

RESOLUTION NO. 2013- 116

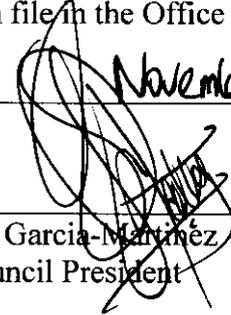
RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA RATIFYING AND APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1102, AND THE CITY OF HIALEAH, FLORIDA FOR A PERIOD FROM OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016, A COPY OF WHICH WILL BE ON FILE IN THE OFFICE OF THE CITY CLERK.

WHEREAS, on November 12, 2013, IAFF, Local 1102, ratified the proposed collective bargaining agreement by majority vote of the votes cast of the bargaining unit members.

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

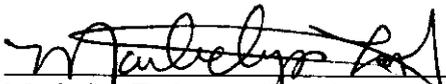
Section 1: The Mayor and the City Council of the City of Hialeah, Florida hereby ratify and approve the Collective Bargaining Agreement between the International Association of Firefighters, Local 1102, and the City of Hialeah, Florida for a period from October 1, 2013 through September 30, 2016, a copy of which will be on file in the Office of the City Clerk.

PASSED AND ADOPTED this 12 day of November, 2013.

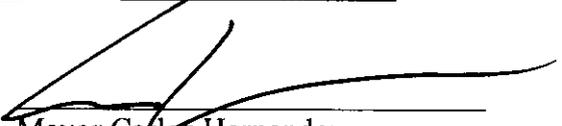


Isis Garcia-Martinez
Council President

Attest: Approved on this 13 day of November, 2013.

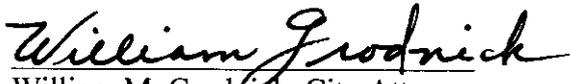


Marbelys Fatjo, Acting City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

CITY OF HIALEAH
CITY ATTORNEY'S OFFICE

ITEM # 5

NOV 12 2013

RESO 114

MEMORANDUM

TO: Mayor Carlos Hernandez, and
Members of the Hialeah City Council

FROM: William M. Grodnick, City Attorney *Wmg*

DATE: October 31, 2013

RE: Approval of Collective Bargaining Agreement between I.A.F.F., Local 1102,
and the City of Hialeah

The proposed Collective Bargaining Agreement being presented for approval is a three-year agreement, covering the time period from October 1, 2013 through September 30, 2016. The proposed Agreement includes monetary concessions in the first fiscal year of approximately \$1.7 million and includes major pension reform representing approximately \$75 million in savings over a 30-year period, which will reduce the unfunded or future liability of the Hialeah Retirement System. The significant changes in the Collective Bargaining Agreement are as follows:

Pension Reform

- 1. Change from Non-Contributory System to Contributory System.** The existing system was premised on an employee annuity contribution of 7% to the pension system, which was returned to the employee in lump sum with interest upon separation from the City or retirement or any time after retirement when requested by the employee. The proposed change for each new or future year for existing firefighters (who are not fully vested with normal retirement benefits) and for new firefighters hired on or after November 15, 2013 is a 4% contribution based on compensation based on the amount of salary, longevity and special pay. During the first fiscal year, Fiscal Year 2013-2014, only, existing firefighters and new firefighters hired during the year shall pay a 5%. If the funding of the Pension Plan exceeds 80% funded, the firefighter contribution will be reduced to 3%. If the funding of the Pension Plan exceeds 100% funded, there will be no firefighter contribution.
- 2. Full retirement benefits for new employees hired on or after November 15, 2013.** In addition to the 4% firefighter contribution, the point system (age plus years of service with a minimum of 20 years of service) for eligibility of full retirement benefits has been increased from 70 points to 76 points. The annual base pension of \$1,800 has been eliminated. The percentage of the 10-year COLA that is added to a retiree pension has been reduced from 2% per year commencing at age 52 to 1% per year.

