

AGREEMENT
BETWEEN
CITY OF MIAMI, MIAMI, FLORIDA
AND
FLORIDA PUBLIC EMPLOYEES' COUNCIL 79,
AFSCME, AFL-CIO, LOCAL 871

October 1, 2020 - September 30, 2023

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AGREEMENT

This Agreement, entered into this 10th day of October 2020, between the City of Miami (hereinafter referred to as the “City”) and the Florida Public Employees Council 79, AFSCME, AFL-CIO, Local 871, (hereinafter referred to as the “Union”).

PREAMBLE

WHEREAS, it is the intention of the parties to set forth herein the full Agreement between the parties concerning terms and conditions of employment which are within the scope of negotiations.

NOW, THEREFORE, the parties do agree as follows:

Article 1

RECOGNITION

1.1. The bargaining unit is as defined in the Certification issued by the Florida Public Employees Relations Commission on November 1, 2000, (Certification No. 1304, Case No. RC-2000-032, EL-2000-037) which includes all the classifications listed in APPENDIX A of this Agreement. Any new classifications will be added pursuant to Chapter 447-FL Statute.

Article 2

REPRESENTATION OF THE CITY

2.1. The City shall be represented by the City Manager or person designated in writing. The City Manager or designee shall have sole authority to conclude an Agreement on behalf of the City subject to ratification by an official resolution of the City Commission. 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 or authority in committing or in any way obligating the City. Accordingly, the Union, its officers, agents and bargaining unit members agree to conduct all business regarding wages, hours, and terms and conditions of employment, with the City Manager or designee.

Article 3

REPRESENTATION OF THE UNION

3.1. The bargaining unit shall be represented by a person or persons designated in writing to the City Manager or designee or the Director of Human Resources by the Union President or designee. The person or persons designated by the Union President shall have full authority to conclude an agreement on behalf of the Union, subject to a majority vote of those bargaining unit members voting on the question of ratification. It is understood that the Union President or designees are the official representatives of the bargaining unit 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 or authority in committing or in any way obligating the Union or the City. The Union President will notify the City Manager or designee and the Director of Human Resources in writing of any changes of the designated Union representative.

3.2. For the purpose of meeting with the City to negotiate a collective bargaining agreement, the Union shall be represented by not more than four (4) bargaining unit members and not more than one (1) non-employee Union representative. The employee representatives will be paid by the City for time spent in negotiations, with no loss of pay or emoluments but only for the straight-time hours they would otherwise have worked on their regular work schedule.

3.3. The Union President or designee will be allowed to meet with bargaining unit members in the assembly room during the one-half (1/2) hour prior to "work call" on the condition that the Department Director or designee is advised one (1) working day prior to the proposed meeting. The bargaining unit members have the right to meet with the Union President or his designee on union business at any time during the individual employee's breaks. The Union President or designee shall not have access to the "work call" premises and in all areas unless the conditions set forth in this section are met. It is agreed by the parties the meetings referred to herein will not carry over beyond "work call" unless specifically approved by the Department Director or designee, nor shall they interfere with Management's right to direct the workforce.

3.4. The Department Director shall designate his or her designee(s) in writing to the Union President, and update those designation if necessary.

Article 4

MANAGEMENT RIGHTS

4.1. The Union agrees that the City has and will continue to retain, whether exercised or not, the sole and exclusive right to operate and manage its affairs in all respects. The rights of the City, through its management officials, shall be entitled to all rights identified in Section 447.209, Florida Statutes. These rights shall include, but shall not be limited to, the right to determine the organization of City Government, to unilaterally determine the purpose of each of its constituent departments; to unilaterally exercise control and discretion over the organization and efficiency of operations of the City; to unilaterally set standards for services 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 or retrain, transfer, assign or reassign and schedule employees in positions with the City; to change employees' work schedules; 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 permanently or temporarily layoff, furlough or otherwise relieve employees from duties because of lack of work, funds, a material change in the duties or organization of a department; 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 provided or purchased; to establish, modify, combine or abolish job classifications and/or positions; to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal security program; and to establish rules, regulations and rules of conduct.

4.2. The City has the sole authority to determine the purpose and mission of the City, and to prepare and submit budgets to be adopted by the City Commission.

4.3. 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.

4.4. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of City's right to exercise any or all of such functions.

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 stoppage of work, the concerted submission of resignations, 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 bargaining unit members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, picketing in furtherance of a work stoppage, 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 Chapter 447, Part II, of the Florida Statutes, and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the Union, its officers, 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.

5.4. Any or all employees who violate any provisions 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 Civil Service.

Article 6

DUES CHECK OFF

6.1. During the term of this Agreement, the City agrees to deduct Union membership dues, if any, in an amount established by the Union AFSCME Local 871 and certified in writing by an accredited officer to the City from the pay of those employees in the certified bargaining unit who individually make such request on a written check off authorization form provided by the City. Such deduction will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City. The Union AFSCME Local 871 shall advise the Human Resources Department of any change in dues in writing at least thirty (30) days prior to its effective date.

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

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

6.4. 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, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.

6.5. Deductions for Union dues shall continue until either: (1) revoked by the employee by providing the City and the Union with thirty (30) days written notice that he/she is terminating the prior check off authorization [the thirty (30) days notice shall commence on the day the dues cancellation request is mailed by the City to the Union]; (2) the termination of the authorizing employee, (3) the transfer, promotion, or demotion of the authorizing employee out of the bargaining unit, or (4) unit decertification occurs.

6.6. The Union shall indemnify, defend 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 which the City has agreed to deduct.

6.7. The Dues Check off Authorization Form provided by the City shall be used by employees who wish to initiate dues deduction.

PEOPLE Deduction

6.8. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union shall indemnify, defend, 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 which the City has agreed to deduct.

Article 7

GRIEVANCE PROCEDURE

7.1. A grievance is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement or disciplinary actions beyond a written reprimand, except as exclusions are noted in other Articles of this Agreement.

7.2. A grievance shall refer to the specific provision or provisions of this Agreement that are alleged to have been violated. Any grievance not conforming to the provisions of this paragraph shall be rejected and considered conclusively and irrevocably abandoned. Oral and written reprimands/warnings/deficiencies shall not be considered grievable under this Agreement or the Civil Service Board. The grievance procedure set forth herein is only available to classified permanent employees.

7.3. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance on behalf of any employee without the employee's consent, or to permit either the Union or an individual employee to process a grievance with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board, commission or agency, or court proceeding brought by an individual employee or group of employees, or by the Union. The Parties agree that any complaint specifically regarding the interpretation or application of the Civil Service Rules and Regulations is only reviewable under the procedure currently set forth in Rule 16, Civil Service Rules and Regulations, and not under this Grievance Procedure. A request for review of complaints under Civil Service Rules 16.2 and 17 may only be made by employees with permanent status. Such reviews will be denied where the request does not cite the specific Civil Service Rule which is the basis of the complaint; where the issue is a matter subject to collective bargaining or where the request for review or investigation is received more than 30 days after the incident in question or knowledge thereof.

7.4. It is further agreed by the Union that employees covered by this Agreement shall make an exclusive election of remedy at Step Two of the Grievance procedure or prior to 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.

Should such election of remedy not be filed, the Union and the member agree and understand, that the grievance would be conclusively abandoned with no other recourse or appeal to Civil Service.

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 an agency or court proceeding. Any 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.

7.5. To simplify the Grievance Procedure, the number of "working days" in presenting a grievance and receiving a reply shall be based upon a 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 advance to the next higher step of the Grievance Procedure. Time limits can only be extended by mutual agreement of the Union and Department Director or the Director of Human Resources or their designee(s). Such agreed to extensions shall be followed up in writing.

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

Step 1.

The aggrieved employee shall discuss the grievance with the employee's immediate supervisor outside the bargaining unit within ten (10) working days of the occurrence which gave rise to the grievance. The Union representative shall be notified of all grievance meeting(s). Failure of the Union representative to attend shall not preclude the meeting from taking place. The immediate supervisor shall review the matter and shall verbally respond to the employee within ten (10) 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, 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 and signed by the aggrieved employees or the Union representative on their behalf. The Election of Remedy form as provided in Section 7.4 of this article shall be completed and attached to grievances presented directly at Step 3. Should such Election of Remedy not be filed, the Union and the

member agree and understand, that the grievance would be conclusively abandoned with no recourse or appeal to Civil Service.

Step 2

If the grievance has not been satisfactorily resolved at Step 1, the Union may pursue the grievance by a written appeal to the Department Director within ten (10) working days from the time the Step 1 response was issued or due (whichever occurs first). A facsimile transmittal is an appropriate means of notice for processing the grievance pursuant to Article 7 throughout all steps as long as it is followed up with hard copies and/or originals 3 days before the hearing date. Otherwise the grievance and/or administrative proceeding would be conclusively abandoned.

The Department Director or designee shall meet with the Union representative and shall respond in writing to the Union within ten (10) working days from receipt of the written grievance.

Step 3

If the grievance has not been satisfactorily resolved at Step 2, the Union may present a written appeal to the Director of Human Resources or designee within ten (10) working days from the time the Step 2 response was issued or due (whichever occurs first). The Director of Human Resources or designee shall hold a grievance hearing within ten (10) working days from receipt of written appeal with the Union representative and/or employee and shall respond in writing to the Union within ten (10) working days from the date of the hearing.

Step 4

If the grievance has not been satisfactorily resolved within the Grievance Procedure, the Union may request a review by an impartial arbitrator provided such request is filed in writing with the Director of Human Resources, no later than fifteen (15) working days after the Director of Human Resources or designee's Step 3 response was issued or due (whichever occurs first). The arbitration proceeding shall be conducted by an arbitrator selected by the City and the Union. The selection process of the arbitrator between the City and the Union shall take place within 20 days upon request by the Union, unless otherwise agreed to by the Parties.

7.7. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing between the department and/or the Human Resources Department, and the Union. Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned.

7.8. The Parties to this Agreement will attempt to mutually agree upon an independent arbitrator. If this cannot be done, one will be selected from a panel or panels to be submitted by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) as agreed to by the Parties, or an independent arbitrator agreed to by the parties. Any issue of timeliness of the grievance will be addressed in a separate, arbitration to be held before the arbitration on the merits of the case. The Parties agree that the arbitrator who decided the timeliness issue will not be selected to hear the case on the merits.

