

NEGOTIATIONS BETWEEN TWU LOCAL 291 AND MIAMI-DADE COUNTY

UNION PROPOSAL
NOVEMBER 4, 2021

ARTICLE I.5 CHECK OFF

The County agrees, ~~in accordance with FS 447.303~~ to continue the present union check-off system whereby union dues, as established by the Union, will be withheld from the union members' pay at the source in equal amounts from each biweekly pay. The County also agrees to a check-off for Union C.O.P.E. (Committee on Political Education) contributions whereby C.O.P.E. contributions, as established by the Union, will be withheld from the union members' pay at the source in equal amounts from each biweekly pay. Such withholding for union dues and C.O.P.E. are to be transmitted to the duly elected treasurer of the Union for the previous biweekly earnings, not later than ten (10) days from the date they were withheld. The Union will notify the County thirty (30) days prior to any changes in the dues structure and/or C.O.P.E. contributions. Upon ratification of the 2020-2023 Agreement, the County shall provide the Union with an additional payroll deduction slot. Further, upon full implementation of the Enterprise Resource Planning (ERP) system, the County shall provide the Union with an additional payroll deduction slot.

Tentatively Agreed to By the Parties on 11/4/21

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ARTICLE I.6 WAGES

During the ~~2017-2018~~ 2020-2021 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 2021-2022 3% Cost of Living Adjustment provided by this Article

~~During the 2018-2019 Fiscal Year, effective and retroactive to~~ Effective the first pay period in ~~October 2018~~ 2021 (Fiscal Year 2021-2022), bargaining unit employees shall receive a Cost of Living Adjustment of ~~one percent (1%)~~ three percent (3%).

~~During the 2019-2020 Fiscal Year, effective, and retroactive to~~ Effective the first pay period in ~~April 2020~~ October 2022 (Fiscal Year 2022-2023), 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 ~~one (1%) percent~~ three percent (3%). The Cost of Living Adjustment for Fiscal Year 2022-2023 shall not be applied retroactively.

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ARTICLE I.11 TERM OF AGREEMENT AND REOPENING

This Agreement shall be effective October 1, 2020 ~~2017~~, and shall remain in force through September 30, 2023 ~~2020~~, upon ratification by the parties.

In the event that during the term of this Agreement (October 1, 2020 ~~2017~~ through September 30, 2023 ~~2020~~) another County collective bargaining unit 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 I.6, Wages, the Union shall automatically receive the same across the board increase (Cost of Living Adjustment) as the other Union.

During the term of this Agreement, the County shall have the right to reopen this Agreement with respect to performance based compensation projects, classification consolidation studies, or the County Pay Plan redesign. The County agrees that it cannot unilaterally implement changes that would conflict with the terms of this collective bargaining agreement.

The County shall have the right to reopen Article VII.16 Group Insurance and Health Maintenance Organization of this agreement for health care redesign. The County may invoke this reopener clause by written notice to the Union no sooner than January 1, 2022.

Sixty (60) days after ratification of this Agreement, the parties shall reopen Article I.10 for the purpose of negotiating over service innovations and/or technological changes. Any impasse reached in these negotiations shall be resolved pursuant to the impasse resolution procedure set forth in § 447.403, Florida Statutes.

Either party may require by written notice to the other between April 1, 2023 ~~2020~~, and not later than December 31, 2023 ~~2020~~, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2023 ~~2020~~.

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ARTICLE III.1 LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-management Committee consisting of members designated by the Union and the DTPW Director.

The Labor-management Committee shall meet on a monthly basis or at other times by mutual consent. These meetings shall be held during working hours, without loss of pay to Union representatives, who are not on leave of absence under Article III.2 hereof. Committee members who attend these meetings will not be required to report to their regular assignments that day. Committee members, who are off-duty on the day Labor Management meeting is held, will receive an alternate day off not later than the end of the pay period subsequent to the one in which the meeting was held.

