

**AGREEMENT**

**BETWEEN**

**CITY OF MIAMI, FLORIDA**

**AND**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

**LOCAL 587**

**OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2014**

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## **AGREEMENT**

THIS AGREEMENT is entered into by the CITY OF MIAMI, FLORIDA, a municipal corporation, hereinafter referred to as the City, and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #587, hereinafter referred to as the Union. The City and the Union shall jointly hereinafter be referred to as the Parties. It is the intention of this Agreement to provide for wages, fringe benefits and other terms and conditions of employment. It is further the intention of this Agreement to prevent interruption of work and interference with efficient operation of the City of Miami and to provide for an orderly, prompt, and just manner of handling grievances.

**ARTICLE 1**  
**RECOGNITION**

**1.1.** The City hereby recognizes the Union as the sole and exclusive bargaining agent for all persons in the Fire Department within the following classifications: Firefighter, Fire Lieutenant, Fire Captain, and Chief Fire Officer. Excluded are all other employees and classifications, and specifically excluded are: Fire Chief, Deputy Fire Chief, Assistant Fire Chief, and Executive Assistant to Fire Chief.

**ARTICLE 2**  
**NO STRIKE**

**2.1.** "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, or picketing in furtherance of a work stoppage either during the term of the Collective Bargaining Agreement or after the expiration of a Collective Bargaining Agreement.

**2.2.** Neither the Union, nor any of its officers or agents, nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any strike, sympathy strike, slowdown, concerted stoppage of work, picketing in support of a work stoppage, or any other activity which prohibits an employee from reporting for duty.

**ARTICLE 3**  
**UNION BUSINESS**

An employee organization time pool is hereby authorized subject to the following:

**3.1.** The City agrees to establish a one time pool bank of six thousand (6,000) hours per fiscal year to be used in accordance with the provisions of this Article and during the term of this Agreement. All unused hours will be carried over to the following fiscal year.

**3.2.** For each bargaining unit member, except the Employee Organization President and designee on full time release, who is authorized to use time from the time pool, the President or his designee shall fill out the appropriate form as provided by the City. This form shall be processed through channels of the bargaining unit member who is to use the pool time. The form will be processed as soon as possible and when possible will be in the office of the Fire Chief seven (7) calendar days prior to the time the employee has been authorized to use the pool time.

**3.3.** Bargaining unit members shall be released from duty on pool time only if the needs of the service permit, but such release shall not be unreasonably denied. If because of the needs of the service a bargaining unit member cannot be released at the time desired, the Employee Organization may request an alternate bargaining unit member be released from duty during the desired time.

**3.4.** Employee Organization Time Pool hours will be used on an hour for hour basis, regardless of the hourly rate of the bargaining unit member using Time Pool time. Effective October 1, 2006, the hours used by the Employee Organization President while released from duty shall no longer be charged against the Employee Organization Time Pool Bank.. In reporting a bargaining unit member's absence as a result of utilizing the Organization Time Pool, the daily attendance record shall reflect:

"John Doe on EUP" (Union Time Pool)

**3.5.** Any injury received or any accident incurred by a bargaining unit member whose time is being paid for by the Employee Organization Time Pool, or while engaged in activities paid for by

the Employee Organization Time Pool, except the Employee Organization President and the designee when on full-time release, shall not be considered a line-of-duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of his employment by the City within the meaning of Chapter 440, Florida Statutes as amended. This section shall not include benefits attainable through F.S. 112.181.

**3.6.** Upon written request through channels, only the Employee Organization President and a designee will be released for the term of this Agreement from his or her regularly assigned duties for the City of Miami Fire Department. The terms of this Agreement for such release are only to be implemented if the following qualifications are met by the Employee Organization:

- A.** The Local 587 President and a designee will reasonably be available at the Local 587 Office currently located at 2980 N.W. South River Drive, Miami, Florida, 33125, for consultation with the Management of the City.
- B.** The Employee Organization President shall be the only Bargaining Unit representative released on "EUP" time to appear before any City Board or Commission. In the absence of the President, the President's designee may represent the Employee Organization; however, the designee must comply with Section 2 of this Article.
- C.** The Time Pool will be charged for all hours during which the designee is off-duty release except for absences due to use of vacation leave, compensatory leave, sick leave, or holidays will be charged to the designee's employee leave accounts. The Employee Organization President and designee shall not be eligible for overtime or compensatory time, unless performing work in excess of the normal work week for the Fire Department in his/her civil service classification.

