

**AGREEMENT BETWEEN CITY OF HIALEAH,  
FLORIDA**

**AND**

**HIALEAH ASSOCIATION OF FIRE FIGHTERS  
I.A.F.F. LOCAL 1102**

**EFFECTIVE OCTOBER 1, 2019 – SEPTEMBER 30, 2022**

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## **AGREEMENT**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Hialeah, Florida (hereinafter referred to as “City”, or “employer”), and the Hialeah Firefighters, Local 1102, International Association of Firefighters (hereinafter referred to as “Employee Organization”, or “Union”), said Agreement to be effective on the day of ratification, unless otherwise provided herein, subject to ratification by the Employee Organization’s membership in accordance with PERC Rules and Regulations and ratification, and appropriation of the necessary funds to implement said Agreement by the Mayor and City Council of the City of Hialeah, Florida. The term of this Agreement shall be from October 1, 2019 through September 30, 2022.

### **ARTICLE 1**

#### **DEFINITIONS**

##### **Bargaining Unit.**

The City recognizes the Hialeah Firefighters, Local 1102, International Association of Firefighters as outlined in Certificate number 321, as amended from time to time, issued by the Florida Public Employees Relations Commission.

##### **Calendar Week.**

A consecutive period of seven (7) days, the first day of which is Sunday at 12:01 A.M.

##### **Court.**

Any court (municipal, county, state, or federal), agency or board having subpoena powers and exercising said power on an employee as a result of action or involvement in, or observance of, a situation while in his capacity as a Hialeah Firefighter.

##### **Employee.**

The use of the word employee or employees in this Agreement shall be construed as meaning those Firefighters of the Hialeah Fire Department for whom the Public Employees Relations Commission has recognized the International Association of Firefighters Local 1102 as the collective bargaining agent.

**Probationary Period.**

A period of one (1) year from the date of initial employment as a State Certified Firefighter, and those employees that complete an in-house Fire Academy. For those individuals required to first go through an outside Academy, their combined probationary periods shall not exceed twelve (12) months if an Officer from the Hialeah Fire Department is available to evaluate the employee while attending the outside Academy or fifteen (15) months if an Officer from the Hialeah Fire Department is not available to evaluate the employee while attending the outside Academy. To complete a final or last evaluation at the end of the probationary period, the employee is required to serve a minimum of three (3) months on line (24-hour shift). If a final or last evaluation cannot be completed within the twelve (12)-month, or fifteen (15)-month period, if applicable, then the probationary period shall be extended for such time so that the employee serves a minimum of three (3) months on line prior to the employee's final evaluation, but in no event shall the probationary period exceed fifteen (15) months. If an employee is injured either on or off the job, uses FMLA or Parental Leave, during their probationary period, their probationary period will be extended, based upon the amount of time the employee is off work, due to the injury, FMLA or Parental Leave. Probationary period for the promotion to the rank of engineer and higher shall be nine (9) months. Employees on probation for initial employment shall be evaluated monthly. Those firefighters promoted to Engineer or higher shall be evaluated every three (3) months during their probationary period. For the purpose of eligibility for the Engineer promotional exams, all employee probationary periods shall be considered ended, twelve (12) months from date of initial employment.

**Overtime Pay.**

The City will pay overtime at the rate of time and one-half (1 ½) for all hours worked in excess of the normally scheduled workweek.

**RDO.**

RDO stands for a regular duty day off for time earned as a result of working more than the normally scheduled 48-hour workweek.

**ARTICLE 2**

**PURPOSE AND INTENT**

It is the general purpose of this Agreement to provide for wages, benefits, hours and conditions of employment of employees covered by this Agreement, to prevent the interruption of work and interference with the efficient operation of the City and performance of City operations and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences and the promotion of harmonious relations between the City and the Employee Organization.

**ARTICLE 3**

**JOB DESCRIPTIONS**

No employee covered by this Agreement shall be required to do work outside his/or her classification except under emergency conditions as determined by the Mayor and/or the Fire Chief or anyone properly acting in either of those capacities. It is understood by the parties that the duties enumerated in the Job Descriptions are not always specifically described and are to be construed liberally. The City agrees to notify the Employee Organization of any change in the Job Descriptions of any classification in this Bargaining Unit.

**ARTICLE 4**

**RECOGNITION OF EMPLOYEE ORGANIZATION**

The City recognizes the International Association of Firefighters, Local 1102, as the exclusive bargaining agent for the Hialeah Firefighters.

**ARTICLE 5**

**UNION BUSINESS**

**Section 1.**

- a. The City shall not contribute any hours for use to conduct Union business. Bargaining unit members may contribute accrued leave hours for use for the conduct of Union business. Contributions to and deductions from this pool of hours shall be accounted for by Human

Resources according to the practices in place as of October 25, 2019, and subject to the restrictions and limitations set forth in this Agreement. The Union may use the balance of hours contributed by the City as of October 25, 2019, until such hours are exhausted.

- b. The President, or designee, shall be allowed release time off, in excess of the vacation selection approved in a shift provided that overtime is not incurred
- c. Release time shall be requested via Telestaff and submitted no later than 7:00 a.m. the duty pay prior to the date requested for use of the release time and such request shall be granted only if such request does not create overtime or cause a truck or other equipment to be taken out of service.
- d. Any time off requested under this Article must be requested via Telestaff and the request must be submitted no later than 7:00 a.m. on the duty day prior to the date requested for the time off, provided, however, that standby time may be requested at any time prior to the shift during which the standby time will be used, subject to the discretion of the Fire Chief or his designee. Any request made under this Article shall be granted only if it does not create overtime or cause a truck or other equipment to be taken out of service.

**Section 2.**

With approval of the Fire Chief up to three (3) members may be granted time off to attend any one function.

**Section 3.**

Any bargaining unit member who is serving as an officer in either the South Florida Council, Florida Professional Firefighters or International Union organization will be permitted an unlimited amount of standbys per year, to be paid for by said officer, in order to attend to the duties of the office held by said member in either the South Florida Council, Florida Professional Firefighters or International Union organization.

**Section 4.**

No more than three (3) bargaining unit members may be allowed release time to attend any collective bargaining session mutually set by the City and the

Union. No more than three (3) bargaining unit members may use release time at any one time to investigate and adjust grievances brought under the contractual grievance procedure.

**Section 5.** The President, or a single designee, shall be allowed time off, without loss of pay, from his regular employment when necessary to attend meetings of the City Council, Committee of the Whole, Personnel Board, or Retirement Board, both regular and special, that directly affect the unit. In the event the President utilizes an on-duty as his designee, the Fire Chief or shift commander shall be notified prior to the meeting of the name of the designee, and in the event the President is able to attend the meeting whether on-duty or off-duty, the designee shall immediately report back to work.

**Section 6.** The Union will be permitted to pay for Stand Bys for any bargaining unit members in order to conduct Union business. With approval of the Fire Chief or his designee, the “duty day before” Telestaff requirement shall not apply to this section.

**Section 7.** Time off from regular duty under the foregoing provisions shall be with pay.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

The City shall be represented by the Mayor, or a person or persons designated. The Mayor or his designated representatives shall have sole authority to conclude an Agreement on behalf of the City subject to ratification by an official resolution of the City Council. It is understood that the designated representatives of the City are the official representatives for the purpose of negotiating an Agreement. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City.

#### **Section 2.**

Pursuant and consistent with Chapter 447, Florida Statutes, the IAFF agrees that the City has and will continue to retain, whether exercised or not, the right to operate and

manage its affairs in all respects; that the powers or authority which the City has not officially abridged, deleted or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to:

1. the right to determine the organization of City Government;
2. to determine the purpose of each of its constituent departments;
3. to exercise control and discretion over the organization and efficiency of operations of the City;
4. to set standards for service to be offered to the public;
5. to direct the employees of the City;
6. to hire, examine, classify, promote, train, transfer, assign and schedule employees in positions within the bargaining unit;
7. to suspend, demote, discharge, or take other disciplinary action against employees for cause;
8. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
9. to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
10. to establish modify, combine or abolish job/pay positions;
11. to change or eliminate existing methods of operation, equipment or facilities;
12. to determine the methods, means and number of personnel needed or desirable for carrying out the City's mission; and
13. such other rights normally consistent with management duties and responsibilities for operating the City

**Section 3.**

The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Council.

**Section 4.**

Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the Grievance Procedure contained herein.

**Section 5.**

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Hialeah. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

**Section 6.**

The City agrees that it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the City of the names of such authorized representatives as to the execution of this Agreement as provided for in Article 7.

**ARTICLE 7**

**REPRESENTATION OF THE EMPLOYEE ORGANIZATION**

**Section 1.**

The Employee Organization shall be represented by a Negotiating Committee, said Committee to be designated by the President of the Employee Organization to the Mayor of the City and to the Fire Chief no later than April 1st prior to the expiration of any contract. The Employee Negotiating Committee shall have full authority to conclude an agreement on behalf of the Employee Organization, subject to ratification by a majority vote of those Employee Organization members voting on the question of ratification. A minimum of fifty percent (50%) of the membership of the Organization must vote on the question of ratification in order to constitute a valid election.

It is understood that the Employee Negotiating Committee is the official representative of the Employee Organization for the purpose of contract negotiations with the City. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the Employee Organization, shall be

deemed unauthorized and shall have no standing, weight, or authority in committing or in any way obligating the Employee Organization. The Employee Organization shall notify the Mayor and the Fire Chief, in writing, of any changes in the composition of the Employees Negotiating Committee. Up to three (3) members of the Committee shall be permitted to attend the negotiating sessions on-duty with no loss of pay or emoluments, provided that such members are a part of the bargaining unit.

**Section 2.**

The Union agrees that during the term of this Agreement, the Union and the employees covered hereunder shall deal only with the Mayor or his designated representative(s) in matters requiring mutual consent or other official action during the term of this Agreement.

**ARTICLE 8**

**UNFAIR PRACTICES**

**Section 1.**

It shall be an unfair practice for the City or its representatives to:

- a. Interfere with, restrain, or coerce employees in the exercise of rights granted in this Collective Bargaining Agreement.
- b. Dominate, interfere with or assist in the formation, existence or administration of any employee organization or contribute financial support to any such organization.
- c. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
- d. Discharge or discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint or given testimony or information alleging violations of this Agreement, or because he has formed, joined or chosen to be represented by any employee organization.

**Section 2.**

It shall be an unfair practice for the Union or its representatives or agents to:

- a. Restrain or coerce any employee in the exercise of any right granted under this Agreement, the City Civil Service Rules, State Law, or any other rules or regulations.

b. Cause or attempt to cause any employee to discriminate against another employee because of the employee's membership or non membership in any employee organization or attempt to cause the City to violate any right of the employee.

c. Discriminate against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony alleging violations of this Agreement.

**Section 3.**

Notwithstanding the provisions of Section 1 and 2, the party's right of free speech (as granted by the First Amendment of the United States Constitution) shall not be infringed upon and the expression of any argument or opinion shall not constitute or be evidence of any unfair practice or of a violation of this Agreement provided such expressions contain no promise, or benefit, or threat of reprisal or force.

**ARTICLE 9**

**NO STRIKE CLAUSE**

**Section 1.**

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of work stoppage, either during the term of or after expiration of a collective bargaining agreement.

**Section 2.**

Neither the Union nor any of its officers, agents, and members, nor any Union members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, or concerted stoppage of work.

**Section 3.**

Each employee who holds a position with the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in Florida Statute 447.505 and the Constitution of the State of

Florida, Article 1, Section 6. Accordingly, the Union, its officers, and other representatives agree that it is their continuing obligation and responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others and their responsibility, in event of breach of this Article or the law to return to work, and to disavow the strike publicly.

**Section 4.**

Any or all employees who violate any provision of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City.

**ARTICLE 10**

**PAYROLL DEDUCTION OF DUES**

**Section 1.**

The employer agrees to deduct, from the pay of those employees who individually request in writing that such deduction be made, bi-weekly, dues and assessments including optional union insurance provided for in Section 2 in a uniform amount certified to be current by the Secretary-Treasurer of the local union.

