to the affected positions for retention purposes and will

Director, shall determine the county-wide classifications that are

Director, in conjunction with the Personnel Services Division

3. Layoff Lists: In the event of a layoff the Employee Relations

County give such employees less than three weeks' notice.

after the decision for layoff has been made. In no event shall the

2. Employees to be laid off shall be notified as soon as possible

issued to the employees so affected.

laid off and such notice shall be sent at the same time that it is

provide the "Union" with a list of the names of the employees being

fault or delinquency on the employee's part. The County agrees to

legitimate reasons, as determined by the County or Department without

work or funds, or due to reduction in services, or for other

1. Layoff is defined as the separation of an employee for lack of

Article 27 LAYOFFS

the employee's terminal leave pay.

County service, including the right to make necessary deductions from

- Airport Clerk Typist 2 may be treated as common classes for layoff and bumping purposes. Employees shall be laid off in accordance with seniority on the job and their performance ratings as provided in Personnel Procedures Manual Entry Retention List Establishment and County Layoff Procedures Manual. The term county-wide is understood between the parties to be defined as all operating departments and organizational entities within Miami-Dade County. When a layoff of a regular employee is necessary, from a position in a class in a series, the County will attempt to place the laid-off employee in another class to which it appears the employee is capable of occupying. Any accrued sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.
- a. All employees in the classifications contained in Exhibit 1A are common classes for layoff and bumping among all County departments as provided above.
- b. Because of the unique requirements of their jobs, the classifications contained in Exhibit 1B, for the purpose of applying County bumping procedures under a layoff, will be treated as unique Aviation Department positions. Only those employees having served and attained permanent status in these classifications will be eligible to exercise bumping rights into these positions. Vacancies in the classifications listed in Exhibit 1B, with the exception of Airport Semi-Skilled Laborer, cannot be filled by bumping employees who have not previously served and attained permanent status in these positions. Only the vacant position of Airport Semi-Skilled

In the event an employee is placed by Department authorization in a position of "acting" for an employee temporarily absent from duty or in a permanently vacated position pending the establishment of an eligible list, such employee will be compensated at the in-hiring rate for the classification to which he/she is "acting" provided such

Article 28 ACTING APPOINTMENTS

Manual.

Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position will be allowed to continue to exercise their classified service rights, in accordance with the provisions of the County's Layoff Procedures Manual.

Layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department. Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position within a reasonable period of time, not to exceed thirteen (13) pay periods, as determined by the concerned Department Director and approved by the Employee Relations Department. It is understood that employees bumping into a Department as a result of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department.

5. The County may require that employees bumping into a

department as a result of a layoff related action satisfactorily demonstrate their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed thirteen (13) pay periods, as determined by the concerned Department Director and approved by the Employee Relations Department. It is understood that employees bumping into a Department as a result of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department.

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

Laborer may be utilized for the purpose of placing a bumped employee who has not previously served in this classification.

Effective the beginning of the first pay period in July, 2005, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Third Year 2004-2005

Effective the beginning of the first pay period in July, 2004, all employees in bargaining unit classifications shall receive a four percent (4%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Second Year 2003-2004

Effective the beginning of the first pay period in July, 2003, all employees in bargaining unit classifications shall receive a four percent (4%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

First Year 2002-2003

Article 29 WAGES

rate of pay is one (1) pay step higher than he/she is currently receiving, and further, any time that is spent in the acting title shall not be credited toward probationary time.

A. Full-time employees who have completed thirteen (13) pay periods in the Maintenance classifications of Airport Laborer, Airport Semi-skilled Laborer, Airport Automotive Service Helper, Airport Driver-Messenger, Airport Inventory Clerk, Airport Automotive Equipment Operator 1, Airport Automotive Equipment Operator 2, Airport Automotive Equipment Operator 3, Airport Carpenter, Airport Electrician, Airport Painter, Airport Plumber, Airport Refrigeration Mechanic, Airport Welder, Airport Sign Painter, Airport Maintenance Mechanic, Airport Electronic Electrical Equipment Technician 1, Airport Electronic Electrical Equipment Technician 2, Airport Automotive Mechanic, Airport Motorcycle Mechanic Airport Heavy Duty Truck Mechanic, Airport Construction Equipment Mechanic, Airport Maintenance Repairer, and Airport Lighting Technician 1, Airport Tree Trimmer, Airport Hydraulics Mechanic, Airport Refrigeration System Technician, Airport Fire Protection System Technician, Airport Waste Plant Operator, Airport Locksmith, Airport Machinist, Airport Mechanical Equipment Technician 1 and 2, and Airport Mason are authorized additional proficiency compensation for the added responsibility of special working conditions in the amount of a two pay step increase to the biweekly pay. It is understood and agreed that this allowance is for the benefit and protection of the public and is based upon the following criteria.

