Memorandum

MIAMI-DADE COUNTY

Date: February 18, 2010

Agenda Item No. 9(A)(3)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Approval of 2008-2011 Collective Bargaining Agreement Between Miami-Dade County and the International Association of Firefighters, Local 1403

Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached successor 2008-2011 Collective Bargaining Agreement between Miami-Dade County and the International Association of Firefighters, Local 1403.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Implementation of the provisions included in this agreement will save the County $21.97 million as compared to continuation of the status quo with respect to all elements of the agreement except for the cost of living adjustments. When comparing the cost of living adjustments included in this agreement with the previous three year agreement, that savings increases to $41.931 million. The positions covered by this agreement are included in the Fire Rescue Department and supported by the countywide general fund and the fire rescue district.

Track Record/Monitor
The Human Resources Department will oversee this contract and the Director of Employee and Labor Relations monitors and oversees the administration of this collective bargaining agreement.

Background
A combination of factors – including an historic recession, tax-reduction legislation from the state and the Board's policy decision to maintain a flat millage rate – required to County to take unprecedented steps to close a budget gap of more than $400 million in the FY 2009-10 budget. At the Mayor's recommendation, the Board reduced the line item for employee salaries by 5 percent and froze both merit increases and longevity bonuses. The Board took the further step of eliminating funding for both flex and premium pay, as well.

While we were able to implement these actions in short order for employees who are not represented by a collective-bargaining unit, the vast majority of employees could not be impacted until new contracts were negotiated with the labor unions that represent them. This item and its companion items represent the culmination of those negotiations for four of our unions. Despite some differences between them, the central compromise that spans them all was the agreement that employees will contribute 5 percent of their base salaries toward the County's cost of providing group health insurance coverage. For a variety of reasons, the unions and the administration find this more advantageous than a simple 5 percent cut, and we are pleased to have found a palatable solution to this most difficult problem.

All these unions showed great leadership and civic responsibility by agreeing to the concessions that are discussed below. None of us take any joy in asking our employees to agree to these terms, but we should all be proud that they overwhelmingly approved them, agreeing to share our collective burden and face our current challenges as a team. If the Board approves these items, it will have completed negotiations with six of the County's 10 unions. We are encouraged by productive ongoing negotiations with the remaining four and have every expectation that mutually agreeable contracts will come before this Board in short order.

Collective bargaining negotiations produced the attached contract, which was ratified by the Union and is now being submitted for your approval. The following is a summary of the primary contractual changes affecting the employees covered by this agreement.

This contract represents a fair and equitable agreement with the bargaining unit and is the product of good faith negotiations between the parties. It recognizes the services provided by these public servants while ensuring the continued delivery of quality services to the public in a fiscally responsible manner. The following is a summary of the primary contractual changes affecting the employees covered by this agreement.

Term of Agreement

This is a three year contract for the period of October 1, 2008 through September 30, 2011.

Wages

- First Year: FY 2008-2009
  Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute 5 percent of base wages from the time of ratification toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article 28.9, under "Group Health Insurance". The deduction shall be in pre-tax dollars to the extent allowable by law.

- Second Year: FY 2009-2010
  Employees in bargaining unit classifications shall not receive a wage adjustment for FY 2009-2010.

- Third Year: FY 2010-2011
  Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a 3 percent wage increase.

Merit Increases and Pay Step Progression
Effective upon ratification of this agreement, progression from any one pay step to the next pay step shall be suspended. Effective one year from ratification of this agreement, merit increases and longevity increases shall be automatically restored prospectively only.

Longevity Bonus
Effective upon ratification, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, the payment of longevity bonuses shall be automatically restored prospectively only.

Flex Dollar Benefits
Effective upon ratification of this agreement, the County's contributions to the Flexible Benefits Plan shall be suspended indefinitely.

Disciplinary Action
The Union will have the option on behalf of a permanent-status bargaining unit employee to appeal the disciplinary actions of dismissal, demotion and suspension by utilizing the arbitration procedure contained in the agreement. Previously, the Union could not choose to appeal dismissals through final and binding arbitration.

Layoff and Recall
If, for non-disciplinary reasons, a layoff or demotion of any bargaining unit classifications is necessary, the County will lay personnel off or demote personnel in reverse seniority order. In the event positions are restored or a vacancy occurs during a layoff or after the demotion of any bargaining unit classifications, the County will recall personnel in seniority order. There will be no new hiring until all personnel laid off have been rehired, or have been offered to be rehired and have refused the position. There will be no promotions in any classifications until all personnel demoted have been restored to their original classification, or have been offered to be promoted to their original classification and have refused the promotion. Employees laid off or demoted during their probationary year will be rehired or promoted, and continue their probationary period as if they were never laid off or demoted.

Group Health Insurance
The County agrees to contribute to the Union's group insurance plan a per-employee contribution based on the Union's group insurance plan enrollment. The contribution rate, paid on a biweekly basis, will be determined by utilizing the budgeted point of service (POS) rate and the budgeted blended rate for the County's group health insurance plans, as determined by the Executive Insurance Committee in September of each year, and applying the budgeted POS rate to those enrolled in the comparable Union POS plan, and the budgeted blended rate to those enrolled in any other non-POS Union plan at that time. The budgeted blended rate is developed by taking the total projected expenditures, including any required contribution to reserves, less contributions for POS premiums and dependent premiums in the self-insured plan and the balance of the reserves in the group insurance trust fund, divided by the total number of eligible employees. Employees participating in the Union's group insurance plans and their premiums and expenses are excluded from this calculation.

The contribution to the Union's group insurance plan has changed to reflect more closely the County's actual per-employee group insurance costs. Previously, the contribution was based solely on the County's point of service (POS) rate, regardless of which Union plan the employee was enrolled in. The prior contract also called for an annual reconciliation payment reflecting the difference between the actual cost of the point of service plan and the County's contribution. This has been eliminated as a result of the change in formula, and in settlement of any outstanding claim, the Union has agreed to pay the County $4.5 million over three years beginning in December 2011. The County has also agreed to remit to the Union's Group Health Insurance Plan an amount equivalent to the amount deducted from each member's pay as the member's contribution to group health insurance.

The requirements of Resolution R-130-06, that any contract between the County and third parties be executed and finalized prior to their placement on a committee agenda, may be waived by the Board of County Commissioners upon recommendation by the County Manager that it is in the best interests of the County to do so. Therefore, it is recommended that these requirements be waived for this Collective Bargaining Agreement, based on the provisions of the accompanying resolution that requires the Board to first approve and ratify this agreement prior to it being executed by the County Manager.

Accordingly, this agreement will be executed by the parties subsequent to its approval and ratification by the Board.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: February 18, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(3)
2-18-10

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1403

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the attached 2008-2011 Collective Bargaining Agreement (CBA) between Miami-Dade County and the International Association of Firefighters, Local 1403, in substantially the form attached hereto and made a part hereof and authorizes the County Manager to execute same. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Manager for the reasons set forth in the County Manager's Memorandum.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of February, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lee A. Kraftchick

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY,

THE MIAMI-DADE FIRE-RESCUE DEPARTMENT,

AND THE

DADE COUNTY ASSOCIATION OF FIRE FIGHTERS, LOCAL 1403

OCTOBER 1, 2008 - SEPTEMBER 30, 2011

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ARTICLE 1 PREFACE

1.1 This agreement is made and entered into this first day of October, 2008, by and between Miami-Dade County, Florida, herein after referred to as the County and Local 1403 of the International Association of Firefighters, herein after referred to as the Union

1.2 It is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance in effect at the signing of this Agreement, for the salary structure, fringe benefits, and working conditions of employment of the employees covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the County and to provide an orderly and prompt method for the handling and processing of grievances.

1.3 Firefighting personnel shall be defined as employees designated by the Florida Retirement System as Special Risk in bargaining unit classifications that require certification under the provisions of Chapter 633 of the Florida Statutes.

ARTICLE 2 RECOGNITION

2.1 The County hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the following job classifications:

Firefighter
Fire Lieutenant
Fire Captain
Chief Fire Officer
Fire Department Helicopter Mechanic/Co-Pilot
Fire Department Helicopter Co-Pilot
Fire Department Helicopter Pilot
Fire Department Helicopter Chief Pilot
Fire Rescue Dispatcher
Fire Rescue Dispatch Supervisor

in accordance with certification #86-180 as amended and issued by the Florida Public Employees Relations Commission.

2.2 ENTRANCE PAY RATES - For all employees hired into the County Service on or after April 1, 1992, the entrance pay rate for the bargaining unit classifications of Firefighter and Fire Rescue Dispatcher shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance pay level of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. Effective upon ratification of this agreement, progression from any one pay step to the next pay step shall be suspended. Effective one year from ratification of this agreement, merit increases and longevity increases shall be automatically restored prospectively only.

2.3 Probationary employees are persons who have completed Fire College training but who have not yet achieved permanent status as Firefighters.

2.4 Nothing in this Agreement shall be construed to change, alter or affect County wage and salary practices pertaining to employees whose pay is "red-circled" unless such changes are specifically stated in this Agreement with reference to such employees.

2.5 Personnel who have achieved permanent status as a Firefighter, or Fire Rescue Dispatcher who are probational in a promotional job classification shall be entitled to all rights and privileges under this Agreement except that they shall have no right to appeal their demotion from the probationary promotional position to the permanent job classification held immediately prior to promotion.

ARTICLE 3 MANAGEMENT RIGHTS AND SCOPE OF THE AGREEMENT

3.1 The Union recognizes that the County possesses the sole right to operate and manage the Miami-Dade Fire Rescue Department and direct the work force and that the rights, powers, authority, and discretion which the County and the Department deem necessary to carry out its

responsibilities and missions shall be limited only to the specific and express terms of this Agreement and not by implied obligations.

3.2 These rights and powers include, but are not limited to, the authority to:

a) Determine the missions and objectives of the Department;

b) Set standards of service to be offered to the public;

c) Determine the methods, means, and number of Personnel necessary to carry out Department responsibilities;

d) Exercise control and discretion over its organization and operations;

e) Take such actions as may be necessary to carry out services during emergencies declared by the County Manager,

f) Discipline or discharge employees for just cause;

g) Schedule operations and shifts. The parties agree that it is their intention to treat the existing twenty-four (24) hour tour of duty shift as a job benefit under Article 27 and in accordance with Article 30.

h) Introduce new or improved methods, operations, or facilities;

i) Hire, promote, transfer, or assign employees;

j) Lay off employees in accordance with Appendix C of the CBA, or reduce hours of work in lieu of layoff if agreed to with the bargaining unit;

k) Schedule overtime work as required.

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices, between the County and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 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 there shall be a procedure for the resolution of grievances or misunderstandings between the parties involving the application or interpretation of this Agreement.

4.2 A "Grievance" shall be defined as any dispute involving the interpretation or application of the terms of this Agreement. Disciplinary actions shall not be subject to the grievance procedure. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances must name all employees in the class covered except if the class is composed of an identifiable, homogeneous unit such as all Lieutenants. Days mean calendar days. Steps 2 and 3 exclude Saturday, Sunday and County holidays except Floating Holiday and Employee's Birthday.

4.3 Each grievance when filed shall state with particularity the violation of the contract claimed, the facts of such violation, the Article of the contract violated and the remedy sought by the Union. Employees shall at all times have the right to the presence of a Union representative

in any step of the grievance procedure. In the case of a class grievance, no more than three employees plus up to four Union representatives, only one of who may be in pay status, may meet with the Division or Department Head in Steps 2 and 3 below.

4.4 Grievances shall be processed in accordance with the following grievance procedure:

Step 1 The aggrieved employee shall discuss the grievance with his/her immediate ranking supervisor or officer within seven (7) days of the incident or knowledge of the incident which gave rise to the grievance. The immediate ranking supervisor or officer shall respond to the employee within three (3) days.

Step 2 If the grievance has not been satisfactorily resolved at Step 1 or if it is a class grievance, the grievance shall be reduced to writing on the standard form provided by the County for this purpose and presented to the Division Chief concerned within seven (7) days from the time the response was due in Step 1. The Division Chief shall meet with the employee(s) within three (3) days. The Division Chief shall notify the employee twenty-four hours prior to the meeting and advise him/her of the time and place the meeting will be held. The Division Chief shall respond in writing within seven (7) days from the date of the meeting.

Step 3 If the grievance has not been satisfactorily resolved in Step 2, the employee may appeal to the Department Director within seven (7) days of receipt of the response in Step 2. The Department Director, or his/her designee, shall meet with the employee within three (3) days. The Department Director, or his/her designee, shall notify the employee twenty-four hours prior to the meeting and advise him/her of the time and place the meeting will be held. The Department Director, or his/her designee, shall respond in writing within seven (7) days from the date of the meeting. In the event the Union requests arbitration of a grievance that was heard by the

designee, then the Department Director will meet with the grievant prior to the arbitration hearing.

4.5 Either party may be granted one (1) extension of time at Steps 1, 2, or 3 at the parties mutual agreement, not to exceed time provided above for each step. The other party must, however, be notified of the extension prior to the expiration of the time limit for the step.

4.6 If the grievance is not processed by the Union within the time limits provided for in Steps 2 or 3 the grievance shall be considered dropped with prejudice. If the County fails to process a grievance within the time limit provided for that step, the grievance shall automatically proceed to the next step.

4.7 Nothing shall prevent the parties from agreeing to submit initial grievances to any step deemed appropriate in order to expedite a determination, provided that at least one grievance step shall always precede arbitration.

4.8 The parties agree that the Hearing Examiner System pursuant to Section 2-47 of the Code of Miami-Dade County shall be one method of disciplinary appeal. Except that the Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of dismissal, demotion and suspension by utilizing the arbitration procedure contained in Article 5 of this Agreement. The Union shall notify the Director of the Employee Relations Department in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change. In the case where the Union does not timely notify the County or chooses not to select the arbitration procedure, then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Union selects the option to appeal a demotion or suspension under the arbitration procedure then the provisions of 2-47 of the Code will not be applicable. County Administrative Order 7-3, Disciplinary Action, will be the governing policy for all disciplinary procedures.

ARTICLE 5 ARBITRATION

5.1 If a grievance as defined in Article 4 has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration by writing to the Director of Labor Management no later than fifteen (15) calendar days after the Department Head's response is due in Step 3 of the grievance procedure. The Director of Labor Management shall set up machinery to implement arbitration within seven (7) calendar days after receiving such request to arbitrate. In the event that the Union's request for arbitration is not processed by the Labor Management Division within 30 calendar days from receipt, the Union may submit their arbitration request to the American Arbitration Association. The parties to this agreement will attempt to mutually agree upon a permanent panel of independent arbitrators. If this cannot be done, one will be selected in accordance with the American Arbitration Association's or F.M.C.S.'s selection criteria.

