

AGREEMENT

BETWEEN

CITY OF MIAMI, MIAMI, FLORIDA

AND

MIAMI GENERAL EMPLOYEES

AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES

LOCAL 1907, AFL-CIO

October 1, 2014 -- September 30, 2017

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AGREEMENT

THIS AGREEMENT is entered into this _____ of _____ 2014, between the CITY OF MIAMI, FLORIDA, a municipal corporation (hereinafter referred to as the "City") and the MIAMI GENERAL EMPLOYEES AFSCME LOCAL 1907, AFL-CIO (hereinafter referred to as the "UNION")

PREAMBLE

WHEREAS, it is the intention of the parties to this Agreement to set forth herein the entire agreement of the parties concerning matters which are within the scope of negotiation:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE 1

RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, as amended, the City recognizes the UNION as the exclusive bargaining representative for all employees included in the bargaining unit.

1.2 The bargaining unit is as defined in presently filed Certification issued by the Florida Public Employees Relations Commission initially certified on June 6, 1978, Certification #408, which includes all the classifications listed in APPENDIX A of the Agreement.

1.3 The City shall promptly notify the UNION in writing of any newly created classifications in the bargaining unit.

1.4 If there is a dispute between the parties regarding the inclusion or exclusion of any classifications within the bargaining unit, the issue shall be settled in accordance with State law.

ARTICLE 2

REPRESENTATION OF THE CITY

2.1 The City shall be represented by the City Manager, the Director of Human Resources or a person or persons designated in writing to the UNION by the City Manager. The City Manager and the Director of Human Resources or designee shall have sole authority to execute an Agreement on behalf of the City subject to ratification by an official resolution of the City Commission.

2.2 It is understood that the City Representative or Representatives are the official representatives of the City for the purpose of negotiating with the UNION. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight of authority in committing or in any way obligating the City.

ARTICLE 3

REPRESENTATION OF THE UNION

3.1 The UNION shall be represented by the President of the UNION, or by a person designated in writing to the City Manager, the Director of Human Resources or designee by the President of the UNION. The identification of representatives shall be made each year at least fifteen (15) calendar days prior to April 1st. Said designation shall be accompanied by an affidavit executed by said President that the UNION has complied with all requirements of State law in effect at that time with respect to registration of the UNION.

3.2 The President of the UNION, or the person designated by said President, shall have full authority to conclude an agreement on behalf of the UNION subject to ratification. It is understood that the UNION representative is the official representative of the UNION for the purpose of negotiating with the City. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the UNION, shall be deemed unauthorized and shall have no weight of authority in committing or in any way obligating the UNION.

It shall be the responsibility of the UNION to notify the City Manager or the Director of Human Resources in writing of any changes in the designation of the President of the UNION or of any certified representative of the UNION.

3.3 The UNION may be represented at negotiation sessions by not more than four (4) designated employee representatives. The four (4) employee representatives may be permitted to attend negotiation sessions on duty with no loss of pay or emoluments except that if one of the four (4) employee representatives is the UNION President on full-time release in

accordance with the terms of Article 8, Attendance at Meetings/UNION Time Pool, then only three (3) employees may be released from duty with no loss of pay or emoluments. If two (2) of the four (4) employee representatives are the UNION President and the full-time release designee, then only two (2) employee may be released from duty with no loss of pay or emoluments.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, and the powers and authority not abridged, delegated or modified by the express provisions of this Agreement or in any Memorandum of Understanding(s) (MOU) that is incorporated in this agreement and attached hereto or referred to herein, in addition to any MOU entered into during the term of this agreement. AFSCME, Local 1907 and the City retain the right to bring forth additional MOUs which were entered into by both parties and incorporate them as part of the agreement after notification of the respective party (AFSCME, Local 1907/City Manager or designee) who will confirm the authenticity of the MOUs. Otherwise, any changes of terms and conditions of employment shall not be recognized. Any future MOU that amends the collective bargaining agreement shall be subject to Florida Statute, Chapter 447, Part II.

The parties agree to a sunset provision that begins at the ratification of this labor agreement wherein any MOU that is not included with the labor agreement will be considered null and void.

The rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of City Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for service to be offered to the public; to direct the employees, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees; to suspend, demote,

discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish positions; to change or eliminate existing methods of operation, equipment or facilities; and to establish rules, regulations and rules of conduct.

4.2 The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission. This shall not prohibit the UNION from expressing its views to the legislative body at the public budget hearing.

4.3 If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions. This provision will in no way alter or diminish the rights afforded by Article 7, Prevailing Benefits.

4.4 Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision in this Agreement are not in any way, directly or indirectly, subject to the Grievance Procedure contained in this agreement.

4.5 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Miami. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

4.6 The City retains the right to establish, and from time to time to amend, rules and regulations not in conflict with this Agreement.

ARTICLE 5

NO STRIKE

5.1 "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

5.2 Neither the UNION nor any of its officers, agents, and members, nor any UNION members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, picketing in furtherance of any of those acts or any other interruption of the operations of the City.

5.3 Each bargaining unit member who holds a position with the UNION occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in F.S. 447.505 and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the UNION, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the City, to encourage and direct bargaining unit member violating this Article or the law to return to work, and to disavow the strike publicly.

5.4 Any or all employees who violate any provision of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City, and any such action by the City shall be appealable to the Civil Service Board.

ARTICLE 6

DISCRIMINATION

6.1 The City and the UNION agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, disability, sexual orientation, or political affiliation.

6.2 The City agrees not to interfere with the right of the employees to join or not join the UNION, and there shall be no discrimination, interference, restraint or coercion by the City or the UNION because of UNION membership or non-union membership.

6.3 The UNION recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

6.4 Any claim of discrimination by an employee against the City, its officials or representatives, other than a claim of discrimination in violation of section 6.2, shall not be grievable or arbitrable under the provisions of Article 14 - Grievance Procedure, but shall be subject to the method of review prescribed by law or rules and regulations having the force and effect of law.

6.5 The UNION shall not be required to process the grievance of a non-union member.

ARTICLE 7

PREVAILING BENEFITS

7.1 Job benefits heretofore authorized by the City Manager continuously enjoyed by all employees covered by this Agreement, and not specifically provided for or abridged by this Agreement, shall continue upon the conditions by which they had been previously granted.

7.2 Provided, however, nothing in this Agreement shall obligate the City to continue practices or methods which are unsafe, obsolete, inefficient or uneconomical. Disputes over the application of this Section may be subject to the Grievance Procedure.

7.3 If the City desires to change such job benefits, the matter shall be negotiated between the City and the UNION in accordance with Chapter 447, Part II, Florida Statutes.

ARTICLE 8

ATTENDANCE AT MEETINGS/UNION TIME POOL

8.1 The President of the UNION or a designated representative shall be allowed to attend regular meetings and special meetings of the City Commission, State or National UNION Conventions, the Civil Service Board, the Equal Employment Opportunity Advisory Board and the Pension Plan Board. Time off for the UNION President or any other bargaining unit employees to attend these or other similarly approved meetings will be in accordance with Section 2 of this Article.

8.2 A UNION time pool is hereby authorized subject to the following:

- A. The City agrees to establish an annual time pool bank of 5,580 hours to be used in accordance with the provisions of this Article. All unused hours will be carried over to the following calendar year.
- B. For each bargaining unit member, except the UNION-President, or a designee, when on full-time release, who is authorized to use time from the UNION time pool, the President shall fill out the appropriate form as provided for by the City. This form shall be signed by the UNION President and forwarded to the Department Director a minimum of seven (7) calendar days prior to the time the employee UNION representative desires such leave. A copy shall also be forwarded to the Director of Human Resources or designee. It is understood on rare occasions the seven (7) day time limit may not be met. The President

shall forward a detailed explanation to the Director of Human Resources or designee as to why the seven (7) day rule was not met.

- C. Bargaining unit members shall be released from duty only if the needs of the service permit, but such release shall not be unreasonably denied. If because of the needs of the service a bargaining unit member cannot be released at the time desired, the UNION may request an alternate bargaining unit member be released from duty during the desired time.
- D. In reporting a bargaining unit member's absence as a result of utilizing the UNION Time Pool, the daily attendance record shall reflect:
"Bargaining Unit Member Doe on AL" (Authorized Leave)
- E. Any injury received or any accident incurred by a bargaining unit member whose time is being paid for by the UNION time pool, or while engaged in activities paid for by the UNION time pool, except the UNION President and the designee when on full-time release shall not be considered a line-of-duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of employment by the City of Miami within the meaning of Chapter 440, Florida Statutes, as amended.
- F. Upon written request to the Director of Human Resources or designee, the President of the UNION, and the two (2) designees will be released for the term of this Agreement from his/her regularly assigned duties for

the City. The terms of this agreement for such release are only to be implemented if the following qualifications are met by the UNION:

1. The UNION President and the two (2) designated representatives, will reasonably be available through the UNION office currently located at 4011 W. Flagler Street, Suite 405, Miami, Florida 33134, for consultation with the Management of the City of Miami.
2. No requests to attend meetings at the City's expense as the UNION representative will be made to the City by the UNION, its officers, agents or members.
3. The Time Pool will be charged for all hours during which the UNION President and the two (2) designees are on off-duty up to a forty (40) hour work week, except that absence due to vacation leave, sick leave, holidays, or compensatory leave will be charged to the President's employee leave accounts.

G. On no more than one occasion per month, the UNION Executive Board members may meet during their scheduled work shift for a period not to exceed four (4) hours. At no time will more than eight (8) employees be released to attend such meetings, and the Time Pool shall be charged a minimum of four (4) hours for each employee who attends such meetings. Release of employees for this purpose shall be conditioned upon compliance with other provisions of this Article.

8.3 All applicable rules, regulations and orders shall apply to any bargaining unit employees on time pool release. Violations of the above-mentioned rules, regulations and orders shall subject the bargaining unit employees on pool time to regular disciplinary processes.

8.4 The City reserves the right to rescind the provisions of this Article in the event any portion of the Article is found to be illegal. Cancelling the Article shall not preclude further negotiations of future employee time pool.

8.5 Except as provided above, bargaining unit employees who attend-administrative or judicial hearings shall not be compensated by the City unless such attendance is on behalf of and at the request of the City.

ARTICLE 9

UNION STEWARDS

9.1 Employees within the bargaining unit shall be represented by Stewards in areas of the City employment in the number and manner set forth in Section 9.7. The UNION shall furnish Management a list of the Stewards' and alternate Stewards' names and their assigned areas, and shall keep the list current at all times.

9.2 When requested by an employee, a steward may only investigate any alleged or actual grievance in his/her assigned steward area as provided in Section 9.7. He/She will be allowed reasonable time therefore during working hours without loss of time or pay upon notification and approval of his/her immediate supervisor outside the bargaining unit. Such release time will be granted consistent with the needs of the service but will not unreasonably be withheld.

9.3 UNION business, other than that cited above, shall be conducted so as not to interfere with the work assignment of stewards or any other employees.

9.4 A non-employee UNION Representative may consult with employees in assembly areas before the start of each work shift or after the end thereof.

9.5 Should an employee UNION representative covered by this Agreement be released on the Attendance at Meetings/UNION Time Pool Article said employee may substitute for the steward, but in no event shall the steward and the employee UNION representative both investigate the same grievance or appear for the meeting called to resolve the grievance. Should the UNION President desire the UNION Steward, as described in

Section 9.2, to attend a Step 3 grievance meeting, the steward may be released to attend said meeting with any time loss to be charged to the UNION Time Pool.

9.6 An alternate steward may be appointed for each steward as provided for and assigned in Section 9.7. The alternate steward will be utilized by management when management is unable to reach the UNION steward or the UNION steward cannot be spared for the assigned duties at the time and all provisions of this Article shall apply to alternate stewards as well as regular stewards.

9.7 Responsibility areas (location) and number of UNION Stewards:

- A. Recreation Personnel (1)
- B. Police Department Building (2)
- C. Miami Riverside Center (2)
- D. Parks Operations, and Public Works Operations (2)
- E. All General Service Administration Divisions, and Department of Solid Waste (2)
- F. Fire Garage and Stadiums (1)

ARTICLE 10

CONTRACT DISTRIBUTION

10.1 The City agrees to furnish copies of this contract to each department director where UNION members are employed and said department directors shall make the contract available for employee examination at the employee's request.

ARTICLE 11

NOTICES

11.1 The City agrees to provide to the UNION, the following: Agendas of regular and special City Commission meetings (except where exempt by applicable law), regular and special Pension Board meetings, regular and special Civil Service Board meetings and hearings.

11.2 Upon request by the UNION, the City further agrees to provide the UNION with a complete copy of all current written standard operating procedures, and rules, regulations or departmental orders, and any amendments thereto, for any department in which bargaining unit members are assigned.

ARTICLE 12
BULLETIN BOARDS

12.1 The City shall provide bulletin board space which shall be used only for the following notices:

- A. Recreation and special affairs of the UNION
- B. UNION Meetings
- C. UNION Elections
- D. Reports on UNION Committees (including the UNION Political Action Committee)

12.2 Notices or announcements shall not contain anything political or reflecting adversely on the City or any of its officials or employees; notices or announcements which violate the provisions of this section shall not be posted. This shall not preclude endorsements for the Civil Service Board or the Pension Board. Notices or announcements posted must be dated and must bear the signature of the UNION President or designee. In the event any non-UNION material is posted on the bulletin board, it shall be promptly removed by a representative of the UNION or by a representative of the City.

ARTICLE 13

DUES CHECKOFF

13.1 During the term of this Agreement, the City agrees to deduct UNION membership dues and uniform assessments, if any, in an amount established by the UNION and certified in writing by an accredited UNION officer to the City from the pay of those employees in the bargaining unit who individually make such request on a written check off authorization form provided by the City. Such deduction will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City. The UNION shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

13.2 This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

13.3 Deductions of dues and uniform assessments, if any, shall be remitted by the City during the week following each biweekly pay period to a duly authorized representative as designated in writing by the UNION. The City shall deduct from the remittance an amount for the cost of dues check off. The amount will be calculated at two (\$.02) cents for each employee deduction, each payroll period, and ten (\$.10) cents for each addition or deletion to the check off register.

13.4 In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, group health insurance, and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the

responsibility of the UNION to collect its dues and uniform assessment for that pay period directly from the employee.

13.5 Deductions for the UNION dues and/or uniform assessment shall continue until either: 1) revoked by the employee by providing the City with thirty (30) days' written notice that he/she is terminating the prior check off authorization, 2) the termination of the authorizing employee, 3) the transfer, promotion, demotion of the authorizing employee out of this bargaining unit, or 4) the revocation or suspension of dues deduction as certified by the duly authorized UNION representative.

13.6 The UNION shall indemnify and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officials, agents and employees in complying with this Article. The UNION shall promptly refund to the City any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the City has agreed to deduct.

13.7 The City will not deduct any UNION fines, penalties or special assessments from the pay of any employee.

13.8 The dues check off authorization form provided by the City shall be used by employees who wish to initiate dues deduction.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

14.2 A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph or that contains non-identification of specific violations of the Agreement shall be denied and not eligible to advance through the steps of the Grievance Procedure, including arbitration.

14.3 Nothing in this Article or elsewhere in this Agreement shall be construed to permit the UNION to process a grievance (a) on behalf of any employee without his/her consent, or (b) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the UNION. Oral and written reprimands/warnings/deficiencies shall not be considered grievable under this Agreement or the Civil Service Board.

14.4 It is further agreed by the UNION that employees covered by this Agreement shall make an exclusive election of remedy prior to filing a Step 2 Grievance or initiating action

for redress in any other forum. Such choice of remedy will be made in writing on the form to be supplied by the City.

The Election of Remedy form will indicate whether the aggrieved party or parties wish to utilize the Grievance Procedure contained in this Agreement or process the grievance, appeal or administrative action before a governmental board, agency or court proceeding. Selection of redress other than through the Grievance Procedure contained herein shall preclude the aggrieved party or parties from utilizing said Grievance Procedure for adjustment of said grievance. An employee as a condition of relying upon this contractual provision or any other Article of this Agreement in a grievance proceeding expressly waives any further statutory, constitutional or common law right to sue upon any similar claim.

14.5 The number of "working days" in presenting a grievance and receiving a reply from the different levels of supervision shall be based upon a forty (40) hour, five (5) day work week, Monday through Friday, not including City-wide holidays. Any grievance not processed in accordance with the time limits provided below, shall be considered conclusively abandoned. Any grievance not answered by Management within the time limits provided will automatically advance to the next higher step of the Grievance Procedure. Time limits can only be extended by mutual agreement of the UNION and Department Director or the Director of Human Resources or designee. Such agreed to extensions shall be followed up in writing.

14.6 Where an employee covered by this Agreement elects to represent himself or be represented by someone other than the UNION, the City will respond through its management representatives consistent with the following steps and time limits. Said response will not be

inconsistent with the Labor Agreement and a representative of the UNION will be given an opportunity to be present and receive a copy of the written response.

14.7 A grievance shall be processed in accordance with the following procedure:

Step 1.