The purpose of these meetings will be to discuss subjects of mutual concern and interest. The meetings should aim to solve or avoid problems, build mutual trust and respect, and improve communications and employee morale. The Labor-management Committee shall have as its specific mission to:

- 1) Identify cost savings system-wide.
- 2) Evaluate all work before it is contracted out to insure we do not have the capabilities of performing the work in-house. This evaluation process shall not exceed thirty (30) calendar days. Emergency requests as defined in Article II (d) may be acted upon immediately by DTPW.
- 3) Develop an attendance improvement plan.
- 4) Other problems of mutual concern.

Each party will exchange an agenda of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent.

The discussion of subjects under dispute through a formal grievance will be excluded, and will be handled as set forth in the parties' grievance and arbitration process.

Within the authority of the representatives, both parties will make every effort to implement any agreement or plan which results from these meetings. If unable to

implement, the representatives will make appropriate recommendations to the County Mayor or his/her assistant assigned to oversee DTPW.

Within ninety (90) days of ratification of this Agreement, the County will present the Union with a proposed Absenteeism Policy for discussion and negotiations.

Tentatively Agreed to By the Parties on 11/4/21

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ARTICLE III.2 AUTHORIZED LEAVE FOR UNION ACTIVITY

A. **Leave of absence without pay** may be granted to a permanent employee for the purpose of accepting a position with the Union representing the employees of DTPW Full-time union officials granted an extended leave of absence shall be considered in pay status for Longevity Bonus Award purposes, as provided in Article VII.2B herein. This shall apply retroactively.

B. **Employees Conducting Union Business** - Except for full-time Union officials granted an extended leave of absence, employees given time off to conduct Union business will be considered in pay status, provided the Union verifies in writing the names, dates and hours for such persons. ~~This notice must be received by the Director or designee, no less than three (3) working days prior to the scheduled date, if the notice is within (3) working days, only a maximum of five (5) employees may be released.~~

Daily Overtime - If an employee is booked off for TWU business for the entire day, the employee will be paid his/her regular day's pay.

If an employee, who has a five-day work week, is booked off for TWU business for part of the day and then works beyond the eighth hour (those with a four-day work week the 10th hour), the overtime premium will be paid by the party for whom the employee is working the overtime.

Weekly Overtime - If an employee conducts union business on his/her off day, then DTPW will make no payment, nor charge TWU for this time.

If an employee performs his/her job duties on his/her off day, and earns premium pay by doing so, then DTPW shall pay the overtime premium, regardless of whether the employee has booked off for TWU during his/her regular days on.

Contract Negotiations - DTPW shall pay for up to seven (7) bargaining unit members (other than the chief shop stewards) to attend labor contract negotiating sessions. Employees will be paid for time in attendance at the meetings, plus appropriate travel time if they are traveling from or returning to work before or after the meeting.

C. **Union Time Pool** - Each Bargaining Unit employee shall be allowed to voluntarily contribute to the pool, at the end of their leave year prior to conversion, one of the

first six days of unused sick leave earned during the leave year. Employees who have used the first six days of sick leave during their leave year may contribute a day of earned annual leave. Employees shall also be allowed to voluntarily contribute all annual leave in excess of the maximum accrual. Each day contributed to the pool will be converted to the equivalent dollar value based on an employee's end of leave year base hourly pay rate.

The time in the pool may be utilized by elected and appointed officials of the Union, (excluding the President), and other bargaining unit employees designated by the Union President. When a day is used by a bus operator or train operator their regular run will be paid. All other bargaining unit employees, who have a five-day work week, will be paid for eight (8) hours for each full day used, (ten (10) hours for those with a four-day work week). If the number of hours used by an employee is less than a full day, the charge to the Union Time Pool will be on an hour for hour basis.

Each employee who wishes to donate time to the Union Time Pool will use a Time Pool donation form which will be provided by DTPW. This form shall include language releasing DTPW and/or Dade County from any and all liability to pay for any time contributed by the employee to the Union Time Pool. All requests for payments to be made from the Union Time Pool shall be made on the forms provided by DTPW. Such forms shall be signed by the bargaining unit employee and the Union President or his designee.

