

**RESOLUTION NO. 2019-064**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, RESOLVING DISPUTED IMPASSE ISSUES IN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS ("I.A.F.F."), LOCAL 1102, AND THE CITY OF HIALEAH, FLORIDA, FOR THE PERIOD BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, AND AS STATUS QUO THEREAFTER UNTIL CHANGED PURSUANT TO LAW, SUBJECT TO RATIFICATION BY VOTE OF THE BARGAINING UNIT MEMBERS REPRESENTED BY I.A.F.F. LOCAL 1102 AND THE CITY COUNCIL THEREAFTER.

**WHEREAS**, the City of Hialeah has engaged in good faith collective bargaining with Local 1102 of the International Association of Fire Fighters for more than two years, but the parties have been unable to reach agreement; and

**WHEREAS**, impasse was declared pursuant to Florida law and all statutory requirements of the impasse proceedings, styled as *Hialeah Association of Firefighters, International Association of Fire Fighters, Local 1102 v. City of Hialeah*, Florida Public Employees Relations Commission Case No. SM-2017-006, have been fulfilled; and

**WHEREAS**, on June 7, 2019, the City Council, sitting as the legislative body for purposes of Florida Statutes Section 447.403, conducted a public hearing and heard presentations of the parties' respective positions and recommendations for resolving the impasse; and

**WHEREAS**, the City Council has duly deliberated and has thereby reached its decision on resolving the impasse, which will be implemented through this Resolution; and

**WHEREAS**, the City Council's action to resolve the disputed impasse issues is in the best interests of the public, including the interest of the public employees involved; and

**WHEREAS**, the City Council declares that the language in this Resolution is the official action of the City Council and is its full and complete expression of its intent; and

**WHEREAS**, it is the City Council's intent and purpose that should the proposed collective bargaining agreement, as modified by the language modifications of certain articles as set out in Exhibits A through F not be ratified by all the parties, then the City Council, by this Resolution, will resolve the impasse by imposing the provisions of Exhibits A through F for the

first fiscal year that was the subject of negotiations and which will take effect going forward from the date of this Resolution or as otherwise set forth in those provisions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIALEAH THAT:

**Section 1.** The foregoing facts and recitations are true and correct and are incorporated by reference as if set forth fully here.

**Section 2.** The modifications to the language of certain articles of the Collective Bargaining Agreement dated October 1, 2013, through September 30, 2016, as set out in Exhibits A through F, are hereby incorporated as a part of this Resolution and are hereby adopted in resolution of the impasse pursuant to the requirements of Florida law.

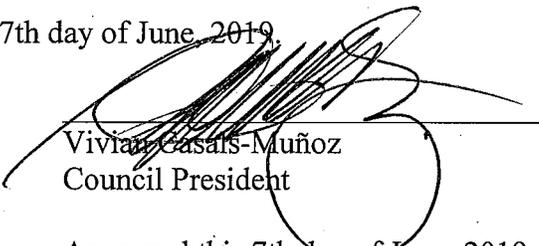
**Section 3.** The Collective Bargaining Agreement dated October 1, 2013, through September 30, 2016, as amended by Exhibits A through F, the resolved impasse issues, shall be submitted to the members of the bargaining unit represented by I.A.F.F. Local 1102 for ratification and, if ratified, to the City Council of the City of Hialeah for ratification.

**Section 4.** If the aforesaid Collective Bargaining Agreement is not ratified by all parties, the City Council by this Resolution and according to applicable State law, hereby imposes the changes set forth in Exhibits A through F for the first fiscal year that was the subject of negotiations, all other terms of the expired Collective Bargaining Agreement to remain unchanged, and which will then become the status quo going forward from the date of this Resolution.

**Section 5. Effective Date.**

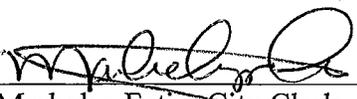
This Resolution shall become effective when passed by the City Council and signed by the Mayor.

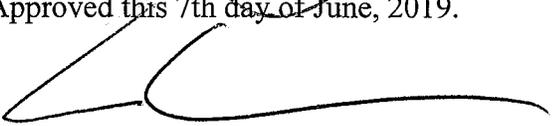
PASSED AND ADOPTED this 7th day of June, 2019.

  
Vivian Casals-Muñoz  
Council President

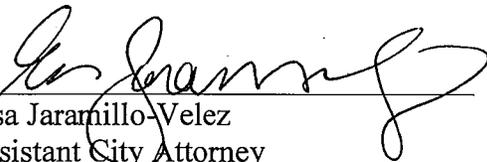
Attest:

Approved this 7th day of June, 2019.

  
Marbelys Fatjo, City Clerk

  
Mayor Carlos Hernandez

Approved as to legal form and sufficiency:

  
Elsa Jaramillo-Velez  
Assistant City Attorney

# **EXHIBIT A**

**ARTICLE 25**  
**PROMOTIONAL EXAMS**

**Section 1. Promotions.**

- a. All promotions within the ranks of the Hialeah Fire Department will be made within 60 days after a vacancy occurs (if an eligibility list is in effect). The City will make every effort to make promotions concurrent.
- b. This provision will not apply when the position is being abolished.
- c. All vacancies will be filled from the certified promotional list in effect at the time the vacancies occur. If a certified promotional list is not in effect, then the vacancies will be filled within 60 days from the certification date of the new promotional list.
- d. Multiple promotions to the same classification from the same eligibility list shall be appointed on different dates to preserve the ranking order on the eligibility list.
- e. There shall be no promotions made prior to the occurrence of a vacancy, excluding appointments to Division Chief.

**Section 2. Engineer.**

Promotional examinations for the position of Engineer, will be given no less than once every two (2) years as follows:

- a. Examinations for Engineers will be given in January 2015 2020.
- b. Should a list be exhausted six (6) months or more prior to the next regularly scheduled examination date a new test will be given and a new two (2) year cycle will be started. The new eligibility list shall be good until the certification of the next eligibility list, based on the two year testing cycle as stated above.
- c. Should a list be exhausted within six (6) months of a scheduled test, a new test will not be scheduled in the interim. The original test date will be adhered to.