3. **Vested or deferred retirement benefits for existing and new firefighters hired on or after November 15, 2013.** For existing firefighters who retire with at least 10 years of civil service and less than 70 points and for new firefighters hired on or after November 15, 2013, who later retire with at least 10 years of service and less than 76 points, retirement benefits will commence at age 59½ rather than at age 55 as so provided in the current pension system. In addition, the annual base pension of \$2,800 is eliminated.
4. **Extension of civil service years with retirement benefits.** Firefighters who have worked in excess of 25 years of actual civil service may receive an additional retirement benefit of 1.5% for each year of additional service up to a maximum of three years. Normal retirement benefits for each year of service for the first 25 years with the 70 points (existing firefighters) or 76 points (new firefighters) is 3%. This represents an additional savings towards future City pension contributions.
5. **Deferred Retirement Option Plan (DROP).** The Plan has been revised to limit the DROP to firefighters in full duty status at time of election and for firefighters who remain in full duty status (not in permanent light duty status) throughout the three years of the DROP.

Monetary Concessions and Provisions

1. **Fiscal Year 2013-2014.** 5% Pension contribution. Birthday leave eliminated. 5 days furlough for 37.5-hour a week firefighters; 4 days for 40-hour a week firefighters and 48 hours or two duty days for firefighters on shift. 0% salary increase.
2. **Fiscal Year 2014-2015.** 4% Pension contribution. 0% salary increase.
3. **Fiscal Year 2015-2016.** 4% Pension contribution . 3% salary increase. Additional 1% salary increase if general revenues for that year exceed \$123 million. Additional 1% salary increase if general revenues for that year exceed \$128 million.

**AGREEMENT BETWEEN CITY OF HIALEAH,
FLORIDA**

AND

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

October 1, 2013

THROUGH

SEPTEMBER 30, 2016.

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AGREEMENT

This Agreement entered into this ___ day of _____ 20___, 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, 2013 through September 30, 2016.

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 Union shall be granted ~~360~~ 500 hours to use as the Union desires to conduct Union business.
- b. The President, or designee, shall be allowed time off, in excess of the vacation selection approved in a shift provided that overtime is not incurred. The Union time shall be requested via Telestaff and

submitted no later than 7:00 a.m. the duty day prior to the date requested and such request shall be granted only if such request does not create overtime.

Section 2.

With approval of the Fire Chief up to three (3) members may be granted time off to attend any one function as outlined in Section 1.

Section 3.

Any Union 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 or the Union, 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.

Up to three (3) members of the negotiating team shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union, as well as other normal grievance situations, provided that such members are part of the Bargaining Unit.

Section 5.

The President, or his 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 effect the unit. In the event the President utilizes an on-duty member 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 Union members in order to conduct Union business.

Section 7.

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

ARTICLE 6
REPRESENTATION OF THE CITY

Section 1.

The City shall be represented by the Mayor, or a person or persons designated in writing by April 1st of each year to the Employee Organization by the Mayor. 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. It shall be the obligation of the Mayor or his designated representative to notify the Employee Organization in writing of any change in designation of the City's representative for the purpose of negotiations.

Section 2.

It is understood and agreed that management possesses the sole rights, duties and responsibilities for operation of the City and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this Agreement. The rights include, but are not limited to the following:

1. Discipline or discharge of any employee for any cause, which will promote the efficiency of the City service.
2. Direct the work force.
3. Hire, assign and transfer employees.
4. Determine the methods, means, and number of personnel needed or desirable for carrying out the City's mission.
5. Determine the mission of the City's agencies.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Contract out for goods and services.

9. Such other rights, normally consistent with management duties, and responsibilities for operating the City.

Section 3.

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 Treasurer~~ of 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 a Sunday;

B Shift's RDO Schedule shall begin on a Monday;

C Shift's RDO Schedule shall begin on a Tuesday.

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 ~~\$2,000~~ \$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, however, would be paid at Bachelor's 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.

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 60 days after a vacancy occurs (if an eligibility list is in effect). The City will make every effort to make promotions concurrent.
- b. This provision will not apply when the position is being abolished.