The aggrieved employee shall discuss the grievance with his/her immediate supervisor outside the bargaining unit within five (5) working days of the occurrence which gave rise to the grievance. A City employee UNION representative will be given a reasonable opportunity to be present at any meeting called for the resolution of such grievance. The immediate supervisor, outside the bargaining unit, shall attempt to adjust the matter and/or verbally respond to the employee within five (5) working days.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the UNION and the City, or when a grievance is filed due to an employee's dismissal, it shall be presented directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance in Step 1 by the UNION President. The Election of Remedy form as provided in Section 14.4 of this Article must be completed and attached to grievances presented directly at Step 3. All grievances must be processed within the time limits herein provided unless extended in writing by mutual agreement between the Director of Human Resources or designee and the UNION President or grieving employees.

Step 2.

If the grievance has not been satisfactorily resolved at Step 1, the employee or the UNION representative may pursue the grievance by completing the Election of Remedy form

provided for in Section 14.4 of this Article before initiating the grievance to the second step of the Grievance Procedure. If the aggrieved party or parties elect the remedy other than the Grievance Procedure (Civil Service) contained herein, the grievance shall be withdrawn and conclusively abandoned. When the Election of Remedy form indicates the grievance is to be advanced through the Grievance Procedure, the employee or the UNION Representative shall reduce the grievance to writing on the standard form provided for this purpose and presenting such written grievance to the Department Director concerned within five (5) working days from the time the supervisor has given his/her oral response to Step 1. The Department Director or designee and Management personnel concerned shall meet with the employee and the UNION Representative and shall respond in writing to the UNION within five (5) working days from receipt of the written grievance.

Step 3.

If the grievance has not been satisfactorily resolved at Step 2, the employee and/or the UNION President may present a written appeal to the Director of Human Resources or designee within seven (7) working days from the time the Step 2 response was due in Step 2. The Director of Human Resources or designee shall meet with the employee and/or the UNION President and shall respond in writing to the UNION within seven (7) working days from receipt of the appeal.

Step 4.

If the Grievance is not settled at Step 3, it may upon written request of the UNION President within seven (7) working days after receipt of reply or answer be referred to arbitration.

14.8 The arbitration proceeding shall be conducted by an arbitrator selected by the employer and the UNION. The selection process of the arbitrator between the employer and the UNION will take place within twenty (20) days after notice is given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Services, or some other mutually agreed upon service, shall be requested to provide a minimum panel of five (5) arbitrators. Both the employer and the UNION shall alternately strike a name from the panel until one remains. The party requesting arbitration shall strike the first name; the other party shall then strike one name.

14.9 The arbitration shall be conducted under the rules set forth in this Agreement and not under the rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined in this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from 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 specifically covered by this Agreement; nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede applicable laws in existence at the time of signing this Agreement.

14.10 The arbitrator may not issue declaratory or advisory opinions and shall confine himself/herself exclusively to the question which is presented to him, which question must be actual and existing.

14.11 The fee and expenses of the arbitrator shall be paid by the party which loses the appeal to arbitration. Each party shall fully bear its own costs regarding witnesses and representation. Should any individual bargaining unit member bring a grievance under this Article on his/her own, he/she shall be required to post a bond of an estimated one-half (1/2) of the expenses of the hearing with the arbitrator before the hearing may be scheduled.

14.12 Copies of the award of the arbitration made in accordance with the jurisdiction or authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding on both parties.

14.13 Consistent with Chapter 447.401, the UNION shall not be required to process grievances or be liable for any expenses for employees covered by this Agreement who are not members of the UNION. Where non-members or any employee covered by the Agreement elects not to be represented by the UNION, written responses shall be given to the employee and to the UNION.

14.14 A request for review of complaints under Civil Service Rule 16.2 may only be made by full-time classified service employees. Such requests under Rule 16.2 shall be denied where the request does not cite the applicable Civil Service Rule(s) which is the basis of the complaint; or, where the issue relates to a matter covered by the Collective Bargaining Agreement. This section shall be limited solely to hearings under Rule 16.

ARTICLE 15

EMPLOYEES' BILL OF RIGHTS

15.1 When an employee has reasonable grounds to conclude that his/her participation in an investigatory interview will result in his receipt of disciplinary action, the employee may request that a UNION representative be present at the interview. The employee's representative shall confine his/her role in the interview to advising the employee of his/her rights and assisting in clarification of the facts. Upon request, the City will make a reasonable effort to contact the employee's choice of representative, and shall give the representative sufficient time to get to the interview location, but shall not be obligated to delay the interview for more than sixty (60) minutes.

15.2 Investigatory interviews shall be conducted at a reasonable hour, preferably while the employee is on duty, unless the seriousness of the investigation is of such degree that immediate action is required. If the employee is required to be interviewed outside his assigned work schedule, he/she shall be paid overtime in accordance with Article 27.

15.3 At the commencement of the interview, the employee shall be advised of the subject matter of the investigation.

15.4 The parties agree to abide by the law with respect to the use of polygraphs.

ARTICLE 16

DISCIPLINARY PROCEDURES

16.1 In cases where it becomes necessary to discharge or otherwise discipline a permanent, classified employee covered by this Agreement, a representative of management shall give notice of said discipline to the employee. Such notice of discipline shall be confirmed in writing to the employee and the UNION no later than five (5) working days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays and the day of occurrence.

16.2 Employees who have not attained permanent status in the classified service, or who are entrance probationary employees, may not grieve disciplinary action under the provisions of this Agreement.

16.3 If an appeal of any discharge or other disciplinary action, excluding oral or written reprimands, is filed with the Civil Service Board in accordance with the Board Rules and Regulations, such appeal shall be an automatic election of remedy and shall waive any right on the part of the employee or the UNION to file or process a grievance under the terms of this Agreement protesting such discharge or other disciplinary action. Should an employee elect to grieve discharge or other disciplinary action, excluding an oral or written reprimand, such grievance shall be made only in accordance with the terms of the Grievance Procedure Article as contained in this Agreement.

16.4 The process of an appeal to the Civil Service Board or a grievance under this Agreement, shall be an exclusive election of remedy by the employee and shall be a waiver of all other forums of review and due process to which the employee may otherwise be entitled.

16.5 Entrance probationary employees who were appointed to a position but who did not complete the required probationary period may be discharged or demoted any time prior to the expiration of the probationary period. The employee shall not be accorded a hearing before the Civil Service Board or access to the grievance procedure contained herein. A probationary employee who is in probationary status due to a promotion shall be returned to a former classification in which the employee held permanent status. If an employee who is in probationary status due to a promotion is rolled back, he or she may appeal the decision to the Director of Human Resources. Such appeal shall be made within five (5) days' notice of the roll back, in writing, and the decision of the Director will be final.

ARTICLE 17

LOSS OF EMPLOYMENT

17.1 Employees shall lose their seniority and their employment shall be terminated for the following reasons:

1. Discharge if not reversed.
2. Resignation. An employee who voluntarily submits a resignation either orally or in writing shall have the right to withdraw said resignation for up to twenty-four (24) hours from submission. If submission occurs on a day preceding a weekend or holiday or the employee's regular day off, the employee shall have to the close of the employee's next regular working day to withdraw said resignation.
3. Abandonment of position. An employee absent for a period of three (3) workdays without notification of valid reason to the City and who has no legitimate reason for not notifying the City of his/her absence, may be considered as having resigned. Said resignation shall only be reviewed, if applicable, by the City Manager or the Director of Human Resources or designee.
4. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
5. Unexcused failure to return to work after expiration of a formal leave of absence. An employee who fails to return from a formal leave of absence will be considered as having resigned. Said resignation shall only be

reviewed, if applicable, by the City Manager or the Director of Human Resources or designee.

6. Retirement.

7. Layoff for a continuous period of eighteen (18) months.

17.2 For purposes of Rule 14, any loss of employment due to a department restructuring, department reorganizing, downsizing or abolishment of a position shall be treated the same as a "layoff".

Permanent employees subject to layoff shall be demoted or transferred to those classes in which the employee held previous status, consistent with Civil Service Rules and Regulations not withstanding Article 24, Section 24.1, Wages.

If the employee has ten (10) years of full-time consecutive classified service with the City and has never held permanent status in another position, the employee may be demoted or transferred by management in accordance with his/her seniority to another position in the bargaining unit that is as close to the employee's present class and wage level as possible and which he/she is able to perform and qualified to fill. The employee must make a written request for such demotion or transfer within three (3) working days after notification of layoff.

Such request shall be made to the Director of Human Resources or designee. Management shall have the right to determine such person's ability and qualifications to fill a position without recourse through the grievance procedure or any other appeals procedure with exception of the following.

Should the individual transferred or demoted feel that the position determined by Management is not the one closest to their previous salary level for which they are qualified,

the employee may appeal within three (3) working days of notice of the new assignment only to a two (2) person committee made up of the Director of Human Resources or designee and the UNION President shall convene a meeting with the Federal Mediation and Conciliation Service Commissioner who shall review the placement and render an advisory decision to the parties.

Employees transferred or demoted under this Section shall replace the least senior employee in the position which he/she occupies. If the employee's regular position subsequently becomes available, consistent with Civil Service Rules and Regulations, he/she shall be promoted and transferred back to his regular position.

It is understood by the UNION and the City that nothing in Section 17.2 guarantees the employee a job nor is the City obligated to create a job, but the City will make a good faith effort to place the individual demoted or laid off consistent with the language of Section 17.2.

ARTICLE 18

EMPLOYEE EVALUATION

18.1 Permanent full-time classified employees covered by this Agreement will be evaluated utilizing the appropriate evaluation forms as approved by the Human Resources Department. The evaluation will be provided on the employee's anniversary date.

18.2 Prior to distribution of an evaluation, the Department Director shall review the supervisor's ratings to check for consistency and that the criteria in the evaluation system has been met. Employees evaluated will be given a copy of the evaluation rating. Should an evaluation be downgraded after the employee's initial evaluation by his/her immediate supervisor, the employee will be given a copy of the downgraded evaluation rating. Only a copy of an unsatisfactory rating will be forwarded to the UNION President. Any employee rated below satisfactory by Management will be given an opportunity to improve to a satisfactory level. Failure to improve will result in disciplinary action up to and including termination. This section shall not apply to permanent full-time classified employees serving in a probationary promotional appointment.

18.3 Permanent full-time classified employees serving in a probationary promotional appointment must successfully complete the probationary period within the time frame provided (6 to 12 months), unless the Department Director recommends an extension of said time frame. Any person hired or promoted into an Emergency Dispatcher position in the Police Department or the Fire-Rescue Department shall serve an eighteen (18) month probationary period. Extensions of probationary periods shall be approved by the Director of Human Resources or designee.

18.4 Unsatisfactory rating of permanent full-time classified employees not serving in a promotional appointment shall cause the employee to appear before the Civil Service Board to show cause why he/she should not be removed, suspended, or reduced in grade. Should an employee covered by this section feel the unsatisfactory rating was incorrect, he may grieve the rating consistent with the Grievance Procedure. However, any grievance concerning the employee's unsatisfactory evaluation will be consolidated with any discipline appeal should the employee be removed, suspended or reduced in grade because of the unsatisfactory evaluation.

ARTICLE 19

ANNIVERSARY INCREASE

19.1 Salary increases recognizing satisfactory service within established pay ranges are provided for in the City's salary schedule. On written approval from the Department Director, employees shall receive a one-step increase in salary, not to exceed the maximum step rate. Those employees receiving approved anniversary increases when submitted during the first seven (7) days of the payroll period, shall receive the higher rate of pay for the full pay period. Those employees receiving approved increases from the eighth (8th) to the fourteenth (14th) day of the payroll period shall receive their anniversary increase effective the start of the following pay period. All anniversary increases shall be subject to review for accuracy by the Department of Human Resources.

19.2 Leaves of absence without pay or suspension of any duration shall delay anniversary increases by the same number of workdays.

19.3 Anniversary increases are not automatic. Anniversary increases shall be awarded only on the basis of continued satisfactory service by the employee and on the positive approval of the Department Director. A Department Director may withhold anniversary increases due to excessive absenteeism resulting from tardiness, sick leave usage and/or until such time as, in the Department Director's judgment, the employee's service within the classification meets the standards of satisfactory performance for the position. Employees whose anniversary increases are delayed or denied shall be notified of the reasons for the action being taken.

Employees whose anniversary increases are delayed or denied due solely to tardiness or sick leave usage may request a review of the denial by the Director of Human Resources or designee, whose decision shall be final and binding.

ARTICLE 20
EMPLOYEES ACTING WITHIN THE SCOPE OF AUTHORITY

20.1 Whenever a civil or criminal action is brought against a bargaining unit employee, while in the course of his/her City on-duty employment, and while acting within the scope of his/her authority, the City shall have the option to pay legal costs and attorney fees; not to exceed one hundred and twenty five (\$125.00) dollars per hour or provide legal counsel where: a) the bargaining unit employee is found not to be liable or guilty, and b) when the plaintiff requests dismissal of the suit.

20.2 The City will neither provide legal representation nor pay any claim or judgment entered against any bargaining unit employee if the claim or judgment arises from any of the following:

1. Any unauthorized and/or criminal act;
2. Any intentional tort;
3. Gross negligence or misconduct; or
4. While under the influence of alcohol, drugs or illegal substances.

ARTICLE 21

WORKING OUT OF CLASSIFICATION

21.1 A department director, or designee, may direct an employee to serve in a vacant classification higher than the classification in which an employee currently holds status. Employees assigned to work out of classification shall meet the minimum job requirements for the position being filled.

21.2 In the event an employee is assigned work of a higher classification as provided for in Section 21.1 of this Article, the employee will be granted a one-step increase or the rate for the first step of the higher classification, whichever is greater, for all time worked out of classification in excess of thirty (30) consecutive calendar days. If the employee is assigned working out of classification in a job basis position, the employee will be granted compensation as provided for in this section, however, the employee is not entitled to overtime. Employees performing work lower than their current classification are not entitled to working out of classification pay.

21.3 Method of Qualifying Incumbents of Classified Positions Allocated to New or Higher Levels - Whenever an occupied position has been allocated to a new or higher classification, the incumbent thereof shall be qualified for the new classification in one of the following manners:

- (a) If the incumbent has been performing satisfactorily at the new or higher level for a period of four years or more and has held permanent status in the previous classification, he/she shall receive the new or higher classification with permanent status, without further examination; or

(b) If the incumbent has been performing satisfactorily at the new or higher level for a period of two years or more and less than four years, and has held permanent status in the previous classification, he/she shall be given a qualifying examination, the scope of which shall be at the same level of difficulty as normally given for the same or like classification, and if successful therein, he/she shall receive the new or higher classification with permanent status.

(c) In the event the incumbent does not qualify under (a) or (b) above, he/she shall be returned to his/her previous classification (i.e., the position held prior to working out of class), and the position filled from the appropriate eligible register.

21.4 During any on-job training program designed to upgrade employees' skills, those employees in such training shall not be eligible for additional compensation as provided in Section 21.2 of this Article.

21.5 In order to initiate an acting assignment, the employee's immediate supervisor shall, upon assigning an employee to an acting assignment, immediately complete the necessary notification form as provided by the City. Upon notification of an employee placed on acting assignment, the Human Resources Department shall conduct an evaluation to determine the eligibility of the employee assigned to the acting assignment in accordance with this article.

ARTICLE 22

REST/LUNCH PERIODS

22.1 All employees' work schedules shall provide for a fifteen minute rest period during each four (4) hour work period.

22.2 Employees who do not take a rest period due to work conditions or by personal choice may not lengthen lunch periods, cover an employee's late arrival or early departure, nor may it be regarded as cumulative if it is not taken.

22.3 Employee lunch periods are not compensated by the City and therefore may not cover an employee's rest period, late arrival or early departure.

ARTICLE 23

LINE OF DUTY INJURIES

23.1 Workers' Compensation Medical and Indemnity Benefits. To the extent required by, and subject to the limitations specified in, Chapter 440, Florida Statutes, the City will provide workers' compensation indemnity benefits to any bargaining unit member who sustains a compensable line of duty injury or illness as provided by the Workers' Compensation Law of the State of Florida.

23.2 Supplemental Salary

23.2(a) Any bargaining unit member who is disabled as a result of an accident, injury or illness covered by Chapter 440, Florida Statutes, will be granted supplementary salary, subject to the terms and conditions set forth below. Supplemental salary will be paid in the form of a continuation of the bargaining unit member's regular paycheck as provided by Resolution No. 39802. This check will include those indemnity payments provided for under the Workers' Compensation Law.

23.2(b) Full-time Civil Service employees who have permanent status with the City as of September 30, 1981 shall receive supplementary pay which, when added to the workers' compensation benefits shall not exceed 100% of the employee's weekly pay prior to the line of duty injury, accident, or occupational disease for the period of entitlement to full supplementary pay.

All other employees and Civil Service employees hired subsequent to September 30, 1981, shall be eligible for supplementary pay and workers' compensation pay to the extent that the total of such benefits shall not exceed eighty (80) percent of the employee's weekly pay prior to the line

of duty injury, accident, or occupational disease. This benefit shall take effect only after the employee has been disabled for a period in excess of seven (7) calendar days.

