

MEMORANDUM OF UNDERSTANDING

Between the City of Miami, Florida

&

AFSCME, Local 871

This Memorandum of Understanding is entered into this ____ day of _____, 2009 between the City of Miami ("City") and Florida Public Employees Council 79, AFSCME, AFL-CIO, Local 871 ("Local 871") (jointly "the Parties") to modify the 2007-2010 collective-bargaining-agreement ("CBA") related to (I) Salary Reductions, (II) Across-the-Board, (III) Anniversary, (IV) Longevity, (V) Holidays, (VI) Additional Across-the-Boards, and (VII) Lay-Offs to assist with the 2010 Fiscal Year Budget.

WHEREAS, the City sought the assistance of Local 871 and both Parties met on numerous occasions to review a series of cost-saving proposals in order to address projected deficit in the 2010 Fiscal Year;

NOW THEREFORE, the Parties agree as follows:

I. Bargaining-Unit Employee Salary Reductions

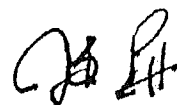
Effective October 1, 2009, Local 871 bargaining unit employees whose annual gross salary is above \$50,000.00 shall experience a 3% reduction in salary. This salary reduction shall be for the time period of October 1, 2009 until September 30, 2010.

II. Scheduled Across-the-Board (ATB) Salary Increases

Effective October 1, 2009, Local 871 bargaining unit employees will receive the 3% across-the-board salary increases as stated in Article 20 of the CBA. However, effective October 1, 2009, Local 871 bargaining unit employees' contribution to the City of Miami General Employees' and Sanitation Employees' Retirement Trust shall increase from 10% to 13%. Effective October 1, 2010, Local 871 bargaining unit employees' contribution to the City of Miami General Employees' and Sanitation Employees' Retirement Trust shall revert back to the standard 10% contribution.

III. Scheduled Anniversary Increases

Effective October 1, 2009, any anniversary increases due to Local 871 bargaining unit employees between October 1, 2009 through September 30, 2010, as stated in Article 20 of the CBA, will be deferred for one calendar year from the effective date on which the bargaining unit employee would have received his or her anniversary increase.

A handwritten signature in black ink, appearing to be "JH" followed by a stylized flourish.

IV. Scheduled Longevity Increases

Effective October 1, 2009, any longevity increases due to Local 871 bargaining unit employees between October 1, 2009 through September 30, 2010, as stated in Article 20 of the CBA, will be deferred until the full first pay period following October 1, 2010 at which time Local 871 bargaining unit employees' salaries shall reflect what their salaries would have been had they received the scheduled longevity increase for the time period of October 1, 2009 through September 30, 2010.

V. Article 28 - Holidays

WHEREAS, Article 28 identifies "New Year's Day," "President's Day," "Memorial Day," "Independence Day," "Columbus Day," "Veterans' Day," "Thanksgiving Day," "Friday after Thanksgiving" and "Labor Day" ("The Holidays") as a holiday and provides for work performed by non-incentive personnel on said holiday to be paid at time and one-half and for incentive personnel working on the Garbage Collection and Recycling routes during the holiday period to receive ten (10) hours straight time of holiday pay, for a total of twenty (20) hours compensation; and for incentive personnel working on the Trash and Street Cleaning routes during the holiday period to receive one day's pay straight time plus eight (8) hours straight time of holiday pay for a total of sixteen (16) hours compensation.

NOWHEREFORE, the Parties agree that effective October 1, 2009, all of The Holidays identified above will NOT be considered holidays for purposes of paying time and one-half. Thus, all Local 871 bargaining unit employees will be paid at straight time for any work performed on The Holidays. This concession will expire September 30, 2010.

VI. Additional Across-the-Board

An additional \$59,000.00 for the 2010 Fiscal Year is necessary in order to assist with the budget gap. Local 871 bargaining unit employees will all share the \$59,000.00 budget gap by contributing approximately \$11.64 per pay period per each bargaining unit employee starting the full pay period following October 1, 2009 and ending September 30, 2010.

VII. No-Lay-Offs

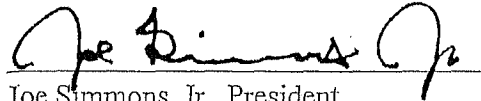
The Parties agree that there will NOT be any lay-offs of Local 871 bargaining unit employees and the City shall maintain Local 871's 195 Bargaining Unit Positions for the duration of the current collective bargaining agreement.

Handwritten signature: J.B. L.H.

VIII. Ratification

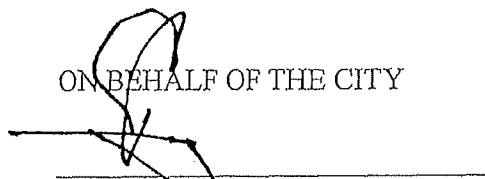
NOW THEREFORE, this MOU shall become effective upon ratification by the Parties.

ON BEHALF OF THE UNION



Joe Simmons, Jr., President
AFSCME, Local 871

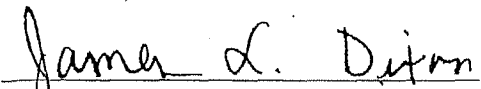
ON BEHALF OF THE CITY



Pedro G. Hernandez, P.E.
City Manager

Gerard Cineus

Gerard Cineus, Vice President
AFSCME, Local 871



James L. Dixon, Recording Secretary
AFSCME, Local 871

Date 9/18/09

Date 9/18/09