- c. All vacancies will be filled from the certified promotional list in effect at the time the vacancies occur. If a certified promotional list is not in effect, then the vacancies will be filled within 60 days from the certification date of the new promotional list.
- d. Multiple promotions to the same classification from the same eligibility list shall be appointed on different dates to preserve the ranking order on the eligibility list.
- e. There shall be no promotions made prior to the occurrence of a vacancy, excluding appointments to Division Chief.

Section 2. Engineer.

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

- a. Examinations for Engineers will be given in September ~~2013~~ 2015.
- b. Should a list be exhausted six (6) months or more prior to the next regularly scheduled examination date a new test will be given and a new two (2) year cycle will be started. The new eligibility list shall be good until the certification of the next eligibility list, based on the two year testing cycle as stated above.
- c. Should a list be exhausted within six (6) months of a scheduled test, a new test will not be scheduled in the interim. The original test date will be adhered to.

Section 3.

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

- a. Examinations for Lieutenants will be given in ~~November 2012~~ October 2014.
- 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 ~~November~~ October 2014.
- 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 ~~November~~ September, 2014.
- 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. ~~Battalion Chief.~~ Assistant Chief of Operations

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

- a. Examinations for ~~Battalion Chiefs~~ Assistant Chief of Operations will be given in October 2013.
- b. Should a list be exhausted six (6) months or more prior to the next regularly scheduled examination date, a new test will be given and a new three (3) year cycle will be started. The new eligibility list shall be good until the certification of the next eligibility list, based on the three (3) year testing cycle as stated above.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

a. On the day of the written examination, each applicant will be permitted to throw out five (5) questions of their choice. If in the event the applicant does not select a total of five (5) questions to be thrown out, the City shall automatically throw out up to a

total of five (5) of the last five (5) questions of the examination. The remaining 100 questions will be those questions graded and scored for the applicant. There will be no challenge to the examination process, even though employees will be allowed to review their own test questions and answers.

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

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

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

Section 12.

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

Section 13.

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

Section 14.

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

Section 15.

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

Section 16. Educational Requirements.

The following educational requirements will take effect as stated below for the

next test cycle of promotional examinations for the rank of Fire Engineer through ~~Battalion Chief~~ 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:

<u>Rank</u>	<u>Educational Requirements</u>
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	(2) year Degree as in contract
District Chief	(2) year Degree as in contract
Battalion Chief	(2) year Degree as in contract
<u>Assistant Chief of Operations</u>	

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 ~~Battalion Chief~~ Assistant Chief of Operations will be awarded points for education. The breakdown is as follows: Bachelor's Degree (other than those ~~mentioned~~ 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 ~~Battalion Chief~~ 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. ~~Any Captain promoted from Lieutenant after October 16, 1995 is required to have and maintain Paramedic/Protocol Certification.~~

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.

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. ~~Any Captain promoted after October 16, 1995 shall be 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.

All job benefits heretofore enjoyed by the employees, which are not specifically provided for or abridged by this Agreement, shall continue as they had previously been granted.

Section 2.

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.

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

Section 1.

The dispatching duties of the dispatch office shall not be performed by on-duty bargaining unit members, except under emergency conditions as determined by the Mayor, Fire Chief or designee.

ARTICLE 36
BID SYSTEM

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:

<u>Suppression</u>	<u>Rescue</u>	<u>Haz-Mat Team</u>
1 – Officer	1 – Officer	2 – Officers *
1 – Engineer	2 – Firefighters	1 – Engineer **
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.

ARTICLE 37

HEALTH INSURANCE PROVISIONS

Section 1.

The City offers the following ~~three (3)~~ four (4) Options, with regard to Health Insurance to the IAFF members. Members may elect to enroll in one of the ~~three~~ four options as provided herein. Once a member elects one of the options provided, the member will be enrolled in a term life policy, as provided by the City. If a current member has elected, or if a new member elects to enroll in Option ~~2~~ 3, the election shall be irrevocable.

Option 1. CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PROGRAM.