**Section 3.**

Promotional examinations for the position of Lieutenant will be given no less than once every two (2) years as follows:

- a. Examinations for Lieutenants will be given in October 2014 2020.

b. Should a list be exhausted six (6) months or more prior to the next regularly scheduled examination date, a new test will be given and a new two (2) year cycle will be started. The new eligibility list shall be good until the certification of the next eligibility list, based on the two year testing cycle as stated above.

c. Should a list be exhausted within six (6) months of a scheduled test, a new test will not be scheduled in the interim. The original test date will be adhered to.

**Section 4. Captains.**

Promotional examinations for the position of Captain will be given no less than once every three (3) years as follows:

a. Examinations for Captain will be given in October ~~2014~~ 2020.

b. Should a list be exhausted six (6) months or more prior to the next regularly scheduled examination date, a new test will be given and a new three (3) year cycle will be started. The new eligibility list shall be good until the certification of the next eligibility list, based on the three (3) year testing cycle as stated above.

c. Should a list be exhausted within six (6) months of a scheduled test, a new test will not be scheduled in the interim. The original test date will be adhered to.

**Section 5. District Chief.**

Promotional examination for the position of District Chief will be given no less than once every three (3) years as follows:

a. Examinations for District Chiefs will be given in ~~September, 2014~~ July 2020.

b. Should a list be exhausted six (6) months or more prior to the next regularly scheduled examination date, a new test will be given and a new three (3) year cycle will be started. The new eligibility list shall be good until the certification of the next eligibility list, based on the three (3) year testing cycle as stated above.

c. Should a list be exhausted within (6) months of a scheduled test, a new test will not be scheduled in the interim. The original test date will be adhered to.

**Section 6. Assistant Chief of Operations**

Promotional examinations for the position of Assistant Chief of Operations will be given no less than once every three (3) years as follows:

a. Examinations for Assistant Chief of Operations will be given in October ~~2013~~ 2019.

b. Should a list be exhausted six (6) months or more prior to the next regularly scheduled examination date, a new test will be given and a new three (3) year cycle will be started. The new eligibility list shall be good until the certification of the next eligibility list, based on the three (3) year testing cycle as stated above.

c. Should a list be exhausted within (6) months of a scheduled test, a new test will not be scheduled in the interim. The original test date will be adhered to.

**Section 7.**

In the event an eligible list becomes exhausted early, the Human Resources Department and the Union agree to negotiate the earliest possible date in which a new examination will be given. Any person meeting the requirements of the position to be tested, except for time in service, and the educational requirements, and who will have the necessary time as of the last day of the appropriate, examination cycle, will be permitted to take the examination. All education requirements for the position tested will have to be satisfied as of the date of the regularly scheduled exam. Failure to satisfy the educational requirements by the date of the regularly scheduled examination will result in demotion or removal from the promotional list, which ever is applicable. The list, unless exhausted early, would then be good until the following appropriate examination cycle.

**Section 8.**

Not later than six (6) months prior to a written test being given, a notice will be posted on all Fire Department bulletin boards. Such notice shall contain the date, minimum passing score and a list of all books and/or reference materials from which one hundred percent (100%) of the questions for the written examination will be drawn.

**Section 9.**

The Human Resources Department agrees to meet with the Union to discuss what the duties and responsibilities of the position to be tested are, prior to the notice of examination being posted.

**Section 10.**

There will be no merging of names from one certified list to another. Individuals wishing to have their name on a new certified list will be required to take the new examination. The life of a certified list shall terminate upon the Personnel Board approving a new certified list.

**Section 11.**

a. On the day of the written examination, each applicant will be permitted to throw out five (5) questions of their choice. If in the event the applicant does not select a total of five (5) questions to be thrown out, the City shall automatically throw out up to a total of five (5) of the last five (5) questions of the examination. The remaining 100 questions will be those questions graded and scored for the applicant. There will be no challenge to the examination process, even though employees will be allowed to review their own test questions and answers.

b. All City requirements to test an applicant will be completed 90 days from the date the test is administered.

c. All written exams shall be 105 questions in length, prior to five (5) questions being thrown out.

d. Test results from the written portion of the exam shall be made available within fifteen (15) days after said portion of the exam was given.

**Section 12.**

The City will do an item analysis of the written examination and in those cases where fifty percent (50%) or more of the individuals taking the examination miss a question, said questions will be reviewed to determine that the key was properly scored and the proper foil was selected for that answer. If corrections are appropriate then the foil will be corrected, and the scores adjusted accordingly.

**Section 13.**

As soon as the final grade has been determined it will be sent to the Personnel Board for certification at their next regularly scheduled meeting.

**Section 14.**

All examination cycles for determining the proper quarters in which the examinations are to be given will be based upon a calendar year. Any individual who would be qualified, (as it relates to time in grade only), to sit for the examination as of the last day of the appropriate quarter shall be considered eligible to sit for said examination.

**Section 15.**

In any instance in which an individual on an eligibility list is passed over for appointment to a position within the classified service, the City will personally notify that individual prior to the announcement of any appointment, and will, where appropriate, counsel the individual. The

individual will also be notified in writing.

**Section 16. Educational Requirements.**

The following educational requirements will take effect as stated below for the next test cycle of promotional examinations for the rank of Fire Engineer through Assistant Chief of Operations, as part of the normal qualifications for the different ranks in the Fire Department. In order to be eligible to sit for the above stated examinations, all educational requirements, as listed below, must be met prior to the examination date:

<b><u>Rank</u></b>	<b><u>Educational Requirements</u></b>
Fire Engineer	Fire Service Hydraulics and Fire Apparatus and Procedures in the curriculum of an accredited college, university or an accredited State Fire Academy.
Lieutenant	Four (4) total Fire Science courses in the curriculum of an accredited college, university or an accredited State Fire Academy as follows: one (1) course in Tactics and Strategy, one (1) course in Supervision. State of Florida Paramedic certification. Employees hired prior to 1999 shall be considered eligible for this examination without being State of Florida Paramedic Certified.
Fire Captain	<u>Two</u> (2) year Degree as in contract
District Chief	<u>Two</u> (2) year Degree as in contract
Assistant Chief of Operations	<u>Two</u> (2) year Degree as in contract

Anyone taking the promotional examination for Lieutenant will be awarded 2 points for having their paramedic certification.

