

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HIALEAH &
HIALEAH ASSOCIATION OF FIRE FIGHTERS, I.A.F.F., LOCAL 1102
REGARDING PROBATIONARY FIREFIGHTERS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 21st day of April, 2021 by and between City of Hialeah (“CITY”) and Hialeah Association of Fire Fighters, I.A.F.F., Local 1102 (“UNION”), collectively referred to herein as “PARTIES.”

WHEREAS, the CITY and the UNION entered into a collective-bargaining-agreement for an effective period of October 1, 2019 through September 30, 2022 (“CBA”);

WHEREAS, Article 52 of the CBA provides for Procedures for Calling in Personnel on Overtime. Specifically, Section 5 (Overtime for Probationary Firefighters) indicates, in part, that “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...”;

WHEREAS, The PARTIES desire to amend Section 5 to allow probationary firefighters to work overtime as needed by the CITY.


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

1. Section 5 (Overtime for Probationary Firefighters) shall be amended as follows:


“Firefighters will be eligible for overtime (a) after completion of the bargaining unit member’s probationary period, (b) if determined to be an emergency by the shift commander or (c) as determined by the shift commander upon exhaustion of the Overtime Call List. 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...”

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

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

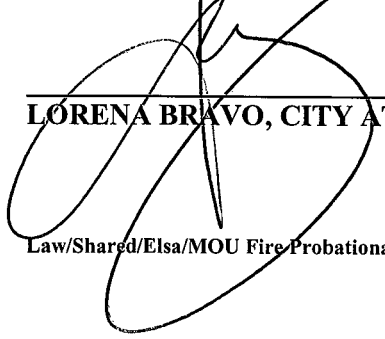


Eric Johnson
IAFF Union President
Date: 4/21/21



Carlos Hernandez, Mayor
Date: 5/7/2021

AS TO LEGAL FORM AND SUFFICIENCY:



LORENA BRAVO, CITY ATTORNEY (8)

Law/Shared/Elsa/MOU Fire Probationary FF