Employees shall be released from duty for Union pool time only if the needs of DTPW permit but such release shall not be unreasonably denied. If DTPW determines an employee cannot be released at the time desired, the Union may request an alternate employee be released from duty during the desired time. All applicable rules, regulations, and orders shall apply to any person on Union Time Pool release. Violation of such rules shall subject the employee to the regular disciplinary process. When reporting an employee's absence as a result of utilizing the Union Time Pool, the attendance record shall reflect: Union Activity (Y).

Any injury received or any accident incurred by an employee whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool, shall not be considered to have sustained an on-the-job injury, nor shall such injury or accident be considered to have been incurred in the course or scope of his/her employment by DTPW or Miami-Dade County, within the meaning of Chapter 440, Florida Statutes as amended.

DTPW and/or Miami-Dade County reserve the right to rescind the provisions of this Article in the event any portion of the Article is found to be illegal.

The Union agrees to indemnify and hold DTPW and the County harmless against any and all claims, suits, orders, or judgments brought or issued against DTPW or

the County as a result of any action taken or not taken by the County or DTPW under the provisions of this Article.

This Article shall not be subject to the grievance and arbitration provisions of this Agreement.

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ARTICLE III.3 STEWARDS – PRESIDENT

- 1) The Union President and Vice-President will be released from duty full-time with pay to administer this Agreement. If the President is a bus operator, payment shall be equivalent to the amount paid for the run with the highest run hours available to all DTPW bus operators. If the Vice-President is a bus operator, payment shall be equivalent to the amount paid for the run with the highest run hours available to all DTPW bus operators. If the President or Vice-President is an employee from any classification listed in Subsections (2)(b)-(f) of this Article, payment shall be made as specified in the applicable Subsection.

- 2) The Union also has the right to select ~~seven (7)~~ nine (9) additional employees from within the Bargaining Unit, as herein defined, to be released from duty full-time with pay to act as Union Stewards. The names of employees selected shall be certified, in writing, to DTPW by the Union. 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 DTPW activities, work production, and services. Payment shall be as follows:
 - (a) If any bus operator is on full-time release pursuant to this provision (2), payment shall be equivalent to the amount paid for the run with the highest run hours available to bus operators at their existing or newly created division during each line-up period, with the exception of the Central Division. If a steward is assigned to the Central Division, that steward shall serve as the Chief Bus Operations Shop Steward and shall be paid the equivalent of the highest run hours available to all DTPW bus operators.

 - (b) If any bus/rail maintenance employee is on full-time release pursuant to this provision (2), in addition to the standard forty (40) hour work week, as a result of the elimination of part-time stewards and to facilitate effective shift coverage, bus maintenance stewards shall receive one (1) hour of daily overtime pay (with the exception of the Central O & I steward who shall be paid 50 hours per week). Payment for any hours over forty (40) per week shall be at the applicable rate.




 - (c) If any rail employee is on full-time release pursuant to this provision (2), payment shall be equivalent to that amount paid for the run with the highest run hours during each line-up period.

 - (d) If any rail employee (Maintenance/Mover) employee is on full-time release pursuant to this provision (2), in addition to the standard forty (40) hour work week, to facilitate effective shift coverage, the rail maintenance/mover steward shall receive one (1) hour of daily overtime pay. Payment for any hours over forty (40) per week shall be at the applicable rate. It is noted that any full-time rail stewards will share office space.

- (e) If any Field Engineering System Maintenance (FESM) employee is on full-time release pursuant to this provision (2), in addition to the standard forty (40) hour work week, to facilitate effective shift coverage, the FESM steward shall receive one (1) hour of daily overtime pay. Payment for any hours over forty (40) per week shall be at the applicable rate.

- (f) If any Transit Revenue Collector (TRC) employee is on full-time release pursuant to this provision (2), in addition to the standard forty (40) hour work week, to facilitate effective shift coverage, the TRC steward shall receive one (1) hour of daily overtime pay. Payment for any hours over forty (40) per week shall be at the applicable rate.

