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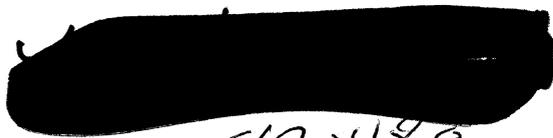
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820489

1350  
workers

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY,  
THE MIAMI-DADE FIRE-RESCUE DEPARTMENT,  
AND THE  
DADE COUNTY ASSOCIATION OF FIRE FIGHTERS, LOCAL 1403  
OCTOBER 1, 2003 - SEPTEMBER 30, 2006**



## TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
1	Preface	1
2	Recognition	1
3	Management Rights and Scope of Agreement	3
4	Grievance Procedure	5
5	Arbitration	8
6	Assignment Pay Supplements	10
7	Overtime	16
8	Work In Other Classifications	19
9	Call Back, Court Time, and Jury Duty	20
10	Leave	21
11	Certification of Employees	30
12	Job Duties	34
13	Staffing of Apparatus	34
14	Assignments and Transfers	38
15	Relief Personnel	43
16	Promotional Examinations	43
17	Education	46
18	Non-Discrimination Clause	47
19	Health Services	48
20	Bulletin Boards	50
21	Union Activity	51
22	Union Representatives	51
23	Labor-Management Committee	53
24	Safety Standards and Equipment	54
25	Night Differential	56
26	Mergers of Other Fire Departments	57
27	Tour Of Duty and Hours of Work	58
28	Group Health Insurance	59
29	Shift Exchange	64
30	Savings Clause	65
31	Personal Liability Protection	66
32	Fire and Rescue Off Duty Services	67
33	Voting	68
34	Services to the Union	68
35	Use of Private Vehicles	69
36	Long Service Pay Premiums	69
37	Dues Check-Off	71
38	Reporting Of Injuries	72
39	Severability	72
40	Strikes and Lockouts	72
41	Amendment	73
42	Duty Vehicle and Radios	74
43	Personnel File	74
44	Wages	75
45	Term of Agreement and Reopening	75
46	Paychecks	76

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
47	Employee Working Conditions	77
48	Communication	78
49	Toxicology and Alcohol Testing	78
	Appendix A - Fire Prevention Division	80
	Signature Page	87
	Index	88

## ARTICLE 1 PREFACE

1.1 This agreement is made and entered into this first day of October, 2003, by and between Miami-Dade County, Florida, herein after referred to as the County and Local 1403 of the International Association of Firefighters, herein after referred to as the Union.

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

## 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 Helicopter Pilot
- Fire Lieutenant
- Fire Captain
- Fire Helicopter Co-Pilot
- Chief Fire Officer
- Fire Dept. Helicopter Mechanic/Co-Pilot
- Fire Helicopter Chief Pilot

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

2.2 ENTRANCE PAY RATES - For all employees hired into the County Service on or after April 1, 1992, the entrance pay rate for the bargaining unit classification of Firefighter 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.

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

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

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

ARTICLE 3 MANAGEMENT RIGHTS AND SCOPE OF THE AGREEMENT

3.1 The Union recognizes that the County possesses the sole right to operate and manage the Miami-Dade Fire Rescue Department and direct the work force and that the rights, powers, authority, and discretion which the County and the Department deem necessary to carry out its responsibilities and missions shall be limited only to the specific and express terms of this Agreement and not by implied obligations.

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

- a) Determine the missions and objectives of the Department;
- b) Set standards of service to be offered to the public;
- c) Determine the methods, means, and number of Personnel necessary to carry out Department responsibilities;
- d) Exercise control and discretion over its organization and operations;
- e) Take such actions as may be necessary to carry out services during emergencies declared by the County Manager,
- f) Discipline or discharge employees for just cause;

- g) Schedule operations and shifts. The parties agree that it is their intention to treat the existing twenty-four (24) hour tour of duty shift as a job benefit under Article 27 and in accordance with Article 30.
- h) Introduce new or improved methods, operations, or facilities;
- i) Hire, promote, transfer, or assign employees;
- j) Lay off employees in accordance with County procedures specified in procedural guidelines for County layoffs, or reduce hours of work in lieu of layoff;
- k) Schedule overtime work as required.

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

obligations and restrictions imposed on each of the respective parties during its term.

#### ARTICLE 4 GRIEVANCE PROCEDURE

4.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties involving the application or interpretation of this Agreement.

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

4.3 Each grievance when filed shall state with particularity the violation of the contract claimed, the facts of such violation, the Article of the contract violated and the remedy sought by the Union. Employees shall at all times have the right to the presence of a Union representative in any step of the grievance procedure. In the case of a class grievance, no more than three employees plus up to four Union representatives, only one of who may be in pay status, may meet with the Division or Department Head in Steps 2 and 3 below.

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

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

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

Step 3 If the grievance has not been satisfactorily resolved in Step 2, the employee may appeal to the Department Director within seven (7) days of receipt of the response in Step 2. The Department Director, or his/her designee, shall meet with

the employee within three (3) days. The Department Director, or his/her designee, shall notify the employee twenty-four hours prior to the meeting and advise him/her of the time and place the meeting will be held. The Department Director, or his/her designee, shall respond in writing within seven (7) days from the date of the meeting. In the event the Union requests arbitration of a grievance that was heard by the designee, then the Department Director will meet with the grievant prior to the arbitration hearing.