5.2 The arbitration shall be conducted under the rules of the American Arbitration Association or F.M.C.S. except where those rules differ from the procedures in this Agreement, in which case, the Agreement shall prevail. Subject to the limitations herein, the arbitrator shall have jurisdiction and authority to decide a grievance as defined in Article 4.

5.3 The County and the Union shall attempt to mutually agree to a written statement of the issue to be arbitrated prior to the arbitration hearing. In the event of failure of the parties to agree on a statement of issues to be submitted, a written statement of the grievance and issues to be decided shall be presented to the arbitrator by each party. Wherever possible, such statements shall be forwarded to the arbitrator and exchanged between the parties two (2) weeks prior to the arbitration hearing date. Rights of the parties shall not be prejudiced by the inability or failure to comply with this subsection.

5.4 At the hearing, the arbitrator shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing.

5.5 The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in Article 4. Disciplinary matters are expressly excluded from arbitration, except as provided for under Article 4.8.

5.6 The arbitrator shall have no authority to change, amend, add to, subtract from, ignore, modify, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. At the arbitration hearing either party may request a certified court reporter. The loser of the arbitration proceeding will pay the cost for both parties of filing for arbitration, for the expenses of the Court reporter, and the cost of the arbitrator. Each Party shall pay the expenses and fees of its own witnesses.

5.7 The arbitrator shall issue the award within seven (7) days of the hearing. Such award shall be final and binding on both parties. Copies of the award shall be furnished to both parties by the arbitrator.

ARTICLE 6 ASSIGNMENT CERTIFICATION PAY

6.1 Firefighters who are duly certified by the Miami-Dade Fire Rescue Department and who are assigned full-time duties as "Driver Operators" on fire apparatus shall be paid at a rate one step above their regular rate of pay, except employees at the maximum step of the salary range shall receive 5% above their regular rate.

6.2 Firefighting personnel who are State Certified Emergency Medical Technicians or State Certified Paramedics who do not have Department Paramedic Protocol Certification shall be paid at a rate of 15% above their regular rate of pay. This Assignment Certification Pay will be applicable to those bargaining unit employees who are eligible for this Assignment Certification Pay and who are classified as “Special Risk” under the Florida Retirement System.

6.3 Firefighting personnel who are State Certified Paramedics and have passed Department Paramedic Protocol Certification shall be paid at a rate of 20% above their regular rate of pay.

This Assignment Certification Pay will be applicable to those bargaining unit employees who are eligible for this Assignment Certification Pay and who are classified as "Special Risk" under the Florida Retirement System.

6.4 It is understood between the parties that the Assignment Certification Pay under Articles 6.2 and 6.3 shall be considered as a component of an employees' base pay for the purposes of the Florida Retirement System (FRS).

6.5 Firefighting personnel assigned full-time duties as a Bureau O.I.C. shall be paid at a rate one step above their regular rate of pay, except employees at the maximum step of the salary range shall receive 5% above their regular rate.

6.6 Firefighting personnel assigned full-time to the Training Division, shall be paid at a rate one step above their regular rate of pay, except employees at the maximum step of the salary range shall receive 5% above their regular rate. Personnel who are State Certified Instructors shall receive an additional 2.5% during their assignment to the Training Division or in a departmentally authorized training assignment.

6.7 Firefighting personnel who are assigned full-time to the Fire Prevention Division shall be paid in accordance with the provisions under ***Appendix-A*** in this Agreement

6.8 Firefighting personnel who are Miami-Dade Fire Rescue Department A.R.F.F. certified, formerly known as C.F.R., and assigned to Airport units shall receive an additional 5% above their regular rate of pay.

6.9 Firefighting personnel designated as Special Investigators and assigned to the Miami-Dade Fire Rescue Department Director's Office shall receive 5% above their regular rate of pay.

6.10 Personnel assigned to special projects as defined and approved by the Miami-Dade Fire Rescue Department Director shall receive 5% above their regular rate of pay.

6.11 Firefighting personnel who are certified and assigned full time duties on "air truck" units shall be paid at a rate one step above their regular rate of pay except employees at the maximum step of the pay range shall receive 5% above their regular rate.

6.12 Firefighting personnel who are certified and assigned full time duties on "haz/mat" units shall be paid at one step above their regular rate of pay. Those bargaining unit personnel who are duly certified as Hazmat Specialist in accordance with rules, regulations and protocols established and maintained by the Miami-Dade Fire Rescue Department and assigned full time duties on Hazmat 17, or like haz/mat specialty units or to the Hazardous Materials Bureau, shall be paid at one step above their regular rate of pay in addition to haz/mat assignment pay supplement. Employees at the maximum step of the pay range shall receive 5% above their regular rate.

6.13 Firefighting personnel who are assigned full time duties to the Logistical Services Division shall be paid at a rate one step above their regular rate of pay, except employees at the maximum step of the salary range shall receive 5% above their regular rate.

6.14 Firefighting personnel who are certified and assigned full time duties on "Air Rescue" units shall be paid at a rate one step above their regular rate of pay, except employees at the maximum step of the salary range shall receive 5% above their regular rate.

6.15 Firefighting personnel shall receive a hazardous duty pay supplement in the amount of $125.00 biweekly.

6.16 Firefighting personnel assigned full time by the Department to the Emergency Medical Services (E.M.S) Division shall receive a 5% pay supplement above their regular rate of pay. In addition, E.M.S. Captains and Fire Lieutenants assigned to this Bureau shall be paid 2.5% above their regular rate of pay in lieu of Article 25.1 (Night Differential) and remain on their current 13's/14's, forty (40) hour average work week schedule. The parties retain the right to re-negotiate the hours and time of the shift after the first year of the contract. This work schedule is unique to the E.M.S. Captains and shall not be used as a precedent, or affect any other currently agreed upon work schedules or positions. The parties agree, through attrition, to

transition the schedules of the EMS Fire Captain positions from their current 13's/14's, forty hour average work week schedule to a twenty-four (24) hour shift tour of duty.

6.17 Firefighting personnel who are certified Department authorized divers in accordance with rules, regulations and protocols established and maintained by the Miami-Dade Fire Rescue Department will be eligible to receive an underwater rescue pay supplement of $50.00 biweekly. The County Manager and Director of the Miami-Dade Fire Rescue Department shall retain the authority and discretion to determine the number of employees who will receive this pay supplement. Effective the beginning of the first pay period in April 2004, this Dive Pay Supplement increased from $50.00 biweekly to one (1) pay step for only those certified personnel assigned to a twenty-four (24) hour shift tour of duty in Operations, forty (40) hour non-administrative Training Relief Pool personnel, Station 15 Operations units personnel, Technical Training Bureau personnel, Flight-Medic Relief personnel and personnel assigned full-time duties within the Marine Service Bureau, who were at that time receiving this assignment pay supplement. Those employees who were at that time assigned to administrative, non-operations positions will continue to receive their $50.00 biweekly supplement as long as they remain in their current position, however, they shall not be eligible to receive the one (1) pay step. Upon leaving their administrative, non-operations positions such employees shall not be eligible for the $50 biweekly dive pay supplement and it will be deleted from their salary. Accordingly, as a result of this administrative position phase out policy, no further employees in administrative non-operations positions will be eligible to receive the $50 biweekly or any dive pay supplement. Those eligible employees who were not receiving the dive pay supplement as of the beginning the first pay period in October 2004 shall be required to possess and maintain a current advanced open water diver certification and meet all Department rules, regulations and protocols in order to be qualified to receive the one (1) pay step dive pay supplement.

6.18 Firefighting personnel who are assigned full-time staff (40-hour work week) to the Special Operations Division shall be paid at a rate one step above the regular rate of pay except employees at the maximum step of the pay range who shall receive 5% above their regular rate, in accordance with rules, regulations, and protocols established and maintained by the Department. The County Manager and the Director of the Miami-Dade Fire Rescue Department

shall retain the authority and discretion to determine the number of employees who will receive this pay supplement. This supplement does not apply to employees covered by Article's 6.6, 6.11, 6.12 and 6.14.

6.19 Firefighting personnel certified by the Department as Technical Rescue Technicians or Marine Firefighters and assigned full time duties on a technical response truck (TRT) or marine fire fighting unit (Port of Miami) shall be paid at a rate one step above the regular rate of pay except employees at the maximum step of the pay range who shall receive 5% above their regular rate, in accordance with rules, regulations, and protocols established and maintained by the Department. The County Manager and the Director of the Miami-Dade Fire rescue Department shall retain the authority and discretion to determine the number of employees who will receive this pay supplement. This supplement does not apply to employees covered by Article 6.18.

6.20 Firefighter personnel shall be entitled to only those approved pay supplements that are applicable and consistent with their current authorized departmental assignment within the Miami-Dade Fire/Rescue Department. Employees voluntarily working out of their bid assignment shall be entitled to the pay associated with their requested assignment. Employees who are requested to work assignments by the Department will receive the higher of the two assignment's incentives, but not both.

6.21 Promotional Pay Calculations for Firefighting Personnel will be in accordance with the provisions of the Memorandum of Understanding under Appendix B of this Agreement.

ARTICLE 7 OVERTIME

7.1 All classified employees of the Miami-Dade Fire Rescue Department set forth in Article 2, up to and including Fire Captain, shall have the right to request and be paid at the rate of one and one half times their normal rate of pay for all duty hours performed in excess of their normal

work day or week. Normal work day shall mean twenty-four hours for all employees working twenty-four hour tours of duty.

7.2 The opportunity to work overtime shall be offered to all employees covered by this Article. Overtime for rescue units, air units, Haz Mat, Marine Fire Units, Technical Rescue Trucks (TRT), Training, ARFF Personnel by current OT Practice, and all driver/operator positions (including specialty units, i.e. pumper, aerial, telesquirt, platform) will be filled by those with Department certification when available. The rosters shall record the dates the employees are offered the opportunity to work overtime and their response. Only Driver/Operators certified on aerial apparatus or platforms and having met the department's requirements of familiarization on all new 100' or larger aerial apparatus, shall be eligible to work overtime on 100' or larger aerial apparatus as a driver/operator.

7.3 Voluntary overtime shall not be refused whenever the need exists except for personal emergency or substantial inconvenience of the employee. However, after three (3) consecutive refusals, the employee's name will be removed from the call roster for three months after which a reapplication may be submitted. The employee shall be notified of his/her removal. Employees may place on file a request not to be called for overtime, which request shall be honored by the Department whenever possible; however, withdrawal of such request shall not take place within three months of the initial filing of such request.

7.4 Overtime will always be hired by rank except when sufficient on-duty personnel are available or when a vacancy in the rank of Fire Lieutenant is caused by the Lieutenant working out of class as a Captain, or when a vacancy in the rank of Fire Lieutenant is caused by a Lieutenant granted leave pursuant to Article 10 (Leave), Section 10.6. In these cases, the vacancy created will be filled by a Firefighter who will work out of class as a Fire Lieutenant. If

there is no Firefighter available to work out of class as an acting Lieutenant and overtime must be hired, overtime will be hired in at the rank of Lieutenant.

7.5 For employees regularly assigned to forty (40) hours, four (4) or five (5) day weekly schedules, overtime shall be paid only for time worked in excess of forty (40) hours of work per work week and not for daily overtime. Annual, Sick, Military and Disability Leave shall not be included in the calculation of the forty (40) hour work week and for the purpose of computation of overtime; however, the payment of these benefits, as otherwise provided herein, shall not be diminished or changed. Non-Job basis bargaining unit employees eligible for overtime compensation as specified in Article 7.1 who are regularly assigned to forty (40) hour work schedules shall be eligible to be paid at the overtime rate when working in operations, not withstanding the fact that they may not have worked 40 hours in the week due to using annual, sick, military or disability leave.

7.6 Employees regularly scheduled for forty (40) hours who work an extra shift in addition to the forty (40) hour work week shall not be considered to be working on a call back.

7.7 Compensatory time can be earned in lieu of overtime and may be accrued up to a maximum of 200 hours. Employees eligible for overtime pay can request compensatory time in lieu of overtime payment.

7.8 Overtime - The Fire Chief may authorize the payment of overtime compensation at the rate of one and one-half times the employees' normal rate of pay for Chief Fire Officers who are assigned to emergency response efforts when extraordinary circumstances warrant.

7.9 Chief Fire Officers (CFO's) will be eligible to receive overtime compensation at the rate of time and one-half of their normal rate of pay, when filling in for an operational battalion CFO

assigned to a 24 hour shift (tour of duty). Additionally, such operational CFO's shall be eligible for up to a maximum of one-half (1/2) hour of overtime compensation per operational shift change (working as a battalion chief). This overtime compensation replaces the current Departmental practice of granting 96 hours of Administrative Leave per year to these operational CFO's.

ARTICLE 8 WORK IN OTHER CLASSIFICATION

8.1 The County agrees to take necessary action to minimize the utilization of employees working out of their classification by making every reasonable effort to have sufficient relief personnel of each rank. When it is necessary that an employee work in a higher classification, the employee shall be paid at a rate equal to the minimum salary for the higher classification with at least a one pay step increase.

8.2 The promotional eligibility list shall be considered when temporarily filling vacancies in a higher classification without resulting in a transfer from shift to shift or to another division.

8.3 Work in a higher Firefighting personnel classification or as a driver-engineer or rescue squad assignment for in excess of six (6) consecutive hours per shift shall be compensated as provided above for all hours worked in that classification. Hours worked less than six (6) consecutive hours in a shift shall be compensated for at the employee's regular rate of pay.

ARTICLE 9 CALL BACK, COURT TIME, AND JURY DUTY

9.1 When it is necessary to require employees to return to work from off-duty, the County agrees to compensate the employee at the overtime rate, with a minimum of four (4) hours compensation at the overtime rate.

9.2 Any employee covered by this Agreement who is required by the Department or by subpoena to appear in Court during off-duty hours on any matter arising out of his/her

employment, shall be compensated at the overtime rate, with a minimum of four (4) hours compensation at the overtime rate.

9.3 For the purposes of this Article, call back and court appearances qualifying for payments as described above, will be those occurrences separated from the employee's normal duty shift by a period of more than sixty (60) minutes.

9.4 When an employee is required to report for Jury Duty on a day following his/her regular shift, the employee will be relieved of duty with pay at approximately 7:00 P.M. the night before. If the employee is excused from Jury Duty after 3:00 p.m. on his/her regular duty day and is not required to report for Jury Duty again the following morning, he/she shall return to duty that day. If an employee is excused from Jury Duty before 3:00 P.M. on his/her regular duty day they shall return to duty for the remainder of the shift, or until 7:00 P.M, if required to report for Jury Duty again the following day. If the employee is excused from Jury Duty after 3:00 P.M. on his/her regular duty day and is required to report for Jury Duty again the following morning, they shall be relieved of duty for the entire shift. Employees must secure a certificate of jury duty attendance with the time released noted to qualify for time off with pay.