**Section 2.**

The City agrees to deduct union insurance under the following conditions:

- a. Once a year election of policy by employee prior to October 1st, of each year.
- b. Union will provide a list showing amounts and names of each individual for deduction.
- c. City will allow new sign-ups for policy or withdrawal at any time of year.

**Section 3.**

Political Action Committee and/or pre-paid legal service deductions shall also be permitted in accordance with the provision of Section 2.

**Section 4.**

The total amount of deduction shall be remitted by the Employer to the Union bi-weekly through direct deposit. This authorization shall remain in full force and effect during the term of this Agreement.

**ARTICLE 11**  
**BULLETIN BOARDS**

**Section 1.**

The employer agrees to furnish and maintain acceptable bulletin boards in convenient places in each station or work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. A reasonable location and size to be approved by the Fire chief or his designee.

**Section 2.**

The City shall provide bulletin board space, which shall be used only for the following notices:

- a. Recreation and special affairs of the Union;
- b. Union meetings;
- c. Union elections;
- d. Reports from Union committees and principal officers;
- e. Copies of Union contract;
- f. Union benefit programs;
- g. Training and educational opportunities; and
- h. No slanderous material in reference to the Department or City Administration shall be posted.

**Section 3.**

The Union shall be permitted to place plastic holders at the bulletin board locations for the display of Florida Fire Fighters Insurance trust claim forms for employees.

**ARTICLE 12**  
**HEALTH AND SAFETY**

**Section 1.**

The employer and the Union agree to cooperate to the fullest extent in the promotion of safety. All recommendations by the Union shall be in writing and copies shall be submitted to the department head, the Hialeah Fire Department Occupational Health and Safety Committee and the City of Hialeah Risk Manager.

**Section 2. Ear Protectors.**

a. The City of Hialeah shall provide OSHA approved hearing protection, of the ear muff style, for all personnel who are required to ride in the jump seats of fire apparatus.

b. Seat belts and safety harnesses shall be provided for each single seat and multiple seat belts or safety harnesses for bench style seats designed to provide seating for more than one person.

c. Failure to utilize said protection may result in disciplinary action. Rescue by its very nature may prohibit the use of seat belts or safety harnesses while providing emergency care.

**Section 3.**

No bargaining unit member shall be exposed unnecessarily to any toxic substances.

**Section 4.**

The City and the Union agree that any employees hired after October 1, 1988, shall not be permitted to use tobacco products on or off duty. If an employee is found to be using a tobacco product of any type, that employee will be disciplined in a graduated and progressive manner. The City will agree to defend and hold the Union harmless for any liability that the Union might incur resulting from an action brought by a member of the bargaining unit against the Union with respect to this provision.

**Section 5.**

The City agrees to make available to members, a "Critical Incidence Stress Debriefing Team" in the event a member is exposed to a high stress job situation such as a death, severe trauma, or other intense emergency situation. No one from the Hialeah Fire Department shall be on this team and all information related to an individual's contact with this team shall be confidential.

**ARTICLE 13**

**VOTING**

Members shall be allowed up to one-hour of time off with pay to vote in local and national elections, if an election falls during an employee's regular shift assignment. An

employee who wishes to be compensated for time pursuant to this provision must notify his/her supervisor in writing of his/her intent to vote a minimum of seven calendar days prior to the intended voting date, and must provide a copy of their voter's registration card at the time the notice is given. Voting must take place between 7:00 A.M. and 8:00 A.M. during an assigned shift.

## **ARTICLE 14**

### **TRANSFER AGREEMENT**

In the event of the transfer of the Fire Department or any of its functions to any other governmental or private entity, all rights and benefits of the transferred employees shall remain in effect for the term of this Agreement.

## **ARTICLE 15**

### **WORK SCHEDULE - RDO'S**

a. All employees covered under this agreement, shall work a 48 hour work week or a 40 hour work week or a 37.5 hour work week as determined by the Fire Chief.

b. RDO's shall be selected every two (2) years. Selection will be based on department seniority by shift. For the purpose of determining the proper RDO cycle the following applies:

A Shift's RDO Schedule shall begin on the first Sunday in January;

B Shift's RDO Schedule shall begin on the first Monday in January;

C Shift's RDO Schedule shall begin on the first Tuesday in January.

c. If an RDO becomes available due to: transfer, promotion, retirement or resignation, that vacated RDO will be filled using the current bid selection form, based on department seniority, by shift, with consideration given to specific positions allowed off on a given day. No bid shall occur until all transfers are completed.

d. The bid selection form submitted by members will be good for the two (2) year bid period. This selection form is to be used for any rebids that may be required due to the qualifying events listed in Section E. It is recognized that the directing of the work force and assigning and transferring of employees rests solely with the management of the City. Therefore, the City reserves the right to final determination in regard to

employee RDO assignments, with the Chief having the power to assign an employee without regard to seniority, whenever it is determined by the Chief to be in the best interest of the Fire Department and the operation of said department. Employees have the right to an interview with the Fire Chief to be informed of the reasons they were not given the RDO day requested.

e. A member transferred to a new shift shall either be given a choice of any available RDO's or allowed to bid for a new RDO along with other members of the new shift.

f. No person can be bumped from their existing selected RDO's except at the regular scheduled bid time.

g. At least thirty (30) days prior to the RDO bid request being posted, the Fire Administration shall meet with the Union in a Labor/Management Meeting to discuss the necessary bid selection procedure to be used in the selections of RDO's based on department seniority, by shift, with consideration given to specific positions allowed off on a given day. The Fire Administration shall retain final determination of the RDO bid selection procedure. Any change to this procedure is to be discussed with the Union in a Labor/Management Meeting.

h. Those operations currently working the four (4) day, ten (10) hour work schedule will continue through the life of this Agreement, unless the Mayor, or the Mayor's designee should determine the 4-10 Plan, in its entirety, or in part, is detrimental to the efficient operation of the Department, in which instance the Mayor may discontinue all or that portion of the 4-10 Plan deemed by the Mayor to be inefficient. However, for operational efficiency, all or a portion of the 4-10 Plan may be temporarily suspended for a period not to exceed four (4) months. Permanent discontinuance of the 4-10 Plan in whole or in part shall not occur unless the parties to this Agreement concur, or an impartial arbitrator rules that the City has established justification for said discontinuance in accordance with this Article.

## **ARTICLE 16**

### **CALL BACK OF PERSONNEL**

The City will utilize the procedure set forth in Article 52 when it is necessary for the department to require bargaining unit employees to work other than on their regular assigned shift. The employer agrees to compensate the employee for a minimum of three (3) hours pay at the established rate of one and one-half times his normal salary. The employee will be compensated either by time or pay, at the employee's discretion. The call back of personnel will not affect any shift exchange. In major emergency situations where time is a factor, the Chief or his designee may deviate from the Article 52 procedure as necessary. Individuals requested to extend their shift within fifteen (15) minutes after the end of a shift shall not be considered eligible for call back pay.

## **ARTICLE 17**

### **REQUIRED SHIFT CHANGE**

#### **Section 1.**

Should the employer require an employee to change shifts, the employee shall be allowed one (1) duty day off the shift he is being transferred to, before he is required to report to his new shift assignment. When it is necessary to require an employee shift change, the employer shall, when practicable, first seek volunteers, and then give consideration to the principal of seniority by job classification, with the least senior person being transferred whenever possible. Required transfers are ultimately, however, under the authority of the Fire Chief, whose decisions are final and non-grievable.

#### **Section 2.**

Those members transferred to 37.5/40-hour work weeks from 24-hour shift assignments will not be required to work their last shift if the shift falls on a Saturday or Sunday. If their last shift prior to reporting for a 37.5/40-hour work assignment falls on a Friday, then they will end their shift on Friday at 5:00 P.M. If an employee is transferred from a 37.5/40-hour work week to a 24-hour shift assignment, he/she shall work their last "day shift" assignment on a Friday until 5:00 P.M., and will not be required to report for their first 24-hour shift assignment until the following Monday or later.

**Section 3.**

Employees shall have the right to exchange shifts when the change does not interfere with the efficient operation of the Fire Department and with the approval of the Fire Chief.

**ARTICLE 18**

**LIABILITY INSURANCE**

Every member of the bargaining unit responsible for the operation of Fire Department equipment shall be covered by the City's standard liability insurance.

**ARTICLE 19**

**COURT APPEARANCE**

**Section 1.**

Upon receipt of a subpoena, or a Notice to Appear in Court, or notice that the employee's deposition is to be taken on matters relating to their official performance as a Fire Fighter, the employee shall immediately notify the Battalion Chief, or the Deputy Chief, or his designee, via chain of command.

**Section 2.**

For off-duty court appearances when subpoenaed as a Hialeah Firefighter on matters relating to the official performance of the Firefighter's duties as a Hialeah Firefighter for court appearances within Miami-Dade County, a minimum of three (3) hours pay at the established rate of one and one-half (1 ½) times the hourly rate shall apply. Court time shall begin at subpoena time for any court within Miami-Dade County, and shall end when dismissed by the court for the day. Along with the request for payment of overtime pursuant to this Article, the employee must submit the original subpoena with the Court date stamped on it by the Clerk of Court. Failure to submit a stamped subpoena, will release the City from any responsibility for payment of overtime, subject to the provisions of the Fair Labor Standards Act. Employees will be reimbursed for mileage, parking and tolls, in an amount not to exceed the total sum of \$20.00.

**Section 3.**

For off duty court appearance when subpoenaed as a Hialeah Firefighter on matters relating to the official performance of the Firefighter's duties as a Hialeah Firefighter, for Court appearances outside Miami-Dade County, as a result of change of venue, etc., it shall first be necessary to obtain the authorization of the Fire Chief. A minimum of three (3) hours pay at the established rate of one and one half (1 ½) times his hourly rate shall apply. Court time shall begin at subpoena time and shall end when dismissed by the court for the day. Along with the request for payment of overtime pursuant to this Article, the employee must submit the original subpoena with the Court date stamped on it by the Clerk of Court. Failure to submit a stamped subpoena, will release the City from any responsibility for payment of overtime, subject to the provisions of the Fair Labor Standards Act. Employees will be reimbursed for mileage, parking and tolls, in an amount not to exceed the total sum of \$20.00.

**Section 4.**

For off duty court appearances outside Miami-Dade County, which require extended travel and/or overnight stays, the City will comply with the Fair Labor Standards Act.

**ARTICLE 20**

**REOPENING CLAUSE**

Either party upon written notice to the other, may request that bargaining be opened with respect to any particular item or items. Said notice would state the reason(s) justifying reopening negotiations. Negotiations would be limited to only that item or those items specifically requested and agreed to. The party receiving the request will have the right of refusal of the entire request or a specific item in the request. If no agreement is reached during the reopening the provisions of this Agreement shall remain in effect.

## **ARTICLE 21**

### **COMPENSATION FOR OFF DUTY TRAINING**

Certified employees in the bargaining unit will be compensated for off-duty training at the rate of time and one-half (1 ½) the regular rate of pay, when required by the department to attend training, for the purpose of retaining certification of qualifications, or the continuing education and training of the members of the bargaining unit. All tuition incurred in the required training programs will be paid by the employer upon satisfactory completion of the course.