23.2(c) Unless extended as provided below, supplementary salary will be granted for a period not to exceed 150 consecutive days from the date of covered accident, injury or illness. Such supplementary salary may be extended up to an additional 60 consecutive days upon approval of the City Manager or his designee. The 150 days begin when the bargaining unit member is actually placed on "D". If the bargaining unit member is removed from "D," the non "D" time will not apply to the 150 days period.

23.2(d) If an employee remains temporarily disabled beyond the period of time in which he is entitled to collect supplementary pay benefits, he/she shall be entitled to 2/3 "D" pay for the additional period of his/her temporary disability pursuant to current practices.

23.2(e) If an employee becomes permanently and totally incapacitated from the further performance of the duties of his/her classified position he/she shall petition the retirement board for retirement.

The 2/3 "D" pay as described above shall be carried by the department until the retirement is granted or denied.

23.2(f) At any time during his/her absence from duty claimed to be the result of a line of duty injury while an employee is collecting City supplementary pay, the employee shall be required, upon the request of the City Manager, or his/her designee, to submit to a physical examination by a physician designated by the City Manager within fifteen (15) days of the request. If such employee, without cause, as determined by the City Manager, shall fail to

submit to the examination at the time specified, all City supplementary salary benefits will be terminated.

23.3 Deductions:

In the event a bargaining unit member receives supplementary salary as referenced in this Article, the City will make payroll deductions under the following terms and conditions:

Deductions required by law, "mandatory deductions," including, but not limited to, social security, withholding and Medicare, will be made automatically to the supplemental salary portion only.

All non-mandatory deductions including, but not limited to, a bargaining unit member's pension contribution¹, medical, life and other insurance contributions, and all other non-mandatory and voluntary deductions will be made by the City on the bargaining unit member's behalf only to the extent that sufficient funds are then available. The City will not make any non-mandatory and voluntary deductions if the combined workers' compensation benefits and supplementary salary are insufficient to cover the amount of the deduction(s). If there are not sufficient funds available, the bargaining unit member will be responsible for making payments for the non-mandatory and voluntary deductions directly to those providers and creditors who would have otherwise been paid through the City's payroll deduction process.

The parties agree that this process is intended to provide the employee with these paychecks without interruption of payroll and payroll deductions on a bi-weekly basis. Should the employee notify the City by contacting Risk Management that he/she does not want a combination of Workers' Compensation indemnity pay included with the supplemental wage for

¹ The amount of the pension contribution shall be based on "earnable compensation" as defined by Miami Code Section 40-191.

the purposes of making regular deductions, the Workers' Compensation check will be distributed separately through the third party administrator and the City will only pay the supplemental wage minus federally mandated deductions. i.e. withholding, social security and Medicare. All other non-mandatory deductions, including pension, medical, life and other insurance contributions and all other non-mandatory and voluntary deductions will not be made and the bargaining unit member will be responsible for making all payments directly to those providers and creditors who would have otherwise been paid through the City's payroll deduction process.

For any reason, should any calculations or deductions made based on the above protocols result in the employee owing money to the City, Risk Management will audit the employee's payroll process immediately upon the discovery of monies owed to determine why such arrearages occurred. The findings will be immediately brought to the attention of the employee and a resolution will be proffered and arrangements will be made to rectify monies owed.

No supplementary pay will be paid to any bargaining unit employee whom is injured or becomes ill while performing an act intended to injure or hurt one's self or another.

23.4 Any condition or impairment of health suffered by employees in the classification of Identification Technician and Property Specialist caused by Acquired Immunity Deficiency Syndrome (AIDS), Hepatitis, Pulmonary Tuberculosis, or Meningococcal Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by satisfactory evidence. Employees either currently in the classification or promoted or hired into the classification of Identification Technician and Property

Specialist who refuses to take a medical examination and all of its components relating to the presumptions within this article, shall not be entitled to the presumption outlined in this section and Florida Statutes 112.18.

The presumption in favor of employees referred to in this section shall not apply to any other contagious diseases which may be contracted by employees. Furthermore, the presumption shall only be applicable to worker's compensation and disability pension benefit determinations. Nothing in this section shall be construed as a waiver of the City's rights under applicable state law.

23.5 Nothing in this Article shall be construed as a waiver of the City's rights under applicable State law.

23.6 Employees may utilize available leave balances in combination with medical hold provided that they report their intention to use their leave in accordance with the standard reporting protocols in their respective departments.

ARTICLE 24

WAGES

24.1 Effective January 1, 2015, a new step schedule will be implemented for bargaining unit members as set forth in the attached Appendix B. Under the new step schedule, each step increase will be worth five percent (5%) to the base. In fiscal year 2014-2015, bargaining unit members will be placed on the new step schedule "B-1" on the closest step that is not lower than their existing rate of pay, but if the bargaining unit member's existing rate of pay is higher than the maximum of the step schedule, he/she will retain his/her existing rate of pay. In addition, effective January 1, 2015, all bargaining unit members will receive a three percent (3%) across the board increase, and the pay scale shall be adjusted accordingly, "B-2".

For fiscal years 2015-2016 and 2016-2017, respectively, bargaining unit members (except for those employees who will be in the classifications referenced in the paragraph below) that are not at their maximum step will receive a one (1) step increase on the first full pay period following October 1 of the fiscal year. There shall be no other step/anniversary increases other than those enumerated above during the term of this Agreement. Thereafter, effective September 30, 2017, bargaining unit members will be eligible for step increases upon a satisfactory evaluation in accordance with Article 19.1 and in accordance with the time delineated in Article 24.4, below.

No later than June 1, 2015, an employee who successfully completes the recruitment/competitive process and is promoted to the classification of Senior Building, Mechanical, Plumbing, Roofing, Elevator, and Electrical Inspector, and an employee whose

classification is retitled to Building, Mechanical, Plumbing, Roofing, and Electrical Inspector, and Elevator Inspectors and Chief Inspectors, will upon the effective date below receive an increase equal to the difference between their existing rate of pay and no less than a ten percent (10%) increase to their base annual rate of pay as of December 31, 2014. The effective date for Senior Building, Mechanical, Plumbing, Roofing, Elevator, and Electrical Inspectors shall be upon promotion to the new classification, and for Building, Mechanical, Plumbing, Roofing, and Electrical Inspectors, and Elevator Inspectors and Chief Inspectors, the effective date shall be upon approval of the audit by the Director of Human Resources. In addition, employees in the classifications of Senior Building, Mechanical Plumbing, Roofing, Elevator, and Electrical Inspector, Building, Mechanical, Plumbing, Roofing, and Electrical Inspector, and Elevator Inspector and Chief Inspector will receive a five percent (5%) increase on the first full pay period following October 1 of fiscal years 2015-2016 and 2016-2017, respectively. These five percent (5%) increases are in lieu of the step increases in fiscal years 2015-2016 and 2016-2017 as set forth in the paragraph, above. Thereafter, effective September 30, 2017, employees in the classifications of Senior Building, Mechanical, Plumbing, Roofing, Elevator, and Electrical Inspector, Building, Mechanical, Plumbing, Roofing, and Electrical Inspector, and Elevator Inspector and Chief Inspector will be eligible for step increases upon a satisfactory evaluation in accordance with Article 19.1 and in accordance with the time delineated in Article 24.4, below.

Before a permanent bargaining unit member is laid off, the employee shall have the opportunity to fill any position held by a temporary employee, provided the bargaining unit

member meets the minimum requirements set forth in the job description. In such cases, the temporary employee shall be displaced.

Effective October 1, 1998, bargaining unit employees hired on or after October 1, 1998 may be laid off in accordance with Civil Service Rules and Regulations and/or applicable City policies.

24.2 All changes in salary for reasons of promotion, demotion, or working out of class, shall be effective the first day of the payroll period following the effective date of the change.

Employees hired into a classified Civil Service position shall have their date of hire changed to reflect their commencement as a classified Civil Service position and shall satisfactorily serve a probationary period of one (1) year commencing with the date of entry into a permanently budgeted classification and prior to gaining permanent status in the classified service.

24.3 A night shift differential of \$.60 per hour will be paid to bargaining unit employees who work a regular established shift between the hours of 6:00 p.m. and 8:00 a.m. However, more than one-half of the hours of the regular established shift must be within the hours of 6:00 p.m. and 8:00 a.m. Night shift differential will only be paid for hours actually worked during the night shift differential period and will not be paid for any overtime hours. Night shift differential shall not be used in calculating average earnings for pension purposes.

24.4 Bargaining unit members shall become eligible for a five percent (5%) one (1) step increase upon a satisfactory evaluation in accordance with 19.1 according to the table below:

Step 2	5% after one (1) year at Step 1
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Step 3	5% after one (1) year at Step 2
Step 4	5% after one (1) year at Step 3
Step 5	5% after one (1) year at Step 4
Step 6	5% after one (1) year at Step 5
Step 7	5% after one (1) year at Step 6
Step 8	5% after one (1) year at Step 7
Step 9	5% after two (2) years at Step 8
Step 10	5% after two (2) years at Step 9
Step 11	5% after two (2) years at Step 10
Step 12	5% after two (2) years at Step 11
Step 13	5% after two (2) years at Step 12
Step 14	5% after two (2) years at Step 13

24.5 Bargaining unit employees shall satisfactorily serve a probationary period of one year prior to gaining permanent status in the classified service.

Any bargaining unit employee, upon normal retirement from City service, or separating under honorable conditions, who has served for a period of twenty-five (25) years or more, shall be granted, at the time of his normal retirement or honorable separation one hundred seventy-three and three tenths (173.3) hours of pay.

ARTICLE 25

PAY SUPPLEMENTS

25.1 Employees shall receive no additional pay supplements except as are specifically provided by this Agreement. Any pay supplements/tool allowance provided by this Agreement shall not be used in calculating average earnings for pension purposes or included in a bargaining unit member's base rate of pay for purposes of payoff of sick leave or vacation upon separation or retirement from the City.

25.2 Only those employees holding permanent status within the occupation of Heavy Equipment Mechanic shall receive a seven and one half percent (7 ½%) pay supplement added to their base rate of pay should they be continually assigned to on-call rotation. Said pay supplement shall be deemed to fully satisfy any on-call pay obligation which might be construed to exist under the Fair Labor Standards Act.

25.3 Those employees within the occupation of Emergency Dispatcher who are actively assigned the duty of training new Emergency Dispatchers shall be entitled to receive a five percent (5%) per pay period pay supplement for the actual full pay period they are assigned in a training capacity by their supervisor.

Should the City feel the need to have an audit performed for the purpose of determining whether a separate training occupation is desirable, the City may discontinue this plus item and assign said duties to the person or persons holding said Emergency Dispatcher Trainer classification.

25.4 All Police Emergency Dispatchers, Emergency Dispatcher Supervisor, Police and Emergency Dispatch Assistants assigned to Police Communications shall receive a five percent

(5%) pay supplement if the employee holds and maintains the Quality Assurance Proficiency (QAP) rating in accordance with Police Standards after a period of three (3) months.

25.5 All Fire Emergency Dispatchers, Emergency Dispatcher Supervisor, Medical/Fire and the Communications Center Supervisor, Medical/Fire assigned to Fire Communications shall receive a five percent (5%) pay supplement if the employee holds the National Academy of Emergency Medical Dispatcher (NAEMD) certification in accordance with the Fire Department standards.

25.6 All employees specified above shall receive the QAP or NAEMD pay upon ratification of the contract as set out above. Should any employee specified above fail to maintain his/her QAP rating or the NAEMD certification, the supplementary pay shall cease. Upon re-qualifying for the QAP rating and thereafter maintaining the QAP rating for a period of three (3) months, the employee shall again receive the QAP pay. Upon re-qualifying and thereafter maintaining the NAEMD certification, the employee shall again receive the NAEMD pay. In no instance shall any individual receive both QAP and NAEMD pay supplements as specified herein at the same time.

25.7 Fire Garage Mechanics and Supervisors who obtain Emergency Vehicle Technicians certificates, shall receive a one percent (1%) pay supplement for every two (2) licenses that mechanics and supervisors obtain and maintain, up to a maximum of five percent (5%) for holding a minimum of ten (10) approved licenses.

All Department of General Services Administration fleet employees and supervisors who obtain Automotive Service Excellence (ASE) certification, shall receive a one percent (1%) pay

supplement for every two (2) licenses obtained and maintained, up to a maximum of five percent (5%) for holding a minimum of ten (10) of the following licenses:

Automobile Series

- A1: Engine Repair
- A2: Automotive Transmission Transaxle
- A3: Manual Drive Train and Axles
- A4: Suspension and Steering
- A5: Brakes
- A6: Electrical/Electronic Systems
- A7: Heating and Air Conditioning
- A8: Engine Performance

Medium/Heavy Truck Series

- T1: Gasoline Engines
- T2: Diesel Engines
- T3: Drive Train
- T4: Brakes
- T5: Suspension and Steering
- T6: Electrical/Electronic Systems
- T7: Heating, Ventilation & A/C
- T8: Preventive Maintenance Inspection

Truck Equipment Installation and Repair Series

- E1: Truck Equipment Installation and Repair Specialist
- E2: Electrical/Electronic Systems Installation and Repair
- E3: Auxiliary Power Systems Installation and Repair

Advanced Level Series

- L1: Automobile Advanced Engine Performance Specialist
- L2: Med/Hvy Vehicle Electronic Diesel Engine Diagnosis Specialist

ARTICLE 26

SALARY BASIS/EXEMPT

26.1 Those classifications listed in Appendix A with a salary basis/exempt designation are considered salaried employees and exempt from coverage under the Fair Labor Standards Act which precludes eligibility for overtime.

26.2 Salary basis/exempt employees are expected to work a pay rate equal to eighty (80) hours per pay period plus any additional time over and above the normal eighty (80) hour pay period that is needed to properly perform the duties of the position. Use of vacation and sick leave are to be properly recorded when used.—Personal Time Off (PTO) shall be granted consistent with Administrative Policy 1-06. Time worked in excess of the normal eighty (80) hour pay period shall not be compensated nor credited in any way. However, when time is taken off under this provision, it is required that such time taken be recorded as PTO.

26.3 Requests for time off by salary/exempt employees shall be considered on an individual basis consistent with the needs of the City and the performance record of the employee, and approval shall not be unreasonably withheld.

26.4 PTO leave shall not be utilized in units of more than one (1) week unless authorized by the City Manager.

ARTICLE 27

OVERTIME/COMPENSATORY TIME

27.1 All authorized hours worked in excess of an eligible employee's normal work week shall be considered overtime work. Non-exempt/hourly employees shall not perform any work prior to their normal work hours, during their lunch hour, or after their normal work hours unless specifically authorized by a management supervisor.

27.2 Non-exempt/hourly employees performing compensable overtime work shall, at their discretion, be paid time and one-half (1½) at their regular hourly rate of pay or shall be given scheduled compensatory time off at the rate of time and one-half for such work. Compensatory time off shall be taken in not less than fifteen (15) minute increments. This overtime rate shall be all inclusive and no additional overtime pay shall be paid to those employees working a holiday.

27.3 The maximum accumulation of compensatory time hours is one hundred (100) hours. If an employee takes compensatory time off, the hours in his/her bank shall be appropriately reduced by such time off. If an employee leaves the service of the City and cashes in his/her compensatory leave bank, the hours therein shall be valued on the basis of the employee's regular rate of pay. The rate of pay shall not be less than the higher of the employee's final regular rate of pay or the average regular rate of pay during the last three (3) years of employment.

27.4 Employees covered by this Agreement who are appointed to job basis/exempt classifications and who have compensatory time banked, shall at time of such appointment be paid for all compensatory time at their rate of pay prior to such appointment.

27.5 Overtime will be distributed as equally as practical to the best ability of the Supervisor in charge among the employees within a division of the City, who have completed their probationary period, by shift and classifications, according to seniority within the classification. A new overtime list by classification will be posted every two pay periods as a guide for such distribution. The remedy for the failure to offer overtime shall be that the employee shall be offered an equal or comparable amount of overtime at the next opportunity.

27.6 The overtime list by classification will be made up of all employees in that classification. If an employee refuses overtime, is sick, on vacation or on an excused absence the City will move to the next employee in line on the overtime list. For call-back overtime, if the employee does not answer his/her phone the City will move to the next employee in line on the overtime list. This provision is not to be interpreted as meaning the employee is not subject to call-back while on vacation or excused absence.

27.7 As each overtime opportunity arises the City will move through the overtime list until it has offered the last employee on the list an overtime opportunity. Thereafter, the City will move to the top of the list and begin with the most senior employee on the overtime list.

27.8 The provisions of this Article do not restrict the City's right to mandate employees to work overtime. In the event the City must order overtime work within a unit or area of assignment, the most junior employees of the affected classification will be ordered first to work the required overtime.

27.9 If this method results in obviously inequitable distribution of overtime, the Director of Human Resources or designee and the UNION President will work out a method of correcting such inequity.

