COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY,

THE MIAMI-DADE FIRE-RESCUE DEPARTMENT,

AND THE

METRO DADE FIREFIGHTERS IAFF LOCAL 1403

OCTOBER 1, 2014 - SEPTEMBER 30, 2017

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ARTICLE 1 PREFACE

1.1 This Agreement is made and entered into this first day of October, 2014, by and between Miami-Dade County, Florida, herein after referred to as the County and Metro Dade Firefighters 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 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 (PERC).

2.2 ENTRANCE PAY RATES (Firefighter) – For all employees hired into the County Service on or after April 1, 1992, the entrance pay rate for the bargaining unit classification of Firefighter shall be:

a. A firefighter Trainee will be paid at a rate of 4.5% less than pay step 1 while in the training academy. Upon satisfactory completion of the training academy, the employee will be placed at step 3 of the Firefighter pay range with a new anniversary date.

b. A firefighter trainee who possesses a valid State of Florida Certification as a firefighter prior to being hired will be placed at step 1 of the firefighter pay range and upon satisfactory completion of the training academy will be placed at step 3 of the firefighter pay range with a new anniversary date.

c. A firefighter trainee who possesses a valid State of Florida Certification as a firefighter and Florida Emergency Medical technician prior to being hired, will be placed at step 1 of the firefighter pay range and upon satisfactory completion of the training academy will be placed at step 4 of the firefighter pay range with a new anniversary date.

d. A firefighter trainee who possesses a valid State of Florida Certification as a firefighter and Florida Paramedic prior to being hired will be placed at step 1 of the firefighter pay range and upon

satisfactory completion of the training academy will be placed at step 5 of the firefighter pay range with a new anniversary date.

e. In the event a County firefighter obtains a valid Florida certification as an Emergency Medical Technician or Paramedic, subsequent to their satisfactory completion of the Miami Dade County Fire Fighter Training Academy, they will be placed at the appropriate pay step they would have been receiving had they possessed the certification upon graduating from the training academy. Such employees would receive a new anniversary date and would not be eligible for any retroactive pay or compensation.

f. After graduation from the training academy, progression 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.

2.3 ENTRANCE PAY RATES (Fire Rescue Dispatcher) - For all employees hired into the County Service on or after April 1, 1992, the entrance pay rate for the bargaining unit classifications of 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.

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

2.5 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.

2.6 Personnel who have achieved permanent status as a Firefighter, or Fire Rescue Dispatcher who are probationary 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.

2.7 The employee's rate of pay will be calculated in the following order: Base pay, plus supplements (steps, and percentages) and then plus flat rates.

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 Mayor,
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 Article 51 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 ten (10) 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 ten (10) 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 ten (10) days from the time the response was due in Step 1. The Division Chief shall meet with the employee(s) within ten (10) 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 ten (10) 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 ten (10) days of receipt of the response in Step 2. The Department Director, or his/her designee, shall meet with the employee within ten (10) 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 ten (10) 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 Union may, on behalf of a permanent status bargaining unit employee, 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 Human Resources Department, in writing no later than thirty (30) calendar days from the employee's receipt of the disciplinary action of its decision.

ARTICLE 5 ARBITRATION

5.1 If a grievance as defined in Article 4 has not been satisfactorily resolved through the grievance procedure, the Union may request arbitration by writing to the County's Director of Labor Relations and Compensation no later than thirty (30) calendar days after the Department Director's response is due in Step 3 of the grievance procedure. The County's Director of Labor Relations and Compensation shall set up machinery to implement arbitration within seven (7) calendar days after receiving such request to arbitrate. Upon ratification of this agreement the parties to this Agreement will attempt to mutually agree upon a permanent panel of eight (8) independent arbitrators. The panel of arbitrators shall be established from a panel of at least thirty (30) arbitrators as forwarded by the American Arbitration Association. The panel of eight (8) arbitrators shall be placed in random order. An arbitrator, after selection, shall be placed in the eighth (8th) position on the list and the arbitrator originally listed second will become the next arbitrator assigned.

5.2 The arbitration shall be conducted under the rules of the American Arbitration Association 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(s) 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, each party shall present a written statement of the grievance and issues to be decided to the arbitrator. 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 thirty (30) days of the hearing. Such award shall be final and binding on both parties. The arbitrator shall furnish copies of the award to both parties.

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 Upon ratification, by the Union and the Board of County Commissioners, 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 17.5% 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 Upon ratification, by the Union and the Board of County Commissioners, firefighting personnel who are State Certified Paramedics and have passed Department Paramedic Protocol Certification shall be paid at a rate of 22.5% 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 during any departmentally authorized training assignment. Upon ratification of this agreement, personnel who must possess and maintain a State Certified Instructor certification as a condition of their bid will be entitled to the 2.5% instructor incentive.

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 Airport certified, formerly known as ARFF, 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.

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 the current Fire Lieutenants assigned to this Division who are State Certified Fire Service Instructors shall receive an additional 2.5% pay supplement above their regular rate of pay.

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 and are assigned to Operations, Flight Medic Relief positions, the Technical Rescue Bureau, and the Marine Services Bureau 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. The County Mayor 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. Those employees who were bid into administrative, non-operations positions as of April 2004 and receiving this supplement will continue to receive the one (1) pay step supplement as long as they remain in the administrative position they were bid into as of April 2004. Upon leaving their administrative, non-operations positions such employees shall not be eligible for the 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 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 Mayor 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 Mayor 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.