## **ARTICLE 22**

### **TUITION REIMBURSEMENT**

The City agrees to provide tuition reimbursement benefits to all members of the bargaining unit under the following conditions.

a. Courses must be taken at an accredited institution of higher learning. Reimbursement, however, will be based upon a percentage of the tuition for the State supported University in Miami-Dade County rather than for the various independent institutions. Tuition Reimbursement will be limited to cost per credit hour and course-related labs, and only for a maximum \$2,200.00 per calendar year for course work taken during the calendar year.

b. The employee must be a degree seeking student in the field of Fire Science, Fire Protection, Management, Business Administration, Nursing, Public Administration, or Emergency Medical Service.

c. The employee must attend classes on his own time, except when the course is being offered at one of the stations or another location within the City that in the judgment of the Chief or his designee, it is determined that the employee may attend. The employee understands he will be considered as on-duty and will respond to calls as needed.

d. Reimbursement to the employee will be upon completion of a course with respect to the following reimbursement schedule:

A - 100% Reimbursement

B - 75% Reimbursement

C - 50% Reimbursement

Pass/Fail - 100% Reimbursement \*

\*100% shall be paid for a grade of "pass" for those courses with only a pass/fail format. The employee shall submit proof to the City showing a letter grade format was not available.

e. The employee will notify the Personnel Department of courses being taken within six (6) weeks of the first day of class.

f. Upon receipt of grades and submitting of statement fees, the City agrees to reimburse employees as outlined above within forty-five (45) days.

g. Said tuition reimbursement program shall apply to programs for Associate's degree, Bachelor's degree or Master's degree only. Master's degrees would be paid at Master's degree tuition rates and would, as is Bachelor's degree study, need to be job related.

h. Should an employee receive reimbursement from the City and receive additional funding from a third party so that the total reimbursement exceeds 100% of the employee's actual costs, the employee must reimburse the City all funds that exceed 100% of the actual costs.

i. Any employee who receives tuition reimbursement under this Article, shall remain employed by the City for a minimum twenty-four (24) months from the date of completion of any course for which the City has provided the employee reimbursement. If the employee voluntarily leaves or is terminated for cause, the employee shall reimburse the City all tuition reimbursements received in the prior twenty-four (24) months through a deduction from his/her final paycheck. This provisions does not apply to separation by retirement.

## **ARTICLE 23**

### **POSTING OF THE CONTRACT**

#### **Section 1.**

The City agrees to print, and make available to the Union, three hundred fifty (350) copies of the final, ratified, contract between the parties. The actual cost of printing to be paid by the Union. The Union shall be fully and solely responsible for distributing

said contract. The City further agrees, for use during the ratification process, to provide ten (10) copies of the signed proposed Agreement to the Union.

**Section 2.**

After ratification and approval by the City Council, the adopted contract shall be printed and delivered within sixty (60) days to the Union President or his designee.

**ARTICLE 24**

**DISCHARGE, DEMOTION OR DISCIPLINARY ACTION**

**Section 1.**

The employer agrees that no bargaining unit member employee covered under this Agreement shall be discharged, demoted or disciplined, with loss of pay, except for just cause. Reprimands, whether written or oral, may only be appealed up to the Mayor (Step 3) and the decision shall be final and not arbitrable. Employees who complete two (2) years of discipline free service shall have all counseling and/or written reprimands removed from their personnel file maintained by the Fire Department, pursuant to the State of Florida Department of Archives record retention schedule and guidelines. The written reprimand and any rebuttal will be forwarded to the Human Resources Department for inclusion in the employee's official personnel file maintained by the Human Resources Department for compliance with the Florida Public Records law.

**Section 2.**

No employee shall serve a suspension without pay until an Arbitrator or the Personnel Board has rendered a decision, whichever is applicable.

**Section 3.**

Disciplined employees, at the option of the Mayor, may be allowed to use leave time in lieu of serving a suspension, for those suspensions of forty eight (48) hours or less for shift employees and forty (40) hours or less for those employees working a four (4) day work week or thirty-seven and one-half (37.5) hours five (5) day work week. An employee requesting consideration of this option and having said option granted, would waive their right of appeal.

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

**Section 1. Promotions.**

a. All promotions within the ranks of the Hialeah Fire Department will be made within 90 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 90 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.

f. The time within which a vacancy is filled may be extended at the discretion of the Mayor for good cause. In order to determine eligibility to sit for a promotional exam as it pertains to time served, and for this purpose alone, once a position is filled seniority shall be as of the date of the vacancy.

**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 July 2021.

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. Lieutenant**

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 July 2021.
- 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 July 2021.
- 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 July 2021.
- 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 April 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 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, whichever 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	Two (2) year Degree as in contract
District Chief	Two (2) year Degree as in contract
Assistant Chief of Operations	Two (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.

5. No one shall be permitted to sit for a Lieutenant examination who has not completed four (4) years of service as a firefighter since his or her initial date of certification as a firefighter.

## **ARTICLE 26** **EMT CERTIFICATION**

1a. The City and the Union agree that all bargaining unit members, up to and including the rank of Captain, shall become EMT certified. All courses will be offered on duty. Any member required to attend any portion of the courses off duty, shall be paid at a rate of one and one-half (1 ½) times their rate of pay.

b. All courses and materials required for EMT recertification shall be on duty and paid for by the City.

c. Anyone who fails to fulfill the requirements set forth in (a) above shall be required to retake the course, but shall be given the opportunity to do so on duty. A member will not, however, be compensated for his attendance on his RDO.

2a. The City and Union agree that all bargaining unit members having the rank of Lieutenant through District Chief shall be a certified State of Florida Paramedic.

b. All firefighters hired after October 11, 2005 will be required to become a State of Florida Certified Paramedic within five years from the date of hire and maintain their certification while employed by the City of Hialeah, unless extended for good cause, within the discretion of the Fire Chief.

It is the City's intention to continue to send bargaining unit members hired prior to October 11, 2005, to paramedic school on duty. It is not an entitlement for bargaining unit members hired after January 2007 to attend paramedic school on duty. Those bargaining unit members selected to attend the paramedic school will be scheduled and their RDO will be changed to a weekend day so long as it does not negatively impact the operations of the Fire Department. However, if the City cannot accommodate a weekend RDO, the bargaining unit member may choose to defer or attend on a weekday RDO. The bargaining unit members choosing to attend on their weekday RDO will not be compensated at the rate of time and one-half for attending paramedic school on their RDO.

The Department may allow a minimum number of bargaining unit members to enroll in paramedic school on duty each year based on seniority and rank. The City will pay all such costs associated with paramedic school as provided in this section. Bargaining unit members that do not attend on-duty must still meet the provisions of this article in regard to obtaining paramedic certification within the time frames outlined.

The City shall reimburse paramedic school tuition, laboratories fees and associated course materials. Reimbursement, however, will be at a rate no higher than what is charged by Miami-Dade College for their paramedic program. In addition, the City shall pay a \$3,000.00 stipend that will be paid only after successful completion of the off-duty course and passing of both the State of Florida Paramedic Examination and the City Medical Protocol Examination as established by the Medical Director for those members who attend off duty. Time and one-half for off duty training as related to this

article will not apply. If the paramedic course is credited, used or applied for another degree, the City will not reimburse the employee for tuition for those credits that apply to the other degree.

**ARTICLE 27**  
**STANDBY TIME**

**Section 1.**

Standby shall be on an exchange basis only (no paying someone to standby) and the maximum time owed shall be four (4) standbys.

**Section 2.**

Employees shall be allowed a maximum of four (4) standbys in any one (1) month.

**Section 3.**

Any time a standby is used whether it is thirty (30) minutes or twenty four (24) hours, it will be considered one (1) standby period.

**Section 4.**

Any bargaining unit member working a standby period will be in proper uniform and will perform any and all duties assigned him.

**Section 5.**

All standbys shall be of equal rank or greater or on the certified promotional list and be approved by the Battalion Chief, or designee. Those working standby will not be eligible for out of classification pay for the position they are standing by for.

**Section 6.**

All standby requests must be submitted via Telestaff. Standby requests must be submitted no later than 7:00 a.m. the duty day prior to the date of the request. A standby request is subject to the Chief Officer's, or designee's, approval. No person will be allowed a standby unless approved by the Chief Officer, or designee. Request or cancellation of standby after the deadline must be through the Chief Officer, or designee.

**Section 7.**

There shall be unlimited standbys for the purposes of education as provided for in Article 22, paragraph b. However, all other sections of this Article shall apply.

Unlimited educational standbys shall be granted. A class schedule/announcement must be presented to the Battalion Chief, as proof of enrollment. Standby time shall be used strictly for the time to attend class and any travel time needed, which is mutually agreed to by the employee and the Battalion Chief. The Battalion Chief must approve any deviations to the standby start and end times.

**Section 8.**

The exception to this Article is the right of the Union to pay for standbys for Union business.

**Section 9.**

Probationary Firefighters shall only be permitted to standby for other probationary Firefighters.

**ARTICLE 28**

**SICK LEAVE BANK**

**Section 1.**

All dues paying members will contribute hours of sick leave time to a pool. Time will be deducted by the City from all dues paying members when directed by the President and are not to exceed once every quarter. The number of hours to be deducted by the City shall be designated to the City in writing by the President. Said amount shall be uniform and not less than two (2) hours per dues paying member. The sick leave hours deducted from all the dues paying members shall be credited to the sick leave bank first, before any other use of the hours is permitted.

**Section 2.**

Any member who is utilizing time from the sick leave bank shall have their monthly sick time credited to the sick leave bank.

**ARTICLE 29**

**NOTIFICATION**

**Section 1.**

One copy of any notices, bulletins or directives which the City Administration intends to issue that would affect the terms and conditions of employment of the

members of the bargaining unit shall be given to the Union at least ten (10) days prior to implementation. In addition to the notification requirements in Section 2, an e-mail transmittal of the City Council Agenda shall be sent.

**Section 2.**

One copy of the Personnel Board and Retirement Board Agendas shall be forwarded to the Union mailbox located at City Hall. The City shall not be responsible for items discussed under old and/or new business, but if prior to the meeting knowledge of an item affecting the Unit would be discussed, an effort will be made to notify the Unit. When approved, one copy of the summary Minutes of the above meeting shall be forwarded to the Unit.

In addition to the notification requirements in Section 2, an e-mail transmittal of the Personnel Board and Retirement Board Agendas shall be sent.

**Section 3.**

All memos to the bargaining unit or any class within the Unit from Fire Administration shall have a copy of said memo forwarded to the Union President.

**ARTICLE 30**

**GRIEVANCE PROCEDURE**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that this shall be the procedure for the resolution of grievance or misunderstandings between the parties arising from the application or interpretation of this Agreement. It is the intent of both parties to adhere to the time frames, provided for in this Article.

**Step 1.**

The aggrieved employee, or employee representative, shall file a written grievance with the Fire Chief or his designee within thirty (30) days of the occurrence, which gave rise to the grievance. Within thirty (30) days after receipt of the grievance initiation, an answer in writing shall be given to the Union and/or the employee filing the grievance.

**Step 2.**

Within ten (10) days of the receipt of the grievance answer, the City and the

Union shall meet in the Labor/Management Conference unless by mutual agreement or consent this step is by-passed. The parties shall meet with an attempt to resolve the grievance, and in the event the parties are unable to resolve the grievance, the grievance shall proceed to the next step.

**Step 3.**

If the grievance has not been resolved to the satisfaction of the grievant, within ten (10) days of the conclusion of Step 2 above, the grievant should proceed to the Mayor who shall have ten (10) days within which to respond to the grievance, in writing.

**Step 4.**

If the grievance is not settled in Step 3, it may, upon written request of the grievant or the Union within ten (10) days after receipt of reply or answer, be referred to arbitration.

**Step 5. Arbitration.**

If the decision of the Mayor has not satisfactorily resolved the grievance, the employee and/or the Employee Organization may request arbitration in writing to the American Arbitration Association with a copy to the Office of the Mayor, no later than twenty-one (21) calendar days after the rendering of such decision by the Mayor. At the arbitration hearing the aggrieved employee may be accompanied by his employee representative and such additional employee representatives as necessary not to exceed three (3). The Arbitrator shall have access to all written documents and statements pertaining to the grievance. The Arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing. Copies of the findings of the Arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties and shall be final and binding on both parties.

**Step 6. Appointment Of The Arbitrator.**

The Arbitrator shall be selected from a list obtained from the American Arbitration Association, by mutual consent of the parties. He shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association.

**Step 7. Power Of The Arbitrator.**

The Arbitrator's decision shall be in writing and shall set forth the Arbitrator's

opinions and conclusions on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of the provisions of this Agreement, which shall not be as to directly or indirectly cause modification, amendment, additions, or subtractions of the Agreement. The cost of the services of the Arbitrator shall be equally shared by both parties to this Agreement. The decision of the Arbitrator is binding on both parties.

