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K#: **820242**

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#820242
City of Miami - - AFSC ME # 1907

AGREEMENT

This Agreement, entered into this ____ day of _____ 2002, between the City of Miami (hereinafter referred to as the "City") and the MIAMI GENERAL EMPLOYEES AFSCME LOCAL 1907, AFL-CIO, (hereinafter referred to as the "Union"). Referral to "his" is inclusive of both the female and male genders.

(general unit)

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, the parties do agree as follows:

1,200 employees

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 the Certification issued by the Florida Public Employees Relations Commission on June 6, 1978, Certification #408, which includes all the classifications listed in APPENDIX A of the Agreement and excludes all classifications listed in APPENDIX B of the Agreement.

9/30/04

9 9/30/04

ARTICLE 2

REPRESENTATION OF THE CITY

2.1 The City shall be represented by the City Manager, the Labor Relations Officer, or a person or persons designated in writing to the Union by the City Manager. The City Manager, the Labor Relations Officer or his 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 Labor Relations Officer or his 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 a 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 Labor Relations Officer 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 is the Union President and the full-time release designee, then only two (2) employees may be released from duty with no loss of pay or emoluments.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The Union agrees that 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 or authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. 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 of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City; 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 job pay positions; to change or eliminate existing methods of operation, equipment or facilities.

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 The City shall enforce and comply with the provisions of the Agreement so as not to violate the City Charter or the existing Civil Service Rules and Regulations (Ordinance 8977 as amended).

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

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 Whenever the employer exercises a right or privilege contractually reserved to it or retained by it, the employer shall not be obligated to bargain collectively with respect to the effect or impact of that exercise on individual bargaining unit members or on the unit as a group, or to postpone or delay effectuation or implementation of the management decision involved for any reason other than an express limitation contained in this Agreement.

4.7 For the term of this agreement the City agrees that the reassignment, transfer of bargaining unit employees or roll-back from a permanent position will not result in a reduction or "red-circling" of an affected employee's salary. Section 4.7 does not apply to bargaining unit employees hired on or after October 1, 1998.

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 or any other interruption of the operations of the City.

5.3 Each employee 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 employees 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 or political affiliation.

6.2 All references in this Agreement to bargaining unit members of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit members.

6.3 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.

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

6.5 Any claim of discrimination by an employee against the City, its officials or representatives, 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.

6.6 The Union, in accordance with State law, shall not be required to process the grievance of a non-union member.

6.7 The Union agrees to support the City's current Affirmative Action Program and any other similar affirmative action programs affecting employees which may be developed by the City in consultation with the Union.

6.8 Nothing in this Article or elsewhere in this Agreement shall prevent the City from implementing the terms of the current Consent Decree and the related Memo of Understanding or any future legal mandates placed upon the City by applicable laws.

6.9 The parties agree to abide by the law with respect to modification of the City's affirmative action plan.

ARTICLE 7

PREVAILING BENEFITS

7.1 Job benefits heretofore authorized by the City Manager continuously enjoyed by all employees covered by this Agreement as of September 30, 1973, 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 3,500 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 Office of Labor Relations. 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 Labor Relations Officer 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 his employment by

the City of Miami within the meaning of Chapter 440, Florida Statutes, as amended.

F. Upon written request to the Labor Relations Officer, the President of the Union, and a designee will be released for the term of this Agreement from his or 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 or designated representative, 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 designee are on off-duty up to a forty (40) hour work week, except that absence due to vacation leave, sick leave, earned personal 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 members on time pool release. Violations of the above-mentioned rules, regulations and orders shall subject the bargaining unit members 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 pool time.

8.5 Except as provided above, bargaining unit members who attend administrative or judicial hearings shall not be compensated by the City unless such attendance is on behalf of and at 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 assigned steward area as provided in Section 9.7. He shall be allowed reasonable time therefore during working hours without loss of time or pay upon notification and approval of his 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 employer 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.

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 his 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 checkoff 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 checkoff. 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 checkoff 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 is terminating the prior checkoff 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 checkoff 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 nonidentification 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 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 2nd Step

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 Labor Relations Officer. 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 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 Labor Relations Officer 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 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 or her oral response to Step 1. The Department Director or his 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 Labor Relations Officer within seven (7) working days from the time the Step 2 response was due in Step 2. The Labor Relations Officer 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 to be selected by the employer and the Union within ten (10) days after notice has been 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 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 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 role in the interview to advising the employee of his 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, but shall not be obliged to delay the interview for more than thirty (30) 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 shall be paid overtime in accordance with Article 26.

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 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 Probationary employees who have been appointed to a position but who have not completed the required probationary period may be discharged or reduced in rank at any time prior to the expiration of the probationary period. Said discharged or demoted employee shall not be accorded a hearing before the Civil Service Board or access to the grievance procedure contained herein. A probationary employee may be returned to a former classification in which the employee held permanent status or be discharged if in an entrance position upon being notified in writing by the Department Director.

16.6 In acceptance of this Article, the Union, its members and agents, waive any and all rights to a pre-hearing prior to imposition of suspensions or dismissals.

16.7 Employees are subject to such examinations as may be required by the City to determine if they are under the influence of alcohol or a controlled substance; or may have been using, possessing, dispensing or selling controlled substances, unlawful, mind-altering, or non-physician prescribed drugs. Management will attempt to enroll employees in such drug or alcohol rehabilitative programs as are available to those individuals who voluntarily come forward. Management will encourage employees to voluntarily seek help for alcohol or controlled substances abuse. Such request for assistance shall be denied if the individual seeking help is currently involved in or facing the disciplinary process.

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 absence, may be considered as having resigned. Said resignation shall only be reviewed, if applicable, by the City Manager or the Labor Relations Officer.
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 Labor Relations Officer.
6. Retirement.
7. Layoff for a continuous period of eighteen (18) months.

17.2 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 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 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. 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 Labor Relations Officer and the Union President. The Labor Relations Officer 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 occupies. If the employee's regular position subsequently becomes available, consistent with Civil Service

Rules and Regulations, he 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.

18.2 Employees evaluated will be given a copy of the evaluation rating. Should an evaluation be downgraded after the employee's initial evaluation by his 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 dismissal. 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 a Communications Operator position in the Police Department or the Fire-Rescue Department shall serve an eighteen (18) month probationary period.

18.4 Unsatisfactory rating for permanent full-time classified employees not serving in a promotional appointment shall require said employees to appear before the Civil Service Board for review of the unsatisfactory rating. 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 Labor Relations Officer 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 City on-duty employment, and while acting within the scope of his authority, the City shall have the option to pay legal costs and attorney fees; not to exceed seventy five (\$75.00) 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 his 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 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 his designee, may direct an employee to serve in a classification higher than the classification in which an employee currently holds status. Working out of classification will not grant permanent job status or provide any automatic job rights to the position filled on acting assignment to the higher classification. 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 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.

21.4 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 Effective as soon as administratively feasible after ratification, the parties agree the City will pay the state mandated workers' compensation indemnity payments to eligible bargaining unit members as a check separate from any other salary to which a bargaining unit member may be entitled. The bargaining unit member agrees to sign this workers' compensation check back to the City. The City will also issue a second check to the employee which will consist of an amount equal to the workers' compensation payment and the supplementary salary as set out, and subject to the limitations below. After those deductions with mandated preference under federal law, the City agrees to take deductions and/or credits from this second paycheck in the following order: workers' compensation*,

* will be indicated on the check as a credit for the City and will be non-taxable.

pension, health insurance, and any other deductions. The parties agree that this process is intended to provide the employee with these paychecks without interruption.

23.2 Should the bargaining unit member refuse to return the workers' compensation check to the City, the City shall cease making any deductions for the employee from the second check for pension, health insurance, etc. and the bargaining unit member shall then be completely responsible for making those payments on his/her own until the employee elects to participate in the paycheck system described above in Section 23.1.

23.3 The City agrees that any employee covered under this labor agreement who is disabled as the result of an accident, injury or occupational disease incurred in the line of duty shall be eligible for a supplementary salary subject to the following conditions. Supplementary salary will be paid in the form of a continuation of the employee's regular paycheck of which a part thereof is workers' compensation pay. Pursuant to the above manner of payment the City will meet its obligations to the state and to the employee and the employee avoids creating a debt to the City for pension, health insurance or other deductions. If the City is unable to implement this program as set out above, the parties agree to meet to devise another system that will accomplish the same goals.

23.4 No supplementary salary will be paid to anyone injured while performing an act intended to injure or hurt one's self or another. Supplementary salary shall only be granted for a period of one hundred and fifty (150) consecutive

days from date of injury, however, said supplementary salary may be extended for an additional sixty (60) consecutive days for serious injuries upon approval of the City Manager or his/her designee.

23.5 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.

23.6 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.

23.7 If an employee remains temporarily disabled beyond the period of time in which he is entitled to collect the 100%/80% supplementary pay benefits, he shall be entitled to supplementary pay equal to 2/3 "D" payments for the additional period of his temporary disability pursuant to current practices.

23.8 If an employee becomes permanently and totally incapacitated for the further performance of the duties of his classified position he shall petition the retirement board for retirement. The supplementary salary of the 2/3 "D" as described above, shall continue until the retirement is granted or denied.