6.22 Chief Fire Officers who are assigned full time duties in the Communications Division 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 in lieu of Leadworker pay.

6.23 Upon ratification, by the Union and the Board of County Commissioners, firefighting personnel working on a three (3) person Rescue Transport Unit shall receive a 2% increase for all hours worked on a Rescue Transport Unit and an increase of 2.5% one (1) year from the date of ratification for a total of 4.5% for all hours worked on a Rescue Transport Unit.

ARTICLE 7 OVERTIME

7.1 All classified employees of the Miami-Dade Fire Rescue Department set forth in Article 2, 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 the 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 and hired by the current OT hiring practices. Any changes to the current OT hiring practices must be mutually agreed upon between the Department and the Local. Overtime for rescue units, air units, Haz Mat, Marine Fire Units, Technical Rescue Trucks (TRT), Training, ARFF Personnel, 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.

7.4 Overtime will always be hired by rank except when sufficient on-duty personnel are available including personnel working out of class as defined in Article 13, Section 13.5 and 13.6.

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, notwithstanding 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 Operations battalion CFO assigned to a 24 hour shift (tour of duty). Additionally, such Operations CFO's shall be eligible for up to a maximum of one-half (1/2) hour of overtime compensation from per operational shift change working as a Battalion Chief when they report to an Operations duty station.

7.10 Captains working in Operations shall be eligible for up to a maximum of fifteen (15) minutes of overtime compensation before and fifteen (15) minutes of overtime compensation after each operational shift when they report to an Operations duty station.

7.11 Personnel hired for overtime will not be paid for travel time from a regular duty assignment to their duty station. However, bargaining unit members shall be entitled to all disability benefits provided in this agreement and under Section 2.56 of the Code of Miami-Dade County while traveling from one duty station to another duty station.

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.

8.2 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.

8.3 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.

8.4 Work in a higher classification; or as a driver-operator; or on a Technical Rescue unit, Marine Firefighting unit, Hazardous Materials unit, Airport unit, Air Rescue unit, Air Truck unit, or rescue assignment for six (6) consecutive hours or more per shift shall be compensated as provided above for all hours worked in that classification or assignment. 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. Upon request, employees shall be paid for each holiday as it occurs, or select one of the following three Options to be paid for unpaid Holiday Leave. Employees are required to submit their request on the department approved form when requesting any of the three options.

Option 1 allows the employee to be paid for all unpaid Holiday Leave earned during the current fiscal year on the first pay period of the following fiscal year (October). Any Holiday Leave used or paid during that current fiscal year will be subtracted from the total amount of hours earned for the year. An employee requesting Option 1 must submit the request in writing by July 1 of the current fiscal year.

Option 2 allows employees one opportunity per fiscal year, to be paid for all or any part of their accrued Holiday Leave excluding 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 requests by employees exceeds $300,000.00, each employee shall receive payment in pro-rata, equal shares or if the employee is requesting less than the pro-rata share.

Option 3 allows employees with twenty or more years of service, on a one-time basis only, to receive up to 500 hours of accrued Holiday Leave, paid upon request over 26 pay periods of the following fiscal year. An employee requesting Option 3 must submit the request in writing by July 1 of the current 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) week 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

Operations Vacation Selection Preference Rosters

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

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

CAPTAINS AND CHIEF FIRE OFFICERS

A	B	C
FIRE LIEUTENANT	FIRE LIEUTENANT	FIRE LIEUTENANT
FIREFIGHTER	FIREFIGHTER	FIREFIGHTER

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 Bereavement Leave:

Sixty (60) hours for 24 hour shift personnel or 40 hours for 40 hour personnel of bereavement leave with pay shall be granted in the event of a death in the immediate family to include mother-in-law, father-in-law and other family members in accordance with the Leave Manual. Should an employee require additional time other than provided herein, he/she may request that bereavement 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 bereavement 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 forty-two (42) requests for leave (designated Battalion leave days) per day for 24-hour shift 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. 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.

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

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

3) 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 proportionately affected by a change in the work week.

10.9 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 to Annual leave.

Example 2: Firefighting 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).

10.10 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.

10.12 Paid Parental Leave - Paid Parental Leave shall be authorized in accordance with Miami-Dade Ordinance No. 16-20 to care for a newborn, newly-adopted child, or newly-placed foster child or children. Eligible employees will be provided up to six (6) weeks of paid leave at 100 percent of base wages for the first two (2) weeks, 75 percent of base wages for the following two (2) weeks, and 50 percent of base wages for the remaining two (2) weeks. This provision is subject to any modifications or revocations by the Board of County Commissioners to Ordinance 16-20, in accordance with Article X of Chapter 11A of the Code of Miami-Dade County.

ARTICLE 11 CERTIFICATION OF FIREFIGHTING PERSONNEL

11.1 All Driver Operators, Flight Medics, Protocol Paramedics, Air Truck Technicians, Hazardous Material Technicians, Technical Rescue Technicians, Marine Firefighters (MFF), Fire Boat personnel, Venom Response personnel, EMS Field Supervisors, and Aircraft Rescue and Firefighting (ARFF) personnel in bid positions shall be duly certified by the Miami-Dade Fire Rescue Department.

11.2 Certification may consist of skills, written and/or diagnostic test. Test will be announced via an All Station and Offices Memorandum thirty (30) days prior to the administration of the test. All applicants meeting minimum qualifications will be given the opportunity to certify. Results may be appealed to the appropriate Division Chief. Applications for certification must be in writing.