## **ARTICLE 31**

### **PREVAILING RIGHTS**

#### **Section 1.**

This Agreement shall not be construed to deprive any employee of any benefits or protections granted by the Laws of the State of Florida, Resolutions and Ordinances of the City of Hialeah, Florida, in existence at the time the Contract is ratified.

#### **Section 2.**

The City and IAFF will meet at the written request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement.

## **ARTICLE 32**

### **UNIFORM REQUIREMENTS**

Employees may arrive at work and leave work in civilian clothing. Employees shall be in the “uniform of the day” at shift exchanges. (Coming on duty and going off duty). If an employee is found to be in either partial uniform or civilian clothes other than as provided above, and in the Fire Department Rules and Regulations, he or she will be subject to disciplinary action.

### **ARTICLE 33**

#### **DISTRIBUTION OF PAY CHECKS**

When available, paychecks will be delivered to the Fire Chief's Office on the Thursday afternoon prior to the payday Friday, in order that the checks may be sorted and distributed to the stations.

The City agrees to continue to provide direct deposit of employees' paychecks.

There will be one opportunity annually to sign up or withdraw from the direct deposit program.

### **ARTICLE 34**

#### **SEVERABILITY CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force.

### **ARTICLE 35**

#### **DISPATCHING**

The duties of the dispatch office may be performed by on-duty bargaining unit members not currently assigned to operations, as determined by the Mayor, Fire Chief or designee. Assignment to dispatch shall not be made for disciplinary purposes. Unit members assigned to dispatch remain subject to all Fire Department rules and regulations and remain subject to the Fire Department chain of command. Transfers or assignments to dispatch shall be made in accordance with all contract benefits afforded unit members with respect to transfers and bids.

### **ARTICLE 36**

#### **BID SYSTEM & TRANSFERS**

##### **Section 1.**

The City will implement a bid system for station assignment, which will give serious consideration to the principle of seniority by job classification. However, it is

recognized that the directing of the work force and assigning and transferring of employees rests solely with the management of the City. Therefore, the City reserves the right to final determination with regard to employee station assignments, with the Chief having the power to assign an employee without regard to seniority whenever it is determined by the Chief to be in the best interest of the Fire Department and the operation of said Department. The City in conjunction with the Union, will create the forms to be used in this system.

Staffing on units may be bid as follows:

<b><u>Suppression</u></b>	<b><u>Rescue</u></b>	<b><u>Haz-Mat Team</u></b>
1 – Officer	1 – Officer	2 – Officers *
1 – Engineer	2 – Firefighters	2– Engineers **
2 – Firefighters		7 – Haz-Mat Techs.
Minimum 2 – Medics	Minimum 3 Medics	Minimum 5- Medics

\* One from Suppression and One from Rescue.

\*\* From Suppression.

**Section 2.**

When the City requires a shift change, or when the City requires a transfer to fill a vacancy, the individual being transferred shall have the right to immediately bid for a station assignment, based on seniority in classification on the shift as set forth in Section 1. When an employee requests a shift change or transfer to fill a vacancy, the employee shall take the available station assignment.

**Section 3.**

Transfers, station assignments, unit assignments, and/or shift assignments shall not be used for the purpose of discipline, unless, in the sole discretion of management, it is necessary to do so to provide for effective departmental operations subsequent to a serious breach of discipline by an employee.

**Section 4.**

The Fire Chief may temporarily transfer or reassign any employee under investigation as he/she deems appropriate until such time as the investigation has been concluded and a final resolution is reached. This temporary transfer is not grievable.

## **ARTICLE 37**

### **HEALTH INSURANCE PROVISIONS**

#### **Section 1.**

The City will provide health insurance options for IAFF members. Members may elect to enroll in one of the options offered on a yearly basis. Once a member elects one of the options, the member will be enrolled in a term life policy, as provided by the City.

A. Attached to this Article 37 as Exhibit 37A is the 2020 Medical Plan Summaries and 2020 bi-weekly rates for unit members. Premium costs are set forth in Exhibit 37B. Information set forth in Exhibit 37A shall control over conflicting material in Article 37. The City reserves the right to select the carriers and/or to determine the level of benefits in any plan provided that the Union has an opportunity to discuss and make suggestions prior to implementation. The City also may change the percentage of premium costs paid by the City, provided that the City shall at no point pay less than seventy percent (70%) of the total premium costs set forth in Exhibit 37B, from year to year, for any one or more of the optional plans available as may be elected by unit members.

B. 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.

#### **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.

## **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"), as amended to implement the imposed 2019 pension changes, 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.**

On the effective date, the member contribution shall increase by an additional 2% of compensation. Effective October 1, 2020, the member contribution will increase by an additional 2%; and effective October 1, 2021 the member contribution will increase by an additional 2%; for a total additional member contribution of 6% over the member contribution in effect immediately prior to the effective date. A member who separates from City employment prior to vesting may obtain a refund of the additional 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 retirement plan contributions toward the additional member contributions.

**Section 3.**

A. The benefit reductions in Plan sections 70-238(r) and (s), as amended by the ordinance implementing the 2019 imposed pension changes, shall not apply to any member who has at least 16 years of actual service with the city (excluding any service credit purchased pursuant to section 70-208 of the Plan) and 66 points on [date the imposed 2019 pension changes took effect], except that the 2.75% benefit multiplier will apply after such member attains 20 years of credited service. However, if such member has more than 20 years of credited service on [date the imposed 2019 pension changes took effect], the 3% benefit multiplier will apply to all years of credited service earned before [date the imposed 2019 pension changes took effect], and the benefit multiplier will be 2.75% for credited service earned after the pension changes take effect, up to the 79.5% maximum benefit multiplier; provided, in no event will a member's benefit (including the basic pension) be less than 2.75% of average final compensation for all years of credited service. Members who have at least 16 years of actual service and 66 points on [date the imposed 2019 pension changes took effect] shall be eligible to participate in the DROP for a maximum of 5 years.

B. In addition to the normal retirement date in section 70-238(s)4. of the Plan, as amended by the ordinance implementing the 2019 imposed pension changes, members who have at least 16 years of actual service with the city but do not have 66 points on [date the imposed 2019 pension changes took effect] shall be eligible for normal retirement upon completion of 27 years of credited service, regardless of age; and such members shall be eligible to purchase up to two years of additional credited service upon reaching 25 years of actual service, contingent on paying the full actuarial cost of such additional credited service and immediate separation from city employment. Members who have at least 16 years of actual service with the city but do not have 66 points on [date the imposed 2019 pension changes took effect] shall be eligible to participate in the DROP for a maximum of 5 years upon completion of 27 years of actual service. All other benefit reductions in the ordinance implementing the 2019 imposed pension changes shall apply.

C. In addition to the normal retirement date in section 70-238(s)4. of the Plan, as amended by the ordinance implementing the 2019 imposed pension changes,

members who have at least 10 years of actual service with the city but do not have 16 years of actual service on [date the imposed 2019 pension changes take effect] shall be eligible for normal retirement upon completion of 27 years of credited service, regardless of age. Members who have at least 10 years of actual service with the city on [date the imposed 2019 pension changes take effect] shall be eligible to participate in the DROP for a maximum of 5 years upon completion of 27 years of actual service. All other benefit reductions in the ordinance implementing the 2019 imposed pension changes shall apply.

D. All members, including members who have reached normal retirement eligibility, members who have at least 16 years of actual service with the city and 66 points, and members who have at least 10 years of actual service with the city but do not have 16 years of actual service on [date the imposed 2019 pension changes take effect], shall pay the additional member contributions provided in Section 2 above for credited service on and after the effective date.

**Section 4.**

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. 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 60 months for members who enter the DROP after the effective date.

**Section 5.**

Commencing on the effective date, five percent (5%) of a member's specialty pay shall be included in compensation for pension purposes.

**Section 6. Retirement Board membership**

Board of Trustee: (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, FOP, and IAFF; (d) the seventh (7<sup>th</sup>) member elected by a majority vote of the appointed trustees.

**ARTICLE 39**

**RULES AND REGULATIONS**

**Section 1.**

The Union agrees that its members shall comply in full with Fire Department Rules and Regulations, including those relating to conduct and work performance. The parties agree that any discipline, or discharge based upon such Rules and Regulations or any unequal application of said Rules and Regulations shall be subject to the grievance procedure, provided, however, that written reprimands and any lesser disciplinary measures are grievable only up to the level of the Mayor (step 3).

**Section 2.**

Any proposed rule change shall be posted on all bulletin boards at least fifteen (15) days prior to its effective day, excluding emergency situations as determined by the Chief. Such fifteen (15) day notice shall not serve to waive the Union's right to grieve any loss of prevailing benefits as protected elsewhere in this Agreement.

**Section 3.**

The Hialeah Fire Department Professional Standards Manual dated August 5, 2013, shall remain in effect, except for the following:

- (a) Investigations involving or related to Fire Department personnel or operations may be conducted by any investigator or investigative body designated by the Mayor, any provisions of this Agreement, or rule, agreement, practice or policy to the contrary notwithstanding, except as required by Florida or federal law. Any right conferred by the Florida Firefighters Bill of Rights shall be observed according to law. Any investigator or investigative body shall be limited to making findings of fact and shall not make conclusions as to any violation of law, rule, or regulation or make a recommendation as to

such conclusion. Such recommendations shall be made by the Fire Chief or his designee and such conclusions shall be made by the Mayor or his designee. Employees are not entitled to the presence of a union or personal representative in an administrative interview in which the employee is not a subject of the investigation. The witness-employee shall be given the opportunity to consult with counsel or any other representative if at any time during the investigation, in the opinion of the investigator, the witness-employee faces a risk of becoming a subject officer. If the City determines that the employee has or will, in all probability, become a subject officer, then the interview will be halted for a reasonable period, as determined by the investigator, to allow for such counsel or representative to respond and represent the employee.

(b) The disciplinary matrix shall serve only as a guideline and is not binding.

#### **ARTICLE 40**

##### **TIME OFF ALLOTMENT**

The following formula will be used to schedule off duty time for the reasonable use of compensatory time, sick leave, vacation, etc.:

a. Average number of RDOs per shift per day rounded to the next whole person example: "A" shift has 76 men.  $76 \text{ divided by } 7 \text{ (\# of days in a week)} = 10.85 = 11$  personnel allowed off for RDOs per day on "A" shift.

b. The Union and Fire Chief agree to meet annually prior to selecting vacation picks to determine if the number of personnel allowed off for Vacation/Compensatory time for the following year should be adjusted due to an increase in the number of personnel on shift.

**ARTICLE 41**  
**HOLIDAYS**

**Section 1.**

Holidays shall have a base value of ten (10) hours for shift workers working a 48 hour work week, ten (10) hours for those working a forty (40) work week, and 7 ½ hours for those working a 37 ½ hour work week.

**Section 2. Shift Workers.**

**Fiscal Year 2019-2021**

From October 1, 2019 through September 30, 2022, there shall be twelve (12) paid holidays for members of the Bargaining Unit. To wit:

Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 <sup>th</sup>
New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Employee's Birthday	

**Section 3. 40 Hour Work Week and 37½ Hour Work Week Schedule.**

**Fiscal Year 2019-2021**

From October 1, 2019 through September 30, 2022, there shall be twelve (12) paid holidays for members of the Bargaining Unit, to wit:

Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November

Friday after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 <sup>th</sup>
New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Employee's Birthday	

**Section 4.**

In the event a member of the Bargaining Unit is off on a scheduled RDO day, he shall be awarded holiday time equal to those members on duty. Holiday time will not be affected by compensatory time or sick time if not taken during holiday hours. If taken during holiday hours it will be prorated for hours worked. All shift employees shall be given ten (10) hours compensatory time for holidays. Those required to work National Holidays will be granted an additional one-half (½) hour compensatory time or pay for every hour of holiday time worked.