ARTICLE 10 LEAVE

10.1 The Miami-Dade County Leave Manual shall be applied to all employees within this bargaining unit and shall be administered in accordance with present practice except as specifically modified herein.

10.2 Holidays:

The following shall be considered Holidays and shall be administered and paid for pursuant to present practice:

New Year's Day	Thanksgiving Day
Presidents Day	Friday after Thanksgiving

Employee's Birthday	Christmas Day
Memorial Day	Veteran's Day
Independence Day	Columbus Day
Labor Day	Floating Holiday (of employee's choice)
M. L. King's Birthday	

10.3 Firefighting personnel shall be permitted to accrue without limit all earned Holiday Leave. Employees shall be paid for each holiday as it occurs, upon request, or the employee may be paid for all unpaid holidays annually on the last pay period of the fiscal year (September). In addition, employees shall have one opportunity per fiscal year, to be paid for all or any part of their accrued Holiday Leave (excluding earned Holiday Leave earned during the current fiscal year) by submitting a written request between October 1 and October 30 of each year. If the total aggregate of requests exceeds $150,000.00 each employee shall receive payment in pro-rata, equal shares. On a one time basis only, each employee with twenty or more years of service may receive up to 500 hours of their accrued holiday leave, paid upon request over 26 pay periods of a fiscal year, if requested in writing by July 1 of the prior fiscal year.

10.4 Annual Leave:

The Annual Leave (vacation) scheduling procedure shall be as follows:

A. Vacation request forms shall be distributed to employees by August 15th.

B. Vacation request forms shall be returned by employees by September 15th. Employees whose forms are not returned by September 15th will be placed at the bottom of the applicable seniority list for that year.

C. The vacation schedules shall be published and posted by October 15th.

D. The year will be divided into twenty-six (26) two (2) week vacation periods. Employees may request any two vacation periods. Employees who earn two (2) weeks of vacation shall use at least two (2) weeks of annual leave. Employees annual days off may apply toward their minimum two (2) weeks vacation period. Personnel who have used less than two (2) weeks, 96/80 hours of annual leave during the Department's annual vacation period (January through December), will be required to use the balance during a scheduled vacation period.

E. Personnel will be given an opportunity to indicate their preferences for vacation. Vacation will be granted based upon seniority in the Department. Separate vacation rosters for vacation preference selection will be issued by Division as follows:

a) Operations Division
   1. Rank
   2. Shift
   3. Rescue

Operations Vacation Selection Preference Rosters

SHIFTS

A	B	C
CHIEF FIRE OFFICER	CHIEF FIRE OFFICER	CHIEF FIRE OFFICER
FIRE CAPTAIN	FIRE CAPTAIN	FIRE CAPTAIN
FIRE LIEUTENANT	FIRE LIEUTENANT	FIRE LIEUTENANT
FIREFIGHTER	FIREFIGHTER	FIREFIGHTER

b) Airport Division

1. Rank
2. Shift (except Captains and Chief Fire Officers)

CAPTAINS AND CHIEF FIRE OFFICERS

A	B	C
LT.	LT.	LT.
FF.	FF.	FF.

c) Arson Bureau personnel will select vacation schedules within their Bureau.

d) All other divisions--existing practice by Rank.

e) The scheduling of vacation leave for the term of this contract shall continue to be a management prerogative, except where abridged or limited by the terms of this article.

F). Annual leave may be accrued to 500 hours and will be paid upon separation in accordance with the Leave Manual or the applicable provisions of the Deferred Retirement Option Program (DROP). Any employee having a balance in excess of the maximum accrual of 500 hours at the end of the Department Vacation year will forfeit and lose such excess annual leave accrual. The Department will take necessary steps to insure that employees with excessive accumulations use such leave and reduce outstanding balances.

10.5 Funeral Leave:

Three (3) days of emergency funeral leave with pay shall be granted in the event of a death in the immediate family provided that the employee actually attends the funeral. Immediate family is defined as spouse, children, mother, father, sister or brother, grandfather or

grandmother, mother-in-law, father-in-law, or upon proof of any person in the general family and living within the same household. In the case of those operations employees on a three (3) platoon, twenty-four (24) hour tour of duty work shift schedule, such 3 days of funeral leave shall be interpreted as providing a total of thirty-six (36) hours of leave time. Should an employee require additional time other than provided herein, he/she may request that funeral leave be extended an additional three work days and the time shall be charged against accrued compensatory time, annual leave or holiday leave. Such request, if made as part of the original leave request, shall not be denied. An emergency request for such extension, arising during the funeral leave, shall be granted by the Department whenever possible.

10.6 Authorized Leave:

A. Other than normal vacations, the Department will approve, in advance, up to thirty-six (36) requests for leave per day for Firefighting personnel. It is understood and agreed to between the parties that six (6) of these leave requests per day shall be reserved (first right of refusal) for employees to attend Paramedic Training classes. Effective the beginning of the first pay period in December 2005, increase the number of leave requests to 39 per day. Upon the establishment of any new Operational Battalion, the Department agrees to increase the total number of Battalion leave days in the pool available to all operational personnel by three (3) additional days.

B. Requests for leave must be submitted within 21 calendar days but no less than two (2) duty days (seven (7) calendar days) in advance of the requested day off. The two (2) day notice requirement may be waived by the Division Director due to extenuating circumstances.

C. The employee will receive a reply from administration within ninety-six (96) hours of request.

D. The Department will normally approve requests on a first come, first serve basis subject only to exceptional operational needs as determined by the Department, in which case the employee will be given a written explanation for denial.

10.7 Sick Leave Accumulation and Conversion:

A. Present sick leave use, accrual and conversion rules to remain in effect.

a) Sick leave earned at the rate of 124 hours per leave year.

b) Conversion of unused portion of first 62 hours of sick leave to annual leave.

c) At the end of each employee's leave year, the unused portion of the second 62 hours is placed in the Sick Leave Bank and may be accrued without limit for use during an extended illness.

B. Firefighting personnel who retire or resign from County service will be eligible to receive payment for up a maximum of 1,000 hours of accrued unused sick leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

Less than 10 years	No Payment
10 years but less than 11 years	25% payment
11 years but less than 12 years	30% payment
12 years but less than 13 years	35% payment
13 years but less than 14 years	40% payment
14 years but less than 15 years	45% payment
15 years but less than 16 years	50% payment
16 years but less than 17 years	55% payment
17 years but less than 18 years	60% payment
18 years but less than 19 years	65% payment
19 years but less than 20 years	70% payment
20 years but less than 21 years	75% payment
21 years but less than 22 years	80% payment
22 years but less than 23 years	85% payment
23 years but less than 24 years	90% payment
24 years but less than 25 years	95% payment
25 years or more	100% payment

Special Risk employees who retire after 25 years of full-time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick

leave. Such payment will be made at the employee's current rate at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

C. Sick Leave Accumulation and Conversion for Non-Special Risk Employees:

1. Present sick leave use, accrual and conversion rules to remain in effect.

(a). Sick leave earned at the rate of one (1) day per month (96 hours per year).

(b). Conversion of unused portion of sick leave days 1 through 6 to Annual Leave.

(c). At the end of each employee's leave year, the unused portion of sick days 7 through 12 are placed in the Sick Leave Bank and may be accrued without limit.

(d). Employees who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employees' current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

Less than 10 years	No payment
10 years but less than 11 years	25% payment
11 years but less than 12 years	30% payment
12 years but less than 13 years	35% payment
13 years but less than 14 years	40% payment
14 years but less than 15 years	45% payment
15 years but less than 16 years	50% payment
16 years but less than 17 years	55% payment
17 years but less than 18 years	60% payment
18 years but less than 19 years	65% payment
19 years but less than 20 years	70% payment
20 years but less than 21 years	75% payment

21 years but less than 22 years	77.5% payment
22 years but less than 23 years	80% payment
23 years but less than 24 years	82.5% payment
24 years but less than 25 years	85% payment
25 years but less than 26 years	87.5% payment
26 years but less than 27 years	90% payment
27 years but less than 28 years	92.5% payment
28 years but less than 29 years	95% payment
29 years but less than 30 years	97.5% payment
30 years or more	100% payment

Non-Special Risk employees who retire after 30 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

10.8 Firefighting personnel leave accumulation and conversion shall be consistent with the number of hours in the work week. Leave will be apportionately affected by a change in the work week.

10.9.1 Firefighting personnel with 20 or more years of service are entitled to receive pay for the sick leave hours that qualify to be converted to annual leave each year for any consecutive six-year period after their 19th year of service - to a maximum of 372 hours. Qualifying time is the first of 62 hours of sick leave reduced by any sick leave used by the employee during their leave year. This payment must be requested in writing and will be paid at a rate of no more than 24 hours per pay period.

Firefighting personnel who do not anticipate six more years of employment prior to retirement may receive payment from their sick balance equal to the amount of qualifying sick hours that were or would have been converted to annual leave for each consecutive year prior

to their retirement for a maximum of six years but not for any year prior to their 20th year of service.

The payment of sick leave hours as it applies to this Article will for all purposes reduce the employee's sick/annual leave balance accordingly.

Example 1: Firefighting personnel with 20 years of service who anticipates retiring with 25 years of service may choose to receive pay equal to the amount of sick leave converted to annual leave each year for six consecutive years.

20th year - employee was not sick; may request payment for the 62 hours qualifying for conversion to annual leave

21st year - employee was sick 24 hours; may request payment for 38 hours qualifying for conversion

Example 2: Firefighter personnel with 24 years of service who anticipates retiring the next year may choose to receive sick leave pay equal to the amount of qualifying sick leave for the present year and the following year. In addition, the employee may request payment of any sick leave hours that qualified for conversion to annual leave for the previous 4 years. The appropriate account will be reduced accordingly (if the qualifying sick leave was converted to annual, the annual balance will be reduced; if the qualifying sick leave was not converted, the sick leave balance will be reduced).

10.9.2 Retiree Sick Leave Conversion - Effective upon ratification of this Agreement, all retiring employees with 25 or more years of FRS Special Risk service, or comparable special risk municipal retirement service, or reaching age 55 with full FRS Special Risk retirement

benefits or thirty (30) years or more of FRS Non-Special Risk County service, or reaching age 62 with full FRS Non-Special Risk retirement benefits will have the option to make an irrevocable election in the calendar year immediately prior to the calendar year in which the employee retires and separates from the County to have any portion of their accrued sick leave converted to a special leave account that will be paid out in accordance with Article 10.7 (B) or (C) upon their separation. Sick leave placed in this special_leave account will not be eligible to be counted toward average final compensation (AFC) for the Florida Retirement System (FRS).

10.10 Firefighting personnel killed in the line of duty or who are approved for in line of duty disability retirement by the Miami-Dade County Disability Panel shall receive 100% of their accrued sick leave paid at their current rate of pay at time of death or disability retirement.

10.11 Military Leave - Time served by an employee on Military Leave will be credited toward merit increases, longevity annual leave, longevity bonus, layoff retention rights and seniority credit for promotional examinations. It is understood between the parties that bargaining unit employees will be covered by the provisions of County Resolution R-157-03 that authorizes the continuation of certain compensation to County employees on active military duty. Employees returning from active duty will be allowed to sit for any and all promotional exams they may have missed during the active duty period. These employees will be allowed the option to have a minimum of sixty days to study for any promotional exams after the active duty period.

ARTICLE 11 CERTIFICATION OF FIREFIGHTING PERSONNEL

11.1 All Driver Operators, Flight Medic, Rescue, Air Truck, Hazardous Material, Technical Rescue Team (TRT), Marine Firefighter Unit (MFU), Fire Boat Operator, and Airport personnel in bid positions shall be duly certified by the Miami-Dade Fire Rescue Department. On all three-person Rescue units there shall be at least three (3) state certified Paramedics with Department

certification (Protocols). However, one person on each three (3) person unit may be replaced with a state certified EMT or greater qualification only for the following reasons:

1. Unanticipated Sick, or Emergency Leave
2. Annual Leave
3. HJ/BH
4. Vacations
5. Jury Duty
6. Positions vacant until the next bid period.
7. Military leave (17 calendar days, Maximum)

At no time shall any other Rescue Unit be staffed by less than two (2) state certified Paramedics with Department certification (Protocols). All certification and testing of employees shall be done on duty.

The Department will staff the Hazardous Materials Units, Technical Rescue Units, and Marine Firefighting Units with certified personnel as follows:

Hazardous Materials Units

Haz-Mat 17-Staffing of one (1) Officer and one (1) Firefighter, both Departments certified as Hazardous Materials Technician. The Haz-Mat Specialist level will not be part of minimum staffing during the term of this Collective Bargaining Agreement.

Rescue 28 – Staffing of one (1) Officer and two (2) Firefighters. The Officer and one (1) Firefighter must be Department certified as a Hazardous Materials Technician. Both employees must also be "Haz-Tox" certified by the Department. Rescue 28 – Staffing of one (1) Officer and two (2) Firefighters. The Officer and one (1) Firefighter must be Department certified as a Hazardous Materials Technician. Both employees must also be "Haz-Tox" certified by the Department in order to obtain the bid. However, for the first two years (52 pay

periods) after ratification, vacant or open bids or the absence of bid in personnel due to vacation, battalion day, sick day, injury leave, military leave, or training, on the "Haz-Tox" unit may be filled with qualified paramedic or EMT. This agreed upon service level reduction is agreed to by the parties to help reduce expenses for the Department.

Aerial 17, Engine 56, Aerial 59, Engine 63 – Staffing of one (1) Officer and three (3) Firefighters. The Officer and two (2) Firefighters must be Department certified as a Hazardous Materials Technician.

Technical Rescue Units

TRT 1 (formerly USAR 1) – Staffing of one (1) Officer and one (1) Firefighter, both employees must have Technical Rescue certification.

Squirts 19, 43 and 46 – Staffing of one (1) Officer and three (3) Firefighters. The Officer and two (2) Firefighters must have Technical Rescue certification.

Marine Fire Units

Engine 39 – Staffing of one (1) Officer and three (3) Firefighters. The Officer and two (2) Firefighters must have Marine Firefighter certification.

Effective April 1, 2006, The Department will staff each position on these units with duly certified personnel, however, one (1) Firefighter position may be filled by a non-certified Firefighter for the same seven (7) reasons an EMT may ride on a three (3) person Rescue Truck as listed in Article 11.1. This staffing exception will not apply to Haz-Mat 17 and TRT 1, which will be staffed only with duly certified personnel. Rescue 28, will only require two

(2) of the employees on the unit to hold "Haz Tox" certification. Effective upon ratification, this paragraph shall be suspended for two years (52 pay periods) in order to help the Department reduce its costs on specialty units. The staffing of all Marine Fire units, Technical Rescue Support units, and Haz Mat support units units, will be bid with certified personnel but for relief purposes, will only be required to be staffed by three duly certified personnel, one of which will be the officer. TRT 1 and Haz Mat 17 will continue to be staffed by duly certified personnel due to their critical role in Special Operations Responses.