11.3 Upon successful completion of the Driver Operator, Hazardous Materials, Technical Rescue Technician (TRT), Airport, Marine Firefighter (MFF), Flight Medic, Air Truck, and Protocol Paramedic certification test personnel will not be required to recertify during the term of this Agreement. Test will be announced via an All Station and Offices Memorandum thirty (30) days prior to the administration of the test. All applicants meeting minimum qualifications will be given the opportunity to certify. 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 certification test will be administered by the EMS Division and approved by the Medical Director. However, two (2) Protocol Paramedics, 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 prior to the regular bid announcement.

11.6 The Department shall provide all necessary training for all State certified EMT's, Paramedics, and any department certified bid personnel to maintain their certification, or, to meet any minimum recertification requirements, on an in-service, on duty basis. If the 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 by scheduling an employee two (2) times it then becomes the employee's responsibility to schedule and 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 Human Resources Department's Director of Labor Relations and Compensation. This hearing shall be held at a mutually agreeable time, within thirty (30) days. The decision of the Human Resources Department's Director of Labor Relations and Compensation 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 firefighting 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-type unit
b. 4 persons per pumper unit
c. 3 persons per rescue unit
d. 2 persons per water tender unit
e. 2 persons per air truck
f. 4 persons per fireboat unit

All three (3) person ALS Transport Rescue units shall be staffed with one (1) certified Paramedic Officer in Charge (OIC), and two (2) certified Paramedic Firefighters. All three personnel must have Department Protocol Certification. However, for relief purposes one (1) Firefighter may be replaced with a state certified EMT whenever there is sufficient on duty personnel. If overtime must be hired for any ALS Transport Rescue, a protocol paramedic will be hired.

All four (4) person ALS Suppression units shall be staffed with one (1) certified Paramedic Officer in Charge (OIC), one (1) certified Paramedic Tailboard Firefighter, one (1) certified EMT Driver Operator, and one (1) certified EMT tailboard Firefighter. The Officer in Charge (OIC) and one (1) tailboard Firefighter must have Department Paramedic Protocol Certification. However, for relief purposes, the Officer and any other Paramedic with Department Protocol Certification assigned to the unit can be used to fulfill the two (2) Paramedic requirement.

At no time shall any Advance Life Support (ALS) Unit be staffed by less than two (2) State certified Paramedics with Department certification (Protocols), one (1) of which must be the Officer (OIC). 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 69 Staffing of one (1) Officer and one (1) Firefighter, both Departments certified as Hazardous Materials Technician.

Rescue 28 – Staffing of one (1) Officer and two (2) Firefighters. All personnel must be Department certified as a Hazardous Materials Technician and must also be "Haz-Tox" certified by the Department.

Any four (4) person unit designated as a Hazardous Materials Support Unit shall be staffed with one (1) Officer and three (3) Firefighters. All personnel must be Department certified as a Hazardous Materials Technician.

Technical Rescue Units

Squad 69 (formally TR 1 – Staffing of one (1) Officer and one (1) Firefighter, all personnel must have Technical Rescue certification.

Any four (4) person unit designated as a Technical Rescue Unit (except Squad 69) shall be staffed with one (1) Officer and three (3) Firefighters. All personnel must have Technical Rescue certification.

Marine Firefighting Units

Any four (4) person unit designated as a Marine Firefighting unit shall be staffed with one (1) Officer and three (3) Firefighters. All personnel must have Marine Firefighter certification.

Fire Boat Units

For response purposes, Fire Boat units shall be staffed with one (1) Officer and three (3) Firefighters. All personnel must be Fire Boat certified by the Department. Additionally, the Fire Boat Operator and Fire Boat Engineer must be duly certified for their position.

All four person Hazardous Materials units, Technical Rescue units, and Marine units will be bid and staffed with certified personnel however; for relief purposes one (1) tailboard Firefighter position may be replaced by a non-certified Firefighter. Rescue 28 shall be bid and staffed with certified personnel. However, for relief purposes, only one (1) person assigned to the unit must be Department certified as a Haz Mat Technician and Haz Tox paramedic. Squad 69, Haz-Mat 69 and the Fire Boats will continue to be staffed with 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, Fire Boat(s) and Marine Fire Units from his/her bid position for up to an additional six (6) shifts or parts thereof, for each year of this agreement to fill positions requiring these certifications. These moves are in addition to those provided for under Article 14.6.]

13.2 Airport Division:

The Airport Division shall be staffed as defined in the current Memorandum of Understanding with the Aviation Department except that the current staffing levels, overall and on units, shall not be reduced. (See Attached)

13.3 Staffing strength may be reduced by one (1) person per unit for short periods not to exceed four (4) hours if personnel are absent for, or assigned to, the following activities:

a. Unanticipated or emergency leave granted after a tour of duty has started. The Department will fill these vacancies as soon as possible.
b. Voting
c. Medical Examinations
d. Medical Transportation
e. Promotional Examinations (up to six (6) hours and maximum of 63 as described below)
f. Recognition ceremonies
g. Subpoenas

h. Committee's (Board of Merit, Accident Review Panel, and SOP Committee)

Staffing strength may also be reduced by one (1) person per battalion for short periods not to exceed twelve (12) hours for training. In addition, no more than seven (7) ALS Transport Rescue units (21 personnel) and seven (7) Suppression units (28 personnel) may be taken out of service for training at any one time. The intent of this article is that no more than 63 personnel shall be utilized for in-service training or promotional examination at any one time. The Department agrees that units will only be taken out of service for training when at least 2 individuals assigned to the unit are scheduled for training. If this occurs, the remaining personnel will be moved to other units for the duration of the training. These moves are in addition to those specified in Article 14.6. Training may be cancelled at any time pursuant to Department operational necessity.