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ARTICLE III.13 MEDICAL EXAMINATION

Physical examinations shall be required for all Bus Operators and Train Operators every two years. The County, when it deems an employee mentally or physically unable to perform his/her normal duties or light duty assignments, may, in its discretion, arrange at its own expense for the medical examination of any employee on his/her regular scheduled work day, and to rely upon such medical report with respect to the continuance of such employee in the County's employment.

The Department shall have the right to require toxicology and alcohol testing as part of any provided physical examination. The County Mayor agrees to maintain reasonable procedures.

Whenever possible, the employee is to be notified in writing with copies to the Union at least five (5) days prior to the scheduled appointment. In any event, both the employee and the Union will be notified prior to the employee's appointment. Before any action is taken, however, upon such report, if the employee requests another examination within two (2) office work days after notification to him/her, then a second examination will be made by another doctor selected by the employee. If the doctor selected by the County and the doctor selected by the employee do not agree as to such employee's physical fitness, then the two doctors so chosen to select a third doctor to make an examination and the majority report of said doctors shall govern and be binding in that particular respect.

DTPW agrees to consult with the TWU in regard to establishing a program to assist employees in overcoming stress related illness.

Any employee who suffers from alcoholism and recognizes his/her problem of alcohol abuse; and wishes and agrees to obtain treatment for alcoholism shall suffer no disciplinary action or discharge as

a result of his/her admission and recognition of his/her alcoholism; provided:

(1) He obtains treatment through professional counseling membership in Alcoholics Anonymous, and/or other recognized treatment methods.

(2) He/She successfully controls his/her alcoholism as a result of treatment.

(3) This section shall not convey the right of an employee to raise alcoholism as a defense to the commission of an act resulting in disciplinary action.

The Union agrees that the County may, to the extent necessary to obtain Federal funding, institute procedures to comply with the United States Department of Transportation Regulations for Control of Drug Use in Mass Transportation Operations provided, however, that by agreeing to the institution of such procedures as are necessary to comply with Federal regulations implemented by the Department

of Transportation or the Urban Mass Transportation Administration in this contract, the Union does not waive its right to challenge the validity of those regulations by filing an action or actions against the

Secretary of Transportation or any other non-County authority responsible for the promulgation of the Federal regulations.

Upon ratification, the Department of Transportation and Public Works (DTPW) will fund a mental health clinician position, subject to approval by the Office of Management and Budget (OMB), to work in the Human Resources Department, Employee Support Services Unit, to provide counseling services exclusively to DTPW's employees.

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ARTICLE VI.2 LINE-UPS AND RUNS

- (a) DTPW will provide for at least one (1) general line-up each year. This line-up shall be effective in November. DTPW will provide for at least ~~one (1)~~ two (2) more line-ups per year. The date of the second and third line-up will be ~~June~~ March and July. Unless necessitated by service adjustments and/or other operational requirements, the ~~June~~ second and third line-ups shall be ~~a~~ divisional line-ups. Additional line-ups may be scheduled as deemed necessary by DTPW. The November pick shall determine facility locations and vacation schedules as well as work assignments. Management and labor will develop an efficiency initiative to reduce the total time of line-ups.

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TWU Local 291

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ARTICLE VI.2 LINE-UPS AND RUNS

- (u) DTPW will incorporate paid **recovery time**, in an amount approximately ten percent but not less than eight percent round trip running time, into each run. The Labor Management Committee as provided for in Article III.1 of this Agreement will study runs considered to have insufficient recovery time. After runs have been checked, and it is agreed that some adjustment is needed, a period of ten days will be allowed for the schedule to be adjusted and made up. The effective date of the revised schedule will depend upon the type of line-up or procedure necessary to institute the said schedules in accordance with the contract. Within ninety (90) days of ratification of this Agreement, the County will complete a schedule analysis of all bus routes and meet and confer with the Union to discuss recovery time. Any changes to recovery time must be mutually agreed to by the parties.

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ARTICLE VI.11 Bus OPERATORS - PART-TIME OPERATORS

The parties acknowledge that the County's past practice has been to hire Bus Operators in part-time status only. Such practice is no longer conducive to efficient operations. To attract Bus Operators and to be competitive in the marketplace, the parties have agreed that the County may hire Bus Operators directly into full-time status, provided the County has complied with all other provisions of this Agreement, including section (c) below. Bus Operators hired into full-time status shall complete a 26-payperiod probationary period in accordance with Miami-Dade County Personnel Rules.