**3.7.** All applicable rules, regulations, and orders shall apply to any bargaining unit member on time pool release. Violations of the above-mentioned rules, regulations and orders shall

subject the bargaining unit member on pool time to the regular disciplinary processes currently provided for in the Miami Fire Department.

**3.8.** The City reserves the right to rescind the provisions of this Article in the event any portion of the Article is found to be illegal. Canceling the Article shall not preclude further negotiations of future employee pool time.

**3.9.** Each bargaining unit member covered by this Agreement may voluntarily contribute vacation time to the Time Pool in twelve (12)-hour increments.

**3.10.** Each bargaining unit member who wishes to donate time will use a time pool donation form, which will be provided by the City. This form shall include language releasing the City from any and all liability to pay for vacation time contributed by the bargaining unit member to the Time Pool.

**3.11.** The Union will be allowed up to three (3) bargaining unit member representatives who shall be permitted to participate in labor contract negotiation sessions while on duty with no loss of pay or emoluments.

**ARTICLE 5**  
**DISCRIMINATION**

**4.1.** No employee covered by this Agreement will be discriminated against with regard to any job benefits or other conditions of employment accruing from this Agreement because of age, race, ethnicity, religion, national origin, union membership, gender, disability or sexual orientation.

**4.2.** All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**ARTICLE 5**  
**PREVAILING BENEFITS**

**5.1.** Job benefits heretofore authorized by the City Manager, continuously enjoyed by all employees covered by this Agreement and not specifically provided for or abridged by this Agreement, shall continue upon the conditions by which they had been previously granted.

**5.2.** This Agreement shall not be construed to deprive any employee of benefits or protection granted by the laws of the State of Florida, ordinances of the City of Miami, or resolutions of the City of Miami in effect at the time of execution of this Agreement.

**5.3.** The City and the Union will meet at the request of the City to negotiate any proposed changes in those rights and benefits not specifically covered by the Agreement, provided however no changes shall be made in the language or intent of this Agreement except by mutual consent.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

**6.1.** It is understood and agreed that the City possesses the sole right to operate the Fire Department and that all management rights are expressly reserved to the City of Miami, but that such rights must be exercised consistent with the provisions of this Agreement. These rights include, but are not limited to, the following: discipline or discharge for just cause; direction and supervision of all personnel; the hiring, the assignment or transfer of employees; determination of the mission and objectives of the Fire Department; determination of the methods, means, and number of personnel needed to carry out the Fire Department's missions and objectives; introduction of new or improved methods or facilities; and scheduling of operation and shifts.

**6.2.** The parties agree that it is in the interest of all parties to jointly gather as many prior Memorandums of Understandings (MOUs), grievance settlements, and other agreements, etc. in order to establish a Book of Understandings (BOU). The purpose of the BOU is to have an easily referenced resource manual on agreements, settlements, verdicts, binding decisions, etc. between the City and/or the Fire Department and the Union. The parties shall immediately, upon ratification, start the process of gathering the MOUs, etc. in order to establish the BOU.

**6.3.** The parties also agree that in no way should this BOU and the agreement to set up this BOU, limit the rights of the Union and its membership under Article 5: Prevailing Benefits.

**6.4.** The parties agree to continually update the BOU when new MOUs are entered into between the parties, or other binding decisions or agreements are generated or found.

**ARTICLE 7**  
**UNION REPRESENTATIVES**

7.1. Representatives of the Union who are not employees of the City shall be certified in writing to the Fire Chief. Certified representatives may be allowed to meet with individual employees on City property during working hours to carry on normal business of the Union, if the Fire Chief has prior knowledge of such activity and such visitation does not interfere with efficient operations.

**ARTICLE 8**  
**NOTICES**

**8.1.** The City agrees to make available to the President of the Union the following notices or bulletins: City Commission Agenda; changes or additions to the City Administrative Policy Manual and the Personnel Policy Manual; Budget Estimate as distributed by the City Manager to the City Commission which shall include the Fire Department estimate. Such notices or bulletins will be picked up by a Union representative at the Labor Relations Office during normal work hours, or be transmitted through the interoffice mail to a location designated by the Union President.

**8.2.** In the course of conducting business, the parties agree that the furnishing of documents at no cost to the Union by the City is a normal practice. Public Records requests made by the Union or their representatives exceeding one hundred (100) pages or requiring administrative research or time, shall be furnished to the Union at a twenty percent (20%) discount.