One (1) person per Battalion (14 Battalions)	14
Seven (7) ALS Transport Rescues	21
Seven (7) Suppression Units	28
Total	63

If a unit is reduced by one as defined above, the OIC position must be filled by a person in the classification of Fire Lieutenant or Fire Captain or, for purposes of a Lieutenant vacancy, by a person on a current promotional eligibility list.

13.4 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.

13.5 Officer in Charge (OIC) positions will be staffed with personnel possessing the required classification and certification. Personnel may ride out of class, not to exceed one classification up, when there are sufficient on-duty personnel and such personnel are not able to fill any vacancies in their classification.

13.6 In the case of an unanticipated vacancy on the day of, personnel previously rostered a shift in advance to work in a higher classification will not be considered available to work in their regular classification on the day assigned for the duration of their out of class assignment, not exceed 12 hours.

ARTICLE 14 FIREFIGHTING PERSONNEL ASSIGNMENTS AND TRANSFERS

14.1 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. A position shall be defined as a bargaining unit position. Beginning in February of 2017, all vacancies will be bid twice a year and will be advertised by August 1st and February 1st of each year. Closing dates will be one (1) pay period after vacancies are advertised. All awarded bids will be filled within three (3) pay periods of the award date of the bids.

14.2 All bids will be awarded to the most senior person meeting minimum qualifications. However, bids for Paramedic, Driver Operator, Airport, Air Truck, Flight Medic, Hazardous Materials, CR Firefighter, Technical Rescue, Marine Firefighting, and Fireboat 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., aerial, ladder, etc., shall be required during the bid period.

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

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

   (2) State of Florida certified paramedics. (Must become Department certified (Protocols) during the bid period).

C. Airport: Bids will be awarded to the senior bidder who has qualified by successfully completing the Department Aircraft Rescue and Firefighting (ARFF) examination which will be offered twice annually. If no bidder is qualified, the bid will remain Vacant. Personnel assigned to the Airport Division will have the bid period to obtain Airport certification.

D. Air Truck: Bids will be awarded to the senior bidder. Senior bidder will have the bid period to obtain certification.

E. Flight Medic: Bids will be awarded to the senior certified bidder. In the event there is no Department certified Flight Medic Bidder, the position will remain vacant.

F. Hazardous Materials: Bids will be awarded to the senior bidder who has qualified by possessing as a minimum, State of Florida 160 hours Hazardous Materials certification. The successful bidder will have the bid period to obtain Department certification as Hazardous Materials Technician. In the event there is no qualified bidder, the position will remain vacant.

G. CR Fire Fighter: Bids will be awarded to the senior certified/qualified bidder where applicable. If no bidder has certification/qualification, the bid will remain vacant.

H. Fireboat, Venom and Marine Firefighter bids will be awarded to the senior certified bidder. In the event there is no certified bidder, the position will remain vacant.

l. Technical Rescue: Bids will be awarded to the senior bidder who has qualified by possessing as a minimum, the following State of Florida approved technician-level certifications: Structural Collapse, Trench Rescue, Vehicle & Machinery Rescue, Rope Rescue, and Confined Space Rescue. The successful bidder will have the bid period to obtain Department certification as a Technical Rescue Technician. In the event there is no qualified bidder, the position will remain vacant.

In order to count toward bid requirements or preference, qualifications/certifications must be obtained prior to the bid announcement. 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.

14.3 Where department requirements provide for an evaluation of applicant's qualifications, evaluation of job performance, written test, and demonstrated abilities to perform in the position sought, qualifications will be relevant to the position bid. 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 certify within the bid period, he/she shall revert to his/her previous position. Where qualifications are required for a bid, the certification training will be conducted in a timely manner. The employee awarded the bid will remain in their current bid or if there is no current bid, as relief until such time as they become certified when they will then fill their new bid and receive any associated certification pay incentive.

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. For purposes of filling an OIC Position, individuals on a current promotional eligibility list may be moved an additional four (4) times. 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. For conflict resolution, if it is expected that there is a need to exceed the 6 moves, the Department will convene a panel made up of three (3) representatives from labor (appointed by the President of the Union) and three (3) representatives from management (appointed by the Fire Chief) to review the case and make recommendations. A move unless otherwise specified in this agreement 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 Operations to another assignment, or 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 no one on that unit shall lose a bid. If a unit/bid position is taken out of service, the employee shall be entitled to first right of refusal to that position if that unit/bid position is ever placed back in service or relocated back and they have maintained or can regain the certifications/qualifications for the position within 6 months. These employees shall also maintain all pay associated with the bid position for a maximum of eighteen (18) pay periods or until the employee bids another position, whichever comes first.

14.9 The County agrees that Battalions will not be realigned except when necessitated by operational requirements such as when new Divisions 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

For Driver-Operator vacancies, 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 certified on the apparatus.

b. Filled with the senior Driver certified and bid on the apparatus in question. This shall not be counted as a move as provided for in Article 14.6.

c. In the absence of (a) or (b), the position will be filled with the senior Driver certified and riding on the apparatus in question.

d. In the absence of (a) or (b) or (c), the position will be filled with the senior Driver certified on the apparatus in question within the Division on the same shift.