ARTICLE 28

GROUP INSURANCE

28.1 Summary Plan Document

The City and the UNION agree that the Summary Plan Document (SPD) (entitled City of Miami Life and Health Benefits,) shall be immediately updated to reflect descriptions of the current benefit. Plan design and all plan benefits shall be those outlined within the updated version of the employees benefits handbook and shall not be changed without mutual agreement of the City and the UNION. The updated and finalized SPD shall be provided to the City's Plan Administrator (TPA) and the TPA will administer the Plan benefits in accordance with the definitions and other language agreed to and contained in the SPD.

Life and Accidental Death and Dismemberment (AD&D)

The City agrees to pay \$8.08 per all eligible bargaining unit member per pay period to the UNION to provide life insurance coverage in the amount of \$35,000.00 and AD&D coverage in the amount of \$70,000. The UNION, has secured a multi-year rate guarantee from the provider, Mutual of Omaha. The UNION agrees to continue to secure life insurance and accidental death and dismemberment coverage for all the eligible bargaining unit members throughout the term of this contract and agrees to provide policy and rate documentation to the City at the City's request.

Medical/Vision:

The City currently offers medical, dental and vision benefit plans through a self-funded plan in which all bargaining unit members, upon obtaining eligibility, may enroll, to wit:

Medical/Vision	Cigna Network
Dual Choice/POS	Cigna Network
Dental	DHMO-Cigna/DPPO-Guardian
EAP	Cigna Health Care

It is agreed between the parties that as of January 1, 2015, the City's medical plan will consist of a four tier program:

- Single coverage
- Single coverage + spouse
- Single Coverage + children
- Single coverage + Family (spouse and children)

It is agreed that medical premium rates for all tiers may be adjusted annually upon the City's calculation of the premium for medical benefits. Premium rates will be calculated by a certified actuary based on the City's eligibility list and experience and the information will be provided to the UNION, in order to validate any increase or decrease in theoretical premium.

As of January 1, 2015, (the beginning of the next Plan year) any increases or decreases in the cost of the City's health plan shall be shared by current active employees on the following basis for all medical plans:

Plan Year 2015: Dual Choice/POS (Cost of coverage shown bi-weekly)

Single	\$40.55
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Single + spouse	\$89.21
Single + Children	\$75.01
Family	\$115.56

Plan Year 2015: Point of Service Plan

Co-Pays:

Primary Care Physician: \$25.00 per visit

Specialists from within POS Network: \$40.00 per visit

As there are frequent and rapid changes in health care costs, it is understood and agreed between the parties that any changes in contribution amounts will be made based on the annual calculation of theoretical premium. It is agreed that should actual operating claims and administrative costs, and reserve costs increase at a rate higher than the projections used to establish the employee contributions above (projection used is 10% increase in total premium each year), then those employee contributions shall be adjusted to reflect the increase and shall be effective at the beginning of the Health Plan Year. Likewise, should the theoretical premium cost decrease more than the projections used to establish the employee contributions stated above, those employee contributions will be lowered to reflect the overall theoretical premium decrease. In any given plan year, projections used to establish any increase in contributions from the employee shall be capped at 15%.

Prescription Drug Coverage

The City currently offers a prescription drug benefit plan for those bargaining unit members enrolled in POS plans. It is a self-funded plan administered by Cigna Health Care and consists of the current benefit:

Cigna Pharmacy Retail Drug Plan:

\$15 per 30 day supply for generic drugs

\$40 per 30 day supply for preferred brand name drugs

\$60 per 30 day supply for non-preferred brand name drugs

50% of drug cost per 30 day supply for self-administered Injectables
(e.g. injectables drugs used to treat rheumatoid arthritis, hepatitis C,
multiple sclerosis, asthma).

Cigna Tel Drug Mail Order Drug Program:

\$0 (no charge) per 90 day supply for generic drugs

\$80 per 90 day supply for preferred brand name drugs

\$120 per 90 day supply for non-preferred brand name drugs

50% of drug cost per 90 day supply for self-administered Injectables
(e.g. injectables drugs used to treat rheumatoid arthritis, hepatitis C,
multiple sclerosis, asthma).

Since prescription drug costs are a major component of the health plan and are subject to significant annual cost increases, the City and the UNION agree to evaluate and measure pharmacy benefit total costs and evaluate best practice strategies to manage the pharmacy benefit.

Any changes in the pharmacy benefit shall be mutually agreed to by the City and the UNION.

Dental:

Dental premium rates may be adjusted annually upon the City receiving notice from the dental providers. Employees will be notified of the adjustments in the dental rates during open enrollment. In accordance with current practice, when employees choose to be covered under the City's dental plan, the employee will continue to pay the dental premium.

Employee contributions: In accordance with the City's Cafeteria Plan group health premiums will be paid by the bargaining unit employee with pre-tax dollars.

Health Committee

It is agreed that a standing committee will be created called the Health Insurance Committee. It shall be made up of six (6) City of Miami Employees, one member appointed by the IAFF, one member appointed by AFSCME, Local 1907, one member appointed by AFSCME, Local 871, two members appointed by the City Manager and one picked by mutual agreement of the Unions and City Manager. The Group Benefits Coordinator shall serve as a technical advisor to the committee, but will not be a member nor have a vote.

Based on this commitment and in collaboration with labor and management, this Committee will work during the term of this contract to identify ways to strengthen and improve our health plan. This will include, but is not limited to:

Obtain timely, accurate, and transparent reporting, with full disclosure, of all costs from our vendors.

Identify plan vendor administrative improvements and efficiencies that can have a significant impact on reducing health expenditures and to ensure that our health plan vendors are delivering maximum administrative savings.

Educate employees on better understanding and use of their health plan.

Identify the impact of health improvement and disease management initiatives to decrease overall medical and drug costs.

Identify members who would benefit from health improvement initiatives and institute programs to improve member's health.

Evaluate and measure our pharmacy benefit total costs and fully assess the costs from our pharmacy benefit manager (PBM) vendor.

Identify proven strategies to more effectively provide prescription benefits, and obtain vendor (PBM) administrative savings to successfully manage this important benefit.

Make recommendations to the City Manager to reduce health expenditures while maintaining a quality health plan at an affordable cost and which improves the health of employees and dependents.

Review employee complaints and remedy situations concerning claims so long as the decision does not change or impact current benefits. This is intended to reduce the need for the grievance procedure; however, the bargaining unit member does not waive his/her right to file a grievance should the committee's remedy is not satisfactory to the employee.

Review and update the Summary Plan Description (currently titled City of Miami Life and Health Benefits).

Any and all other health care and wellness issues identified by the Committee as promoting initiatives to improve the health of employees and dependents while maintaining a quality health plan.

The Committee shall meet monthly or as soon as practicable to commence initiatives outlined above.

Insurance Deductions by Payroll

28.2 The City shall continue to make available to the UNION a payroll deduction slot to purchase local UNION sponsored insurance programs.

Upon receipt of appropriate authorization from employees, the City will make the designated deductions and forward monies to the UNION. The City shall deduct from that remittance an amount for the cost of these deductions. The amount will be calculated at two cents (2¢) for each employee deduction, each payroll period, and ten cents (10¢) for each addition, deletion, or modification to the individual deduction. The UNION shall indemnify and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability and for all legal costs arising from any action taken or not taken by the City, its officials, agents and employees in executing this activity. The Director of Human Resources or designee will advise the UNION of the deduction procedures that will be followed in the implementation and administration of this activity.

ARTICLE 29

UNIFORMS AND SAFETY SHOES

29.1 In those classifications where the employer requires that the employee wear safety shoes, the City shall, effective the first full pay period following ratification of the labor agreement, issue allowance in the amount of One Hundred and Twenty-Five Dollars (\$125.00) for the purchase of an initial pair of safety shoes.

29.2 When, due to wear and tear or accidental job destruction, a replacement pair of shoes is required, the City will grant up to an additional One Hundred and Twenty-Five Dollars (\$125.00) for the purchase of another pair of safety shoes.

This additional One Hundred and Twenty-Five Dollars (\$125.00) shall only be provided when the worn out or damaged pair of shoes is turned into the Department. The Department Director, or designee, shall determine when, in their judgment, a pair of safety shoes shall be issued on the basis of need and not on an automatic basis. Management reserves the right to provide safety shoes directly to the employee in lieu of the approval provisions.

29.3 Employees in those classifications required to wear safety shoes shall be subject to the loss of a day's pay for each day that the employee reports to work not wearing the required safety shoes. Action under this section shall not be grievable under the Grievance Procedure or appealable to the Civil Service Board.

If a medical waiver is obtained stating that the employee is unable to wear safety shoes, then the penalty stated above is not applicable.

29.4 Safety shoes shall not be worn by the employee when the employee is off duty.

29.5 Employees shall be advised of shoe models which conform to City standards. The shoe allowance authorized by this Article shall only be paid where an employee purchases a pair of safety shoes whose quality is certified as acceptable by Management.

29.6 City furnished equipment where required by the employer will be replaced when worn out or damaged only if the employee returns the worn out or damaged equipment to the Department. This includes, but is not limited to, gloves, boots, inclement weather gear and other equipment. A bargaining unit employee shall reimburse the City for the repair or current replacement cost of lost, stolen, or damaged City equipment when the employee's carelessness and/or negligence results in the loss, theft, or damage of the equipment.

29.7 Mechanics covered under this contract shall be provided with safety eyewear. Those bargaining unit members requiring prescription safety eyewear due to their inability of wearing regular safety eyewear will be provided prescription safety eyewear. The bargaining unit member is responsible for obtaining the prescription at no cost to the City.

ARTICLE 30

TOOL ALLOWANCE

30.1 The City agrees to pay a quarterly tool allowance for Automotive Mechanic, Heavy Equipment Mechanics, Welders and Auto Body Worker/Painter in the amount of One Hundred Dollars (\$100.00) quarterly. Such tool allowance will be paid to the employee within the first fifteen (15) days after the close of the quarter.

30.2 Mechanics' tools, which are stolen due to vandalism or forced entry upon the employer's property, will be replaced upon proof of a police report and an itemized list of the tools stolen.

30.3 The Department Director or his designee shall have the sole right to develop or redevelop a basic minimum tool list which employees must have to be hired in the various trades' classifications. The Department Director may grant a reasonable length of time for any employee to acquire additional tools to meet the basic minimum tool allowance inventory. Employees who fail to meet the basic minimum tool list inventory shall not receive a tool allowance. Tools may not be loaned to meet the basic inventory tool list.

30.4 The Department Director or designee, shall provide a required minimum list of tools for Automobile Mechanic & Motorcycle Mechanic, Heavy Equipment Mechanic, Maintenance Mechanic, Auto Body & Painter, Welder, Machinist, Mason, Carpenter, Electrician, Lineman, Plumber, Painter, A.C. Mechanic, Sign Painter, Communication Technician, or any other classification not listed that the Department Director may feel is necessary to add.

30.5 The affected employees within the above-listed classifications shall submit an inventory of all their personal tools, including the make and model of each tool, to their immediate supervisor outside the bargaining unit who will verify the list. The employee will maintain a copy of said inventory list and a copy will be filed with the Department Director or designee. This list shall be periodically checked and updated. The City shall replace broken, stolen, and worn out tools upon request and confirmation that the broken, stolen, or worn out tool was on the recorded inventory. This replacement policy does not apply to the classifications receiving the quarterly tool allowance as provided under this Article. Submission of the inventory list of tools in excess of the basic minimum tool list shall be completed within sixty (60) days after ratification of this Agreement.

ARTICLE 31

TUITION REIMBURSEMENT

31.1 It is agreed between the parties that the tuition reimbursement program is designed to encourage City employees to improve their job performance and increase their value to the City by pursuing courses of study related to their job duties at accredited educational institutions. The policy governing the tuition reimbursement program is intended to be flexible, with broad discretion for approval reserved to the Department Director and the City Manager so as to insure on-the-job effectiveness of City employees. Tuition reimbursement shall not be subject to budgetary constraints.

31.2 Any full-time, permanent City employee shall be eligible to participate in the Tuition Reimbursement Program.

31.3 All course work must be taken at or from an accredited college, university or educational institution approved by the City Manager or the Department of Human Resources designee. Course work taken under provisions of this Article must be directly related to the employee's job duties. Class attendance will be on the employee's own time unless otherwise noted in the course announcement and authorized by the City Manager or the Department of Human Resources designee.

31.4 Effective upon ratification, reimbursement will be limited to books, lab fees, and tuition costs up to a maximum of \$4,000.00 per calendar year.

31.5 To be eligible for reimbursement, the employee must successfully complete the course work and provide evidence of successful completion to the City. Successful completion must be evidenced by a grade of "C" or better.

31.6 Procedures for reimbursement will be as follows:

- A. The employee must obtain three (3) copies of the Application for Tuition Reimbursement form for each course from their department or the Human Resources Department.
- B. The employee must complete the application in triplicate and submit it to his/her Department Director prior to registration at the education institution.
- C. The Department Director will then review the application and if approved forward the original and one copy to the Human Resources Department. If the application is not approved, it is then returned to the employee by the Department Director.
- D. The Human Resources Department has the authority to approve or not approve the application, and applications not approved will be returned to the Department Director with the reason for rejection noted thereon.

31.7 In the event the employee resigns or is terminated from the City within one (1) year following completion of the course(s) for which City funds have been expended, the amount of tuition reimbursement paid to the employee will be reimbursed to the City by the employee upon his/her termination from the City through a deduction from his/her final paycheck.

31.8 Upon completion of the course work, the employee must submit his/her semester grade report together with the tuition fee receipt to his/her Department Director. The Department Director will submit the approved application for tuition reimbursement along with the employee's semester grade report to the Finance Department who shall then reimburse the employee for the City's share of the tuition reimbursement. The employee's Department Director will advise the Human Resources Department of the employee's satisfactory completion of the course.

ARTICLE 32

CALL BACK PAY

32.1 Any bargaining unit member eligible for overtime shall, if recalled to duty during off-duty hours, receive a minimum of three (3) hours plus one (1) hour travel time, paid at the overtime rate. The parties agree that call-back hours shall not be used in the computation of arriving at average earnings for purposes of establishing pension benefits.

32.2 It is not the intent of this Article or any other Article of this Agreement to provide pay for a bargaining unit member out on ill time or workers compensation to receive call-back pay, overtime pay or straight time pay for taking the required physical before said employee may be released to return to work.

ARTICLE 33

JURY DUTY/COURT APPEARANCE

33.1 Employees serving on jury duty shall be carried "JD" (Jury Duty) for actual working time lost when called to serve on jury duty. Such employees shall be paid at their regular hourly rate for all working time lost up to forty (40) hours per week. Employees who work a regular shift between the hours of 11:00 p.m. and 7:00 a.m. and who are summoned to jury duty the day preceding their regular shift, shall be carried on leave of absence with pay for their regular shift. All employees released early from jury duty shall report back to work during their regular work schedule or shall forfeit the City compensation for Jury Duty for all hours they are absent.

33.2 In consideration of receiving their regular pay, employees called to serve on Jury Duty shall promptly notify their supervisor of the call to Jury Duty. The supervisor shall make a copy of the summons to Jury Duty and forward said copy with the payroll sheets for the week in which the employee is on Jury Duty.

Employees who serve as jurors for Federal Court shall have deducted from their paycheck a jury duty fee equal to that compensation paid to the employee by the Federal Court in his/her jurisdiction per day in the payroll period following the week in which the employee was on Jury Duty.

Employees who serve as jurors for State and County Court shall not have Jury Duty fees deducted for the first three (3) days of juror service. Employees who serve more than three (3) days of Jury Duty shall have deducted from their paycheck a Jury Duty fee

equal to that compensation paid to the employee by the State or County Court in his jurisdiction.

Any changes by the Courts in the above fees shall be reflected in the employee's paycheck as they occur.

Where Courts provide free parking for jurists, employees will not be reimbursed for any parking receipts submitted while attending such courts.

33.3 Attendance in court in response to legal order or subpoena to appear and testify in private litigation not in connection with an employee's official duty, but rather as an individual, shall be taken as vacation, compensatory leave, or leave of absence without pay.

33.4 When requests for appearances before the Civil Service Board require witnesses, the Civil Service Office shall require that said requests delineate who are character witnesses and who are witnesses testifying as to the incident at hand. Should the number of character witnesses exceed two (2) then a statement from those additional character witnesses shall be submitted to the Civil Service Board stipulating to the character of the employee on appeal before the Civil Service Board.

ARTICLE 34

COMMENDATION PAID LEAVE

34.1 A department director, upon approval by the City Manager, or designee, may grant up to forty (40) hours of paid leave to any employee whose job performance is of such exemplary or heroic nature as to warrant this special consideration. This Article shall not be subject to the grievance procedure or arbitration.

ARTICLE 35

PARKING

35.1 The City agrees to provide non-assigned parking space for all bargaining unit employees who drive their personal automobiles to work. This parking space will be of at no cost to the employee while the employee is on duty. The City will not assume the cost of parking for those employees who may not desire to use the parking space provided by the City. Any questions with regard to employee parking shall be reviewed and a determination made by the Department of Human Resources designee and shall be final and binding.