**ARTICLE 9**  
**SHIFT EXCHANGE**

**9.1.** Employees shall have the right to exchange shifts under the following circumstances:

- A.** He may owe up to eight (8) shifts at any one time including "R" days.
- B.** He may be owed up to eight (8) shifts at any one time including "R" days.
- C.** Employees may exchange time but in no event will an exchange of time result in the employee working in excess of two consecutive tours of duty.
- D.** Trading of time must be done voluntarily by the employees.
- E.** The reason for the shift exchange is not related to City business.
- F.** The period during which time is traded and paid back does not exceed twelve months.
- G.** The City incurs no overtime obligation as a result of the shift exchange.
- H.**
  - 1)** Exchange of time shall not occur between firefighters and officers.
  - 2)** Exchanges of time between officers within the Emergency Response Division may occur at the same rank, at one (1) rank below, or at one (1) rank above, the officer's rank.
  - 3)** With the restrictions set forth above, personnel assigned to Advanced Life Support positions may exchange time with personnel who are state certified paramedics.

**ARTICLE 10**  
**VACANCIES - PROMOTIONS**

**10.1.** When a classified permanent promotional vacancy occurs in any position it shall be filled within a reasonable period of time after the official severance of the vacating Fire Department member. Filling of all vacancies shall be in accordance with the Civil Service Rules and Regulations, so long as they are not inconsistent with provisions of this Agreement. All vacancies shall be filled from the promotional register in effect at the time the vacancy occurs. If a promotional register is not in effect, vacancies will be filled from the next promotional register.

Promotions will be to the effective date of vacancy for the classified position. For pay purposes, if the City fails to promote within thirty (30) calendar days from the effective date of the vacancy, retroactive pay shall be paid beginning thirty-one (31) days from the effective date of the vacancy.

**10.2.** This provision shall not apply when a freeze is declared by the City Manager or the position is abolished. Once a freeze is lifted, vacancies shall be filled as outlined in 10.1.

**10.3.** The Department of Human Resources will keep the members of the bargaining unit covered by this Agreement advised as to promotional opportunities to positions within Article 1 - Recognition.

**10.4.** Further, the Human Resources Department Director will advise eligible applicants for promotional opportunities of the general area to be reviewed for preparation prior to the exam.

**10.5.** The Fire Department Book Review Committee will review and discuss books and technical publications they deem worthy of consideration by the Human Resources Department for testing purposes. The Human Resources Department and the Book Review Committee or its representative shall meet and discuss the books, materials, scoring procedures, weights of books, etc. to be used in the promotional examinations for all positions covered by this collective bargaining agreement. Such input from the Book Review Committee will be received and considered by the Human Resources Department, but should not be binding on its usage by the Human Resources Department.

**10.6.** All promotional registers for Lieutenant, Captain, and Chief Fire Officer shall remain in effect for a period of two (2) years from the date the register becomes effective, unless the register is exhausted.

**10.7.** Promotional examinations for classified bargaining unit positions shall be given as soon as possible after the expiration of the previous promotional register for the classified position. The cutoff date to determine seniority and eligibility for the examination will be the first day the examination is administered provided the examination is administered within thirty (30) days of the expiration of the previous promotional register. If the examination is administered later than thirty (30) days from the expiration of the previous promotional register, the cutoff date for seniority and eligibility shall be thirty (30) days from the expiration date of the previous promotional register. The effective date for new promotional registers will be thirty (30) calendar days from the expiration date of the previous promotional register for the classified position, regardless of when the test was given.

**10.8.** Promotional registers for Lieutenant, Captain, and Chief Fire Officer shall have ties broken using seniority credit that was not previously used in calculating the seniority score

for the exam. If a tie still exists, it shall be broken in favor of the highest ranking Firefighter on the Department seniority list for the Lieutenants' register, or the highest ranking Officer on the appropriate seniority in grade list for the Captains' or Chief Fire Officers' register.

**10.9.** Except where prevented by Federal law or Federal mandate, qualified applicants who are State certified as a Firefighter or State certified as a Paramedic, may be given consideration before other applicants for employment as determined by the Fire Chief.

**10.10.** Lieutenant candidates will be required to be a State Certified Paramedic and have passed the Fire Department driver/engineer course for eligibility to take Promotional exams establishing registers after October 1, 2000.

**10.11.** (a) The parties agree that for all Fire Promotional Exams administered after ratification of this agreement, the City shall require any outside testing provider/vendor to allow all testing candidates to review their full completed testing exam including any and all information provided to or produced by assessors, except for the assessors' notes. All documents, criteria, evaluations, comments, or feedback provided to or produced by any Oral Board Exercise/Assessment Center Assessors, except for the assessors notes, shall be provided to testing candidates for their review after testing scores are released. Candidates will be provided within a reasonable period after completion of their exam, one opportunity of no less than 2 hours to review the assessor information described above. The candidate will not be allowed to copy, photograph, take notes or remove any of the materials during the review.