The Department may move employees who possess certifications pertaining to the Hazardous Materials Units, Technical Rescue Units, and Marine Fire Units from his/her bid position for up to an additional four (4) shifts or parts thereof, for each year of this agreement. These moves are in addition to those provided for under Article 14.6.

11.2 Certification may consist of skills, written and/or diagnostic test. The employee's immediate supervisor will attest that the employee is ready for certification and monitor the certification test. Results may be appealed to the Division Chief. Applications for certification must be in writing.

11.3 Upon successful completion of the Driver Operator and Rescue certification test personnel will not be required to recertify during the term of this Agreement. Announcement of the test will be posted in all Fire Stations thirty (30) days prior to the administration of the test. All applicants will be tested. Periodic re-evaluation of any certified employee's performance may be conducted when the Department has a reasonable basis for such re-evaluation. The employee will be notified in writing of the reason for re-evaluation.

11.4 Questions on written certification exams may be challenged using the same criteria used on promotional exams. Approval for make-up exams must use the same criteria as promotional exams.

11.5 The Paramedic Protocol test will be administered by the Fire Department's Medical Advisor. However, two (2) Protocol Paramedics, currently assigned to an ALS unit will be present during this test to monitor and offer assistance when needed. The Department Protocol Testing will be scheduled at least twice per fiscal year except when six (6) or more employees request testing, the EMS Division will schedule testing to commence within thirty (30) days.

11.6 The Department shall provide all necessary training for assigned Rescue personnel to maintain their certification, or, to meet any minimum recertification requirements, on an in-service, on duty basis. If the Fire-Rescue Department cannot provide the minimum recertification requirements, the employee shall be paid the overtime rate for all hours spent obtaining these minimum requirements from another source. If after the Department has made a reasonable effort to provide such training and the employee does not avail himself/herself of it, it then becomes the employees' responsibility to obtain the training.

ARTICLE 12 JOB DUTIES

12.1 It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. The County agrees that it will not require new tasks and duties to be performed that are not inherent in the nature of the work or do not fall within the skills and other factors common to the classification.

12.2 Whenever there is a proposed change in the job description of a class within this bargaining unit, the County shall discuss with the Union the proposed changes. If the Union is not satisfied with the proposed change, it may, in writing within five (5) days of the conclusion of the discussion stated above, request a hearing before the Miami-Dade County Employee Relations Department Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days. The decision of the Miami-Dade Employee Relations Department Director shall be final.

12.3 Personnel covered by this contract shall not be required to perform building repairs or maintenance other than normal housekeeping duties.

12.4 Personnel covered by this contract shall not be required to perform lawn maintenance.

ARTICLE 13 FIREFIGHTING PERSONNEL STAFFING OF APPARATUS

13.1 The County agrees to provide minimum staffing for fire fighting equipment in active service. In order to provide a minimum level of safety to personnel in the bargaining unit, apparatus in service shall be staffed with no less than:

Operations Division

a. 4 persons per aerial unit
b. 4 persons per pumper unit (including Station 24)
c. 3 persons per rescue unit*
d. 2 persons per tanker unit (semi-trailer type)
e. 2 persons per air truck
f. 4 persons on an Advance Life Support (ALS) Suppression Unit consisting of the following personnel:

One (1) Paramedic Officer in Charge (OIC)
And one (1) tailboard Paramedic.

One (1) Driver/Operator Emergency Medical Technician (EMT) or higher certification

And one (1) tailboard Emergency Medical Technician (EMT) or higher certification

* Reduction in third person rescue positions may take place when approved as a service level reduction by the Board of County Commission.

13.2 Airport Division:

The Airport Division, including relief personnel, shall be staffed as follows:

1. The Miami International Airport - Forty-eight (48) persons. Engine 12, the pumper unit, will be staffed with four (4) persons.

2. Opa-Locka Airport - Eleven (11) persons, consisting of three persons on the unit per shift. The two (2) relief people may be kept at Station 12 when they are not being utilized at Opa-Locka for relief. The least senior qualified person at Station 12 will be utilized for Opa-Locka relief after soliciting volunteers.

13.3 Staffing strength may be reduced by one (1) person for short periods not to exceed eight (8) hours if personnel are absent for, or assigned to, job related activities such as the following:

a. Unanticipated or emergency leave granted after a tour of duty has started.
b. Voting
c. Medical Examinations
d. Medical Transportation
e. * Training (up to one (1) person per battalion.)

* The current allocation of daily in-service training slots is 56 The total of 55 is derived by riding one light per Battalion (14 personnel), and two suppression apparatus (8 personnel) and two transport Rescue apparatus (6 personnel) out of service for training per each Operations

Divisions 1, 2 and 3 (42 personnel). The 56 training slots are the daily maximum available at any one time without the override approval of the Assistant Chief for Operations. Training may be cancelled at anytime pursuant to Department operational necessity.

One per Battalion (14 Battalions)	14
Division 1 – (2 suppression, 2 Transport Rescue)	14
Division 2 – (2 suppression, 2 Transport Rescue)	14
Division 3 – (2 suppression, 2 Transport Rescue)	14
	56

13.4 In the event that the County decides, at its discretion, to assign personnel to rescue units (above the level provided for such units herein), it is agreed that the County will assign State Certified firefighters as called for in F.S.S. 633. Said new additional rescue personnel may be assigned to work four 10 hour days or 24 hour shifts at the Department's discretion.

13.5 In the event that the County decides to use the Fire-Rescue Department as the County Department for total transportation of the sick and injured, this Agreement shall be reopened for negotiations as provided by law. If any personnel covered by this Agreement are assigned to work in any new classifications on such total transportation unit, this Agreement shall be reopened for negotiations as to these employees regarding wages, hours, fringe benefits, and working conditions only.

ARTICLE 14 FIREFIGHTING PERSONNEL ASSIGNMENTS AND TRANSFERS

14.1 All bids on operations positions will be awarded to the most senior person meeting minimum qualifications; except, that bids for positions in Rescue, as Driver Operators, at the Airport, on the Air Truck, on a Hazardous Materials Unit, on TRT and Marine Firefighter units which require certification, will be awarded in accordance with the following:

A. Driver Operator: Driver Operator bids will be awarded to the senior certified bidder. If no bidder has certification the bid will be awarded to the senior bidder. Certification preference on Fire apparatus is limited to basic Driver Operator Certification.

Specialty apparatus certification, I.E., squrt, aerial, etc., shall be required during the bid period.

B. ALS: Minimum requirement is State Paramedic Certification to bid ALS positions. ALS bids will be awarded to the senior certified bidder. Bid preference is:

(1) Department protocol certified paramedics. (State Certified Paramedic with Department Protocols)

(2) State certified paramedics. (Must become department certified (Protocols) during the bid period).

C. Airport: Bids will be awarded to the senior certified Airport Rescue Firefighter (ARFF), formerly known as CFR, bidder. If no bidder is certified, the bid will be awarded to the senior bidder. Temporarily assigned personnel to the Airport Division will have the bid period to obtain certification (ARFF).

D. Air Truck: Bids will be awarded to the senior certified bidder. If no bidder is certified, the bid will be awarded to the senior bidder who will have the bid period to certify.

E. Non-operations positions for Flight Medic will be awarded to the senior certified bidder.

F. HAZARDOUS MATERIALS: Bids will be awarded to the senior certified Hazmat Technician bidder. In the event there is no certified Hazmat Technician bidder, the position will remain vacant.

G. CR Fire Fighter bids will be awarded to the senior certified bidder. If no bidder has certification, the bid will be awarded to the senior bidder. Certification preference for CR Fire Fighter is limited to basic driver operator certification with the exception that for Haz-Mat, TRT, and Marine Firefighter CR bids, certifications are also required.

H. T.R.T. and Marine Firefighter bids will be awarded to the senior certified bidder. In the event there is no certified TRT or Marine Firefighter bidder, the position will remain vacant.

In order to count toward bid requirements or preference, certifications must be obtained prior to the bid announcement, except for certification obtained as a result of a make-up test. Except for the above and for trainees and probationary Firefighters, all other personnel covered by this Agreement will be given an opportunity to indicate their preference for assignments. Personnel will be assigned to fill vacancies on the basis of preferences, department requirements, and time-in-grade. The department will make every reasonable effort to minimize the transfer of personnel between shifts and duty assignments. Fire rescue personnel will be assigned on a volunteer basis when sufficient volunteers are available.

14.2 The Fire-Rescue Department will announce and advertise all bid vacancies. A vacancy shall be defined as a position left by a previous bidder, C.R. position, or any new position authorized for the length of the oncoming bid period (except relief) in the Department. All vacancies will be bid twice a year and will be advertised by October 1st and April 1st of each year. Closing dates will be one (1) pay period after vacancies are advertised. All awarded bids will be filled within two (2) pay periods of the closing date for bids.

14.3 Where department requirements provide for an evaluation of applicants qualifications, evaluation of job performance, written test, and demonstrated abilities to perform in the position sought, qualifications will be relevant to the position bidded. A written description of those qualifications will be provided to Local 1403, two (2) weeks prior to the bid announcement. The same criteria will be applied equally to each bidder in establishing the relative ranking. Time-in-grade will be a major consideration in making selections among those bidding. If all qualifications are equal, the most senior person will receive the award. In the event employees were hired or promoted on the same date, time-in-grade seniority for bid purposes will be determined by the employee's position on the eligibility list.

14.4 Except as provided above, if a senior person bidding is not awarded the bid, the Division Chief concerned will notify the individual prior to the bid being awarded. Upon request, employees will be counseled by the Division Chief concerned with a Union Representative present as to the reasons why and the differences in qualification five (5) days prior to the bid being awarded in writing.

14.5 If an employee placed in a bid position subsequently fails to qualify for certification, he/she shall revert to his/her previous position.

14.6 The department may move an employee from his/her bid position for up to four (4) shifts or parts thereof, for each year of this agreement. If, however, an employee is moved without his/her consent, the department shall first seek volunteers for the move from the concerned battalion. Additionally, the Department shall have the authority and discretion to move employees up to 6 times for each year of this Agreement, while attempting resolution of personnel conflict issues. A move shall be defined as a move of an employee from his or her bid position to any position that would involve a change of incentive (even if worked less than six hours and no incentive is paid), a change of unit, or a change of station.

14.7 Any unilateral transfer of personnel involving a change from combat operations to another activity, and vice versa, will only be done with at least two (2) weeks prior notification to the employee involved. An employee may waive the prior notification requirement.

14.8 This Article shall not restrict the right of the Department to relocate units. If a unit is relocated within its single company response area, no one on that unit shall lose a bid.

14.9 The County agrees that Battalions will not be realigned except when necessitated by operational requirements such as when new districts or battalions are created, when municipal fire services are merged with the Department, (provided the merger includes the transfer of uniformed personnel in the municipal department), or when there is an addition or reduction in the number of units.

14.10 An employee may not bid his/her previous bid position until after that bid has been advertised at least one time.

14.11 No bid may be withdrawn after the announced closing date.

14.12 Back-up Drivers

The relief position of Driver-Operator will be filled as follows:

a. When the Driver Operator is on CR, the CR Fire Fighter has preference for driving as long as the Fire Fighter is qualified or certified on the apparatus.

b. With the senior certified Driver holding certification and riding the apparatus in question.

c. In the absence of (a) or (b), the position will be filled by a Driver fully qualified on the apparatus in question.

d. Qualifications will be attested to by the company officer of the apparatus in question.

e. The above procedures will also apply to holdover, vacation relief and exchange time Driver-operator.

14.13 Inspections Bureau OIC and Fire Engineering Bureau OIC for the Fire Prevention Division shall be in accordance with the provisions under Appendix A in this Agreement.

14.14 Assignments to the Training Division in the ranks of Fire Captain and Chief Fire Officer and all positions within the Public Information Office shall be based upon the assessment of a candidate's seniority, certifications and other job related qualifications as determined by the department. The selection process shall consist of a joint labor management committee with three (3) representatives from the bargaining unit and three (3) representatives from the

department. The Committee's recommendation shall be submitted to the Director or his designee for consideration and final approval.

ARTICLE 15 FIREFIGHTING RELIEF PERSONNEL

15.1 The County will provide sufficient Firefighting relief personnel of each classification for each platoon.

ARTICLE 16 PROMOTIONAL EXAMINATIONS

16.1 The County agrees that the Director of the County Fire-Rescue Department will consult with representatives of the Union as to the training and experience requirements which will be established for promotional examinations in the various Firefighter classifications. The Union shall be consulted on any additions or deletions to the current study material and no additions or deletions shall be made following the announcement of the opening date to sign up for the promotional exam, except by mutual agreement. The County shall provide each applicant a complete set of all suggested study material, excluding books published by an outside publisher.

16.2 It is the intent of the County that appointments to exempt positions in the Fire-Rescue Department shall be filled from the Miami-Dade Fire-Rescue Department, whenever possible in the judgment of the Director or County Manager. If qualified applicants from within the Department are not appointed, the Director will counsel the employee concerned.

16.3 If an employee is to be passed over for promotion, the Director shall counsel the individual as to the reason prior to the list of personnel to be promoted being announced.

16.4 The time in grade eligibility requirement for promotional exams shall be measured in terms of continuous service from date of hire. An interruption for an authorized leave of absence shall not constitute a break in continuous service, but the time in a leave of absence shall not be credited as time in service.

16.5 The time in grade eligibility criteria for promotional exams shall be by the test date and service in the Miami-Dade Fire Rescue Department or as specified by merger agreement:

> Lieutenant – Five (5) years continuous service from date of hire as a Firefighter except that all employees hired on or after October 1, 2004 shall be required to be a State Certified, Department Protocol Paramedic
>
> Captain - Three (3) years continuous service as a Lieutenant;
>
> Chief Fire Officer - Two (2) years continuous service as a Captain.

16.6 No Firefighting personnel shall be permitted to apply for a promotional examination after the announced closing date. The opening date of the promotional exam shall be at least sixty (60) days prior to the closing date. Applications for promotional exams shall be made available at operations headquarters and the Miami-Dade County Employee Relations Department.

16.7 The County agrees to allow Firefighting personnel candidates to participate in written promotional examinations in cases where, an otherwise eligible promotional candidate, is deemed not eligible due to a less than satisfactory performance evaluation report which is pending appeal. The candidate's promotional examination will be sealed pending the final results of the performance evaluation appeal process. The promotional candidate's examination will only be scored if the performance evaluation appeal process results in the performance evaluation being changed to an overall rating of satisfactory or above.