**ARTICLE 42**

**VACATION**

**Section 1.**

Forty-eight (48) hour shift employees shall receive the following number of shifts for vacation:

1 - 4 years	5 shifts off
5 - 9 years	8 shifts off
10 - 14 years	9 shifts off
15 - 19 years	10 shifts off
20 - 24 years	11 shifts off
25 or more years	12 shifts off

**Section 2.**

Those employees working a forty (40) hour work week will follow the vacation schedule below:

1 - 4 years	80 hours
5 - 6 years	120 hours
7 - 8 years	130 hours
9 - 10 years	140 hours
11 - 12 years	150 hours
13 - 14 years	160 hours
15 - 19 years	170 hours
20 - 24 years	180 hours
25 or more years	190 hours

**Section 3.**

Those employees working a 37 ½ hour work week will follow the vacation schedule below:

1 – 4 years	75 hours
5 - 6 years	112 ½ hours
7 - 8 years	120 hours
9 - 10 years	127 ½ hours
11 - 12 years	135 hours
13 - 14 years	150 hours
15 - 16 years	157 ½ hours
17 - 18 years	165 hours
19 - 20 years	172 ½ hours
21 - more years	187 ½ hours

**Section 4.**

RDO days shall not be counted as any of the vacation shift days.

**Section 5.**

The City will provide prepaid vacation checks when the prepaid check request form is delivered to the Human Resources Department, three (3) weeks in advance of the last day to be worked.

**Section 6.**

All employees must make vacation selections according to the following:

- a. There shall be three (3) vacation selections made available prior to the beginning of each calendar year, all of which will be based on seniority, with each of the first three selections being an entire 24-hour shift. Any employee who will accumulate more than 360 hours by January 1<sup>st</sup>, must select all vacation in excess of the 360 hours during the three (3) vacation selections. All vacation in excess of the 360 hours, must be used by December 31<sup>st</sup>.

b. First and second vacation selections must be submitted between October 1<sup>st</sup> and October 31<sup>st</sup>. The third vacation selection must be submitted between November 15<sup>th</sup> through December 15<sup>th</sup>.

**Section 7.**

Additional vacation selections shall be permitted in addition to the existing three (3) vacation selections, but only after the process for the initial three (3) vacation selections has been completed. Said selections shall be for a minimum of at least twelve (12) hours and shall be permitted as long as the maximum total number permitted off at one time, for the shift involved has not been exceeded. Vacation requests via Telestaff must be submitted no later than 7:00 a.m. the duty day prior to the date of the request. Request or cancellation of vacation after the deadline must be through the Chief Officer, or designee. The request and/or cancellation may be approved or denied within the discretion of the Battalion Chief, or designee.

The additional vacation selection(s) shall not be on seniority basis, but shall be on a first come first serve basis and shall be limited to a maximum of ten (10) shift days at any given time of vacation, compensatory time, or any combination of the two (2). No additional vacation selection may be made unless the employee at the time has existing accumulated vacation time equal to the additional vacation time selected.

**Section 8.**

It is intended that vacations will be taken within the calendar year in which they are due. However, upon approval of the Department Head, vacation time may be accumulated to a maximum of 360 hours. Vacation time shall be accumulated in accordance with the rules and regulations under which said vacation days had previously been accumulated.

**Section 9.**

Current year vacation is not part of the accumulated vacation.

**Section 10.**

The employee may request to sell vacation time in excess of 360 hours prior to December 1<sup>st</sup>.

**ARTICLE 43**

**CLOTHING BENEFITS**

The City agrees to continue all present clothing benefits including provision and maintenance of uniforms and bunker gear.

**ARTICLE 44**

**WORKING OUT OF CLASSIFICATION**

**Section 1.**

When the City assigns a bargaining unit member to work out of classification for eight (8) hours or more on any shift, such employee shall receive an increase of five percent (5%) of the employee's base pay based on the daily rate.

**Section 2.**

The City shall have the right to work employees out of classification under this Article without being in violation of Article 3.

**Section 3.**

The following positions will be considered for working out of classification pay:

- Working as Haz-Mat Techs
- Working on ALS non-transport unit
- Working on ALS transport unit
- Working as Engineer
- Working as Lieutenant
- Working as Captain
- Working as Fire Marshal
- Working as Division Chief
- Working as District Chief
- Working as Assistant Chief of Operations

**Section 4.**

For the purpose of this provision, the following shall constitute the proper manning:

- |               |                             |
|---------------|-----------------------------|
| Pumpers       | 1 Engineer and 1 Lieutenant |
| Aerial Ladder | 1 Engineer and 1 Captain    |
| Rescue        | 1 Lieutenant                |

Chief Officers

1 Assistant Chief of Operations and 2  
District Chiefs

**Section 5.**

The Chief or his designee shall have total discretion as to the assignment of an individual provided, however, the ability to assign an individual to work out of classification; so long as the individual assuming the position is qualified, evidenced by having been on the current eligibility list, or having been on the two prior eligibility lists immediately preceding the current eligibility list, of said classification. Individuals on the current eligibility list shall be utilized first for assigning an individual to working out of classification, excluding working as a battalion chief.

**ARTICLE 45**

**SPECIAL PAY**

**Section 1.**

Any Bargaining Unit employee required to work a forty (40) or a thirty seven and one-half (37 ½) hour work week shall receive a six percent (6%) supplement to the base pay.

**Section 2.**

Any officer under the rank of District Chief assigned as the Head of the Fire Prevention Bureau shall be known as Fire Marshal and shall be entitled to an additional \$80.00 bi-weekly to his base pay.

**Section 3.**

The following are the provisions for Specialty Pay for Protocol Certified EMTs and Paramedics:

a. EMTs:

1. Employees who hold an EMT certificate shall receive a two percent (2%) supplement calculated on their base pay.
2. Employees who hold an EMT certificate and are assigned to an ALS non-transport unit shall receive a six percent (6%) supplement calculated on their base pay.

3. Employees who hold an EMT certificate and are assigned to an ALS transport unit shall receive a seven percent (7%) supplement calculated on their base pay.

b. Paramedics:

1. Employees who hold a Paramedic certificate shall receive an eight percent (8%) supplement calculated on their base pay.
2. Employees who hold a Paramedic certificate and are assigned to an ALS non-transport unit shall receive a twelve percent (12%) supplement calculated on their base pay.
3. Employees who hold a Paramedic certificate and are assigned to an ALS transport unit shall receive a sixteen percent (16%) supplement calculated on their base pay.

All bargaining unit members shall receive only one of the listed specialty pays provided in Section 3a and 3b above.

**Section 4.**

Any bargaining unit member assigned to the Hazardous Materials Team shall receive five percent (5%) supplement calculated on their base pay.

**ARTICLE 46**

**MERIT SYSTEM**

If an employee, after being reviewed at the end of one (1) year or nine (9) months, whichever is appropriate, is denied the merit step, said employee will receive a written statement from the Department Head stating why the merit step has been denied.

**ARTICLE 47**

**LONGEVITY**

a. Every member of the unit, upon completion of five (5) years continuous service shall have \$15.00 added bi-weekly to their regular pay on their anniversary date of hire.

b. On the earliest October 1<sup>st</sup> following the fifth (5<sup>th</sup>) anniversary date of hire, when a year or a major fraction of a year has passed, and on each October 1<sup>st</sup> thereafter,

the employee shall be entitled to additional longevity pay on a cumulative basis through their 30<sup>th</sup> year of continuous employment not to exceed \$150.00, in accordance with the following schedule.

- 6<sup>th</sup> – 9<sup>th</sup> year of continuous service - \$3.00 bi-weekly
- 10<sup>th</sup> – 14<sup>th</sup> year of continuous service - \$4.00 bi-weekly
- 15<sup>th</sup> – 19<sup>th</sup> year of continuous service - \$4.50 b-weekly
- 20<sup>th</sup> – 30<sup>th</sup> year of continuous service - \$5.00 bi-weekly

## **ARTICLE 48**

### **COLLEGE DEGREE**

#### **Section 1.**

The City agrees to pay \$45.00 per pay period after obtaining an Associate's Fire Science Degree, or other Associate's degree as set forth in Article 22, paragraph b, not to exceed \$45.00 total.

The City agrees to pay \$90.00 per pay period after obtaining a Bachelor's Degree, as set forth in Article 22, not to exceed \$90.00 total.

## **ARTICLE 49**

### **REIMBURSEMENT**

Any Firefighter who resigns or is terminated within three years of graduation from the Fire Academy, will be responsible to reimburse the City for the costs associated of such training, up to \$1,800.00 through a deduction from his/her final paycheck, including separation pay.

## **ARTICLE 50**

### **PAY PLAN**

#### **Section 1. Salary Increases.**

Bargaining unit members shall receive across-the-board adjustments to base pay as follows: Effective as of the first payroll cycle within which ratification of this Agreement occurs, the six percent (6%) pay reduction shall end and base pay shall be

restored to the amounts in effect June 6, 2019. Upon ratification of this Agreement, the City will forgo collecting any retroactive pay cuts from unit members from the date of imposition (June 7, 2019) until the pay period prior to the first pay period reflecting the salary cut. Effective as of the first payroll cycle in which the initial two percent (2%) increase in pension contributions occur as provided for in this Agreement, base pay shall be increased by four percent (4%). Effective as of the first payroll cycle after October 1, 2020, base pay shall be increased by four percent (4%). Effective as of the first payroll cycle after October 1, 2021, base pay shall be increased by four percent (4%).

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

See Exhibit 50A attached to this Agreement which reflects the adjustments to the pay scale set forth in Section 1 above. In addition, upon ratification of this Agreement, the Trainee step shall be eliminated. All new hires shall start at Step 1. Members in Trainee step as of the date of ratification, shall receive the four percent (4%) increase to base but will continue to progress through the steps at their current progression schedule.

**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

**Section 4. – 2 Longevities**

15 Years Longevity – 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. Bargaining unit members who, as of the date of ratification of this agreement, receive a 15 year longevity shall continue to receive it.

10 Years Longevity - Effective upon ratification, any bargaining unit member who has a minimum of 10 years of service with the City shall receive a 10 year longevity increase of 5% to base pay.

**Promotional Salary Progression:**

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

The parties agree that a bargaining unit member shall only receive either a 10 year longevity or 15 year longevity as outlined above.

20 Years Longevity – Effective October 1, 2020, individuals with 20 years of service shall receive a longevity increase of 5% to base pay.

**ARTICLE 51**  
**HAZARDOUS MATERIALS TEAM**

**Section 1.**

As positions open up on the hazardous materials team, they shall be filled from among personnel who have expressed an interest based on seniority in grade in accordance with Article 36, interest applications shall be solicited once per year. If specialized training is required, those individuals selected for the new position shall be sent for the appropriate training by the City. The City will maintain three (3) on-going lists in the classifications Firefighter, Engineer and Lieutenant with at least two (2) interested applicants in each classification.

**Section 2.**

If training slots are available to excess of those necessary for the Hazardous Materials Team members, individuals with seniority on the interest list shall have priority for such training in accordance with Article 36. The City shall use its best efforts to send those individuals on the interest lists for the appropriate training so that the interest lists will consist of at least two (2) trained individuals in each classification. If members in each classification signing up for the interest list already have the required training, there will be no need to train those members not trained except at the Fire Chief's discretion.

## ARTICLE 52

### PROCEDURE FOR CALLING IN PERSONNEL ON OVERTIME

#### Section 1.

Personnel are to be called in on a rank for rank basis. If no individuals in the same rank can be contacted, then individuals from a certified list of the same rank shall be contacted.

#### Section 2. Advance Notice of Staffing Shortage.

Whenever there is advance notice of overtime personnel needed, the next person on the overtime call list within the needed rank will be contacted. Hours shall be split up between the ranks/personnel in an effort to maintain equality of overtime hours.

#### Section 3. Non-Advance Notice.

1. Morning Overtime Interest List:

All bargaining unit members able to work the first twelve hours on the shift immediately following their duty day, will submit their name to the Telestaff Overtime Sign up List for Rescue, Suppression or both, no later than 6:00 a.m. on their duty day. The interest list will be sorted by the member with the lowest number of hours in the overtime pool within each rank. In the event of equal hours, the individual with the earliest date worked shall receive the overtime offer first.