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

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

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

4.8 The parties agree that the Hearing Examiner System pursuant to Section 2-47 of the Code of Miami-Dade County shall be the exclusive method of disciplinary appeal. Except that the Union will have the option on behalf of a

permanent status bargaining unit employee, to appeal the disciplinary actions of demotion and suspension by utilizing the arbitration procedure contained in Article 5 of this Agreement. The Union shall notify the Director of the Employee Relations Department in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change. In the case where the Union does not timely notify the County or chooses not to select the arbitration procedure, then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Union selects the option to appeal a demotion or suspension under the arbitration procedure then the provisions of 2-47 of the Code will not be applicable.

## ARTICLE 5 ARBITRATION

5.1 If a grievance as defined in Article 4 has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration by writing to the Director of Labor Management no later than fifteen (15) calendar days after the Department Head's response is due in Step 3 of the grievance procedure. The Director of Labor Management shall set up machinery to implement arbitration within seven (7) calendar days after receiving such request to arbitrate. The parties to this agreement will attempt to mutually agree upon an

independent arbitrator. If this cannot be done, one will be selected in accordance with the American Arbitration Association's or F.M.C.S.'s selection criteria.

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

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

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

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

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

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

#### ARTICLE 6 ASSIGNMENT PAY SUPPLEMENTS

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

6.2 Firefighting personnel who are State Certified Paramedics and have passed Department Paramedic Protocol Certification and who are assigned full-time duties on "Fire Rescue" units shall be paid at a rate 18% above their regular rate of pay. The assignment allowances for "Fire Rescue" are not cumulative, and no employee shall be paid in excess of 18% for a "Fire Rescue" assignment. This assignment pay supplement will be applicable to those bargaining unit employees who are State Certified Paramedics, and eligible for this assignment

pay supplement and who are classified as "Special Risk" under the Florida Retirement System. Only five (5%) percent of the exceptions enjoyed by more than one classification will be considered as part of the employee's base pay for promotional purposes.

6.3 Firefighting personnel who are assigned full-time duties on "Fire 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. This supplement does not apply to employees covered by Article 6.2.

6.4 Personnel who maintain State Paramedic Certification and are not assigned to a "Paramedic Position" shall be paid at a rate 2.5% above their regular rate of pay.

6.5 All personnel who respond to rescue calls shall receive an additional 9%, excluding personnel who receive the assignment pay supplement under 6.2. This assignment pay supplement will be for those bargaining unit employees who are State Certified Emergency Medical Technicians or State Certified Paramedics, and eligible for this assignment pay supplement, and who are certified as "Special Risk" under the Florida Retirement System. Employees classified as a Fire Helicopter Co-Pilot, Fire Helicopter Pilot, or Fire Helicopter Chief Pilot will be eligible for this assignment pay supplement, but not the assignment pay supplement provided for in Article 6.2.

6.6 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.

6.7 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.

6.8 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

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

6.10 Special Investigators assigned to the Miami-Dade Fire Rescue Department Director's Office shall receive 5% above their regular rate of pay.

6.11 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.

6.12 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.

6.13 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. Effective the beginning of the first pay period in October 2004, 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. Employees at the maximum step of the pay range shall receive 5% above their regular rate.

6.14 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.

6.15 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.

6.16 Bargaining unit employees shall receive a hazardous duty pay supplement in the amount of \$125.00 biweekly.

6.17 Personnel assigned full time by the Department to the Emergency Medical Services (E.M.S) Division shall receive a 5% pay supplement above their regular rate of pay. In addition, E.M.S. Captains and Fire Lieutenants assigned to this

Bureau shall be paid 2.5% above their regular rate of pay in lieu of Article 25.1 (Night Differential) and remain on their current 13's/14's, forty (40) hour average work week schedule. The parties retain the right to re-negotiate the hours and time of the shift after the first year of the contract. This work schedule is unique to the E.M.S. Captains and shall not be used as a precedent, or affect any other currently agreed upon work schedules or positions.

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

administrative non-operations positions will be eligible to receive the \$50 biweekly or any dive pay supplement. As an exception, the parties agree that those specific employees who are currently occupying administrative positions and were receiving the \$50.00 biweekly dive pay supplement prior to April 12, 2004, will be eligible to receive the one (1) pay step dive supplement. However, this exception shall not apply to any employees who are assigned to administrative positions on or after April 12, 2004. Those eligible employees who are 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.

6.19 Bargaining unit employees who are assigned full-time staff (40-hour work week) to the Special Operations Division shall be paid at a rate one step above the regular rate of pay except employees at the maximum step of the pay range who shall receive 5% above their regular rate, in accordance with rules, regulations, and protocols established and maintained by the Department. The County Manager and the Director of the Miami-Dade Fire Rescue Department shall retain the authority and discretion to determine the number of employees who will receive this pay supplement. This supplement does not apply to employees covered by Article's 6.7, 6.12, 6.13, and 6.15.

6.20 Bargaining unit personnel certified by the Department as Technical Rescue Technicians or Marine Firefighters and assigned full time duties on a technical response truck (TRT) or marine fire fighting unit (Port of Miami) shall be paid at a rate one step above the regular rate of pay except employees at the

maximum step of the pay range who shall receive 5% above their regular rate, in accordance with rules, regulations, and protocols established and maintained by the Department. The County Manager and the Director of the Miami-Dade Fire rescue Department shall retain the authority and discretion to determine the number of employees who will receive this pay supplement. This supplement does not apply to employees covered by Article 6.19.

6.21 Effective the first bid period immediately following ratification of this Agreement, bargaining unit employees 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.