7.9. The arbitration shall be conducted under the rules set forth in this Agreement and under the rules of the American Arbitration Association, except as to the rule which authorizes an arbitrator to determine arbitrability, unless consented to by the Parties on the record. 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. No arbitrator shall have jurisdiction to arbitrate any dispute arising under the terms of any executed settlement agreement between the City and the Union or between the City and any bargaining unit member(s). The Parties to this Agreement agree that the terms of any executed settlement agreement shall control the forum in which that particular settlement agreement may be enforced.

7.10. 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.

7.11. It is contemplated that the City and the Union mutually agree in writing as to the statement of the matter to be arbitrated prior to hearing; and if this is done, the arbitrator shall confine their decision to the particular matter thus specified.

7.12. Each party shall bear the expense of its own witnesses of the arbitration including, court reporters and of its own representatives. The parties shall bear equally the expense of the impartial arbitrator, and the transcript of the arbitration hearing. The City agrees that the Union has no obligation to represent or file grievances on behalf of non-dues paying members. However, should any individual employee, not being represented by the union, bring a grievance under this Article, the employee shall be required to post a bond of an estimated one-half of the expenses of the hearing with the arbitrator before the hearing may be scheduled. This in no way relieves the Union of their obligation to pay the above stated fees, when the union files a grievance up through arbitration on behalf of a member.

7.13. 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 unless the arbitrator needs more time and shall be final and binding on both parties.

Article 8

NOTICES

8.1. The City of Miami agrees to provide to the Union the following notices or bulletins: City Commission Agenda, the Solid Waste Department draft budget to be presented to the City Commission, the Solid Waste Department final departmental budget and any other notices, bulletins, or material which the City Manager or designee determines would affect the terms and conditions of employment of the members of the Union. Such notices and estimates will be available for pickup by a Union representative at the City of Miami's Department of Human Resources, Labor Relations Division.

8.2. The Union shall be provided advance notice of all new employee orientations involving bargaining unit members and shall be allowed up to fifteen (15) minutes to speak thereat.

Article 9

ATTENDANCE AT MEETINGS/EMPLOYEE UNION TIME POOL

9.1. Only one employee Union representative shall be allowed to attend regular meetings and special meetings of the City Commission, the Civil Service Board, the Equal Employment Opportunity Advisory Board and the Pension Plan Board on City time. Time off for the employee Union representatives or any other bargaining unit employee to attend other meetings shall be in accordance with Section 9.2 of this Article.

9.2. A Union Time Pool is hereby authorized subject to the following:

- A. Each fiscal year, the City agrees to provide a cumulative time pool bank of 3,750 hours to be used only for Union time spent directly representing employees in the bargaining unit; including, but not limited to, collective bargaining and grievance and discipline activities. Any unused hours shall be rolled over at the end of each fiscal year.
- B. The Union President shall complete the appropriate City provided form to request authorization from the Department Director or designee for an employee to use time from the Time Pool. This form shall be signed by the Union President and forwarded to the Department Director for approval a minimum of seven (7) calendar days prior to the time the employee desires such leave. The Department Director or designee shall forward the approved form to the Supervisor of the employee who is to use such time. A copy shall also be forwarded to the Human Resources Department. It is understood on rare occasions the seven (7) day time limit may not be met. The Union President or designee then shall forward a detailed explanation to the Department Director and the Director of Human Resources as to why the seven (7) day rule was not met. Failure to submit the appropriate form may result in denial of the Union pool time.
- C. To qualify for UNION pool time, bargaining unit members must be current employees in good standing with the City. Employees shall be released from duty on pool time only if the needs of the service permit, as determined by the Department Director or designee, but such release shall not be unreasonably denied. If an employee cannot be released at the

time desired due to the needs of the Solid Waste Department, the Union may request an alternate employee be released from duty during the desired time.

- D. Only one (1) bargaining unit employee shall be released to attend meetings requested by the City unless management authorizes additional bargaining unit personnel.
- E. In reporting an employee's absence as a result of utilizing the Union Time Pool, the daily attendance record shall reflect: (Authorized Leave) "Employee Doe on AL".
- F. Any injury received or any accident incurred by a bargaining unit member whose time is being paid by the Union Time Pool, or while engaged in activities paid by the Union Time Pool, 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 the bargaining unit member's employment by the City of Miami within the meaning of Chapter 440, Florida Statutes, as amended.
- G. Upon written request to the Department Director, the employee Union President, or designee, will be released for the term of this Agreement from 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 a designee, will be reasonably available through the Union office currently located at 700 South Royal Poinciana Boulevard, Suite 700, Miami Springs, FL, 33166, or as may be otherwise advised in writing, for consultation with the Management of the City of Miami.
 - 2. As provided in Section 9.1 of this Article, only the employee Union President or a designee shall be released to attend meetings.
 - 3. The Time Pool will not be charged for all hours during which the employee Union President is on off-duty release except that absence due to use of vacation leave, compensatory leave, or sick leave will be charged to the employee's leave accounts. Employees conducting Union business or attending meetings shall not

have that time counted as hours worked for purposes of overtime or compensatory time.

9.3. All applicable laws, rules, regulations and/or orders shall apply to any person released under the terms of this Article. Violations of the above-mentioned laws, rules, regulations and/or orders may subject the employee to disciplinary actions.

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

Article 10

SPECIAL MEETINGS

10.1. The City Manager, or designee, and the Union agree to meet and confer on matters of interest upon written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, and it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within fifteen (15) working days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m., at a time and place designated by the City. The Union shall be represented by not more than five (5) persons at special meetings. One (1) of the employees shall be the person on full time release.

10.2. Release of an employee from scheduled work assignment for the purpose of attending a special meeting shall be made in accordance with ARTICLE 9, SECTION 2, of this Agreement. However, if the meeting is canceled by the City Manager or designee, no charge shall be made to the employee time pool.

Article 11

LABOR/MANAGEMENT COMMITTEE

There shall be a Departmental Labor/Management Committee established in the Solid Waste Department of the City of Miami. Said Committee membership shall include representatives from management and bargaining unit members.

11.1. The Departmental Labor/Management Committee shall meet at least every two (2) months, and such meetings shall be scheduled during normal business hours. The purpose of these meetings will be to discuss health and safety issues, quality of work-life, productivity, service, acquisition of equipment, uniforms and tools, 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 Committee meetings shall not be used to renegotiate the labor agreement between the City and the Union. All decisions made by the Departmental Labor/Management Committee shall be by affirmative consensus and shall be forwarded as recommendations to the Solid Waste Director. The Solid Waste Director or designee will provide the Union President and committee members with a written response outlining what actions will be taken if any by the department to the issues that were discussed by the committee within fifteen (15) working days unless the time frame is mutually extended by both parties.

11.2. The Departmental Labor/Management Committee meetings shall be conducted on an informal 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 Committee. The chairperson shall arrange for minutes to be taken of the meeting and for the distribution of copies to each member of the Committee, Union Business Manager and the employee Union representative and the City's Labor Relations Officer. The minutes will also be made available at the Department of Human Resources, Labor Relations Division for review. However, anything related to health and safety shall be prioritized.

Article 12

SAFE DRIVING

12.1 In recognition of the policy to encourage safe driving, all bargaining unit employees who are regularly scheduled to drive city vehicles or operate Department equipment shall receive ten (10) hours of compensatory time for each annual period the driver is accident free. Accident free means that for this annual period the employee has not been ruled to be at fault. Any pending rulings will delay receipt of any award until that case has been resolved. The one (1) year annual period for measurement shall run from October 1st through September 30th of each year. Any hours awarded will be credited to the employee's compensatory leave bank within (2) weeks from the date the employee has not been ruled to be at fault for an annual period providing there is no pending determination of accident fault.

Definition of Regularly Scheduled means: Assigned to a City vehicle or equipment for a period of ten (10) months within a Fiscal Year. Commencement of regularly scheduled assignment is the actual day assigned to drive a vehicle or operate Department equipment. Vacation, Compensatory and Holiday Time taken while assigned to driving a city vehicle or operating Department equipment shall count as work assigned to the driving a city vehicle or operating departmental equipment. However, Sick Leave, Disability, Illness of Family or working on Union Business are not counted as assigned to driving a vehicle or operating Department equipment.

12.2. All bargaining unit employees operating City vehicles shall have obtained the federally required commercial driver's license and endorsements as may be determined necessary by Management. Bargaining unit employees operating motorized vehicles in the Solid Waste Department shall have the required Florida Operator's License and/or endorsements in their possession at all times. Should the employee not have in his/her possession upon inquiry by the Department a valid license as required by the contract, he/she shall be disciplined.

12.3. Any employee whose driver license and/or endorsement(s) are revoked, suspended or restricted in any way by the State of Florida shall notify his/her supervisor immediately. Should the employee fail to notify the Department of a suspension, revocation, or restriction in writing as required by this contract he/she shall be subject to discipline.

12.4. Any employee whose driver license is revoked or suspended will be allowed to use vacation or compensatory time, or leave without pay for up to two weeks to correct the suspension or revocation. If the suspension or revocation is not corrected within that time the employee will be suspended without pay for a period of 30 days. If after the 30 days suspension without pay, the driver license suspension(s) or revocation is not corrected, the employee will be demoted to a non-driver classification if such a position is available. If no such position is available, the employee will be separated from employment. Future opportunities of promotion to a driver classification for the employee placed in a non - driver classification shall be in accordance with Civil Service Rules and Regulations.

Employees who do not have a commercial driver's license and required endorsements shall not be eligible to work out of class in driver classifications.

Article 13

BULLETIN BOARDS

13.1. The City will provide for the use of the Union a glass enclosed locking bulletin board at the Solid Waste Department building and the Green Lab building. A key to the bulletin board will be kept by the Department Head or designee, and by the President of the Union. The bulletin board 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
- E. Contract Administration Information

13.2. Notices or announcements shall not contain anything political or reflecting adversely on the City or any of its officers or employees; notices or announcements which violate the provisions of this section shall not be posted. Notices or announcements posted must be dated and must bear the signature of the Union President or designee. In the event any material not comporting with this article is posted on the bulletin board, it shall be promptly removed by a representative of the Union or a representative of the City.