(b) The City will provide sufficient training reasonably aimed at successful performance in the Oral Board Exercise/Assessment Center portion of the exams.

(c) The City and The Union agree to implement changes to the Oral Board Exercise/Assessment Center portion of the Fire Captain and Chief Fire Officer Exams,

which are in the best interest of both parties. To that end, a Labor Management Fire Promotional Exam Panel shall be established to achieve these changes.

(d) The specifications for any Fire Promotional Exam administered after ratification of this agreement shall be determined by a Labor Management Panel comprised of four (4) members selected by the City and four (4) members selected by the Union. The panel shall have access to the assistance of an independent mutually agreed upon expert at a cost to the city not to exceed \$25,000.00. If there is a consensus among Panel members by January 15, 2013 for the specifications of the 2012/2013 Fire Captain and Chief Fire Officer Fire Promotional Exams, then those specifications shall be utilized by the City Manager. If there is no consensus among Panel members by January 15, 2013 for the specifications of the 2012/2013 Fire Captain and Chief Fire Officer Exam, then two (2) separate reports shall be submitted to the City Manager within ten (10) business days. The City Manager shall not enter into agreement with the Testing Vendor until he has received both reports. The City Manager's decision with regard to the specifications is final and is not grievable.

(e) The specifications for all subsequent Fire Promotional Exams shall also be determined by the Labor Management Panel as described above. If there is no consensus among the Panel members by August 1, 2013 for the specifications of the 2013/2014 Promotional Exams, then the procedure described in paragraph *d* shall apply.

**ARTICLE 11**  
**BULLETIN BOARDS**

**11.1.** The City shall furnish at each Fire station, Fire Prevention Bureau, Fire College, Fire Central Information Office, Headquarters Building, Fire Shop and Fire Chief's Office and any other location where four (4) or more bargaining unit members are assigned, unless restricted by terms of a lease or other legal restriction, space for bulletin boards for the purpose of Union notices. If restrictions exist, the parties agree to discuss alternate means of communication. Any notice placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing such notice or item on the board.

**11.2.** Notices shall not contain anything reflecting adversely on the City or any of its officers and no material, notices or announcements, which violate the provisions of this Article, shall be posted.

**11.3.** Notices posted must be dated and bear the signature of the Union President or his authorized representative.

**ARTICLE 12**  
**LINE OF DUTY INJURIES**

**12.1.** The City agrees to pay all medical and hospitalization expenses incurred by any employee covered by this Agreement who is found to have sustained a compensable line-of-duty injury as provided for by the Worker's Compensation Law of the State of Florida, however, the parties agree to establish a Fire Labor/Management Committee to establish policies and to determine how to provide medical treatment and equipment, etc. medically equivalent to that prescribed, by the most efficient and cost effective means to curtail excessive medical costs for accepted claims in the following areas:

Health Club and Country Club memberships

Capital improvements on the home

Transportation

Medical equipment for home use

More than two (2) requests for change of physician

Should the injured bargaining unit member choose a provider for assessment and initial treatment outside the provider network, the City does not waive its right to negotiate a fee with the provider.

The Fire Labor/Management Committee shall consist of one member appointed by the IAFF President, one member appointed by the Fire Chief, and one member selected by these two (2) individuals. An individual appointed by the Director of Risk Management will serve as a technical advisor and liaison with the medical community.

**12.2.** The parties agree the City will pay the state mandated workers' compensation indemnity payments to eligible bargaining unit members as a check separate from any other salary to which a bargaining unit member may be entitled. The bargaining unit member agrees

to sign this workers' compensation check back to the City. The City will also issue a second check to the employee, which will consist of an amount equal to the workers' compensation payment and the supplementary salary as set out, and subject to the limitations below. After those deductions with mandated preference under federal law, the City agrees to take deductions and/or credits from this second paycheck in the following order: workers' compensation,\*<sup>1</sup> pension, health insurance, and any other deductions. The parties agree that this process is intended to provide the employee with these paychecks without interruptions.

Should the bargaining unit member refuse to return the workers' compensation check to the City, the City shall cease making any deductions for the employee from the second check for pension, health insurance, etc. and the bargaining unit member shall then be completely responsible for making those payments on his/her own, until the employee elects to participate in the paycheck system described above in Section 12.2.