~~In conjunction with the benefits presently received under the City's Self-Funded Group Health Program, which is incorporated herein by reference, IAFF members shall receive the following benefits:~~

- ~~A. There will be no lifetime group health insurance cap or maximum limitation as so provided in the 2010 Healthcare Reform Act to the extent that it remains federal law.~~
- ~~B. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. When utilizing In-Network providers, benefits will be paid at a 90% / 10% co-insurance basis. The In-Network co-payment for doctor office visits are \$25.00/visit and \$45.00 for specialists. In-Network co-insurance for doctor visits will be paid @ 100% of the negotiated charges. Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments. Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a three (3) tier program: (1) \$10.00 generic; (2) \$30.00 brand, when no generic available; and (3) \$50.00 with a formulary for brand name drugs, when no generic available and more than one (1) brand-s available. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment.~~
- ~~C. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 70%/30% co-insurance basis, in accordance with the City of Hialeah's Self-Funded Group Health Program, Summary Plan Description "SPD". References to maximum out-of-pocket expenses for In-Network providers is \$3,000. Maximum out-of-pocket for Out-of-Network services is \$6,000. The deductible for Out-of-Network services shall be \$750 per individual / \$2,250 per family.~~
- ~~D. Pre-certification is required, whether In-Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing. Out-of-~~

~~Network hospital benefits will be capped at the maximum allowable Medicare reimbursement rate or outpatient surgery (Out of Network), per day (maximum 3 days).~~

~~E. The employee's current bi-weekly premium per paycheck is as follows:~~

- ~~1. Employee only \$75.00~~
- ~~2. Employee plus one dependent \$99.00~~
- ~~3. Employee plus two or more dependents \$109.00~~

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

~~G. 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.~~

~~H. Schedule of Benefits for Comprehensive Major Medical Benefits and a summary of Covered Services is attached as an Addendum to this Agreement.~~

Option 2. IAFF UNION GROUP HEALTH PROGRAM.

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

- ~~The City currently contributes the following to the union:~~
- ~~1. Employee only \$268.10~~
- ~~2. Employee plus 1 \$501.06~~
- ~~3. Employee plus 2 or more \$1,000.23~~

~~Upon ratification, the City will not increase its contribution to the Union plan.~~

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

Option 3. HEALTH MAINTENANCE ORGANIZATION (HMO).

Section 1.

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

~~Current HMO Contributions by the City:~~

~~1. Employee only \$228.93.~~

~~2. Employee plus one dependent \$412.68.~~

~~3. Employee plus two or more dependents \$596.43.~~

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

Section 2.

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

Section 3.

~~An employee participating in Option 1 or Option 3 is eligible to participate in a group dental plan selected by the parties. The total cost of the dental plan shall be paid by the employee.~~

Section 4.

~~a. — Effective January 1, 2012 through September 30, 2013, in addition to premiums paid by insured all bargaining unit members, bargaining unit members shall be required to contribute five percent (5%) of their base salary, toward the cost of health insurance coverage. The five percent (5%) health insurance contribution shall be “pre-tax”. Employees who do not currently participate in any City Health Insurance Option shall also be required to contribute five percent (5%) of their base salary towards the cost of group health insurance coverage.~~

~~b. — Effective October 1, 2013, the five (5%) health insurance contribution shall terminate.~~

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

B. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 60%/40% co-insurance basis, in accordance with the City of Hialeah’s Self-Funded Group Health Program Summary Plan Description “SPD”. References to maximum out-of-pocket expenses for in-network providers is \$4,000.00 per person. The deductible for In-Network services shall be \$1,000.00 per individual/\$2,000.00 per family. Maximum out-of-pocket for Out-of-Network services is \$8,000.00

per person. Prescription drugs will require mandatory generic, if available. \$50.00 annual deductible for prescription drugs. The employee co-payment will be based on a four tier program: \$10.00 generic, \$30.00 brand, when no generic available, with a formulary for brand names drugs \$50.00, when no generic available and more than one (1) brand is available, and self-administered injectable drugs where member is responsible for 20% and \$250 per month out of pocket maximum. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment. Prescription drugs will require mandatory generic, if available. The deductible for Out-of-Network services shall be \$2,000.00 per individual \$4,000.00 per family.