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.

14.15 Upon ratification of this agreement, personnel who are on Temporary Restricted Duty (TRD) are eligible to bid for positions, but shall not receive any supplemental pay associated with the awarded bid until they are actually able to work in their new bid position.

ARTICLE 15 FIREFIGHTING RELIEF PERSONNEL

15.1 The County will provide sufficient firefighting relief personnel of each classification for each shift. This will be determined with an established Relief Factor. Upon ratification, the following Relief Factors shall continue for the term of this agreement:

a. Chief Fire Officer – 4.3

b. Fire Captain – 4.4

c. Fire Lieutenant – 4.5

15.2 The parties agree to meet before the close of the 2016-2017 fiscal year to establish the Relief Factor for fiscal year 2017-2018. Unless otherwise specified, the parties agree to meet annually before the close of each fiscal year after 2018 to establish an annual Relief Factor.

ARTICLE 16 PROMOTIONAL EXAMINATIONS

16.1 The County agrees that the Fire Chief 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 there shall be no additions or deletions made to the study material 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. All books published by an outside publisher will be selected and advertised via ASOM 6 months prior to the opening date to sign up.

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 Fire Chief or County Mayor. If qualified applicants from within the Department are not appointed, the Fire Chief will counsel the employee concerned.

16.3 If an employee is to be passed over for promotion, the Fire Chief 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. Additionally, upon ratification of this agreement all employees will be required to possess the following to be eligible for promotional exams administered after September 30, 2019:

1. Associate Degree or higher (In accordance with Article 17, section 3), OR successful completion of all classes for the State of Florida Fire Officer I certification
2. Apparatus and Pump Operator Certification (DO)

Captain - Three (3) years continuous service as a Lieutenant~~;~~ and upon ratification of this agreement all employees will be required to possess the following to be eligible for promotional exams administered after October 1, 2019:

1. Associate Degree or higher (In accordance with Article 17, section 3) OR successful completion of all classes required by the State of Florida Fire Officer I certification

Chief Fire Officer - Two (2) years continuous service as a Captain and upon ratification of this agreement all employees will be required to possess the following to be eligible for promotional exams administered after October 1, 2019:

1. Associate Degree or higher (In accordance with Article 17, section 3) OR successful completion of all classes required for the State of Florida Fire Officer I certification

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 Human Resources Department. Promotional examinations will be administered within twenty one calendar days, but not less than fourteen (14) calendar days, excluding weekends and holidays, prior to the expiration date of the respective certified eligibility list. If a promotional eligible list has the potential to be exhausted prior to the expiration date, the Miami Dade Fire Rescue Department will work collaboratively with the Human Resources Department to schedule the administration of a promotional examination in order to establish a new eligible list to be effective upon the exhaustion of the current list.

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. If a freeze in hiring and/or promotions is imposed by the County Mayor, 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.

16.9 The effective time of certification for a promotional eligibility list is at 0001 the day the list is certified, regardless of actual time.

16.10 The parties agree that for the duration of this Agreement promotional eligibility lists shall not exceed one (1) year from the date of certification by the County Human Resources Department unless otherwise agreed.

16.11 A classified position becomes a vacancy at 0700 the day after separation by the incumbent from County service. This vacancy occurs only if there are no overages in the classification. Separation shall be described as the day "T" shows or should show on the PAR.

16.12 New relief positions for the fiscal year are considered vacancies effective 0700 of the first pay period of the new fiscal year.

16.13 Budgeted positions or approved overages for new programs or services will not be considered vacancies until 0700 of the day the position is implemented. That is, the day the position is actually utilized.

16.14 The date a vacancy is effective in a higher bargaining unit classification will also be considered the effective date of vacancy for the subsequent promotions to be made behind the original vacancy. (For example, if a Chief Fire Officer retired, vacancy will also occur at the same time for a Captain and Lieutenant, providing there were no overages already in those classifications.)

16.15 Upon ratification of this agreement, when a vacancy occurs in the rank of Division Chief or above, a Chief Fire Officer (CFO) promotion and subsequent promotions will be made within two (2) pay periods from the current eligibility list(s). In the case where a Captain is ultimately appointed to the Division positon through the County's approval process, the CFO originally promoted will be absorbed through attrition.

16.16 The Department will attempt to deliver Apparatus and Pump Operator Certification (DO), Fire Officer I (FOI) and Fire Officer II (FOII) classes at no charge to the employee twice annually. In the event this is not available, personnel may take any class associated with the DO, FOI and FOII certification

through another institution and shall be reimbursed for tuition costs up to 100% of the Miami-Dade College course rate, regardless of the institution attended.

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 by the Fire Chief shall receive a one-step pay increase. Employees attending such courses shall receive regular County educational benefits.

17.4 Firefighting personnel covered by this Agreement who receive an associate or higher degree in a subject that they are utilizing in the everyday work of their assignment within the Fire-Rescue Department may receive a one step increase if approved for such increase by the Fire Chief. 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 during their birth month, and effective 2012 and every even numbered year thereafter, employees whose last names being with the letters M-Z will have mandatory physicals during their birth month. 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 Metal testing
14. Ultrasound Body Scan by body region when recommended by the examining physician.
15. Full body ultrasound will be provided at the employee's request, limited to one (1) time per employee every two (2) years.
16. Thyroid (TSH) test.