Article 14

NO DISCRIMINATION

14.1. The City agrees to continue its policy of not discriminating, harassing, bullying, or creating a hostile work environment against any employee because of age, race, religion, national origin, Union membership, disability, sexual orientation or sex. Any claim of discrimination, harassment, bullying, or creating a hostile work environment by an employee against the City, its officials or representatives, and any separation of employment due to a disability, or as the result of a fitness for duty evaluation and/or process shall not be grievable or arbitrable under the provisions of ARTICLE 7 - GRIEVANCE PROCEDURE, but shall be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

Any employee who so desires has the option to file a complaint with the City's E.E.O.D.P. (Equal Employment Opportunity Diversity Program) office, provided that the employee must complete, sign and submit their complaint on a form supplied by the City.

14.2. The Union shall not interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and the Union shall not discriminate against any such employees because of membership or non-membership in any employee organization.

Article 15

PROBATIONARY PERIOD

15.1. 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 of continuous service commencing with the date of entry into a permanently budgeted classification and prior to gaining permanent status in the classified service. Existing permanent classified Civil Service employees shall satisfactorily serve a probationary period of six (6) months, commencing with the date of promotion into a new permanently budgeted classified Civil Service position.

15.2. Probationary periods may be extended by the Department Director or designee for an additional period not to exceed six (6) months. The employee shall be advised in writing of the length of the extension and the reasons for it prior to the end of the employee's eleventh month of service; provided however that probationary period extensions shall not be reviewable or appealable to the Civil Service Board nor grievable under this Agreement; but shall only be subject to review by the Director of Human Resources or designee whose decision shall be final and binding on the employee and the Department.

Article 16

DISCIPLINARY PROCEDURES

16.1. When an employee has reasonable grounds to conclude that his participation in an investigatory interview will result in receipt of disciplinary action, the employee may request that the Union President or a City employee be present at the interview. The employee's representative shall confine his/her role in the investigatory interview to advising the employee of his/her rights. Upon request, the City will either grant the request and wait for the union representative (not obligated to delay the interview beyond two (2) hours), deny the request and end the meeting immediately or give the employee the choice of either ending the meeting or continuing without a representative.

16.2. 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 to be interviewed outside his/her assigned work schedule, he/she shall be paid overtime in accordance with Article 21 — Overtime/Compensatory Time/Call-Back.

16.3. Interviews shall be for reasonable periods and shall allow for such personal necessities and rest periods as are reasonably necessary.

16.4. In cases where it becomes necessary to immediately relieve a permanent, classified employee covered by this Agreement, the employee shall be relieved of duty with pay pending the outcome of the investigation. Proof of service of notification of discipline resulting from an investigation shall consist of either: a) hand delivery to the employee, or b) certified mail delivery to the employee's last known address on file with the Department of Solid Waste.

16.5. An appeal of any discharge or other disciplinary action, excluding oral or written reprimands will be in accordance with Article 7.

16.6. 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. Permanent classified Civil Service employees who have been appointed to a promotional position but who have not completed the required probationary period may be rolled back to the previously held position if he fails to meet his probationary period at any time prior to the expiration of the probationary

period. Said demoted employee shall not be accorded a hearing before the Civil Service Board or access to the grievance procedure contained herein.

16.7. Employees may be progressively disciplined only for proper or just cause, provided they are full-time employees who hold permanent status in the City's Civil Service. Progressive discipline shall include the following:

1. Verbal or Oral Counseling
2. Written Reprimand
3. Written Reprimand/Forfeiture of up to eight (8) hours of the employees' vacation or compensatory leave balance
4. Suspension of up to 3 workdays
5. Demotion
6. Dismissal

Article 17

ABSENTEEISM & TARDINESS

17.1. The parties agree that employee absenteeism and/or tardiness hinders the cost - efficient delivery of service by the department and creates hardship for both management and members of the bargaining unit. The Union will urge its members to reduce absenteeism pursuant to that position the parties agree that:

17.2. Definition of Instances:

Absenteeism - An absence from work of more than one consecutive work day for reasons of non-job related illness or injury, or family illness not excused under FMLA or any absence without leave not authorized at least one work day in advance of the absence. A physician ordered absence because of the employee's injury or acute illness or his attending to serious injury or acute illness of any actual member of the employee's household shall not be counted as an instance of absence provided the employee has submitted proper documentation. Management in its sole discretion may require a Doctor's statement from the employee verifying same. Failure to provide the Doctor's verification within three (3) working days shall cause the absence to be counted as an instance. The submitted doctor's statement shall verify the duration of time the physician feels the illness disabled the employee from performing their work.

Tardiness - Reporting for work in excess of twelve (12) minutes beyond the scheduled starting time of the shift. Employees who are tardy to work will be carried unauthorized leave without pay in six (6) minute increments.

Annual Period A twelve (12) month period beginning October 1st and ending September 30th.

17.3. Employees shall be disciplined for absences and tardiness in accordance with the following schedule:

<u>Number of Instances</u>	<u>Discipline</u>
3rd instance in annual period	Written warning
6th instance in annual period	Written reprimand
10th instance in annual period	Three (3) work day suspension w/o pay
11th instance in annual period	One work week suspension w/o pay
12th instance in annual period	Dismissal

17.4. Exceptions to the above schedules may be granted by the Department Director or designee and the Human Resources Director or designee, if, in their sole discretion, individual circumstances warrant such action. Any request for a review of an instance must be filed with the Department Director within five (5) working days of the receipt of any related discipline by the employee.

Article 18

LOSS OF EMPLOYMENT

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

1. Discharge if not reversed.
2. Resignation if not withdrawn within twenty four (24) hours from submission to the Department Director.
3. Abandonment of position. An employee absent for three (3) consecutive work days without personal notification to the City shall be considered as having resigned unless the employee has a legitimate acceptable reason for that absence and for not notifying the City of his/her absence. A resignation under this article shall be appealable only through the grievance procedure. On the second day an employee is absent "W" (without pay), the City shall notify the employee Union President of the employee's absence.
4. Unexcused failure to return to work when recalled from layoff.
5. Unexcused failure to return to work after expiration of a formal leave of absence.
6. Retirement.
7. Layoff for a continuous period of twenty-four (24) months.

Article 19

LAYOFF AND RECALL

19.1. Definition: Seniority shall mean the status attained by the length of continuous service within existing permanent Civil Service classifications within the Department of Solid Waste.

19.2. Definition: Layoff shall mean the separation of employees from the permanent active work force due to lack of work, funds, abolition of position or positions because of changes in organization or other causes however the parties agree there will not be any layoffs of Local 871's bargaining unit employees from October 1, 2020 through September 30, 2023, and the City will maintain Local 871's bargaining unit positions for the duration of the current Agreement.

19.3. In the event a permanent or prolonged reduction in personnel is determined to be necessary, length of seniority shall be the determining factor in such layoff (and any subsequent recall from layoff) except the Department of Solid Waste may deviate from seniority in layoffs or demotions when seniority alone would result in retaining employees unable to maintain a satisfactory level of service to the citizens when such deviation is recommended to and approved by the City Manager. In such cases the Union will be advised of the determination and the reasons therefore.

19.4. In the event an employee having permanent status in a Civil Service classification covered by this Agreement is laid off, he or she shall have the option to bump the most junior employee within a lower classification covered by this Agreement in which he or she held permanent status.

19.5. For the term of this Agreement, should the City determine it requires additional personnel in the Solid Waste Department, personnel on layoff will be given an opportunity to fill a position in the Solid Waste Department in accordance with the Civil Service Rules and Regulations. To the extent practical, based on the City's needs, employees on layoff and who qualify will be considered for vacant part-time and temporary positions from the established layoff list within the City. Those employees on the layoff list shall be considered hired before the City may recruit from employees not currently on the City's payroll.

Article 20

WAGES

20.1. The Union agrees with the City that there is a need to address the operational method of the Solid Waste Department, which may require a reorganization of the Solid Waste Department. The reorganization will require implementation of staffing and operational changes in order to increase the efficiency of the department and reduce costs of the Solid Waste Department. The Union, its officers, agents, and members pledge their support in implementing such operational changes or reorganization and the Union hereby waives all requirements of approval, and notice of such covered by this Agreement.

Effective October 1, 2020, employees shall receive a 3% across the board increase. Effective October 1, 2021, employees shall receive a 2% across the board increase. Effective October 1, 2022, employees shall receive a 3% across the board increase.

For fiscal years 2020, 2021, and 2022, respectively, bargaining unit members that are not at their maximum step will be eligible for step/anniversary increases upon a satisfactory evaluation and in accordance with the Article 20.3, below. There shall be no other step/anniversary increases other than those enumerated above during the term of this Agreement.

20.2. All changes in salary for reasons of promotion, demotion, merit increase, anniversary increase, or working out of classification shall be effective the first day of the payroll period following the effective date of the change. Leaves of absences without pay or suspension of any duration shall delay increases by the period of time involved.

20.3. Bargaining unit members shall become eligible for a five percent (5%) one (1) step/anniversary increase according to the table below based upon a satisfactory evaluation and on the positive approval of the Department Director.

Step 2	5% after one (1) year at Step 1
Step 3	5% after one (1) year at Step 2
Step 4	5% after one (1) year at Step 3
Step 5	5% after one (1) year at Step 4
Step 6	5% after one (1) year at Step 5

Step 7	5% after one (1) year at Step 6
Step 8	5% after one (1) year at Step 7
Step 9	5% after two (2) years at Step 8
Step 10	5% after two (2) years at Step 9
Step 11	5% after two (2) years at Step 10
Step 12	5% after two (2) years at Step 11
Step 13	5% after two (2) years at Step 12
Step 14	5% after two (2) years at Step 13
Step 15	5% after two (2) years at Step 14

Leaves of absence without pay, suspension of any duration, or assignment to light or modified duty in accordance with Article 25 shall delay increases by the same number of workdays. A Department Director may withhold anniversary increases due to excessive absenteeism resulting from tardiness, sick leave usage and/or until such time as, in the Department Director's judgment, the employee's service within the classification meets the standards of satisfactory performance for the position. Employees whose anniversary increases are delayed or denied shall be notified of the reasons for the action being taken. Employees whose anniversary increases are delayed or denied due solely to tardiness or sick leave usage may request a review of the denial by the Director of Human Resources or designee, whose decision shall be final and binding.