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

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

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

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

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

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

A. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. When utilizing In-Network providers, benefits will be paid at a 90% / 10% co-insurance basis. The In-Network co-payment for doctor office visits are \$25.00/visit and \$50.00/visit for specialists. In-Network co-insurance for doctor visits will be paid at 100% of the negotiated charges. Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments. Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a three (3) tier program: (1) \$10.00 generic; (2) \$30.00 brand, when no generic available; and (3) \$50.00 with a formulary for brand name drugs, when no generic available and more than one (1) brand's available. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment.

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

C. Pre-certification is required, whether In-Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing. Out-of-Network hospital benefits will be capped at the maximum allowable Medicare reimbursement rate or outpatient surgery (Out-of-Network), per day (maximum 3 days). Emergency Room

co-pay shall be \$250.00. Urgent Care co-pay shall be \$50.00. Emergency and Non-Emergency Ambulance Services shall be \$75.00 per transport.

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

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

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

F. 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.

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

Option 3. IAFF UNION GROUP HEALTH PROGRAM.

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

The City currently contributes the following to the union:

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

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

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

Option 4. HEALTH MAINTENANCE ORGANIZATION (HMO).

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

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

1. Employee only \$259.38
2. Employee plus one dependent \$467.57
3. Employee plus two or more dependents \$675.75

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

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

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

Section 2.

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

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

ARTICLE 38

PENSION

Section 1.

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

Section 2.

Vested plan Retirement under Hialeah Code §70-239, minimum of 10 years of service with less than 70 points for existing employees as of November 15, 2013 and with less than 76 points for new employees hired on or after November 15, 2013), provides a 2% multiplier for each year of service. and a base pension of \$2,800 annually. Benefits to be paid when retiree reaches the age of 59½ years. No base pension.

Section 3.

Existing employees:*

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

New employees:**

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

Section 4.

Existing employees:*

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

*Employees or members as of November 15, 2013

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

New employees:**

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

Additional Retirement benefits:

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

Section 5.

Existing employees:*

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

New employee:**

No base pension.

Section 6.

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

Section 7.

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

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

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

Section 8. Member or employee contribution.

A. Existing employees or members:*

1. For Fiscal year 2013-2014 (October 1, 2013 through September 30, 2014), the member contribution to the pension system shall be five (5%) of the annual compensation which includes the same components (salary, special pay and longevity payments) that are used for determining the pension benefits. Member contributions that accrue from October 1, 2013, to date of ratification and acceptance by the City shall be prorated over the balance of the year if a member retires or separates from employment during the fiscal year, an adjustment shall be made in a final paycheck to reflect the amount owed up to date of separation.

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

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

B. New employees or members:**

The member contribution to the pension system the member contribution of the pension system shall be four (4%) of the annual compensation which includes the same components (salary, special pay and longevity payments) that are for determining the

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

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

pension benefits. If the funding for the pension system exceeds 80%, then the member contribution is reduced to 3%. If the funding for the pension system exceeds 100%, then there will be no membership contribution. At no time will the City without cause underfund the pension system in order to avoid reducing the member contribution as stated herein.

Section 8-9.

Members having reached retirement requirements will be allowed to elect joint and survivor option prior to retiring and will retain that election until actual retirement from the System. The member shall reserve the right to change election up to the last day in the employ of the City. Should the member die on or off the job, while still employed with the City, the member's spouse or named beneficiary would then begin receiving retirement benefit as provided for under the joint and survivor benefit, based on age and years of service.

Section 9 10.

Board of Trustees:

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

Section 10 11.

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

Section 11 12.

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

Section 12 13.

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

Section 13 14.

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

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

Section 15.

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

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

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

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

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

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.

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.