The following procedures shall apply to part-time Bus Operators:

- (a) DTPW shall hire and assign part-time operators based on level of needs, as determined by the DTPW. The number of part-time operators shall not exceed the number developed by the following formula:

$$22 \% \times \text{number of budgeted full-time Bus Operators}$$

Part-time operators may be used for any scheduled assignment on Saturday and Sunday, including regular runs. Part-time operators will not be used for football and other special park-ride services, unless all regular operators have been given an opportunity to operate said service. Part-time operators will not work in excess of twenty-four (24) platform hours per week, unless DTPW is required to use part-time operators as described in the preceding sentence of this section. Weekend part-time assignments will not exceed ten (10) platform hours per day. The daily overtime provision of this agreement shall not apply to part-time operators.

- (b) Regular operators will not be required to become part-time operators.
- (c) Employees in part-time operator status shall not accrue seniority. Regular operators shall at all times have seniority rights over part-time operators.

Part-time employees operators will be given the preference to become offered positions as full-time operators based on time employed as a part-time bus operator before the position is offered to any other applicants. If dates of employment are the same the test scores will govern.

- (d) All part-time operators shall come under the conditions of this Agreement in reference to Union membership, due check-off, C.O.P.E. Check-off, grievance procedure, arbitration, and Union representation.
- (e) Leave Procedures

Accrual of Leave - Part-time employees who are regularly employed and who work forty (40) hours bi-weekly or more shall earn annual and sick leave in accordance with the Miami-Dade County Leave Manual. The amount of leave earned by part-time employees may vary from pay period to pay period depending on the number of hours worked in the period.

Waiting Period - A part-time employee must serve a waiting period consisting of 13 pay periods before being eligible to use accrued leave. Only a pay period in which the employee has worked a minimum of 40 hours may be counted toward the waiting period. Although a part-time employee must serve a waiting period before being able to use leave, he earns leave starting with the first pay period in which he works 40 hours or more.

- (f) Unless specifically provided for or modified by this Agreement, part-time operators shall be covered by applicable provisions of the County Code, Personnel Rules, and Leave Manual pertaining to part-time employees.
- (g) Part-time bus operators will be guaranteed one and one-half hours straight time pay for each assignment or actual hours worked; the guaranteed time will include any time allowances applicable. Wait and travel time will be paid only if required.
- (h) Part-time operators will basically be eligible for pro-rata benefits.
 - (1) Social Security
 - (2) Pension
 - (3) Time allowances as shown in ARTICLE VII.4 and ARTICLE VII.7 except for any modification in this section (ARTICLE VI.11)
 - (4) Birthday Holidays four (4) hours.
 - (5) Bereavement Leave (up to 20 hours)
 - (6) Emergency Sick Leave (up to 12 hours).
 - (7) Annual and Sick Leave as stated in Paragraph (e).
 - (8) Jury Duty-Pay for lost time, up to what assignment for that day would have been.
 - (9) Group insurance benefits are not available to part-time employees. Should these insurance benefits be granted to all part-time employees by the County then such employees would be eligible for these group insurance benefits.
- (i) Any regular operator desiring to become a part-time operator may be transferred to such status to attend an accredited school or college on a full-time basis provided the course work is transportation related and would enhance his/her career opportunities at DTPW; and providing such operator has completed at least one year as a regular operator immediately preceding such request. Such transfers will be subjected to the following conditions:
 - 1) Such operators will be paid their normal hourly rate per the current Agreement for operators but will not have any guarantee.
 - 2) Operators desiring to transfer to part-time status must first obtain written approval from DTPW. Once a transfer is granted, the operator must remain in such status for the quarter, semester, or other term registered for as per the written request.
 - 3) Seniority rights of regular bus operators approved under this section for part-time

status shall continue to accrue for a period not to exceed two (2) years.