23.9 At any time during his 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 designee, to submit to a physical examination by a physician designated by the City Manager within fifteen 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.

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

23.11 Effective October 1, 1993 any condition or impairment of health suffered by employees in the classification of Identification Technician 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 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.

ARTICLE 24

WAGES

24.1 Effective the first full pay period following the dates indicated below, bargaining unit employees will receive an across-the-board wage increase which has been based on increases in the U.S. Consumer Price Index for All Wages Earners (CPI-W) from the third quarter of 1999 to the third quarter of 2000 for the April 2002 wage increase (from the third quarter of 2000 to the third quarter of 2001 for the October 2002 wage increase) plus one percentage point more for each wage increase as a means of recapturing past wage increases which have been below the CPI-W. Based on this formula the wage increases have been calculated as follows:

	<u>CPI-W</u>	<u>Catch-Up</u>	<u>Total</u>
April 1, 2002	3.5% plus	1%	= 4.5%
October 1, 2002	2.6% plus	1%	= 3.6%

Effective the first full pay period following the dates indicated below, bargaining unit employees will receive an across-the-board wage increase as follows:

October 1, 2003	2%
April 1, 2004	2%

In return for the Union's agreement for a three (3) year agreement, the following will apply: Management will not layoff bargaining unit employees for the life of this Agreement

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.

In the event the City's fiscal ability to maintain permanent bargaining unit employees on the active payroll deteriorates, management will promptly notify the Union. The parties to this contract shall meet and negotiate if a reduction in force is to be implemented for the bargaining unit.

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 Employees shall upon retirement (all kinds, including vesting), receive a retroactive salary increase of five percent (5%) for the employee's last or highest one (1) year's salary.

24.3 All changes in salary for reasons of promotion, demotion, merit increase, working out of class or longevity increases, 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.

24.4 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.

24.5 Employees shall receive no additional pay supplements except as are specifically provided by this Agreement. Any pay supplements provided by this Agreement shall not be used in calculating average earnings for pension purposes.

Only those employees holding permanent status within the occupation of Heavy Equipment Mechanic and who are permanently assigned to the Fire Garage 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.

Effective the first full pay period following October 1, 1998, those employees within the occupation of Communications Operator who are actively assigned the duty of training new Communications Operators 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 Communications Operator Trainer classification.

Effective the first full pay period following ratification of the labor agreement, all Police Communications Operators, Communications Operator Supervisors and Communications 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 for a period of three (3) months.

Effective the first full pay period following ratification of the labor agreement all Fire Communications Operators, Communications Operator Supervisors and the Communications Center Supervisor 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.

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.

Effective the first full pay period following ratification of the labor agreement, 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, up to a maximum of five percent (5%).

24.6 Employees shall become eligible for longevity increases based upon their most recent date of hire into the classified service; provided, however, that when the employee is not in a full pay status, it shall cause the effective date of the increase to be deferred by the same number of work days. This provision shall

apply to employees who attain ten (10), or fifteen (15) years of continuous classified service on or after January 1, 1984. Employees who have completed twenty (20)

and twenty-one 21* years of continuous classified service with the City shall receive a longevity step of five percent (5%) for each.

Employees who have completed sixteen (16) years of continuous classified service with the City shall receive a longevity step of two and one half percent (2 ½%). Effective the first full pay period following ratification of the labor agreement, employees who have completed twenty-two (22) years of continuous classified service with the City shall receive a longevity step of two and one half percent (2 ½%). All longevity increases shall be granted consistent with the directed award issued on AFSCME Grievance #6-89.

24.7 Bargaining unit employees who are hired on or after October 1, 1984 shall satisfactorily serve a probationary period of one year prior to gaining permanent status in the classified service.

24.8 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.

24.9 As part and in consideration of benefits provided in this Agreement to the Union and the Union's good faith effort to cooperate with the City to increase the efficiency of the City, the City hereby makes a good faith representation to the Union that it will be able to fund this Agreement.

The City hereby knowingly, intelligently and unequivocally waives its right not to fund any year of this Agreement. The only exception to this waiver is in the case of a "true fiscal emergency" which is unanticipated at this time.

*Effective upon ratification of this labor agreement.

In order for the City to establish a "true fiscal emergency" so as to lawfully not fund any year or years of this Agreement, the City must demonstrate that there is no other reasonable alternative means of appropriating monies to fund the Agreement for that year or years.

Notwithstanding any other article of this Collective Bargaining Agreement, the City hereby specifically agrees that any disputes concerning the application or interpretation of the funding of the contract will be resolved through the grievance arbitration procedure of this Agreement.

If an arbitrator determines that the City has breached its funding requirements under this Agreement, the parties jointly confer upon the arbitrator jurisdiction to order the City to appropriate the necessary monies to fund the Agreement. This also applies to any enforcement proceeding under Chapter 682, Florida Statutes.

This article applies to any status quo period following the expiration of this contract.

ARTICLE 25

JOB BASIS

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

25.2 Job basis employees are expected to work a minimum of 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 earned personal leave are to be properly recorded

when used. Job basis leave may not be used as a substitute for sick leave. 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 JBL.

25.3 Requests for time off by job basis 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.

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

ARTICLE 26

OVERTIME/COMPENSATORY TIME

26.1 All authorized work in excess of an eligible employee's normal work week shall be considered overtime work. Eligible 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.

26.2 Eligible employees performing compensable overtime work shall, at their discretion, be paid time and one-half 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 one half (1/2) hour increments. This overtime rate shall be all inclusive and no additional overtime pay shall be paid to those employees working a holiday.

26.3 The maximum accumulation of compensatory time hours is one hundred (100) hours. If an employee takes compensatory time off, the hours in his bank shall be appropriately reduced by such time off. If an employee leaves the service of the City and cashes in his 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.

26.4 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.

ARTICLE 27

GROUP INSURANCE

27.1 The City agrees to pay \$8.08 per eligible bargaining unit member per pay period to the union to provide life insurance coverage and accidental death and dismemberment coverage of \$35,000.00 within sixty (60) days or less after ratification upon termination of the existing life insurance contract. This policy must be made available to all bargaining unit members.

27.2 Group health premiums will be paid by the bargaining unit employee with pre-tax dollars. Effective the first full pay period following ratification of the labor agreement bargaining unit employees who elect the **Dual Choice (Point of Service) Medical/Vision** health plan shall contribute \$19.00 bi-weekly toward single health coverage and \$100.00 bi-weekly toward family health coverage. Effective the first full pay period following the dates indicated below, bargaining unit employees who elect the **Dual Choice (Point of Service) Medical/Vision** health plan shall contribute bi-weekly toward their health coverage as indicated.

	<u>Single Coverage</u>	<u>Family Coverage</u>
January 1, 2003:	\$20.90 bi-weekly	\$110.00 bi-weekly
January 1, 2004:	\$22.99 bi-weekly	\$121.00 bi-weekly

27.3 Effective the first full pay period following ratification of the labor agreement bargaining unit employees electing the City's **HMO Medical/Vision** health plan shall contribute \$6.50 bi-weekly toward single health coverage and \$44.00 bi-weekly toward family health coverage. Effective the first full pay period following the dates indicated below bargaining unit employees who elect the City's **HMO Medical/Vision** health plan shall contribute bi-weekly toward their health coverage as indicated.

	<u>Single Coverage</u>	<u>Family Coverage</u>
January 1, 2003:	\$7.15 bi-weekly	\$48.40 bi-weekly
January 1, 2004:	\$7.87 bi-weekly	\$53.24 bi-weekly

27.4 Effective the first full pay period following ratification of the labor agreement bargaining unit employees electing the City's **Dual Choice (Point of Service) Medical/Vision/Dental** health plan shall contribute \$25.12 bi-weekly toward single health coverage and \$115.32 bi-weekly toward family health coverage. Effective the first full pay period following ratification of the labor agreement, any increases in dental premiums will be added to the employee premium payment. Employees retain the option to opt out of dental coverage.

27.5 Effective the first full pay period following ratification of the labor agreement bargaining unit employees electing the City's **HMO Medical/Vision/Dental** health plan shall contribute \$12.62 bi-weekly toward single health coverage and \$59.32 bi-weekly toward family health coverage. Effective the first full pay period following ratification of the labor agreement, any increases in dental premiums will be added to the employee premium payment. Employees retain the option to opt out of dental coverage.

Effective July 1, 2002, bargaining unit employee's **co-pays** for health coverage shall be as specified below:

	<u>HMO</u>	<u>Dual Choice (Point of Service)</u>
Pharmacy (Generic/Brand):	\$10/\$10	\$10/\$20
Office Visit Copay:	\$10	\$20

27.6 Effective thirty (30) days following ratification of the labor agreement, the infertility rider will no longer be in effect.

27.7 Plan design and all plan benefits shall be those outlined within the employees benefits handbook and shall not be changed without mutual agreement of the City and the Union.

27.8 A standing committee will be created called the Health Insurance Committee. It shall be made up of five (5) City of Miami employees, one member appointed by the IAFF, one member appointed by AFSCME, two members appointed by the City Manager and one picked by mutual agreement of the IAFF, AFSCME and the City Manager. The Group Benefits Administrator shall serve as a technical advisor to the committee, but will not be a member nor have a vote.