## ARTICLE 7 OVERTIME

7.1 All classified employees of the Miami-Dade Fire Rescue Department set forth in Article 2, up to and including Fire Captain, shall have the right to request and be paid at the rate of one and one half times their normal rate of pay for all duty hours performed in excess of their normal work day or week. Normal work day shall mean twenty-four hours for all employees working twenty-four hour tours of duty.

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

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

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

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

7.5 For employees regularly assigned to forty (40) hours, four (4) or five (5) day weekly schedules, overtime shall be paid only for time worked in excess of forty (40) hours of work per work week and not for daily overtime. Annual, Sick, Military and Disability Leave shall not be included in the calculation of the forty (40) hour work week and for the purpose of computation of overtime; however, the payment of these benefits, as otherwise provided herein, shall not be diminished or changed. Non-Job basis bargaining unit employees eligible for overtime compensation as specified in Article 7.1 who are regularly assigned to forty (40) hour work schedules shall be eligible to be paid at the overtime rate when working in operations, 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 96 hours. Effective the beginning of the first pay period in October 2004, the maximum accrual will be increased to 144 hours. Employees eligible for overtime pay can request compensatory time in lieu of overtime payment.

7.8 Overtime - The County Manager 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.

#### ARTICLE 8 WORK IN OTHER CLASSIFICATION

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

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

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

ARTICLE 9 CALL BACK, COURT TIME, AND JURY DUTY

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

9.2 Any employee covered by this Agreement who is required by the Department or by subpoena to appear in Court during off-duty hours on any matter arising out of his/her employment, shall be compensated at the overtime rate, with a minimum of four (4) hours compensation at the overtime rate.

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

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

relieved of duty for the entire shift. Employees must secure a certificate of jury duty attendance with the time released noted to qualify for time off with pay.

ARTICLE 10 LEAVE

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

10.2 Holidays:

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

New Year's Day	Thanksgiving Day
Washington's Birthday	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 Remove caps on Holidays. Employees shall be permitted to accrue all earned Holiday Leave. Employees shall be paid for each holiday as it occurs, upon request, or the employee may be paid for all unpaid holidays annually on the last pay period of the fiscal year (September). In addition, employees shall

have one opportunity per fiscal year, to be paid for all or any part of their accrued Holiday Leave (excluding earned Holiday Leave earned during the current fiscal year) by submitting a written request between October 1 and October 30 of each year. If the total aggregate of requests exceeds \$100,000.00, each employee shall receive payment in pro-rata, equal shares. On a one time basis only, each employee with twenty or more years of service may receive up to 500 hours of their accrued holiday leave, paid upon request over 26 pay periods of a fiscal year, if requested in writing by July 1 of the prior fiscal year.

#### 10.4 Annual Leave:

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

- A. Vacation request forms shall be distributed to employees by August 15th.
- B. Vacation request forms shall be returned by employees by September 15th. Employees whose forms are not returned by September 15th will be placed at the bottom of the applicable seniority list for that year.
- C. The vacation schedules shall be published and posted by October 15th.
- D. The year will be divided into twenty-six (26) two (2) week vacation periods. Employees may request any two vacation

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

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

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

Operations Vacation Selection Preference Rosters

<u>SHIFTS</u>		
<u>A</u>	<u>B</u>	<u>C</u>
C.F.O.	C.F.O.	C.F.O.
CAPT. RESCUE	CAPT. RESCUE	CAPT. RESCUE
CAPT. OTHER	CAPT. OTHER	CAPT. OTHER
LT. RESCUE	LT. RESCUE	LT. RESCUE
LT. OTHERS	LT. OTHERS	LT. OTHERS

FF.  
RESCUE

FF.  
RESCUE

FF.  
RESCUE

FF.  
OTHERS

FF.  
OTHERS

FF.  
OTHERS

b) Airport Division

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

CAPTAINS AND CFO		
A	B	C
LT. FF.	LT. FF.	LT. FF.

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

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

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

F). Annual leave may be accrued to 500 hours and will be paid upon separation in accordance with the Leave Manual or the applicable provisions of the Deferred Retirement Option Program (DROP). Any employee having a balance in excess of the maximum accrual of 500 hours at the end of the Department Vacation year will forfeit and lose such excess annual leave accrual.

The Department will take necessary steps to insure that employees with excessive accumulations use such leave and reduce outstanding balances.

#### 10.5 Funeral Leave:

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

#### 10.6 Authorized Leave:

- A. Other than normal vacations, the Department will approve, in advance, up to twenty-four (24) requests for leave per day for bargaining unit employees. It is understood and agreed to between the parties that six (6) of these leave requests per day shall be reserved (first right of refusal) for employees to attend Paramedic

Training classes. Effective the beginning of the first pay period in April 2004, increase the number of leave requests to 30 per day. Effective the beginning of the first pay period in April 2005, increase the number of leave requests to 36 per day. Effective the beginning of the first pay period in December 2005, increase the number of leave requests to 39 per day.

- B. Requests for leave must be submitted within 21 calendar days but no less than two (2) duty days (seven (7) calendar days) in advance of the requested day off. The two (2) day notice requirement may be waived by the Division Director due to extenuating circumstances.
- C. The employee will receive a reply from administration within ninety-six (96) hours of request.
- D. The Department will normally approve requests on a first come, first serve basis subject only to exceptional operational needs as determined by the Department, in which case the employee will be given a written explanation for denial.