Example: Employee with eight and one-half years seniority transferring to part-time status for two (2) years, would have ten and one-half years seniority upon returning to regular bus operator status, providing it was done within two years

- (j) During the term of this Agreement DTPW will continue to post at least fifty (50) as picked trippers to be picked by regular bus operators.
- (k) Part-time operators will be required to adhere to all rules and regulations covering conduct, work habits, personal appearance, and any other operator's responsibilities required of full-time operators.

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ARTICLE VII.2 LONG SERVICE PAY PREMIUMS

B. Longevity Bonus Award

Employees with fifteen (15) years of continuous uninterrupted County service shall receive an annual longevity bonus in accordance with the following schedule:

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



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ARTICLE VII.4 ALLOWANCES - BUS OPERATORS

In addition to base, Bus Operators shall be entitled to receive the following specific allowances:

	PURPOSE	AMOUNT
1.	Request report other than regular run (Regular Operator).	Minimum of 2 hours base
2.	Instructing trainees on runs.	One (1) pay step above base rate.
3.	Bus preparation time.	Fifteen minutes at base hourly rate.
4.	Travel time between two points.	Actual travel and wait time at base hourly rate.
5.	Travel time from relief point to garage.	Actual wait and travel time at base hourly rate.
6.	Travel time from garage to relief point.	Actual travel and wait time at base hourly rate.
7.	Uniform allowance.	\$250 <u>\$300</u> paid in December and \$250 <u>\$300</u> paid in June of each fiscal year for operators.
8.	Full and complete preparation of an accident report.	Thirty minutes at base hourly rate
9.	Night Differential after 7:00 p.m.	Seven <u>Eight</u> percent (7% <u>8%</u>) above base rate
10.	Required to see superintendent in accordance with Note below.	Fifteen minutes at base hourly rate.

(*) Overtime premium will not apply to these allowances.

NOTE: Items 4, 5, and 6 may be made by bus, auto, or other method as stated by DTPW. This would be so stated on line-up.

Item 7 - may include purchase of one watch during term of Agreement for operator's use. DTPW will prescribe purchase procedures. The uniform allowance will be paid the first full pay period in December and June of each fiscal year.

Item 10 - when notified to see a Superintendent, each Operator is responsible for reporting to the Superintendent's office at the time scheduled, or if no time is scheduled, within 72 hours of notice. Operators required to see a Superintendent in response to a complaint or as part of a disciplinary investigation shall be paid an allowance of fifteen (15) minutes at straight time.

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ARTICLE VII.5 ALLOWANCES - SHOP & GARAGE EMPLOYEES

In addition to base pay, Shop & Garage Employees shall be entitled to receive the following specific allowances:

	PURPOSE	AMOUNT
1.	Night Differential - work between 7:00 P.M. and 8:00 A.M. provided shift commences prior to 6:00 A.M.	Seven percent (7%) <u>Eight percent (8%)</u> above base rate.
*2.	Tool Allowance - Journeymen Mechanic (8006, 8010, 8021, 8052, 8083, 8084, 8085, 8089). A list of minimum tool requirements will be supplied to employees in these classifications.	\$550.00 <u>\$650.00</u> net annually.
3.	Leadworker	One step above base rate.
**4.	<u>CNG Certificate</u>	<u>Bus Maintenance Technicians and Body Shop Technicians who obtain their CNG certificates shall receive a five percent (5%) pay supplement</u>

(*) Overtime premium will not apply to these allowances.

(**) This pay supplement will be effective retroactive to the date that the Technician obtained his/her CNG certificate.

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ARTICLE VII.6 ALLOWANCES PARATRANSIT SERVICE CLERKS

In addition to base pay, Paratransit Service Clerks shall be entitled to receive the following specific allowance:

PURPOSE	AMOUNT
Night Differential after 7:00 P.M.	Seven Eight percent (7 <u>8</u> %) above base rate.
Instructing Trainees - Paratransit Service Clerks (8292)	One (1) step above base rate.

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ARTICLE VII.7 ALLOWANCES - ALL BARGAINING UNIT EMPLOYEES

In addition to base pay, all bargaining unit employees shall be entitled to receive the following specific allowances:

All bargaining unit employees will receive a \$70.00 bi-weekly pay supplement.