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 most current 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 Human Resources Department will maintain all medical records, with access only by Risk Management, the County Attorney's Office and the employee.

19.7 The County agrees to pay $30,000 for burial expenses and memorial services for sworn bargaining unit members killed in the line of duty.

19.8 The County shall make provisions for employees to access to employee support services (ESS) and counseling for up to five (5) years after their separation from County service.

ARTICLE 20 BULLETIN BOARDS

20.1 The County shall establish in each station, bureau office, and on the Department's electronic network "MDFRNET," a bulletin board for the posting of Union notices for informational purposes only. Solicitation material will not be posted. 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 non-electronic bulletin board will be at least 36" x 48" in size.

20.2 The County shall establish an e-mail group of members of the bargaining unit for informational purposes only. Solicitation material will not be e-mailed. Only the President of the Union or Secretary of the Union shall be able to send information to this e-mail group. All material will be subject to review by the Department prior to sending. The Union shall be notified within twenty-four (24) hours of receipt of material.

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-five (25) members of the Union shall be allowed time off with pay to attend the Annual Professional Firefighters of Florida Convention and ten (10) members 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.

23.5 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.

23.6 The Union President may request a meeting with the Director of the Human Resources Division 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 NFPA safety standards, Federal standards, or other recognized safety standards such as UL, Mine Safety Bureau, 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 Fire Chief and the County Mayor concerning such changes. Once recommended changes are approved by the Fire Chief and County Mayor'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 components of the protective ensemble including respiratory protection currently being utilized on a semi-annual basis and submit recommendations to the Fire Chief. Once recommended changes are approved by the Fire Chief and the County Mayor's Office, budget implementation will be effective immediately.

24.5 The protective ensemble required by the Fire-Rescue Department or State Law will be furnished by the Department. Non-issued components of the protective ensemble will not be used unless expressly authorized in writing by the Department. All bargaining unit members will be furnished with foul weather rain gear. The Department will ensure a sufficient cache of the protective ensemble to provide a replacement set when contaminated during emergency operations.

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

24.7 Personal protective ensemble will be issued one time. It will be maintained in a serviceable condition. Lost or damaged components of the protective ensemble will be replaced by the employee unless it has been destroyed or damaged while operating at an emergency scene, in training, or working in a job-related assignment (i.e. overtime, Firewatch, etc.) 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, respiratory protective required to be worn by the Department.

24.10 Effective October 1, 2004 the County agreed 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 takeover of County fire rescue service is authorized by the Board of County Commissioners, the County agrees to appropriate the funds necessary to absorb, through attrition, the overage of all classifications.

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 the greater of the following:

1) 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 the fall 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.

2) Or

Effective January 1, 2017	$442.30 **
Effective January 1, 2018	$477.68 **

** based on 8% Health benefit plan cost trend rates

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 premium 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 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.

28.7 The County will provide an annual contribution of $500,000 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 of each year.

28.8 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.

28.9 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 Director of Labor Relations and Compensation. Benefit eligibility if approved by the Disability Panel, 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). The parties may mutually agree to reopen this agreement to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.

28.10 Firefighting personnel who retire and separate from the County service with 25 or more years of County service in the Special Risk Class 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 County service in the Special Risk Class.

28.11 If the "Union Group Health Insurance Plan" is terminated during the term of this agreement, the County agrees to discuss enrolling all members of the "Union Group Health Insurance Plan" into the County's Group Health Insurance Plan under the benefits afforded to other County employees.

28.12 The County will provide an annual $1,100 contribution to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance or the Flexible Benefits Plan.

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 at least forty-eight (48) hours in advance.
D. Exchange requests shall be subject to advance approval by the PAR Supervisor.
E. Employees shall be restricted from requesting any new exchange once they owe twenty (20) exchanges. This provision may be extended or waived 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.
G. Employees are forbidden from being paid to work exchange time.

29.2 The employee agreeing to work the shift exchange shall be held accountable to report for duty or have accumulated leave deducted if unable to report for duty. If the employee agreeing to work has no accumulated leave, then accumulated leave will be deducted from the employee requesting the exchange. If the employee requesting the exchange does not have enough accumulated leave, then this employee will have their pay deducted. 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, 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 EXTRA DUTY SERVICES

32.1 Definition: For purposes of this Article "extra duty services" shall mean standby fire personnel or an approved firewatch which is required by the Authority Having Jurisdiction (AHJ) as detailed in the Florida Fire Prevention Code and/or Chapter 14 of the Code of Miami-Dade County, Extra Duty service may be required for special events, planned events, exhibitions or gatherings requiring standby firewatch services (e.g. sporting events, the Dade County Fair, etc.)

Code Violation Options

Option 1
The owners of private facilities (businesses, office buildings, condominiums, etc) or their representatives may request bargaining unit employees for extra duty services 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 the Florida Fire Prevention Code as it 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 to provide 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 the Florida Fire Prevention Code as it may be amended from time to time. Should clear life safety concerns exist, as determined by the Fire Marshal of Miami-Dade Fire Rescue, the use of a private vendor will be prohibited.

In the event that the Florida Fire Prevention Code is amended during the term of this Agreement, the parties will meet to discuss implementation of the amendment.

The changes made effective October 1, 2014 shall not be interpreted to reduce the wages, hours, and conditions of employment provided previously.