#### 10.7 Sick Leave Accumulation and Conversion:

- A. Present sick leave use, accrual and conversion rules to remain in effect.
  - a) Sick leave earned at the rate of 124 hours per leave year.

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

B. Employees 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 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	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 employees current rate at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

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

10.9 Employees 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.

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

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

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

Example 2: An employee 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 Bargaining unit employees 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.

## ARTICLE 11 CERTIFICATION OF EMPLOYEES

11.1 All Driver Operators, Flight Medic, Rescue, Air Truck, Hazardous Material, Tactical Rescue Team (TRT), Marine Firefighter Unit (MFU), Fire Boat Operator, and Airport personnel in bid positions shall be duly certified by the Miami-Dade Fire Rescue Department. On all three-person Rescue units there shall be at least three (3) state certified Paramedics with Department certification (Protocols). However, one person on each three (3) person unit may be replaced with a state certified EMT or greater qualification only for the following reasons:

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

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

Effective April 1, 2005, the Department will staff the Hazardous Materials Units, Technical Rescue Units, and Marine Firefighting Units with certified personnel as follows:

### **Hazardous Materials Units**

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

Rescue 28 – Staffing of one (1) Officer and two (2) Firefighters. The Officer and one (1) Firefighter must be Department certified as a Hazardous Materials Technician. Both employees must also be “Haz-Tox” certified by the Department.

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

### **Technical Rescue Units**

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

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

## **Marine Fire Units**

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

Effective April 1, 2006, the Department will staff each position on these units with duly certified personnel, however, one (1) Firefighter position may be filled by a non-certified Firefighter for the same seven (7) reasons an EMT may ride on a three (3) person Rescue Truck as listed in Article 11.1. This staffing exception will not apply to Haz-Mat 17 and USAR 1, which will be staffed only with duly certified personnel. Rescue 28, will only require two (2) of the employees on the unit to hold "Haz Tox" certification.

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

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

11.3 Upon successful completion of the Driver Operator and Rescue certification test personnel will not be required to recertify during the term of this Agreement. Announcement of the test will be posted in all Fire Stations thirty (30)

days prior to the administration of the test. All applicants will be tested. Periodic re-evaluation of any certified employee's performance may be conducted when the Department has a reasonable basis for such re-evaluation. The employee will be notified in writing of the reason for re-evaluation.

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

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

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

## ARTICLE 12 JOB DUTIES

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

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

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

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

## ARTICLE 13 STAFFING OF APPARATUS

13.1 The County agrees to provide minimum staffing for fire fighting equipment in active service. In order to provide a minimum level of safety to

personnel in the bargaining unit, apparatus in service shall be staffed with no less than:

Operations Division

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

Unit consisting of the following personnel:

One (1) Paramedic Officer in Charge (OIC)

And one (1) tailboard Paramedic.

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

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

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

13.2 Airport Division:

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

1. The Miami International Airport - Forty-eight (48) persons.

Engine 12, the pumper unit, will be staffed with four (4) persons.

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

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

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

\* The current allocation of daily in-service training slots is 55. The total of 55 is derived by riding one light per Battalion (13 personnel), and two suppression apparatus (8 personnel) and two transport Rescue

apparatus (6 personnel) out of service for training per each Operations Divisions 1, 2 and 3 (42 personnel). The 55 training slots are the daily maximum available at any one time without the override approval of the Assistant Chief for Operations. Training may be cancelled at anytime pursuant to Department operational necessity.

One per Battalion (13 Battalions)	13
Division 1 – (2 suppression, 2 Transport Rescue)	14
Division 2 – (2 suppression, 2 Transport Rescue)	14
Division 3 – (2 suppression, 2 Transport Rescue)	<u>14</u>
	55

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

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

## ARTICLE 14 ASSIGNMENTS AND TRANSFERS

14.1 All bids on operations positions excluding forty (40) hours staff positions of the rank of Chief Fire Officer will be awarded to the most senior person meeting minimum qualifications; except, that bids for positions in Rescue, as Driver Operators, at the Airport, on the Air Truck, on a Hazardous Materials Unit, on TRT and Marine Firefighter units which require certification, will be awarded in accordance with the following:

- A. Driver Operator: Driver Operator bids will be awarded to the senior certified bidder. If no bidder has certification the bid will be awarded to the senior bidder. Certification preference on Fire apparatus is limited to basic Driver Operator Certification. Specialty apparatus certification, I.E., squirt, aerial, etc., shall be required during the bid period.
  
- B. ALS: Minimum requirement is State Paramedic Certification to bid ALS positions. ALS bids will be awarded to the senior certified bidder. Bid preference is:
  - (1) Department certification paramedics.(State certified Paramedic with Protocols)
  
  - (2) State certified paramedics. (Must become department certified (Protocols) during the bid period).

- C. Airport: Bids will be awarded to the senior certified Airport Rescue Firefighter (ARFF), formerly known as CFR, bidder. If no bidder is certified, the bid will be awarded to the senior bidder. Temporarily assigned personnel to the Airport Division will have the bid period to obtain certification (ARFF).
- D. Air Truck: Bids will be awarded to the senior certified bidder. If no bidder is certified, the bid will be awarded to the senior bidder who will have the bid period to certify.
- E. Non-operations positions for Flight Medic will be awarded to the senior certified bidder.
- F. HAZARDOUS MATERIALS: Bids will be awarded to the senior certified Hazmat Technician bidder. If no certified Hazmat Technician bidder, the position will remain vacant.
- G. CR Fire Fighter bids will be awarded to the senior certified bidder. If no bidder has certification, the bid will be awarded to the senior bidder. Certification preference for CR Fire Fighter is limited to basic driver operator certification with the exception that for Haz-Mat and TRT CR bids, certifications are also required.
- H. T.R.T. and Marine Firefighter bids will be awarded to the senior certified bidder.

