

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 Fire Department has experienced an inequitable distribution of overtime mandate amongst the following classifications:

1. Emergency Dispatchers
2. Emergency Dispatch Supervisors

(hereinafter "employee" and "employees").

WHEREAS Article 27.9 of the collective bargaining agreement ("CBA") permits the ASFCME 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 mandating within the Fire 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 a week. A week shall be defined as Sunday through Saturday, regardless of an employee's work schedule.
2. Employees may volunteer to work overtime in any classification for which they are qualified, but shall not be mandated to work overtime in any classification other than their own unless there is no other employee available for such mandate.
3. The City agrees it will not mandate an employee to work 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 mandated. In other words, if an employee volunteers to work on his/her day off, the City cannot mandate him/her to work overtime on the same day unless there are no other employees available that may be mandated.
4. 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 mandate, 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.
5. The Parties agree that no employee may be drafted to work overtime for more than two (2) consecutive days in a row.
 6. The City agrees that it will not mandate an employee to work overtime on his or her scheduled day off unless there are no other employees available that may be mandated.
 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 4 day of January, 2022.

A Roberts

Angela Roberts
Director of the Human Resources Department
City of Miami

SM

Sean Moy
President
AFSCME Local 1907