

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered between the City of Hollywood ("City") and the Hollywood Professional Fire Fighters, Inc., Local 1375, International Association of Firefighters (the "Union"), (collectively referred to as the "Parties").

WHEREAS, the City and AFSCME are parties to a Collective Bargaining Agreement ("CBA") for the period October 1, 2014 through September 30, 2017; and

WHEREAS, Article 7 of the CBA addresses overtime, and Section 5 of Article 7 addresses how the overtime list used for offering overtime assignments is administered;

WHEREAS, the Parties have agreed to amend Article 7, Section 5, of the CBA to establish a different system for administering the overtime list;

NOW, THEREFORE, the below-signed representatives of the City and the Union acknowledge and agree as follows:

1. Article 7, Section 5, of the CBA is hereby amended to read as follows:

Sec. 5: The City and the Union agree that the overtime list used for offering overtime assignments and extra duty work details shall be administered as follows:

(a) On January 1 of each year commencing January 1, 2017, members will be inserted into the overtime list based on seniority, top to bottom from most seniority to least seniority, and each member's number of overtime hours worked will be set at zero;

~~(a) Members transferred to another shift will be inserted into the overtime list based upon the last date they accepted or rejected an opportunity to work an overtime assignment or extra duty work detail;~~

(b) As members work overtime hours, the list will be adjusted based on the number of overtime hours worked, top to bottom from the lowest number of overtime hours worked to the highest number of overtime hours worked; in the case of a tie, the member who worked overtime more recently will be placed below the other member; if the overtime worked most recently by both was on the same day, the member with the most seniority will be placed above the other member;

~~(b) Members who have a change in rank will be placed on the bottom of the appropriate list, regardless of whether or not a shift transfer occurs;~~

(c) To transition to the new system, an initial list will be established based on the number of overtime hours each member has on the books upon ratification of this MOU by the Parties;

(~~d~~ e) "Overtime Assignments" shall be generally defined as those work assignments that are used to supplement routine daily staffing levels on emergency apparatus and that are based out of fire stations. "Extra duty work details" shall be generally defined as those work assignments that are pre-scheduled and that are based upon specific events or work sites (i.e. firewatch details, EMS coverage at festivals, etc.). The Fire Chief, or his designee, shall determine whether a work assignment shall be considered an overtime assignment or an "extra duty work detail." Pre-scheduled extra duty work details will be administered and offered to members in the same manner as overtime assignments. Overtime and extra duty work details will only be offered to personnel who are regularly assigned to perform the related job functions. Members' eligibility for particular types of overtime assignments will be determined by mutual consent of the Union and the Fire Chief.

(~~e~~ d) Routine overtime assignments will be limited to twelve (12) hours in duration; the duration of overtime assignments that result from hurricanes or other extreme emergencies will be at the discretion of the Fire Chief. ~~Shift members who work twelve (12) consecutive hours of overtime assignment shall be moved to the bottom of the overtime eligibility list. In addition, members who accumulate twelve (12) hours of time worked during two or more assignments shall be moved to the bottom of the eligibility list, regardless of the time duration of any particular assignment.~~

~~(e) Members who decline an opportunity to work an overtime assignment based upon scheduling conflicts with courses that have been pre-approved by the Fire Chief, or his designee, will be permitted to retain their position on the overtime eligibility list. Members must advise the Chief's Office of their enrollment in classes prior to utilizing this option.~~

(f) The City and the Union agree that, in addition to rank, overtime assignments and extra duty work details may be offered based upon EMT certification, paramedic licensure, fire inspector certification and/or departmental HAZ-MAT certification.

~~(g) Bargaining unit members who decline an opportunity to work an overtime assignment based upon scheduling conflicts with Fire Department classes and/or training sessions (i.e., make-up classes for CEU's, etc.) required for certification will be permitted to retain their position on the overtime eligibility list. Bargaining Unit members who decline an opportunity to work an overtime assignment based upon scheduling conflicts with pre-scheduled Union Business (or upon approval of the Union President) will be permitted to retain their position on the overtime eligibility list. Members must advise the scheduling officer of their~~

~~intent to attend said required class or pre-scheduled Union business at the time that the overtime assignment is offered. Having done so, failure to actually attend will result in the member's name being moved to the bottom of the eligibility list.~~

~~(h) When overtime assignments are scheduled to commence at midnight (12:00 a.m.) or later of a particular shift and are contiguous with the start of the following shift, then said overtime assignments shall first be offered to the appropriate oncoming personnel. Thereafter, scheduling shall be in accordance with past practice.~~

2. The Parties signify their agreement with this MOU by affixing their signature below.
3. This MOU shall become effective upon ratification by both the City and the Union.

WHEREFORE, the parties acknowledge and understand the basis and intent as set forth in this MOA, executed on this _____ day of _____, 2016, between the City and the Union.

CITY OF HOLLYWOOD:

HOLLYWOOD PROFESSIONAL
FIRE FIGHTERS, INC., LOCAL #1375,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

By: _____
Peter Bober, Mayor

Date: _____

Date: _____

ATTEST:

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only

Jeffrey P. Sheffel, City Attorney