16.8 Firefighting personnel promotions will be made within two (2) pay periods after the vacancy occurs (if a current eligible list is in effect). This method will not be used to request overages.

However, for people on long term disability and not expected back, overages will be requested by the Fire-Rescue Department. If a freeze in hiring and/or promotions is imposed by the County Manager, Local 1403 retains the right to intercede with the County Commission if the Fire-Rescue Department has been unable to make promotions within the agreed two (2) pay periods.

ARTICLE 17 EDUCATION

17.1 Firefighting personnel covered by this Agreement who attend schools, seminars, training activities, etc., during their off-duty hours shall be compensated by the County at one and one-half times their normal rate of pay for those hours if the activity meets the following requirements:

A. It is required by the Department;
B. It is required to maintain "certification of qualification."

17.2 Any costs of material and/or tuition for Firefighting personnel shall be paid by the County if the activity or course is required by the department.

17.3 Firefighting personnel covered by this Agreement who receive an Associate Degree or higher in Fire Science Technology, Emergency Medical Services or Fire Administration, or any equivalent program approved in advance by the Fire-Rescue Department and the Employee Relations Department, shall receive a one-step pay increase. Employees attending such courses shall receive regular County educational benefits. Where regularly scheduled courses necessary to receive said degree cannot be completed in off-duty time, the Department will give favorable consideration to allowing duty time off by using accrued leave, excluding sick leave,

and arranging for necessary relief. Notice will be given to the Department during course registration in order to plan for relief.

17.4 Firefighting personnel covered by this Agreement who receive an associate or higher degree in a subject that they are utilizing in the every day work of their assignment within the Fire-Rescue Department may receive a one step increase if approved for such increase by the Department. Transfer to another position where the degree is not utilized in their everyday work will result in the loss of the one step increase.

17.5 Wage benefits under 17.3 and 17.4 above shall not be cumulative.

17.6 The Fire Department will provide 100% tuition refund to those employees in Firefighting personnel classifications who voluntarily attend Paramedic Training Classes in an off-duty status and who successfully complete Department Protocols and State Certified Paramedic requirements. Additionally, Rescue ride time, approved by the authority having jurisdiction, may be permitted on duty.

ARTICLE 18 NON-DISCRIMINATION CLAUSE

18.1 No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, marital status, sexual orientation, age, union membership or union activity protected by law in accordance with applicable State and Federal Laws. The Union agrees to fully cooperate with the County in complying with Federal, State and local laws requiring affirmative action to assure equal employment opportunity. The County will inform the Union as to its participation in such efforts and programs and will furnish sufficient information to the Union to enable it to understand and evaluate the nature of the County's participation therein.

18.2 If it becomes necessary for the County to validate promotional examinations for officers, the Union will be promptly informed of the requirement and the intended validation program. Such requirement and program will be mutually discussed between the Parties prior to implementation, and the impact of the program on the bargaining unit, if any, will be considered.

18.3 It is understood and agreed by the parties that validation of promotional examinations for officers will be undertaken pursuant to law. The County will take no position inconsistent with this understanding.

18.4 This Article is intended solely to comply with Federal, State and local regulations concerning the criteria enumerated above.

ARTICLE 19 HEALTH SERVICES

19.1 Medical examinations will be administered annually by the Department, while the employee is on duty, commencing by the first week in January each year. All bargaining unit employees shall be required to take this medical examination once every 24 months. Effective in 2011 and every odd numbered year thereafter, employees whose last names begin with the letters A-L will have mandatory physicals, and effective 2012 and every even numbered year thereafter, employees whose last names being with the letters M-Z will have mandatory physicals. The physical shall be conducted at contracted facilities mutually agreeable to the department and the union and shall consist of the following minimum requirements:

1. 12 lead EKG--interpreted by a licensed cardiologist when abnormalities are identified
2. Complete blood test.
3. Hearing test.
4. Lung volume test.
5. Treadmill stress test if recommended by the examining physician or by the employee's physician.

6. Other diagnostic tests as required by the Physician.
7. Vision test.
8. Chest X-ray at employee's option
9. Toxicology and Alcohol Test
10. Mammogram upon request
11. Hepatitis screening and immunization upon request.
12. Prostate Specific Antigen (PSA) tests will be provided to all males age 50 or over and to other males if recommended by the examining physician. Upon request by the employee, the test will be provided to those males age 40 or over.
13. Heavy Metals Testing at employee's option

During the term of this agreement, the parties agree to discuss and consider the adoption of the International Association of Firefighters/International Association of Fire Chiefs (IAFF/IAFC) Wellness Initiative Project as the guideline for employee health services.

19.2 The employee shall be notified in writing of any irregularities within twenty-one (21) days after completion of the examination. If the examining physician, after reviewing the test results, recommends that any portion of the test be redone, the cost will be borne by the County. Results of the complete medical examination shall be given to each employee within thirty (30) days of the examination. If an irregularity is reported which, in the opinion of the examining physician, would restrict the employee's performance of duty, the employee's private physician will attest to the employee's fitness for duty before returning to duty in accordance with the provisions of the 2003 edition of the National Fire Protection Association (NFPA) 1582, Section 9.1.

19.3 Any employee injured as a result of activities in the course of employment and who requires medical attention shall be entitled to an electrocardiogram, carbon monoxide testing, booster or tetanus shots, and other necessary medical treatment if the need is indicated by the attending physician.

19.4 The County shall pay the hospital, medical and surgical expenses incurred by any person covered by this Agreement arising out of a compensable line of duty illness or injury.

19.5 The County shall provide to the members of the bargaining unit all benefits set forth in the Service Connected Disability Program and administer those benefits consistent with the provisions of the program as enumerated in Section 2-56.21 through 2-56.27.1 of the Miami-Dade County Code.

19.6 The Miami-Dade County Employee Relations Department will maintain all medical records, with access only by Risk Management, the County Attorney's Office and the employee.

ARTICLE 20 BULLETIN BOARDS

20.1 The County shall establish in each station and bureau office a bulletin board for the posting of Union notices. Material will be subject to review, prior to posting, by the Department with the Union to be notified within twenty-four (24) hours of receipt of material. The bulletin board will be at least 36" x 48" in size.

ARTICLE 21 UNION ACTIVITY

21.1 Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union, while off duty, to present the views of the Union to the citizens on issues which affect the welfare of its members, as long as they are clearly presented as views of the Union and not necessarily of the County.

ARTICLE 22 UNION REPRESENTATIVES

22.1 The Union shall designate in writing to the Director of the Fire-Rescue Department Union members who shall serve as Union representatives and Grievance representatives. Said representatives may be allowed time off with pay for the following activities subject to prior approval of the Department. Approval shall not be withheld.

22.2 Six (6) members shall be designated as Union representatives for attendance at labor-management committee meetings and for renegotiation of this collective bargaining agreement. Three (3) representatives shall be allowed time off with pay for attendance at the Department Health and Safety Committee meetings.

22.3 The Union shall designate nine (9) employees (no more than three (3) per shift), including a grievance committee chairman, to act as grievance representatives. Grievance representatives may investigate and process grievances during working hours. One (1) grievance representative may be allowed time off with pay to attend each grievance hearing. Two (2) Union grievance representatives will be allowed time off with pay to attend arbitration hearings conducted pursuant to Article 5.

22.4 Two (2) members of the Union's Executive Board shall be given time off with pay to attend the Dade County Association of Firefighters meetings in Miami-Dade County, the South Florida AFL-CIO meetings in Miami-Dade County, the South Florida Council of Firefighters meeting in Miami-Dade County, and any regularly scheduled Miami-Dade County Commission meeting.

22.5 Twelve (12) members of the Union shall be allowed time off with pay to attend the bi-annual convention of the International Association of Firefighters, AFL-CIO, C.L.C. (Not to exceed forty-eight (48) hours per employee.)

22.6 Twenty (20) members of the Union shall be allowed time off with pay to attend the Annual Professional Firefighters of Florida Convention and the Florida AFL/ CIO Annual convention (not to exceed twenty-four (24) hours per employee).

22.7 The President of the Union shall be released from duty with pay to administer this Agreement.

22.8 In addition to the sections above, association representatives may receive up to 400 hours of administrative leave per month to be used at the mutual agreement of the Association President and the Department Director for the benefit of the County and Fire-Rescue Department personnel.

ARTICLE 23 LABOR-MANAGEMENT COMMITTEE

23.1 There shall be a labor-management committee which shall consist of a total of twelve (12) members; six (6) members designated by the Union President of which no more than five shall be on duty personnel and six (6) members designated by the Fire Chief. The labor-management committee shall meet on a monthly basis, or less often by mutual consent, and such meetings shall be held during business hours. The purpose of these meetings will be to discuss problems and objectives of mutual concern, not involving grievances or the terms and conditions of this agreement.

23.2 The Fire Chief will also furnish a secretary to take minutes of the meetings and these minutes will be mailed to each member of the committee and alternates and all stations and offices not later than fifteen (15) days after the meetings.

23.3 At the end of every April and September, the Labor-Management Committee will publish a synopsis of the problems and objectives discussed at the Labor-Management meetings and the disposition of those problems and objectives.

23.4 The Union agrees to work cooperatively with the County to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a collaborative effort between the County and the Union, to effect meaningful performance based productivity gains, that are designed to enhance the effectiveness and efficiency of the Department. Examples of performance based compensation projects would be the review of the current employee performance evaluation system and a review of the National Fire Protection Association (NFPA) Standards - 1710.

The parties may mutually agree, at any time during the term of this Agreement, to reopen the agreement with respect to Performance Based Compensation projects, classification studies, or County Pay Plan redesign. The County agrees that it cannot unilaterally implement changes which would conflict with the terms of this Collective Bargaining Agreement.

23.5 The Union President may request a meeting with the Director of the Human Resources Department to discuss disciplinary action being administered as a result of an employee's suspension under Section 2-42 (22) of the Code of Miami-Dade County.

ARTICLE 24 SAFETY STANDARDS AND EQUIPMENT

24.1 All protective clothing, equipment, tools, appliances, and apparatus will meet or exceed N.F.P.A. safety standards, Federal standards, or other recognized safety standards such as

U.L., U.S.B. of Mines, etc., at the time the bid is let for purchase unless waived by a unanimous vote of the Safety Committee.

24.2 The Health and Safety Committee established by this Agreement may evaluate changes in specifications for bids in protective clothing, equipment, tools, appliances, and apparatus before and after implementation by the department and may issue reports to the Director and the County Manager concerning such changes. Once recommended changes are approved by the Director and County Manager's Office, budget implementation will be effective immediately.

24.3 The parties recognize and agree that the County has a continuing obligation to introduce into service new and improved technology, methods and means of carrying out the responsibilities of the Department, and that innovation and experimentation consistent with maximum safety is a part of this obligation.

24.4 The Fire-Rescue Department Health and Safety Committee will evaluate all helmets, gloves, breathing apparatus, and protective gear on a semi-annual basis and submit reports to the Fire Chief. Once recommended changes are approved by the Director and the County Manager's Office, budget implementation will be effective immediately.

24.5 All personal equipment required by the Fire-Rescue Department or State Law will be furnished by the Fire-Rescue Department. All personnel assigned to Fire and Rescue Vehicles will be furnished with foul weather rain gear.

24.6 All personnel who so request will be furnished with individual ear plugs or muffs.

24.7 Personal gear will be issued one time. It will be maintained in a serviceable condition. It will be replaced by the employee unless it has been destroyed or damaged in the line of duty in which case it will be replaced by the Department.

24.8 Rescue apparatus will comply with all applicable Federal and State standards.

24.9 The Health and Safety Committee appointed by the Fire Chief and made up of six members chosen by the Union and six members chosen by Management shall have the authority to investigate failures of, or complaints about, self contained breathing apparatus required to be worn by the Department.

24.10 Effective October 1, 2004 the County agree~~s~~d to provide Workers' Compensation coverage to Firefighting personnel on a portal-to-portal basis. This coverage will apply to any substantiated injury sustained while going to or coming from work at their regular duty location and while traveling the most direct route. The provisions of this section apply solely to Workers' Compensation benefits and do not represent any change in benefits provided under Section 2-56 of the Code of Miami-Dade County or to other disability benefits provided in this Agreement. This coverage shall be restricted to only those injuries sustained within the geographical boundaries of Miami-Dade County. The provisions of this section are not subject to review as grievances.

ARTICLE 25 NIGHT DIFFERENTIAL

25.1 Employees who are assigned to a work shift having the major portion of the hours scheduled after 6:00 p.m. will receive two pay steps above their normal rate. A work shift which is divided equally before and after 6:00 p.m. will entitle an assigned employee to one step above

the normal rate. Employees assigned to work schedules which encompass twenty-four hour shifts are ineligible for this pay differential. Employees assigned to a 40 hour work schedule who work in operations as part of a 24 hour shift will not be eligible for night shift differential. Night shift pay differential will not be included in the payment of accrued annual leave and compensatory time upon separation from the County service.

ARTICLE 26 MERGERS OF OTHER FIRE DEPARTMENTS

26.1 The County agrees that if a department is merged with the Miami-Dade Fire Rescue Department there will be no person now employed by the County displaced from his/her bidded position unless that person agrees to such a move.

This Article shall not restrict the rights of the Department to relocate units, realign battalions and districts, or to alter organizations and operating reporting relationships of merged employees.

26.2 Whenever a merger discussion is authorized by the Board of County Commissioners involving municipal fire services the Union shall be so informed and be given an opportunity to discuss the merger as it pertains to matters covered in this Agreement. Disputes arising under Paragraph 26.2 of this Article shall not be arbitrable.

26.3 Whenever an annexation or take over of fire rescue service is authorized by the Board of County Commissioners, the County agrees to negotiate, and or mandate the transfer of any displaced employees, utilizing volunteers first, and then by reverse seniority whose position would be affected by an annexation or service transfer.

ARTICLE 27 FIREFIGHTING PERSONNEL TOUR OF DUTY AND HOURS OF WORK

27.1 The three – (3) platoon, twenty-four (24) hour tour of duty shift schedule (twenty-four (24) hours on duty, forty-eight (48) hours off duty) now in effect shall continue.

27.2 The current beginning and ending hours (0700 to 0700) of the twenty-four (24) hour tour of duty shall not be changed without negotiations between the parties.

27.3 Except for Bureau assignments, the current forty-eight (48) hour work week for personnel on a twenty-four (24) hour tour of duty shall remain in effect.

27.4 Although the County retains the right to change the schedule of employees currently on a ten (10) hour per day, four (4) day per week schedule, the County currently has no intent to change that schedule. If a schedule of those employees is changed in the future, the change will be effective at the beginning of a bid period in order to allow those employees currently filling the bidded positions within that schedule an opportunity to bid out of the job.