32.2 Bargaining unit employees will be offered the opportunity to work Extra Duty Services. The Department will generate a list of all available Extra Duty Services assignments. Extra Duty Services and Emergency Extra Duty Services assignments will be hired through a 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 Services hiring. Compensation for such services will be in accordance with Miami-Dade County Administrative Order 7-33 – Rates for Special Off-Duty Fire Rescue Services.

32.3 Any function or enterprise asking for, or requiring, Extra Duty Services as defined in Article 32 Section 1 shall use off duty bargaining unit personnel. In the event that the Department cannot fill all extra duty services 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 Services assignments.

32.5 All Extra Duty Services assignments at Sun-Life 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 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, time off with pay to vote provided the employee 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 Mayor'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.

ARTICLE 35 USE OF PRIVATE VEHICLES

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 Miami-Dade County 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.

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.

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 OF 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 Mayor 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 Chief 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 bid or filling an Open/Vacant position shall be furnished a vehicle on a twenty-four hour basis. Each position in the Operations Division and all fire safety and training personnel will be assigned and issued a hand-held radio.

42.3 Vehicles assigned to members of the bargaining unit shall not be taken outside a 60 mile radius of the Miami-Dade Fire Department Headquarters building without prior approval of the Fire Chief.

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

ARTICLE 43 PERSONNEL FILE AND DISCIPLINARY MATTERS

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. The personnel file maintained by the Miami-Dade Human Resources Department is considered the employee's "official personnel file." Files containing copies of documents maintained in locations other than in the Miami-Dade County Human Resources Department are considered "working files." Copies of documents in the "working files" may be removed. Employees will receive written notification when their personnel files, memorandums and/or any reports prepared by or related to the employee are reviewed or requested pursuant to Chapter 119 Florida Statutes as amended.

43.2 Miami-Dade County Administrative Order 7-3, Disciplinary Action, will be the governing policy for all disciplinary procedures.

43.3 The Department will provide employees being formally counseled or disciplined with a copy of the completed counseling form or DAR form at least 72 hours, not including weekends or holidays, prior to the scheduled date of the counseling or DAR session. During the 72 hour period of time, the employee or his representative may contact the supervisor issuing the counseling to voice objections or make suggestions. The Department will encourage supervisors to listen to and consider any such input.

43.4 The parties recognize that formal counseling sessions are to be used exclusively for the purposes of presenting the written record of counseling advising the employee of the conduct that is deemed unacceptable, recommending ways for the employee to improve the performance that is the subject of the counseling, and warning the employee that if such conduct continues the employee may be subject to progressive discipline up to and including dismissal from County service. The session is not to be used for the purpose of questioning the employee. The Record of Counseling shall be marked "no longer in effect" and shall not be used by the County in any manner, including but not limited to progressive discipline, promotion, transfer, or as evidence in a subsequent disciplinary hearing after two (2) years of formal counseling and discipline-free service to the County. The two (2) years considered herein shall run from the date of issuance of the Record of Counseling.

43.5 Employees who are subjects of an administrative investigation will be informed at least 72 hours, not including weekends or holidays prior to the interview that they have the right to have a representative present. Said employee shall be notified of each and every allegation or charge made against him and shall be given a copy of any and all complaints and statements of the complainant and witnesses made against him and any evidence relevant to the charges contained in the case file prior to the interview of said employee.

43.6 Interviews and questioning of firefighting personnel shall be conducted in accordance with Florida Statute Section 112.82 (Firefighter Bill of Rights).

43.7 Administrative statements made by employees shall not be made public without written permission of said employee except where covered by the Public Records Law.

43.8 The employee and/or the union shall, upon request, receive a copy of the employee's written or recorded statement and any other document or evidence reviewed, considered, and/or relied upon for any disciplinary action being taken against the employee at no cost to the employee or the Union.

43.9 The employee who is the subject of a complaint or allegation shall be notified in writing of the disposition upon the conclusion of the investigation, and final decision by the Department Director.

43.10 In cases where an employee is relieved from duty pending an investigation or other administrative action, the following conditions will prevail:

a. The employee will remain on full salary allowances.
b. Should disciplinary action result from the investigation, that period of time in which the employee was relieved from duty without pay may be included in the disciplinary action.
c. If an employee is on probation when he/she is relieved of duty with pay the employee's probationary period shall not be extended.

43.11 Except where covered by law when an employee has been arrested or indicted or charged by a prosecuting official, the Department on its own initiative shall not release a photograph or home address of any employee under investigation without the employee's written permission.

43.12 Any employee who is the subject of an internal investigation or department review panel where findings or charges are exonerated, not sustained, unfounded or who is exonerated through the disciplinary appeal process, will have the right to have all documents and reports stamped "no longer in effect."

43.13 No employee shall be required to submit to any device designated to measure the truthfulness of his responses during questioning.

43.14 Employees may appeal Written Reprimands by notifying the Department Director in writing within fourteen (14) calendar days of the date of issuance of the Written Reprimand. The appeal will be heard by the Department Director or his designee and will consist of a review of both substantive and procedural issues and not be limited to simply the appropriateness of the discipline. The employee will be entitled to receive and review all evidence, including a complete copy of the investigatory file, on which the discipline was predicated, prior to the scheduling of the hearing. The Department Director or his designee may uphold the Written Reprimand, reduce it to a Record of Counseling or rescind the Written Reprimand. The Department Director or his designee decision shall be final and binding

43.15 Employees may continue to work and be allowed to forfeit accrued annual, holiday or compensatory leave in lieu of serving the period of suspension, and waive their disciplinary appeal rights. Employees serving a suspension greater than 48 hours without pay shall be given two options. OPTION 1: The employee can serve the suspension consecutively; or OPTION 2: The employee may serve the suspension on non-consecutive shifts to lessen the financial impact, however if the employee chooses this option they will have to agree to waive all rights and claim for overtime and/or extra duty assignments until such time as the suspension has been completely served.

