

**MEMORANDUM OF UNDERSTANDING**  
**IAFF, LOCAL 587**

This Memorandum of Understanding is entered into between the City of Miami and the International Association of Firefighters (IAFF), Local 587 as it pertains to the future hiring of City employees, City obligations and modifications of the 1995-1998 labor agreement between the City of Miami and IAFF, Local 587.

**Labor Agreement Modifications**

(1) Effective upon ratification by the IAFF bargaining unit and the City Commission, the four percent (4%) across-the-board increase effective the first full pay period following January 1, 1997, as specified in the 1995-1998 labor agreement (Article 18 - Wages), shall be changed for receipt beginning the first full pay period following September 1, 1998.

(2) Effective upon ratification of this Agreement IAFF bargaining unit employees who receive supplemental and worker's compensation pay, as specified in Article 12 - Line of Duty Injuries, shall have a weekly amount of \$70 (\$140 biweekly) deducted from supplemental salary while on workers' compensation. Should the bargaining unit employee receive supplemental and workers' compensation pay for less than a week then the \$70 weekly deduction shall be prorated as appropriate for the days the bargaining unit employee was on workers' compensation.

It is agreed by the parties that the receipt of supplemental and workers' compensation pay shall not exceed nor be less than one hundred (100%) percent of the employee's weekly net base pay (excluding overtime and any pay supplements not included in the employee's base salary) prior to the line of duty injury, accident, or occupational disease. The \$70 weekly deduction will be deducted on a priority basis above any other deductions, excluding withholding taxes, FICA, pension or court ordered deductions. To the extent that the bargaining unit employee's weekly net base pay either exceeds 100% or is less than 100% of the weekly net base pay the Fire Department will retroactively adjust the \$70 weekly deduction as appropriate.

(3) For Fiscal Year 1996-1997 and Fiscal Year 1997-1998 the IAFF agrees that the number of funded bargaining unit positions in the Fire Department shall be reduced from 605 positions to 590 positions. The reduction in funded positions shall result in the number of 40 hour positions to be reduced by six (6), the number of 42 hour positions to be reduced by eight (8) and the elimination of one (1) vacant position. Employees reassigned from these positions shall be assigned to new positions in accordance with the departmental bidding system.

(4) Effective upon ratification of this Agreement the IAFF agrees, as specified in Article 32 - Hours of Work, that due to a reduction in the number of funded positions, there will be a reduction of 52 hour shift positions. The remaining number of 52 hour positions shall be determined by the number of vacancies remaining and occurring in the future, based upon 590 funded positions. Employees reverting to a 48 hour shift shall be determined by 1) employees volunteering to revert by shift, then 2) junior employees by shift.

(5) Effective upon ratification of this Agreement the IAFF agrees to waive its right to receipt of the "Salary Reserves", as specified in Article 36 - Shift Strength, in the amount of \$564,920 for Fiscal Year 1995-1996 and \$350,757 for Fiscal Year 1996-1997. Should the reserves for Fiscal Year 1996-1997 not meet the projected amount of \$350,757 the difference may be acquired through the elimination of additional vacancies.

(6) Effective the first full pay period in January 1997 the IAFF agrees that the Revenue Incentive Pay, as specified in Article 44 - Revenue Incentive Pay, will be reduced from 2.5% to 1.5% for calendar year 1997, and reduced 1% from the amount to be paid in calendar year 1998 (i.e., -if incentive pay would be 2.8% then incentive pay would be reduced to 1.8%). Pay supplements which include the Revenue Incentive Pay will be adjusted to reflect the 1% reduction.

(7) The IAFF and the City of Miami agree that the reopener provision on Wages, as specified in Article 46 - Termination and Modification, is hereby deleted.

### **Oversight Hiring Committee**

In an effort to address the fiscal crisis facing the City of Miami it is recognized by the parties that the number of new hires for the City of Miami must be kept to a minimum. The parties therefore agree to the establishment of an "Oversight Hiring Committee". The "Oversight Hiring Committee" shall be composed of three (3) members: a union representative, a management representative appointed by the City Manager, and a neutral member selected jointly by the management representative and the unions (collectively). Each of the City's four unions shall select a union representative, each of whom shall sit on the Committee on a rotating basis, provided that the position(s) to be considered by the Committee are not within the seated representatives' union, in which event the next union representative on the rotation schedule shall be seated.

The Committee shall meet on an ad hoc basis. When a department requests authorization to hire a new employee the Committee shall meet to review justification of such request. Upon review of the hire request the Committee will make a recommendation in writing to the City Manager stating their reasons for approval or disapproval of the hiring request. The City Manager will take into strong consideration the recommendation of the Committee, however, the City Manager retains the final authority to authorize or disapprove the hiring of a new employee.

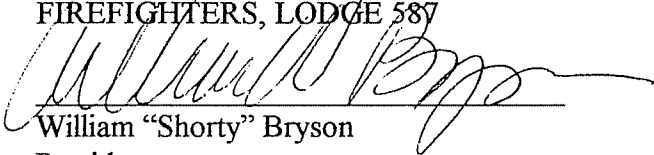
Determinations by the City Manager to authorize the hiring of a new employee are not subject to appeal through the grievance procedure, civil service board, or outside forum. Nor does the Committee have the right to review the hiring of new employees directed by the City Commission. Unless otherwise agreed to by the parties hereto the "Oversight Hiring Committee" will cease to exist as of September 30, 1998.

### **City Obligations**

In recognition of the IAFF's cooperation in assisting the City of Miami to address its fiscal crisis the City agrees to adopt necessary revenue enhancement measures and cost containment

measures as set forth in the City Manager's Fair Share Matrix dated October 7, 1996. In other words IAFF is willing to meet its fair share, as specified within this agreement, provided the City Commission and City Manager fulfill its obligations as well. Beginning January 1, 1997 the City Manager will issue a bi-monthly status report which will indicate the savings and actions taken by the City and the employees to meet the City's deficit. The bi-monthly status report will be distributed to City departments and employees. This Agreement shall not be effective on the IAFF, if the AFSCME or FOP bargaining unit employees receive the 4% across the board increase prior to September 1998 or if the LIUNA bargaining unit employees receive the wage bonus.

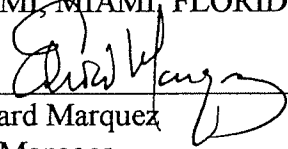
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LODGE 587

  
William "Shorty" Bryson  
President

Date

11/27/96

ON THE PART OF THE CITY OF  
MIAMI, MIAMI, FLORIDA

  
Edward Marquez  
City Manager

Date

11/27/96