

MEMORANDUM OF UNDERSTANDING

AFSCME, Local 1907 and the City of Miami

RE: AFSCME Class Action Grievance, Civil Service Board Case Number 08-02G

Section 8.10 of the Civil Service Rules and Regulations-

Method of Qualifying Incumbents of Classified Positions Allocated to New or Higher Levels

The Memorandum of Understanding is entered into this 30th day of October, 2008 between the City of Miami ("City") and American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1907 (AFSCME, Local 1907) (jointly "the Parties") in order to clarify Civil Service Rule 8.10 and to settle Class Action Grievance (Working Out of Class, specifically Section 8.10).

WHEREAS, by a letter dated January 11, 2007 to Tishria Mindingall, Executive Secretary of the Civil Service Board, from Osnat Rind on behalf of AFSCME, Local 1907, claiming that the following employees are working out of class in violation of Section 8.10 of the Civil Service Board Rules and Regulations:

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|---------------------------------------|-------------------------|
| 1. Enrique D. Nunez (unclassified) | 9. Ovidio Gonzalez |
| 2. Lilia Rey | 10. David Hernandez |
| 3. Luis Cabrera | 11. Brian Lopez |
| 4. Vanessa Castillo | 12. Nilzeth Z. Martinez |
| 5. Gregory Days | 13. Derek Montgomery |
| 6. Kim Fournier (resigned on 1/14/08) | 14. Julio Natera |
| 7. Andres Fraga | 15. Angela Sippio |
| 8. Luis G. Gomez | |

WHEREAS, Civil Service Rule 8.10 states as follows:

Whenever an occupied position has been allocated to a new or different class, the incumbent thereof shall be qualified for the new class in one of the following manners:

- (a) If the incumbent has been performing satisfactorily at the new or higher level for a period of four years or more and has held permanent status in the previous classification, he/she shall receive the new or higher classification with permanent status, without further examination, or
- (b) If the incumbent has been performing satisfactorily at the new or higher level for a period of two years or more and less than four years and has held permanent status in the previous classifications, he/she shall be given a qualifying examination, the scope of which shall be at the same level of difficulty as normally given for the same or like

classification, and if successful therein, he/she shall receive the new or higher classification with permanent status.

- (c) In the event the incumbent does not qualify under (a) or (b) above, he/she shall be processed in accordance with the layoff procedures, and the position filled from the appropriate eligible register.

WHEREAS, the collective bargaining agreement entered into by AFSCME, Local 1907 and the City of Miami, Article 21.1 *Working Out of Class* states as follows:

A department director, or designee, may direct an employee to serve in a vacant classification higher than the classification in which an employee currently holds status. Working out of classification will not grant permanent job status or provide any automatic job rights to the position filled on acting assignment to the higher classification. However, the City shall permanently fill the position to which the employee has been assigned in an acting capacity within two (2) years of the initial assignment in accordance with the City's promotional process. Employees assigned to work out of classification shall meet the minimum job requirements for the position being filled.

WHEREAS, the Parties wish to enter into this MOU in order to clarify Civil Service Rule 8.10 in facilitating the functions of the City of Miami. Since the City of Miami has been operating at its highest capacity for several years, and due to the City's internal processes, the following employees have been receiving working out class pay or salary adjustments since the dates indicated.

WHEREAS, the Parties wish to resolve this Civil Service Board grievance amicably;

THEREFORE, the Parties acknowledge and agree that the following employees have been receiving working out of class pay or a salary adjustment for working at a higher existing classifications and shall be placed in the higher classification in a permanent status, unless specifically indicated otherwise, effective the first full pay period following the date this Memorandum of Understanding (MOU) is executed. If no vacancy for the new, higher level classification exists, the employee's current classification shall be converted to that new, higher level classification as indicated below:

Employee Name	Current Classification	Dept.	Date	Working out of class title/ salary adjustment title
Armas, Joann	Typist Clerk II	Parks	5/3/06	TC III

Ferrer, Alfredo	Sr. Systems Analyst	IT	1/18/06	Project Manager
Lopez, Brean¹	Communications Repair Worker	GSA	9/25/05	Communication Tech.
Lowe, Bridgett	Admin. Aide I	Police	2/6/03	Admin. Aide II
Marcus, Guy	Sr. Programmer	IT	9/15/06	Oracle systems Administrator
Mere, Miriam	Admin. Aide I	Finance	10/9/99	Admin Aide II
Rey. Lilia	Plans Processing Aide	GSA	8/17/04	Admin Aide I

THEREFORE, the Parties acknowledge and agree that the following employees who are presently receiving "permanent salary adjustments" shall retain such compensation, but upon the execution of this MOU, shall have said salary adjustment become part of their base pay/salary:

Employee

<u>Name</u>	<u>Current Classification</u>	<u>Dept.</u>	<u>Date</u>
Alexander, Ryan	Building Inspector III	Bldg.	8/12/00
Ares, Eliseo	Plumbing Inspector III	Bldg.	8/12/00
Ason, Maria T.	Contract Compliance Analyst	Community Development	4/3/05
Benitez, Reinaldo	Electrical Inspector III	Bldg.	8/12/00
Camayd, Ramon	Building Inspector III	Bldg.	8/12/00
Cedre, Thomas D.	Electrical Inspector III	Bldg.	8/12/00
Days, Gregory T.	Code Enforcement Inspector	Code Enf.	9/11/95
Del Castillo, Rafael	Building Inspector III	Bldg.	8/12/00

¹ All names in bold are those listed in the letter dated January 11, 2007 from Osnat Rind on behalf of AFSCME, Local 1907, and referred to on the first page of this MOU.

Diaz, Rene I.	Building Inspector III	Bldg.	8/12/00
Ferras, Jose L.	Building Official	Bldg.	8/12/00
Kennedy, Kimberly L.	Admin. Aide II	Planning	5/25/96, 6/26/01, 4/10/98
Linares, Manuel	Structural Engineer – Plans Examiner	Bldg.	8/12/00
Llave, Cesar A.	Senior Systems Analyst	IT	5/12/99
Martinez, Nilzeth	Fiscal Assistant	Police	10/1/98
Mijares, Humberto	Building Inspector III	Bldg.	8/12/00
Rodriguez, Alberto	Mechanical Inspector III	Bldg.	8/12/00
Rodriguez, Roberto	Mechanical Inspector III	Bldg.	8/12/00
Roman, Evelyn	Clerk III	Police	5/29/95
Sippio, Angela G.	Staff Analyst, Principal	Fire	10/1/95
Squitin, Alicia M.	Service Center Aide-Net	NET	12/18/00
Smith, Gia	Events Supervisor	Parks	4/3/05
Tarajano, Jesus	Plumbing Inspector III	Bldg.	8/12/00

THEREFORE, the Parties acknowledge and agree that the following employees have been receiving “temporary salary adjustments” or working out of class pay and upon execution of this MOU, shall have said temporary salary adjustment or working out of class pay become part of their base pay/salary permanently:

Employee

<u>Name</u>	<u>Current Classification</u>	<u>Dept.</u>	<u>Date</u>
Arias, Jose M.	AEO I	Parks	6/30/06
Brown, Debbie C.	Customer Service Rep III	Finance	2/21/07

Brown, Sadie S.	Clerk I	Risk Mgt.	11/8/02
Cabrera, Luis	Automotive Body Worker-Painter	GSA	1/1/00
Castillo, Vanessa	Admin. Assistant I	Hearing Boards	6/16/03
Conley, Henrietta	Capital Assets Aide	Finance	5/28/95
Diaz-Torres, Calitza	Admin. Assistant	Public Works	2/21/07
Fraga, Andres	Storekeeper	Parks	3/15/00
Garcia, Raul M.	Superintendent of Parks	Parks	5/7/99
Gomez Jr., Luis G.	Code Enforcement Inspector	Code Enf.	11/1/00
Gonzalez, Ovidio	Painter	Fire	1/29/96
Hernandez, David	Street Lighting Engineer I	Public Works	10/14/04
Johnson, Patrice	Program Assistant	Parks	4/30/06
			Program Specialist
Martinez, Silvia	Accountant	Finance	5/20/95
Montgomery, Derek	Engineering Technician III	Public Works	10/1/01
Natera, Julio C.	Computer Operations Chief	IT	4/3/98
Nicholson, Suzann E.	Customer Service Rep. III	Finance	2/21/07
Perez, Antonio R.	Planner II	Planning	7/24/06
Perez, Maricelis	Typist Clerk III	Police	8/12/97

THEREFORE, the Parties acknowledge and agree that the following employees, who work in the City of Miami Police Department, shall receive a temporary five (5) percent increase for working out of class, which will become effective retroactively, beginning the first full pay period 6 months from the execution of this MOU. These employees shall also be placed in the higher classification in permanent status.

Employee Name	Current Classification	Working out of class title/ salary adjustment title
Harris, Alicia	Typist Clerk II	Payroll Clerk
Johnson, Aerial	Typist Clerk III	Payroll Clerk
Roman, Evelyn	Clerk III	Payroll Clerk

Nothing in this Memorandum of Understanding shall be construed as a waiver of the City's rights under Article 21, *Working Out of Class*, of the collective bargaining agreement entered into by AFSCME 1907 and the City of Miami.

FOR AFSCME, LOCAL 1907

Charlie Cox
Charlie Cox, President
AFSCME, Local 1907

FOR THE CITY OF MIAMI, FL

Hector Mirabile
Hector Mirabile, Ph.D.
Director
Department of Employee Relations