The committee shall meet monthly or as needed to review employee complaints, suggestions, etc. The committee shall have the authority by majority vote, to remedy situations concerning claims, so long as the decision does not change the current benefits. The committee may make recommendations on benefit changes that would save the plan(s) money, to the City and the Union for immediate consideration of the parties.

The committee is intended to reduce the need for the grievance procedure and to suggest new ideas in providing a better and more efficient health insurance system. The parties agree, however, that employees bringing complaints to the committee shall be entitled to use the grievance procedure if the committee's remedy, if any, is not satisfactory to the employee.

27.9 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 Labor Relations Officer will advise the Union of the deduction procedures that will be followed in the implementation and administration of this activity.

ARTICLE 28

SAFETY SHOES AND PERSONAL EQUIPMENT

28.1 In those classifications where the employer requires that the employee wear safety shoes, the employer shall, effective the first full pay period following ratification of the labor agreement, issue allowance in the amount of \$75.00 for the purchase of an initial pair of safety shoes.

28.2 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 \$75.00 for the purchase of another pair of safety shoes.

This additional \$75.00 shall only be provided when the worn out or damaged pair of shoes is turned into the Department. The Department Director, or his designee, shall determine when, in his 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.

28.3 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.

28.4 Safety shoes provided by the employer shall not be worn by the employee when the employee is off duty.

28.5 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, foul 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.

28.6 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.

ARTICLE 29

TOOL ALLOWANCE

29.1 The City agrees to pay a quarterly tool allowance for Automotive Mechanic, Heavy Equipment Mechanics and Auto Body Worker/Painter in the

amount of eighty-five (\$85.00) dollars quarterly. Such tool allowance will be paid to the employee within the first fifteen (15) days after the close of the quarter.

29.2 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.

29.3 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 whose tool inventory does not meet the minimum or drops below the basic minimum tool list inventory, shall not receive a tool allowance. Tools may not be loaned to meet the basic inventory tool list.

29.4 The Department Director, or his 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.

29.5 The affected employees within the above-listed classifications shall submit an inventory of all their personal tools, make and model to their immediate supervisor outside the bargaining unit who will verify the list. The employee will maintain a copy and a copy will be filed in the Division Office. 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 eighty-five (\$85.00) dollars quarterly tool allowance.

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 30

TUITION REIMBURSEMENT

30.1 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 Miami-Dade County 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. Effective October 1, 1998, tuition reimbursement shall not be subject to budgetary constraints.

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

30.3 All course work must be taken at or from an accredited college, university or educational institution approved by the City Manager or the Labor Relations Officer. 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 Labor Relations Officer.

30.4 Effective upon ratification reimbursement will be limited to books, lab fees, and tuition costs up to a maximum of \$1,000.00 per calendar year.

30.5 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.

30.6 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 his department or the Human Resources Department.
- B. The employee must complete the application in triplicate and submit it to his 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.

30.7 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 termination from the City through a deduction from his final paycheck.

30.8 Upon completion of the course work, the employee must submit his semester grade report together with the tuition fee receipt to his 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 31

CALL BACK PAY

31.1 Any employee 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.

31.2 It is not the intent of this Article or any other Article of this Agreement to provide pay for an employee 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 32

JURY DUTY/COURT APPEARANCE

32.1 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.

32.2 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.

32.3 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 earned personal leave, vacation, compensatory leave, or leave of absence without pay.

32.4 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 33

COMMENDATION PAID LEAVE

33.1 A department director, upon approval by the City Manager, or his 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 34

PARKING

34.1 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 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 Labor Relations Officer and shall be final and binding.

34.2 The Union President will meet and confer with the Labor Relations Officer on parking concerns should the need arise and the Labor Relations Officer will attempt to resolve said concerns consistent with budgetary constraints.

ARTICLE 35

BLOOD DONORS

35.1 Employees who volunteer as blood donors to contribute to on-site City supported Blood Donor Organizations as approved by the Labor Relations Officer 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 till they are released to go back to work.

ARTICLE 36

VACATION

36.1 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 two hundred (200) hours of the previous year's credited vacation. Any excess vacation over the two hundred (200) hours allowed carryover shall be forfeited after January 1st. Employees who have been carried on full disability the entire previous year shall be paid for all excess vacation over two hundred (200) 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 his Department, any hours in excess of the two hundred (200) hours which would have been forfeited shall be paid for at the employee's January 1, hourly rate of pay.

36.2 Effective January 1, 1987, the maximum accrual of vacation shall be one hundred and sixty (160) hours, provided however, bargaining unit employees with ten (10) years of service but less than fifteen (15) years shall be allowed to accrue one hundred and eighty (180) hours and employees with fifteen (15) years of service or more as of January 1, 1987, shall be allowed to continue the accrual of

vacation in accordance with Civil Service Rules and Regulations (Ordinance No. 8977). The crediting of vacation leave shall only be allowed upon the completion of the required years of actual continuous service.

36.3 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>Work Hours Lost 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

36.4 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 City Manager or the Labor Relations Officer. 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.

36.5 Effective January 2003, the vacation balances for bargaining unit employees shall be credited, on a one time basis, by fourteen (14) hours.

36.6 Effective January 2003, vacation accrual rates for employees hired prior to January 1, 1987 shall be increased by fourteen (14) hours.

36.7 Effective January 2003, employees hired on or after January 1, 1987 shall accrue vacation in accordance with the following schedule:

1 - 5 years	-	94 hours
6 - 10 years	-	114 hours
11 - 15 years	-	134 hours
16 - 20 years	-	174 hours

36.8 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 37

SECURITY OPERATIONS

37.1 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.

37.2 Upon request of the Union President, the Labor Relations Officer will review such denial of assignment. Said review will be final and the decision of the Labor Relations Officer will be binding and not subject to any appeal procedure.

ARTICLE 38

SICK LEAVE

38.1 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.

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

38.3 Employees in probationary status will accrue sick leave in accordance with 38.2. However, no sick leave with pay shall be granted during the employee's first ninety (90) working days.

38.4 In order to receive sick leave with pay, an employee must take steps to notify his immediate supervisor or the person designated by the Department to receive such notice of illness within thirty (30) minutes after the time scheduled for the beginning of the employee's daily duties, excluding the Fire and Police Departments wherein departmental rules will apply. It shall be the employee's responsibility to notify his Department each day the employee will be out ill within the time frames outlined above.

38.5 All employees covered by this Agreement 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, children, father-in-law, mother-in-law, grandparents, spouse's grandparents, stepfather and/or stepmother.

38.6 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.

38.7 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 contract 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 City Doctor's list will only require the employee to report to the Human Resources Department for clearance to report to work.

38.8 Employees covered by this Agreement who exercise normal retirement, shall be paid for one hundred percent (100%) of accumulated sick leave up to seven hundred fifty (750) hours and fifty percent (50%) of accumulated sick leave above seven hundred fifty (750) hours. Employees whose sick leave payout was limited to nine hundred sixty (960) hours as a result of having in excess of eight hundred (800) hours prior to January 18, 1979 shall have the option of keeping the nine hundred sixty (960) hour limit or selecting the seven hundred fifty (750) hour limit with payout at one hundred percent (100%) and fifty percent (50%) of accumulated sick leave above seven hundred fifty (750) hours. In the event of the death of an employee who would have otherwise been eligible to exercise normal retirement (Rule of 70 or age 55), the employee's estate will be paid his/her accumulated sick leave in accordance with this section.

The City and the Union will continue to negotiate on a plan whereby retiring employees may have an option of leaving all or a portion of their severance pay in a City account for the purpose of paying health premiums for City group insurance with pretax dollars (referred to as Health Insurance Bank). Possibilities of active employees (at their option) moving time into a Health Insurance Bank will also be explored.

38.9 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%
More than 15 years of service	50%

38.10 Employees who are terminated shall not receive compensation for unused sick leave upon separation of service or retirement.

38.11 Employees who accumulate sick leave credits in excess of three hundred (300) hours in accordance with this Article shall as of January 1 have one-half (1/2) of their excess sick leave earned credited to their vacation leave bank.

Upon separation of service employees shall not have any sick leave earned converted to their vacation leave bank.

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

38.13 Employees with ten (10) or more years of service who are laid off under honorable conditions ten (10) or more years of service 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 of their last day worked.
- 2) They remit to the City an amount equal to their rehire hourly rate times the number of hours of sick leave for which they

were previously paid off. This buy back option must be exercised and paid for within 30 days of the date the employee returns to work.

- 3) If the buy back 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 he was laid off.

38.14 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. In addition, there will be an annual drawing of fifty (50) employees by an individual selected by the Labor Relations Officer 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 (\$100) dollar 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 39

TARDINESS

39.1 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). All 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 scheduled starting time, and provides an excuse that is acceptable in the sole discretion of Management, the employee may elect to utilize Earned Personal Leave. Election of Earned Personal Leave for an excused tardiness shall be taken in one (1) hour increments. The utilization of Earned Personal Leave does not negate the tardiness as an instance. Effective January 1, 2003, the employee may elect to utilize

vacation. An annual period shall be defined as a twelve (12) month period beginning with the occurrence of the employee's first tardiness instance.