Anyone taking the promotional examination for Engineer or Lieutenant will be awarded points for education. The breakdown is as follows: Associate's Degree as specified in the contract, 1 point; Bachelor's Degree (other than those identified in the contract), 2 points; Bachelor's degrees for degrees specified in the contract, 3 points; Master's degree for degrees specified in the contract, 4 points.

Anyone taking the promotional examination for Captain, District Chief, or Assistant Chief of Operations will be awarded points for education. The breakdown is as follows: Bachelor's Degree (other than those specified in the contract) 1 point; Bachelor's Degree as stated in the contract/ 3 points; Master's Degree/ in those degrees as stated in the contract, 4 points.

Anyone taking a promotional exam, through the rank of Assistant Chief of Operations, shall be awarded points for years of service with the Hialeah Fire Department at a rate of 0.25 points per year of service. Years of service shall be calculated from date of hire with the Department until date of written examination.

The following degrees will be considered for educational points: Fire Science, Fire Protection, Management, Public Administration, Business Administration, Nursing or, EMS from an accredited college or university.

**Section 17. Lieutenant's Test.**

The following requirements are in effect for the Combined Fire Lieutenant's test:

1. All applicants must be State of Florida certified paramedic except for employees hired prior to 1999.

2. Anyone promoted from the Lieutenants list is required to have and maintain Paramedic/Protocol Certification while a Lieutenant. Anyone who passes the Lieutenant's examination will be required to immediately obtain paramedic certification or be removed from the promotional eligibility list. For the purpose of this subsection, the term "immediately" shall mean the completion of the paramedic program and certification as a paramedic within two years of the examination date, unless extended once for good cause, within the discretion of the Fire Chief.

3. Anyone promoted from the Lieutenants list who fails to maintain their Paramedic/Protocol Certification will lose their specialty pay and have ninety (90) days to complete the appropriate requirements before reduction in rank. Anyone failing to complete the appropriate requirements within ninety (90) days will be reduced in rank back to their highest prior classification. Anyone who is reduced in rank and who successfully completes Paramedic/Protocol Certification shall be placed back on the Lieutenants list order according to their numerical grade after the ninety (90) days but not to exceed 270 days from the loss of certification will be reinstated upon the next available opening. Anyone not completing the

requirements before the ninety (90) day period will have their seniority frozen until reinstated to Lieutenant. Any cost related to being recertified will be at the employees expense and on their own time. Anyone exceeding the 270 day period will lose all seniority as a Lieutenant and be required to retest for the rank of Lieutenant. If loss of Paramedic/Protocol Certification is caused by the City, this section shall not apply.

4. The written portion of the examination shall account for seventy percent (70%) of the total score. The oral portion of the examination shall account for thirty percent (30%) of the total score.

# **EXHIBIT B**

## ARTICLE 37

### HEALTH INSURANCE PROVISIONS

#### Section 1.

The City offers ~~will provide~~ the following four (4) Options, with regard to Health Insurance to the health insurance options for IAFF members. Members may elect to enroll in one of the four options offered on a yearly basis as ~~provided herein~~. Once a member elects one of the options as ~~provided herein~~, the member will be enrolled in a term life policy, as provided by the City. If a current member has elected, or if a new member elects to enroll in ~~Option 3~~ the IAFF Group Health Program, the election shall be irrevocable.

#### Option 1. CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PROGRAM (HMO PLAN, PPO BASE PLAN, AND PPO PREMIER PLAN).

A. ~~The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. The In-Network co-payment for doctor office visits are \$25.00/visit and \$50.00/visit for specialists. In-Network co-insurance for doctor visits only will be paid at 100%, where the City will reimburse the negotiated charges. When utilizing In-Network providers, benefits will be paid at a 80/20% co-insurance basis. Should employees utilize Out of Network services, they will be responsible for increased deductibles and co-payments.~~

B. ~~When utilizing Out of Network doctors, hospitals or other services, benefits will be paid at 60%/40% co-insurance basis, in accordance with the City of Hialeah's Self Funded Group Health Program Summary Plan Description "SPD". References to maximum out-of-pocket expenses for in-network providers is \$4,000.00 per person. The deductible for In-Network services shall be \$1,000.00 per individual/ \$2,000.00 per family. Maximum out-of-pocket for Out of Network services is \$8,000.00 per person. Prescription drugs will require mandatory generic, if available. \$50.00 annual deductible for prescription drugs. The employee co-payment will be based on a four tier program: \$10.00 generic, \$30.00 brand, when no generic~~

~~available, with a formulary for brand names drugs \$50.00, when no generic available and more than one (1) brand is available, and self administered injectable drugs where member is responsible for 20% and \$250 per month out of pocket maximum. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment. Prescription drugs will require mandatory generic, if available. The deductible for Out of Network services shall be \$2,000.00 per individual \$4,000.00 per family.~~

~~C. Precertification is required, whether In Network or Out of Network, for all hospital admissions, outpatient surgery and diagnostic testing. Emergency Room co-pay shall be \$250.00. Urgent Care co-pay shall be \$50.00. Emergency and Non-Emergency Ambulance Services shall be \$75.00 per transport.~~

~~D. Effective January 1, 2014 the employee's biweekly contribution shall be:~~

- ~~1. Employee only \$43.27~~
- ~~2. Employee plus spouse \$100.38~~
- ~~3. Employee plus child(ren) \$93.71~~
- ~~4. Family \$140.71~~

~~E. The insurance year for purpose of deductibles under "B" above shall be January 1st of each year.~~

~~F. Expenses due to a vehicular accident which could be covered and payable by a zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by a participant dependent, or beneficiary and for which such insurance was available regardless of whether or not such coverage was actually purchased by the participant, beneficiary or dependent or whether or not such insurance was in force at the time of the accident, shall not be payable by the City's health insurance program.~~

