

# MEMORANDUM OF UNDERSTANDING

## Light Duty due to Illness or Injury

The parties agree to the following in regards to light duty assignment due to illness or injury:

1. This MOU applies to any bargaining unit member assigned to a 48-hour or 52-hour workweek, placed in a light duty status as a result of an illness or injury suffered in the line-of-duty or off-duty.
2. Members in light duty status as of Sept. 1, 2000, if not previously paid, shall be paid for all holiday time earned.
3. Members will receive credit for any used V, E, EPL or I time that was prorated prior to this agreement.
4. Members placed on permanent light duty or who work in a light duty status for a period of one year, who are not assigned to a 40-hour Table of Organization position, will automatically have a bid put in for all advertised positions within their rank that they are physically able to perform using the established bidding guidelines. The Fire Chief and the Union may agree to exempt specific jobs filled by light duty personnel from this requirement, if it is mutually agreed that they fill an operational need for the department.
5. Members on temporary light duty for more than one (1) year or on permanent light duty may only bid for positions they are physically able to assume (medically cleared).
6. Members assigned to temporary light duty for less than one (1) year may bid for open positions (including the 52-hour workweek) they are not physically able to assume but shall not receive the plus items (nor 52-hour workweek pay) until they are medically cleared and assume the position.
7. When the same illness or injury puts an employee in a light duty status at differing time periods, the time shall be accumulative to determine the length of time an employee has been in a light duty status (example: employee on light duty January 1, 2002 through February 28<sup>th</sup>, 2002

equals 59 days. On March 15, 2002 the same injury occurs and the employee is on light duty until April 30, 2002 it will equal 105 days (59 days and 46 days).

8. If a member returns to light duty for the same injury/illness after being in full duty status for more than 120 consecutive calendar days, the one-year period is reset to day 1 for protection of the employee's bid position and plus items. This does not apply to staying on a 48-hour shift and the employee shall work a 40-hour schedule as outlined within #9 (C).
9. Members on light duty may be held for by members within ERD (at the station), but may not hold until cleared for full duty. Light duty members will be credited hour for hour for the hold (24 hour hold equates to 24 hours off).
10. LINE OF DUTY ILLNESS OR INJURY -The following shall apply to bargaining unit members assigned to a 48/52-hour workweek who are working in a light duty status as a result of a line-of-duty illness or injury:
  - A. For payroll purposes, members will remain on their regular assignment of a 48/52-hour workweek for a minimum of two full pay periods and a maximum of (3) three full pay periods, after being placed in light-duty status. During this time period (two to three pay periods) for the first 9 hours, members shall be assigned within the Fire department as determined by the Fire Chief or designee, the remainder of the shift will be served within their bid location unless there is an operational need as determined by the Fire Chief or designee for the member to be assigned at a different fire station. This modified work schedule is limited to one use per illness or injury and can only be used at the start of the light duty. After a minimum of two full pay periods and maximum of (3) three full pay periods, the member will be converted to a 40-hour workweek schedule and be assigned as such. Employees may opt to by-pass the schedule above and work a forty-hour schedule as provided below.
  - B. Once converted to a forty-hour workweek, members shall either receive forty-hour assignment pay (5%) or continue to receive plus

items enjoyed in whatever bid assignment is held (ALS, Dive Team, Haz-Mat, etc.), whichever is higher, for a maximum period of one (1) year after the conversion. After this one (1) year period the light duty member will receive the forty-hour assignment (5%) pay only and their bid position shall be considered vacated.