	PURPOSE	AMOUNT
*1.	Periodic County Medical Examination (Frequency and scope of examination to be determined by DTPW).	Two (2) hours base pay or actual time spent, if conducted during off duty hours
*2.	DTPW Promotional Examination	Time necessary for taking examination. Arrangement must be made at least two days in advance.)

(*) Overtime premium will not apply to these allowances.

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.

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ARTICLE VII.8 OVERTIME - TRANSIT OPERATING EMPLOYEES

	CIRCUMSTANCES	COMPENSATION
1.	Required to work on a Birthday -Holiday as listed in ARTICLE VII.10 which falls on normal work day.	Twice the base hourly rate.
2.	Required to work on a Birthday -Holiday as listed in ARTICLE VII.10 when same falls on day off.	Three times the base hourly rate.

For the ~~Birthday~~-Holiday, employee must be in pay status on his/her work day before and after holiday to be eligible for holiday pay or holiday pay premium.

For Example: If off days are Saturday and Sunday and the holiday falls on a Friday, employee must be on pay status the Thursday before and the Monday after the holiday.

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NEGOTIATIONS BETWEEN TWU LOCAL 291 AND MIAMI-DADE COUNTY

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ARTICLE VII.10 HOLIDAYS

- (a) The following named days of the year shall be recognized holidays subject to the special provisions contained in this Agreement with respect to work performed on such holidays and to the holiday accrual procedure set forth:

HOLIDAYS

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. 4th of July
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday Immediately Following Thanksgiving Day
10. Columbus Day
11. Christmas Day
12. December 26th
13. Employee's Birthday
14. Two (2) Floating Holidays
15. Juneteenth Day*

- (b) **Holiday Accrual** - All Bargaining Unit employees may by written notice, not later than three (3) days before each holiday, have up to ~~thirteen (13)~~ twenty-six (26) days of holiday pay banked instead of being paid for the holiday. If the holiday falls on his/her day off he/she may bank it. These days cannot be used as part of the employee's vacation, however, employees with holiday bank accrual shall be given preference when requesting to be excused over those employees making similar request but having no holiday accrual. Maximum accrual in this bank shall be only 26 days of holiday pay will be all County paid holidays in one budget year.
- (c) **Floating Holiday** – 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.

*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.

Banked holidays must be used prior to an employee being given a non-paid excused day.

Upon an employee's termination, his/her holiday bank will be paid.

Parties on 11/4/21

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ARTICLE VII.13 BEREAVEMENT LEAVE

Bereavement Leave shall be granted up to five (5) days in the event of a death in the employee's immediate family. Immediate family is defined as spouse, children, stepchildren, mother, father, stepmother, stepfather, sister, brother, stepbrother, grandmother, grandfather and grandchildren, registered domestic partner, child or parent of a registered partner, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, or upon proof, any person in the general family whose ties would normally be considered immediate family and living within the same household. Bereavement leave shall not be charged against accrued sick or annual leave provided the request for same is made in writing and contains the name of the deceased, the relationship to the employee, and the copy of an obituary, memorial folder, or other documentation confirming the death and the deceased's relationship to the employee.

~~In the event of the death of an employee's mother-in-law or father-in-law, a maximum of five (5) days' leave from the employee's sick leave bank (not current sick leave accrual), if available, may be used.~~

Tentatively Agreed to By the Parties on 11/4/21



NEGOTIATIONS BETWEEN TWU LOCAL 291 AND MIAMI-DADE COUNTY

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ARTICLE VII.20 ALLOWANCES - CURRENCY PROCESSORS

Night differential after 7:00 P.M. - premium for work performed between 7 P.M. and 8 A.M., provided shift work commences prior to 6 A.M., shall be paid the ~~seven percent (7%)~~ eight percent (8%) above base rate night shift premium.