39.2 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>
9th instance in annual period	Written warning
10th instance in annual period	Three (3) day suspension
11th instance in annual period	Fourteen (14) day suspension
12th instance in annual period	Dismissal

39.3 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 Labor Relations Officer, if, in his opinion, individual circumstances warrant such action.

ARTICLE 40

FAMILY LEAVE AND LEAVE WITHOUT PAY

40.1 Bargaining unit employees may request a leave without pay in accordance with the Family and Medical Leave Act of 1993. 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. Effective upon ratification of the labor agreement, employees taking leave under the Family and Medical Leave Act (FMLA) shall be limited to a ninety (90) day FMLA leave. An extension of an additional ninety (90) days of leave without pay may be granted upon request to the Labor Relations Officer as specified under Section 40.3.

Upon approval of such extension, the employee will be required to pay the full premium amount for health insurance coverage.

40.2 Upon approval of the Department Director, with the approval of the City Manager or the Labor Relations Officer, 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 Labor Relations Officer.

Any bargaining unit employee requesting said leave of absence shall be required to submit evidence of registration upon entering each quarter/semester of school.

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

40.4 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 all vacation and earned personal 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 earned personal leave prior to taking such leave. The usage of such leave time will not prohibit the employee from taking leave without pay as specified herein.

40.5 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.

40.6 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 41

LABOR/MANAGEMENT PARTNERSHIP COMMITTEES

41.1 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.

41.2 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.

41.3 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 Labor Relations Officer.

ARTICLE 42

DEATH IN FAMILY

42.1 Any employee covered by this Agreement 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. The immediate family is defined as father, mother, sister, brother, husband, wife, children, father-in-law, mother-in-law, grandparents, spouse's grandparents, grandchildren, stepfather and/or stepmother if they have raised the employee from infancy regardless of place of residence, 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 application for a "K" day will be dismissed.

42.2 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 a newspaper account showing the death and relationship of the deceased to the employee and/or other appropriate criteria as deemed appropriate by the Office of Labor Relations.

ARTICLE 43

MILITARY LEAVE

43.1 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.

43.2 Requests for military leave shall be made as early as possible but at least two (2) weeks prior to the date such leave commences.

43.3 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 44

HOLIDAYS

44.1 The following days shall be considered holidays:

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

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

44.3 Employees performing work on any of the above holidays shall be paid 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.

44.4 All conditions and qualifications outlined in Article 26, 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.

44.5 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 regular

shift, the employee will either be charged one (1) hour from either his 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 45

EARNED PERSONAL LEAVE

45.1 It is agreed that eligible members of the bargaining unit who work forty (40) hours per week and have successfully completed six (6) months of their probationary period, shall be entitled to fourteen (14) hours earned personal leave time off each calendar year. Earned personal leave time shall be taken in increments of not less than one (1) hour. The earned personal leave hours shall be mutually agreed upon by the employee and his immediate supervisor outside of the bargaining unit consistent with the needs of the employee's department. The earned personal leave hours off shall not be accrued; they must be used by the employee during the calendar year or be forfeited. The earned personal leave hours off are not subject to being converted to cash during the employee's employment or as severance pay upon the employee-terminating his employment with the City. There shall be no liability to pay any overtime under this Article.

45.2 Effective January 1, 2003, earned personal leave shall no longer be credited to bargaining unit members and shall cease as available leave time. (Note: Earned Personal Leave incorporated into vacation leave).

ARTICLE 46

ACCIDENT REVIEW BOARD

46.1 The parties agree to abide by the provisions of the City's Vehicular Loss Control Program, Sections 6.1, 6.2 and 6.3 as they apply to vehicular accidents involving bargaining unit employees.

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

OVERTIME DISTRIBUTION

50.1 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.

50.2 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 their 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.

50.3 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.

50.4 The provisions of this Article does not restrict the City's right to require 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.

50.5 If this method results in obviously inequitable distribution of overtime, the Labor Relations Officer and the Union President will work out a method of correcting such inequity.

ARTICLE 51

SENIORITY

51.1 Seniority shall, for the purpose of this Article, be defined as the most recent date of hire, classified or unclassified, with the City unless otherwise agreed upon by the Union President and the Labor Relations Officer.

51.2 Seniority shall only be determinative in shift assignment and 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.

51.3 Exceptions to the use of seniority as specified in 51.1 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.

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

ARTICLE 52

LEAVE BALANCE PAYOFFS

52.1 Effective October 1, 1995 employees electing to retire may select one of the two (2) following leave balance payoff options.

- 1) Payment of leave balances upon retirement as currently specified under the labor agreement and/or leave payoff practices.
- 2) The City shall fund up to a maximum of three (3) whole creditable service years for the employee based upon the value of the employee's available leave balance at time of retirement less required withholding taxes at present value as actuarially determined for each individual employee. Upon exhausting the value of the leave balances, employees may purchase the

remainder of the three (3) years by payment of cash to the Pension Trust. The hourly rate for calculation of the leave balances shall be as specified under the labor agreement and/or leave payoff practices. The purchase of service years under this option may not be utilized for Service/Rule of 70 retirement eligibility. If in the future the constructive receipt issue can be satisfactorily resolved, this benefit shall be available using pre-tax value of employees' leave banks.

ARTICLE 53

PENSION

53.1 Effective upon ratification a Deferred Retirement Option Plan (DROP) is hereby created. The DROP of the Retirement System shall consist of a Forward DROP and Benefit Actuarially Calculated DROP (BACDROP).

GENERAL PROVISIONS

A. Eligibility

1. Any general employee who has reached age fifty-five (55) with ten (10) years of creditable service, or who has attained a combination of age plus years of creditable service equal to seventy (70), shall be eligible to participate in the DROP.

B. Election to participate

1. Election to participate in DROP is irrevocable. Upon election of participation in the DROP, by using forms and procedures as prescribed by the Board of Trustees, a general employee's creditable service, early service or service retirement benefits, and compensation calculation shall be frozen and shall be based on the single highest year preceding participation in the DROP, as the basis of calculating the DROP payment. Upon commencement of participation in the DROP, the employee contribution and the City contribution to the Retirement System for that employee shall cease as the employee will be earning no further service credit. The employee shall not acquire additional pension credit for the purposes of the pension plan but may continue City employment for up to a maximum of thirty-six (36) months. DROP participants will be credited with the GESE Retirement Trust cost of living adjustment (COLA) while they participate in DROP.

C. Maximum participation

1. The maximum period of participation in the DROP is thirty-six (36) months. Once the maximum participation

has been achieved, the bargaining unit member must terminate employment.

D. Creation of individual account

1. For each person electing participation in the DROP, an individual account shall be created as of the date DROP participation commences.

E. Earnings on DROP account

1. The Board of Trustees of the Retirement System shall establish, by administrative rule, a series of investment vehicles which may be chosen by participants in the DROP. Any losses incurred on account of the option selected by the participant shall not be made up by the City of Miami or the GESE trust fund, but any such loss shall be borne by the participant only. Upon participation in the DROP, the member shall make a selection of the earnings program on forms provided by the board. A member may adjust his/her asset allocation periodically as determined by the Board. All earnings shall be credited to the employee's DROP account.

F. Distribution of DROP benefits

1. Upon conclusion of a period of participation in the DROP not to exceed the maximum set forth in section C, the member shall terminate employment. Upon termination of employment, a member may receive payment from the DROP account in the following manner:
 - a. Lump sum distribution;
 - b. Periodic payments;
 - c. An annuity;
 - d. Rollover of the balance to another qualified retirement plan, IRA or Internal Revenue Code Section 457 Plan.
2. A member may defer payment until the latest date authorized by Section 401(a)(9) of the Internal Revenue Code.

G. Disability or Death during DROP participation

1. Disability - A DROP participant shall not be entitled to receive an ordinary or service disability retirement.
2. Death - In the case of the death of a DROP participant, there shall be no accidental death benefit for pension purposes.

This article shall not affect any other death or disability benefits provided to a general employee under federal law, state law, City ordinance, or this Agreement.

H. COLA participation

1. Eligibility for cost of living adjustment (COLA) shall commence when a member has reached the first anniversary of his/her retirement. When that occurs the COLA shall be paid into the members DROP account in monthly installments for the FORWARD DROP until a member has actually separated from employment with the City and in lump sum to the member's DROP account for the BACDROP participant upon separation from employment. For the purpose of complying with Section H(2)(g) of the Second Amended Final Judgment in Gates, the employee's "Date of Retirement" shall be for the FORWARD DROP the date the employee enters the DROP and for the BACDROP the date to which the employee drops back.

Any employee who enters into a DROP agreement shall be bound by the terms and conditions of that said agreement.

FORWARD DROP

- A.** The date of entry into the FORWARD DROP shall be the beginning of a pay period. Payment shall be made by the retirement system into the employee's DROP account in an amount equal to the regular monthly retirement benefit which the member would have received had the member separated from service and commenced the receipt of benefits from the system. The amount of the monthly benefit shall be determined based on the creditable service, average final compensation, and retirement option selected in accordance with Section 40-255 of the Miami City Code. Upon conclusion of a period of participation in the DROP not to exceed the maximum set forth in Section 53.1 C, the member shall terminate employment with the City of Miami.
- B.** Election of a FORWARD Drop Program precludes participation in a BACDROP Program.

