

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MIAMI
AND
AFSCME LOCAL 1907
REGARDING ARTICLE 27- OVERTIME DISTRIBUTION

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby entered into between the American Federation of State, County, and Municipal Employees, Local 1907 ("hereinafter AFSCME") and the City of Miami ("City"), the Parties shall be collectively referred to as the Parties.

WHEREAS, the Police Department has experienced an inequitable distribution of overtime amongst the following classifications:

1. Emergency Dispatchers
2. Emergency Dispatch Supervisors
3. Emergency Dispatch Assistants
4. CIS Desk Operators

(hereinafter "employee" and "employees").

WHEREAS Article 27.9 of the collective bargaining agreement ("CBA") permits the AFSCME president and Director of Human Resources Department to agree to a method to correct the inequitable distribution of overtime.

WHEREAS this MOU seeks to correct the inequitable distribution of overtime in the Police Department's Communications Units.

WHEREAS the Parties agree to the following:

1. The City shall continue to distribute overtime in accordance with Article 27, Sections 27.5-27.8 of the Collective Bargaining Agreement, provided, however, that the above listed employees shall not be drafted to work more than sixteen (16) hours of overtime in a workweek. Prescheduled and voluntary overtime shall not be considered "draft" overtime. A workweek shall be defined as Sunday through Saturday.
2. In the event that every employee in the classification has already been drafted for sixteen (16) hours in the workweek, and an overtime draft is necessary because no employee has agreed to accept the overtime, a draft will occur in accordance with Article 27, Section 27.8 of the CBA, notwithstanding the fact that the employee has already been drafted for the maximum hours set forth in paragraph 1 above.
3. Employees may volunteer to work overtime in any classification for which they are qualified, but shall not be drafted to work overtime in any classification other than their own.

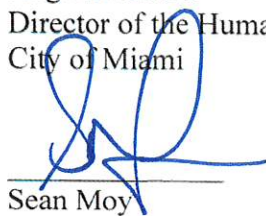
MOU, Article 27
Communications Unit
Police Department

4. Employees who have been drafted for two (2) consecutive days for a total of 16 hours cannot be drafted for a third (3) consecutive day regardless of the workweek.
5. The City agrees that it will not draft an employee for overtime on the same day that an employee volunteers to work overtime on his/her normally scheduled day off unless there are no other employees available that may be drafted.
6. In those situations where an employee has volunteered to work overtime in a classification other than his/her own but a shortage occurs in his/her classification on the same shift requiring a draft, such employee shall be required to work the overtime in his/her own classification, and management shall fill the original shortage in accordance with Article 27 of the Agreement and this MOU.
7. The Parties agree that this MOU does not apply during a state of emergency.
8. The Parties agree this MOU in no way constitutes a past practice or prevailing benefit but agrees that this MOU will remain in effect until such time that either Party informs the other of its desire to cease the implementation of the instant MOU, in writing.

Agreed to on this 15 day of December, 2021.



Angela Roberts
Director of the Human Resources Department
City of Miami



Sean Moy
President
AFSCME Local 1907