**Option 2. CITY OF HIALEAH SELF FUNDED GROUP HEALTH PROGRAM PREMIER PLAN**

~~A. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider~~

~~network. When utilizing In Network providers, benefits will be paid at a 90% / 10% co-insurance basis. The In Network co-payment for doctor office visits are \$25.00/visit and \$50.00/visit for specialists. In Network co-insurance for doctor visits will be paid at 100% of the negotiated charges. Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments. Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a three (3) tier program: (1) \$10.00 generic; (2) \$30.00 brand, when no generic available; and (3) \$50.00 with a formulary for brand name drugs, when no generic available and more than one (1) brand's available. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment.~~

~~B. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 70%/30% co-insurance basis, in accordance with the City of Hialeah's Self-Funded Group Health Program, Summary Plan Description "SPD". References to maximum out-of-pocket expenses for In Network providers is \$3,000. The deductible for In Network services shall be \$500.00 per individual/ \$1,000.00 per family. Maximum out-of-pocket for Out-of-Network services is \$6,000 per person. Prescription drugs will require mandatory generic, if available. \$50.00 annual deductible for prescription drugs. The deductible for Out-of-Network services shall be \$750 per individual / \$2,250 per family.~~

~~C. — Pre-certification is required, whether In-Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing. Out-of-Network hospital benefits will be capped at the maximum allowable Medicare reimbursement rate or outpatient surgery (Out-of-Network), per day (maximum 3 days). Emergency Room co-pay shall be \$250.00. Urgent Care co-pay shall be \$50.00. Emergency and Non-Emergency Ambulance Services shall be \$75.00 per transport.~~

~~D. Effective January 1, 2014 the employee's biweekly contribution shall be:~~

- ~~1. — Employee only \$73.15~~
- ~~2. — Employee plus spouse \$169.66~~
- ~~3. — Employee plus child(ren) \$158.37~~
- ~~4. — Family \$237.82~~

~~E. The insurance year for purpose of deductibles under "B" and "C" above shall be January 1 each year.~~

F. A. Upon the effective date of this Agreement or of imposition, the City agrees to contribute 50% towards the individual coverage for the employee enrolled in any one of the City's health insurance plans, i.e. the HMO Plan, PPO Base Plan, or PPO Premier Plan. If the employee elects any form of dependent coverage (i.e. employee and spouse, employee and child(ren), and employee and family coverage), the City agrees to contribute 50% of the total premium for the employee and dependents. The HMO benefits as of January 1, 2019 are included in the Benefit Summary for the HMO Plan and the PPO benefits as of January 1, 2019 are included in the Benefit Summaries for the Base Plan and Premier Plan (See Appendix "A").

B. For calendar year 2020, the in-network co-pay shall not exceed \$25.00/visit for the primary care physician and \$50.00/visit for the specialist in any PPO Plan. The emergency room co-pay shall not exceed \$500.00 in any PPO Plan. The prescription deductible shall not exceed \$100.00 in any PPO Plan. When utilizing in-network services, benefits will be paid at a percentage not to exceed 30% co-insurance for the employee after meeting the annual deductible in any PPO Plan. When utilizing non-network services, benefits will be paid at a percentage not to exceed 50% co-insurance for the employee after meeting the annual deductible in any PPO Plan.

C. For calendar year 2020, the in-network deductible shall not exceed \$3,000.00 per individual/\$9,000.00 per family, and the non-network deductible shall not exceed \$6,000.00 per individual/\$18,000.00 per family in any PPO Plan. The out-of-pocket maximum for in-network services shall not exceed \$7,000.00 per person/\$21,000.00 per family with a separate prescription out-of-pocket maximum of \$3,000.00 per person/\$9,000.00 per family, and the out-of-pocket maximum for non-network services shall not exceed \$12,000.00 per person/\$36,000.00 per family for any PPO Plan with a separate prescription out-of-pocket maximum of \$3,000.00 per person/ \$9,000.00 per family in any PPO Plan. The co-pays for prescription drugs shall not exceed \$10.00 for tier 1, \$45.00 for tier 2, \$65.00 for tier 3, and 30% of eligible expenses for tier 4 in any PPO Plan.

D. Expenses due to a vehicular accident for which the employee and/or his or her covered dependent(s) could have been covered and paid through a statutory required zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by the participant, and/or his or her covered dependent(s), and for which such insurance was available regardless of whether or not such coverage was actually purchased by the participant,

and/or his or her covered dependent(s), and whether or not such insurance was in force at the time of the accident, shall not be payable by the City's Health Insurance Program. This is not intended to preclude from coverage employee A, who is injured in an accident involving employee B's vehicle, when employee B does not comply with this section, unless employee A is a covered dependent under employee B's city insurance.

F.

~~G. Schedule of Benefits for Comprehensive Major Medical Benefits and a summary of Covered Services as provided on Risk Management's Memorandum dated October 25, 2013.~~

**Option 3 2. IAFF UNION GROUP HEALTH PROGRAM.**

A. The City agrees to provide funding in the following monthly amounts per employee participating in this plan to defray a part of the costs of a self-insurance program to be offered and administered by the Union.

The City ~~currently~~ shall contribute the following to the union:

1. Employee only - \$268.10
2. Employee plus 1 - \$501.06
3. Employee plus 2 or more - \$1,000.23

~~Upon ratification, the City's contribution to the Union plan will remain the same.~~

B. The City shall remit its portion to the plan no later than the first (1st) of each month. The employee's portion shall be remitted in the same manner as other Union deductions, and shall be deducted from the first paycheck each month.