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 divided by 7 (# 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 ~~2011/2012~~ 2013-2016

From October 1, ~~2011~~ 2013 through September 30, ~~2012~~ 2016, there shall be twelve (12) ~~non~~-paid holidays from members of the Bargaining Unit, including Employee's Birthday, except that the Birthday leave will not be considered a paid holiday during fiscal year 2013-2014. ~~Notwithstanding any language to the contrary in this Article, this provision (no paid City Holidays), prevails.~~ To wit:

Columbus Day	2 nd Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday After Thanksgiving Day	Day after Thanksgiving Day

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

~~The parties recognized this is a time-specific temporary change to the recognized holidays that will not require a change to the Civil Service Rules.~~

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

Fiscal Year 2011/2012-2013-2016

From October 1, ~~2011~~ 2013 through September 30, ~~2012~~ 2016, there shall be twelve (12) ~~non~~-paid holidays from members of the Bargaining Unit, including Employee's Birthday, except that the Birthday leave will not be considered a paid holiday during fiscal year 2013-2014. ~~Notwithstanding any language to the contrary in this Article, this provision (no paid City Holidays), prevails.~~ To wit:

Columbus Day	2 nd Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 th
New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st 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, 2, 3 or 4 years	75 hours
5 or 6 years	112 ½ hours
7 or 8 years	120 hours
9 or 10 years	127 ½ hours
11 or 12 years	135 hours
13 or 14 years	150 hours
15 or 16 years	157 ½ hours
17 or 18 years	165 hours
19 or 20 years	172 ½ hours
21 or 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 ~~300~~ 360 hours by January 1st, must select all vacation in excess of the ~~300~~ 360 hours during the three (3) vacation selections. All vacation in excess of the ~~300~~ 360 hours, must be used by December 31st.

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

Section 7.

An unlimited selection shall be permitted in addition to the existing (3) three vacation selections. 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 unlimited selection(s) shall not be on seniority basis, but shall be on a first come first serve basis.

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 ~~300~~ 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 ~~300~~ 360 hours prior to December 1st.

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 ~~Battalion Chief~~ 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 Battalion Chief <u>Assistant Chief of Operations</u> 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.

a. Any bargaining unit member assigned to the Hazardous Materials Team shall receive a ~~bi-weekly Specialty Pay of five percent (5%) to the~~ five percent (5%) supplement calculated on their base pay.

b. ~~Individuals~~ Only one driver per day will be assigned to drive the Hazardous Materials truck/van (HAZMAT #6) shall receive a daily Specialty Pay of two percent (2%) supplement calculated on their base pay based on the daily rate \$8.00 per shift. Assignment may be on a rotating basis among Hazardous Materials personnel and shall be at the discretion of the City.

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.—(See ~~Section 4 of Article 50~~).

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 1st following the fifth (5th) anniversary date of hire, when a year or a major fraction of a year has passed, and on each October 1st thereafter, the employee shall be entitled to additional longevity pay on a cumulative basis through their 30th year of continuous employment not to exceed \$150.00, in accordance with the following schedule.

- 6th – 9th year of continuous service - \$3.00 bi-weekly
- 10th – 14th year of continuous service - \$4.00 bi-weekly
- 15th – 19th year of continuous service - \$4.50 b-weekly
- 20th – 30th 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.

There shall be no salary increases during Fiscal Year ~~2011-2012~~ 2013-2014 and during Fiscal Year ~~2012-2013~~ 2014-2015. Effective October 1, 2015, there shall be a three percent (3%) salary increase. If during fiscal year 2015-2016, the gross revenue of the general fund of the City exceeds \$123 million, the salary increase shall be four percent (4%). If during fiscal year 2015-2016, the gross revenue of the general fund exceeds \$128 million, the salary increase shall be five percent (5%).

Section 2. Salary Schedule.

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

Section 3.