27.5 All forty (40) hour personnel will be given an opportunity to work 4-10 hour days. If after one bid period, in the Department's judgment, this schedule is not satisfactory, the Division Head may change the work schedule to five 8 hour days. The Division Head shall, after three (3) months, evaluate the productivity and objectives of the bureau involved and counsel the Bureau Head as to the merits or ramifications of the 4-10 hour day shift.

27.6 The Department shall endeavor to set up a C.R. schedule for all relief personnel. Prior to the implementation of the schedule, relief personnel shall be given at least 96 hours notice prior to a C.R. day.

ARTICLE 28 GROUP HEALTH INSURANCE

28.1 The parties agree that the County has the unilateral right to design, implement and administer its own insurance program, including the determination of benefits, premiums and required employee contributions. Changes in the County's insurance program may be made at any time at the discretion of the employer. The parties agree that nothing in this Section will prohibit Local 1403 from unilaterally administering and designing its own insurance program.

28.2 The term employee in this section will be defined as active enrolled County employees which includes those employees on an approved leave of absence.

The County agrees to contribute to the Union's group insurance plan a per-employee contribution based on the Union's group insurance plan enrollment. The contribution rate, paid on a biweekly basis, will be determined by utilizing the budgeted point of service (POS) rate and the budgeted blended rate for the County's group health insurance plans, as determined by the Executive Insurance Committee in September of each year, and applying the budgeted POS rate to those enrolled in the comparable Union POS plan, and the budgeted blended rate to those enrolled in any other non-POS Union plan at that time. The budgeted blended rate is developed by taking the total projected expenditures, including any required contribution to reserves, less contributions for POS premiums and dependent premiums in the self-insured plan and the balance of the reserves in the group insurance trust fund, divided by the total number of eligible employees. Employees participating in the Union's group insurance plans and their premiums and expenses are excluded from this calculation.

Either party reserves the right to audit each other's health insurance plan concerning paid claims, eligibility, premiums, and enrollment information, at their own expense, on an annual basis.

It is agreed to and understood that the County's contribution to the Union's Group Health Insurance Plan shall be used exclusively for the purpose of funding the costs associated with the Union's Group Health Insurance Plan.

28.3 The County's contribution to employees in the Union's Dental Plan will be determined in the following manner. For those employees who select the Union Indemnity Dental Plan, the County's employee contribution will be the amount of the County's employee contribution to its Indemnity Standard Group Dental Insurance Plan. For those employees who select the Union Dental Maintenance Organization Plan, the County's employee contribution will be the amount of the County's highest employee contribution to its Dental Maintenance Organization Standard Group Dental Insurance Plan.

28.4 The County shall continue to contribute to the Union Group Life Insurance Program the same premium amount contributed for employees in the County Group Life Insurance Program.

28.5 The County will also continue to deduct amounts required in excess of the County's contribution to the Union's group health insurance plan from employee's paychecks and remit the same, along with the County contribution, to the Union Group Health Insurance Plan.

28.6 The County will provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED.

28.7 The County will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the HMO with the lowest employer contribution per employee.

28.8 The County will provide an annual $1,000 contribution to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance or the Flexible Benefits Plan.

28.9 All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

28.10 Effective upon ratification of this agreement, the County's contributions to the Flexible Benefits Plan as provided in sections 28.6, 28.7, and 28.8 above, shall be suspended.

28.11 The County will provide an annual contribution of $350,000 to the Dade County Association of Firefighters Local 1403 for the purpose of supplementing the funding of the Union's medical insurance program for retired members of the plan to be paid in January 2009, and January 2010, and January 2011.

28.12 The parties agree that all bargaining unit employees will be offered the opportunity to participate in the County's Flexible Benefits Program pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

28.13 Firefighting personnel who are approved for In-Line-Of-Duty Disability Retirement by the Florida Retirement System, or applicable municipal retirement system or who are permanently and totally disabled in the line-of-duty and approved by the County's Long Term Disability Panel

in accordance with provisions under Section 2.56 of the Miami-Dade County Code are eligible to continue to receive the County's contribution for group health insurance premiums as provided in Section 28.2 of this Article until the employee reaches age sixty-five (65). Additionally, the County will provide the eligible employee who is permanently and totally disabled in the line-of-duty with premium payment for the continuation of their existing dependent health coverage, in effect at the time of the incident which caused the disability, in a County approved group health plan until the employee reaches age sixty-five (65). The decision of the Disability Panel with regard to this benefit shall be final. The employee will direct this request, in writing, to the County's Risk Management Division, Benefits Manager. Benefit eligibility shall become effective after receipt of appropriate request by the Benefits Manager and shall not be applied retroactively. Benefit eligibility shall cease upon the employee reaching age sixty-five (65).

28.14 Firefighting personnel who retire and separate from the County service on or after the first pay period in July 2008 with 25 or more years of Special Risk Florida Retirement System (FRS) County service will be eligible to receive one hundred dollars ($100) per month as a retirees health insurance supplement for a period of ten (10) years or until they are eligible for Medicare whichever is less. Effective upon ratification of this agreement, Firefighting personnel who retire and separate from the County service upon ratification with 25 or more years of Special Risk Florida Retirement System (FRS) County service will be eligible to receive one hundred fifty dollars ($150) per month as a retirees health insurance supplement for a period of ten (10) years or until they are eligible for Medicare whichever is less. As a matter of interpretation, it is agreed to between the parties that time served by Firefighting personnel while participating in the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) will be credited toward attaining the 25 years of Special Risk County service.

28.15 Post Employment Health Plan (PEHP) - It is the intent of the parties, during the term of this Agreement, to permit the Union to establish a PEHP whereby employees who are retiring and separating from the County will have the applicable payout of their accrued sick leave placed in a PEHP account consistent with current Internal Revenue Service (IRS) Rules and Regulations. It is the understanding between the parties that the Union will be solely responsible for obtaining the PEHP provider and administrator for this service and for insuring compliance with all applicable state and federal laws and regulations. The County will only be responsible for payment of an employees applicable sick leave into the PEHP selected by the Union. Additionally, the Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders and judgments brought and issued against the County as a result of any action taken or not taken by the County or any other party under the provisions of this section of this agreement. Upon retirement and separation from the County all bargaining unit employees will have 100% of their applicable sick leave payout transferred to their PEHP accounts.

It is agreed to and understood between the parties as a matter of interpretation that the retirement and separation of an employee does not include the dismissal or death of an employee.

The parties may mutually agree to reopen this section to discuss changes in the PEHP benefits that may become available during the term of this Agreement.

ARTICLE 29 FIREFIGHTING PERSONNEL SHIFT EXCHANGE

29.1 Employees may exchange shifts with personnel of the same classification subject to the following conditions:

A. Requests may be denied if an exchange will interfere with the efficient operation of the Department.

B. Exchange of time shall be in increments of twenty-four (24) hours or less as required by the employees being relieved.

C. Exchange requests must be made forty-eight (48) hours in advance.

D. Exchange requests shall be subject to advance approval by the immediate supervisor.

E. Exchanges will be limited to twenty-six (26) shifts per year per employee and may not be for more than five (5) consecutive shifts. This provision may be extended upon the written authorization and approval from the Department's Fire Chief.

F. Any exchange for Union business shall not be covered by this Article.

29.2 The employee agreeing to work the shift exchange for the employee requesting the shift exchange shall be held accountable to report for duty or have an excused absence. Any associated out of class pay will be awarded to the employee agreeing to work. No exchange of time will result in added cost to the County.

ARTICLE 30 SAVINGS CLAUSE

30.1 All job benefits authorized by the County and heretofore enjoyed by the employees that are not specifically provided for or abridged by this Agreement shall continue under conditions upon which they had previously been granted.

30.2 Nothing in this Article shall prevent the County from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

30.3 This Agreement shall not deprive any employee of any of the protections granted by:

1. Federal Law
2. The Laws of Florida
3. Ordinances of Miami-Dade County excluding Budget Ordinances.
4. The Miami-Dade County Personnel Rules and Regulations.

ARTICLE 31 PERSONAL LIABILITY PROTECTION

31.1 No employee of the County shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event, or omission of action in the scope of his employment for function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Subject to the monetary limitations set forth in state law, the County shall pay any monetary judgment which is rendered in a civil action personally against an officer, employee, or agent of the County which arises as a result of any act, event, or omission of action within the scope of his/her employment or function.

ARTICLE 32 FIRE AND RESCUE OFF-DUTY SERVICES

32.1 **Definition**: For purposes of this Article "extra duty services" shall mean standby firewatch as detailed in the South Florida Fire Prevention Code Section 5.209 "Standby Firewatch," as adopted by Article 14-40 of the Miami-Dade County Code, for special events, planned events, exhibitions or gatherings requiring standby firewatch services (e.g. Events such as sporting events, the Dade County Youth Fair, etc.)

Exclusions:

Option 1

The owners (or official representatives) of private facilities may request bargaining unit employees for firewatch that is required as a result of a code violation such as the failure of an alarm and/or sprinkler system or from fire protection equipment failure as provided in NFPA 101, Chapters 9.6.1.7 and 9.7.6.1 as may be amended from time to time.

Option 2

The owners of private facilities (businesses, office buildings, condominiums, etc.) or their representatives may also request a private vendor who meets the requirements of NFPA 601 for firewatch that is required as a result of a code violation, such as the failure of an alarm and/or sprinkler system or from fire protection equipment failure as provided in NFPA 101 Chapters 9.6.1.7 and 9.7.6.1 as may be amended from time to time, unless clear life safety concerns exist, as determined by the Fire Marshal of Miami-Dade Fire Rescue, in which case the use of a private vendor will be prohibited.

In the event that the NFPA Standard is amended during the term of this Agreement, the parties will meet to discuss implementation of the amendment.

32.2 Bargaining unit employees will be offered the opportunity to work off duty fire and rescue services also to be known as Extra Duty Services. The Department will generate an Extra Duty Services Hiring "Interest List". Emergency Extra Duty Services will be hired through a call-in system accessible to all bargaining unit employees. The Department will adopt a policy, in concert with the Union, to facilitate both regular and emergency Extra Duty hiring. A record of all employees working extra duty (four (4) hours or more) will be sent to the Secretary of the Union by the fifteenth (15th) day of each month, for the previous month. Compensation for such services will be in accordance with rates set by the County Commission in accordance with County Administrative Order 7-33 – Rates for Special Off-Duty Fire Rescue Services.

32.3 Any function or enterprise asking for, or requiring, Fire Rescue Extra Duty Services for standby fire services as defined in Article 32.1 shall use off duty personnel from the Extra Duty Services list. In the event that the Department cannot fill all extra duty assignment requests requiring technical Life Safety Code knowledge, from within the bargaining unit, the Department may offer the positions to civilian Fire Safety Specialists.

32.4 Firefighters in a probationary status will not be eligible for any unsupervised Extra Duty (off-duty) assignments.

32.5 All extra duty assignments at Dolphin Stadium and Homestead Motor Speedway with an attendance of 40,000 or more patrons, shall be paid at $3.00 per hour above the normal rate of pay.

ARTICLE 33 VOTING

33.1 The County agrees to allow each employee time off with pay to vote who is a registered voter in Miami-Dade County and is scheduled to work from 7:00 a.m. to 7:00 p.m. on an election day, and who actually votes. Voting time will be scheduled in such a fashion as to not interfere with normal work production. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off.

ARTICLE 34 SERVICES TO THE UNION

34.1 The County shall furnish the Union a copy of all written rules and regulations pertaining to employer-employee relations, including but not limited to: County Manager's Administrative Orders, Miami-Dade County Personnel Rules, Departmental Rules and Regulations, Training Bulletins, Videos, and other available material regularly distributed to members of the bargaining unit.

34.2 Local 1403 will submit material to be placed with the checks within a reasonable time prior to the checks going out. Those attachments will be informative to the members and will not be a burden on Miami-Dade County or the Fire-Rescue Department. Requests following the above guidelines will be approved, however, management may ask Local 1403 for assistance in attaching those to the checks.

ARTICLE 35 USE OF PRIVATE VEHICLE

35.1 When it is necessary for an employee to use his/her private vehicle to enable him/her to perform assigned duties he/she shall be reimbursed in accordance with the County Manager's Administrative Order 6-3. This provision shall include situations where an employee is directed to travel to a different station after reporting to his/her assigned duty station.

ARTICLE 36 LONG-SERVICE PAY PREMIUMS

36.1 Service-In-Grade Pay :

Employees will receive additional pay step increments for continuous service in the same classification as described below:

A. Advancement to longevity Step 1 may be made after completion of five (5) consecutive years' service at the maximum rate of the salary range. Such advancement will be one pay step beyond the normal maximum rate.

B. Advancement to longevity Step 2 may be made after completion of five (5) consecutive years of service at longevity Step 1 of the salary range. Such advancement will be one pay step beyond longevity Step 1.

C. Longevity increases shall be administered in accordance with the merit concept. These increases shall be granted, deferred, or denied on the basis of the individual achieving annual "satisfactory" or better performance evaluation ratings in a majority of the evaluations conducted during the required length of service period and during the final year.

Effective upon ratification of this agreement, progression from any one pay step to the next pay step shall be suspended. Effective one year from ratification of this agreement, longevity increases shall be automatically restored prospectively only.

36.2 Longevity Bonus Award:

In accordance with Administrative Order 7-10, employees with fifteen (15) years of continuous uninterrupted County Service shall receive an annual lump sum longevity bonus payment in accordance with the following schedule:

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Employees who retire under disability provisions shall be eligible to receive their longevity bonus if they complete any portion of a calendar year in which they would normally be eligible.

Effective upon ratification, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, the payment of longevity bonuses shall be automatically restored prospectively only.

ARTICLE 37 DUES CHECK-OFF

37.1 Upon receipt of a lawfully executed written authorization form from an employee (the form now in use which is approved by the County), the County agrees to deduct the regular

union dues of such employee from his/her bi-weekly pay and remit such deductions to the duly elected Treasurer of the Union within ten (10) working days from the date of deduction. The Union will notify the County in writing thirty (30) days prior to any change in the regular Union dues structure.

37.2 Any employee may, at any time, on forms provided by the Union (approved by the County), revoke his/her Union dues and deduction and shall submit such revocation form to the County with a copy of such revocation form to the Union. The County shall only stop Union dues deductions on the first pay period in each calendar month.

37.3 The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, and judgments brought and issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 38 REPORTING INJURIES

38.1 The parties agree that in accordance with the applicable provisions of State Law, all injuries regardless of severity, are to be reported on the proper forms within the prescribed time limits. At the end of each fiscal quarter, or whenever available, a copy of the computer print-out and supporting reports will be sent to the members of the Health and Safety Committee and the Union Secretary for evaluation to see if corrective measures can be found to make the vocation of Firefighter safer in Miami-Dade County.