**Option 4. HEALTH MAINTENANCE ORGANIZATION (HMO).**

~~A. The City agrees to contribute up to the following monthly amounts per employee to offset the cost of the alternate Health Maintenance Organization (HMO) Plan, approved by the City.~~

~~Effective January 1, 2014, the City monthly HMO contribution shall be:~~

- ~~1. Employee only \$259.38~~

- ~~2. Employee plus one dependent \$467.57~~
- ~~3. Employee plus two or more dependents \$675.75~~

~~Should the actual premium charged by the HMO be greater than the contribution made by the City for either employee only, employee plus one dependent or employee plus two or more dependents, the employee will be responsible for any difference in premium cost. The City understands that the HMO coverage provided by the City has a limited service area in South Florida. As an alternative to those eligible retirees who reside outside the service area and wish to procure group health coverage through an alternate HMO carrier, the City will provide a contribution that will be no more than what the City contribution would be if the retiree had selected the HMO Option 3. In order to receive this contribution, the retiree will provide proof of purchase of individual single coverage through an alternate HMO carrier.~~

~~B. Any employee, whose spouse is also employed by the City, will be allowed to carry Dependent coverage.~~

~~C. An employee participating in Option 1, 2 or Option 4 is eligible to participate in a group dental plan selected by the parties. The total cost of the dental plan shall be paid by the employee.~~

### **Section 2.**

a. Existing employees as of November 15, 2013, and all new employees hired on or after November 15, 2013, if they retire in a vested retirement under Hialeah Code §70-239, shall be given the option to obtain or continue any group health insurance offered to City employees but only at the full cost of the premium for such group health insurance (single, double or family offered by the City).

b. Existing employees as of November 15, 2013 and new employees hired on or after November 15, 2013 that retire with a total and permanent disability based on non-job related injury and circumstances shall pay the full cost of the insurance premium for group health insurance (single, double or family coverage offered by the City).

### **Section 3.**

(a) The City shall pay the full cost of the premium for individual coverage only, but only up to the cost of single coverage under the most basic City-sponsored health insurance plan offered by the City, for retired employees hired prior to October 11, 2006 who meet the

following criteria: The employee must (i) have retired in accordance with the retirement plan, or retired with a total and permanent disability retirement; and (ii) have been covered by the City's group insurance at the time of separation from employment, and must elect to continue such coverage at the time of separation from employment such that there is no gap in coverage. The retired employee shall be responsible for paying the full cost of any coverage, including dependent coverage, selected by the retired employee that exceeds the cost of the premium for individual coverage.

(b) Employees hired on or after October 11, 2006, who participate in the Employees General Retirement System and retire on a normal retirement in accordance with the retirement plan or with total and permanent disability retirement, may elect to continue group health insurance coverage in any City sponsored plan offered, so long as the employee, is covered by the City's group health insurance at the time of separation from employment, and elects to continue such coverage following separation from employment such that there is no gap in coverage, and provided the employee pays the active employee rates for individual health insurance coverage in effect at each open enrollment period until the retiree reaches the age of 65. The city shall pay the full cost of the premium for such retiree's individual coverage when the retiree attains eligibility for and enrolls in Medicare Part A and Part B. The retired employee shall be responsible for paying the full cost of any coverage, including dependent coverage, selected by the retired employee that exceeds the cost of the premium for individual coverage.

(c) Employees hired on or after April 1, 2012, who do not participate in the Employees General Retirement System, and who retire after completing at least 20 years of service, may elect to continue group health insurance coverage in any City sponsored plan offered, so long as the employee is covered by the City's group health insurance at the time of separation from employment, and elects to continue such coverage following separation from employment such that there is no gap in coverage, and provided the retired employee pays the full cost of any premium for coverage in effect at each open enrollment period for the retiree and the retiree's dependents.

(d) Beginning November 15, 2013, any employee who participates in the Employees General Retirement System and (i) retires on a vested retirement (the employee has at least 10 years of service but less than 20 years of service and 70 points) pursuant to code section 70-239 and is at least 55 years old on the date of separation from city employment, or (ii) who retires on

a non-job related or not connected to an in-line-of-duty injury total and permanent disability retirement, may elect to continue group health insurance coverage in any City sponsored plan offered, so long as the employee is covered by the City's group health insurance at the time of separation from employment, and elects to continue such coverage following separation from employment such that there is no gap in coverage, and provided the retired employee pays the full cost of any premium for coverage of the retiree and the retiree's dependents.

(e) Employees who participate in the Employees General Retirement System and separate from city employment before age 55 with at least 10 years but less than 20 years of credited service, and receive a deferred vested retirement benefit pursuant to code section 70-239, are not eligible for continued group health insurance coverage through a City sponsored plan following separation from city employment.

(f) Secondary-payer upon subsequent employment. This section shall take effect on ratification or imposition, and shall be applicable to all city employees who retire on or after the effective date. The city's health insurance plan provided to all employees eligible to join the city's group plan and receive coverage as provided herein, shall be secondary payer if, at any time after retirement, a retired city employee is employed by any organization, entity or business that offers insurance coverage or any other employer-funded medical expense reimbursement plan to the retired city employee, whether on a voluntary basis or as required by law, and regardless of whether the retired city employee elects the coverage offered by a subsequent employer. If a retired city employee is offered health insurance coverage or any other employer-funded medical expense reimbursement plan by a subsequent employer and declines such coverage, the retired city employee's eligibility to receive coverage in the city's group plan as provided herein shall terminate. If the retired city employee misrepresents employment or the availability of employer-based coverage or any other employer-funder medical expense reimbursement plan, the retired city employee shall forfeit the right to insurance coverage as provided in this section. In no event will the city provide dependent coverage to a retired city employee who is employed by another employer that offers such coverage.

# EXHIBIT C

## ARTICLE 38

### PENSION

#### **Section 1.**

The pension benefits and member contributions of bargaining unit employees who participate in the City of Hialeah Employees Retirement System shall be as provided in sections 70-96 through 70-269, Hialeah City Code (the "Plan"), except as otherwise provided in this Article. The Plan changes contained in this Article shall take effect on the effective date of the ordinance implementing the changes (the "effective date").

#### **Section 2.**

The accrued pension benefits of all bargaining unit employees who are members of the Plan (except as otherwise provided in Section 6 below) will be frozen on the effective date, as provided herein. The frozen accrued benefit of each member who is employed and not participating in the DROP on the effective date shall be calculated based on the Plan provisions in effect on the day before the effective date, and each member's credited service and average final compensation on that date. All such members shall be 100% vested in the frozen accrued benefit earned prior to the effective date (2% multiplier for members who separate from employment before the normal retirement date, and 3% multiplier for members who separate from employment and retire on or after the normal retirement date), and will be eligible to receive the frozen accrued benefit upon reaching the normal retirement date in effect prior to the freeze (completion of 20 years of credited service and age plus years of service equal 70 or 76, as applicable), and separation from City employment. Such members will accrue benefits on and after the effective date in accordance with Section 3 below.