In the event a new bargaining unit classification of Airport

Chemical Sprayer is established by the Personnel Services Division of

- the Employee Relations Department, it is agreed that this classification will be eligible to receive this allowance effective the beginning of the first pay period following the date that this position is established in accordance with all terms, provisions and conditions contained in this Article.
- B. Aviation Department Maintenance personnel required to perform job assignments in aircraft operating areas and airfield areas must possess additional special skills not required of others, as follows:
1. Qualified to accept and follow rigid safety standards to minimize or avoid probability of accidents of potential damage to persons and property of severe and extensive consequences.
 2. Qualified to comprehend, analyze and react quickly to impending danger.
 3. Qualified to identify potential areas and conditions of danger and avoid such areas and conditions.
 4. Qualified to perform job assignments under unusual conditions of high decibel sound frequencies and intermittent air blasts from propeller and jet aircraft.
 5. Qualified and knowledgeable to permit safe and intelligent movement of themselves and their vehicles and equipment from one point to another in the landing area (usually through

from time to time by the Department. All such vehicle successfully complete the AOA Driver Training Course conducted

of any County airport shall be required to attend and a motor vehicle of any kind on the Air Operations Area ("AOA")
1. All employees whose job duties require that they operate

interest thereof, hereby agree as follows:

of airport security and safety policies and procedures, and in the
The County and the Union recognize the considerable importance

Article 31 - AIRPORT SECURITY AND SAFETY

provided by the County.

safety devices and/or equipment. Such devices and equipment will be their protection, and may be disciplined for failure to wear or use devices and/or equipment designated by that office as necessary for Department Director to be dangerous shall be required to wear safety
D. Employees who work at jobs or in areas deemed by the Aviation

pay to a maximum of three (3) months for each violation.

demonstrating the ability to work under the above conditions may be appropriately disciplined, including suspension of his proficiency
C. Any employee who receives this allowance and fails to continue

airport techniques.

Aviation and Department Rules and Regulations and proper
radio supervision from the tower) in accordance with Federal

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.

ARTICLE 32 GROUP HEALTH INSURANCE

4. The Union acknowledges and understands that the provisions of this Article are for the protection of all users of the County's airports and are intended to improve safety and reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at the County's airports.

3. All employees entering and working in or around arriving and departing international aircraft and facilities used or designated as controlled by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies.

2. All employees, while on the AOA and within designated security areas of a County airport, must conspicuously display on their person the Department issued identification badge, together with any additional materials required by any Federal agency having jurisdiction over such area(s).

operators must possess and maintain current a valid, appropriate Florida driver's license.

employees eligible for group health insurance or the Flexible Flexible Benefits Plan paid in biweekly increments for County 4. The County will provide an annual \$400 contribution to the

group/staff model HMO.

the Flexible Benefits Plan to employees enrolled in the 3. The County will provide a \$10.00 biweekly contribution to

currently administered by AV-MED.

Health Plan HMO or the individual practice association model HMO

the Flexible Benefits Plan to employees enrolled in the JMH

2. The County will provide a \$5.00 biweekly contribution to

Service Managed Health Care Group Insurance Plan.