BACDROP

- A.** Eligibility: Effective upon ratification of the labor agreement an employee may elect to BACDROP to a date no further back than the date of their retirement eligibility date. The BACDROP period must be in twelve (12) month increments,

beginning at the start of a pay period, not to exceed thirty-six (36) months. Participation in the BACDROP does not preclude participation in the FORWARD Drop program.

- B.** The benefits for purpose of the BACDROP will then be actuarially calculated to be the equivalent to the benefit earned at the date of retirement. Said calculation will consist of the present value of benefits being equal to the actuarially reduced benefit, plus a lump sum with interest, as determined by the Pension Board's actuary. Employee contributions will not be returned for the period of time covered by the BACDROP Program.
- C.** Lump Sum. The lump sum as calculated by the Board's actuary will be based on the assumed investment return of the fund without discount for mortality and deposited into the newly created DROP account along with the COLA payments.

ARTICLE 54

TERM OF AGREEMENT

54.1 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, 2001 or as set out below, whichever date is later. The Agreement shall continue in force and effect until 11:59 p.m., September 30, 2004.

54.2 On or before April 1, 2004, 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.

54.3 On or before May 1, 2004, 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.

54.4 Initial discussions shall thereafter, and no later than June 1, 2004, be entered into by the City and the Union.

Agreed to this ____ day of _____, 2002, 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

APPENDIX A

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
1005	Mail Clerk	14A Hourly
1006	Mail Clerk Sr	16A Hourly
1008	Clerical Aide	09A Hourly
1010	Clerk I	12A Hourly
1011	Clerk II	14A Hourly
1012	Clerk III	16A Hourly
1013	Clerk IV	20A Hourly
1019	Police Typist Clerk	15A Hourly
1020	Typist Clerk I	13A Hourly
1021	Typist Clerk II	15A Hourly
1022	Typist Clerk III	17A Hourly
1023	Typist Clerk IV	19A Job Basis
1025	Secretary I	15A Hourly
1026	Secretary II	17A Hourly
1027	Secretary III	19A Hourly
1028	Secretary IV	21A Job Basis
1031	CIS Desk Operator	18A Hourly
1035	Legal Secy	19A Hourly
1037	Interrogat Steno	19A Hourly
1038	Police Transcriptionist	21A Hourly
1040	Tech Oper Liaison	19A Hourly
1042	Legal Services Aide	15A Hourly
1052	Service Center Repres - NET	21A Hourly
1054	Service Center Aide - NET	17A Hourly
1058	Telecomm Processing Aide	20A Hourly
1060	Claims Representative	19A Hourly
1070	Customer Service Rep I	17A Hourly
1072	Customer Service Rep II	19A Hourly
1074	Customer Service Rep Sr	24A Job Basis
1105	Cashier I	15A Hourly
1106	Cashier II	17A Hourly
1110	Account Clerk	17A Hourly
1112	Payroll Clerk	19A Hourly
1116	Payroll Specialist	24A Hourly
1118	Project Accountant	26A Job Basis
1119	Accountant	22A Hourly
1120	Accountant Sr	25A Job Basis
1121	Accountant Supervisor	28A Job Basis
1126	Staff Auditor Sr	28A Job Basis
1129	Staff Auditor Princ	30A Job Basis
1140	Budget Assistant	22A Job Basis
1142	Debt Compliance Specialist	24A Hourly
1145	Debt Services Coord	28A Job Basis
1154	Group Insurance Aide	19A Hourly
1157	Group Insurance Specialist	28A Job Basis
1201	Mals Spec I - Bldg Const	16A Hourly
1202	Mals Spec II - Bldg Const	18A Hourly

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>	
1203	Mals Supv - Bldg Const	25A	Hourly
1205	Stock Clerk I	14A	Hourly
1206	Stock Clerk II	16A	Hourly
1207	Storekeeper	19A	Hourly
1208	Mals Spec I - Comm Repr	16A	Hourly
1209	Mals Spec II - Comm Repr	18A	Hourly
1210	Procurement Spec Sr	28A	Job Basis
1211	Procurement Asst	22A	Hourly
1212	Procurement Spec	25A	Hourly
1213	Mals Supv - Comm Repr	21A	Hourly
1214	Auto Prts Supv	21A	Hourly
1215	Procurement Supv	33A	Job Basis
1216	Procurement Aide	19A	Hourly
1224	Auto Prts Spec I	16A	Hourly
1225	Auto Prts Spec II	18A	Hourly
1238	Property Mgt Assistant	22A	Job Basis
1240	Property Mgt Rep	25A	Job Basis
1242	Property Mgmt Spec	28A	Job Basis
1303	Personnel Serv Representative	17A	Hourly
1305	Admin Aide I	20A	Hourly
1306	Admin Aide II	22A	Job Basis
1307	Task Force Supv	24A	Job Basis
1309	Admin Asst I	25A	Job Basis
1310	Admin Asst II	28A	Job Basis
1311	Admin Asst III	31A	Job Basis
1313	Personnel Aide	20A	Hourly
1316	Personnel Asst	22A	Job Basis
1317	Personnel Spec	24A	Job Basis
1319	Personnel Specialist II	25A	Job Basis
1323	Personnel Medical Serv Rep	23A	Hourly
1324	Pers & Safety Off	26A	Job Basis
1329	Manag Anal Asst	24A	Job Basis
1332	Tech Operatns Coord	22A	Job Basis
1334	Manag Anal Sr	28A	Job Basis
1337	Manag Oper Anal	26A	Job Basis
1341	Market Ser Coord	28A	Job Basis
1344	Procmt Cont Offc	29A	Job Basis
1345	Fiscal Assistant	22A	Job Basis
1347	Cable Comm Assistant	24A	Job Basis
1348	Marketing Specialist	24A	Hourly
1350	Marketing Supervisor	29A	Job Basis
1352	Business Develop Sr	28A	Job Basis
1354	Business Developer	26A	Job Basis
1356	Bus Devp Supv	31A	Job Basis
1357	Economic Analyst	26A	Job Basis
1358	Supv of Economic Research	30A	Job Basis
1359	Econo Anal Princp	30A	Job Basis
1360	Job Developer	17A	Hourly
1361	Employmt Interviewer	17A	Hourly
1362	Info & Referral Spec	12A	Hourly
1363	Info & Referral Aide	12A	Hourly