#### **Section 3.**

Plan benefits for credited service on and after the effective date shall be the same as the Plan provisions in effect prior to the effective date, except as follows:

- a. The benefit multiplier shall be 2.75% for credited service earned on and after the effective date, and the 1.5% per year additional retirement benefit for credited service after 25 years shall be eliminated.

- b. The maximum benefit shall be 79.5% of average final compensation at retirement, which will apply to the benefits earned before and after the effective date.
- c. Average final compensation shall be the average of the highest annual compensation received by a member during the highest 5 years of credited service; provided, in no event will a member's average final compensation be less than the highest 3 year average as of the effective date.
- d. The normal retirement date shall be age 55 with 10 years of credited service, or age 52 with 25 years of credited service.
- e. Plan compensation shall be base pay only. All other types of compensation shall be excluded for pension purposes.
- f. There shall be no cost of living adjustment on benefits based on credited service earned on and after the effective date.
- g. Members shall not be eligible to purchase additional credited service after the effective date.
- h. A member may enter the DROP upon attaining age 52 with 25 years of credited service.

#### **Section 4.**

The member contribution for all members, including members who have reached normal retirement eligibility by the effective date, shall increase by an additional 6% of compensation on the effective date, for credited service on and after the effective date. A member who separates from City employment prior to vesting may obtain a refund of the additional 6% member contribution with interest at the rate of three percent per annum. Members shall have the option of using whatever portion of the 7% annuity savings fund contribution that is not being used to pay the 4% retirement plan contribution toward the additional 6% member contribution. If the Parties do not ratify an agreement increasing the member contribution by an additional 6% of compensation, then the salary of all bargaining unit members will be decreased across the board by six percent (6%) as of the date of imposition.

**Section 5.**

The purchase of service credit pursuant to section 70-208 of the Plan shall be irrevocable, and any member who has purchased service credit pursuant to section 70-208 of the Plan shall be prohibited from selling such service credit back to the Plan.

**Section 6.**

The benefit reductions in Sections 2 and 3 above shall not apply to any member who reached normal retirement eligibility before the effective date.

**Section 7.**

Bargaining unit members who are employed and not participating in the DROP on the effective date, and who have not reached normal retirement eligibility before the effective date, shall be eligible for a retirement benefit in two parts: (1) the frozen accrued benefit based on the member's credited service and the Plan provisions in effect on the day before the effective date, payable upon entry into DROP or separation from City employment on or after the normal retirement date in effect on the day before the effective date; and (2) the accrued benefit based on credited service and the Plan provisions in effect on and after the effective date, payable upon entry into DROP at age 52 with 25 or more years of credited service, or separation from City employment on or after age 55 with 10 or more years of credited service, or age 52 with 25 or more years of credited service. Notwithstanding any other provision of this Article, in no event shall a member's benefit (including the basic pension) be less than 2.75% of average final compensation for all years of credited service.

**Section 8.**

The maximum DROP period will be extended to 60 months effective February 28, 2016, for all members who entered the DROP on or after February 28, 2016 and before the effective date. All members who are participating in the DROP on the effective date may extend their maximum DROP participation period to 60 months from date of DROP entry, by submitting a DROP extension form provided by the City within 30 days following the effective date. Members who entered the DROP on or after February 28, 2016, reached the 36 month maximum DROP participation period and separated from City employment, may apply for reemployment, and upon reemployment may reinstate their DROP participation and City employment for up to a

maximum of 2 additional years. Such members may be required to repay any benefits received from the pension plan following separation from employment. The maximum DROP participation period shall be 36 months for members who enter the DROP after the effective date.

**Section 1.**

~~The Union and the City agree that funding of the Employee's Retirement System shall no longer be on a fixed contribution basis, but rather shall be on an actuarial basis as recommended from year to year by the City's certified Retirement System actuary or as provided by state law. The goal and objective of the system is to be funded at 100%, based upon an amortization of the System's liability over a thirty (30) year period.~~

**Section 2.**

~~Vested Retirement under Hiialeah Code §70-239, minimum of 10 years of service with less than 70 points for existing employees as of November 15, 2013 and with less than 76 points for new employees hired on or after November 15, 2013, provides a 2% multiplier for each year of service. Benefits to be paid when retiree reaches the age of 59½ years. No base pension.~~

**Section 3.**

**Existing employees:\***

~~70 Point Plan requires a minimum of twenty (20) years of service. Age and years of service, when added together must equal at least seventy (70) points.~~

**New employees:\*\***

~~76 Point Plan requires a minimum of 20 years of service. Age and years of service, when added together must equal at least 76 points.~~

**Section 4.**

**Existing employees:\***

~~Normal retirement benefits under the 70 Point Plan provides a 3% multiplier for each year of service with a maximum of 75% except as provided hereinafter as an additional retirement benefit, and a 2% COLA for 10 years as provided in the Hiialeah Code.~~

**\*Employees or members as of November 15, 2013**

**\*\*Employees or members hired on or after November 15, 2013.**

**New employees:\*\***

~~Normal retirement benefits under the 76 point Plan provides a 3% multiplier for each year of service with a maximum of 75% except as provided hereinafter as an additional retirement benefit, and a 1% COLA for 10 years as provided in the Hiialeah Code.~~

~~Additional Retirement benefits:~~

~~For all members who have reached the maximum of 75% based on 25 years of service may receive an additional 1.5% for each additional year of actual service up to a maximum of three (3) years or a total of 79.5%. This section incorporates members who have already attained 25 years of service but have not entered the DROP.~~