35.2 The UNION President will meet and confer with the Department of Human Resources designee on parking concerns should the need arise and the Department of Human Resources designee will attempt to resolve said concerns consistent with budgetary constraints.

ARTICLE 36

BLOOD DONORS

36.1 Employees who volunteer as blood donors to contribute to on-site City supported Blood Donor Organizations as approved by the Department of Human Resources designee will be authorized the paid absence necessary to accomplish this purpose. The Blood Donor Organization's personnel will determine what amount of time the donor will need from the point of donation until they are released to go back to work.

ARTICLE 37

VACATION

37.1 Vacations shall be taken by the last payroll period of the calendar year in which the vacation was credited. Effective upon ratification of the labor agreement, employees shall be allowed to carryover five hundred (500) hours of the previous year's credited vacation. Any excess vacation over the five hundred (500) hours allowed carryover shall be forfeited after January 1st and no exceptions to the maximum carryover allowance shall be permitted absent the express written approval of the City Manager. Bargaining unit members with unused accrued vacation hours in excess of two hundred (200) hours as of September 30, 2010, shall have those hours in excess of two hundred (200) grandfathered, and those employees with grandfathered hours over two hundred (200) hours shall be allowed to carryover up to a maximum of those hours or to a maximum of five hundred (500) hours, whichever is greater, from year to year. Employees who have been carried on full disability the entire previous year shall be paid for all excess vacation over five hundred (500) hours at the rate of pay the employee was earning at the time the employee was placed on full disability. If an employee is unable to take a previously authorized vacation due to cancellation by the Department Director or designee, any hours in excess of the five hundred (500) hours which would have been forfeited shall be paid on or about January 1, at the employee's hourly rate of pay.

37.2 Vacation shall be accrued in accordance with the following chart:

Years of Services	Hours Accrue
1 - 5 years	94 hours

6	-	10 years	114 hours
11	-	15 years	134 hours
16	-	20+ years	174 hours

37.3 An employee's annual vacation accrual shall be reduced for leaves of absence without pay and suspensions. The employee's annual vacation accrual shall be reduced on a yearly basis in accordance with the following schedule:

<u>Hours Without Pay</u>	<u>Penalty</u>
88 thru 176 Hours	1 month annual vacation accrual
177 thru 349 Hours	2 months annual vacation accrual
350 thru 522 Hours	3 months annual vacation accrual
523 thru 695 Hours	4 months annual vacation accrual
696 thru 868 Hours	5 months annual vacation accrual
869 thru 1041 Hours	6 months annual vacation accrual
1042 thru 1214 Hours	7 months annual vacation accrual
1215 thru 1387 Hours	8 months annual vacation accrual
1388 thru 1560 Hours	9 months annual vacation accrual
1561 thru 1733 Hours	10 months annual vacation accrual
1734 thru 1906 Hours	11 months annual vacation accrual
1907 thru 2080 Hours	12 months annual vacation accrual

37.4 Vacation leave must be requested twenty-four (24) hours in advance of use and shall be taken in increments of not less than one (1) hour. Vacation leave may be granted by

the Department Director or designee on an emergency basis. Should such request be denied, the employee may only appeal such denial to the Director of Human Resources or designee. Upon an employee's retirement or separation from City service, the employee will be paid for those vacation hours credited and earned through the employee's separation date.

37.5 Vacation shall be calculated on actual service in the previous calendar year and shall only be taken after the completion of six (6) months of actual continuous service.

ARTICLE 38

SECURITY OPERATIONS

38.1 The City and the UNION and its officers, agents and members recognize there are assignments within the Miami Police Department where security of information is an absolute necessity. Therefore, the Chief of Police at his sole discretion may reject an employee to such assignment within the Miami Police Department when the Chief has reason to believe that there is potential for the Security of the Department to be compromised.

38.2 Upon request of the UNION President, the Department of Human Resources designee will review such denial of assignment. Said review will be final and the decision of the Department of Human Resources designee will be binding and not subject to any appeal procedure.

(PLEASE REFER TO THE 4/26/2012 MEMORANDUM OF UNDERSTANDING
FOR SECTION 39.11)

ARTICLE 39

SICK LEAVE

39.1 The parties agree that care and discretion shall be exercised by Management and the UNION in order to prevent the abuse of sick leave privileges. Absences on account of trivial indispositions must be discouraged. To determine the extent or reasons for an employee's absence on sick leave, the employee's immediate supervisor outside the bargaining unit or management designee may visit the home of the employee on sick leave with pay. In cases where Management suspects that an employee is malingering, sick leave with pay shall not be granted.

39.2 Permanent bargaining unit employees may accrue eight (8) hours sick leave per month, provided that the employee is in pay status at least one hundred twenty (120) hours per month to be utilized in not less than one (1) hour increments.

39.3 New hires will accrue sick leave in accordance with Section 39.2 above. However, no sick leave with pay shall be granted during the employee's first ninety (90) working days.

39.4 To receive sick leave with pay, a bargaining unit employee must take steps to notify his/her immediate supervisor or the person designated by the Department to receive such notice of illness within thirty (30) minutes of their regularly scheduled time for work, excluding the Fire and Police Departments wherein departmental rules will apply. It shall be the bargaining unit member's responsibility to notify the Department designee each day the employee will be out ill within the time frames outlined above.

39.5 Bargaining unit members may be allowed to use accrued sick leave when needed due to the serious injury or acute illness of any actual dependent member of the employee's household. Said dependent member of the employee's household shall be limited to the employee's immediate family. The immediate family shall be defined as father, mother, sister, brother, husband, wife, domestic partner, children, father-in-law, mother-in-law, grandparents, spouse's/domestic partner's parents, grandparents, stepfather and/or stepmother.

39.6 In those instances where an employee has utilized all their sick leave, they will be allowed to utilize vacation and/or compensatory leave for this purpose. Employees will be required to provide a doctor's excuse in these instances.

39.7 Any employee absent on sick leave for more than three (3) consecutive work days must report to the Department of Human Resources and obtain approval before returning to work. The Department of Human Resources will have the City designated physician prepare a list of those medical illnesses or injury that will require the employee to be sent to the City doctor's office prior to being cleared to return to work. Those medical conditions which are minor in nature and not on the prescribed list will only require the employee to report to the Human Resources Department for clearance to report to work.

39.8 Bargaining unit employees who exercise normal retirement shall receive a cash payment equal to one hundred percent (100%) of their unused accumulated sick leave up to seven hundred and fifty (750) hours. Bargaining unit members with accumulated sick leave balances over seven hundred and fifty (750) hours as of September 30, 2010, will have their balances in excess of seven hundred and fifty (750) hours grandfathered. Upon exercising

normal retirement bargaining unit members shall be paid for fifty (50%) of those unused grandfathered sick leave hours in excess of seven hundred and fifty (750) hours in their bank.

39.9 Employees who terminate employment with the City under honorable conditions shall receive a sick leave cash payout as follows:

More than 7, but less than 15 years of service	25% up to 750 hours, or up to a maximum of their unused grandfathered sick leave hours in excess of seven hundred and fifty (750) hours.
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More than 15 years of service	50% up to 750 hours, or up to a maximum of their unused grandfathered sick leave hours in excess of seven hundred and fifty (750) hours.
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39.10 Employees who are terminated shall not receive compensation for unused sick leave upon separation of service or retirement.

39.11 A bargaining unit member's maximum sick leave carryover from calendar year to calendar year shall not exceed seven hundred and fifty (750) hours or the number of unused accumulated sick leave hours in excess of the seven hundred and fifty (750) hours grandfathered as of September 30, 2010, and any hours accrued in excess of the maximum carryover in a given year are not permitted to be carried over by the bargaining unit member. Bargaining unit members with unused accumulated sick leave hours in excess of maximum carryover at the end of the year shall be paid for one hundred percent (100%) of the unused portion of their accumulated sick leave in excess of the maximum carryover.

39.12 Payoff for accumulated sick leave shall not be used to calculate average earnings for pension purposes.

39.13 Employees with ten (10) or more years of service who are laid off under honorable conditions may repurchase sick leave for which they were paid off at the time of separation, subject to the following conditions:

- 1) They are rehired within twelve (12) months from the date of their separation.
- 2) They remit to the City an amount equal to their hourly rate in their rehired position multiplied by the number of hours of sick leave for which they were previously paid. This buy back option must be exercised and paid for within thirty (30) days from the date the employee returns to the employ of the City.
- 3) If the buyback option is properly exercised, the City will credit the employee with the balance of sick leave hours credited to his account as of the date the employee was laid off.

39.14 In recognition of those employees who display perfect attendance in any one calendar year, the City will present the employee with a certificate of appreciation. There will be an annual drawing of fifty (50) employees by an individual selected by the Director of Human Resources or designee and the UNION President from the pool of eligible employees with perfect attendance. Each of the fifty (50) employees whose name is drawn shall receive a one hundred dollar (\$100) cash prize. In order to qualify for perfect attendance recognition, the employee must not have utilized any sick leave, nor been on disability, nor have been in any without pay status during the year.

ARTICLE 40

TARDINESS

40.1 Tardiness is reporting for work in excess of five (5) minutes beyond the scheduled starting time of the shift (or as provided in Police or Fire Department rules). Approved pre-arranged time off shall not be considered an instance. Unexcused absences resulting in tardiness shall be counted as an "instance." When an employee reports to work within a period that is more than five (5) minutes after his/her scheduled starting time, and provides an excuse that is acceptable in the sole discretion of Management, which shall not be arbitrarily or capriciously applied, the employee may elect to utilize vacation, compensatory time or sick leave. Election of vacation, compensatory time or sick leave for an excused tardiness shall be taken in fifteen (15) minute increments. An annual period shall be defined as a twelve (12) month period beginning with the occurrence of the employee's first tardiness instance.

Management may, in its discretion, allow an employee to utilize vacation, -compensatory time or sick leave for a tardiness even if the tardiness is unexcused.

40.2 Employees shall be disciplined for instances of tardiness in an annual period in accordance with the following schedule:

<u>Number of Tardy Instances</u>	<u>Discipline</u>
3 rd instance in annual period	Written warning
6 th instance in annual period	Written reprimand
10 th instance in annual period	Three (3) day suspension
11 th instance in annual period	Fourteen (14) day Suspension
12 th instance in annual period	Dismissal

Disciplines issued pursuant to the schedule shall not be considered for purposes of progressive discipline after the annual period expires.

40.3 Tardiness appeals shall only be appealable through the Grievance Procedure Article as set forth in the Agreement. Exceptions to the above schedules may be granted by the Director of Human Resources or designee, if the individual circumstances warrant such action.

ARTICLE 41

FAMILY MEDICAL LEAVE AND LEAVE WITHOUT PAY

41.1 Bargaining unit members may request a leave without pay in accordance with the Family and Medical Leave Act of 1993, as amended. Such leave is provided under the law for birth, adoption or foster care of a child and for a serious health condition of the employee or the employee's spouse, child, parent or grandparent, eligible deployment return from deployment rights or any other FMLA eligible event. Employees taking leave under the Family and Medical Leave Act (FMLA) shall be limited to a ninety (90) day FMLA leave, or twenty-six (26) workweeks FMLA leave for the care of a covered service member, in a 12-month period. An extension of an additional ninety (90) day of leave without pay may be granted upon request to the Director of Human Resources or designee as specified under Section 41.3. Upon approval of such extension, the employee will be required to pay the full premium amount for health insurance coverage.

41.2 Upon approval of the Department Director, with the approval of the City Manager or the Director of Human Resources or designee, a leave without pay may be granted, for the purpose of training or study calculated to improve the quality of the employee's service to the City through course work directly related to the employee's job for up to six (6) months. The request for leave without pay may be extended for an additional six (6) months upon the approval of the Department Director and approval of the City Manager or the Director of Human Resources or designee. Any bargaining unit employee requesting said leave of absence shall be required to submit evidence of registration upon entering each quarter/semester of school.

41.3 Upon approval of the Department Director, with the approval of the City Manager or the Director of Human Resources or designee, a leave without pay may be granted, for an acceptable reason other than specified herein, for a period not to exceed ninety (90) day calendar days. Approval for said leave of absence without pay is at the sole discretion of the City Manager or Director of Human Resources or designee and shall not be appealable to the Civil Service Board or the grievance procedure.

41.4 Bargaining unit employees who desire to take a leave without pay for any reason specified in this Article, excluding a serious health condition, must exhaust their vacation and leave banks prior to taking a leave without pay. A request for leave without pay for a serious health condition as provided under the Family and Medical Leave Act shall require the bargaining unit employee to use all sick and vacation banks prior to taking such leave. The usage of such leave time will not prohibit the employee from taking leave without pay as specified herein.

41.5 Bargaining unit employees who take a leave without pay for any reasons specified in this Article shall not accrue leave time. At the expiration of a leave of absence without pay, the bargaining unit employee shall be returned to the same or similar position vacated when said leave of absence without pay was granted, in accordance with the provisions of the Family and Medical Leave Act. Leave of absence without pay during the required probationary period of service shall extend the probationary period the length of time used during the said leave of absence without pay.

41.6 The acceptance of another position or engaging in other employment by the bargaining unit employee while on a leave of absence without pay shall be deemed a voluntary resignation from the service of the City of Miami.

ARTICLE 42

LABOR/MANAGEMENT PARTNERSHIP COMMITTEES

42.1 A Departmental Labor/Management Partnership Committee may be established in each department of the City of Miami. Said Committee membership shall include representatives from classified support staff (M/C), unclassified staff, executives and the AFSCME bargaining unit dues and non-dues paying members.

42.2 The Departmental Labor/Management Partnership Committee may meet at least once a month, and such meetings shall be scheduled during normal business hours. The purpose of these meetings will be to discuss quality of work-life, productivity, service, communication and objectives of mutual concern, not involving matters which have been or are the subject of collective bargaining between the parties. It is understood that these Departmental Labor/Management Partnership Committee meetings shall not be used to renegotiate the labor agreement between the City and AFSCME. All decisions made by the Departmental Labor/Management Partnership Committee shall be by affirmative consensus.

42.3 The Departmental Labor/Management Partnership Committee meetings shall be conducted on a semiformal basis with the selection of a chairperson to be determined by the members of the Committee. Length of participation of Committee members shall be determined by the Departmental Labor/Management Partnership Committee. The chairperson shall arrange for minutes to be taken of each meeting and for the distribution of copies to each member of the Committee, the UNION President, and the City's Human Resources Director or designee.

ARTICLE 43
BEREAVEMENT - DEATH IN FAMILY

43.1 Bargaining unit members may, in the case of death in the immediate family, be authorized up to a maximum of forty (40) hours of paid leave to attend to funeral or estate related functions of a member of the employee's immediate family, or is at home in a state of bereavement. Said paid leave days shall be taken consecutively by the employee excluding normal days off and holidays. For purposes of this Article, the "immediate family" is defined as father, mother, sister, brother, husband, wife, domestic partner, children, father-in-law, mother-in-law, grandparents, spouse's/domestic partner's parents, grandparents, grandchildren, stepchildren, stepfather and/or stepmother and may include any other person who was or has been an actual member of the employee's household for ten (10) or more years. Within thirty (30) calendar days from the date the employee returns from a death in the family, the employee will file a copy of the death certificate of the deceased family member. Said death certificate will be attached to the form provided by the City and submitted to the Human Resources Department. Failure to produce the death certificate will result in the employee reimbursing the City for any days taken under this Article. Any employee found to have falsified his/her application for death in the family ("K" day) will be dismissed.

43.2 It is understood that under certain circumstances the employee will be unable to obtain a death certificate. In this event, in lieu of a death certificate, the employee shall submit any other documentation that reflects the death and family relation as deemed appropriate by the Department of Human Resources or designee.

43.3 Bereavement leave is for attending a funeral or to attend to estate issues or in a state of bereavement and must be taken within 45 days of the death of the family member. The Director of the Department of Human Resources or designee, at his/her sole discretion, can make exceptions to the 45 day limit under truly unique circumstance, but the decision is final and cannot be appealed through the grievance procedure or any other forum.

ARTICLE 44

MILITARY LEAVE

44.1 The City shall abide by the current provisions of the Florida Statutes, Sections 115 and 250 as they relate to all bargaining unit employees who are either reserve officers or enlisted personnel in the Florida Defense Force, the National Guard, Naval Militia, Marine Corps, U.S. Army Reserve, U.S. Naval Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve, U.S. Air Force Reserve or officers or enlisted personnel in any other class of the militia entitling the employee to leave of absence from their respective duties without loss of pay, time, efficiency rating or Civil Service seniority credits on all days during which they shall be engaged in field or Coast Guard defense exercises or other training ordered under the provisions of the U.S. Military or Naval Training regulations or under the provisions of the Florida Defense Force or the National Guard; provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed seventeen (17) days in any one calendar year unless other local, state or Federal laws which may be applicable grant additional time.

44.2 Requests for military leave shall be made to the Department of Human Resources designee as early as possible but at least two (2) weeks prior to the date such leave commences with proper orders attached.