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
1365	Training Officer	26A Job Basis
1366	Staff Anlst Asst	24A Job Basis
1367	Staff Analyst	26A Job Basis
1368	Staff Anlst Sr	28A Job Basis
1369	Staff Analyst Princpl	30A Job Basis
1372	Complaint Specialist	22A Hourly
1373	San. Services Coord	25A Job Basis
1375	Job Training Specialist	25A Job Basis
1376	Sr. Job Training Specialist	21A Job Basis
1382	Support Services Coor	31A Job Basis
1384	Productvty Anal Asst	24A Job Basis
1385	Productivity Analyst	26A Job Basis
1387	Prodctvty Anal Princpl	30A Job Basis
1392	Technical Support Anal	27A Job Basis
1405	City Photographer	24A Hourly
1414	Public Rel Splst	29A Job Basis
1415	Fire Info Spec	19A Hourly
1419	Public Relations Aide	19A Hourly
1420	Publicity Writer	25A Job Basis
1421	Public Rltn Agnt	23A Job Basis
1422	Public Info Ofcr	28A Job Basis
1430	Special Events Agent	20A Hourly
1431	Special Events Coord	25A Job Basis
1436	Intergovmental Film Liaison	23A Job Basis
1505	Switchboard Oper	14A Hourly
1522	Camera Platemaker	18A Hourly
1523	Offset Press Operator	19A Hourly
1524	Offset Press Operator Sr	21A Hourly
1525	Duplicat Eqp Op_I	16A Hourly
1526	Photolithographer	18A Hourly
1527	Print Shop Supervisor	24A Job Basis
1528	Print Shop Asst Supt	27A Job Basis
1529	Print Shop Supt	30A Job Basis
1530	Print Shop Helper	12A Hourly
1531	Duplicat Eqp Op II	19A Job Basis
1537	Prod Cl Spv	23A Job Basis
1540	Systems Engr I	26A Hourly
1541	Systems Engr II	30A Job Basis
1542	Info Services Liaison	20A Hourly
1543	PC Hardware Repair Tech	23A Hourly
1548	PC Technician I	20A Hourly
1549	PC Technician II	23A Job Basis
1554	Computer Op I	20A Hourly
1555	Computer Op II	22A Hourly
1557	Computer Opr Supv	26A Job Basis
1560	Programmer Asst	23A Hourly
1562	Systems Programer	29A Job Basis
1564	Web Developer I	26A Job Basis
1565	Web Developer II	28A Job Basis
1566	Programmer Jr	26A Job Basis
1567	Programmer	28A Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>	
1568	Programmer Sr	30A	Job Basis
1571	Sys Maintenance Supv	32A	Job Basis
1572	Computer Opr Chf	32A	Job Basis
1576	Systems Analyst Sr	32A	Job Basis
1582	Teleprocessing Coord	28A	Job Basis
1584	Data Librarian	20A	Hourly
1586	Scheduler/Expediter	21A	Hourly
1588	Info Center Spec	30A	Job Basis
1626	Revenue Insp II	23A	Hourly
1627	Asst Accts Rec Supv	25A	Hourly
1629	Accts Rec Supv	28A	Job Basis
1808	Claims Account Spec	22A	Hourly
1810	Claims Adjuster I	22A	Job Basis
1812	Claims Adjustor II	24A	Job Basis
1820	Coll/Subrogation Spec	24A	Job Basis
2011	Surveyor	30A	Job Basis
2012	Surveyor, Sr.	32A	Job Basis
2013	Eng Tech I	18A	Hourly
2015	Eng Tech II	20A	Hourly
2017	Eng Tech III	24A	Hourly
2018	Eng Tech IV	27A	Job Basis
2020	CADD Operator	24A	Hourly
2029	Street Lighting Eng I	27A	Job Basis
2031	Eng I	27A	Job Basis
2032	Professional Eng II	31A	Job Basis
2033	Professional Eng III	33A	Job Basis
2034	Professional Eng IV	35A	Job Basis
2040	Elec Engineer	33A	Job Basis
2048	Architech I	27A	Job Basis
2049	Architect II	30A	Job Basis
2050	Architect III	32A	Job Basis
2053	Landscape Arc	29A	Job Basis
2054	Lanscpe Arch Supv	31A	Job Basis
2056	Project Rep	27A	Job Basis
2060	Cable TV Engineer	31A	Job Basis
2110	Bldg Insp I	27A	Hourly
2111	Bldg Insp II	29A	Job Basis
2112	Bldg Insp Chief	32A	Job Basis
2114	Building Insp III	30A	Job Basis
2116	Structural Eng	35A	Job Basis
2120	Elec Insp I	27A	Hourly
2121	Elec Insp II	29A	Job Basis
2122	Elec Insp Chief	32A	Job Basis
2123	Electrical Insp III	30A	Job Basis
2130	Plumbing Insp I	27A	Hourly
2131	Plumbing Insp II	29A	Job Basis
2132	Plumbing Insp Chf	32A	Job Basis
2134	Plumbing Insp III	30A	Job Basis
2150	Zoning Insp I	23A	Hourly
2151	Zoning Insp II	27A	Job Basis
2152	Zoning Insp Chief	30A	Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
2153	Plans Processing Aide	19A Hourly
2154	Plans Processing Spec	30A Hourly
2155	Code Enforcement Insp-NET	24A Hourly
2158	Mech Insp I	27A Hourly
2159	Mech Insp II	29A Job Basis
2160	Mech Insp Chief	32A Job Basis
2161	Mech Insp III	30A Job Basis
2165	Elevator Inspector	29A Hourly
2172	Permit Counter Asst	22A Job Basis
2176	Supv Permits & Rev	29A Job Basis
2178	Chief Code Enforc Off	31A Job Basis
2181	Cable TV Tech Spec	21A Hourly
2188	Occupational License Spec	22A Job Basis
2190	Asst Occ License Supv	25A Job Basis
2192	Occ License Supv	28A Job Basis
2204	Graphic Illus	24A Hourly
2205	Planning Illus I	19A Hourly
2206	Planning Illus II	22A Hourly
2208	Planning Tech	24A Hourly
2210	Park Plan Cord	29A Job Basis
2214	Housing Spec Asst	23A Hourly
2219	Planning Intern	16A Hourly
2220	Planner I	27A Job Basis
2221	Planner II	31A Job Basis
2222	Planner III	34A Job Basis
2224	Comm Dev Coord	32A Job Basis
2225	Housing Spcl	26A Job Basis
2226	Housing Spcl Princpl	31A Job Basis
2227	Housing Spec Sr	28A Job Basis
2228	Housing Rhb Ln/O Sr	26A Job Basis
2229	Housing Rhb Ln/O	23A Hourly
2230	Housing Rhb Est	23A Hourly
2231	Housing Rhb Est Sr	26A Job Basis
2232	Soc Prg Analyst	22A Hourly
2233	Soc Prg Analyst Asst	20A Hourly
2234	Soc Prg Anl Sr	25A Job Basis
2235	Soc Prg Anl Supv	28A Job Basis
2237	Commty Dv Prj Supv	29A Job Basis
2238	Special Funding Services Coord	26A Job Basis
2239	Social Prog Coord	31A Job Basis
2240	Asst Hsng Rehab Ln Offr	19A Hourly
2244	Asst Hsng Rehab Estimator	19A Hourly
3001	Laborer I	15L Hourly
3002	Laborer II	16L Hourly
3005	Laborer III	17L Hourly
3010	Labor Crew Ldr I	18A Hourly
3011	Labor Crew Ldr II	22A Hourly
3012	Public Works Supv	28A Job Basis
3014	Public Works Supt	31A Job Basis
3022	Sani Supervisor	25A Hourly
3025	Waste Col Supt Asst	28A Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
3026	Waste Col Supt	31A Job Basis
3104	Auto Egg Op I	17L Hourly
3105	Auto Egg Op II	19L Hourly
3106	Auto Egg Op III	21L Hourly
3107	Auto Egg Op IV	22L Hourly
3301	Maint Mech Helper	17A Hourly
3302	Maint Mechanic	20A Hourly
3303	Maint Mech Supt	23A Hourly
3305	Air Cond Mech	27A Hourly
3308	HVACR Supv	30A Job Basis
3310	Electrician	27A Hourly
3311	Elec Supervisor	30A Job Basis
3313	Gen Maint Worker	17A Hourly
3314	Gen Maint Rep - Pnt/Mec	20A Hourly
3315	Gen Maint Rep - Carpen	21A Hourly
3316	Gen Maint Rep - Elec/Air Cond	23A Hourly
3318	Gen Repair Maint Supt	23A Hourly
3320	Elec Line Worker	24A Hourly
3321	Elec Line Supv	26A Hourly
3322	Plumber Supv	30A Job Basis
3324	Plumber	27A Hourly
3326	Carpenter	21A Hourly
3327	Carpenter Supv	23A Hourly
3328	Mason	21A Hourly
3335	Painter	20A Hourly
3336	Auto Body Wrkr/Pn	22A Hourly
3337	Painter Sign	21A Hourly
3338	Painter Supv	23A Hourly
3339	Auto Pnt/Bdy Shop Supv	24A Hourly
3340	Pipefitter	19A Hourly
3341	Pipefitter Supv	22A Hourly
3350	Welder	22A Hourly
3360	Fac Oper Worker	16A Hourly
3361	Fac Oper Worker Sr	20A Hourly
3362	Fac Oper Supv	23A Hourly
3370	Prop Maint Asst Supt	28A Job Basis
3372	Pol Security & Fac Supv	21A Hourly
3374	Police Fac Asst	19A Hourly
3402	Fuel Fac Att	15A Hourly
3404	Auto Mech Helper	17A Hourly
3405	Auto Service Writer	19A Hourly
3406	Auto Mechanic	23A Hourly
3407	Auto Mech Spv	25A Hourly
3408	Fuel Fac Supv	21A Hourly
3409	Heavy Equip Mech Helper	18A Hourly
3410	Heavy Egg Mech	24A Hourly
3411	Heavy Egg Mech Supt	26A Hourly
3420	Garage Asst Supt	29A Job Basis
3452	Supt-Garage or Motor Pool	30A Job Basis
3455	Fleet Management Rep	22A Hourly
4005	Custodian I	14L Hourly

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
4006	Custodian II	15L Hourly
4007	Custodian Supv	17A Hourly
5017	Pol Prop Unt Ast Mgr	29A Job Basis
5019	Identification Aide	16A Hourly
5020	Police Comm Clerk	18A Hourly
5022	Pol Prop Spec I	17A Hourly
5024	Pol Prop Spec II	19A Hourly
5025	Ident Tech I	22A Hourly
5026	Ident Tech II	26A Hourly
5027	ID/Tech Svcs Supv	30A Job Basis
5030	Latent Print Examiner	28A Hourly
5032	Latent Print Examiner Sr	29A Hourly
5035	ID Tech Svcs Mgr	34A Job Basis
5040	Public Service Aide	17A Hourly
5050	Prof. Compliance Supv	28A Job Basis
5060	Police Records Spv	28A Job Basis
5070	Crime Analyst I	22A Hourly
5071	Crime Analyst II	24A Hourly
5076	Prof Compliance Asst	19A Hourly
5077	Prof Compliance Rep	26A Job Basis
5078	Prof Compliance Supv	14A Hourly
5110	Parking Enforcement Off I	14A Hourly
5113	Parking Enforcement Off II	17A Hourly
5302	Fire Sfty Spec Sr	25A Job Basis
5303	Fire Sfty Spec Supv	27A Job Basis
5304	Fire Sfty Spec	23A Hourly
5318	Fire Safety Educ Supv	27A Job Basis
5319	Fire Resource/Safety Tch	24A Job Basis
5320	Video Program Spec	23A Job Basis
5323	Video Program Prod	28A Job Basis
5402	Comm Tech Apprentice	19A Hourly
5403	Comm Eq Mtce Spec	19A Hourly
5404	Comm Repair Worker	21A Hourly
5405	Comm Tech	25A Hourly
5406	Comm Tech Supv	27A Hourly
5407	Comm Maint Asst Supt	28A Job Basis
5408	Comm Tech Supt	33A Job Basis
5413	Comm Asst	20A Hourly
5414	Police Comm Rcds Custod	22A Hourly
5415	Comm Operator	22A Hourly
5416	Comm Oper Supv	24A Hourly
5417	Qlty Assurance Spec	24A Hourly
5418	Comm Center Supv	28A Job Basis
5420	Tecl Sys Dev Mgr	33A Job Basis
5425	Telecommunications Tech.	6A Hourly
5510	Guard	13L Hourly
5512	City Ranger	14A Hourly
5520	Stable Attendant	17A Hourly
5523	Stable Attend Supv	20A Hourly
5530	Marinas Faclt Att	13L Hourly

