

MEMORANDUM OF UNDERSTANDING

Between the City of Miami, Florida
&
Fraternal Order of Police
Walter E. Headley, Jr., Miami Lodge 20

This Memorandum of Understanding is entered into this 26 day of September, 2009 between the City of Miami, Florida ("City") and the Fraternal Order of Police, Miami Lodge 20 ("FOP") (jointly "the Parties") to modify the 2007-2010 collective bargaining agreement in order to assist with the 2010 Fiscal Year Budget.

I. ARTICLE 18 – WAGES

WHEREAS, Article 18 (Wages) states that effective the full pay period following October 1, 2009, FOP bargaining unit members shall receive a 3% across-the-board wage increase.

NOW THEREFORE, the Parties agree that the October 1, 2009 3% across-the-board wage increase will be paid effective April 1, 2010.

II. ARTICLE 20 - HOLIDAYS

WHEREAS, Article 20.1 (Holidays), identifies "Columbus Day," "Labor Day," and "President's Day" as holidays.

NOW THEREFORE, the Parties agree that effective October 1, 2009, for FY 2009 - 2010 Columbus Day, Labor Day, and President's Day will NOT be considered holidays. These days shall be considered Holidays effective September 29, 2010.

**I II. ARTICLE 22 – UNIFORM/CLOTHING ALLOWANCE/
CELLULAR PHONE ALLOWANCE**

WHEREAS, Article 22 provides for uniforms/clothing allowance

NOW THEREFORE, the Parties agree that effective October 1, 2009, for FY 2009 – 2010 uniforms, leather, and accessories as specified in Article 22.1 shall NOT be issued. Bargaining unit members shall be entitled to uniform replacements as specified in Article 22.3.

AA

PH

IV **III. ARTICLE 31 – VACATION**

WHEREAS, Article 31, specifically Section 31.3, provides that FOP bargaining unit members shall accrue vacation in accordance with the following schedule:

1- 5 years.....	94 hours
6 -10 years.....	134 hours
11-15 years.....	154 hours
16-20 years.....	174 hours
21-25 years.....	194 hours
26 and over.....	214 hours

NOW THEREFORE, the parties agree that for a period of one year, beginning October 1, 2009 and ending on September 30, 2010, bargaining unit members shall not be entitled to cash-out any accrued vacation hours. All hours accrued above 200 ("excess vacation"), shall not be forfeited, but shall be carried over for the Fiscal Year 2010-2011. This provision shall not prohibit bargaining unit members from cashing out accrued vacation hours upon separation.

V **IV. ARTICLE 41 – VEHICLE PROGRAM**

WHEREAS, Article 41 provides for the Vehicle Program, specifically Section 41.1~~(J)~~ indicates the following:

- (I) Effective upon ratification of the labor agreement it will be the intent of the City to replace twenty four (24) hour vehicles every seven (7) years with no mileage requirements. However, the City will purchase one hundred and fifty (150) vehicles per year unless the seven (7) year replacement schedule requires fewer vehicles to be purchased or the vehicle is no longer in a safe operable condition....

(I)
NOW THEREFORE, the Parties agree to modify Section 41.1~~(J)~~ by NOT requiring the City to replace ANY police vehicles during FY 2009-2010. The requirements set forth in Article 41.1~~(J)~~ shall again become effective beginning September 30, 2009:

2010

[Handwritten initials and signature]

VI **ANNUAL PHYSICAL EXAMINATIONS PROGRAM**

WHEREAS, pursuant to Departmental Order 6, Chapter 7, police officers are required to undergo physical examinations on an annual basis.

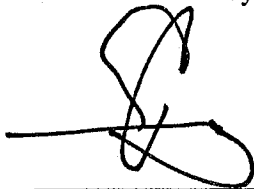
NOW THEREFORE, the parties agree that bargaining unit members will forego the annual physical examination for FY 2009-2010.

[Handwritten initials and signature]

VI. Upon ratification of this MOU, all employees who received a notice of layoff from the City, included but not limited to employees in the Academy and those who recently graduated from the Academy, shall be notified that their layoffs have rescinded. There shall be no layoffs of any bargaining unit members, including the aforementioned.

VII. RATIFICATION

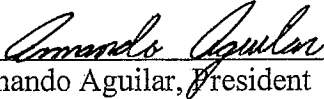
NOW THEREFORE, this MOU shall become effective upon ratification by the Parties.



Pedro G. Hernandez, P.E.
City Manager/Chief Administrator
City of Miami

9/26/09

Date



Armando Aguilar, President
FOP, Lodge #20

9/26/09

Date