

MEMORANDUM OF UNDERSTANDING
City of Miami & AFSCME, Local 1907

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

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

NOW THEREFORE, the Parties agree as follows:

I. ARTICLE 4 – MANAGEMENT RIGHTS

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

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

II. ARTICLE 24.7 – WAGES

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

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

III. ARTICLE 39 – SICK LEAVE

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

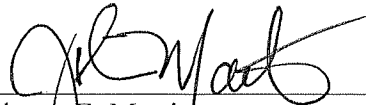
NOW THEREFORE, the parties agree Bargaining unit members with unused accumulated sick leave hours in excess of the maximum carryover at the end of the year shall not be paid for any unused portion of their accumulated sick leave in excess of the maximum carryover.

ON BEHALF OF THE UNION:

ON BEHALF OF THE CITY:



Anthony Hatten
President, AFSCME Local 1907



Johnny E. Martinez
City Manager