- C. After assignment to the 40-hour workweek, members may work a five-day or four-day workweek at their option. If the four-day workweek is selected, the regular day off shall be a fixed weekday and shall be mutually agreed upon by the member and the Assistant Chief in charge of the division where the member is assigned. If mutual agreement on the first day chosen cannot be reached, the employee shall be granted their second choice. The regular day off may only be changed on occasion with permission of the Assistant Chief in charge of the division.
- D. Once converted to a forty-hour workweek schedule, members will be treated the same as regularly assigned forty-hour employees with regard to holidays and compensatory time, with the exception of prorating the time of members assigned to the 52-hour schedule.
- E. The following shall apply to bargaining unit members with line of duty illnesses or injuries, who are assigned to a 52-hour workweek at the time of their illness or injury:
  - i) After being converted to a 40-hour workweek members will be given the option to work an additional 10 hour workday every three weeks in order to maintain their expanded workweek of 52 hours, for a maximum period of one (1) year from the date of being placed in a light duty status. If a member chooses not to work the extra hours or is unable to maintain their bid rights to the 52-hour workweek they shall be converted to a 48-hour workweek. After the maximum one (1) year period, members shall be placed in a forty-hour workweek pay status until they are physically able to resume their regular duties on a 52-hour workweek, provided they are still entitled to the 52-hour

workweek. After the one (1) year period the 52-hour workweek shall be open to bid as determined by department procedures.

ii) For payroll purposes, members will remain in their regular 52-hour workweek pay status after being placed in light-duty status until converted to 40-hour status as specified above in E, section i). All time taken off (sick, vacation, etc.) while in a 52-hour pay status, shall be prorated to 40-hour time (example: will be charged 12 hours for 10 hours off).

11. OFF DUTY ILLNESS OR INJURY. This section shall apply to personnel who are assigned to light-duty as a result of a non-duty related illness or injury.

- A. Once cleared for light duty members shall be converted to a 40-hour workweek. Members will continue to receive all of their plus items for a maximum period of one calendar year from the date of being placed in a light duty status.
- B. After being converted to a 40-hour pay status, members who were on a 52-hour workweek will be given the option to work an additional 10 hours every three weeks in order to maintain their expanded workweek of 52 hours, for a maximum period of six (6) months from the date they were placed in a light duty status. The employee will work a schedule as approved by the Chief of the division where they are assigned. After the six (6) month period, members shall be placed on a forty-hour workweek pay status until they are medically cleared to resume their regular duties. Members choosing not to work the extra hours shall be paid at the forty-hour rate and may not return to 52-hour pay status until returning to full duty and assuming their 52-hour position. After the one (1) year period the 52-hour workweek shall be open to bid as determined by department procedures.
- C. For payroll purposes, members assigned to a 52-hour workweek and working expanded hours shall remain in their regular 52-hour workweek pay status after being placed in light-duty status, until converted to 40-hour status as specified in 7(B). All time taken off

(sick, vacation, etc.) while in a 52-hour pay status, shall be prorated to 40-hour time (example: will be charged 12 hours for 10 hours off).

D. If after one calendar year of light duty status, the member is unable to return to regular duty, he/she will lose his/her currently assigned position and assignment pay(s). The member will be reassigned to permanent 40-hour light duty status and not receive 40-hour assignment (5%) pay unless placed in a T.O. position.

E. Employees shall work a five-day workweek using the Monday - Friday schedule, the same as other 40-hour city employees. Holidays will be taken off with pay.

12. This M.O.U takes precedent over the agreement "Policy and Procedure for Light Duty Personnel" dated 12/18/95.

13. Lt. Terry Remland will retain his pay status as a result of his grievance settlement dated 02/12/98.

14. On rare and extreme cases (example: severely burned personnel) exceptions to extend time limits within this agreement may be exceeded if approved by five (5) votes of a Labor Management committee, of which the Union President shall appoint four (4) and the Fire Chief shall appoint four (4) to consider the exception.

15. This M.O.U. will become effective upon signature.

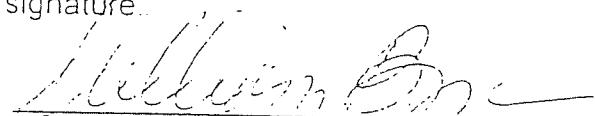


Edward Pidermann, President

Local 587

12/3/02

Date



William Bryson, Fire Chief

City of Miami

12/3/02

Date