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

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

14.3 Where department requirements provide for an evaluation of applicants qualifications, evaluation of job performance, written test, and demonstrated abilities to perform in the position sought, qualifications will be relevant to the position bidden. A written description of those qualifications will be provided to Local 1403, two (2) weeks prior to the bid announcement. The same criteria will be applied equally to each bidder in establishing the relative ranking. Time-in-grade will be a major consideration in making selections among those bidding. If all qualifications are equal, the most senior person will receive the award. In the

event employees were hired or promoted on the same date, time-in-grade seniority for bid purposes will be determined by the employee's position on the eligibility list.

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

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

14.6 The department may move an employee from his/her bid position for up to four (4) shifts or parts thereof, for each year of this agreement. If, however, an employee is moved without his/her consent, the department shall first seek volunteers for the move from the concerned battalion. Additionally, the Department shall have the authority and discretion to move employees up to 6 times for each year of this Agreement, while attempting resolution of personnel conflict issues.

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

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

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

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

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

14.12 Back-up Drivers

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

- a. When the Driver Operator is on CR, the CR Fire Fighter has preference for driving as long as the Fire Fighter is qualified or certified on the apparatus.
- b. With the senior certified Driver holding certification and riding the apparatus in question.

- c. In the absence of (a) or (b), the position will be filled by a Driver fully qualified on the apparatus in question.
- d. Qualifications will be attested to by the company officer of the apparatus in question.
- e. The above procedures will also apply to holdover, vacation relief and exchange time Driver-operator.

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

#### ARTICLE 15 RELIEF PERSONNEL

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

#### ARTICLE 16 PROMOTIONAL EXAMINATIONS

16.1 The County agrees that the Director of the County Fire-Rescue Department will consult with representatives of the Union as to the training and experience requirements which will be established for promotional examinations in the various Firefighter classifications. The Union shall be consulted on any

additions or deletions to the current study material and no additions or deletions shall be made following the announcement of the opening date to sign up for the promotional exam, except by mutual agreement. The County shall provide each applicant a complete set of all suggested study material, excluding books published by an outside publisher.

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

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

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

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

Lieutenant - Four (4) 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 have five (5) years of continuous service

from date of hire as a Firefighter and shall be required to be a State Certified, Department Protocol Paramedic

Captain - Three (3) years continuous service as a Lieutenant;

Chief Fire Officer - Two (2) years continuous service as a Captain.

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

16.7 The County agrees to allow 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 Promotions will be made within two (2) pay periods after the vacancy occurs (if a current eligible list is in effect). This method will not be used to request overages. However, for people on long term disability and not expected back, overages will be requested by the Fire-Rescue Department. If a freeze in hiring and/or promotions is imposed by the County Manager, Local 1403 retains

the right to intercede with the County Commission if the Fire-Rescue Department has been unable to make promotions within the agreed two (2) pay periods.

## ARTICLE 17 EDUCATION

17.1 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 shall be paid by the County if the activity or course is required by the department.

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

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

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

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

17.6 Effective upon ratification of this Agreement, the Fire Department will provide 100% tuition refund to those employees 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. The physical shall be conducted at contracted facilities mutually agreeable to the department and the union and shall consist of the following minimum requirements:

1. 12 lead EKG--interpreted by a licensed cardiologist when abnormalities are identified
2. Complete blood test.
3. Hearing test.
4. Lung volume test.
5. Treadmill stress test if recommended by the examining physician or by the employee's physician.
6. Other diagnostic tests as required by the Physician.
7. Vision test.
8. Chest X-ray at employee's option
9. Toxicology and Alcohol Test
10. Mammogram upon request
11. Hepatitis screening and immunization upon request.
12. Prostate Specific Antigen (PSA) tests will be provided to all males age 50 or over and to other males if recommended by the examining physician. Upon request by the employee, the test will be provided to those males age 40 or over.
13. Heavy Metals Testing at employee's option

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

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

returning to duty in accordance with the provisions of the 2003 edition of the National Fire Protection Association (NFPA) 1582, Section 9.1.

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

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

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

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

## ARTICLE 20 BULLETIN BOARDS

20.1 The County shall establish in each station and bureau office a bulletin board for the posting of Union notices. Material will be subject to review, prior to

posting, by the Department with the Union to be notified within twenty-four (24) hours of receipt of material. The bulletin board will be at least 36" x 48" in size.

#### ARTICLE 21 UNION ACTIVITY

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

#### ARTICLE 22 UNION REPRESENTATIVES

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

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

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

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

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

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

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

22.8 In addition to the sections above, association representatives may receive up to 360 hours of administrative leave per month to be used at the mutual agreement of the Association President and the Department Director for the benefit of the County and Fire-Rescue Department personnel.

### ARTICLE 23 LABOR-MANAGEMENT COMMITTEE

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

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

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

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

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

#### ARTICLE 24 SAFETY STANDARDS AND EQUIPMENT

24.1 All protective clothing, equipment, tools, appliances, and apparatus will meet or exceed N.F.P.A. safety standards, Federal standards, or other recognized safety standards such as U.L., U.S.B. of Mines, etc., at the time the bid is let for purchase unless waived by a unanimous vote of the Safety Committee.