ARTICLE 39 SEVERABILITY

39.1 In the event that any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

ARTICLE 40 STRIKES AND LOCKOUTS

40.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the County for the duration of this Agreement. The Union supports the County fully in maintaining normal operations. Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott, or concerted failure or refusal to perform assigned work shall be subject to disciplinary action, up to and including discharge.

40.2 It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the County shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if it can show that neither the Union nor any of its officers instigated, authorized, condoned, sanctioned, or ratified such action, and further, that the Union and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 41 AMENDMENT

41.1 The parties hereto may interpret, alter, or amend this Agreement by mutual action in writing and no individual employee shall have cause to complain thereof, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees and the County whether such action be prospective or retroactive.

ARTICLE 42 DUTY VEHICLE AND RADIOS

42.1 The County Manager or his designee shall have the sole and exclusive right to determine the assignment of vehicles and to remove such assignment except as provided in Article 42.2. The Fire-Rescue Department Director shall have the authority to determine vehicle assignments external to the normal shift assignment. The assignment of vehicles shall not be considered an employee job benefit but an operational equipment decision.

42.2 Fire Inspectors and Investigators shall be furnished a vehicle on a twenty-four hour basis. Arson investigators shall be required to regularly respond to alarms both during a normal (day-time) shift assignment and after hours. Arson Investigators who bid into this assignment after the ratification of this Agreement, shall be required to reside within a 60 mile radius of the Fire Department Headquarters Building. Each position in the Operations Division and all fire safety and training personnel will be assigned and issued a hand-held radio.

42.3 Either party may require discussions concerning this article if other bargaining units receive vehicles as a job benefit.

ARTICLE 43 PERSONNEL FILE

43.1 An employee shall be given a copy of each entry made into the employee's personnel file. Such entry shall be signed by the employee as evidence of the entry. The employee shall be given the opportunity to respond to the entry and such response shall be made part of the file.

ARTICLE 44 WAGES

First Year 2008 – 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute five percent (5%) of base wages from the time of ratification toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article 28.9, under "Group Health Insurance". The deduction shall be in pre-tax dollars to the extent allowable by law.

Second Year 2009 - 2010

Employees in bargaining unit classifications shall not receive a wage adjustment for fiscal year 2009-2010.

Third Year 2010 - 2011

Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

ARTICLE 45 TERM OF AGREEMENT AND REOPENER

45.1 Upon ratification by the Union and approval by the Board of County Commissioners of Miami-Dade County, Florida, this Agreement shall be effective October 1, 2008, and shall continue in effect until September 30, 2011.

45.2 The parties may mutually agree, at any time during the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects, classification studies, or County Pay Plan redesign.

45.3 The County has the right to reopen this Agreement to discuss issues related to the implementation of the Enterprise Resource Planning (ERP) for a new County-wide Human Resource (HR) System. The purpose of this reopener is to be able to address changes in the business processes used to perform certain personnel and payroll transactions, in order to adapt to the functional requirements of the new HR system.

45.4 In the event that during the term of this Agreement (October 1, 2008 to September 30, 2011) the bargaining unit classification of Fire Rescue Dispatcher is officially designated by the Florida Retirement System (FRS) as eligible for "Special Risk" retirement under the FRS, the Union will have the right to request the reopening of negotiations with respect to Article 50.2 only.

45.5 Either party may require discussions concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2011, by requesting same, in writing, of the other party between January 1 and not later than April 15, 2011. If neither party submits such written notice during the indicated period, this Agreement shall be automatically renewed for the period October 1, 2011 through September 30, 2012.

ARTICLE 46 PAYCHECKS

46.1 Any employee on duty payday shall have the right to request and have their paycheck delivered on duty. Such request received by 8:30 A.M. shall be granted within the Battalion the employee is normally assigned to on the two immediate shifts following payday.

46.2 Upon notice of any mistakes caused by the employer in the amount less than $250.00 shall be corrected and paid no later than the pay day of the following pay period. Should the mistake exceed $250.00, it will be taken care of no later than the following business day. If the County makes a lump-sum overpayment to an employee, and the County notifies the employee of such overpayment within two (2) pay periods, then the employee must repay the entire net overpayment no later than the following pay day in the following pay period.

46.3 In the event an employee loses a check it will be replaced on that day or the next business day after the Fire-Rescue Department personnel officer receives a signed and notarized statement from employee of such loss.

46.4 When a check is lost or misplaced prior to the employee receiving the check, a replacement check will be issued based on the signed statement by each of the employees who processed the check.

ARTICLE 47 FIREFIGHTING PERSONNEL WORKING CONDITIONS

47.1 Every apparatus in service shall be provided an insulated water cooler of at least a five (5) gallon capacity by the County.

47.2 All bargaining unit employees shall be permitted to wear a baseball style cap, bearing the Local 1403 logo, during activities which are of a non-alarm nature. The caps will be provided by the employee. Rules will be promulgated in the rules and regulations of the Fire-Rescue Department as to color, where, and when baseball caps may be worn.

47.3 Certified drivers shall be issued driver name tags.

ARTICLE 48 COMMUNICATION

Members requiring information or assistance from offices and bureaus outside of their respective Divisions shall use the chain of command. If a satisfactory response is not forthcoming within seventy-two (72) hours, any member of the executive board of the Union may seek the information for the employee.

ARTICLE 49 TOXICOLOGY AND ALCOHOL TESTING

49.1 The County and the Association recognize that employee substance and alcohol abuse can have an adverse impact on Miami-Dade County Government, a Department's operation, the image of County employees and the general health, welfare, and safety of the employees, and the general public.

49.2 The Department shall continue to have the right to require Toxicology and Alcohol Testing as part of any physical examination provided in accordance with the provisions of Article 19 - Health Services.

49.3 The Department shall also 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 that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol

abuse, or is in violation of the Miami-Dade County Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances.

49.4 It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by the concerned Division Chief, or higher authority within the Department to ensure proper compliance with the terms of this Article.

49.5 The County, guided by the most recent research in toxicology, will select the appropriate test(s) to be used. If an employee tests positive, a second test must be administered in a timely manner to verify the results before administrative action is taken. All tests will be conducted in approved laboratories using recognized technologies.

49.6 All disputes arising out of the implementation of this article will be pursued under Article 4 of the agreement.

49.7 The results of such tests may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Code of Miami-Dade County, the Miami-Dade County Personnel Rules and Departmental Rules and Regulations. Employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including dismissal, in accordance with the applicable provisions of the County Code, the Miami-Dade County Personnel Rules and Departmental Rules and Regulations.

ARTICLE 50 DISPATCHERS' ADDENDUM

50.1 The standard work week for Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors will be forty (40) hours of work per week. All work authorized to be performed by

these non-job basis employees in excess of 40 hours of straight time work per week or in excess of the normal work day shall be considered overtime work provided that overtime hours work will not be included in determining the normal work week. Overtime Compensation will be paid for at the rate of one and one-half (1 ½) times the applicable rate of pay. Time in pay status with the exception of annual and sick leave will be termed as hours worked.

50.2 Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors will be eligible to receive a support specialty pay supplement of $80.00 biweekly.

50.3 Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors will be eligible to receive a night shift differential of two (2) pay steps for shifts that have the majority of work hours between 6:00 p.m. and 6:00 a.m.

50.4 Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors will receive two (2) fifteen minute breaks during each shift, in addition to one (1) 40 minute meal break. Effective the beginning of the first pay period in October, 2006, the current work break and meal break times will be increased from 70 minutes to a total of 90 minutes per work shift. The scheduling of work breaks and meal breaks will be at the discretion of the Department. Additionally, such employees will be provided escorts or a suitable alternative security to and from parking areas during hours of darkness.

50.5 Effective the beginning of the first pay period immediately following ratification of this Agreement, Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors who are officially designated by the unit supervisor to act in a rank higher than their permanent rank and actually performs said duties shall receive a one-step increase provided the tenure of service in the acting rank is a minimum of eight (8) consecutive work hours. In the case of an employee who is assigned to a work schedule of four (4) days per week for ten (10) hours per day they must perform the duties in the higher rank for a minimum of ten (10) consecutive work hours.

50.6 Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors may accrue holiday leave up to a maximum of 160 hours.

50.7 Fire Rescue Dispatchers designated by the Department to train other employees will receive a one (1) pay step salary supplement for each complete work shift in which active training is performed.

50.8 Employees in the classifications of Fire Rescue Dispatcher and Fire Rescue Dispatch Supervisor shall be required to serve a one (1) year, twenty-six (26) pay period probationary period.

50.9 The current exchange time policy for Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors, which is in accordance with February 12, 1992 Letter of Understanding, will remain in effect.

50.10 The current bid procedure for the selection and posting of work schedules for the Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors will remain in effect. During the term of this Agreement a labor management committee will be formed to explore and review alternative work scheduling processes. The parties agree to review and discuss the issue of approved leave days designated for employees to utilize their own accrued leave.

50.11 Effective October 9, 2006, employees in the classifications of Fire Rescue Dispatcher and Fire Rescue Dispatcher Supervisor who achieve and maintain all of the following specific competency milestones will be eligible to receive a 5% competency pay supplement, upon authorization by the Department and review by the Employee Relations Department. Employees will become prospectively eligible for this supplement effective the beginning of the first pay period immediately following the receipt of all of the following required competency milestones.

- Achieve an overall rating of satisfactory or higher during the annual performance evaluation rating period.
- Achieve and maintain proficiency in CPR and Emergency Medical Dispatch (EMD)
- Demonstrate and maintain proficiency in the current or any future CAD system.
- Demonstrate and maintain proficiency in the current or any future Radio System, to include interoperability patches with other entities.

APPENDIX A

Fire Prevention Division

Assignment Pay:

- Employees who are assigned full-time to the Fire Prevention Division shall be paid at a rate one step above their regular rate of pay, except employees at the maximum step of the salary range who shall receive 5% above regular rate.

The following provisions shall be effective the beginning of the first pay period in October 2004.

The following shall be the minimum requirements for employees in the Fire Prevention Division. The term "Fire Prevention Inspector" shall be used as designation for all Fire Prevention employees working in Fire Inspections and Fire Engineering. The term "Fire Prevention Investigator" shall be used as designation for all Fire Prevention employees working in the Fire Investigations Bureau.

- Minimum requirement to bid Fire Prevention Inspector position is State of Florida Fire Inspector Certification.
- Minimum requirement to bid Fire Engineering Inspector/Plan Reviewer is Fire Prevention Inspector III.
- Assignment Pay Supplements for Fire Prevention Inspector and Fire Prevention Investigator are not transferable from Bureau to Bureau.

Employees who are State of Florida Fire Inspector Certified and are currently assigned full-time to the Fire Prevention Division will receive 3% above their regular rate of pay.

Fire Prevention Inspector I requirements:

- Current State of Florida Fire Safety Inspector I Certification and two (2) years work experience as a Firefighter. In addition to these requirements, employees must perform 60 inspections for each type of occupancy and pass the following types of occupancy inspection evaluations, administered by the Division Training Officer.

    - Three story or less Apartment building
    - Business occupancy
    - Fire Alarm Systems
    - Mercantile occupancy
    - Fire sprinkler and hood suppression systems
    - Storage occupancy
    - Must be proficient with the Divisions computer software programs.

Assignment Pay:

- Employees assigned full-time to the Fire Prevention Division who have attained and maintain Fire Prevention Inspector I Certification shall receive *an additional* 1% above their regular rate of pay.

Fire Prevention Inspector II requirements:

- Fire Prevention Inspector I
- Employees must perform 30 inspections for each type of occupancy and pass the following types of occupancy inspection evaluations, administered by the Division Training Officer:

    - Assembly occupancy
    - Industrial occupancy
    - Apartment building occupancy (> 3 Stories)
    - Multi-story Storage occupancy
    - High-Rise buildings (as secondary inspector)
    - Combination of the following occupancies:
        - Day care center
        - Family day care
        - Group home
        - Adult family care home
        - Residential child care
        - Group day care
        - Assisted living facility

- Inspector will be required to verbalize understanding of and explain the self-service fueling station guide-sheet to the Division Training Officer.

Assignment Pay:

- Employees assigned full time to the Fire Prevention Division who have attained and maintain Fire Inspector II Certification shall receive *an additional* 2% *(for an accumulative total of 3%)* above their regular rate of pay.

Fire Prevention Inspector III requirements:

- Fire Prevention Inspector II
- Employees must perform 10 inspections for each occupancy and pass the following types of occupancy inspection evaluations, administered by the Division Training Officer:
    - Special occupancies
    - Educational occupancies
    - Fire Pumps
    - Generators
    - Employees must perform 5 inspections in high-rise buildings as a lead inspector in training, and pass an occupancy inspection evaluation on high-rise buildings, administered by the Division Training Officer.

Assignment Pay:

- Employees assigned full time to the Fire Prevention Division who have attained and maintain Fire Inspector III Certification shall receive *an additional* 2% *(for an accumulative total of 5%)* above their regular rate of pay.

Assignment Pay Supplements:

- Employees assigned full time to the Fire Prevention Division who have attained and maintain Fire Prevention Inspector I Certification and State of Florida Certified Fire Inspector II Certification will receive an additional pay *supplement* of 2% above their regular rate of pay.

- Employees assigned full time to the Fire Prevention Division who have attained and maintain Fire Prevention Inspector I Certification and NFPA Plan Examiner I Certification will receive an additional pay *supplement* of 2% above their regular rate of pay.

In the event that an insufficient number of Firefighter bargaining unit employees bid into assignments in the Fire Prevention Division, as determined by the Department, thereby resulting in vacant positions in this Division, the Fire Department Director shall have the option and authority to temporarily fill these vacant bargaining unit positions with other certified bargaining unit employees (right of first refusal) or with certified employees in non-Firefighter bargaining unit classifications until the following bid period.

Fire Investigation Bureau

The following provisions shall be effective the beginning of the first pay period in October 2004:

Fire Prevention Investigator I requirements:

- Fire Lieutenant and current State of Florida Certified Fire Inspector.
- Successfully conducted over 150 fire origin and cause investigations.

Assignment Pay

- Employees assigned full time to the Fire Investigation Bureau who have attained and maintain Fire Investigator I Certification shall receive 1% above their regular rate of pay.

Fire Prevention Investigator II *requirements*:

- Fire Prevention Investigator I
- Successfully attained and maintain the National Association of Fire Investigator's qualification as a Certified Fire Explosion Investigator.
- Successfully conducted over 300 fire origin and cause investigations. (This includes 150 fire origin and cause investigations as a Fire Prevention Investigator I).

Assignment Pay

- Employees assigned full time to the Fire Investigation Bureau who have attained and maintain Fire Investigator II Certification shall receive *an additional* 2% *(for an accumulative total of 3%)* above their regular rate of pay.