This procedure is intended to maximize the efficiency at shift exchange by utilizing personnel that are in the City from the previous shift. Members who signed up should be in uniform with all necessary gear to relieve awaiting personnel. Day shift personnel may participate in this process on their RDO's, Holidays, and weekends. Day shift personnel who submit their names to the sign up list must be present at Fire Station Number One (1) in uniform and with all necessary gear before 7:00 a.m., the morning they signed up for.

2. The appropriate ranked personnel shall be held over from the previous shift in order to maintain proper manning, until properly relieved by oncoming overtime personnel.
3. In the event there are no names in the sign up list, the procedure outlined in Section 4 will be utilized.

4. The second twelve (12) hours will be called in using the same procedure as outlined in Section 4 below.
5. Placing of your name on the list constitutes a commitment of availability to work if needed. Non-acceptance of the OT assignment will result in the hours of overtime offer being charged as well as an additional twelve (12) hours.
6. Sign-up on an availability list will be limited to twenty-four (24) hours in advance.

**Section 4. Filling of Vacancies.**

1. When a vacancy occurs, whether as noted in Section 2 or Section 3 above, if the vacancy is for twenty-four (24) hours, the vacancy will be split into two (2) - twelve (12) hour segments.
2. The a.m. segment of the vacancy will be filled using the overtime call list, for non-advance notice as identified in Section 3, herein.
3. If multiple a.m. vacancies exist in the same rank, those shall be offered together when filling the a.m. vacancies.
4. After the a.m. vacancies have been filled and if a p.m. vacancy still exists, the overtime call list will be used to fill it.
5. If multiple p.m. vacancies exist in the same rank, those vacancies shall be offered together when filling the p.m. vacancies.
6. The individual working the first overtime period (a.m), will be offered the second overtime period (p.m.) after all ranked individuals have been offered the second overtime period (p.m.) for the vacancy and before an individual from a certified list is contacted.

**Section 5. Overtime for Probationary Firefighters.**

Firefighters will be eligible for overtime after completion of the bargaining unit member's probationary period or if determined to be an emergency by the shift commander. After completion of the probationary period, said individual will have their overtime (OT) accrual bank adjusted to reflect an amount equal to the highest person in the firefighting rank. They will then fall under all applicable procedures as noted in Sections 2, 3 and 4.

**Section 6. Promotions/Status Change**

1. Promotions- If a bargaining unit member is promoted; the bargaining unit member's profile will be adjusted to reflect the promotion. If the bargaining unit member's overtime (OT) accrual bank hours carried over from their previous rank are equal to or higher than the hours of the other personnel in the same rank, then no adjustment is needed. If the hours carried over from their previous rank are lower than the lowest person in the new rank, their overtime (OT) accrual bank hours will be adjusted to reflect an amount equal to the lowest person in that rank and slotted accordingly.

**Section 7. Recording of time**

An overtime (OT) accrual bank will be maintained to keep track of an individual's eligibility and amount of overtime.

Whenever a person is contacted to work overtime and either accepts or accepts then rejects the overtime, the appropriate amount of hours will be added to the bargaining unit member's overtime (OT) accrual bank. The bargaining unit member's position on the overtime call list will be based on the hours in the overtime (OT) accrual bank. A person already working one segment of shift on overtime shall not be charged for declining a second segment of overtime on the same shift.

If however, the person is not contacted before the needed position was filled, then his/her overtime (OT) accrual bank, would not be charged the time.

Division Chiefs will be responsible for entering all overtime into the overtime (OT) accrual banks of those individuals assigned to their division or working in their division on a temporary basis.

All personnel assigned to days will be eligible for overtime provided they meet the standards set by administration.

**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, provided, however, that paid holidays, vacation and compensatory time shall be considered work performed.

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.

**ARTICLE 54**  
**DRUG AND ALCOHOL TESTING**

**Section 1.**

The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the Department's operations, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the Department shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The Department agrees that requiring employees to submit to testing of this nature shall be limited to circumstances when an officer of higher rank and the Mayor, or acting Mayor in the event of the Mayor's absence, or the Director of Human Resources have a reasonable belief that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City's Personnel Rules or Departmental Rules and Regulations regarding the use of such substances. It is also understood by the parties that the aforementioned authority to require an employee to submit to such testing must be also approved by the Chief, or his/her designee within the Department.

**Section 2.**

It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, narcotic drug, or alcohol by its employees.

**Section 3.**

1. Bargaining unit members to be tested shall report to a collection site chosen by the City. The collection site shall have sufficient safeguards to ensure that proper chain of custody is maintained.
2. Bargaining unit members may, upon request, have a Union representative present during the testing procedure, provided that the test will not be postponed for more than one (1) hour to wait for a Union representative to be present. The City will advise the Union President or designee by telephone of the pending test, but in no

- instance will the one (1) hour waiting rule be waived or will the bargaining unit member taking the test have more than one representative present.
3. Bargaining unit members shall give a urine, breath, hair or combination thereof sample as directed by management. During said test, the bargaining unit member shall provide sufficient sample material for the laboratory to secure two (2) samples to be tested.
  4. If a bargaining unit member refuses to cooperate during the collection process by failing to complete the required paperwork, refusing to provide a specimen or otherwise attempts to adulterate or substitute a sample, said employee will be treated as having tested positive.
  5. The City shall verify all initial positive test results by a second test known as Gas Chromatography/Mass Spectrometry (GC/MS).
  6. The Fire Chief shall notify the bargaining unit member to report to the Human Resources Department to be informed by the Human Resources Director of the verified positive test results. The Union will be provided with a copy of the test results, provided the employee has executed a consent form.
  7. If the bargaining unit member so requests, said member shall be given a copy of the test results after the City has received same. The results of such test shall be confidential and are not to be made public unless required by law.
  8. A bargaining unit member who receives a verified positive result may contest or explain the results to the City, by notifying the Human Resources Department, within four (4) days after receiving notification of the positive test result. This includes the right of the bargaining unit member to challenge the results of the laboratory. In this case, it is the responsibility of the bargaining unit member to inform the laboratory of this action and to give directions for the disposition of a sample of the disputed specimen to a certified lab for retesting. To facilitate the testing of a disputed specimen, all positive specimens will be retained by the laboratory in long-term frozen storage for a minimum of 180 days. The bargaining unit member is responsible for the cost of the retest. Chain of custody procedures must be followed in transferring a portion of the sample to the second laboratory

9. In the event of a positive result, the Fire Chief shall recommend disciplinary action, up to and including dismissal. The Mayor may impose discipline within his discretion and can consider individual circumstances and mitigating factors.
10. If a bargaining unit member has a positive result, but has no prior conduct indicating substance abuse, the Mayor may place the bargaining unit member under a six (6) months supervision agreement with additional testing commencing upon successful completion of a City-approved rehabilitation program. Testing during this supervision period will be at the discretion of the City. Failure to successfully complete the rehabilitation program or a subsequent positive drug/alcohol test is sufficient grounds for termination.

**Section 4. State and Federal Law**

In the event Federal or State law requires testing a bargaining unit member over and above what is outlined in the Article, the parties agree to abide by same.

**ARTICLE 55**

**SICK LEAVE ACCRUAL**

**Section 1.**

There shall be one (1) bank of sick leave time for each employee.

**Section 2.**

The number of hours to be accumulated for sick leave shall be twelve (12) hours per month for shift workers, and ten (10) hours per month for 40-hour work week employees, and 7.5 hours per month for 37.5 hour work week employees.

**Section 3.**

- a. Any shift employee with 1156 hours shall be paid for all hours above the 1156 hours, and all 40/37.5 hour employees shall be paid for all hours above 960. Employees may elect to have all or a portion of their pay-outs placed into Deferred Compensation up to the maximum allowed by law.
- b. Employees shall be paid for their sick leave at the rate of pay accrued.
- c. The payment for sick leave shall be made no later than the first pay period in January.

- d. In the event the City is unable to pay for all time requested, those individuals over the maximum will be paid first and the remaining will be paid to the maximum monies available with the unpaid remaining time going to their respective individual sick leave accrual.

**Section 4.**

At the employee's option, the employee may request a conversion of sick time to vacation time up to a maximum of forty-eight (48) hours for shift workers, forty (40) hours for 40-hour work week employees, and thirty-seven and one half (37.5) hours for 37.5 hour work week employees each year; provided, however, the employee shall have a minimum of four hundred (400) hours of accumulated sick leave in order to request the conversion.

**Section 5.**

Employees shall be paid upon separation, other than termination, a percentage of the value of their sick leave bank based upon their total years of service as provided below:

<b><u>YEARS</u></b>	<b><u>PAYOFF PERCENTAGE</u></b>
0 – 9	0%
10 and Up	100% - limit 960 hours accumulation of which 960 hours shall be paid out for 40/37.5 hour employees and 1156 hours accumulation for shift employees.

**Section 6.**

Upon ratification by both parties the following sick leave policy shall become effective:

- a. The dollar value of the employee's current sick leave that is added to the bank since January 11, 2012, shall be based on the employee's rate of pay at time of ratification of this Agreement.
- b. After ratification, sick leave shall be earned and carried as a dollar value based on the rate of pay in effect at the time earned and deducted based on the rate of pay in effect at the time it is used. The total dollar value of an employee's sick leave bank, at time of separation shall be paid out to the employee based upon the appropriate percentage, given the employee's years of service as of the date of separation.

**Section 7.**

Employees who are terminated by the City for disciplinary reasons shall forfeit current or accrued sick leave. Employees may exercise their rights in accordance with Rule XI, Section 2 (b) of the Civil Service Rules.

**Section 8.**

In the event of an employee's permanent disability or death, 100% of the employee's sick leave 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/her permanent disability or death.

**Section 9.**

Any employee who buys time in order to vest or reach normal retirement, shall have the time added to his/her City time to determine the total number of years of service for calculation of pay out of sick leave under Section 4 or this Article.

**ARTICLE 56**

**PENSION OR PAY ENHANCEMENTS**

Should the City, after the ratification of this Agreement, grant to the police bargaining unit a modification of pension benefits or pay that is monetarily more valuable than the existing provisions as to pension or pay in this Agreement, the City shall offer the equivalent modification to Local 1102, which shall submit it to a ratification vote of the unit. This Article shall pertain solely to modifications made to the Fraternal Order of Police collective bargaining agreement with the City that expires on September 30, 2021, and this Article shall expire at midnight, September 30, 2021.

**ARTICLE 57**

**INTEGRITY OF THE FIRE DEPARTMENT**

**Section 1.**

The City agrees that in order to maximize the efficiency of our manpower, and acknowledging the fact that our Rescue personnel are used to augment our Fire Suppression personnel, that all persons hired to fill either Rescue and/or Fire Suppressions functions shall be State Certified Firefighters at the time of their hiring or

that the City will provide training for those individuals until they become State Certified Firefighters.

**Section 2.**

The parties agree that during the term of this contract, the City will neither civilianize, or privatize, any of the acknowledged firefighting or rescue functions of the members of the Bargaining Unit without the Unit's consent.

**ARTICLE 58**

**PARENTAL LEAVE**

**Section 1.**

Parental leave for the birth of a child and in order to care for that child for a period of time in an amount that does not exceed the maximum time allowed by the Family Medical Leave Act (FMLA) (combined approved leave and leave without pay) shall be available to all sworn Bargaining Unit members, without loss of seniority. The entitlement to leave for the birth of a child shall expire at the end of the twelve (12) month period beginning on the date of such birth. Upon return to active duty, all employees having utilized the parental leave shall be considered as having been continuously employed for the period of said leave.

**Section 2.**

An employee who returns from parental leave, shall have the right to return to the same area of assignments, from which said employee went on parental leave. This right shall not include, however, reassignments made as an accommodation to an employee, for the purpose of retaining the employee in a work status for a longer period of time. An employee, who replaces another employee on parental leave, may also be returned to his or her prior area of assignment.

**ARTICLE 59**

**SEPARATION PAY**

Limitation on separation pay at time of retirement:

- (a) Those with less than \$25,000 to be paid in full the first year.