24.2 The Health and Safety Committee established by this Agreement may evaluate changes in specifications for bids in protective clothing, equipment,

tools, appliances, and apparatus before and after implementation by the department and may issue reports to the Director and the County Manager concerning such changes. Once recommended changes are approved by the Director and County Manager's Office, budget implementation will be effective immediately.

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

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

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

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

24.7 Personal gear will be issued one time. It will be maintained in a serviceable condition. It will be replaced by the employee unless it has been

destroyed or damaged in the line of duty in which case it will be replaced by the Department.

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

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

24.10 Effective October 1, 2004 the County agrees to provide Workers' Compensation coverage to Bargaining Unit employees 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.

## ARTICLE 27 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 bid 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 the same biweekly contribution established per employee, for the County's Point of Service (POS) group insurance program.

The parties agree that within 60 days from the end of each calendar year, a reconciliation will occur to establish the actual per employee cost of the Point of Service plan. This reconciliation will be based on claims, capitation, administrative and stop loss fees and other directly related costs for the POS

Plan that are mutually agreed to by the parties for the active Miami-Dade County population, through December 31, less all premiums collected from employees during the calendar year. If the parties cannot mutually agree on these related costs, the dispute may be resolved through the Grievance Procedure as provided for in this Agreement. The balance, divided by the average number of employees in the plan for the calendar year, will be the cost per employee.

In the event it is determined that the reconciled POS cost per employee exceeds the County's normal biweekly contribution made, the difference (or underpayment) will be multiplied by the average number of employees enrolled in the Union plan for the calendar year to determine the amount due. Payment of this amount will be made to the Union on or about October 1<sup>st</sup> of the year in which the reconciliation occurs.

If the County's normal biweekly contribution made exceeds the reconciled cost per employee, the difference (or overpayment) will be multiplied by the average number of employees enrolled in the Union plan for the calendar year to determine the amount due to the County. Payment of this amount will be made through a withhold of the balance due from the regular biweekly payment made on or about October 1<sup>st</sup> of the year in which the reconciliation occurs.

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.

In settlement of an outstanding claim, the County will provide additional health insurance contributions to the Union for the calendar years of 2001 and 2002 in the amount of \$1.5 million (\$1,500,000.00) to be paid in three (3) equal installments of \$500,000 each effective in October 2004, October 2005, and October 2006. Additionally, the County will calculate the additional amount of health insurance contributions owed to the Union for the 2003 calendar year. This contribution to the Union for 2003 will also be paid in three (3) equal installments effective in October 2004, October 2005, and October 2006. These health insurance contributions to the Union for the calendar years of 2001, 2002, and 2003 shall hereby resolve and settle any and all outstanding claims and issues, including grievance # 03-09-45 relating to or concerning the County's contribution to the Union's health Insurance plan.

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

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

Organization Plan, the County's employee contribution will be the amount of the County's highest employee contribution to its Dental Maintenance Organization Standard Group Dental Insurance Plan.

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

28.5 The County will also continue to deduct amounts required in excess of the County's contribution to the union plan from employee's paychecks and remit the same along with the County contribution to the insurer.

28.6 Any member who desires to enter the County Group Insurance plan who has either withdrawn from the plan or not joined the plan in accordance with its terms shall be subject to the requirement of a physical examination at the employee's expense if an examination is required by the insurer.

28.7 The parties agree that bargaining unit employees will be afforded the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the County and the qualified Health Maintenance Organization.

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

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

28.10 The County will provide an annual \$600 contribution to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance or the Flexible Benefits Plan. Effective January 2004, this annual contribution to the Flexible Benefits Plan will be increased by \$200 to a total of \$800. Effective January 2005, this annual contribution to the Flexible Benefits Plan will be increased by \$200 to a total of \$1,000.

28.11 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.

28.12 The County will provide an annual contribution of \$350,000 to the Dade County Association of Firefighters Local 1403 for the purpose of supplementing the funding of the Union's medical insurance program for retired members of the plan to be paid in January 2004, January 2005, and January 2006.

28.13 The County will contribute \$100,000 annually to the Union for the purpose of supporting the funding of the Firefighters' Wellness Center.

28.14 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.

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

#### ARTICLE 29 SHIFT EXCHANGE

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

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

- B. Exchange of time shall be in increments of twenty-four (24) hours or less as required by the employees being relieved.
- C. Exchange requests must be made forty-eight (48) hours in advance.
- D. Exchange requests shall be subject to advance approval by the Immediate supervisor.
- E. Exchanges will be limited to twenty-six (26) shifts per year per employee and may not be for more than five (5) consecutive shifts. This provision may be extended upon the written authorization and approval from the Department's Fire Chief.
- F. Any exchange for Union business shall not be covered by this Article.

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

ARTICLE 30 SAVINGS CLAUSE

30.1 All job benefits authorized by the County and heretofore enjoyed by the employees which are not specifically provided for or abridged by this

Agreement shall continue under conditions upon which they had previously been granted.

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

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

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

#### ARTICLE 31 PERSONAL LIABILITY PROTECTION

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

agent of the County which arises as a result of any act, event, or omission of action within the scope of his/her employment or function.

## ARTICLE 32 FIRE AND RESCUE OFF DUTY SERVICES

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

32.2 Any function or enterprise asking for, or requiring, Fire Rescue Extra Duty Services, shall use off duty personnel from the Extra Duty Services list. In the event that the Department cannot fill all extra duty "firewatch" assignment requests requiring technical Life Safety Code knowledge, from within the bargaining unit, the Department may offer the positions to civilian Fire Safety Specialists.