44.3 Employees who take the military leave provided in this section shall be credited with that time on their seniority status, in the City of Miami Civil Service Records-Department of Human Resources.

ARTICLE 45

HOLIDAYS

45.1 The following days shall be considered holidays:

New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Dr. Martin Luther King's Birthday	

45.2 Any additional holidays declared by official directive of the City Manager shall be added to the above list.

45.3 Employees performing work on any of the above holidays shall be paid eight (8) hours holiday pay plus actual hours worked at time and one-half of their straight time hourly rate, or shall be given scheduled compensatory time off at the rate of time and one-half for the hours actually worked on the holiday.

45.4 All conditions and qualifications outlined in Article 27, titled "Overtime/Compensatory Time", shall apply to this Article. Hours of compensatory time accumulated under this Article, when added to the compensatory time earned under the Article entitled "Overtime/Compensatory Time", shall not exceed one hundred (100) hours.

45.5 To be eligible for holiday pay, an employee must work a full shift or be in a paid leave status on the scheduled workdays which immediately precede and follow the holiday. If an employee works at least seven (7) hours of his/her regular shift, the employee will either be charged one (1) hour from either his/her compensatory time or vacation leave bank, or carried

in without pay status at the sole discretion of the supervisor. An employee who works at least seven (7) hours as described in this section shall be eligible for holiday pay.

ARTICLE 46
RESERVED

ARTICLE 47

RESIDENCY

47.1 It is agreed by the parties that while residency is not a condition of employment a candidate that is otherwise equally qualified will be given, at time of hire, preference for employment in order of domicile as follows: (1) City of Miami resident, (2) Miami-Dade County resident, (3) resident outside of Miami-Dade County.

ARTICLE 48

TOTAL AGREEMENT

48.1 This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

48.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

48.3 The parties agree that this Collective Bargaining Agreement represents the total agreement for terms and conditions of employment during the life of this contract and no request shall be made to increase wage or other employee benefits through the Civil Service Board, City Manager or the City Commission during the life of this Collective Bargaining Contract.

ARTICLE 49
SAVINGS CLAUSE

49.1 In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the Court's decision, and that portion of this Agreement in conflict shall be null and void but the remainder of the Agreement shall remain in full force and effect, with it being presumed that the intent of the parties was to enter into the Agreement without such invalid portion or portions.

49.2 The City's representatives as defined in Article 2 and the UNION's representatives as defined in Article 3 shall promptly meet to negotiate a substitute for the invalidated article, section or portion thereof as might be determined in accordance with Section 49.1 of this Article.

49.3 Notwithstanding any other provisions of this Agreement, the employer may take all actions necessary to comply with the Americans with Disabilities Act.

ARTICLE 50

SENIORITY

50.1 For purposes of this article, seniority shall be defined as the most recent date of hire into a classification within the bargaining unit with the City unless otherwise agreed upon by the UNION President and the Director of Human Resources or designee.

50.2 Seniority shall only be applied in the assignment of days off in units with two (2) or more shifts. Seniority shall not be a prevailing factor for assignment or promotion to a unit, section or division within a department.

50.3 Exceptions to the use of seniority as specified in 50.2 may occur in an emergency situation, when physician ordered, for training purposes, when language skills are needed, compliance with the Americans with Disabilities Act, when special knowledge or skills are needed as mutually agreed upon by the City and the UNION, or when mutually agreed by the affected employees and management through the labor/management process.

50.4 Once every October, shift assignments and days off will be re-bid by seniority.

ARTICLE 51

LEAVE BALANCE PAYOFFS

51.1 Employees electing to retire and upon separation will receive payment of leave balances upon retirement as currently specified under this agreement.

ARTICLE 52
PENSION

52.1 The parties agree that for the term of this agreement the pension benefits and employee contributions of employees covered by this agreement shall be as provided in the City of Miami General Employees' and Sanitation Employees' Retirement Trust Section 40-241 through 40-290, Miami City Code ("GESE"), as amended except as follows:

52.2 The parties agree that effective October 1, 2011, the GESE amortization periods will be revised to add 5 years to the existing amortization periods and change periods for future amortizations as follows:

- A. Plan benefit changes for active employees over 20 years (currently 15).
- B. Plan benefit changes for retired employees over 15 years (no change).
- C. Assumption changes over 20 years (currently 15).
- D. Experience Gains and Losses over 20 years (currently 15).

52.3 Effective September 30, 2012 or upon implementation of this Article if later (the "effective date"), the following benefit change will be implemented for all current employees hired before or after ratification of this agreement who have not reached normal retirement eligibility, and for all future employees: The maximum normal retirement benefit shall not exceed \$80,000 annually; provided, any employee who has an accrued benefit in excess of \$80,000 annually on the effective date shall retain that benefit, but shall not accrue any additional benefits after that date.

52.4 **BACKDROP option.** A backdrop benefit option shall be implemented on January 1, 2013. The Backdrop option shall replace the existing DROP program. Employees who have not attained normal retirement eligibility as of the effective date or were not vested by October 1, 2010, and all employees hired on or after that date, will be eligible for the Backdrop option, but will not be eligible for the DROP. Anyone eligible for the forward DROP as of January 1, 2013, remains eligible for the forward DROP as it presently exists and anyone eligible for the forward DROP as of January 1, 2013 or vested prior to October 1, 2010, who chooses not to enter the forward DROP remains eligible for the Backdrop.

(a) An eligible employee who elects the Backdrop option shall receive a monthly benefit payable on the employee's actual retirement date (date of retirement and separation from City employment) based on the benefit the employee would have received if he/she had left City employment and retired on an earlier date after attaining normal retirement eligibility (the Backdrop date"). In addition, an eligible employee who elects the Backdrop option will receive a lump sum payment equal to the accumulation of monthly retirement benefit payments he/she would have received during the period following the Backdrop date through the actual retirement date (Backdrop period"), plus interest at the rate of 3% per year, compounded annually. An eligible employee may elect a minimum Backdrop period of 1 year and maximum Backdrop period of up to seven years. An eligible employee who elects the Backdrop option must select the normal form of benefit or an optional form of benefit at the time of electing the Backdrop option. The employee's monthly benefit as well as the lump sum payment under the Backdrop option is based on the form of benefit selected.

(b) Employees are eligible to elect the Backdrop option after completing one year of creditable service following the normal retirement date. A Backdrop election must be made within 10 years after becoming eligible for normal retirement. The maximum Backdrop period is 7 years. Eligible employees who wish to elect the Backdrop option must provide written notification to the City at least 8 months prior to the employee's retirement date; provided a lesser notice period may be approved by the City Manager due to special circumstances. Bargaining unit members will be eligible to revoke their Backdrop election one time, but within 1 month of their election. However, if a bargaining unit employee is granted a lesser notice period by the City Manager due to special circumstances, the employee will not be eligible for the one-time Backdrop election revocation. Employees are not required to elect the Backdrop option.

(c) All or a portion of the lump sum payment under the Backdrop option may be rolled over to an eligible retirement plan or IRA in accordance with federal law.

52.5 The employee pension contribution shall be 10%.

If the back DROP is ever terminated, for any reason, the rights of all persons then in the DROP shall not be diminished or impaired. Additionally, if the back DROP is ever terminated, all persons who are then eligible for a back DROP will still be eligible for a 7 year back DROP. The Board of Trustees of GESE shall develop operational rules for the implementation of this provision.

ARTICLE 53
TERM OF AGREEMENT

53.1 After a majority vote of those bargaining unit employees voting on the question of ratification and thereafter upon its ratification by an official resolution of the City Commission ratifying the Agreement and authorizing the City Manager to sign the Agreement on behalf of the City, then, the Agreement, upon being signed by the appropriate UNION representatives and the City Manager, shall become effective October 1, 2014 or as set out below, whichever date is later. The Agreement shall continue in force and effect until 11:59 p.m., September 30, 2017.

53.2 On or before February 1, 2017 the UNION shall notify the City in writing of its intention to renegotiate the Agreement in force, and attached thereto shall include a list of proposals which shall inform the City of the items which they desire to negotiate, together with specific language embodying and describing their proposals. The changes indicated in the proposals shall be designated with a strike through of deleted language and new language will be underlined.

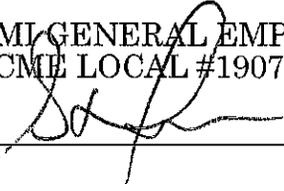
53.3 On or before March 1, 2017, the City shall present the UNION with a list of proposals it desires to negotiate. The changes indicated in the proposals shall be designated with a strike through of deleted language and new language will be underlined.

53.4 Initial discussions shall thereafter, and no later than April 1, 2017, be entered into by the City and the UNION.

Agreed to this ____ day of _____, 2015, by and between the respective parties through an authorized representative or representatives of the UNION and by the City Manager.

ATTEST:

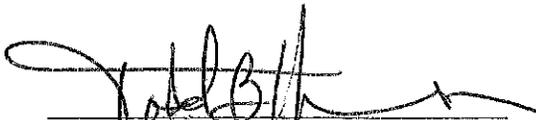
MIAMI GENERAL EMPLOYEES
AFSCME LOCAL #1907, AFL-CIO



ATTEST:

ON THE PART OF THE CITY OF MIAMI,
MIAMI, FLORIDA





CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS



CITY ATTORNEY

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APPENDIX A

Job Code	Job Name	FLSA Code	Grade
1005	Mail Clerk	NEX	14.A
1010	Clerk I	NEX	12.A
1011	Clerk II	NEX	14.A
1012	Clerk III	NEX	16.A
1013	Clerk IV	NEX	20.A
1015	Transcriber	NEX	24.A
1017	Community Service Provider	NEX	18.A
1019	Police Typist Clerk	NEX	15.A
1020	Typist Clerk I	NEX	13.A
1021	Typist Clerk II	NEX	15.A
1022	Typist Clerk III	NEX	17.A
1023	Typist Clerk IV	NEX	19.A
1024	Legal Clerk	NEX	18.A
1025	Secretary I	NEX	15.A
1026	Secretary II	NEX	17.A
1027	Secretary III	NEX	19.A
1028	Secretary IV	NEX	21.A
1031	Cis Desk Operator	NEX	18.A
1037	Interrogat Steno	NEX	24.A
1038	Police Transcriptionist	NEX	21.A
1040	Tech. Oper. Liaison	NEX	19.A
1042	Legal Services Aide	NEX	15.A
1052	Service Center Repre- Net	NEX	21.A
1054	Service Center Aide	NEX	17.A
1058	Telecommunications Processing Aide	NEX	21.A
1060	Claims Representative	NEX	19.A
1073	Customer Service Representative	NEX	21.A
1074	Cust Service Rep Sr	EX	24.A
1080	Client Support Services Aide	NEX	20.A
1082	Client Support Services Specialist	EX	22.A
1083	Client Support Services Supervisor	EX	26.A
1105	Cashier I	NEX	15.A
1106	Cashier II	NEX	17.A
1110	Account Clerk	NEX	17.A
1111	Payroll Clerk	NEX	19.A
1112	Payroll Aide	NEX	20.A
1113	Police/Fire Payroll Coordinator	EX	25.A

1114	Payroll Assistant	NEX	22.A
1116	Payroll Specialist	NEX	24.A
1118	Project Accountant	EX	26.A
1119	Accountant	NEX	22.A
1120	Accountant Sr	EX	25.A
1121	Accountant Supervisor	EX	28.A
1126	Staff Auditor Sr	EX	30.A
1129	Staff Auditor Princ	EX	30.A
1132	Fiscal Administrator	EX	30.A
1140	Budget Assistant	NEX	22.A
1142	Debt Compliance Specialist	NEX	26.A
1145	Investment and Debt Supervisor	EX	30.A
1150	Risk Management Specialist	EX	24.A
1154	Group Insurance Aide	NEX	19.A
1155	Group Insurance Assistant	NEX	22.A
1157	Group Insurance Specialist	EX	28.A
1166	Budget And Financial Support Advisor	EX	27.A
1167	Budget And Financial Support Advisor, Sr	EX	29.A
1170	Community Development Policy Coord.	EX	29.A
1201	Material Spec I-BC	NEX	16.A
1202	Material Spec II-BC	NEX	18.A
1203	Material Supvr-BC	NEX	25.A
1205	Stock Clerk I	NEX	14.A
1206	Stock Clerk II	NEX	16.A
1207	Storekeeper	NEX	19.A
1208	Materials Spec I-CR	NEX	16.A
1209	Materials Spec II-CR	NEX	18.A
1210	Senior Procurement Contracting Officer	EX	28.A
1211	Procurement Asst	NEX	22.A
1212	Procurement Contracting Officer	NEX	25.A
1213	Materials Supv-CR	NEX	21.A
1214	Auto Parts Supvr	NEX	21.A
1215	Procurement Supv	EX	33.A
1216	Procurement Aide	NEX	19.A
1217	Procurement Card Administrator	EX	25.A
1220	Procurement Construction Specialist	NEX	25.A
1221	Procurement Construction Specialist, Sr.	EX	28.A
1224	Auto Pts Spec I	NEX	16.A
1225	Auto Pts Spec II	NEX	18.A
1240	Property Mgmt Representative	EX	25.A
1242	Property Mgmt Specialist	EX	28.A

1303	Human Resources Clerk	NEX	17.A
1305	Admin Aide I	NEX	20.A
1306	Admin Aide II	NEX	22.A
1307	Task Force Supervisor	EX	24.A
1309	Admin Asst I	EX	25.A
1310	Admin Asst II	EX	28.A
1311	Admin Asst III	EX	31.A
1313	Human Resources Technician I	NEX	20.A
1314	Affirmative Action Specialist	EX	24.A
1316	Human Resources Technician II	NEX	22.A
1317	HR Specialist	EX	24.A
1319	Personnel Specialist II	EX	25.A
1323	Human Resources Coordinator	EX	30.A
1324	Safety Specialist	EX	26.A
1329	Manag Anal Asst	EX	24.A
1332	Tech. Operatns Coord.	EX	22.A
1337	Manag Oper Anal	EX	26.A
1341	Market Ser Coord	EX	28.A
1342	Rsch & Devt Spec	EX	28.A
1343	Contract Compliance Analyst	EX	27.A
1344	Procurement Contracts Officer	EX	29.A
1345	Fiscal Assistant	NEX	22.A
1347	Cable Comm. Assistant	EX	24.A
1348	Marketing Specialist	NEX	24.A
1350	Marketing Supervisor	EX	29.A
1352	Business Develop Sr	EX	28.A
1354	Business Developer	EX	26.A
1356	Business Dev Supv	EX	31.A
1357	Economic Analyst	EX	26.A
1358	Supervisor Of Economic Research	EX	30.A
1361	Employmt Interviewer	NEX	17.A
1363	Info & Referral Aide	NEX	12.A
1365	Training Officer	EX	26.A
1366	Staff Anlst Asst	EX	24.A
1367	Staff Analyst	EX	26.A
1368	Staff Anlst Sr	EX	28.A
1369	Staff Analyst Prncpl	EX	30.A
1371	Hearing Boards Coordinator	EX	28.A
1373	San. Services Coord.	EX	25.A
1374	Hearing Boards Specialist	NEX	22.A
1375	Job Training Specialist	EX	25.A

1376	Job Training Specialist, Sr	EX	21.A
1382	Support Services Coor	EX	31.A
1384	Productivity Anal., Asst	EX	24.A
1385	Productivity Analyst	EX	26.A
1388	Legislative Coordinator	EX	25.A
1389	Records Systems Specialist	EX	26.A
1390	Special Projects Coordinator	EX	29.A
1392	Technical Support Analyst	EX	27.A
1395	Victims Advocate	EX	28.A
1397	Information Analyst	EX	26.A
1405	City Photographer	NEX	20.A
1413	Promotion Assistant	NEX	12.A
1414	Public Rel Splst	EX	29.A
1419	Public Relations Aide	NEX	19.A
1420	Publicity Writer	EX	25.A
1421	Public Rel Agnt	EX	27.A
1422	Public Info Ofcr	EX	28.A
1424	Social Broadcasting Specialist	NEX	25.A
1427	Assistant To The Protocol Officer	EX	25.A
1430	Special Events Agent	NEX	20.A
1431	Special Events Coordinator	EX	25.A
1436	Intergovmental Film Liaison	EX	23.A
1440	Legislative Services Representative I	NEX	19.A
1441	Legislative Services Representative II	NEX	22.A
1442	Legislative Services Representative III	EX	25.A
1505	Switchboard Oper	NEX	14.A
1506	Information Clerk	NEX	14.A
1522	Camera Platemk	NEX	18.A
1523	Offset Press Opr	NEX	19.A
1524	Offset Press Opr Sr	NEX	21.A
1525	Duplicating Equip Op I	NEX	16.A
1526	Photolithographer	NEX	18.A
1527	Print Shop Supervisor	EX	24.A
1528	Print Shop Asst Supt	EX	27.A
1529	Print Shop Supt	EX	30.A
1530	Print Shop Helper	NEX	12.A
1531	Duplicating Equip Op II	NEX	19.A
1533	Office Equipment Analyst	NEX	24.A
1535	Print Shop Estimator	NEX	19.A
1537	Prod Ctrl Spv	EX	23.A
1539	Computer Systems Supervisor	NEX	30.A