20.4. Any bargaining unit employee, upon 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/her retirement or honorable separation one hundred seventy-three and three tenths (173.3) hours of pay.

Article 21

OVERTIME/COMPENSATORY TIME/CALL-BACK

21.1. All authorized hours actually worked in excess of an employee's forty (40) hour work week shall be considered overtime work. The hours that employees are working or involved in Union representation or labor-management activities shall not be considered hours worked in determining overtime eligibility.

21.2. Employees performing earned overtime work shall, at their discretion, be paid time and one-half at their straight time hourly rate of pay or shall be given compensatory time at the rate of time and one-half for such work. This overtime rate shall be all inclusive and no additional compensation in the form of hourly differential, etc., shall be paid.

21.3. The maximum accumulation of compensatory time hours is three hundred (300) hours. If an employee takes compensatory time off, the hours in the employee's bank would be appropriately reduced by such time off. If an employee leaves the service of the City and cashes their bank, the hours therein shall be valued on the basis of the current rate of pay.

21.4. The Parties agree that overtime hours shall not be used in the computation of arriving at average earnings for purposes of establishing pension benefits.

21.5. The Parties agree that overtime will be rotated to eligible bargaining unit members within their respective classifications by seniority within the classification. A voluntary sign up list will also be posted for bargaining unit members to sign up for overtime within their respective classification. For purposes of overtime, such voluntary list shall be followed in order, based upon when the bargaining unit member signed up for overtime. No bargaining unit member on that list shall take the place of an otherwise scheduled bargaining unit member from the rotation system. Employees who call out for a regularly scheduled shift on a Monday or Friday will be skipped on the next two (2) overtime rotations that they would otherwise be eligible for selection.

21.6. Management, by utilizing volunteers as set forth in Article 21.5, does not waive its rights to require bargaining unit members to work overtime. The Parties agree that assignments of overtime work rest solely with the Department Director or designee, including decisions regarding the classifications

needed, frequency, staffing, scheduling, emergencies, etc. The Parties agree that any employee refusing assignments of such work is subject to disciplinary action as deemed appropriate by the Solid Waste Director.

21.7. Any permanent bargaining unit employee eligible for overtime shall, if recalled to duty by Management 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 average earnings for purposes of establishing pension benefits. An employee out on ill time or worker's compensation will not receive call back pay for taking the required physical before said employee may be released to return to work.

Article 22

VACATION

22.1. Vacation Scheduling - By November 30th of the year preceding the vacation year, each employee will select a vacation period in accordance with the Department Vacation Selection Procedure. Said Vacation Selection Procedure will be developed by Management and will include, but not be limited to, the following elements:

- A. Vacation selection by seniority in classification.
- B. Assignment of an employee number to all employees within each classification with the number one (1) being the senior person in each classification.
- C. Provision of time frames during working hours in which employees will be directed to select their vacation.

22.2. The Department Director or designee shall establish a vacation schedule based on a payroll year and shall post it by January 1 of the current year. The schedule shall establish the number of personnel, by classification, who may take vacation leave at any one time.

By the last payroll period of each calendar year, each employee shall be granted a vacation period subject to the provisions of this Article. Where an employee does not submit a vacation preference as required above, the Department Director or designee will assign a mandatory vacation period equal to the employee's current accrual rate, notwithstanding any carryover time up to 500 hours. Employees shall not be permitted to exchange seniority rights in the selection of vacation periods. However, subsequent to the last payroll period of each calendar year, employees may exchange vacation periods within their classification subject to the Department Director's or designee's approval. Such approval shall not be unreasonably withheld. During the vacation year, employees may use additional vacation leave at the discretion of the Department Director or designee.

22.3. Vacation shall be taken by the last payroll period of the calendar year in which the vacation was credited. Effective upon ratification of the labor agreement, employees shall be allowed to carryover five hundred (500) hours of the previous year's credited vacation.

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

22.4. Vacation shall be accrued in accordance with the accrual schedule set forth Appendix B to this Agreement (Vacation Accrual by Annual Hours Accrual Code (EC-20-22)).

22.5. Other than regularly scheduled vacation, requests for additional 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 designee. Except for where otherwise provided in this labor agreement vacation leave may not be used for illness. 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. Vacation shall be calculated on actual service in the previous calendar year and shall, only be taken after the completion of six months of actual continuous service.

22.6. In those instances where an employee requests payment of vacation hours as a result of an emergency situation, such requests will only be considered upon submission of backup documentation. Approval for such payment will rest solely with the Human Resources Director or a designee of the City Manager.

Article 23

SHIFT DIFFERENTIAL

23.1. 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.

23.2. Consistent with Section 23.1, night shift differential will only be paid for hours actually worked during the regular shift and will not be paid for any overtime hours and will not be used to calculate any overtime pay rate.

23.3. Night shift differential shall not be used in calculating average earnings for pension purposes.

Article 24

UNIFORMS, SHOES, EQUIPMENT

24.1. Employees are required to wear complete uniforms, and any required safety equipment in the appropriate manner, while on duty. Complete uniforms consist of City approved shirt, jumpsuit, pants, safety belt, hat and water resistant safety shoes.

24.2. Employees shall report to work in complete uniforms that are properly fitting, clean and neat, and free from tears, holes, and stains. For each day an employee reports to work in a uniform that is incomplete or in a condition not meeting the foregoing standard, ("deficient uniform"), or fails to wear required safety equipment, the Department Director or designee may discipline the employee.

24.3. In January of each year, each full time active duty employee shall be provided uniforms corresponding to their four (4) or five (5) day work week at no expense to the employee as follows: up to five (5) shirts, which may be tee shirts of a quality determined by management), up to five (5) pants, (or two (2) jumpsuits and two (2) pants), one (1) cold weather jacket, an initial issue of one (1) safety belt, up to five (5) caps, and a \$175.00 voucher, which shall only be used to purchase up to two (2) pairs of water resistant safety shoes whose quality is certified as acceptable by Management. The cold weather jacket and safety belt will be replaced every other year. Should an employee lose the issued safety belt, the employee will be issued another safety belt and shall promptly reimburse the City the current cost of the safety belt through payroll deduction over a period of four pay periods. New hires will be provided such uniforms within a reasonable time following their dates of hire and if hired on or after October 1st, in any year, shall not receive a new allotment of uniforms until the second January following their hire. Each uniform draw shall be recorded by the supervisor and signed for by each employee. Employees who are working only part time in January, or who return to full time duty after the month of March, shall receive such uniform(s) as authorized by the Department Director or designee.

24.4. Employees may purchase at their expense additional items of uniforms throughout the year, through the City. Employees will be charged the actual cost to the City.

24.5. Employees are responsible for cleaning and maintaining their uniforms in an acceptable manner. If an employee fails to maintain his uniform according to this standard, the Department Director or designee may require the employee to purchase and wear replacement uniform(s) at the employee's expense, provided that upon request of the employee and turn in of the item(s), any uniform shirts, pants, or jumpsuit determined by the Department Director or designee, to be unacceptable for reasons beyond the employee's control shall be replaced by the City at the City's expense.

24.6. Uniforms shall be worn by employees only while on duty, at lunch during the employee's work shift, or when traveling directly to or from work. Employees shall not engage in any non-city work related activity while in uniform.

24.7. Employees in those classifications determined by Management to require the wearing of water resistant safety shoes who have not already received a \$175.00 voucher to purchase an initial pair of water resistant safety shoes will be provided a \$175.00 voucher, which shall only be used to purchase of an initial pair of water resistant safety shoes whose quality is certified as acceptable by Management.

24.8. When, due to wear and tear or accidental destruction, the Department Director or designee determines a replacement pair of shoes is required, the City will give the employee a voucher for \$175.00 for the purchase of another pair of water resistant safety shoes. This additional \$175.00 voucher shall only be provided when the worn out or damaged pair of shoes is turned in to the Department. The Department Director or designee shall provide the replacement of authorized water resistant safety shoes on the basis of need and not on an automatic basis. The shoe allowance authorized by this Article shall only be paid where an employee purchases a pair of water resistant safety shoes of a quality is certified as acceptable by Management. Employees shall be advised of shoe models which conform to City standards.

24.9. Equipment provided an employee by the City will be of a quality determined by management and will be replaced within a reasonable time of the employee returning such damaged or non-usable equipment to the City, when the Department Director or designee determines it is beyond repair or otherwise no longer usable.

24.10. Employees shall reimburse the City for the actual repair or replacement cost of lost, stolen, or damaged City equipment when the employee's carelessness and/or negligence contributed to the loss, theft, or damage.

Article 25

LINE OF DUTY INJURIES

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

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

25.3. Employees 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.

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

25.5. If an employee remains temporarily disabled beyond the period of time in which he is entitled to collect the 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.

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

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

25.7. At any time during his/her absence from duty claimed to be the result of a line of duty injury while an employee is collecting City supplementary pay, the employee shall be required, upon the request of the City Manager, or his 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.

25.8. Deductions:

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

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

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

The parties agree that this process is intended to provide the employee with these paychecks without interruption of payroll and payroll deductions on a biweekly basis.

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

Should the employee notify the City by contacting Risk Management that he/she does not want a combination of Workers' Compensation indemnity pay included with the supplemental wage for the purposes of making regular deductions, the Workers' Compensation check will be distributed separately through the third party administrator and the City will only pay the supplemental wage minus federally mandated deductions. i.e. withholding, social security and Medicare. All other non-mandatory deductions, including pension, medical, life and other insurance contributions and all other non-mandatory and voluntary deductions will not be made and the bargaining unit member will be responsible for making all payments directly to those providers and creditors who would have otherwise been paid through the City's payroll deduction process.

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

No supplementary pay will be paid on a claim and/or injury that arises out of a purposeful act performed by a bargaining unit member that causes harm to self or another.

