

MEMORANDUM OF UNDERSTANDING AMENDING ARTICLES
10 and 43 OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF MIAMI, FLORIDA AND THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, LOCAL 587

This Memorandum of Understanding ("MOU") is entered into by the parties this 11th day of July, 2008. The City of Miami, Florida (hereinafter "City") and the International Association of Firefighters, AFL-CIO, Local 587 (hereinafter "IAFF") (collectively "the Parties") hereby stipulate and agree to amend Article 43 of the 2007-2010 Collective Bargaining Agreement between the parties as follows:

A. Section 43.5.B.1 shall be amended as follows:

Upon election of participation in the DROP, by using forms and procedures as prescribed by the Board of Trustees, a firefighter's creditable service, accrued benefits, and compensation calculation shall be frozen and shall be based on the single highest year preceding participation in the DROP, as the basis of calculating the DROP payment. Upon commencement of participation in the DROP, the employee contribution and the City contribution to the Retirement System for that employee shall cease, as the employee will be earning no further service credit. The employee shall not acquire additional pension credit for the purposes of the pension plan but may continue City employment for up to a maximum of ~~forty-eight (48)~~ fifty-four (54) months.

B. Section 43.5.C.1 shall be amended as follows:

The maximum period of participation in the DROP is ~~forty-eight (48)~~ shall be fifty-four (54) months. Once the maximum participation has been achieved, the bargaining unit member must terminate employment, except that those bargaining unit members who are in the DROP as of the ratification of this ~~agreement~~ MOU will be allowed to extend their DROP to a maximum of ~~48~~ fifty-four (54) months.

The amendments set forth above shall become effective upon ratification of this MOU by the Parties and shall apply to all Fire members in the Firefighters' and Police Officers'

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The amendments set forth above shall become effective upon ratification of this MOU by the Parties and shall apply to all Fire members in the Firefighters' and Police Officers'

Retirement Trust ("FIPO Plan"). This amendment does not apply to individuals who have separated from City employment.

The City and the IAFF hereby stipulate and agree to amend Article 10 of the 2007-2010 Collective Bargaining Agreement between the Parties as follows:

10.11. It is the intent of the Parties that notwithstanding any Civil Service Rule, those employees that would have been promoted had the DROP Plan not been extended from forty-eight (48) to fifty-four (54) months shall be promoted.

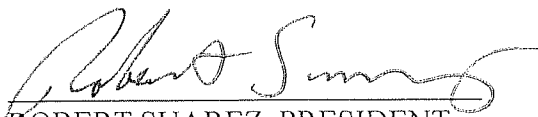
The contractual provisions concerning promotions shall be adhered to during the term of this agreement with the following exceptions:

1. It is agreed that the equivalent amount of promotions, that would have occurred had the DROP Plan not been extended, will be promoted from the promotional lists in effect at the time of ratification of this MOU.
2. If the appropriate number, as outlined in #1 above, is not promoted before the scheduled expiration of the current list, the lists shall be extended only until the appropriate numbers of positions are promoted.
3. If any promotional list is extended as the result of this provision, then the subsequent register shall be effective 30 days after the expiration of the extended list.
4. Any promotional vacancy created prior to the scheduled expiration of the current lists as a result of newly created positions or the severance of service of any member that is not participating in the DROP plan at the time of the ratification of this MOU shall also be filled from the current list.

10.12. The Parties agree to meet if delays in promotions occur as a result of technological issues within the Department of Employee Relations encountered while implementing the conditions set forth in 10.11 above. Said meeting, between the IAFF and Department of Employee Relations, will attempt to resolve the matter prior to pursuing remedy through the grievance procedure described in Article 15 (GRIEVANCE PROCEDURE) of the 2007-2010 Collective Bargaining Agreement. If no mutual agreement is reached within 90 days of the IAFF's notification to the City of such matter, the provisions of Article 15 shall apply and said grievance shall be presented at Step 1. The "time of occurrence" for the grievance shall be

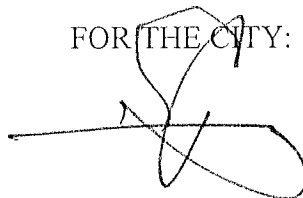
considered the day after the 90 days have expired. All time frames discussed in Article 15, shall begin from the "time of occurrence." Said 90 day period may be extended upon mutual agreement of the Parties in writing.

FOR THE UNION:



ROBERT SUAREZ, PRESIDENT
I.A.F.F., LOCAL 587

FOR THE CITY:



PEDRO G. HERNANDEZ, P.E.
CITY MANAGER
CITY OF MIAMI, FLORIDA