~~Section 5.~~

~~Existing employees:\*~~

~~The base pension for the 70 point plan shall be \$1,800.00 annually.~~

~~New employee:\*\*~~

~~No base pension.~~

~~Section 6.~~

~~On or about October 1st of each year the City shall continue to deduct from the interest earned by all City employees participating in the pension plan \$200,000.00 from the employee annuity fund. Said prorated amount from members of this unit to be deducted and transferred to the pension reserve fund. However, should the annual actuarial report determine that the City contributions to the pension plan is 12% or less, there shall be no such deduction.~~

~~Section 7.~~

~~Employees shall be permitted to buy back a maximum of four (4) years service. The cost to be totally paid by the employees, and calculated by the formula approved by the Retirement Board.~~

~~\*Employees or members as of November 15, 2013~~

~~\*\*Employees or members hired on or after November 15, 2013.~~

~~Section 8. Member or employee contribution.~~

~~A. Existing employees or members:\*~~

~~1. For Fiscal year 2013-2014 (October 1, 2013 through September 30, 2014), the member contribution to the pension system shall be five (5%) of the annual compensation which includes the same components (salary, special pay and longevity payments) that are used for determining the pension benefits.~~

~~Member contributions that accrue from October 1, 2013, to date of ratification and acceptance by the City shall be prorated over the balance of the year if a member retires or separates from employment during the fiscal year, an adjustment shall be made in a final paycheck to reflect the amount owed up to date of separation.~~

~~2. For all subsequent years, the member contribution to the pension system the member contribution of the pension system shall be four (4%) of the annual compensation which includes the same components (salary, special pay and longevity payments) that are for determining the pension benefits. If the funding for the pension system exceeds 80%, then the member contribution is reduced to 3%. If the funding for the pension system exceeds 100%, then there will be no membership contribution. At no time will the City without cause underfund the pension system in order to avoid reducing the member contribution as stated herein.~~

~~3. For existing employees who are eligible for normal retirement benefits (having attained 70 points with 20 years of service), are exempt from this requirement.~~

**B. New employees or members:\*\***

~~The member contribution to the pension system the member contribution of the pension system shall be four (4%) of the annual compensation which includes the same components (salary, special pay and longevity payments) that are for determining the pension benefits. If the funding for the pension system exceeds 80%, then the member contribution is reduced to 3%. If the funding for the pension system exceeds 100%, then there will be no membership contribution. At no time will the City without cause underfund the pension system in order to avoid reducing the member contribution as stated herein.~~

**\*Employees or members as of November 15, 2013**

**\*\*Employees or members hired on or after November 15, 2013.**

**Section 9.**

~~Members having reached retirement requirements will be allowed to elect joint and survivor option prior to retiring and will retain that election until actual retirement from the System. The member shall reserve the right to change election up to the last day in the employ of~~

~~the City. Should the member die on or off the job, while still employed with the City, the member's spouse or named beneficiary would then begin receiving retirement benefit as provided for under the joint and survivor benefit, based on age and years of service.~~

**Section 10.**

~~Board of Trustees:~~

- ~~(a) — One (1) trustee appointed by the Mayor.~~
- ~~(b) — One (1) trustee appointed by the Council.~~
- ~~(c) — Four (4) trustees elected, one from each group: Management, AFSCME, PBA, and IAFF.~~
- ~~(d) — The seventh (7th) member elected by majority vote by the appointed elected trustees from the membership.~~

**Section 11.**

~~Change age requirement to the following: individuals under age 55 must join the retirement system; individuals 55 or older at the employee's option may join the retirement system.~~

**Section 12.**

~~Firefighter state educational money shall be included in their retirement gross pay.~~

**Section 13.**

~~The City shall provide a Deferred Retirement Option Program (DROP). A bargaining unit member in full duty status has the option to participate in a DROP following completion of 25 years of membership service credit comprising of actual work (without purchase of time) and at least 70 points (existing employees and at least 76 points (new employees) representing the sum of the member's age and years of service. The maximum duration of the DROP is 36 months and participation will end if the bargaining unit member resigns, is placed on permanent light duty status, dies or is terminated for good cause. Chapter 70 will be amended to establish a DROP under the terms as reflected in proposed ordinance that is attached.~~

**Section 14.**

~~Section 70-98 of the City of Hialeah Employee's Retirement System will be amended as follows:~~

~~All amendments to this plan shall be subject to the collective bargaining requirements of the State of Florida.~~

**Section 15.**

~~If the City and sworn police officers approve changes to the pension system that are monetarily more favorable than the provisions in this agreement such as a lower rate of member contribution, an increase pension multiplier, earlier retirement benefits, longer DROP or a higher COLA, then such terms shall be offered to the IAFF members for ratification.~~

# **EXHIBIT D**

**ARTICLE 50**  
**PAY PLAN**

**Section 1. Salary Increases.**

There shall be no salary increases during Fiscal Year 2013-2014 and during Fiscal Year 2014-2015. Effective October 1, 2015, there shall be a three percent (3%) salary increase. If during fiscal year 2015-2016, the gross revenue of the general fund of the City exceeds \$123 million, the salary increase shall be four percent (4%). If during fiscal year 2015-2016, the gross revenue of the general fund exceeds \$128 million, the salary increase shall be five percent (5%). across-the-board pay increases. If the Parties do not ratify an agreement increasing employee contributions to the pension by six percent (6%), then salary will be decreased across the board by six percent (6%) as of the date of imposition.

**Section 2. Salary Schedule.\***

	Trainee	1	2	3	4	5	6	7	8	9
Firefighter	1300	1704	1789	1879	1973	2071	2174	2284	2399	2519
Engineer						2199	2308	2426	2547	2674
Lieutenant				2376	2496	2620	2751	2890	3035	
Captain							3166	3325	3492	
District Chief							3379	3549	3726	

\* This schedule will be adjusted to reflect a six percent (6%) reduction if necessary pursuant to Section 1.

**Section 3.**

Fire Academy/Trainee: At the discretion of the City, an employee may be placed in academy status, from date of initial employment for special training purposes (i.e. EMT Training, EVOC, Diving, etc.), including both academy and/or special training until assigned to their respective shift.