25.9. Nothing in this section shall be construed as a waiver of the City's rights under applicable state law.

25.10 Based on operational needs and within the discretion of management, employees may be assigned light or modified duty when practicable. An employee assigned to light or modified duty may be assigned to any department within the City based on operational needs as determined by management. Light or modified duty assignments may end at any time, but in any event shall not exceed six (6) months in duration. An employee assigned light or modified duty shall receive their regular pay during such assignment, and any step/anniversary increases shall be delayed by the same number of working days in the light or modified duty assignment. An employee assigned light or modified duty shall not be eligible for supplemental salary as provided for in this Article. Article 7 shall not apply to this section.

Article 26

WORKING OUT OF CLASSIFICATION

26.1. The Department Director or designee in his/her sole discretion may direct an employee to work in an acting capacity in a higher classification other than the one to which the employee is permanently assigned, due to absence or vacancy.

26.2. To be eligible to work an acting assignment in a higher classification, the employee must hold permanent civil service status and complete the Department's basic training course for the classification to which the employee will be assigned, possess the federally required valid commercial drivers' license (CDL) and any required endorsements, have satisfactorily demonstrated acceptable work habits and job performance, and meet the minimum requirements of the higher classification. Preference for selection will be given to the employee with the most seniority who meets these eligibility requirements.

26.3. Once an employee is determined by the Department Director or designee to meet the criteria for working out of classification as specified in Section 26.2, the employee may be assigned to the higher classification based on seniority of classified service with the City for the period of time determined by Management. Any employee who has been suspended for either vehicular accidents or absenteeism shall be ineligible to continue working out of classification. The eligibility to work out of class will be restored once the employee has been free of a vehicular accident or instance free for six (6) months and his/her most recent performance appraisal is considered satisfactory.

In order for an employee to receive working out of classification pay, the employee must have been temporarily assigned to one of the following particular classifications for the specified period of time:

Waste Collector Operator I	-	30 work days
Waste Collector Operator II (Garbage)	-	30 work days
Waste Collector Operator II (Sweeper)	-	30 work days
Waste Equipment Operator	-	30 work days
Waste Collector II	-	30 work days
Dead Animal Collection	-	Immediate

Once the employee has been working out of class for more than the period of time specified herein, the employee will be paid an increase of one (1) step above his/her normal base pay for all hours worked in the higher classification beyond the work days as specified above.

Those qualified bargaining unit members who satisfactorily demonstrate acceptable work habits and job performance and who worked out of classification a minimum of 1040 hours in a specific position shall not need to re-qualify for that specific position worked out of classification. Additionally, when a bargaining unit member works out of classification for 1040 hours in a specific position, that employee will receive a one (1) step increase in wages without having to wait the specified period of 30 work days as stated in this section. Grievances related to working out of classification issues are only appealable through the grievance procedure and not the Civil Service Board.

Article 27

GROUP INSURANCE

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

27.2. The City agrees to pay no more than \$8.08 per eligible bargaining unit member per pay period to the union within sixty (60) days or less after ratification upon termination of the existing life insurance contract to provide life insurance coverage in the amount of \$40,000.00 and accidental death and dismemberment coverage in the amount of \$80,000.00. The Union, as of January 1, 2022, has secured a three year rate guarantee from the provider, Reliance Standard Insurance Company. The Union agrees to continue to secure life insurance and accidental death and dismemberment coverage for all the eligible bargaining unit members throughout the term of this Agreement and agrees to provide policy and rate documentation to the City at the City's request.

27.3. Medical/Vision:

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

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

The City may change the vendor(s) for any of its self-funded benefit plans at any time. Any other plan design changes must be agreed to by the Parties prior to implementation.

It is agreed between the Parties that as of January 1, 2022, the City's medical plan will consist of a four tier program:

Single coverage

Single coverage + spouse

Single Coverage + children

Single coverage + Family (spouse and children)

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

As of January 1, 2022, (the beginning of the next Plan year) any increases or decreases in the cost of the City's health plan shall be shared by current active employees on the following basis for all medical plans:

Plan Year 2022: Dual Choice/POS (Cost of coverage shown bi-weekly)

	Employee	City
Single	\$40.55	\$294.67
Single + spouse	\$89.21	\$648.27
Single + Children	\$75.01	\$545.15
Family	\$115.56	\$839.83

As there are frequent and rapid changes in health care costs, it is understood and agreed between the Parties that any changes in contribution amounts will be made based on the annual calculation of theoretical premium. It is agreed that should theoretical premium costs increase at a rate higher than the projections used to establish the employee contributions above (projection used is 10% increase in total

premium each year), then those employee contributions shall be adjusted to reflect the increase and shall be effective at the beginning of the Health Plan Year. Likewise, should the theoretical premium cost decrease more than the projections used to establish the employee contributions stated above, those employee contributions will be lowered to reflect the overall theoretical premium decrease. In any given plan year, projections used to establish any increase in contributions from the employee shall be capped at 15%.

Prescription Drug Coverage.

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

Cigna Pharmacy Retail Drug Plan:

\$15 per 30 day supply for generic drugs

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

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

Cigna Tel Drug Mail Order Drug Program:

\$0 (No Charge) per 90 day supply for generic drugs

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

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

Since prescription drug costs are a major component of the health plan and are subject to significant annual cost increases, the City and the Union agree to evaluate and measure pharmacy benefit total costs and evaluate best practice strategies to manage the pharmacy benefit. Any changes in the pharmacy benefit shall be mutually agreed to by the City and the Union.

Dental:

Dental premium rate may be adjusted annually upon the City receiving notice from the dental providers. Employees will be notified of the adjustments in the dental rates during open enrollment. In

accordance with current practice, when employees choose to be covered under the City's dental plan, the employee will continue to pay the dental premium.

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

27.4. A standing committee will be created called the Health Insurance Committee. It shall be made up of six (6) City of Miami employees, one member appointed by the IAFF, one member appointed by AFSCME 1907, one member from AFSCME 871, two members appointed by the City Manager and one picked by mutual agreement of the Unions and City Manager. The Group Benefits Coordinator shall serve as a technical advisor to the committee, but will not be a member nor have a vote. Based on this commitment and in collaboration with labor and management, this Committee will work during the term of this Agreement to identify ways to strengthen and improve our health plan. This will include, but is not limited to:

- Obtain timely, accurate, and transparent reporting with full disclosure, of all costs from our vendors.
- Identify plan vendor administrative improvements and efficiencies that can have a significant impact on reducing health expenditures and to ensure that our health plan vendors are delivering maximum administrative savings.
- Educate employees on better understanding and use of their health plan.
- Identify the impact of health improvement and disease management initiatives to decrease overall medical and drug costs.
- Evaluate and measure our pharmacy benefit total costs and fully assess the costs from our pharmacy benefit manager (PBM) vendors.
- Identify proven strategies to more effectively provide prescription benefits, and obtain vendor (PBM) administrative savings to successfully manage this important benefit.
- Make recommendations to the City Manager to reduce health expenditures while maintaining a quality health plan at an affordable cost and which improves the health of employees and dependents.

- Review employee complaints and remedy situations concerning claims so long as the decision does not change or impact current benefits. This is intended to reduce the need for the grievance procedures; however, the bargaining unit member does not waive his/her right to file a grievance should the committee's remedy not be satisfactory to the employee.
- Review and update the Summary Plan Description (currently titled City of Miami Life and Health Benefits) Any and all other health care and wellness issues identified by the Committee as promoting initiatives to improve the health of employees and dependents while maintaining a quality health plan.

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

Article 28

HOLIDAYS

28.1. The following days shall be considered holidays:

New Year's Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Labor Day	Christmas Day
Martin Luther King, Jr. Day	Juneteenth

28.2. Any additional holidays declared by official resolution of the City Commission shall be added to the above list.

28.3. All full-time employees, performing work on any of the above holidays, shall at their discretion be paid eight (8) hours or ten (10) hours holiday pay depending upon their assigned work schedule at straight time plus an additional eight (8) or ten (10) hours of straight pay corresponding to their assigned shift regardless of the hours actually worked as an incentive for working the holiday or shall be given compensatory time at their straight time rate.

28.4. In order to be eligible for holiday pay, the employee must be in pay status (excluding unexcused absences) the full working day preceding and the full working day following the subject holiday.

28.5. It is recognized that by working the holidays, the City will increase the cost of operating the Garbage Collection System within the Department and that the Administration will be balancing the collection routes, reviewing the utilization of staffing and the organizational delivery of the sanitation services to the citizens of Miami. The employees of the Department recognize that this is a necessity if we are to deliver sanitation services to the citizens of the City of Miami consistent with funds available to the Department.

28.6. All conditions and qualifications outlined in ARTICLE 21-OVERTIME/COMPENSATORY TIME/CALL BACK PAY shall apply to this Article. Hours of compensatory time accumulated under this

Article, when added to the compensatory time earned under ARTICLE 21-OVERTIME/COMPENSATORY TIME/CALL BACK PAY shall not exceed two hundred (200) hours.

28.7. Employees assigned to the Trash Division, Recycling, and Street Cleaning shall work on all holidays where employees assigned to the Garbage Division are working.

28.8. All holidays specified above shall be designated as working holidays, except Martin Luther King Jr. Day and Christmas Day, unless the City Manager or designee determines otherwise.

Article 29

RESERVED

Article 30

SICK LEAVE

30.1. 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. To determine the reasons for an employee's absence on sick leave, the employee's immediate supervisor or a 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.

30.2. Effective the first month following ratification of the Agreement, bargaining unit employees shall accrue eight (8) hours sick leave per month, provided that the employee is in pay status at least one hundred twenty (120) hours per month.

30.3 To receive sick leave with pay, an employee must notify his/her immediate supervisor, or other person designated by the Department to receive such notice, of illness within fifteen (15) minutes prior to the time the bargaining unit member is scheduled for work. It shall be the employee's responsibility to notify the department each day the employee will be out ill within the time frames attained above.

30.4. Any employee absent on sick leave for more than three (3) consecutive work days must report to the Human Resources Department for approval before returning to work.

30.5. All bargaining unit members covered by this Agreement shall upon honorable separation from employment or after retirement 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.

30.6. Bargaining unit members with accumulated sick leave balance over seven hundred and fifty (750) hours as of September 30, 2010, will have their balances in excess of seven hundred and fifty (750) hours grandfathered.