1. The County's Group Health Insurance will be a point of

employer and the Internal Revenue Code.

regulations, and procedures pertaining thereto prescribed by the

to participate pursuant to law and in accordance with all rules,

agree that bargaining unit employees will be offered the opportunity

during the term of this collective bargaining agreement. The parties

The County's flexible benefits program will remain in effect

County and the qualified Health Maintenance Organization.

regulations and procedures pertaining thereto prescribed by the

Organization pursuant to law and in accordance with all rules,

afforded the opportunity to become members of a qualified Maintenance

The parties agree that bargaining unit employees will be

1. When a job vacancy is frozen and there is a promotional eligible list in effect, the list will not be allowed to expire if it can be shown that the purpose of freezing the vacancy is solely to pass over those employees on the list.

ARTICLE 34 PROMOTIONS WITHIN THE BARGAINING UNIT

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

ARTICLE 33 PROBATIONARY PERIODS WITHIN THE BARGAINING UNIT

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

\$1,000.00.

Benefits Plan. Effective January 2003, this annual contribution will be increased by \$200.00 to a total of \$600.00. Effective January 2004, this annual contribution will be increased by \$200.00 to a total of \$800.00. Effective January 2005, this annual contribution will be increased by \$200.00 to a total of \$1,000.00.

1. The County agrees to furnish the Union, once a year, a copy of names, classifications, and addresses for all employees in this Bargaining Unit.
2. The County agrees to notify the Union within reasonable advance of any public hearing in which personnel matters, relative to this Bargaining Unit are to be the subject of discussion.

ARTICLE 36 SERVICES TO THE UNION

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 35 BLOOD BANK AND DONORS

3. In cases when there is no examination required for a promotion, County Policy shall be to first consider present employees, provided the employee applying meets all requirements and is fully qualified.
2. Employees interviewed for promotional opportunities, shall be notified of their acceptance or rejection, within a reasonable time. Employees interviewed and rejected for promotional opportunities will be counseled by the Department as to the reasons for such rejection, if such is requested by the employee.

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

ARTICLE 37 SICK LEAVE

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

- Board of County Commission Agendas
 - Board of County Commission Green Sheets
 - Examination Announcements
 - Training and Benefit Bulletins
 - Classifications Specifications (3)
 - Employee Newspapers
 - Administrative Orders and Personnel Policy Procedures
 - Proposed Budget
 - Final Budget
 - Table of Organization
 - Pay Plan (4)
3. The County agrees to provide the Union with the following documents and publications: (One (1) copy, unless indicated otherwise).

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

prorated in accordance with the following schedule:

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

pregnancy.

4. Sick leave shall not be granted for pregnancy. However, sick leave may be used for illnesses caused or contributed to by

employee's sick bank.

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

Rules and Leave Manual.

2. Full-time employees shall earn one (1) day of sick leave for each month of service in accordance with the County Personnel

maximum number of hours.

excluding any shift differential, and will not be subject to any

the employee's current rate of pay at the time of retirement

balance of accrued unused sick leave. Such payment will be made at

employment will be eligible to receive 100% payment of their full

Employees who retire after 30 years of full time County

hours of accumulated sick leave.

Full-time continuous County employment with a maximum payout of 1,000

All such payments described above are based on years of

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

1. The present annual leave policy as stated in the County

Personnel Rules and Leave Manual shall remain in force and

effect. Employees may accrue annual leave up to a maximum of

500 hours.

2. In order to recognize longevity of service, persons with six (6)

or more years of continuous full time County service shall have

the following additions to their annual leave:

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

3. All employees in this Bargaining Unit shall receive annually, a statement of all leave (annual, sick and holiday) balances.

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

5. Within subdivisions of the Department, in setting annual leave schedules, preference as to annual leave dates will be given to

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

ARTICLE 40 DISCIPLINARY ACTION

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

ARTICLE 39 DISABILITY LEAVE

6. Whenever possible, employees scheduled for annual leave as noted above, shall be entitled to use the total amounts of leave earned during the leave year. But more than three (3) consecutive weeks shall be at the discretion of the Department. classification.
those employees with the greatest amount of service in the same

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. Both should be viewed as efforts to improve performance. An employee who receives a formal record of counseling will be permitted to attach a written rebuttal to the counseling form by submitting it within ten (10) calendar days from the receipt of the counseling. The formal record of counseling and rebuttal, if any, will be reviewed by the supervisor of the employee who prepared the counseling, prior to it being placed in the affected employee's personnel file.