**12.3.** The City agrees that any employee covered under this contract who is disabled as a result of any accident, injury or illness incurred in the line of duty shall be granted supplementary salary subject to the following conditions: Supplementary salary will be paid in the form of a continuation of the employee's regular paycheck of which a part thereof is Workers' Compensation pay as provided by Resolution No. 39802. Pursuant to the above manner of payment, the City will meet its obligations to the state and to the employee and the employee will avoid creating a debt to the City for pension health insurance or other deductions. If the City is unable to implement this program as set out above, the parties agree to meet to devise another system that will accomplish the same goals.

**12.4.** No supplementary salary will be paid to anyone injured while performing an act intended to injure or hurt one's self or another. Supplementary salary shall only be granted for

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\* <sup>1</sup> *Will be indicated on the check as a credit for the City and will be non-taxable.*

a period of one hundred and fifty (150) consecutive days from date of injury. Said supplementary salary may be extended up to an additional sixty (60) consecutive days for serious injuries upon approval of the City Manager and the Fire Chief. The one hundred fifty (150) days begin when the employee is actually placed on "D". While the employee is on "D", such time will be calculated consecutively including days off, "R" days, etc. If the employee is removed from "D", the non-"D" time will not apply to the one hundred fifty (150) day period.

**12.5.** It is agreed by the parties that the combination of supplementary and workers' compensation pay shall not exceed nor be less than one hundred percent (100%) of the bargaining unit member's weekly net base pay (excluding overtime and any pay supplements not included in the bargaining unit member's base salary) prior to the line of duty injury, accident, or occupational disease.

Bargaining unit members who receive supplementary and worker's compensation pay, shall have a weekly amount of \$88.95 (\$177.90 biweekly) deducted from supplementary salary while on worker's compensation. Should the bargaining unit member receive supplementary and worker's compensation pay for less than a week, the \$88.95 weekly deduction shall be prorated as appropriate for the days the bargaining unit member was on worker's compensation. The \$88.95 weekly deduction will be deducted on a priority basis above any other deductions, excluding withholding taxes, FICA, pension, or court ordered deductions.

**12.6.** If an employee remains temporarily disabled beyond the period of time in which he is entitled to collect the 100% supplementary pay benefits, he shall be entitled to supplementary pay equal to the 2/3 "D" payments pursuant to current practice.

**12.7.** If an employee becomes permanently and totally incapacitated from the further performance of the duties of his classified position he shall petition the retirement board for

retirement. The supplementary salary of the difference of 2/3 "D" as described above, shall continue until the retirement is finally granted or denied. The section shall not be construed to modify the employee's rights under the current pension ordinance.

**12.8.** At any time during his absence from duty claimed to be the result of a line of duty injury while an employee is collecting City supplementary pay, the employee shall be required, upon the request of the City Manager, or his designee, to submit to a physical examination by a physician designated by the City Manager within fifteen days of the request. If such employee, without cause, as determined by the City Manager, shall fail to submit to the examination at the time specified, all City supplementary salary benefits will be terminated.

**12.9.** The City agrees to notify and confer with the Union prior to any official action regarding the discontinuance of any supplemental salary benefit related to a line-of-duty injury.

**12.10.** Any condition or impairment of health caused by Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), Hepatitis, Tuberculosis, or Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary can be shown by satisfactory evidence. For the term of the Agreement, any employee covered by this Agreement who tests positive for any aforementioned conditions or diseases shall be entitled at the City's expense to such remedial, palliative, or prophylactic care as may be medically required. Any employee covered by this agreement who refuses to take the pre-employment (post conditional offer of employment) medical examination and all of its components relating to the presumptions within this article, shall not be entitled to the presumption outlined in this section and Florida Statutes 112.18.

The presumption in favor of employees referred to in this section shall not apply to any other contagious disease, which may be contracted by employees. Furthermore, the presumption shall only be applicable to worker's compensation and disability pension benefit

determinations. Nothing in this Agreement shall be construed as a waiver of the City's rights under applicable State law.

**ARTICLE 13**  
**SAFETY COMMITTEE**

**13.1.** There shall be a Safety Committee in the City of Miami Fire Department, which shall consist of nine (9) members. Four (4) members shall be appointed by the Union and four (4) shall be appointed by the Chief of the Fire Department. A member from the Risk Management Department shall be appointed as the ninth non-voting member by the Chief of the Fire Department upon confirmation by the Union President. The ninth non-voting member may be replaced upon a 50% vote of the voting members of the Safety Committee.

**13.2.** The Safety Committee shall meet bimonthly, or more or less often by mutual consent, and such meeting shall be scheduled at the time established by the Chief of the Fire Department. The Chief of the Fire Department, or his designee, shall preside at all meetings.