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>	
5550	Conv Rep Intern	06A	Hourly
5560	JTPA Trainee	06A	Hourly
6001	Golf Course Attendant	16A	Hourly
6003	Grounds Tender	16A	Hourly
6005	Park Tender I	17A	Hourly
6007	Park Tender II	19A	Hourly
6010	Greenskeeper	23A	Hourly
6015	Tree Trimmer	16A	Hourly
6016	Tree Trimmer Crew Ldr	18A	Hourly
6020	Cemetery Sexton	20A	Hourly
6021	Parks Naturalist	23A	Hourly
6025	Nursery Tender	17A	Hourly
6029	Beach Opers Supv	28A	Job Basis
6035	Parks Supv I	18A	Hourly
6036	Parks Supv II	22A	Hourly
6047	Prks Tch Ser Spc M&C	27A	Job Basis
6048	Prks Tch Ser Spc E&S	27A	Job Basis
6049	Parks Oprtns Coord	29A	Job Basis
6050	Parks Supt Off	31A	Job Basis
6051	Operatins Asst Chief	29A	Job Basis
6053	Chf of Operations Pks	33A	Job Basis
6055	Fac & Grds Tf Mgr	26A	Job Basis
6059	Asst Stad Admin	30A	Job Basis
6062	Marine Stad Mgr	27A	Job Basis
6064	Auditorium Manager Asst	25A	Job Basis
6065	Auditorium Mgr	29A	Job Basis
6067	Marinas Oper. Supv.	18A	Hourly
6068	Marinas Aide	16A	Hourly
6069	Marinas Assistant	19A	Hourly
6070	Marinas Mgr Asst	26A	Job Basis
6071	Marinas Mgr	30A	Job Basis
6080	Park & Rec Mgr I	23A	Job Basis
6081	Park & Rec Mgr II	26A	Job Basis
6105	Lifeguard (P/O)	17A	Job Basis
6107	Pools Supervisor	22A	Hourly
6109	Sr. Lifeguard (P/O)	19A	Job Basis
6118	Japanese Garden Spec	29A	Job Basis
6119	Cult Affr Coord	29A	Job Basis
6120	Tennis Supv	19A	Job Basis
6123	Program Coord	29A	Job Basis
6124	Prg Cord Asst	25A	Job Basis
6125	Therapeutic Rec Spec	25A	Job Basis
6127	Prgm Asst	14A	Hourly
6128	Prgms Leader	20A	Hourly
6129	Prgms Spec	18A	Hourly
6132	Golf Course Supt	20A	Job Basis
6135	Baseball Supv	20A	Job Basis
6144	Gen Recreation Pgm Planner	29A	Job Basis
6149	Rec Specialist	18A	Hourly
6151	Water Sports Inst	23A	Hourly
6152	Boxing Supv	22A	Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
6154	Wrestling/Judo Supv	23A Hourly
6156	Youth Pgm Spec	25A Job Basis
6160	Fitness Ctr Spc	21A Hourly
6162	Recreation Asst Supt	29A Job Basis
6164	Parks and Rec Serv Coord	28A Job Basis
6170	Events Specialist	24A Hourly
6172	Events Supervisor	29A Job Basis
6300	Day Care Admin	29A Job Basis
6301	Day Care Admin Asst	25A Job Basis
6302	Day Care Ctr Supv	25A Job Basis
6305	Day Care Aide	33A Job Basis
7018	Vocational Counselor	22A Hourly
7019	Citzn Prog Supv	28A Job Basis
7020	Comm Invol Asst	19A Hourly
7021	Comm Invol Spec	22A Job Basis
7031	Sani Insp II	23A Job Basis
7032	Sani Insp Chief	26A Job Basis
7035	Sani Inspector	19A Hourly