A bargaining unit member's maximum sick leave carryover from calendar year to calendar year shall not exceed seven hundred and fifty (750) hours or the number of unused accumulated sick leave hours in excess of the seven hundred and fifty (750) hours grandfathered as of September 30, 2010 and any hours accrued in excess of the maximum carryover in a given year are not permitted to be carried over by the

bargaining unit member. Bargaining unit members with unused accumulated sick leave hours in excess of the maximum carryover at the end of the year shall be paid for one hundred percent (100%) of the unused portion of their accumulated sick leave in excess of the maximum carryover.

30.7. Payoff for accumulated sick leave shall not be used to calculate average earnings for Pension purposes.

30.8. An employee who is terminated or who opts for resignation after being informed of the Department's intent to terminate the employee shall not receive compensation for unused sick leave upon separation from service or retirement. Sick leave conversion shall not occur upon an employee's separation or retirement from the City.

30.9. Bargaining unit members shall be eligible for a sick leave cash bonus incentive of one hundred twenty-five (\$125) dollars. In order for the employee to receive such incentive, the employee must not utilize any sick leave, and be active and in a full paid status during the payroll calendar year. In addition, bargaining unit members who qualify for the sick leave incentive cash bonus, as described herein, shall receive eight (8) hours of commendation paid leave. A bargaining unit member will receive an additional one hundred seventy-five (\$175) dollars sick leave cash bonus if at least one hundred (100) bargaining unit employees qualify for the sick leave cash bonus incentive. Such bonuses shall be subject to applicable federal taxes, but shall not be included for calculating pension.

Article 31

BEREAVEMENT - DEATH IN FAMILY

31.1. 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 per occurrence to arrange and/or attend the funeral of a member of the employee's immediate family or to attend to the personal affairs of the deceased. Said paid leave days shall be taken consecutively by the employee, excluding normal days off and holidays. For purposes of this Article, the immediate family is defined as father, mother, sister, brother, husband, wife, domestic partner, children, father-in-law, mother-in-law, grandparents, spouse's/domestic partner's grandparents, and 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 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 or a notarized statement that reflects the family relation of the deceased to the employee. Said death certificate will be attached to the form provided by the City and submitted to the Department of Human Resources. Failure to produce the death certificate will result in the employee reimbursing the City for any claims taken under this Article. Any employee found to have falsified his/her application for a death in the family will be dismissed.

31.2. 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 notarized statement or any other documentation that reflects the death as deemed appropriate by the Director of Human Resources or designee.

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

Article 32

BLOOD DONORS

32.1. Employees who volunteer as blood donors to contribute to an on-site City supported Blood Donor Organization 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 the time the employee is released to go back to work.

Article 33

JURY DUTY

33.1. Employees shall be carried on leave of absence with pay 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 the number of hours they are regularly scheduled to work each week. Employees who complete jury duty shall report back to work during their regular work schedule or shall forfeit the City compensation for jury duty for the day or days in question.

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

Employees who serve as jurors for Federal Court shall have deducted from their paycheck a Jury Duty fee equal to that compensation paid to the employee by the Federal Court in their 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 their jurisdiction.

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

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

Article 34

FAMILY LEAVE AND LEAVE WITHOUT PAY

34.1. Effective upon ratification by the parties of the labor agreement, bargaining unit employees shall be eligible for leave without pay in accordance with the Family and Medical Leave Act of 1993. Such leave is provided under the law for the birth, adoption or foster care of a child and for a serious health condition of the employee or the employee's spouse, child, parent or grandparent, eligible deployment/return from deployment rights or any other FMLA eligible event.

34.2. Upon approval of the Department Director or designee, with the approval of the City Manager or designee, a leave without pay may be granted for education or any other acceptable reason.

Education: A leave without pay may be granted for the purpose of entering upon a course 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 a period not to exceed 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 or designee and approval of the City Manager or designee.

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

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

34.3. Bargaining unit employees who desire to take a leave without pay in accordance with this Article (excluding serious health condition) must use all vacation and any other time accrued in 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, vacation and any other time accrued prior to taking such leave. The usage of such leave time will not prevent the employee from taking leave without pay as specified herein.

34.4. Bargaining unit employees who take a leave without pay for any reasons specified in this Article shall not accrue leave time during periods of leave without pay. 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.

34.5. 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 35

INCARCERATED EMPLOYEES

35.1. The following procedures shall apply to employees who have been arrested and/or incarcerated.

- 1) Incarcerated employees must notify the Department Director within three (3) days from the day of the incarceration.
- 2) When Management is made aware of a permanent employee's incarceration, the department will contact the arresting agency for verification of the arrest record.
- 3) If the incarceration occurs during the permanent, employee's scheduled work shift, the employee may request the use of his or her available vacation time, compensatory time or earned personal leave time, not to exceed ten (10) work days. If the employee has not presented himself/herself ready for work in ten (10) work days, the employee will be presumed to have resigned.
- 4) Should the arrest of the employee be of so severe a crime or heinous in nature Management after an administrative investigation and consultation with the Union President, employee Union representative or his/her designee may suspend the employee without pay until adjudication of the case.
- 5) If the employee wins his or her case, Management is not precluded from reinstating the employee or taking administrative action arising out of the arrest and trial consistent with applicable rules and regulations.

Article 36

WORK INCENTIVE PLAN

36.1. It is agreed between the parties that bargaining unit personnel assigned to the Garbage, Recycling, Street Cleaning, and Trash Collection Divisions may be placed on an incentive basis whereby once the assigned route is completed and has been certified by the Solid Waste Director, or designee, as being completed, the applicable personnel may be relieved from their tour of duty for the day. The City reserves the right to require employees to work the full shift based upon the needs of the department.

The City and the Union will co-develop an incentive plan which will improve the current incentive plan for the personnel assigned to the Trash, Garbage, Street Cleaning, and Recycling Divisions. On an annual basis, the Solid Waste Director or designee, in cooperation with the Union, shall conduct a review of routes to ensure that employee assignments are balanced and efficient. The Union shall be provided with an opportunity to review all route changes fourteen (14) days prior to the implementation of any route changes.

36.2. If an assigned route has not been satisfactorily completed as determined by Management prior to the end of the normal assigned work day, the employees shall be required to complete the route on the same day. There will be no call back pay if the employee has left the yard pursuant to Article 21, Call Back Pay, of this Agreement. Failure to complete the route in a timely manner may result in disciplinary action.

36.3. Should the Solid Waste Director or designee determine the Work Incentive Plan in its entirety or in part is detrimental to the efficient operation of the Department, all or that portion of the Work Incentive Plan deemed to be inefficient may be discontinued or modified upon notice to and consultation with the Union.

36.4. The Management of the Solid Waste Department shall designate and have the right to change the starting times of all work assignments.

The following starting times will apply hence forth. Should Management desire to change said starting times, they will notify the Union fourteen (14) calendar days prior to the change of shift time.

Recycle Roll Call	7:00 a.m.
Garbage Roll Call	6:15 a.m.
Trash Roll Call	7:00 a.m.
Street Cleaning Division	7:00 p.m.
White Wings	7:00 a.m.

Specifically excluded from the fourteen (14) calendar day notice period are temporary changes of hours or days off necessitated by special events, civil disturbances, acts of God and other emergency conditions.

36.5. Should the Union disagree with any change of shift time, the Union President or designee shall advise the Solid Waste Director in writing. If the disagreement over the schedule change is not resolved, the dispute may be appealed to the City Manager or designee whose decision will be final and binding upon the parties. This decision will not be subject to the grievance procedures contained herein or of any other administrative review.

Article 37

SUBSTANCE/ALCOHOL - PERSONNEL SCREENING

37.1. In an effort to identify and eliminate on duty controlled substance/alcohol abuse, urinalysis/evidential breath test (evidential breath tests (EBT) shall be utilized solely for testing alcohol content) shall be administered as provided herein:

- A. To an employee or prospective employee as a part of a scheduled physical examination.
- B. To the driver of any City vehicle that is determined to be at fault of an accident when operating City-owned equipment while on duty, or while driving on City premises.
- C. If a driver, while on duty, operating City-owned equipment, is at fault for damaging private or public property, then a management representative with the classification of Sanitation Supervisor or above, must determine that there exist reasonable belief, based upon objective factors, that the employee is under the influence of alcohol.
- D. Where a management representative with the classification of Sanitation Supervisor or above has a reasonable belief based upon objective factors that the employee(s) has possession or is using, dispensing or selling any illegal drug or controlled substance not prescribed by a licensed physician.
- E. Where a management representative with the classification of Sanitation Supervisor or above has a reasonable belief, based upon objective factors, that the employee is under the influence of alcohol on duty.
- F. Randomly based on a pool of all employees.
- G. As part of the CDL program as detailed by that current program's requirements.

- H.** Bargaining unit members tested in accordance with this article shall be placed on administrative leave with pay pending the results of the substance/ alcohol test. In the event that the results of the any substance/alcohol test are positive, the bargaining unit member shall no longer be eligible for administrative leave with pay and shall be subject to discipline/discharge in accordance with section 37.18 below.

37.2. All positive tests for a controlled substance will be confirmed by Gas Chromatography/Mass Spectrometry (G.C.M.S.) or better testing. When a sample is taken under any of the above circumstances, a portion of the initial sample shall be retained for a second test should either management or the employee request same. Testing procedures shall be performed at a reliable state licensed clinical laboratory.

37.3. Employees shall give a urine sample (EBT for testing alcohol content) at either a hospital or State accredited testing lab as chosen by the City. Tests by a laboratory other than a laboratory selected by the City, as provided in this article shall not be permitted as evidence in any arbitration or civil service hearing.

37.4. Management will notify the Union either by telephone, facsimile, or email prior to an employee is to be tested.

37.5. If a drug tested employee wishes a second testing of the original sample taken, the following procedures will apply:

- A.** The employee has twenty-four (24) hours after he or she or the Union is notified of a positive drug test to request a second test of the remainder of the original sample. Said right for the second test shall expire after twenty-four (24) hours.
- B.** The second drug test will be performed at the same laboratory on the remainder of the original sample.
- C.** NADA rules and regulations with the exception of the levels provided for in this Agreement will apply to the tests conducted.
- D.** All costs arising out of the request for the second test will be paid by the employee

requesting same if second test comes back positive. Such payment if necessary may be deducted from an employee's paycheck.