ARTICLE 44 WAGES

During the 2014-15 Fiscal Year, bargaining unit employees shall not receive a cost of living adjustment.

During the 2015-16 Fiscal Year, bargaining unit employees shall not receive a cost of living adjustment.

Year Three (Fiscal Year 2016-17)

Effective the first pay period in October 2016, bargaining unit employees shall receive a Cost of Living Adjustment of four percent (4%).

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, 2014, except provisions which are effective upon ratification, and shall continue in effect until September 30, 2017.

45.2 In the event during the term of this agreement (October 1, 2014 – September 30, 2017) another Miami-Dade County certified collective bargaining unit, directly under the purview of the County Mayor, successfully negotiates an across the board Cost of Living Adjustment increase which is effective during the term of this Agreement and is greater than the Cost of Living Adjustment increase provided for under Article 44 (Wages), the Union shall automatically receive the across the board Cost of Living Adjustment increase as the other Union.

45.3 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.

45.4 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.

45.5 In the event that during the term of this Agreement 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.

45.6 Either party may require discussions concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2017, by requesting same, in writing, of the other party between January 1 and not later than April 15, 2017. If neither party submits such written notice during the indicated period, this Agreement shall be automatically renewed for the period October 1, 2017 through September 30, 2018.

ARTICLE 46 PAYCHECKS

46.1 The Memorandum of Understanding regarding overpayments to employees, dated April 29, 1986, shall no longer be in effect. The County is entitled to recover, in a timely manner, funds determined by the County to have previously been paid in error in accordance with Florida Statutory provisions. Unless mutually agreed to by the County and the employee, The County shall have the right to effect recovery of funds through a stipulated biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment, or at the minimum rate of fifty ($50) dollars per pay period, whichever is greater. The specific recovery rate shall be determined through an agreement between the concerned employee and the Human Resources Division.

Upon notification, the concerned employee shall have fourteen (14) calendar days to contact the departmental personnel representative in order to stipulate to a specific recovery rate or to dispute the basis for and/or the amount of the claimed overpayment, through the grievance procedures outlined in Article 4. While the grievance and any arbitration is pending, no payroll deductions shall be made until the grievance is withdrawn, resolved by settlement, or resolved by arbitration award. The County has the right to recover the full outstanding amount of erroneous payments in the event the employee separates from the County service. If a grievance is pending, the deduction amount shall be held in escrow by the County pending resolution of the grievance.

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.

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

48.1 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 substance. The Department further agrees to provide in writing to the employee the circumstances that caused the need for the testing.

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. The County agrees to pay the costs of the second test. 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 hour's 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 a one (1) hour meal break, for 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 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 four (4) 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 five (5) consecutive work hours.

50.6 Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors may accrue holiday leave up to a maximum of 240 hours.

50.7 Fire Rescue Dispatchers/Supervisors 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 upon ratification by the Union and the Board of County Commissioners, employees in the classifications of Fire Rescue Dispatcher and Fire Rescue Dispatch Supervisor who achieve and maintain all of the following specific competency milestones will be eligible to receive a 7.5% competency pay

supplement, upon authorization by the Department and review by the Human Resources Division. 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 the State of Florida Public Safety Telecommunicator certification.
- 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.

ARTICLE 51 LAYOFF AND DEMOTION PROCEDURES

51.1 If for non-disciplinary reasons, 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.

51.2 If for non-disciplinary reasons, 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. For purposes of this article, "non-disciplinary" does not include failure of probation.

51.3 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.

51.4 In the event positions are restored or a vacancy occurs after the non-disciplinary 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.

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 a 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

Bachelor's 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 firefighting 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

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
THE MIAMI-DADE FIRE-RESCUE DEPARTMENT,
AND THE
METRO DADE FIREFIGHTERS IAFF LOCAL 1403
OCTOBER 1, 2014 – SEPTEMBER 30, 2017

This Agreement signed this 23rd day of August, 2016.

Dade County Association of
Fire Fighters, Local 1403

Omar Blanco, President

Brian Lynch, First Vice President

Michelle Steele, Second Vice President

Maria Chin, Secretary

Paul Blake, Treasurer

Dominick Barbera, President Emeritus

Kevin Martin, Executive Board Member

Miami-Dade County

Carlos A. Gimenez, Mayor

Russell Benford, Deputy Mayor

Edward Marquez, Deputy Mayor

David Downey, Fire Chief

Arthur Holmes, Jr., Assistant Chief

Alan Cominsky, Assistant Chief

Scott Mendelsberg, Assistant Director

John O-Brien, Executive Board Member

Arleene Cuellar, Director
Human Resources Department

Witness

Tyrone W. Williams, Esq.
Director, Labor Relations

Witness

Toni Thomas-Stacey, Labor Relations Manager
Labor Relations

Witness

Chamona Brown, Labor Relations Specialist
Labor Relations

Witness

Grettel Perez, Labor Relations Officer
Labor Relations

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