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

32.4 Effective the beginning of the first pay period immediately following the ratification of this Agreement, all extra duty assignments at Pro Player Stadium and Homestead Motor Speedway with an attendance of 40,000 or more patrons, shall be paid at \$3.00 per hour above the normal rate of pay.

### ARTICLE 33 VOTING

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

### ARTICLE 34 SERVICES TO THE UNION

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

34.2 Local 1403 will submit material to be placed with the checks within a reasonable time prior to the checks going out. Those attachments will be informative to the members and will not be a burden on Miami-Dade County or the Fire-Rescue Department. Requests following the above guidelines will be

approved, however, management may ask Local 1403 for assistance in attaching those to the checks.

#### ARTICLE 35 USE OF PRIVATE VEHICLE

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

#### ARTICLE 36 LONG SERVICE PAY PREMIUMS

##### 36.1 Service In Grade Pay :

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

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

salary range. Such advancement will be one pay step beyond longevity Step 1.

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

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:

<u>Years of Completed Full-Time Continuous County Service</u>	<u>Percentage Payment of Base Salary</u>
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 INJURIES

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

#### ARTICLE 39 SEVERABILITY

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

#### ARTICLE 40 STRIKES AND LOCKOUTS

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

perform assigned work shall be subject to disciplinary action, up to and including discharge.

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

#### ARTICLE 41 AMENDMENT

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

## ARTICLE 42 DUTY VEHICLE AND RADIOS

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

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

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

## ARTICLE 43 PERSONNEL FILE

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

## ARTICLE 44 Wages

### First Year 2003-2004

Effective the beginning of the first pay period in July, 2004 all employees in bargaining unit classifications shall receive a four percent (4%) wage increase.

### Second Year 2004-2005

Effective the beginning of the first pay period in July, 2005 all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

## ARTICLE 45 Term of Agreement and Reopener

45.1 Upon ratification by the Union and approval by the Board of County Commissioners of Miami-Dade County, Florida, this Agreement shall be effective October 1, 2003, and shall continue in effect until September 30, 2006.

45.2 The issue of overtime compensation for Chief Fire Officers will be reopened for negotiations subsequent to the ratification of this Agreement. Either party may require by written notice to the other any time between January 1, 2005 and not later than April 15, 2005 a reopening of this Agreement in the third year (October 1, 2005 to September 30, 2006) to negotiate with respect to Article 44 Wages only. Additionally, the parties may mutually agree, at any time during

the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects, classification studies, or County Pay Plan redesign.

45.3 Either party may require discussions concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2006, by requesting same, in writing, of the other party between January 1 and not later than April 15, 2006. If neither party submits such written notice during the indicated period, this Agreement shall be automatically renewed for the period October 1, 2006 through September 30, 2007.

#### ARTICLE 46 PAYCHECKS

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

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

46.3 In the event an employee loses a check it will be replaced on that day or the next business day after the Fire-Rescue Department personnel officer receives a signed and notarized statement from employee of such loss. If the employee has an accumulated leave value less than the value of the lost check(s), a co-signor who will be responsible for the debt may be required.

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 EMPLOYEE WORKING CONDITIONS

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

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

47.3 Certified drivers shall be issued driver name tags.

ARTICLE 48 COMMUNICATION

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

ARTICLE 49 TOXICOLOGY AND ALCOHOL TESTING

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

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

49.3 The Department shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The Department agrees that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Miami-Dade County Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances.

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

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

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

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

# APPENDIX A

## Fire Prevention Division

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### Assignment Pay:

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

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

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

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

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

### Fire Prevention Inspector I requirements:

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

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

Assignment Pay:

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

Fire Prevention Inspector II requirements:

- Fire Prevention Inspector I
- Employees must perform 30 inspections for each type of occupancy and pass the following types of occupancy inspection evaluations, administered by the Division Training Officer:
  - Assembly occupancy
  - Industrial occupancy
  - Apartment building occupancy ( > 3 Stories)
  - Multi-story Storage occupancy
  - High-Rise buildings (as secondary inspector)
  - Combination of the following occupancies:
    - Day care center
    - Family day care
    - Group home
    - Adult family care home
    - Residential child care
    - Group day care
    - Assisted living facility
- Inspector will be required to verbalize understanding of and explain the self-service fueling station guide-sheet to the Division Training Officer.

Assignment Pay:

- Employees assigned full time to the Fire Prevention Division who have attained and maintain Fire Inspector II Certification shall

receive *an additional 2% (for an accumulative total of 3%)* above their regular rate of pay.

Fire Prevention Inspector III requirements:

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

Assignment Pay:

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

Assignment Pay Supplements:

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

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

## Fire Investigation Bureau

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

### Fire Prevention Investigator I requirements:

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

### Assignment Pay

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

### Fire Prevention Investigator II requirements:

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

### Assignment Pay

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

### Fire Prevention Investigator III requirements:

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

### Assignment Pay

- Employees assigned full time to the Fire Investigation Bureau who have attained and maintain Fire Investigator III Certification shall receive *an additional 3% (for an accumulative total of 6%)* above their regular rate of pay.