37.6. If an employee is ordered back to duty for testing, the provisions of Article 21 Overtime/Compensatory Time/Call- Back will apply.

37.7. Where a bargaining unit member alleges that an order made under this Article is not consistent with the criteria cited herein, he/she shall comply with the order, and may simultaneously file a protest with the communicator of the order. Refusal to submit to a request for an alcohol or drug test under this Article shall be grounds for dismissal. Disputes arising out of such orders that results in discipline shall be arbitrable under the Grievance Procedure of this Agreement.

37.8. The employee(s) shall not be disciplined until a positive test result is communicated to the City. However, if the employee's conduct in connection with the substance/alcohol abuse amounts to conduct for which the City may otherwise discipline the employee, the City may take action prior to learning of the test results.

37.9. Once the Department has determined that an employee is to be tested, the employee will be placed on administrative leave with pay until such time the employee returns to work after random substance testing as provided below, is returned to work as a result of a negative test, enters rehabilitation as provided herein, or is disciplined or discharged. Employees selected for random substance testing shall give a sample as set forth in 37.3, and shall then return to work for the remainder of their shift unless otherwise instructed by the City.

37.10. The Union will be advised of passed or failed tests to the extent that the releasing of such data is consistent with Federal or State laws, if the individual involved wants his test results released to the Union.

REHABILITATION

37.11. In the event that the results of any substance/alcohol test are positive, the following criteria will apply:

- A.** The employee at his/her own cost shall, within seventy-two (72) hours of the positive test notification, excluding weekends and holidays, enter and remain in a substance/alcohol program approved by the City and the Union until the approved program administrator is able to state that the employee has successfully completed the program. If the employee fails to enter the approved substance/alcohol program within seventy-two (72) hours, the employee will be terminated. While in the program, the employee will be allowed to return to work if the program administrator approves; if not, the employee may continue using compensatory leave, vacation time, and sick leave time until the program administrator approves the employee's return to work. Once the compensatory leave, vacation time, and sick leave time are exhausted, the employee will be carried Authorized Leave Without Pay and will not be eligible to receive donated time from other employees regarding absences due to rehabilitation pursuant to this section. Employees shall not be permitted to work in drivers' positions until the employee has successfully completed the program. If the employee fails to complete the program, he or she will be dismissed. If the employee is rehabilitated, as determined by the program administrator, the employee shall be allowed to return to work.
- B.** If relieved of duty, the employee will use all of his/her compensatory leave, vacation time, and sick leave time. Once the compensatory leave, vacation time, and sick leave time are exhausted, the employee will be carried Authorized Leave without pay.
- C.** If the employee fails to enter, participate in and/or successfully complete the program, including any aftercare program, the employee shall be terminated from his/her employment with the City.

- D. Employees who successfully complete the program and are cleared to return to work by program administrator, shall be subject to random drug/alcohol screenings by the City for a period of two (2) years from the date the employee returns to work.

37.12. The Omnibus Transportation Employee Testing Act (OTETA) of 1991 shall apply to all bargaining unit employees who fall within the definition of covered employees as described within the Act. The provisions of this Article shall be followed to the extent they do not violate the Act.

37.13. The testing laboratory shall be licensed by the State of Florida as a clinical laboratory specializing in the analysis of body fluids for drugs and alcohol.

37.14. Said laboratory must have a licensed clinical laboratory director currently licensed by the State of Florida. Further, technical staff must be licensed by the State and said personnel shall include a licensed supervisor.

37.15. The State of Florida inspects such toxicology labs and the lab utilized must have a track record of having passed and continue to pass the inspections as required by the State of Florida.

37.16. Participation in the College of American Pathologists Proficiency Testing Program is a desirable qualification of the testing laboratory. Said lab licensed directors should have experience in spectroscopy toxicology and drug analysis. Such experience should be supplemented by formal education and appropriate lab work for a minimum of 10 years.

37.17. For CDL License Operators, all EBT's (Evidential Breath Test) with an alcohol content level of 0.04 or greater shall be considered a positive test result. Non-CDL License Operators' EBT's (Evidential Breath Test) with an alcohol content level of 0.08 or greater shall be considered a positive test result.

DISCIPLINED OR DISCHARGED

37.18. In the event that the results of any substance/alcohol test are positive, the following progressive discipline will apply:

- A. First Offense: Ten (10) days suspension and mandatory rehabilitation.
- B. Second Offence: Dismissal.

C. A driver that is determined to be at fault as a result of the City's investigation or the Accident Review Board for damaging private or public property is subject to progressive discipline pursuant to Article 16 of the Disciplinary Procedure.

37.19. An employee who is terminated for failure to meet the requirements of rehabilitation as described herein, who tests positive for a second offense for controlled substance or alcohol during or after the rehabilitation period shall have no appeal rights through Civil Service, the grievance procedure or any other forum.

INITIAL TESTS - URINE

37.20. The initial testing shall use an immunoassay method which meets the requirements of the Food and Drug Administration for commercial distribution.

37.21. The following cutoff concentrations shall be applicable to determine whether specimens are negative or positive for the following drugs or classes of drugs utilizing the initial test procedure:

	<u>Initial Test Level (ng/ml)</u>
Cannabis (Marijuana)	
Metabolites	50
Cocaine Metabolites	300
Opiates-Metabolites	
Morphine	2000
Codeine	2000
6-Acetylmorphine (Test when the morphine concentration is greater than or equal to 2000 ng/ml)	
Phencyclidine	25
Barbiturates	300
Benzodiazepine	300
Amphetamines	
Amphetamine	1000
Methamphetamine	1000
Methaqualone	300
Methylene dioxymethamphetamine (MDMA) (Ecstasy)	500
Methylenedioxyamphetamine (MDA/Ice)	500
Flunitrazepam (Rohnyol) (Roofies)	300

Designer Drugs: Unless specified with cutoff concentration levels, will be determined by the Agency for Health Care Administrations (AHCA) if standards exists, or industry standards if no existing AHCA standards.

CONFIRMATORY TEST - URINE

37.22. All specimens identified as positive by the initial test shall be confirmed using gas chromatography/mass spectrometry (GCS/MS) techniques. GCS/MS confirmation procedures at the following cutoff concentration shall be used for the following drug:

Confirmatory Test Level (ng/ml)	
Cannabis (Marijuana)	
Metabolite	20

37.23. For all other drugs listed below, the confirmatory test shall detect the confirmed presence of the substance. The laboratory must be prepared to provide evidence from its quality control program to prove its capability of detecting such substances.

Confirmatory Test Level (ng/ml)	
Cocaine Metabolites	150
Opiates Metabolites	
Morphine	2000
Codeine	2000
6-Acetylmorphine (Test when the morphine concentration is greater than or equal to 2000 ng/ml)	10
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Barbiturates	250
Benzodiazepine	250
Methaqualone	150
Methylenedioxymethamphetamine (MDMA) (Ecstasy)	500
Methylenedioxyamphetamine (MDA/Ice)	500
Flunitrazepam (Rohnyol) (Roofies)	300

These concentrations are subject to revision with changes in convention or technology. The laboratory must be able to document its performance at the cutoff level by the use of quality control, both open and blind.

37.24. Proper chain of custody controls shall always be enforced during drug/alcohol testing. Authorized technicians shall sign the chain of custody form and be responsible for each urine specimen to be tested. The laboratory shall include sufficient safeguards to ensure that unauthorized personnel are prevented from gaining access to the laboratory.

Article 38

PREVAILING BENEFITS

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

38.2. Provided, however, nothing in this Agreement shall obligate the City to continue practices or methods which are unsafe, obsolete, inefficient or uneconomical.

38.3. 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 2, Florida Statute.

Article 39

ENTIRE AGREEMENT

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

39.2. 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. Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to, or covered, in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated, or signed this Agreement.

39.3. Such Agreement precludes the initiation by the Union of any municipal legislation which would result in the alteration or cost increase of the benefits agreed to in this Collective Bargaining Agreement or to increase the cost of other employee benefits not specifically provided for in this Collective Bargaining Agreement.

Article 40

PROVISIONS IN CONFLICT WITH LAW

40.1. If this Agreement or any provision, section, subsection, sentence, clause, phrase, or word of this Agreement, is in conflict with any existing State or Federal law, or future State or Federal law; or with any existing City ordinance; or with any interpretation of this Agreement made by a court of competent jurisdiction, that portion of this Agreement in conflict with said law or ordinance or resolution, or court interpretation of law, 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 herein was to enter into the Agreement without such invalid portion or portions. The parties agree that this Agreement takes precedence over any conflicting Civil Service Rules.

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

Article 41

TUITION REIMBURSEMENT

41.1. The Educational Reimbursement Program will encourage City employees to improve job performance and increase career mobility with the City by pursuing courses of study at certified educational institutions. The policy governing the educational reimbursement program is intended to be flexible, with broad discretion for approval reserved to the Department Director or designee and the City Manager or designee so as to insure increasing on-the-job effectiveness of City employees. The educational reimbursement program shall not be subject to budgetary constraints.

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

41.3. All course work must be taken at or from an accredited college, university or educational institution approved by the City Manager or designee. Class attendance will be on the employee's own time unless otherwise noted in the course announcement and authorized by the City Manager or designee.

41.4. Reimbursement will be limited to books, lab fees, and tuition costs up to a maximum of \$5,000 per calendar year.

41.5 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.

41.6. 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 or designee will then review the application and if approved forward the original and one copy to the Human Resources Department. If the application is disapproved, it is then returned to the employee by the Department Director or designee.

- D. The Human Resources Department has the authority to approve or disapprove the application, and applications not approved will be returned to the Department Director with the reason for rejection noted thereon.

41.7 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 educational reimbursement paid to the employee will be reimbursed to the City by the employee upon termination from the City through a deduction from his final paycheck and/or leave balance accounts.

41.8. Upon completion of the course work, the employee must submit his semester grade report together with the book, lab and tuition fee receipts to his Department Director. The Department Director or designee will submit the approved application for educational 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 educational reimbursement. The Department Director or designee will advise the Human Resources Department of the employee's satisfactory completion of the course.