The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of dismissal, demotion, reduction in grade and suspension through the grievance procedure contained in Article 5 of this Agreement. The Union shall notify the Director of Labor Management in writing no later than fourteen (14) calendar days from the employees receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance procedure or request an appeal in accordance with Section 2-47 of the code of Miami-Dade County. The Union's choice between the grievance procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

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

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 Manager or his authorized representative

ARTICLE 42 VEHICLES

Unless specifically provided for or abridged by this Agreement, all economic benefits in the knowledge of the parties currently in effect shall remain in effect.

ARTICLE 41 PREVAILING BENEFITS

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

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

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.

Nothing contained herein shall be interpreted as restricting the powers vested by law in the County Manager or the County Commission to provide additional benefits to any employee. Nothing contained herein shall be interpreted to prevent or restrict the County or the Department from entering into agreement with other organizations of

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

ARTICLE 43 APPLICABILITY OF AGREEMENT

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

effective during the term of this Agreement and is greater than the wage increase provided for under Article 29 Wages, the Union will have the right to request the reopening of negotiations with respect to Article 29 Wages only.

Either party may require, by written notice to the other between June 1, 2005, and not later than June 30, 2005, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2005. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2005 through September 30, 2006.

EXHIBIT 1
 BARGAINING UNIT
 AVIATION EMPLOYEES LOCAL 1542
 OCCUPATIONAL TITLE AND OCCUPATIONAL CODE NUMBER

Airport Operations Specialist (9762)
 Airport Operations Agent (9763)
 Airport Operations Senior Agent (9764)
 Airport Account Clerk (5338)
 Airport Accountant 1 (5339)
 Airport Architectural Drafter 2 (5489)
 Airport Attendant (5374)
 Airport Automotive Equipment Operator 1 (5427)
 Airport Automotive Equipment Operator 2 (5428)
 Airport Automotive Equipment Operator 3 (5429)
 Airport Automotive Mechanic (5416)
 Airport Automotive Service Helper (5415)
 Airport Capital Inventory Clerk (5319)
 Airport Carpenter (5442)
 Airport Cashier 1
 Airport Data Entry Specialist 1 (5346)
 Airport Data Entry Specialist 2 (5345)
 Airport Office Support Specialist 2 (5306)
 Airport Clerk 1 (5302)
 Airport Clerk 2 (5303)
 Airport Collection & Inspection Representative (5334)
 Airport Computer Operator (5354)
 Airport Construction Equipment Mechanic (5419)
 Airport Driver-Messenger (5343)
 Airport Electronic-Electrical Equipment Technician 1 (5472)
 Airport Electronic-Electrical Equipment Technician 2 (5474)
 Airport Electrician (5444)
 Airport Engineering Drafter 2 (5487)
 Airport Fire Protection System Tech
 Airport Fire Suppression Systems Tech (5479)
 Airport Heavy Duty Truck Mechanic (5418)
 Airport Hydraulics Mechanic (5464)
 Airport Information Guide (5362)
 Airport Inventory Clerk (5318)
 Airport Laborer
 Airport Lighting Technician (5468)
 Airport Locksmith (5446)
 Airport Machinist (5450)
 Airport Maintenance Mechanic (5404)
 Airport Maintenance Repairer (5403)

EXHIBIT 1
BARGAINING UNIT
AVIATION EMPLOYEES LOCAL 1542
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE NUMBER

Airport Mason (5454)
Airport Mechanical Equipment Technician 1 (5475)
Airport Mechanical Equipment Technician 2 (5476)
Airport Motorcycle Mechanic (5417)
Airport Noise Abatement Officer (5253)
Airport Office Support Specialist II
Airport Painter (5448)
Airport Plumber (5452)
Airport Public Service Assistant (5364)
Airport Records Center Clerk 1 (5321)
Airport Records Center Clerk 2 (5322)
Airport Refrigeration/AC Mechanic (5456)
Airport Secretary (5310)
Airport Semi-Skilled Laborer (5402)
Airport Sign Painter (5458)
Airport Stores Clerk (5317)
Airport Teleprocessing Coordinator
Airport Tree Trimmer (5440)
Airport Waste Plant Operator (5462)
Airport Welder (5460)
Airport Word Processing Operator 2 (5313)
Auxiliary Airport Specialist (5372)
Landside Equipment Operator (5425)
Landside Officer 1 (9933)
Landside Officer 2 (9934)
Senior Landside Officer (9935)