1540	Systems Engr I	NEX	26.A
1541	Systems Engr II	EX	30.A
1542	Information Services Liaison	NEX	20.A
1543	Pc Hardware Repair Technician	NEX	23.A
1544	Database Specialist(Sql Server)	EX	32.A
1545	Database Specialist (Oracle)	EX	32.A
1546	Pc Aide	NEX	17.A
1548	Information Technology Technician I	NEX	20.A
1549	Information Technology Technician II	EX	23.A
1550	Information Technology Technician III	EX	25.A
1551	Help Desk Supervisor	EX	30.A
1553	Information Systems Security Officer	EX	30.A
1554	Computer Op I	NEX	20.A
1555	Computer Op II	NEX	22.A
1557	Computer Opr Supv	EX	26.A
1559	Applications Support Supervisor	EX	34.A
1560	Programmer Asst	NEX	23.A
1562	Systems Programmer	EX	29.A
1564	Web Developer I	EX	26.A
1565	Web Developer II	EX	28.A
1566	Programmer Jr	EX	26.A
1567	Programmer	EX	28.A
1568	Programmer Sr	EX	30.A
1571	Systems Maintenance Supervisor	EX	32.A
1572	Computer Opr Chf	EX	32.A
1576	Systems Analyst Sr	EX	32.A
1578	Geographic Information Systems Developer	EX	29.A
1582	Teleprocessing Coord	EX	28.A
1583	Geographic Information System Analyst	EX	32.A
1584	Data Librarian	NEX	20.A
1585	Geographic Information Systems Data Spec	EX	28.A
1586	Scheduler/Expediter	NEX	21.A
1588	Info Center Spec	EX	30.A
1595	Business Analyst	EX	28.A
1596	Business Analyst Supervisor	EX	32.A
1602	Finance Accounting Assistant	NEX	22.A
1603	Senior Capital Assets Analyst	EX	30.A
1604	Finance Accounting Specialist	EX	24.A
1605	Capital Assets Administrator	EX	32.A
1606	Financial Analyst I	EX	26.A
1608	Financial Analyst II	EX	28.A

1609	Senior Accounts Payable Analyst	EX	30.A
1610	Senior Financial Analyst	EX	30.A
1624	Accounts Receivable Aide	NEX	19.A
1627	Asst Accts Receivable Supervisor	NEX	25.A
1629	Customer Service Supervisor	EX	30.A
1630	Capital Assets Aide	NEX	18.A
1635	Finance Revenue Collections Inspector	NEX	22.A
1637	Finance Revenue Collections Coordinator	EX	25.A
1808	Claims Account Specialist	NEX	22.A
1810	Claims Adjustor I	EX	22.A
1812	Claims Adjustor II	EX	24.A
1820	Coll/Subrogation Spec	EX	24.A
2010	Survey Party Chief	EX	24.A
2011	Surveyor	EX	30.A
2012	Surveyor, Senior	EX	33.A
2013	Eng Tech I	NEX	18.A
2015	Eng Tech II	NEX	20.A
2017	Eng Tech III	NEX	24.A
2019	Construction Coordinator	EX	27.A
2020	Cadd Operator	NEX	24.A
2029	Street Lighting Eng I	EX	27.A
2030	Professional Engineer I	EX	30.A
2031	Engineer I	EX	27.A
2032	Professional Engineer II	EX	31.A
2033	Professional Engineer III	EX	33.A
2036	Environmental Engineer	EX	33.A
2038	Engineer II	EX	29.A
2039	Utility Engineer	EX	29.A
2040	Elec Engineer	EX	33.A
2048	Architect I	EX	26.A
2049	Architect II	EX	30.A
2050	Architect III	EX	31.A
2053	Landscape Architect	EX	30.A
2054	Landscape Arch Supv	EX	31.A
2056	Project Rep.	EX	27.A
2060	Cable Tv Engineer	EX	31.A
2101	Roofing Inspector	NEX	01.INS
2103	Senior Building Inspector	EX	03.INS
2105	Senior Plumbing Inspector	EX	03.INS
2107	Senior Mechanical Inspector	EX	03.INS
2109	Senior Electrical Inspector	EX	03.INS

2110	Bldg Insp I	NEX	27.A
2111	Bldg Insp II	EX	29.A
2112	Asst Bldg Official/Chief Bldg Inspector	EX	33.A
2112	Chief Building Inspector	EX	05.INS
2114	Building Inspector	NEX	01.INS
2116	Structural Engineer(plans Exam)	EX	35.A
2120	Elec Insp I	NEX	27.A
2121	Elec Insp II	EX	29.A
2122	Chief Electrical Inspector	EX	05.INS
2123	Electrical Inspector	NEX	01.INS
2125	Senior Roofing Inspector	EX	03.INS
2127	Senior Elevator Inspector	EX	03.INS
2130	Plumbing Insp I	NEX	27.A
2131	Plumbing Insp II	EX	29.A
2132	Plumbing Insp Chf	EX	05.INS
2134	Plumbing Inspector	NEX	01.INS
2140	Construction Inspection Representative	NEX	17.A
2143	Environmental Compliance Specialist	EX	27.A
2144	Environmental Compliance Coordinator	EX	28.A
2145	Zoning Plans Processor	EX	29.A
2149	Building Services Assistant IV	NEX	24.A
2150	Zoning Inspector I	NEX	23.A
2151	Zoning Information Specialist	NEX	27.A
2152	Zoning Information Supervisor	EX	30.A
2153	Plans Processing Aide	NEX	19.A
2154	Plans Processing Specialist	NEX	30.A
2155	Code Compliance Inspector	NEX	24.A
2157	Zoning Information Technician	NEX	22.A
2158	Mech Insp I	NEX	27.A
2159	Mech Insp II	EX	29.A
2160	Mech Insp Chief	EX	05.INS
2161	Mechanical Inspector	NEX	01.INS
2165	Elevator Inspector	NEX	01.INS
2167	Chief Elevator Inspector	EX	05.INS
2170	Building Services Assistant I	NEX	17.A
2171	Building Services Assistant II	NEX	19.A
2172	Building Services Assistant III	NEX	22.A
2176	Supv Permits & Rev	EX	29.A
2178	Chief Code Enforc Off	EX	31.A
2181	Cable Tv Tech Spec	NEX	21.A
2187	Business Tax Receipts Aide	NEX	17.A

2188	Business Tax Receipts Specialist	EX	22.A
2190	Assistant Occupational License Supv	EX	25.A
2192	Business Tax Receipts Supervisor	EX	30.A
2195	Housing Quality Inspector	NEX	24.A
2196	Housing Quality Inspector, Sr	EX	26.A
2203	Graphic Designer, Senior	EX	26.A
2204	Graphic Designer	NEX	24.A
2205	Planning III I	NEX	19.A
2206	Planning III II	NEX	22.A
2208	Planning Tech	NEX	24.A
2210	Park Plan Cord	EX	29.A
2211	Environmental Resources Specialist I	NEX	22.A
2212	Environmental Resources Specialist II	NEX	24.A
2214	Housing Spec Asst	NEX	23.A
2217	Archeologist	EX	29.A
2218	Historic Preservation Planner	EX	29.A
2219	Planning Intern	NEX	16.A
2220	Planner I	EX	27.A
2221	Planner II	EX	31.A
2222	Planner III	EX	34.A
2224	Comm Dev Coord	EX	32.A
2225	Housing Spcl	EX	26.A
2226	Housing Spcl Prncpl	EX	31.A
2227	Housing Spec Sr	EX	28.A
2228	Hsg Rhb Ln/O Sr	EX	26.A
2229	Housing Loan Officer	NEX	24.A
2230	Housing Rhb Est	NEX	23.A
2231	Hsg Rhb Estim Sr	EX	26.A
2232	Soc Prg Analyst	NEX	22.A
2233	Soc Prg Anl Ast	NEX	20.A
2234	Soc Prg Anl Sr	EX	25.A
2235	Soc Prg Anl Supv	EX	28.A
2237	Commty Dv Prj Supv	EX	29.A
2238	Special Funding Services Coordinator	EX	26.A
2239	Social Prog Coord	EX	31.A
2240	Hsg Rhb Ln/O Asst	NEX	19.A
2244	Hsg Rhb Estim Asst	NEX	19.A
2250	Loan Specialist	EX	24.A
2252	Loan Program Manager	EX	28.A
2972	Volunteer Coordinator		28.A
3001	Laborer I	NEX	15.A

3002	Laborer II	NEX	16.A
3005	Laborer III	NEX	17.A
3010	Labor Crew Ldr I	NEX	18.A
3011	Labor Crew Ldr II	NEX	22.A
3012	Public Wks Supv	EX	28.A
3014	Public Works Superintendent	EX	31.A
3021	Assistant Heavy Equipment Specialist	NEX	23.A
3022	Sani Supervisor	NEX	25.A
3024	Recycling Coordinator	NEX	25.A
3025	Waste Col Supt Ast	EX	28.A
3026	Superintendent Of Solid Waste	EX	30.A
3104	Auto Eqp Op I	NEX	17.A
3105	Auto Eqp Op II	NEX	19.A
3106	Auto Eqp Op III	NEX	21.A
3107	Auto Eqp Op IV	NEX	22.A
3301	Maint Mech Helper	NEX	17.A
3302	Maint Mechanic	NEX	20.A
3303	Maint Mech Supv	NEX	23.A
3305	Air Cond Mech	NEX	27.A
3308	Hvacr Supervisor	EX	30.A
3310	Electrician	NEX	27.A
3311	Elec Supervisor	EX	30.A
3313	Gen. Maintnc. Worker	NEX	17.A
3314	Gen Maint Rep-Pnt/Mec	NEX	20.A
3315	Gen Maint Rep-Carpen.	NEX	21.A
3316	Gen Maint Rep-Electr/Air Cond.	NEX	23.A
3317	General Maint. Repair Supv, Elec	NEX	24.A
3318	General Repair Maint Supv	NEX	23.A
3319	Electrician II	NEX	28.A
3322	Plumber Supervisor	EX	30.A
3324	Plumber	NEX	27.A
3326	Carpenter	NEX	21.A
3327	Carpenter Supv	NEX	23.A
3328	Mason	NEX	21.A
3335	Painter	NEX	20.A
3336	Auto Body Wrkr/Pntr	NEX	22.A
3337	Painter Sign	NEX	21.A
3338	Painter Supv	NEX	23.A
3339	Auto Pnt/Bdy Shop Spv	NEX	24.A
3340	Pipefitter	NEX	19.A
3341	Pipefitter Supv	NEX	22.A

3350	Welder	NEX	22.A
3360	Facilities Oper Wrkr.	NEX	16.A
3361	Facilities Oper Worker, Senior	NEX	20.A
3362	Facilities Oper Supvr	NEX	23.A
3370	Prop Maint Asst Supt	EX	31.A
3371	Prop Maint Supt	EX	33.A
3372	Pol Secuty & Fac Supv	NEX	21.A
3374	Police Fac Asst	NEX	19.A
3402	Fuel Fac Att	NEX	15.A
3404	Auto Mech Helper	NEX	17.A
3405	Automotive Service Writer	NEX	19.A
3406	Auto Mechanic	NEX	23.A
3407	Auto Mech Supv	NEX	25.A
3408	Fuel Fac Supv	NEX	21.A
3409	Heavy Eqp Mech Helper	NEX	18.A
3410	Heavy Eqp Mech	NEX	24.A
3411	Heavy Eqp Mech Supv	NEX	26.A
3420	Garage Asst Supt	EX	29.A
3452	Supt.- Garage Or Motor Pool	EX	30.A
3455	Fleet Management Representative	NEX	22.A
3456	Fleet Liaison	NEX	20.A
3638	Facility Maintenance Technician	NEX	20.A
3642	Facility Maintenance Manager	EX	28.A
3644	Utility Analyst	EX	28.A
4005	Custodian I	NEX	14.A
4006	Custodian II	NEX	15.A
4007	Custodian Supv	NEX	17.A
5017	Police Property Mgr	EX	31.A
5019	Identification Aide	NEX	16.A
5020	Police Comm Clrk	NEX	18.A
5022	Pol Prop Spec I	NEX	17.A
5024	Pol Prop Spec II	NEX	19.A
5025	Crime Scene Investigator I	NEX	22.A
5026	Crime Scene Investigator II	NEX	26.A
5027	Crime Scene Investigations Supervisor	EX	32.A
5030	Latent Print Examiner	NEX	30.A
5032	Latent Print Examiner Supervisor	NEX	31.A
5037	Guard/Porter	NEX	06.A
5039	School Crossing Guard Supervisor	EX	13.A
5040	Public Service Aide	NEX	17.A
5050	Professional Compliance Supv.	EX	28.A

5060	Police Records Supr	EX	28.A
5070	Crime Analyst I	NEX	22.A
5071	Crime Analyst II	NEX	24.A
5076	Prof Compliance Asst	NEX	19.A
5077	Prof Compl Rep	EX	26.A
5302	Fire Sfty Spec. Sr.	NEX	25.A
5303	Fire Sfty Spec.Supv	EX	27.A
5304	Fire Sfty Spec	NEX	23.A
5315	Fire Supplies Clerk I	NEX	14.A
5316	Fire Supplies Clerk II.	NEX	17.A
5318	Fire And Life Safety Edu. Coord.	EX	28.A
5319	Fire & Life Safety Ed.Spec.	EX	24.A
5320	Video Program Spec	EX	23.A
5323	Video Program Prod	EX	28.A
5403	Communications Equip. Maint. Specialist	NEX	19.A
5404	Comm Repair Wrkr	NEX	21.A
5405	Comm Tech	NEX	25.A
5406	Comm Tech Supv	NEX	27.A
5407	Comm Maint Asst Supt	EX	30.A
5408	Comm Tech Supt	EX	33.A
5410	Microwave Technician	NEX	25.A
5413	Emergency Dispatch Assistant	NEX	20.A
5414	Police Communications Records Custodian	NEX	22.A
5415	Emergency Dispatcher	NEX	22.A
5416	Comm Oper Spvrs	NEX	24.A
5417	Emd Quality Assurance Specialist	NEX	24.A
5418	Comm Center Supervisor, Medical/Fire	EX	28.A
5420	Telc Sys Dev Mgr	EX	33.A
5426	Telecommunications Technical Specialist	NEX	21.A
5432	Videographer/Editor	EX	23.A
5436	Emergency Dispatcher Supervisor, M/F	NEX	24.A
5446	Emergency Dispatcher Supervisor, Police	NEX	24.A
5510	Guard	NEX	13.A
5512	City Ranger	NEX	14.A
5515	Park Ranger	NEX	13.A
5516	Park Ranger Supervisor	EX	24.A
5520	Stable Attendant	NEX	17.A
5523	Stable Attendant Supvr.	NEX	20.A
5529	Facility Attend	NEX	14.A
5530	Marinas Facilt Att	NEX	13.A
5560	Jtpa Trainee	NEX	06.A

6001	Golf Course Attendant	NEX	16.A
6003	Grounds Tender	NEX	16.A
6005	Park Tender I	NEX	17.A
6007	Park Tender II	NEX	19.A
6010	Greenskeeper	NEX	18.A
6015	Tree Trimmer	NEX	16.A
6016	Tree Trim Crew Ldr	NEX	18.A
6017	Arborist	NEX	22.A
6020	Cemetery Sexton	NEX	20.A
6021	Parks Naturalist	NEX	23.A
6022	Parks Naturalist Sr.	EX	26.A
6025	Nursery Tender	NEX	17.A
6029	Beach Operations Supv	EX	29.A
6035	Parks Supv I	NEX	18.A
6036	Parks Supv II	NEX	22.A
6047	Parks Recreation Coordinator	EX	29.A
6048	Superintendent Of Maintenance, Assistant	EX	31.A
6049	Parks Operations Coordinator	EX	29.A
6050	Parks Supt Of	EX	31.A
6051	Assistant Superintendent of Recreation	EX	31.A
6052	Athletic Coordinator	EX	30.A
6053	Superintendent Of Parks	EX	33.A
6054	Superintendent Of Recreation	EX	33.A
6055	Grounds & Turf Manager	EX	26.A
6059	Asst Stadiums Manager	EX	30.A
6062	Marine Stad Mgr	EX	27.A
6064	Auditorium Manager Asst	EX	25.A
6065	Auditorium Mgr	EX	29.A
6067	Marinas Operations Supervisor	NEX	18.A
6068	Marinas Aide	NEX	16.A
6069	Marinas Supervisor	NEX	21.A
6070	Marinas Manager, Asst.	EX	28.A
6071	Marinas Manager	EX	34.A
6080	Parks & Recreation Mgr I	EX	23.A
6081	Parks & Recreation Mgr II	EX	26.A
6105	Lifeguard (P/O)	EX	17.A
6107	Pools Supervisor	EX	25.A
6109	Lifeguard Sr. (P/O)	EX	19.A
6110	Aquatic Program Planner	EX	29.A
6115	Irrigation Specialist	NEX	19.A
6118	Japanese Garden Specialist	EX	29.A

6119	Cult Affr Coord	EX	29.A
6120	Tennis Supvrs	EX	19.A
6121	Special Education Teacher	EX	25.A
6122	Education Initiatives Coordinator	EX	28.A
6123	Program Coord.	EX	31.A
6124	Program Coord, Asst	EX	27.A
6125	Therapeutic Recreation Spec	EX	25.A
6126	Social Worker	EX	22.A
6127	Program Assistant	NEX	16.A
6128	Program Leader	NEX	22.A
6129	Program Specialist	NEX	19.A
6132	Golf Course Superintendent	EX	20.A
6135	Baseball Supv	EX	20.A
6144	Gen Recreation Prog Planner	EX	29.A
6149	Rec Specialist	NEX	18.A
6151	Water Sports Inst	NEX	23.A
6152	Boxing Supervisor	EX	22.A
6156	Youth Pgm. Spec	EX	25.A
6160	Fitness Center Specialist	NEX	21.A
6161	Recreation Aide	NEX	08.A
6162	Recreation Asst Supt	EX	29.A
6164	Parks & Recreation Serv Coord	EX	29.A
6170	Events Specialist	NEX	24.A
6172	Special Events Supervisor	EX	29.A
6300	Day Care Admin	EX	31.A
6301	Day Care Adm Ast	EX	25.A
6302	Day Care Ctr Supv	EX	25.A
6303	Day Care Specialist	NEX	18.A
7017	Job Training Program Coordinator	NEX	33.A
7018	Vocational Counselor	NEX	22.A
7019	Citzn Prgm Supv	EX	28.A
7020	Comm Invol Asst	NEX	19.A
7021	Crime Prevention Specialist	NEX	22.A
7031	Sani Insp II	NEX	23.A
7032	Sani Insp Chief	EX	26.A
7035	Sani Insp	NEX	21.A

All persons who hold interim, provisional, seasonal, part-time or temporary positions are considered exempt from Appendix A and as such are not entitled to any benefits as specified in this Agreement.