### Fire Prevention Investigator IV requirements:

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

### Assignment Pay

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

## INSPECTIONS BUREAU OIC AND FIRE ENGINEERING BUREAU OIC

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

Minimum qualifications required to bid vacancy:

- State of Florida Fire Safety Inspector I Certification

And

Bachelors Degree in one of the following disciplines:

- Bachelors in Architecture, Civil Engineering or Fire Protection Engineering

Or

- Required to have the following experience:

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

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

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

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

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

- Combination of the following occupancies:
  - Day Care Center
  - Family Day Care
  - Group Homes
  - Adult Family Care Home
  - Residential Child Care
  - Group Day Care
  - Assisted Living Facility
  
- Employees must have performed **10** inspections for each occupancy and pass the following types of occupancy inspection evaluations, administered by the Division Training Officer:
  - Special occupancies
  - Educational occupancies
  - Fire pumps
  - Generators
  
- Employees must perform **5** inspections in high-rise buildings as a lead inspector in training, and pass an occupancy inspection evaluation on high-rise buildings, administered by the Division Training Officer.
  
- Inspector will be required to verbalize understanding of and explain the self-service fueling station guide-sheet to the Division Training Officer.

Recipient of bid is required to obtain the following Certifications:

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

And

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

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

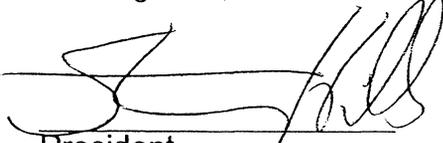
Note: If no "Qualified" bidder responds to the position vacancy announcement, the position will remain open.

Assignment Pay

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

This Agreement signed this 7th day of July 2004.

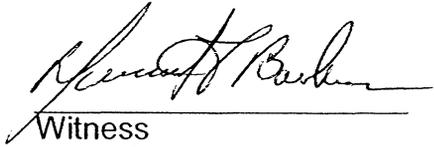
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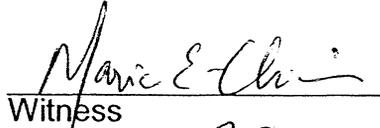
  
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President

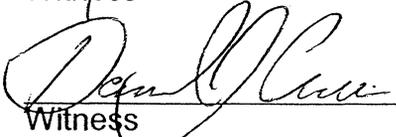
  
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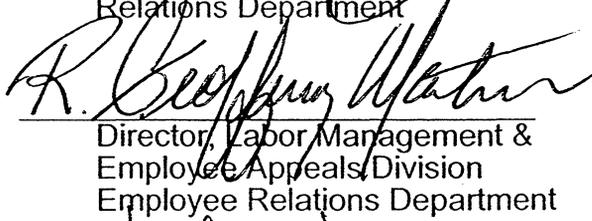
  
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Miami-Dade County

  
\_\_\_\_\_  
County Manager

  
\_\_\_\_\_  
Director, Miami-Dade  
Fire Rescue Department

  
\_\_\_\_\_  
Director, Employee  
Relations Department

  
\_\_\_\_\_  
Director, Labor Management &  
Employee Appeals Division  
Employee Relations Department

  
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## INDEX

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
41	Amendment	73
-	Appendix A - Fire Prevention Division	80
5	Arbitration	8
6	Assignment Pay Supplements	10
14	Assignments and Transfers	38
20	Bulletin Boards	50
9	Call Back, Court Time, and Jury Duty	20
11	Certification of Employees	30
48	Communication	78
37	Dues Check-Off	71
42	Duty Vehicle and Radios	74
17	Education	46
47	Employee Working Conditions	77
32	Fire and Rescue Off Duty Services	67
4	Grievance Procedure	5
28	Group Health Insurance	59
19	Health Services	48
12	Job Duties	34
23	Labor-Management Committee	53
10	Leave	21
36	Long Service Pay Premiums	69
3	Management Rights and Scope of Agreement	3
26	Mergers of Other Fire Departments	57
25	Night Differential	56
18	Non-Discrimination Clause	47
7	Overtime	16
46	Paychecks	76
31	Personal Liability Protection	66
43	Personnel File	74
1	Preface	1
16	Promotional Examinations	43
2	Recognition	1
15	Relief Personnel	43
38	Reporting Of Injuries	72
24	Safety Standards and Equipment	54
30	Savings Clause	65
34	Services to the Union	68
39	Severability	72
29	Shift Exchange	64
	Signature Page	87
13	Staffing of Apparatus	34
40	Strikes and Lockouts	72
45	Term of Agreement and Reopening	75
27	Tour Of Duty and Hours of Work	58



<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
49	Toxicology and Alcohol Testing	78
21	Union Activity	51
22	Union Representatives	51
35	Use of Private Vehicles	69
33	Voting	68
44	Wages	75
8	Work In Other Classifications	19



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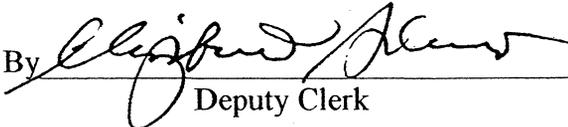
SS:

I, **HARVEY RUVIN**, Clerk of the Circuit Court in and for Miami-Dade County, Florida and Ex-Officio Clerk of the Board of County Commissioners of Said County, **Do Hereby Certify** that the above and foregoing is a true and correct copy of Resolution No. 756-04, adopted by said board of County Commissioners at its meeting held on June 8, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 23<sup>th</sup> day of June, 2004 A.D. 2004.

**HARVEY RUVIN**, Clerk  
Board of County Commissioners  
Dade County, Florida



By   
Deputy Clerk

Board of County Commissioners  
Miami-Dade County, Florida