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

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

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

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

Promotional Salary Progression:

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

Section 4.

a. ~~Effective January 1, 2012, Merit Steps* and Fifteenth Anniversary Longevity Pay (Step 9 Longevity Step) increases shall be postponed, and bargaining unit members will return to the same Step and the same Fifteenth Anniversary Longevity Pay (Step 9 Longevity Step) as they were on December 31, 2011. Section 4 of this Article supersedes Articles 1, 2 and 3 of this Article until Merit Steps and the Special Longevity Pay are reinstated effective October 1, 2013 in conformity with Article 50, Section 4 of the Collective Bargaining Agreement dated January 11, 2012.~~

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

*Excluding Trainee to Step 1.

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, ~~except as noted in Section 3~~ 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. ~~half of the vacancy~~ vacancies have ~~has~~ 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.

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 sample as directed.

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 ~~868~~ 1156 hours shall be paid for all hours above the ~~868~~ 1156 hours , and all 40/37.5 hour employees shall be paid for all hours above ~~720~~ 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 Friday after the second payday in September.
- 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:

<u>YEARS</u>	<u>PAYOFF PERCENTAGE</u>
0 – 9	0%
10 and Up	100% - limit 720 <u>960</u> hours accumulation of which 720 <u>960</u> hours shall be paid out for 40/37.5 hour employees and 868 <u>1156</u> 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

FURLOUGHS

Section 1.

- a. For fiscal year ~~2011-2012~~ 2013-2014 all Bargaining Unit members shall be furloughed as outlined below.
1. Twenty-four (24) hour shift employees shall receive ~~four (4)~~ two (2) shifts off.
 2. Forty (40) hour work week members shall receive ~~eight (8)~~ four (4) days off.
 3. Thirty-seven and one half (37.5) hour work week members shall receive ~~ten (10)~~ five (5) days off.
- b. ~~For fiscal year 2012-2013, all Bargaining Unit members shall be furloughed as outlined below.~~
1. ~~Twenty-four (24) hour shift employees shall receive three (3) shifts off.~~
 2. ~~Forty (40) hour work week members shall receive six (6) days off.~~
 3. ~~Thirty-seven and one half (37.5) hour work week members shall receive seven (7) days off.~~
- e. ~~For fiscal year 2013-2014 all furloughs shall discontinue.~~

Section 2.

~~All bargaining unit members who have previously been furloughed prior to January 1, 2012, shall receive full credit for their time. The total dollar value of furloughs taken prior to January 1, 2012 shall be credited toward the member's furlough commitment for fiscal year 2011-2012.~~

Section 3 2.

- a. For fiscal year ~~2011-2012~~ 2013-2014, all furlough days shall be converted to a dollar value and then deducted from the bargaining union members' paycheck in equal amounts covering the period from ~~January 1, 2012~~ upon ratification through September 30, ~~2012~~ 2014. If a member separates from the City on or

before September 30, 2013, an adjustment will be made in the final pay check to accurately reflect the monetary deductions for furloughs.

~~b. For fiscal year 2012-2013, all furlough days shall be converted to a dollar value and then deducted from the bargaining union members' paycheck in equal amounts covering the period from October 1, 2012 through September 30, 2013.~~

Section 4 3.

Furlough days shall be selected by the bargaining unit members through the vacation selection process as outlined in Article 41. All furlough requests shall be submitted at least two shifts in advance of the day requested.

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) for up to six (6) consecutive calendar months of 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 or up to two consecutive shifts.

A. Progressive Discipline. Any employee receiving discipline, pursuant to Section 1 above, in consecutive years, shall be subject to having the prior year’s discipline carried over for purposes of progression. For example: An employee receiving the second step discipline in one (1) calendar year shall commence the next discipline in a consecutive year at the 3rd offense step. Discipline in a third consecutive year would

commence at the 4th step offense, assuming no greater level than a 3rd step offense was reached in the prior year.

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

Section 2.

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

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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EXECUTED as of the _____ day of _____, 200_____.

The IAFF Local 1102

The City of Hialeah, Florida

By: _____
Willians Guerra
President

By: _____
Mayor Carlos Hernandez

By: _____
Eric Johnson
Vice-President

By: _____
William M. Grodnick
City Attorney

By: _____
Dean Parkerson