

MEMORANDUM OF UNDERSTANDING

City of Miami & IAFF, Local 587

**Settling Grievance No. 2006-3 (Class Action – Line of Duty),
Grievance No. 2007-16 (Charles Boyd) and
Clarifying Article 12 (Line of Duty Injuries) of the
2007-2010 Collective Bargaining Agreement**

This Memorandum of Understanding is entered into this 20th day of June, 2008 between the City of Miami ("City") and International Association of Firefighters, AFL-CIO, Local 587, ("Local 587") (jointly "the Parties") to settle Grievance No. 2006-3 (Class Action – Line of Duty), Grievance No. 2007-16 (Charles Boyd) and to clarify Article 12 (Line of Duty Injuries) of the Collective Bargaining Agreement 2007-2010 ("Collective Bargaining Agreement") as follows:

Grievance No. 2006-03 – Class Action – Line of Duty & Clarification of Article 12 (Line of Duty Injuries)

WHEREAS, on July 20, 2006, Local 587 filed a Class Action grievance related to Line of Duty injuries;

WHEREAS, subsequently, Local 587 indicated the Class Action to include only (1) Charles Boyd, (2) Enoch Cunningham and (3) Daniel Fuller;

WHEREAS, Charles Boyd claims that he was temporarily disabled (24 hours) on the following dates in 2006:

April 11, April 14, April 17, April 20, April 23, April 26, May 2, May 5, May 8, May 11, May 14, May 17, May 20, May 23, May 26, May 29, June 1, June 4, June 7, August 9.

WHEREAS, Enoch Cunningham claims that he was temporarily disabled (24 hours) on the following dates in 2006:

March 30, April 2, April 5, April 8, April 11, April 17, April 20, April 23, April 26.

WHEREAS, Daniel Fuller claims that he was temporarily disabled (24 hours, except as indicated below) on the following dates in 2006:

April 27, May 3, May 12, December 5 (18.5hrs), December 8, December 11, December 14 and December 17.

WHEREAS, the Parties wish to resolve this grievance amicably;

WHEREAS, Article 12 (Line of Duty Injuries) of the Collective Bargaining Agreement, in part, provides for supplemental salary pursuant to City Commission Resolution No. 39802;

WHEREAS, specifically Section 12.6 of the Collective Bargaining Agreement states:

If an employee remains temporarily disabled beyond the period of time in which he is entitled to collect the 100% supplementary pay benefits, he shall be entitled to supplementary pay equal to the 2/3 "D" payments pursuant to current practice.

THEREFORE, the Parties agree as follows:

1. It is clearly understood between the parties that "temporarily disabled" under Section 12.6 of the Collective Bargaining Agreement applies only when a bargaining unit member is temporarily taken off of work/duty by an authorized workers compensation treating physician.
2. It is the Parties understanding that Section 12.6 of the Collective Bargaining Agreement does not apply for attendance at routine workers compensation medical appointments.
3. Time lost as a result of routine workers compensation medical appointments shall continue to be granted as "medical hold" based on the Fire Department's current practice.
4. The Parties agree that a pay plan will be developed to address the conversion of time for Mr. Fuller and Mr. Cunningham upon verification of temporary disability for the dates claimed; thus converting the "I" time to ~~SS~~ disability accordingly.
5. Mr. Boyd's pay plan is agreed by the Parties as outlined below.
6. This grievance is settled.

Grievance No. 2007-16 – Charles Boyd

WHEREAS, on October 15, 2007, Local 587 filed a grievance on behalf of Charles Boyd related to conversions of sick time pertaining to a workers compensation settlement agreement (OJCC Case Nos. 01-009414 and 03-008269);

WHEREAS, the City subsequently reversed the payroll actions;

WHEREAS, the Parties wish to resolve this grievance amicably;

THEREFORE, the Parties agree as follows:

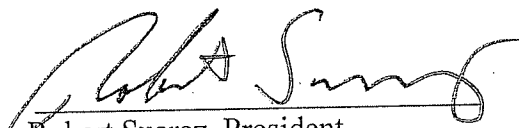
1. The Parties agree to a pay plan to convert "I" (ill) time to 2/3 D for April 11, April 14, April 17, April 20, April 23, April 26, May 2, May 5, May 8, May 11, May 14, May 17, May 20, May 23, May 26, May 29, June 1, June 4, June

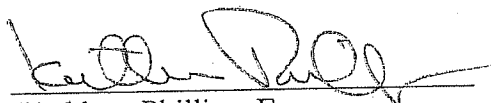
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7, August 9, 2006; for a total number of converted "I" time hours of 393.2 at a rate of \$38.5042 ("the Conversion"). The Conversion will take place at a rate of 20 hours per pay period starting with the pay period end date of June 21, 2008. Mr. Boyd will have the option of converting at a faster rate upon giving the Payroll Administrator notice at least 1 week prior to the end of the pay period.

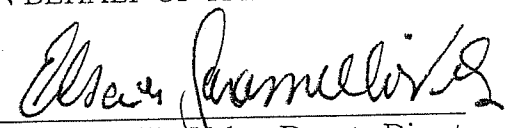
2. Further, the Parties agree to convert from "I" time to 2/3 D (temporary disability) from 2/19/08 through 3/11/08 at 15 hours per pay period at the current hourly rate. This conversion will commence after the expiration of the 2006 pay plan conversion. Mr. Boyd will have the option of converting at a faster rate upon giving the Payroll Administrator notice at least 1 week prior to the end of the pay period.
3. This grievance is settled.

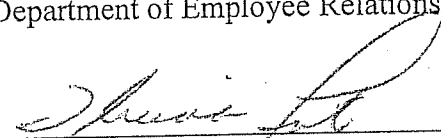
ON BEHALF OF THE UNION:

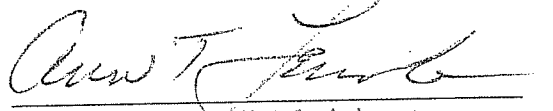

Robert Suarez, President
IAFF, Local 587


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ON BEHALF OF THE CITY:

 6/20/08
Elsa I. Jaramillo-Velez, Deputy Director
Department of Employee Relations


Iliana Forte, Assistant City Attorney
Attorney for City of Miami


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Department of Employee Relations