(b) Those with \$25,000 to \$50,000 to be paid \$25,000 the first year and the remaining in the second year.

(c) Those with greater than \$50,000 to be paid \$25,000 the first year, a minimum of \$25,000 the second year and the balance the third year.

(d) Those being paid out in multi-years will receive interest on their remaining monies equal to the interest received by the City on its funds, (i.e., time weight average based on Federal Funds, documented by financial statements).

(e) If retiree dies before receiving all of their separation pay the City shall pay the balance in full immediately to the person's estate.

(f) Employees shall have the option to receive first and second pay out, as it relates to this Article, in the same calendar year, as long as the pay outs are in different fiscal years. The employee may also opt to be paid for second and third pay out in the same manner, as long as pay outs are in different fiscal years.

(g) Employees who submit a non revocable letter of retirement 120 days prior to retiring shall have the maximum permitted to be paid into deferred compensation paid in their name from any approved leave time they have on the books.

## **ARTICLE 60**

### **DEATH IN FAMILY**

#### **Section 1. 24 Hour Shift Worker.**

In the case of death in the immediate family, at the employee's request, thirty six (36) consecutive hours off, with pay, shall be granted to attend the family member's funeral service within the State of Florida. In the case of death in the immediate family, at the employee's request, sixty (60) consecutive hours off, with pay, shall be granted to attend the family member's funeral service outside the State of Florida. Time off with pay under this Article shall be granted pursuant to the requirements of Section 3 of this Article. Immediate family is construed to mean the following: father, step-father, mother, step-mother, sister, step-sister, half-sister, brother, step-brother, half-brother, husband, wife, child, step-child, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, grandchild and grandparents of the employee, and may also include any other person who was an actual member of the employee's household.

**Section 2. 37.5 Hour Day Worker.**

In the case of death in the immediate family, at the employee's request, three (3) consecutive working days off, with pay, shall be granted to attend the family member's funeral service within the State of Florida. In the cases of death in the immediate family, at the employee's request, forty (40) consecutive hours, with pay, shall be granted to attend the family member's funeral service outside the State of Florida. Time off with pay under this Article shall be granted pursuant to the requirements of Section 3 of this Article. Immediate family is construed to mean the following: father, step-father, mother, step-mother, sister, step-sister, half-sister, brother, step-brother, half-brother, husband, wife, child, step-child, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, grandchild and grandparents of the employee, and may also include any other person who was an actual member of the employee's household.

**Section 3.**

It shall be the responsibility of the employee to provide the Human Resources Department with proper documentation of the death in the immediate family upon return to work in order to qualify for said benefits. In addition, employees granted the out-of-state benefit will be required to provide the Human Resources Department proper documentation that travel out-of-state and attendance at funeral services were actually completed (i.e., airline tickets or gas receipts).

**ARTICLE 61**

**LINE OF DUTY INJURIES**

**Section 1.**

An employee who sustains a job connected injury and who has been determined to be entitled to receive benefits in accordance with the applicable City Code provision, shall be carried in full pay status and eligible to receive up to 100% of their salary at the time of the injury, less any money received for Workers' Compensation benefits for a period not to exceed twenty-six (26) weeks.

**Section 2.**

If the injury renders the employee disabled from performing their duties in the classified service beyond the twenty-six (26) weeks referred to in Section 1, the employee

shall receive an amount of money equal to seventy-five percent (75%) of the employee's salary at the time of injury, less any money received from Workers' Compensation or Retirement benefits, for an additional fifty two (52) weeks.

**Section 3.**

An employee who has sustained a job connected injury, has been approved to receive disability retirement benefits from the City of Hialeah Retirement System, and who is unable to perform any work for the City after the fifty two (52) week period referenced in Section 2 will be eligible to continue to receive seventy-five percent (75%) of the employee's salary at the time of the injury, less any money received from Workers' Compensation, any benefits derived from the Retirement System, for an indefinite period of time.

**Section 4.**

All employees, who are receiving benefits for twenty six (26) weeks post their on-the-job injury (100% of salary) shall continue to earn and accrue full employee benefits as long as the employee is carried in pay status under Section 1.

**Section 5.**

Any employee denied entitlement to disability benefits, pursuant to this Article, shall have the right to grieve such denial under Article 30, Grievance Procedure, of the Collective Bargaining Agreement.

**Section 6.**

If an employee files a lawsuit against the City regarding the accident giving rise to the disability, then the benefits provided for in this Article, excluding Workers' Compensation, shall be suspended pending determination of said litigation.

**Section 7.**

The insurance premium of an employee receiving benefits, pursuant to City Code Section 70-67 shall be the same as an active employee, until one hundred and four (104) weeks of benefits are exhausted (initial 26 weeks plus additional 78 weeks). After 104 weeks, or extended if the employee is completing the application for disability retirement,

employees shall be responsible for the full cost of health insurance for any dependent coverage.

This provision will not affect or alter the insurance benefits of an employee who has been accepted/classified permanently and totally disabled, in accordance with requirements of Florida Workers' Compensation Law.

**Section 8.**

An employee diagnosed as permanently and totally disabled as a result of an in-line-of-duty accident/injury, who is unable to perform any work for the City, notwithstanding any reasonable accommodations made for that employee's particular disability, or who has been receiving disability benefits for seventy eight (78) weeks shall be required to submit an application and initiate the process for disability retirement including, but not limited to, attending scheduled doctor's appointments.

**Section 9.**

Any employee who fails to comply with the requirement to submit an application and initiate the process for disability retirement or any and all other regulations including, but not limited to, statutory obligations under the Florida Workers' Compensation Law, including complying with doctor mandated work restrictions, with respect to their job connected injury, shall have the employee's benefits suspended, pursuant to this Article and/or the applicable Code provisions, pending compliance. If, at the end of one hundred and four (104) weeks unless extended, the employee has not completed the process for disability retirement as set forth in Section 8 above, the employee's benefits, under this Article shall be suspended until such time as the employee complies.

**Section 10.**

A. An employee, who retires from the City on a disability retirement, shall continue to pay the active group health insurance rate for group health insurance coverage (single dependent and/or family coverage), if the employee desires such coverage, only if the retiree is on a disability retirement for line-of-duty injuries elects to receive a service pension under 70-238 up to a maximum of 66 2/3 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the Retirement System. An employee, who retires from the City on disability for line-of-

duty injuries, who elects to a service pension under 70-238, up to a maximum of 75 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary, to which an annuity contribution has been paid to the Retirement System, shall pay the full insurance premium for group health insurance coverage (single dependent and/or family coverage), if the employee desires such coverage. In no event will the employee pay more for the health insurance coverage offered pursuant to the union contract, than an employee covered by Section 70-240(e), as amended, pays for health insurance coverage, except as modified by Section 7. At age 65, upon being eligible for and enrolling in Medicare Part A and Part B coverage, the City will pay the full cost of the retiree only.

B. A retiree for a total and permanent disability under section 70-248 for line of duty injuries shall be eligible for enhanced disability benefits if the disability is caused by a severe injury in the line of duty, which is the direct result of one specific violent event, involving a substantial physical impact to the employee-retiree. If an employee-retiree contracts Acquired Immune Deficiency Syndrome (“AIDS”) or Hepatitis-C through the transmission of bodily fluids as a direct result of one specific event occurring in the line of duty, documented at the time of the event, and the employee, at the time of the event has exercised universal precautions and complied with all applicable standard operating procedures and policies of the City of Hialeah, then such employee-retiree is entitled to the enhanced benefits provided herein. The enhanced benefits shall be a service pension limited to and only to a maximum of 75 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary, with the retiree only responsible for payment of the active rate for health insurance for single dependent and/or family coverage, if the retiree desires such coverage.

This does not apply to employees who have applied for total and permanent disability under section 70-248 on or before January 1, 2007 and later retire with a disability under section 70-248.

**Section 11.**

Nothing in this Article prevents the City from making accommodations for employees, who may otherwise be eligible to receive disability retirement benefits. The

City specifically reserves the right to accommodate any employee, who has sustained an injury in the line of duty. Any employee who refuses to accept an accommodation offered to them by the City shall not be entitled to receive in line of duty disability benefits, pursuant to the City Code. Nothing in this section withstanding, no employee shall have the asserted right to continue in light duty status.

**Section 12.**

The Sections in this Article referring to work in any job capacity for the City shall mean within the Fire Department for all sworn Fire Fighters.

**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.

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 engage in employment of any kind, including self-employment, while on sick leave.

**ARTICLE 63**

**OFF-DUTY INJURIES**

The City has no duty to accommodate any employee who has sustained an off duty injury not covered by the ADA. No employee shall have the asserted right to continue in light-duty status for an off duty injury not covered by the ADA.

The City reserves the option to accommodate an employee who has sustained an off duty injury, within the discretion of the Fire Chief.

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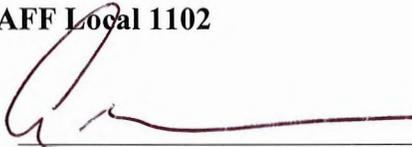
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EXECUTED as of the 30 day of January, 2020.

**The IAFF Local 1102**

**The City of Hialeah, Florida**

By:

  
Eric Johnson, Union President

By:

  
Mayor Carlos Hernandez

By:

  
Stephen Lyon, Union Vice-Pres.

By:

  
Lorena Bravo  
City Attorney

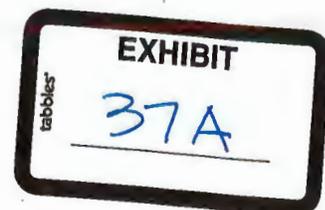
### 2020 MEDICAL PLAN SUMMARIES

	CIGNA		UNITED HEALTHCARE	
	OPEN ACCESS PLUS Option OAP/ HMO		BASE Option PPO	PREMIER Option PPO
	In-Network		In-Network	In-Network
<b>CALENDAR YEAR DED. (CYD):</b>				
Individual:	\$8,000	\$1,500 In / \$3,000 Out-of-Network	\$750 In / \$1,250 Out-of-Network	
Family:	\$12,000	\$4,500 In / \$9,000 Out-of-Network	\$1,500 In / \$3,750 Out-of-Network	
<b>COINSURANCE (COINS)</b>	30%	20% in-network / 40% out of network	10% in-network / 30% out of network	
<b>PRIMARY PHYSICIAN VISIT (PCP)</b>	\$10 co-pay	\$25 co-pay	\$25 co-pay	
<b>SPECIALIST VISIT</b>	\$60 co-pay	\$50 co-pay	\$50 co-pay	
<b>PCP REFERRAL REQUIRED</b>	NO	NO	NO	
<b>VIRTUAL VISITS (E-VISITS)</b>	\$10 co-pay	\$5 co-pay	\$5 co-pay	
<b>IN-PATIENT HOSPITAL SERVICES</b>	30% AFTER CYD	20% AFTER CYD	10% AFTER CYD	
<b>OUT-PATIENT SURGERY</b>				
Hospital:	30% AFTER CYD	20% AFTER CYD	10% AFTER CYD	
Freestanding Facility:	\$350 co-pay	20% AFTER CYD	10% AFTER CYD	
<b>MAJOR DIAGNOSTIC/COMPLEX IMAGING</b>	\$75 co-pay	20% AFTER CYD	10% AFTER CYD	
<b>EMERGENCY ROOM</b>	\$350 co-pay	\$250 co-pay	\$250 co-pay	
<b>URGENT CARE</b>	\$60 co-pay	\$50 co-pay	\$50 co-pay	
<b>PRESCRIPTION DRUG (RX): 30 DAYS</b>				
Preferred Tier 1:	\$0 / \$10 co-pay	\$10 co-pay	\$10 co-pay	
Preferred Tier 2:	\$50 co-pay	\$30 co-pay	\$30 co-pay	
Preferred Tier 3:	\$75 co-pay	\$50 co-pay	\$50 co-pay	
Preferred Tier 4:	20%	20%	20%	
<b>RX DRUG DEDUCTIBLE</b>	NONE	\$25	\$25	
<b>OUT-OF-POCKET:</b>	Includes CYD, Coins, & Copays	Includes CYD, Coins, & Copays	Includes CYD, Coins, & Copays	
Individual:	\$7,900	\$5,000 In / \$10,000 Out-of-Network	\$4,000 In / \$8,000 Out-of-Network	
Family:	\$15,800	\$15,000 In / \$30,000 Out-of-Network	\$12,000 In / \$24,000 Out-of-Network	
<b>LIFETIME MAXIMUM</b>	Unlimited	Unlimited	Unlimited	