Fire Prevention Investigator III *requirements:*

- Fire Prevention Investigator II
- Successfully conducted over 500 fire origin and cause investigations. (This includes 300 fire origin and cause investigations as a Fire Prevention Investigator II).

Assignment Pay

- Employees assigned full time to the Fire Investigation Bureau who have attained and maintain Fire Investigator III Certification shall receive *an*

additional 3% *(for an accumulative total of 6%)* above their regular rate of pay.

Fire Prevention Investigator IV *requirements:*

- Fire Prevention Investigator III
- Successfully attained and maintain the International Association of Arson Investigator's qualification as a Certified Fire Investigator.
- Successfully conducted over 700 fire origin and cause investigations. (This includes 500 fire origin and cause investigations as a Fire Prevention Investigator III).

Assignment Pay

- Employees assigned full time to the Fire Investigation Bureau who have attained and maintain Fire Investigator IV Certification shall receive *an additional* 3% *(for an accumulative total of 9%)* above their regular rate of pay.

INSPECTIONS BUREAU OIC AND FIRE ENGINEERING BUREAU OIC

The following are minimum requirements for Officers within the Miami Dade Fire Rescue Department, to bid an available Bureau OIC position within the Fire Prevention Division.

Minimum qualifications required to bid vacancy:

- State of Florida Fire Safety Inspector I Certification

And

Bachelors Degree in one of the following disciplines:

- Bachelors in Architecture, Civil Engineering or Fire Protection Engineering

Or

- Required to have the following experience:

➢ Must be proficient with the Division's computer software programs.

Personnel must have performed **60** inspections for each type of occupancy and pass the following types of occupancy inspection evaluations, administered by the Division Training Officer:

- 3 Story or Less Apartment building occupancy
- Business occupancy
- Mercantile occupancy
- Fire Alarm Systems
- Fire sprinkler and hood suppression systems
- Storage occupancy

Personnel must have performed **30** inspections for each type of occupancy and pass the following types of occupancy inspection evaluations, administered by the Division Training Officer:

- Assembly occupancy
- Industrial occupancy
- Apartment building occupancy (> 3 stories)
- Multi-unit Storage occupancy
- High-Rise buildings (as secondary inspector)

- Combination of the following occupancies:
  - Day Care Center
  - Family Day Care
  - Group Homes
  - Adult Family Care Home
  - Residential Child Care
  - Group Day Care
  - Assisted Living Facility

- Employees must have performed **10** inspections for each occupancy and pass the following types of occupancy inspection evaluations, administered by the Division Training Officer:
  - Special occupancies
  - Educational occupancies
  - Fire pumps
  - Generators

- Employees must perform **5** inspections in high-rise buildings as a lead inspector in training, and pass an occupancy inspection evaluation on high-rise buildings, administered by the Division Training Officer.

- Inspector will be required to verbalize understanding of and explain the self-service fueling station guide-sheet to the Division Training Officer.

Recipient of bid is required to obtain the following Certifications:

- NFPA Plans Examiner I certification with-in one (1) year of receiving bid position

And

- State of Florida Fire Safety Inspector II certification with-in two (2) years of receiving bid position.

Bidder must attach a resume of work experience and a copy of their current certification(s) as well as contact the Fire Prevention Division office for verification of their work history.

Note: If no "Qualified" bidder responds to the position vacancy announcement, the position will remain open.

Assignment Pay

- Officers assigned full-time duties as a Bureau OIC in the Fire Prevention Division shall be paid at a rate one step above their regular rate of pay, except employees at the maximum step of the salary range, who shall receive 5% above their regular rate.

APPENDIX B

Memorandum of Understanding
Between Miami-Dade County
And IAFF Local 1403
Regarding Promotional Pay Step Calculation

Miami-Dade County and International Association of Fire Fighters Local 1403 have agreed to document, via this Memorandum of Understanding, the acknowledged practice for placement of fire fighting personnel in pay steps upon promotion in the Firefighter series.

Section 1. Firefighter, Fire Lieutenant, or Fire Captain who has the pay exception for Paramedic Protocol (80), Driver Operator (02), TRT/Marine (ZB), Hazardous Materials 0L), or Air Truck (0K) at the time of promotion to Fire Lieutenant, Fire Captain, or Chief Fire Officer will be placed in the appropriate promotional pay step as noted in the Section 1 Table below.

Section 1 Table

FIREFIGHTER to FIRE LIEUTENANT	
Firefighter Base Pay Step	**Fire Lieutenant Base Pay Step**
9	5 *
10	7
11	7
12	8
FIRE LIEUTENANT to FIRE CAPTAIN	
Fire Lieutenant Base Pay Step	**Fire Captain Base Pay Step**
7	6
8	7
9	8
FIRE CAPTAIN to CHIEF FIRE OFFICER	
Fire Captain Base Pay Step	**Chief Fire Officer Base Pay Step**
7	6
8	7
9	8

* Promotional entry level pay step for Fire Lieutenant

Section 2. Firefighter, Fire Lieutenant, or Fire Captain who does not have the pay exception for Paramedic Protocol (80), Driver Operator (02), TRT/Marine (ZB), Hazardous Materials (0L), or Air Truck (0K) at the time of promotion to Fire Lieutenant, Fire Captain, or Chief Fire Officer will be placed in the appropriate promotional pay step as noted in the Section 2 Table below.

Section 2 Table

FIREFIGHTER to FIRE LIEUTENANT	
Firefighter Base Pay Step	**Fire Lieutenant Base Pay Step**
9	5 *
10	6
11	7
12	7
FIRE LIEUTENANT to FIRE CAPTAIN	
Fire Lieutenant Base Pay Step	**Fire Captain Base Pay Step**
7	5 *
8	6
9	7
FIRE CAPTAIN to CHIEF FIRE OFFICER	
Fire Captain Base Pay Step	**Chief Fire Officer Base Pay Step**

7	5 *
8	6
9	7

* Promotional entry level pay step for Fire Lieutenant, Fire Captain, and Chief Fire Officer

APPENDIX C

Memorandum of Understanding
Between Miami-Dade County
And IAFF Local 1403
Layoff and Demotion procedures

Miami-Dade County and International Association of Fire Fighters Local 1403 have agreed to document, via this Memorandum of Understanding, the acknowledged practice for layoff and demotion in the fire fighter classifications for non-disciplinary reasons.

Section 1. Layoff Procedures– If for non-disciplinary reaons, a layoff of any of the bargaining unit classifications described in article 2 is necessary, the County will lay personnel off in reverse seniority order (i.e. Seniority number 100 will be laid off prior to seniority number 99 who will be laid off prior to seniority number 98, etc.). For the purposes of this section of the agreement, Seniority shall mean department seniority.

Section 2. Demotion Procedures – If for non-disciplinary reaons, a demotion from ~~on~~ any of the bargaining unit classifications described in article 2 to a lower classification ~~is~~ becomes necessary, the County will demote personnel in reverse seniority order by rank (classification) (i.e. Seniority number 100 will be demoted off prior to seniority number 99 who will be demoted prior to seniority number 98, etc.). For the purposes of this section of the agreement, Seniority shall mean seniority in grade.

Section 3. Recall of Laid off Personnel – In the event positions are restored or a vacancy occurs during a layoff of any of the bargaining unit classifications described in article 2, the County will recall personnel in seniority order (i.e. Seniority number 98 will be recalled prior to seniority number 99 who will be recalled prior to seniority number 100, etc.). For the purposes of this section of the agreement, Seniority shall mean department seniority. There will be no new hiring until all personnel laid off have been rehired, or have been offered to

be rehired and have refused the position. Employees laid off during their probationary year will be rehired and continue their promotional period as if they were never laid off.

Section 4. Promotion of Demoted Personnel – In the event positions are restored or a vacancy occurs after the demotion of any of the bargaining unit classifications described in article 2, the County will re-promote personnel in seniority order (i.e. Seniority number 98 will be promoted prior to seniority number 99 who will be promoted prior to seniority number 100, etc.). For the purposes of this section of the agreement, Seniority shall mean the seniority in grade that the employee had prior to being demoted from that rank or classification. There will be no promotions in any classification until all personnel demoted have been restored to their original classification, or have been offered to be promoted to their original classification and have refused the promotion. Employees demoted during their probationary year will be promoted and shall continue their probationary period as if they were never demoted.

This Agreement signed this _____day of _____2010.

Dade County Association of Fire Fighters, Local 1403	Miami-Dade County
_____ President	_____ County Manager
_____ Witness	_____ Director, Miami-Dade Fire Rescue Department
_____ Witness	_____ Director, Human Resources Department
_____ Witness	_____ Director, Employee and Labor Relations Human Resources Department
_____ Witness	_____ Witness
_____ Witness	_____ Witness
_____ Witness	_____ Witness
_____ Witness	_____ Witness
_____ Witness	_____ Witness

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Memorandum of Understanding
Between Miami-Dade Fire Rescue and IAFF Local 1403
Regarding a Pilot Program with two person Transport Units

Miami Dade County and the International Association of Fire Fighters Local 1403 have reached the following understanding continuing two-person BLS transport units in order to increase operational efficiency and to increase revenue to the fire tax district:

1. The Local and the Department agree to utilize personnel to continue two person transport units (squads) staffed by one paramedic fire fighter and one EMT fire fighter to respond to emergency scenes to assist suppression and/or rescues units in order to transport patients to an emergency room in accordance with state law. These units will not respond as dispatched primary response units to 911 calls but will be expected to provide full assistance once they arrive at the scene. Personnel staffing the transport units (squads) will function under the terms of the existing CBA with no special or additional supplements. The two-person transport unit will transport BLS and will only transport ALS if an additional paramedic Officer is assigned to the truck (total staffing of three). The transport units (squads) shall only transport patients, BLS and ALS if applicable, to the nearest appropriate facility equipped to treat the patient being transported.

2. Transport units (squads) that have been upgraded for the purpose of providing ALS service, other than an upgraded transport, shall be designated a full time ALS Rescue unit for the remainder of the shift. This unit will respond as a dispatched primary response unit to 911 calls and expected to perform as a front line ALS unit. All transport units (squads) that have been upgraded to a full time ALS rescue unit shall be equipped and staffed identical to other like units.

3. The department will determine the number of units that will be staffed at all times. The department will maintain fourteen transport units with a minimum of seven transport units in service. Should the number of transport units drop below seven, overtime will be hired to staff these units. No first line units or personnel bid to front line units will be taken out of service in order to staff a transport unit. Front line units riding short per Article 13.3 of the CBA shall not be placed out of service to staff a transport unit (squad).

4. Preference to staff transport units (squads) will go to any fire fighter who requests to work in these transport units (squads). The department will make every effort to seek volunteers. Should no volunteers be available, staffing will normally be a combination of probationary fire fighters and non-bid,

unassigned personnel. The parties agree that due to the newness of the program, the emphasis for correcting mistakes by personnel will not be to discipline employees assigned to transport units (squads). It is further agreed that probationary employees will not be assigned to a squad for more than two months during their probationary year.

5. The Department will train personnel on transport protocols, use of radios, hospital interface procedures, and any other issues relevant to this program before they are assigned to a transport unit (squad). The Department will include all personnel assigned to transport units in Battalion drills.

6. The work schedule for the transport units (squads) will normally be on the 24-hour tour of duty shift schedule. However, other schedules may be implemented to provide peak hour coverage by agreement of the parties.

7. This Memorandum of Understanding will continue until a 2011-2014 successor agreement is ratified by Miami Dade County and the membership of Local 1403. Both parties can mutually agree to continue this program into the next contract term. Notwithstanding the requirements of section 3 above, Management retains the right to discontinue the program at any time without bargaining, but will give at least 90 days notice before terminating the program.

8. The parties will meet and confer to review the effectiveness of this new program on a quarterly basis.

9. This agreement is part of a new program, which will be evaluated for effectiveness at a later date. The parties agree that this pilot program sets no precedence for future agreements or programs and will not create a past practice under Article 30 of the CBA.

Agreed to and settled this _____ day of February, 2010

_____	_____
Herminio Lorenzo Director Miami Dade Fire Rescue	Dominick Barbera, President IAFF Local 1403
_____	_____
MDFR	Local 1403

Memorandum of Understanding
Between Miami-Dade Fire Rescue and IAFF Local 1403
Regarding Group Health Insurance

Miami Dade County and the International Association of Fire Fighters Local 1403 have reached the following understanding to determine the interpretation of Articles 28 and 44 as it relates to Group Health Insurance:

Definitions:
The *"Union Group Health Insurance Plan"* for the purposes of this agreement refers to the Union's Section 501 (c) (9) trust currently administered by the Dade County Fire Fighter Insurance Trust. In order to qualify as a "Union Group Health Insurance Plan", the plan must have been in existence for at least twenty years.

The *"per-employee contribution"* in Article 28.2, shall not include the 5% of base pay withheld from employees as noted in Article 44 of the CBA.

Agreement:

1. In settlement of an outstanding claim, the Union, through the Union's Group Health Insurance Plan, agrees to make payment to the County in the amount of $4.5 million dollars ($4,500,000.00) to be paid in three equal installments of $1.5 million dollars ($1,500,000.00) in December 2011, December 2012, and December 2013. These payments shall hereby resolve and settle any and all outstanding claims and issues relating to or concerning the County's reconciled cost per employee through ratification of the agreement. The practice of reconciliation of health care costs shall be terminated.

2. The County shall additionally remit to the Union's Group Health Insurance Plan, on a bi-weekly basis, an amount equivalent to the amount deducted from each member of the "Union Group Health Insurance Plan's" pay (5% base pay). For the purposes of this agreement, the 5% base pay in Article 44 is defined as the biweekly rate of the employee under the pay plan of Miami-Dade County for bargaining unit C, excluding salary supplements.

3. The parties agree that the new 28.2 language will be effective upon ratification. For the 2010 "per-employee POS contribution", the amount is $431.31 bi-weekly. For the 2010 "per-employee blended contribution, the amount is $292.30 bi-weekly. After the ratification of this agreement, the County "per-employee contribution" shall not be less than the 2010 amounts.

4. Should the "Union Group Health Insurance Plan" ever be terminated in the future, the County agrees to discuss enrolling all members of the "Union

Group Health Insurance Plan" into its Group Health Insurance Plan under the benefits afforded to other County Employees.

5. The County agrees not to pursue taking any retroactive monies from September 2009 until ratification in conjunction with Article 44.

6. This Memorandum of Understanding shall remain in effect until the parties negotiate a successor agreement.

Agreed to and settled this _____ day of February, 2010

_____	_____
George Burgess, Manager Miami Dade County	Dominick Barbera, President IAFF Local 1403
_____	_____
MDFR	Local 1403