**13.3.** The purpose of these meetings will be to discuss problems and objectives of mutual concern, concerning safety and health conditions of the Fire Department, but excluding grievances or matters, which are the subject of collective bargaining negotiations between the parties.

**13.4.** Meetings shall be conducted on a semi-formal basis following an agenda which shall include items submitted by any member of the Committee to the Chief of the Fire Department at least five (5) working days prior to the meeting, together with such information as may be helpful in preparing a meaningful meeting agenda program. The agenda shall be provided to each member of the Committee. The Chief of the Fire Department shall arrange for minutes to be taken of each meeting, and for distribution of copies to each member of the Committee. Recommendations of the Committee may be sent to the City Manager or his designee if requested by a member of the Committee.

**13.5.** Agended issues and subsequent discussions on the subject of safety and health shall not limit or preclude the right of the Union to seek enforcement of safety requirements under the Occupational Safety and Health Act, if applicable.

**ARTICLE 14**  
**SPECIAL MEETINGS**

**14.1.** The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time designated by the City. The Union and the City shall be represented by not more than four (4) persons each at special meetings.

**14.2.** Employee representatives of the Union at special meetings will be paid by the City for time spent in special meetings if on duty, but only for the straight time hours they would otherwise have worked on their regular work schedule. Time spent in special meetings shall be considered as hours worked.

**14.3.** No special meeting shall be held unless the Fire Chief is notified in advance and approves the arrangements made for releasing any on-duty Firefighter who is to attend such meeting.

**14.4.** The parties agree to participate in the Labor/Management process as currently established. The Labor/Management process is an ongoing tool for addressing and solving issues and problems concerning the Union, the Department, and the City. Issues are dealt with as they arise and do not require the formalities of reopening negotiations. Any agreements made that have an economic impact on the City must be approved by the City Manager or his designee. It is agreed this process complies with and is an extension of Article 14, as the Labor/Management process applies to collective bargaining.

**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

**15.1.** A grievance is defined as a dispute involving the interpretation or application of the specific provision of this Agreement, except as exclusions are noted in other articles of this Agreement.

**15.2.** A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph or that contains non-identification of a specific articles(s) of this agreement shall be denied and not eligible to advance through the steps of the Grievance Procedure including arbitration. Grievances involving Workers' Compensation are not subject to the grievance procedure of this Agreement; except that a question concerning supplemental salary may properly be processed as set forth in the Article entitled "Line of Duty Injuries."

**15.3.** All employees covered by this Agreement shall be required to make a written Election of Remedy prior to filing any grievance at Step 2 or higher steps or initiating action for redress in any other forum. Such choice of remedy will be made in writing on the Election of Remedy form available at the Department of Human Resources, Labor Relations Division. Any employee electing a remedy other than this grievance procedure shall be denied the use of the Grievance Procedure for the resolution of this specific grievance.

The Union and its members agree that an appeal to any other forum to resolve an issue that would otherwise be subject to this grievance procedure under this Agreement would preclude the use of said Grievance Procedure to resolve such alleged grievable issues.

**15.4.** Nothing in this Article shall prevent the Union from appearing before the City Commission or other City boards on matters concerning the terms and conditions of employment or on any matter affecting the welfare of its members, and such shall not be

considered as an election of remedy under this Article. However, such appearance by the Union shall not be in violation of Florida Statutes, Chapter 447.501(2), (a), (b), (c).

**15.5.** Grievances shall be processed in accordance with the following procedures:

**Step 1.** The aggrieved employee shall discuss the grievance with his immediate officer within seven (7) calendar days of the occurrence, which gave, rise to the grievance. The Union representative may be present to represent the employee, if the employee desires him present. The immediate officer shall attempt to the matter and/or respond to the employee within seven (7) calendar days.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the City, it shall be presented directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance in Step 1 and Step 2 and signed by the aggrieved employees or the Union representative on their behalf. The Election of Remedy form as provided in Section 15.3 of this article shall be completed and attached to grievances presented directly at Step 3. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing. Any grievance not processed by the Union in accordance with the time limits provided in each step of the Article shall be considered conclusively abandoned. Any grievance not processed by the City within the time limits provided herein shall be automatically advanced to next higher step in the Grievance Procedure.