### 2020 GAP PLAN OPTIONS

#### American Public Life

	Basic GAP Plan	Advanced GAP Plan
	Plan 1	Plan 2
<b>In Hospital Policy:</b>		
<b>Max In-Hospital Benefits</b>	\$7,900 per person per CY* Max \$15,800 per family per CY*	\$7,900 per person per CY* Max \$15,800 per family per CY*
<b>In-Hospital Ambulance Benefits</b>	Up to \$7,900 per ground transport Up to \$7,900 per air transport Limited to one trip per CY confined as an inpatient*	Up to \$7,900 per ground transport Up to \$7,900 per air transport Limited to one trip per CY confined as an inpatient*
<b>Outpatient Policy:</b>		
<b>Max Outpatient Benefits</b>	\$250 per covered person per CY*	\$7900 per covered person per CY*
<b>Outpatient Ambulance Benefit</b>	Up to \$250 per ground trip Up to \$250 per air transport Limited to one trip per CY* residing less than 18 hrs*	Up to \$7,900 per ground trip Up to \$7,900 per air transport Limited to one trip per CY* residing less than 18 hrs*
<b>Optional Benefit Riders:</b>		
<b>Physician or Specialty Outpatient Treatment</b>	Physician - \$25 per visit Specialist - \$50 per visit <i>For treatment in hospital outpatient facility or physician's office</i>	Physician - \$25 per visit Specialist - \$50 per visit <i>For treatment in hospital outpatient facility or physician's office</i>



**2020 DENTAL PLAN OPTIONS**

SERVICES	Cigna	Cigna	Dental PPO Plan	
	DHMO Base Plan P7X00	DHMO Premier Plan A2109	In-Network	Out-of-Network
Provider Network	Access Plus National Network	Access Plus National Network	PPO	
<b>PROVIDER NETWORK</b>				
<b>CALENDAR YEAR DEDUCTIBLE (CYD)</b>				
Individual:	N/A	N/A		\$50
Family:	N/A	N/A		\$150
Applied to Preventive	N/A	N/A		Yes
Annual Maximum	Unlimited	Unlimited		\$1,200
Out-of-Network Reimbursement	N/A	N/A		MAC
<b>Reimbursement Schedule:</b>				
Preventive	Copay Schedule	Copay Schedule		100%
Basic Services	Copay Schedule	Copay Schedule		80%
Major Services	Copay Schedule	Copay Schedule		50%
Oral Evaluations	D0120 - \$0	D0120 - \$0		Preventive
Intraoral Series, X-rays	D0210 - \$0	D0210 - \$0		Preventive
Prophylaxis (Cleanings)	D1110 - \$0	D1110 - \$0		Preventive
Fluoride Treatment	D1208 - \$0	D1208 - \$0		Preventive
Sealants	D1351 - \$12 per tooth	D1351 - \$0		Preventive
Restorations (Amalgam / Composite)	D2140 - \$0 / D2330 - \$0	D2140 - \$0 / D2330 - \$0		Basic
Simple Extractions	D7140 - \$6	D7140 - \$0		Basic
Periodontics Scaling/Planning	D4910 - \$40	D4910 - \$30		Major
Endodontics (Root Canal)	D8310 - \$100	D8310 - \$50		Major
Complex Extractions	D7241 - \$135	D7241 - \$70		Major
Crowns	D2740 - \$285	D2740 - \$225		Major
Dentures	D5110 - \$225	D5110 - \$275		Major
Bridges	D5211 - \$225	D5211 - \$275		Major
<b>Orthodontia:</b>				
Orthodontics	(Adult & Child) \$2,592 Max	(Adult & Child) \$1,992 Max	(Children) 50% to \$1,000 Max	

**2020 VISION PLAN OPTION  
CIGNA**

SERVICES	In-Network
Provider Network	
<b>FREQUENCY SCHEDULE:</b>	<b>12/12/24/12</b>
Comprehensive Exam	Once every 12 months
Eyeglass Lenses	Once every 12 months
Eyeglass Frames	Once every 24 months
Contact Lenses (in lieu of glasses)	Once every 12 months
<b>PLAN FEATURES:</b>	
Exam	\$10 copay
Materials	\$10 copay (contact lenses N/A)
Standard Contact Lens Fit	\$160 allowance also applies
Premium Contact Lens Fit	\$160 allowance also applies
<b>EYEGLASS LENSES OPTIONS:</b>	
Single Vision Lenses	Covered 100% after copay
Bifocal Lenses	Covered 100% after copay
Trifocal Lenses	Covered 100% after copay
Lenticular Lenses	Covered 100% after copay
Standard Progressive Lenses	Covered 100% after copay + 20% discount
Premium Progressive Lenses	Covered 100% after copay + 20% discount
<b>CONTACT LENSES OPTIONS:</b>	
Elective	\$160 allowance applies to all contact lens materials and fittings/evaluations
All Other Elective Contact Lenses	
Necessary Contact Lenses	Covered 100%
Frame Retail Allowance	Up to \$120 allowance, then 20% discount
<b>ADDITIONAL SERVICES:</b>	
Laser Vision Discount	Discounts may be available

**2020 BI-WEEKLY RATES FOR SWORN FIREFIGHTERS (EFFECTIVE 1/1/2020)**

**HEALTH INSURANCE**

	Open Access Plus (OAP) Plan/ HMO with Cigna Healthcare	PPO Base Plan administered by United Healthcare	PPO Premier Plan administered by United Healthcare
Employee only	\$32.44	\$70.15	\$80.52
Employee and Spouse	\$135.59	\$164.11	\$186.77
Employee and Child(ren)	\$122.74	\$153.20	\$174.36
Employee and Family	\$195.17	\$230.06	\$261.82

**GAP (GAP CAN ONLY BE USED WITH HMO PLAN)**

	Basic GAP Plan through American Public Life with HMO Plan		Advanced GAP Plan through American Public Life with HMO Plan	
	Ages 18-54	Ages 55+	Ages 18-54	Ages 55+
Employee only	\$8.79	\$16.74	\$27.39	\$41.08
Employee and Spouse	\$18.96	\$33.52	\$49.50	\$67.10
Employee and Child(ren)	\$21.38	\$29.46	\$53.41	\$73.94
Employee and Family	\$34.32	\$48.89	\$75.32	\$99.97

**DENTAL AND VISION**

	Dental DHMO Base Plan with Cigna Healthcare	Dental DHMO Premier Plan with Cigna Healthcare	Dental PPO Plan with Cigna Healthcare	Vision with Cigna Healthcare
Employee only	\$6.46	\$9.02	\$19.33	\$3.01
Employee and Spouse	\$11.37	\$16.99	\$36.40	\$6.03
Employee and Child(ren)	\$11.27	\$17.06	\$36.55	\$6.09
Employee and Family	\$16.68	\$26.70	\$57.23	\$9.72

## INSURANCE PREMIUMS FOR SWORN FIREFIGHTERS (EFFECTIVE 1/1/2020)

### OAP/ HMO PLAN

	Monthly <u>Premium</u>	City's <u>Contribution</u>	City's Contribution <u>by percentage</u>	Emp. Pays <u>Monthly</u>	Emp. Pays <u>Bi - Weekly</u>
Employee	\$499.60	\$429.31	86%	\$70.29	\$32.44
Employee + Spouse	\$1,348.46	\$1,054.68	78%	\$293.78	\$135.59
Employee + Child(ren)	\$1,098.56	\$832.62	76%	\$265.94	\$122.74
Employee + Family	\$1,716.86	\$1,293.99	75%	\$422.87	\$195.17

### SELF-FUNDED BASE PLAN

	Monthly <u>Premium</u>	City's <u>Contribution</u>	City's Contribution <u>by percentage</u>	Emp. Pays <u>Monthly</u>	Emp. Pays <u>Bi - Weekly</u>
Employee	\$511.00	\$359.01	70%	\$151.99	\$70.15
Employee + Spouse	\$1,185.26	\$829.69	70%	\$355.57	\$164.11
Employee + Child(ren)	\$1,106.47	\$774.54	70%	\$331.93	\$153.20
Employee + Family	\$1,661.52	\$1,163.06	70%	\$498.46	\$230.06

### SELF-FUNDED PREMIER PLAN

	Monthly <u>Premium</u>	City's <u>Contribution</u>	City's Contribution <u>by percentage</u>	Emp. Pays <u>Monthly</u>	Emp. Pays <u>Bi - Weekly</u>
Employee	\$581.55	\$407.09	70%	\$174.46	\$80.52
Employee + Spouse	\$1,348.91	\$944.24	70%	\$404.67	\$186.77
Employee + Child(ren)	\$1,259.23	\$881.46	70%	\$377.77	\$174.36
Employee + Family	\$1,890.91	\$1,323.64	70%	\$567.27	\$261.82

### UNITED MEDICARE ADVANTAGE

	Monthly <u>Premium</u>
Retiree only	\$0.00
Retiree and Spouse	\$296.19



Exhibit 50A – Pay Scales – FY2020-FY2022

**TODAY:**

Current Salary Schedule

(6% cut imposed by resolution of Council June 7, 2019)

	Trainee	1	2	3	4	5	6	7	8	9
Firefighter	1272	1667	1750	1838	1929	2025	2125	2234	2346	2463
Engineer						2151	2257	2374	2491	2615
Lieutenant					2324	2441	2562	2690	2827	2969
Captain								3096	3252	3415
District Chief								3305	3470	3644

**UPON RATIFICATION BY UNION AND CITY:**

Salary Schedule

(6% restored – Scale in effect on June 6, 2019 restored)

	Trainee	1	2	3	4	5	6	7	8	Step 9 is eliminated from Scale renamed as 10 year Longevity
Firefighter	1353	1773	1862	1955	2052	2154	2261	2377	2496	
Engineer						2288	2401	2525	2650	
Lieutenant					2472	2597	2725	2862	3007	
Captain								3294	3460	
District Chief								3516	3692	

**UPON ADOPTION OF PENSION ORDINANCE IMPLEMENTING 2% CONTRIBUTION:**

Salary Schedule

(4% COLA raise contemporaneous with 2% contribution to Pension)

	Trainee Step is Eliminated	1	2	3	4	5	6	7	8
Firefighter		1844	1936	2033	2134	2240	2351	2472	2596
Engineer						2380	2497	2626	2756
Lieutenant					2571	2701	2834	2976	3127
Captain								3426	3598
District Chief								3657	3840



Exhibit 50A – Pay Scales – FY2020-FY2022

- Trainee Step is eliminated; All new hires start at Step 1
- Current Trainees receive 4% COLA (1407) BUT will progress through steps at current progression schedule

**EFFECTIVE FIRST FULL PAY PERIOD AFTER OCTOBER 1, 2020:**  
(4% COLA raise)

	<b>Trainee Step is Eliminated</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Firefighter		1918	2014	2115	2219	2330	2445	2571	2700
Engineer						2475	2597	2731	2866
Lieutenant					2674	2809	2947	3096	3252
Captain								3563	3742
District Chief								3803	3993

- Trainee Step is eliminated; All new hires start at Step 1

**EFFECTIVE FIRST FULL PAY PERIOD AFTER OCTOBER 1, 2021**  
(4% COLA raise)

	<b>Trainee Step is Eliminated</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Firefighter		1994	2094	2199	2308	2423	2543	2674	2808
Engineer						2574	2701	2840	2981
Lieutenant					2781	2911	3065	3219	3382
Captain								3705	3892
District Chief								3955	4153

- Trainee Step is eliminated; All new hires start at Step 1