

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HIALEAH &
AFSCME UNION, LOCAL 161
RE: REIMBURSEMENT OF LIFEGUARD CERTIFICATIONS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between City of Hialeah (“CITY”) and Hialeah Civil Service Employees Association/AFSCME, Local 161 (“UNION”), collectively referred to herein as “PARTIES.”

WHEREAS, the UNION represents part time lifeguards;

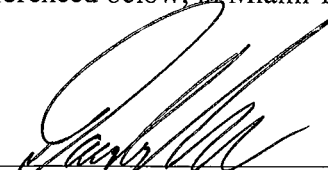
WHEREAS, the CITY, in order to continue its efforts of recruiting lifeguards, has determined that reimbursing applicants for the required certifications may attract individuals to work at the CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, it is hereby agreed between CITY and UNION that:


1. The CITY will reimburse *new* year-round part-time lifeguards, lifeguard instructors, and chief guards, non-seasonal, for their Certification(s) as long as they remain employed with the CITY for a period of eight (8) months after obtaining the Certification(s).
2. The CITY will reimburse *current* year-round lifeguards, lifeguard instructors and chief guards, non-seasonal, for any Certification/Re-Certification(s) obtained *after the effective date of this MOU* as long as they remain with the CITY for a period of eight (8) months after obtaining the Certification/Recertification(s).
3. The Certifications that will be reimbursed are the following: Lifeguard, Lifeguard Instructor, AFO/CPO, CPR/AED, Water Safety Instructor (WSI), Bloodborne Pathogen, Oxygen Administration, Water Aerobics (Water Fitness), Arthritis and First Aid.
4. Employees must seek and obtain approval, via a written memorandum, from their immediate supervisor and the Director of Parks & Recreation prior to obtaining additional Certifications.
5. If the employee resigns within eight (8) months after their Certification/Re-Certification(s) date, they shall pay the CITY back the cost for the Certification/Re-Certification(s) at the time of resignation. The employee will execute an agreement to this effect.

6. This MOU constitutes the entire understanding and agreement between the PARTIES and can be modified, amended, or revoked only by written consent of both PARTIES.
7. This Agreement shall be interpreted pursuant to the laws of the State of Florida.

THIS AGREEMENT is executed by and between the parties on the dates and times as referenced below, in Miami-Dade County, Florida.

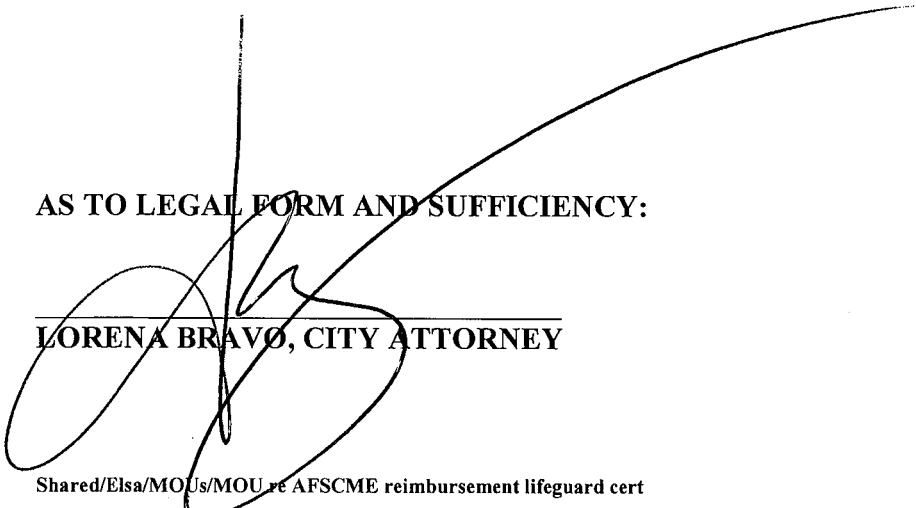


David Alonso
AFSCME Union President
Date: June 24, 2021



Carlos Hernandez, Mayor
Date: 6-28-21

AS TO LEGAL FORM AND SUFFICIENCY:



LORENA BRAVO, CITY ATTORNEY

Shared/Elsa/MOU/Js/MOU re AFSCME reimbursement lifeguard cert