**Step 2.** If the grievance has not been satisfactorily resolved at Step 1, the aggrieved employee or employees shall meet with the Union Grievance Committee on non-City time and non-City property and the Union Grievance Committee shall determine if a grievance exists. If the Grievance Committee decides to advance the Grievance, a Union representative shall reduce the grievance to writing on the standard form provided by the City for this purpose and

present such written grievance to the Fire Chief within forty (40) calendar days from the date of the Step 1 answer was given to the grievance or the Union. The Fire Chief shall meet with the Union representative and shall respond to the Union in writing within seven (7) calendar days from receipt of the written grievance. Within the forty (40) calendar day time frame as outlined above, the Union shall notify the Fire Chief in writing of the nature of the grievance; what specific provision(s) were allegedly violated; whether the Union will advance the grievance, the grievant must submit a written grievance to the Fire Chief within three (3) calendar days of the date on which he was advised by the Union of its position or the grievance shall be considered abandoned.

The parties agree, however, that nothing in this section shall be construed to prevent a member of the bargaining unit from presenting his grievance to the public employer and have such grievance adjusted without the intervention of the Union Representative, if the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect. The Union Representative will be given a reasonable opportunity to be present at any meeting between the grievant and the City representatives for the resolution of said grievance. All of the above must be consistent with the time frames described in the various steps of the Grievance Procedure as outlined herein.

**Step 3.** If the Grievance has not been satisfactorily resolved at Step 2, the Union may present a written appeal to the Director of Human Resources or designee within ten (10) calendar days from the time the Step 2 response was due. The Director of Human Resources or designee shall meet with the Union representative to hear the grievance and shall respond in writing to the Union within fourteen (14) calendar days from the receipt of appeal.

**Step 4.** If the Grievance has not been satisfactorily resolved at the Step 3 level of the Grievance Procedure, the Union or an individual bargaining unit grievant may request a review by an impartial arbitrator provided such request is filed in writing with the Director of Human

Resources or designee no later than twenty-one (21) calendar days after the Director of Human Resources' or designee's response is due in Step 3 of the Grievance Procedure.

**15.6.** The parties to this Agreement will attempt to mutually agree upon an independent Arbitrator. If the parties fail to select an arbitrator, either the Federal Mediation and Conciliation Service or the American Arbitration Association shall be requested for a panel or panels to be submitted. If the parties cannot agree, they will alternate between the two (2). The cost of said panel(s) shall be shared equally by the parties.

**15.7.** The arbitration shall be conducted under the rules set forth by the American Arbitration Association on this subject except that Rules 1, 2, 3, 4, 5, 6, 7(b), 8, 9, 12, 14, 15, 16, 21, 25, 42, and 43 shall not be applicable or utilized by the Arbitrator. Subject to the following, the Arbitrator shall have jurisdiction and authority to decide a grievance as defined in this Agreement. The Arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. 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 this Agreement, or which is not specifically covered by this Agreement; nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede applicable laws in existence at the time of signing this Agreement.

**15.8.** The Arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question, which is presented to him, which question must be actual and existing.

**15.9.** It is contemplated that the City and the Union mutually agree in writing as to the statement of the matter to be arbitrated prior to hearing. When this is done, the Arbitrator shall confine his decision to the particular matter thus specified. When the parties are unable to agree, the Arbitrator shall decide the issue or issues to be arbitrated.

**15.10.** Each party shall bear the expense of its own witnesses and of its own representatives. The parties shall bear equally the expense of the impartial arbitrator. The party desiring a transcript of the hearing will bear the cost of same.

**15.11.** Copies of the award of the arbitration made in accordance with the jurisdiction or authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the hearing and shall be final and binding on both parties.

**ARTICLE 16**  
**SAFETY SHOES**

**16.1.** The City shall, effective upon ratification of the labor agreement, reimburse bargaining unit employees up to \$150 for the purchase of an initial pair of safety shoes, the replacement of same due to job related wear and tear or accidental destruction or at the employee's discretion, the refurbishment or resoling of same. To receive this allowance, the employee will present the purchased, refurbished, or resoled shoes and the bill of sale to a management representative. Safety shoes paid for by the City shall only be worn when on Fire Department business, including reporting to and from work.

**16.2.** The Chief of the Fire Department or his designee shall determine when, in his judgment, a pair of safety shoes shall be issued as replacement. Safety shoes shall be issued on the basis of need and not on an automatic basis. Any bargaining unit member requesting the replacement of more than one (1) pair of safety shoes during a calendar year shall satisfactorily demonstrate in writing on a form provided by the City that the replacement of said safety shoe is necessary due to job related wear and tear or accidental destruction.

**16.3.** Employees who work in positions in which safety shoes are not required shall also be eligible for a shoe allowance to purchase, refurbish, or resole a pair of approved uniform dress shoes.