**Step 1.** Applicable to probationary firefighters. See definition of Probationary Period in Article 1.

**Step 2-8.** Merit Steps (See Section 4 of this Article)

**Step 9.** Longevity Step – To be paid to any individual who has been in Step 8 of the same rank for at least one year and has a minimum of 15 years of service with the City. (See Section 4 of this Article)

**Promotional Salary Progression:**

Firefighter to Engineer:	5 to 5, 6 to 6, 7 to 7 and 8 to 8, 9 to 9
Firefighter to Lieutenant:	5 to 4, 6 to 5, 7 to 6, 8 to 7, 9 to 8
Engineer to Lieutenant	5 to 4, 6 to 5, 7 to 6, 8 to 7, 9 to 8
Lieutenant to Captain:	7 to 7, 8 to 7, 9 to 8
Captain to District Chief:	7 to 7 and 8 to 8, 9 to 9

**Section 4.**

a. ~~Merit Steps and the Special Longevity Pay are reinstated effective October 1, 2013 in conformity with Article 50, Section 4 of the Collective Bargaining Agreement dated January 11, 2012.~~

b. ~~Effective October 1, 2013, Merit Steps and the fifteenth Anniversary Longevity Pay shall be reinstated and Section 4 and all references to it shall be null and void, and have no legal effect. When Merit Step increases and Fifteenth Anniversary Longevity Pay raises resume on October 1, 2013, such increases and raises shall be based on the starting point of the bargaining unit member's status as of December 31, 2011. Accordingly, the time period of suspension (January 1, 2012 through September 30, 2013) shall not be included in the calculation of Merit Step increases and Special Longevity Pay raises.~~

\*Excluding Trainee to Step 1.

# **EXHIBIT E**

## ARTICLE 53

### OVERTIME

#### **Section 1.**

All work performed in excess of any employee's normal workweek shall be considered overtime work. Notwithstanding any provision of this Agreement or other agreement or understanding between the Parties to the contrary, only time actually worked shall be considered in the calculation of overtime pay or compensatory time.

Employees performing overtime work shall, at the discretion of the employee, be given compensatory time or overtime pay at the rate of time and one-half (1 ½) for such work.

#### **Section 2.**

Those employees required to work the City's recognized holiday shall be paid overtime pay in lieu of compensatory time unless otherwise requested by employee.

#### **Section 3.**

The maximum accumulation of compensatory time for shift workers, 40-hour work week employees, and 37 ½-hour work week employees shall be 480 hours. If an employee currently has more than 480 hours, he/she will be allowed to retain those hours, with a maximum pay out upon leaving the service of the City of 480 hours.

Any member with more than 480 hours or who by working overtime would accumulate greater than 480 hours, shall be paid overtime in all instances. Shift employees, upon reaching 480 hours, or those who already exceed 480 hours, shall no longer have the option of compensatory time, but instead shall be paid for all overtime.

All compensatory time earned after January 1, 2012 will be paid, at time of separation, at the rate of pay in effect at the time of separation or the average of rate of pay for the last three years of salary, whichever is higher.

#### **Section 4.**

In the event of an employee's permanent disability or death, 100% of his/her accumulated compensatory time shall be paid to the employee or his/her estate, at the hourly rate of pay in effect for that employee at the time of his permanent disability or death.

# **EXHIBIT F**

**ARTICLE 62**  
**SICK LEAVE**

**Section 1.**

The parties agree that care and discretion shall be exercised by Management and the Union in order to prevent the abuse of sick leave privileges. Excessive absences on account of trivial indispositions must be discouraged. "Excessive absences" are defined as sick leave usage in excess of 60 hours for a 37.5-hour work week schedule, in excess of 80.00 hours for a 40-hour work week schedule, and in excess of 6 occurrences for a 48 hour work week schedule. The hours/occurrences consist of time used during a consecutive twelve (12)-month period without medical certification that the employee was unable to work or provide written proof from a medical facility that the employee attempted to obtain an appointment, but was unable to do so. This documentation must be provided upon the employee's return to work. Sick leave used when the City shuts down all or a portion of its operations, or employees are otherwise requested not to report to work, will not be taken into account in calculating excess absences. For the purposes of this Article, the consecutive twelve (12)-month period shall commence on January 1, 2006, and continue for a twelve (12)-month period, and every consecutive twelve (12)-month period thereafter. Failure to provide documentation will result in the following:

**37.5-hour schedule:**

60.1 – 67.5 hours	Counseling
67.6 – 75.0 hours	Oral reprimand
75.1 – 82.5 hours	Written reprimand & a three (3) day suspension
82.6 – 90 hours	Ten (10) day suspension
90.1 hours or more	Termination

**40-hour schedule**

80.1-90.0 hours	Counseling
-----------------	------------

91.1-100.0 hours	Oral reprimand
100.1-110.0 hours	Written reprimand & a two (2)-day suspension
110.1-120.0 hours	Written reprimand & an eight (8)-day suspension
121.1 hours or more	Termination

**48-hour schedule**

7 occurrences	Counseling
8 occurrences	Oral reprimand
9 occurrences	Written reprimand & a one (1)-day suspension
10 occurrences	Written reprimand & a four (4)- day suspension
11 occurrences	Termination

The word “occurrence” in its singular form means any usage of sick leave or sick time during a shift or up to two consecutive shifts.

A. Progressive Discipline. Any employee receiving discipline, pursuant to Section 1 above, in consecutive years, shall be subject to having the prior year’s discipline carried over for purposes of progression. For example: An employee receiving the second step discipline in one (1) calendar year shall commence the next discipline in a consecutive year at the 3<sup>rd</sup> offense step. Discipline in a third consecutive year would commence at the 4<sup>th</sup> step offense, assuming no greater level than a 3<sup>rd</sup> step offense was reached in the prior year.

B. There shall be a minimum of three (3) disciplinary steps. In the event discipline is carried over pursuant to paragraph A above, an employee will be required to repeat the last disciplinary step of the prior year as the first disciplinary step of the current year.

**Section 2.**

No employee shall accept outside employment of any kind or nature whatsoever, during the employee's scheduled work hours or scheduled shift, nor engage in any form of self-employment while on sick leave.