APPENDIX B

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
1036	Legal Assistant	22M Hourly
1117	Proj Acct Sr	28M Job Basis
1122	Supervisor of Payroll	32M Job Basis
1123	Supervisor of Payroll Asst	28M Job Basis
1124	Auditor	23M Job Basis
1125	Staff Auditor	26M Job Basis
1127	Staff Auditor Princ	30M Job Basis
1128	Asst Auditor	19M Hourly
1130	Chief Accountant	33M Job Basis
1156	Group Insurance Asst	24M Job Basis
1159	Group Ins Supv	31M Job Basis
1164	Financial Dev Coord	31M Job Basis
1218	Sr Proc Ctrcts Officer	31M Job Basis
1230	Lease Mgr	34M Job Basis
1318	Personnel Off	26M Job Basis
1320	Personnel Off Sr	28M Job Basis
1321	Police Personnel Coord	30M Job Basis
1322	Personnel Supvr	34M Job Basis
1325	Testing and Val Spec	30M Job Basis
1326	Validation Supv	34M Job Basis
1327	I/O Psychologist	34M Job Basis
1328	Classif & Compensa Supv	34M Job Basis
1330	Safety Coord	31M Job Basis
1331	Employment Manager	34M Job Basis
1333	Operations Analyst	26M Job Basis
1335	Manag Anal Prncpl	30M Job Basis
1336	Budget Analyst	27M Job Basis
1338	Manag Anal Supv	32M Job Basis
1339	Grant Writer	28M Job Basis
1340	Capital Improvement Asst	26M Job Basis
1394	Paralegal	26M Hourly
1558	Computer Training Specialist	26M Job Basis
1569	Web Administrator	30M Job Basis
1570	Sys Soft Manager	34M Job Basis
1573	Data Base Manager	35M Job Basis
1575	Geographic Info Sys Coord	31M Job Basis
1577	Project Analyst	34M Job Basis
1580	Network Administrator	34M Job Basis
1587	Police Info Center Mng	34M Job Basis
1816	Claims Adjustor III	26M Job Basis
1822	Claims Supv Asst	28M Job Basis
1824	Claims Supv	30M Job Basis
2156	Code Enforcement Insp II	26M Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>	
2167	Chief Elevator Insp	32M	Job Basis
2168	Chief Unsafe Structures	32M	Job Basis
2255	CRA Program Coord	29M	Job Basis
2258	Development Coord	34M	Job Basis
3358	Composting Fac Sup	23M	Hourly
3371	Supt of Property Mtce	33M	Job Basis
3450	Fleet Manager	33M	Job Basis
5065	Criminal Intelligence Anlyst I	26M	Job Basis
5066	Criminal Intelligence Anlyst II	28M	Job Basis
5419	Comm Training Spec	26M	Job Basis
5425	Telecommunications Tech	32M	Job Basis
5711	Adm Asst III	31M	Job Basis
5726	Accountant Supv M/C	28M	Job Basis
5740	Staff Analyst Senior	28M	Job Basis
5742	Staff Auditor Senior	28M	Job Basis
6060	Stadium Manager	32M	Job Basis
7500	Exec Sec City Atty	25U	Job Basis
7505	Sr Secretary	21U	Hourly
8000	Adm Asst to the City Manager	290	Job Basis
8002	Commissioner's Aide	090	Job Basis
8003	Admin Asst - City C	210	Job Basis
8005	Admin Asst Sr - City C	230	Job Basis
8006	Chief of Staff	340	Job Basis
8007	Exec. Secretary	230	Job Basis
8008	Secretary III	19U	Hourly
8009	Special Aide	150	Job Basis
8014	Asst City Attorney	X2E	Job Basis
8015	Admin Secty I	190	Job Basis
8017	Deputy City Attorney	X5E	Job Basis
8018	Admin Secty II	210	Job Basis
8020	Special Asst to Mgr	290	Job Basis
8021	Executive Asst to Mayor	250	Job Basis
8023	Labor Relns Splt	30U	Job Basis
8024	Labor Rel Spec Sr	33U	Job Basis
8034	Typist Clerk I	13U	Hourly
8035	Typist Clerk II	15U	Hourly
8037	Typist Clerk III	17U	Hourly
8039	Recept/Typist - CM Office	180	Hourly
8046	Chief of Staff - Mayor	360	Job Basis
8050	Asst to Director - Pks & Rec	31U	Job Basis
8051	Claims Supervisor	30U	Job Basis
8073	Domestic Viol Admin	33U	Job Basis
8080	Asst to Dir-Solid Waste	32U	Job Basis
8081	Asst to Dir-Comm Dev	29U	Job Basis
8082	Admin Asst I	25U	Job Basis
8083	Admin Asst II	28U	Job Basis
8084	Receptionist	170M	Job Basis
8086	Asst to Dir - Pers Mgt	34U	Job Basis
8091	General Clerk	150M	Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
8099	Admin Aide - CM	210 Job Basis
8101	Secretary IV	21U Job Basis
8104	Secretary II	17U Hourly
8110	Admin Officer-CC	290 Job Basis
8111	Events Coord	25U Job Basis
8113	Technical Operations Liaison	19U Job Basis
8115	Asst to Director/PW	31U Job Basis
8116	Technical Transcriber	18U Job Basis
8117	Technical Oper Coord	24U Job Basis
8120	Chf Deputy Clerk	29U Job Basis
8122	Records Reten Coord	25U Job Basis
8123	Support Serv Mgr	34U Job Basis
8124	Svc Ctr Mant Worker-NET	17U Hourly
8128	Clerk/Receptionist	120 Hourly
8130	Asst to Dir - GSA	32U Job Basis
8131	Office Manager	240 Job Basis
8133	Bdgt & Fin Spt Adv	27U Job Basis
8135	Mktg Coord	28U Job Basis
8138	Housing Develop Coord	32U Job Basis
8139	Agenda Coord	27U Job Basis
8140	Agenda Coord, Asst	23U Job Basis
8144	Grants Coordinator	33U Job Basis
8145	Typist Clerk IV	19U Hourly
8148	Asst to Dir - Mgt Audit	30U Job Basis
8152	Fleet Manager	32U Job Basis
8154	Asst to Dir - Conf & Pub Fac	32U Job Basis
8155	Finance Officer	33U Job Basis
8156	Sr Affirm Action Spec	26U Job Basis
8157	Social Worker	22U Job Basis
8158	Program Specialist	29U Job Basis
8160	Chief Architect	36U Job Basis
8165	Info Services Liaison	20U Job Basis
8170	Asst to Dir-Intl A&R	28U Job Basis
8171	Asst to Dir-Budget	28U Job Basis
8172	Staff Auditor Sr	28U Job Basis
8173	Staff Auditor Princ	30U Job Basis
8174	Chief Internal Auditor	32U Job Basis
8178	NET Code Enforc Coord	27U Job Basis
8182	Exec Asst-Police Chief	29U Job Basis
8183	Asst to Dir-Police	31U Job Basis
8190	Executive Asst - Cf of Staff	230 Job Basis
8191	Community Liaison	230 Job Basis
8192	Chief Admin Assistant	270 Job Basis
8206	Admin Asst. III	31U Job Basis
8209	Asst to Dir-Bldg & Zng	31U Job Basis
8210	Zoning Administrator	32U Job Basis
8405	Group Insurance Coordinator	32U Job Basis
8408	Supp Services Coord	31U Job Basis
8410	Commission Reporter	21U Job Basis
8411	Administrative Clerk	17U Job Basis
8415	Asst to Director - Purchasing	30U Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
8418	Sr Special Asst to City Mgr	310 Job Basis
8420	Media Rel's Spec	23U Job Basis
8424	Special Education Teacher	25U Hourly
8425	Parks & Rec Serv Coord	26U Hourly
8426	Program Asst	14U Hourly
8428	Sister Cities & Protoc Asst	290 Job Basis
8430	Sister Cities & Protocol Coord	310 Job Basis
8432	Protocol Director	310 Job Basis
8434	Real Estate Specialist	31U Job Basis
8435	Property Manager	34U Job Basis
8438	Eco Development Coord	34U Job Basis
8439	Bus Development Supv	31U Job Basis
8440	Development Coord	34U Job Basis
8441	Preservation Officer	34U Job Basis
8444	Intergov Affairs Coord	290 Job Basis
8445	Spanish Media Coord	290 Job Basis
8446	Legal Liaison Mayor	31U Job Basis
8447	Corresp Director	310 Job Basis
8448	Press Director	340 Job Basis
8452	Youth Program Coord	30U Job Basis
8456	Sr Info Systems Auditor	31U Job Basis
8462	Chief Accountant	33U Job Basis
8464	Chief of Land Dev	34U Job Basis
8465	Land Dev Spec Princ	31U Job Basis
8466	Planning Illustrator	22U Job Basis
8467	Urban Design Coordinator	32U Job Basis
8468	Comm Planner	31U Job Basis
8469	NET Community Support Wkr	15U Hourly
8470	Capital Improvmt Administrator	34U Job Basis
8472	Chief of Opers	32U Job Basis
8474	Capital Imp Asst	28U Job Basis
8475	Hazard Mitigation/Disaster Rec Spec	34U Job Basis
8478	Lease Mgt Spec	28U Job Basis
8484	Grant Writer	28U Job Basis
8498	Exec Asst - Fire Chief/C	31U Job Basis
8510	Archivist/Rclds Admin	30U Job Basis
8515	Records Sys Spec	26U Job Basis
8525	Exec Secretary to CMgr	270 Job Basis
8544	EO/Div Spec Sr	27U Job Basis
8546	EO/Diversity Spec	25U Job Basis
8560	Grants Financial Mgr	32U Job Basis
8562	Budget Analyst	27U Job Basis
8564	Budget Coord	30U Job Basis
8568	Employee Services Aide	22U Job Basis
8572	Sr Staff Analyst	28U Job Basis
8610	Video Asst	22U Job Basis
8612	Video Prog Spec	23U Job Basis
8620	CRA Admin	34U Job Basis
8630	Project Mgr	34U Job Basis
8632	Employment Mgr	34U Job Basis
8634	Industrial/Org Psychologist	34U Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>	
8636	Testing & Validation Spec	28U	Job Basis
8637	Personnel Officer – Comm Dev	26U	Hourly
8638	Maintenance Tech	20U	Hourly
8640	Facility Manager	30U	Job Basis
8642	Facility Maint Manager	28U	Job Basis
8655	Proj Dir-OWP	10U	Job Basis
8656	Loan Review Spec	28U	Job Basis
8657	Loan Review Asst	24U	Job Basis
8658	Comm Involv Spec	21U	Job Basis
8659	Loan Review Analyst	30U	Job Basis
8660	Sr Proc Ctrct Ofcr	31U	Job Basis
8661	Procurement Aide	19U	Hourly
8668	Labor Compliance Coordinator	26U	Job Basis
8706	Sr. Job Training Supervisor	22U	Job Basis
8715	Comm Service Provider	18U	Hourly
8718	Clerk I	12U	Hourly
8719	Clerk II	14U	Hourly
8720	Employ Interviewer	17U	Hourly
8722	Client Service Coord	32U	Job Basis
8723	Client Svcs Spec	25U	Job Basis
8724	Accountant	22U	Job Basis
8726	Account Clerk	17U	Job Basis
8736	Public Info Coord	30U	Job Basis
8738	Public Info Supv	27U	Job Basis
8742	Code Compliance Spec	26U	Job Basis
8743	Chief Elevator Inspector	32U	Hourly
8745	Chief of Inspec Serv	32U	Job Basis
8752	Legislative Coord	25U	Job Basis
8761	Investment/Debt Coord	28U	Job Basis
8764	Financial Dev Coord	31U	Job Basis
8770	Admin Aide I	20U	Hourly
8773	Admin Aide II	22U	Job Basis
8774	Pension Board Adm	35U	Job Basis
8785	Auditorium Mgr Asst	25U	Job Basis
8786	Conv Center Mgr	31U	Job Basis
8788	Training & Development Coord	31U	Job Basis
8793	Spec Projects Coord	29U	Job Basis
8801	Client Support Serv Aide	20U	Hourly
8803	Assessment & Referral Spec	24U	Job Basis
8804	Training Specialist	25U	Job Basis
8805	Job Placement Spec	22U	Job Basis
8806	Skills Coach	23U	Job Basis
8807	Employment Services Manager	28U	Job Basis
8808	Case Management Supv	28U	Job Basis
8809	Case Manager	25U	Job Basis
8810	Sr Job Placemt Market Spec	28U	Job Basis
8811	Case Mgt Assistant	22U	Job Basis
8812	Training Coordinator	28U	Job Basis

<u>Occupational Code</u>	<u>Occupational Title</u>	<u>Salary Range</u>
8815	Contract Compliance Anlst	27U Job Basis
8816	Contract Compliance Mgr	34U Job Basis
8817	Employment Program Anlst	27U Job Basis
8818	Job Placement/Mktg Coord	32U Job Basis
8820	Comm Dev Grants Tech Admin	33U Job Basis
8823	Budget & Fin Support Adv Sr	29U Job Basis
8824	Fiscal Assistant	22U Job Basis
8825	Fiscal Administrator	33U Job Basis
8830	Hsg Quality Assurance Aide	19U Hourly
8835	Hsg Quality Assurance Supv	29U Job Basis
8840	Hsg Program Manager	32U Hourly
8842	Hsg Program Analyst	28U Hourly
8844	Hsg Quality Assurance Monitor	24U Hourly

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.

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, 2001 -- September 30, 2004



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