Article 42

PENSION

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

42.2 Effective upon ratification, member retirement allowance shall not exceed the lesser of 100% of the member's average final compensation or an annual allowance of \$120,000 as of retirement. Effective October 1, 2022, member retirement allowance shall not exceed the lesser of 100% of the member's average final compensation or \$100,000 as of retirement.

42.3 The service retirement benefit for employees hired prior to October 1, 2010, shall be equal to three percent (3%) of the member's highest one year of compensation multiplied by the number of years of creditable service. The service retirement benefit shall be based on a member's total creditable service and the benefit multiplier set forth in this provision (not the benefit multiplier in effect at the time the service is earned), multiplied by average final compensation in effect at the time of retirement or separation from employment.

42.4 Upon retirement, bargaining unit member shall receive a retroactive salary increase of five percent (5%) for the bargaining unit member's highest one (1) year's salary. The five percent (5%) salary increase shall be reflected in the hourly pay rate for the purpose of calculating leave balance payoffs. The five percent (5%) salary increase shall not be applicable to overtime.

42.5 For employees hired prior to October 1, 2010, effective September 30, 2020, a member who separates from employment with ten or more years of service shall be considered eligible for a service retirement upon attaining the earliest of the following: (a) age 55 with ten years of creditable service, or (b) the completion of a combination of years of creditable service plus attained age equaling 70 points.

Article 43

MEMORANDUM OF UNDERSTANDINGS

43.1. Effective the date this Agreement is ratified by the parties, should the City and Union desire to enter into one or more MOU(s) or similar agreement(s) during the life of this Agreement, such MOU(s) or other agreement(s) will only be binding on the City upon signature of the City Manager or designee.

Article 44

ACCIDENT PREVENTION COMMITTEE

44.1. All vehicular accidents involving a City vehicle will be reviewed at least once every ninety (90) days by the Accident Prevention Committee. The Accident Prevention Committee is comprised of the following five (5) committee members: Solid Waste Director or designee, the City's Safety Officer or Risk Management Director, Solid Waste Safety Officer, the Union President, and another Union member. The Accident Prevention Committee shall develop objective standards and criteria for determining how an accident could have been prevented.

44.2. Following review of the accident, the Accident Prevention Committee shall, by majority vote, determine whether the accident was preventable, non-preventable, or operational based on the facts, and make a non-binding recommendation as to what remedial training and/or corrective measures may be taken with regard to the driver of the vehicle involved in the accident. Such non-binding recommendations shall be forwarded to the Solid Waste Director but shall not be admissible evidence in any arbitration proceeding. If the Solid Waste Director or designee concludes that the accident was preventable and will result in disciplinary action, then the decision may be grieved in accordance with Article 7, Grievance Procedure. Nothing in this Section shall constitute a condition precedent to the Solid Waste Director's ability to discipline any employee. The Solid Waste Director's failure to follow the non-binding recommendation of the Accident Review Committee shall not be subject to the Grievance procedures.

Article 45

SENIORITY

45.1 Seniority, for the purposes of this article is defined as the original date of hire with the City as a permanent bargaining unit employee of the City, and time in the employee's classification.

45.2 Seniority shall be a factor in promotions, and in the assignment of days off within various divisions within Solid Waste. Seniority shall be the determining factor in shift assignments and overtime (which shall be done rotationally).

45.3 On an annual basis all bargaining unit employee shall, by seniority, select their respective assigned route within any division where their current classification is utilized. The bidding on assignments shall be done once a year in November.

Article 46

TERM OF AGREEMENT

46.1. 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, unless otherwise agreed to by the Parties, then the Agreement, upon being signed by the appropriate Union representatives and the City Manager, shall become effective at 12:00 a.m., October 1, 2020, or as otherwise provided in this Agreement, whichever date is later. The Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2023.

46.2. On or before April 1, 2023, 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.

46.3. On or about May 1, 2023, the Parties shall present each other with a list of proposals it desires to negotiate, together with the specific language describing its proposals.

46.4. Initial discussions shall thereafter, and no later than June 1, 2023, be entered into by the City and the Union.

AGREED to this _____ day _____ of 2021 and between the respective parties through an authorized representative or representatives, of the Union and by the City Manager.

AFSCME, Local 871

ATTEST:

Joe [Signature]
Selvie Carline
Toy Taylor
Andre [Signature]
~~*[Signature]*~~
Oscar [Signature]
Clifford [Signature]
Damont Kelly
Atagrace Daudier

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

ATTEST:

[Signature]
City Manager

[Signature]

CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS

[Signature]
CITY ATTORNEY
[Signature]
5-1-22

APPENDIX A

<u>CLASS CODE NUMBER</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE NUMBER</u>
3017	Waste Collector/Garbage	19.S871
3020	Waste Collector/Trash	19.S871
3018	Waste Collector II	20.S871
3108	Waste Collector Operator I	20.S871
3448	Sanitation Shop Maintenance Worker	21.S871
3109	Waste Collector Operator II	21.S871
3110	Waste Equipment Operator	22.S871

APPENDIX B

VACATION ACCRUAL BY ANNUAL HOURS ACCRUAL CODE

Years Served	January's Crossed	(EC-15) Fire 48/52 Hours	(EC-17) Fire 40 Hours	(EC-10) Police	(EC-20,22) Solid Waste	(EC-01) General	(EC-27) Support Staff	(EC-29) Professional	(EC-40) Special	(EC-44) Executive
0	1	Prorated	Prorated	Prorated	Prorated	Prorated	Prorated	Prorated	Prorated	Prorated
1	2	140	96	94	92	94	88	104	160	160
2	3	140	98	94	92	94	96	112	168	168
3	4	140	96	94	92	94	96	120	176	176
4	5	140	98	94	92	94	104	128	184	184
5	6	140	96	94	92	94	112	136	192	192
6	7	150	104	134	100	114	120	152	200	200
7	8	160	112	134	108	114	128	152	208	208
8	9	170	120	134	116	114	136	160	216	216
9	10	180	128	134	124	114	140	168	224	224
10	11	190	136	134	132	114	144	176	232	232
11	12	195	140	154	136	134	148	184	240	240
12	13	200	144	154	140	134	152	192	240	240
13	14	205	148	154	144	134	156	200	240	240
14	15	210	152	154	148	134	160	208	240	240
15	16	215	156	154	152	134	164	216	240	240
16	17	220	160	174	156	174	168	216	240	240
17	18	225	164	174	160	174	172	216	240	240
18	19	230	168	174	164	174	176	216	240	240
19	20	235	172	174	168	174	180	216	240	240
20	21	240	176	174	172	174	184	216	240	240
21	22	245	180	194	176	174	188	216	240	240
22	23	250	184	194	180	174	192	216	240	240
23	24	255	188	194	184	174	196	216	240	240
24	25	260	192	194	188	174	200	216	240	240
25	26	265	196	194	192	174	204	216	240	240
26	27	270	200	214	196	174	204	216	240	240
27	28	275	204	214	200	174	204	216	240	240
28	29	280	208	214	204	174	204	216	240	240
29	30	285	212	214	208	174	204	216	240	240
30	31	290	216	214	212	174	204	216	240	240
31	32	290	220	214	216	174	204	216	240	240
32	33	290	224	214	220	174	204	216	240	240

Rev. 10/16 LBR

APPENDIX C

1-Oct-20

S871	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		1yr	1yr	1yr	1yr	1yr	1yr	2yr	2yr	2yr	2yr	2yr	2yr	2yr	2yr
19.S871	15.7997	16.5896	17.4191	18.2900	19.2046	20.1647	21.1730	22.2316	23.3433	24.5104	25.7360	27.0228	28.3738	29.7925	31.2821
20.S871	17.3796	18.2486	19.1610	20.1191	21.1250	22.1813	23.2904	24.4549	25.6776	26.9615	28.3095	29.7250	31.2112	32.7718	34.4105
21.S871	19.1175	20.0734	21.0770	22.1308	23.2374	24.3994	25.6193	26.9003	28.2453	29.6576	31.1404	32.6975	34.3323	36.0489	37.8513
22.S871	21.0292	22.0807	23.1847	24.3440	25.5611	26.8392	28.1812	29.5903	31.0697	32.6232	34.2544	35.9670	37.7654	39.6537	41.6363

1-Oct-21

S871	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		1yr	1yr	1yr	1yr	1yr	1yr	2yr	2yr	2yr	2yr	2yr	2yr	2yr	2yr
19.S871	16.1157	16.9214	17.7675	18.6558	19.5887	20.5680	21.5965	22.6762	23.8102	25.0006	26.2507	27.5633	28.9413	30.3884	31.9077
20.S871	17.7272	18.6136	19.5442	20.5215	21.5475	22.6249	23.7562	24.9440	26.1912	27.5007	28.8757	30.3195	31.8354	33.4272	35.0987
21.S871	19.4999	20.4749	21.4985	22.5734	23.7022	24.8874	26.1317	27.4383	28.8102	30.2508	31.7632	33.3515	35.0190	36.7699	38.6083
22.S871	21.4498	22.5223	23.6484	24.8309	26.0723	27.3760	28.7448	30.1821	31.6911	33.2757	34.9395	36.6863	38.5207	40.4468	42.4690

1-Oct-22

S871	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		1yr	1yr	1yr	1yr	1yr	1yr	2yr	2yr	2yr	2yr	2yr	2yr	2yr	2yr
19.S871	16.5992	17.4290	18.3005	19.2155	20.1764	21.1850	22.2444	23.3565	24.5245	25.7506	27.0382	28.3902	29.8095	31.3001	32.8649
20.S871	18.2590	19.1720	20.1305	21.1372	22.1939	23.3037	24.4689	25.6923	26.9769	28.3257	29.7420	31.2291	32.7905	34.4300	36.1517
21.S871	20.0849	21.0892	22.1435	23.2506	24.4133	25.6340	26.9157	28.2615	29.6745	31.1583	32.7161	34.3521	36.0696	37.8730	39.7666
22.S871	22.0933	23.1980	24.3579	25.5758	26.8545	28.1973	29.6071	31.0876	32.6418	34.2740	35.9877	37.7869	39.6763	41.6602	43.7431

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