EXHIBIT 1A
 BARGAINING UNIT
 AVIATION EMPLOYEES LOCAL 1542

OCCUP. CODE OCCUPATIONAL

 NUMBER TITLE

5302	Airport Clerk 1
5303	Airport Clerk 2
5306	Airport Office Support Specialist II
5310	Airport Secretary
5313	Airport Word Processing Operator 2
5317	Airport Stores Clerk
5318	Airport Inventory Clerk
5319	Airport Capital Inventory Clerk
5321	Airport Records Center Clerk 1
5322	Airport Records Center Clerk 2
5334	Airport Collection & Inspection Representative
5338	Airport Account Clerk
5339	Airport Accountant 1
5343	Airport Driver-Messenger
5345	Airport Data Entry Specialist 1
5346	Airport Data Entry Specialist 2
5354	Airport Computer Operator
5356	Airport Teleprocessing Coordinator
5487	Airport Engineering Drafter 2
5489	Airport Architectural Drafter 2

Exhibit 1B
AFSCMB 1542 - BARGAINING UNIT

OCCUPATIONAL	TITLE	NUMBER	OCCUP. CODE
	Airport Information Guide	5362	
	Airport Public Service Assistant	5364	
	Auxiliary Airport Specialist	5372	
	Airport Attendant	5374	
	Airport Operations Specialist	9762	
	Airport Operations Agent	9763	
	Airport Operations Senior Agent	9764	
	Landside Officer 1	9933	
	Landside Officer 2	9934	
	Senior Landside Officer	9935	
	Airport Semi-Skilled Laborer	5402	
	Airport Maintenance Repairer	5403	
	Airport Maintenance Mechanic	5404	
	Airport Automotive Service Helper	5415	
	Airport Automotive Mechanic	5416	
	Airport Motorcycle Mechanic	5417	
	Airport Heavy Duty Truck Mechanic	5418	
	Airport Construction Equipment Mechanic	5419	
	Landside Equipment Operator	5425	
	Airport Automotive Equipment Operator 1	5427	
	Airport Automotive Equipment Operator 2	5428	
	Airport Automotive Equipment Operator 3	5429	
	Airport Tree Trimmer	5440	
	Airport Carpenter	5442	
	Airport Electrician	5444	
	Airport Locksmith	5446	
	Airport Painter	5448	
	Airport Machinist	5450	
	Airport Plumber	5452	
	Airport Mason	5454	
	Airport Refrigeration Mechanic	5456	
	Airport Sign Painter	5458	
	Airport Welder	5460	
	Airport Waste Plant Operator	5462	
	Airport Hydraulics Mechanic	5464	
	Airport Lighting Technician	5468	
	Airport Electronic-Electrical Equip. Tech. 1	5472	
	Airport Electronic-Electrical Equip. Tech. 2	5474	
	Airport Mechanical Equipment Technician 1	5475	
	Airport Mechanical Equipment Technician 2	5476	
	Airport Fire Suppression Systems Technician	5479	

This Agreement signed this 8th day of APRIL 2003.

For A.F.S.C.M.E. Local 1542

For Miami-Dade County

James Perfora
President

Gregory J. Hoff
Vice President

Jeremy J. Shinkens
Witness

Thomas J. ...
Witness

John ...
Witness

John ...
Witness

John ...
Witness

County Manager

Director, Employee Relations

Department

Director, Aviation Department

George ...
Director, Labor Management and
Employee Appeals Division

William ...
Witness

William ...
Witness

William ...
Witness

President

Vice President

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

County Manager

Department

Director, Aviation Department

George ...
Director, Labor Management and
Employee Appeals Division

William ...
Witness

William ...
Witness

William ...
Witness

Witness

Witness

Witness

Witness

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