In the event there is a discrepancy in pay grade for any particular classification, the higher pay grade will prevail.

MEMORANDUM OF UNDERSTANDING
City of Miami & AFSCME, Local 1907

This Memorandum of Understanding is entered into this 26 day of April, 2012 between the City of Miami ("City") and the Miami General Employees, American Federation of State, County, and Municipal Employees, Local 1907, (jointly "the Parties") to clarify the 2011-2012 collective bargaining agreement ("CBA") as follows:

WHEREAS, the Parties mutually agree to clarify Article 4.1, Article 24.7 and Article 39 of the existing CBA to reflect the intent of the Parties during collective bargaining negotiations; and

NOW THEREFORE, the Parties agree as follows:

I. ARTICLE 4 – MANAGEMENT RIGHTS

WHEREAS, Article 4 specifically 4.1 provides "The parties agree to a sunset provision that begins at the ratification of this labor agreement wherein any MOU that is not included with the labor agreement prior to the expiration of this agreement will be considered null and void..."

NOW THEREFORE, the Parties agree that the MOU's in existence on September 30, 2011 (attached hereto) shall be incorporated as part of the 2011-2012 collective bargaining agreement between the parties.

II. ARTICLE 24.7 – WAGES

WHEREAS, Article 24 specifically Article 24.7 provides "Bargaining unit employees who are assigned a 24-Hour Take Home Vehicle and who reside within the city limits of the City of Miami shall reimburse the City \$50 a month for the benefit of the assigned 24-Hour Take Home Vehicle..."

NOW THEREFORE, the Parties agree that Bargaining unit employees who are assigned a 24-Hour Vehicle and who reside within the city limits of the City of Miami shall not reimburse the City for the benefit of the assigned 24-Hour Take Home Vehicle.

III. ARTICLE 39 – SICK LEAVE

WHEREAS, Article 39 specifically Article 39.11 provides "Bargaining unit members with unused accumulated sick leave hours in excess of the maximum carryover at the end of the year shall be paid for one hundred percent (100%) of the unused portion of their accumulated sick leave in excess of the maximum carryover."

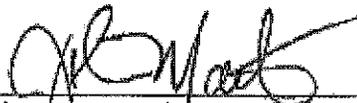
NOW THEREFORE, the parties agree Bargaining unit members with unused accumulated sick leave hours in excess of the maximum carryover at the end of the year shall not be paid for any unused portion of their accumulated sick leave in excess of the maximum carryover.

ON BEHALF OF THE UNION:



Anthony Hatten
President, AFSCME Local 1907

ON BEHALF OF THE CITY:



Johnny E. Martinez
City Manager

APPENDIX B-1: AFSCME 1907 SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	1yr	2yr	2yr	2yr	2yr	2yr	2yr	MAX							
		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
04A	8.32	8.74	9.18	9.64	10.12	10.62	11.15	11.71	12.30	12.91	13.56	14.24	14.95	15.70	
05A	5.00%	8.74	9.18	9.64	10.12	10.62	11.15	11.71	12.30	12.91	13.56	14.24	14.95	15.70	16.48
06A	5.00%	9.18	9.64	10.12	10.62	11.15	11.71	12.30	12.91	13.56	14.24	14.95	15.70	16.48	17.30
07A	5.00%	9.64	10.12	10.62	11.15	11.71	12.30	12.91	13.56	14.24	14.95	15.70	16.48	17.30	18.17
08A	5.00%	10.12	10.62	11.15	11.71	12.30	12.91	13.56	14.24	14.95	15.70	16.48	17.30	18.17	19.08
09A	5.00%	10.62	11.15	11.71	12.30	12.91	13.56	14.24	14.95	15.70	16.48	17.30	18.17	19.08	20.03
10A	5.00%	11.15	11.71	12.30	12.91	13.56	14.24	14.95	15.70	16.48	17.30	18.17	19.08	20.03	21.03
11A	5.00%	11.71	12.30	12.91	13.56	14.24	14.95	15.70	16.48	17.30	18.17	19.08	20.03	21.03	22.08
12A	5.00%	12.30	12.91	13.56	14.24	14.95	15.70	16.48	17.30	18.17	19.08	20.03	21.03	22.08	23.19
13A	5.00%	12.91	13.56	14.24	14.95	15.70	16.48	17.30	18.17	19.08	20.03	21.03	22.08	23.19	24.35
14A	5.00%	13.56	14.24	14.95	15.70	16.48	17.30	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57
15A	5.00%	14.24	14.95	15.70	16.48	17.30	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57	26.84
16A	5.00%	14.95	15.70	16.48	17.30	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57	26.84	28.19
17A	5.00%	15.70	16.48	17.30	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57	26.84	28.19	29.60
18A	5.00%	16.48	17.30	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57	26.84	28.19	29.60	31.08
19A	5.00%	17.30	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57	26.84	28.19	29.60	31.08	32.63
20A	5.00%	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57	26.84	28.19	29.60	31.08	32.63	34.26
21A	5.00%	19.08	20.03	21.03	22.08	23.19	24.35	25.57	26.84	28.19	29.60	31.08	32.63	34.26	35.97
22A	5.00%	20.03	21.03	22.08	23.19	24.35	25.57	26.84	28.19	29.60	31.08	32.63	34.26	35.97	37.77
23A	5.00%	21.03	22.08	23.19	24.35	25.57	26.84	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66
24A	5.00%	22.08	23.19	24.35	25.57	26.84	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66	41.64
25A	5.00%	23.19	24.35	25.57	26.84	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66	41.64	43.73
26A	5.00%	24.35	25.57	26.84	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66	41.64	43.73	45.91
27A	5.00%	25.57	26.84	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66	41.64	43.73	45.91	48.21
28A	5.00%	26.84	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66	41.64	43.73	45.91	48.21	50.62
29A	5.00%	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66	41.64	43.73	45.91	48.21	50.62	53.15
30A	5.00%	29.60	31.08	32.63	34.26	35.97	37.77	39.66	41.64	43.73	45.91	48.21	50.62	53.15	55.81
31A	5.00%	31.08	32.63	34.26	35.97	37.77	39.66	41.64	43.73	45.91	48.21	50.62	53.15	55.81	58.60
32A	5.00%	32.63	34.26	35.97	37.77	39.66	41.64	43.73	45.91	48.21	50.62	53.15	55.81	58.60	61.53
33A	5.00%	34.26	35.97	37.77	39.66	41.64	43.73	45.91	48.21	50.62	53.15	55.81	58.60	61.53	64.60
34A	5.00%	35.97	37.77	39.66	41.64	43.73	45.91	48.21	50.62	53.15	55.81	58.60	61.53	64.60	67.83
35A	5.00%	37.77	39.66	41.64	43.73	45.91	48.21	50.62	53.15	55.81	58.60	61.53	64.60	67.83	71.23
36A	5.00%	39.66	41.64	43.73	45.91	48.21	50.62	53.15	55.81	58.60	61.53	64.60	67.83	71.23	74.79
37A	5.00%	41.64	43.73	45.91	48.21	50.62	53.15	55.81	58.60	61.53	64.60	67.83	71.23	74.79	78.53
38A	5.00%	43.73	45.91	48.21	50.62	53.15	55.81	58.60	61.53	64.60	67.83	71.23	74.79	78.53	82.45
39A	5.00%	45.91	48.21	50.62	53.15	55.81	58.60	61.53	64.60	67.83	71.23	74.79	78.53	82.45	86.57

The year(s) designated below each respective step reflects the number of year(s) at the step before bargaining unit members shall become eligible for advancement to the next step. See Article 24.4.

APPENDIX B-2: AFSCME 1907 SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	1yr	2yr	2yr	2yr	2yr	2yr	2yr	MAX							
		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
04A	8.57	9.00	9.45	9.92	10.42	10.94	11.49	12.06	12.67	13.30	13.96	14.66	15.40	16.17	
05A	5.00%	9.00	9.45	9.92	10.42	10.94	11.49	12.06	12.67	13.30	13.96	14.66	15.40	16.17	16.97
06A	5.00%	9.45	9.92	10.42	10.94	11.49	12.06	12.67	13.30	13.96	14.66	15.40	16.17	16.97	17.82
07A	5.00%	9.92	10.42	10.94	11.49	12.06	12.67	13.30	13.96	14.66	15.40	16.17	16.97	17.82	18.71
08A	5.00%	10.42	10.94	11.49	12.06	12.67	13.30	13.96	14.66	15.40	16.17	16.97	17.82	18.71	19.65
09A	5.00%	10.94	11.49	12.06	12.67	13.30	13.96	14.66	15.40	16.17	16.97	17.82	18.71	19.65	20.63
10A	5.00%	11.49	12.06	12.67	13.30	13.96	14.66	15.40	16.17	16.97	17.82	18.71	19.65	20.63	21.66
11A	5.00%	12.06	12.67	13.30	13.96	14.66	15.40	16.17	16.97	17.82	18.71	19.65	20.63	21.66	22.75
12A	5.00%	12.67	13.30	13.96	14.66	15.40	16.17	16.97	17.82	18.71	19.65	20.63	21.66	22.75	23.88
13A	5.00%	13.30	13.96	14.66	15.40	16.17	16.97	17.82	18.71	19.65	20.63	21.66	22.75	23.88	25.08
14A	5.00%	13.96	14.66	15.40	16.17	16.97	17.82	18.71	19.65	20.63	21.66	22.75	23.88	25.08	26.33
15A	5.00%	14.66	15.40	16.17	16.97	17.82	18.71	19.65	20.63	21.66	22.75	23.88	25.08	26.33	27.65
16A	5.00%	15.40	16.17	16.97	17.82	18.71	19.65	20.63	21.66	22.75	23.88	25.08	26.33	27.65	29.03
17A	5.00%	16.17	16.97	17.82	18.71	19.65	20.63	21.66	22.75	23.88	25.08	26.33	27.65	29.03	30.48
18A	5.00%	16.97	17.82	18.71	19.65	20.63	21.66	22.75	23.88	25.08	26.33	27.65	29.03	30.48	32.01
19A	5.00%	17.82	18.71	19.65	20.63	21.66	22.75	23.88	25.08	26.33	27.65	29.03	30.48	32.01	33.61
20A	5.00%	18.71	19.65	20.63	21.66	22.75	23.88	25.08	26.33	27.65	29.03	30.48	32.01	33.61	35.29
21A	5.00%	19.65	20.63	21.66	22.75	23.88	25.08	26.33	27.65	29.03	30.48	32.01	33.61	35.29	37.05
22A	5.00%	20.63	21.66	22.75	23.88	25.08	26.33	27.65	29.03	30.48	32.01	33.61	35.29	37.05	38.91
23A	5.00%	21.66	22.75	23.88	25.08	26.33	27.65	29.03	30.48	32.01	33.61	35.29	37.05	38.91	40.85
24A	5.00%	22.75	23.88	25.08	26.33	27.65	29.03	30.48	32.01	33.61	35.29	37.05	38.91	40.85	42.89
25A	5.00%	23.88	25.08	26.33	27.65	29.03	30.48	32.01	33.61	35.29	37.05	38.91	40.85	42.89	45.04
26A	5.00%	25.08	26.33	27.65	29.03	30.48	32.01	33.61	35.29	37.05	38.91	40.85	42.89	45.04	47.29
27A	5.00%	26.33	27.65	29.03	30.48	32.01	33.61	35.29	37.05	38.91	40.85	42.89	45.04	47.29	49.65
28A	5.00%	27.65	29.03	30.48	32.01	33.61	35.29	37.05	38.91	40.85	42.89	45.04	47.29	49.65	52.14
29A	5.00%	29.03	30.48	32.01	33.61	35.29	37.05	38.91	40.85	42.89	45.04	47.29	49.65	52.14	54.74
30A	5.00%	30.48	32.01	33.61	35.29	37.05	38.91	40.85	42.89	45.04	47.29	49.65	52.14	54.74	57.48
31A	5.00%	32.01	33.61	35.29	37.05	38.91	40.85	42.89	45.04	47.29	49.65	52.14	54.74	57.48	60.35
32A	5.00%	33.61	35.29	37.05	38.91	40.85	42.89	45.04	47.29	49.65	52.14	54.74	57.48	60.35	63.37
33A	5.00%	35.29	37.05	38.91	40.85	42.89	45.04	47.29	49.65	52.14	54.74	57.48	60.35	63.37	66.54
34A	5.00%	37.05	38.91	40.85	42.89	45.04	47.29	49.65	52.14	54.74	57.48	60.35	63.37	66.54	69.87
35A	5.00%	38.91	40.85	42.89	45.04	47.29	49.65	52.14	54.74	57.48	60.35	63.37	66.54	69.87	73.36
36A	5.00%	40.85	42.89	45.04	47.29	49.65	52.14	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03
37A	5.00%	42.89	45.04	47.29	49.65	52.14	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88
38A	5.00%	45.04	47.29	49.65	52.14	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.93
39A	5.00%	47.29	49.65	52.14	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.93	89.17

APPENDIX B-3: AFSCME 1907 SALARY SCHEDULE

Salary		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Grade	Pay Rate	1 yr.	2 yr.	MAX											
03.INS	Hourly	\$ 29.8077	\$ 31.2981	\$ 32.8690	\$ 34.5062	\$ 36.2315	\$ 38.0431	\$ 39.9453	\$ 41.9426	\$ 44.0397	\$ 46.2417	\$ 48.5593	\$ 50.9815	\$ 53.5306	\$ 56.2071
	Annually	\$62,000.02	\$65,300.85	\$68,355.04	\$71,772.80	\$75,361.52	\$79,129.63	\$83,086.22	\$87,240.61	\$91,602.58	\$96,182.74	\$100,991.89	\$106,041.52	\$111,343.65	\$116,910.88
03.INS	Hourly	\$ 32.7885	\$ 34.3274	\$ 36.1496	\$ 37.9568	\$ 39.8546	\$ 41.8473	\$ 43.9397	\$ 46.1357	\$ 48.4435	\$ 50.8657	\$ 53.4090	\$ 56.0795	\$ 58.8888	\$ 61.8277
	Annually	\$68,200.08	\$71,610.03	\$75,190.54	\$78,950.14	\$82,897.57	\$87,042.38	\$91,394.58	\$95,964.34	\$100,762.48	\$105,800.66	\$111,090.72	\$116,645.36	\$122,477.68	\$128,601.56
03.INS	Hourly	\$ 36.0673	\$ 37.8707	\$ 39.7642	\$ 41.7524	\$ 43.8400	\$ 45.0320	\$ 48.3336	\$ 50.7503	\$ 53.2878	\$ 55.9522	\$ 58.7498	\$ 61.6873	\$ 64.7717	\$ 68.0103
	Annually	\$75,018.58	\$78,771.06	\$82,709.54	\$86,834.99	\$91,137.20	\$95,746.56	\$100,523.85	\$105,560.62	\$110,838.82	\$116,330.59	\$122,100.59	\$128,109.59	\$134,326.14	\$141,461.89