

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MIAMI, FLORIDA
AND
AFSCME, LOCAL 1907

This Memorandum of Understanding is entered into this 8th day of October, 2009 between the City of Miami, Florida ("City") and the Miami General Employees, American Federation of State, County, and Municipal Employees Local 1907, AFL-CIO ("AFSCME Local 1907") (jointly "Parties") to modify the 2007-2010 Collective Bargaining Agreement ("CBA") as follows.

NOW THEREFORE, the Parties agree as follows:

- A. Across-the-Board (Article 24 of CBA) - Effective October 1, 2009, employees shall receive an across-the-board wage increase of 3% as outlined in Article 24 of the CBA. However, employees who entered the DROP as of October 1, 2009, shall not receive the 3% across-the-board wage increase set forth in the CBA until September 30, 2010.
- B. GESE Pension Contribution - Effective October 1, 2009, and ending September 30, 2010, employee contributions to the GESE pension plan shall increase from 10% to 13%. Effective September 30, 2010, employee contributions to pension shall revert back to 10%.
- C. Uniforms and Safety Shoes (Article 29 of CBA) – Effective October 1, 2009, and ending September 30, 2010, employees shall not be entitled to or be issued uniforms and safety shoes, unless an emergency, as determined by the City Manager, warrants issuance. However, the City agrees that no disciplinary action will be taken against employees for failing to wear uniforms if they are unfit for wear, and the City has not replaced them after reasonable notice to the respective department director that replacement is necessary.
- D. Vacation – (Article 37 of CBA) – Effective October 1, 2009, and ending September 30, 2010, employees shall not be entitled to or permitted to cash out any accrued vacation hours. This provision shall not prohibit employees from cashing out accrued vacation hours upon separation. All hours accrued above 200 ("excess vacation") shall not be forfeited, but shall be carried over to the 2010-2011 Fiscal Year.
- E. Furlough Days – Effective October 1, 2009, and ending September 30, 2010, employees shall take two (2) unpaid furlough days. The employee must request the furlough date(s) from the respective department director at least 14 days prior to the absence, and the request shall not be

unreasonably denied. The two (2) furlough days shall not affect seniority for any purpose, including bid purposes and shall not be counted as "without pay" for pension purposes.

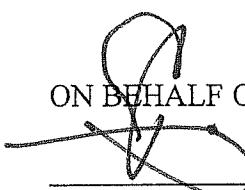
F. Lay-Offs - The City identified a potential of two hundred ten (210) lay-offs of bargaining unit members. In consideration for the above concessions and efforts from both Parties, the City agrees NOT to lay-off more than eighty six (86) bargaining unit members; however, if the City lay-offs any of the 86 bargaining unit members, Local 1907 retains the right to grieve the lay-offs under the terms of the CBA, or to file any other action or appeal available, and this right is not forfeited or affected by entering into this MOU. The Parties agree that by entering into this MOU, they do not waive any arguments or defenses that they may make in any grievance or other proceeding regarding the up to 86 layoffs.

NOW THEREFORE, this MOU shall become effective upon ratification by the Parties.

ON BEHALF OF THE UNION

Charlie Cox
Charlie Cox, President
AFSCME, Local 1907

ON BEHALF OF THE CITY


Pedro G. Hernandez, P.E. 9/30/09
City Manager