NEGOTIATIONS BETWEEN TWU LOCAL 291 AND MIAMI-DADE COUNTY

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ARTICLE VII.21 ALLOWANCE - BUS OPERATOR – TRAIN OPERATOR – GUIDEWAY
INSPECTION SPECIALIST

Employees in the bargaining unit classification of Bus Operator, Train Operator and Guideway Inspection Specialist shall be entitled to receive a four percent (4%) ~~one and one-half percent (1.5%)~~ pay allowance. Effective April 3, 2023, this pay allowance shall increase to 5%.

Tentatively Agreed to By the Parties on 11/4/24.

NEGOTIATIONS BETWEEN TWU LOCAL 291 AND MIAMI-DADE COUNTY

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ARTICLE VII.22 OPERATIONS SUPPORT ALLOWANCE

Employees in the bargaining unit classifications of Track Equipment Operator, Rail Structural Repairer, Track Repairer, Maintenance Worker, DTPW Welder, and those designated as Technicians, shall be entitled to receive a one and one-half percent (1.5%) operations support pay allowance.

Tentatively Agreed to By the Parties on 11/4/21

NEGOTIATIONS BETWEEN TWU LOCAL 291 AND MIAMI-DADE COUNTY

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ARTICLE VII.23 CLERK ALLOWANCE

Employees in the bargaining unit classifications of Control Clerk, Stock Clerk, Maintenance Clerk, Service Clerk, and Procurement Clerk, shall be entitled to receive a forty dollar (\$40) bi-weekly pay allowance.

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ARTICLE VIII.5 UNIFORM ALLOWANCE

Parking Enforcement Officers shall receive a Uniform Allowance as currently provided by DTPW. Effective upon ratification, this allowance for Parking Enforcement Officers shall be increased to \$600.00 ~~\$500.00~~ annually. Effective upon ratification, Transit Revenue Collectors will receive a uniform allowance of \$600.00 ~~\$500.00~~ annually. The uniform allowances provided by this article shall be paid as follows: \$300.00 ~~\$250.00~~ will be paid the first full pay-period in December and \$300.00 ~~\$250.00~~ will be paid the first full pay-period in June of each fiscal year.

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ARTICLE X RAIL ADDENDUM

ALLOWANCES – RAIL MAINTENANCE EMPLOYEES

In addition to base pay, Rail Maintenance employees shall be entitled to receive the following specific allowances:

	PURPOSE	AMOUNT
1.	Night Differential - work between 7:00 P.M. and 8:00 A.M. provided shift commences prior to 6:00 A.M.	Seven <u>Eight</u> percent (7 <u>8</u> %) above base rate.
*2.	Tool Allowance	DTPW will provide all tools.
3.	Leadworker	One step above base rate.

(*) Overtime premium will not apply to these allowances.

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NEGOTIATIONS BETWEEN TWU LOCAL 291 AND MIAMI-DADE COUNTY

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ARTICLE X RAIL ADDENDUM

ALLOWANCES - TRAIN OPERATOR:

In addition to base, Train Operators shall be entitled to receive the following specific allowances:

	PURPOSE	AMOUNT
1.	Request report other than regular run Regular Operators	Minimum of 2 hours base pay.
2.	Instructing trainees on runs	One (1) pay step above base rate.
*3.	Uniform Allowance	\$250.00 \$300.00 paid in December and \$250 \$300.00 paid in June of each fiscal year for operators.
4.	Full and complete preparation of an accident report	(To be established by administrative order.)
5.	Night Differential after 7:00 P.M.	Seven percent (7%) Eight percent (8%) above base rate.
6.	Required to see Superintendent in accordance with Note below	Fifteen minutes at base hourly rate

(*) Overtime premium will not apply to these allowances.

Item 3 - may include purchase of one watch during term of Agreement for operator's use. DTPW will prescribe purchase procedures. The uniform allowance will be paid the first full pay period in December and June of each fiscal year.

Item 6 - when notified to see a Superintendent, each Operator is responsible for reporting to the Superintendent's office at the time scheduled, or if no time is scheduled, within 72 hours of notice. Operators required to see a Superintendent in response to a complaint or as part of a disciplinary investigation shall be paid an allowance of fifteen (15) minutes at straight time.

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