**16.4.** The shoe standard as administered in the past must be met to qualify for the reimbursement.

**16.5.** Effective upon ratification, the City shall reimburse bargaining unit employees who have successfully completed recruit training up to \$300 for an initial pair of leather structural firefighting boots. The City shall provide said reimbursement in accordance with the

procedure set forth above for safety shoes, except that any bargaining unit member requesting the replacement of more than one (1) pair of boots in a three (3) year period shall satisfactorily demonstrate in writing on a form provided by the City that the replacement of boots is necessary due to job related wear and tear or accidental destruction. The Fire Chief or designee shall have final approval for early replacement of boots suspected of non-job related wear and tear, or damage.

**16.6.** Structural firefighting boots shall meet the minimum safety standard set by the Fire Department Safety Committee, after considering all available safety standards.

**ARTICLE 17**  
**GROUP INSURANCE**

**17.1.** The group insurance benefits will be those as set forth in the CIGNA Healthcare Point of Service medical benefit booklet in effect for IAFF as of January 1, 2012, and attached hereto as Appendix \_\_\_\_\_

**ARTICLE 18**  
**WAGES**

**18.1.** The parties agree that, except as otherwise provided in this article, there will be no increase or decrease of base wages for the 2012-2013 and 2013-2014 fiscal years.

**18.2.** Employees hired after October 1, 2009, who are not rehired firefighters as outlined in this article, shall be hired at ten percent (10%) below step 1 and shall remain at ten percent (10%) below the step 1 rate for a period of six (6) months. Upon completion of the 6 month period, the firefighter-probationary employee shall be paid as reflected in step 1 of Appendix A. Bargaining Unit members will receive, on the first pay day following ratification, an adjustment to their salary to include the anniversary and longevities, that they would have received had they not been frozen in 2010. Thereafter, steps and longevities shall be frozen until a new agreement is reached.

**18.3.** (a) All bargaining unit members who are assigned to Advanced Life Support (ALS) units shall receive a bi-annual supplement equal to his or her share of the increase in the amount of the EMS Services Billing Revenue calculated on a bi-annual basis for fiscal year 2013 and 2014 as compared to the amount of the EMS Services Billing Revenue received for the same time period for fiscal year 2011.

(b) If the City matches the County EMS fee structure, then, in lieu of the formula set forth in section (a) above, EMS Revenue shall be split 70-30 (employee-City). The sharing will occur on a semi-annual basis. The bargaining unit Advanced Life Support assigned personnel will receive the amount collected above \$3.64 million in each semi-annual period.

**18.4.** Effective October 1, 2006, bargaining unit members will adhere to new salary schedules, as outlined in Appendix A, including a new step raise plan as described below.

Bargaining unit members, holding the rank of Firefighter, shall receive 2.5% pay increases for each step. Step 2 shall begin with six (6) months employment, and each subsequent step shall be given every six (6) months through Step 17. An additional 2.5% for Step 18 pay raise shall be at the completion of year nine (9) of employment. Upon promotion to a higher rank the employee shall receive a ten percent (10%) promotional increase in base salary. Upon successful completion of the promotional probationary period in the higher classification, the promoted bargaining unit member shall receive a promotional probation increase independent of his or her date of hire anniversary or longevity step increase. Such increase shall result in the member receiveing the salary indicated on the attached Fire Salary Schedule for their respective rank and total years of service in the City. For fiscal years 2012/2013 and 2013/2014, "total years of service" shall be determined as of October 1, 2012. The promotional probation increase shall continue to be independent of the hire date anniversaries and longevities. This formula shall also constitute the basis for resolution of the outstanding grievances/arbitrations pertaining to promotional pay.

Bargaining unit members holding the ranks of Lieutenant, Captain, or Chief Fire Officer shall receive 2.5% pay increases for Steps 2 through 12. The Step 2 pay raise shall begin with six (6) months employment, and each subsequent step raise shall be given at the completion of each six (6) months through Step 12. Step pay increases shall be 3% starting with Step 13, which shall begin at the completion of six (6) years of employment, and continue to be given at every six (6) month interval through Step 18. At the completion of year nine (9) of employment a Step 19 raise of 2.5% shall be given.

All bargaining unit members shall receive longevity raises at the completion of :

10 years of continuous service – 5%

15 years of continuous service – 2.5%

16 years of continuous service – 2.5%

20 years of continuous service – 5%

21 years of continuous service – 2.5%.

For those bargaining unit members hired after September 30, 2007, city service time as a part-time or temporary employee shall not be included for purposes of determining eligibility for longevity increases. It is agreed during the 2012/2013 and 2013/2014 year, except as specified in 18.2, the aforementioned step and longevity raises will not be paid to bargaining unit members.

**18.5.** Active bargaining unit members shall receive an annual Fire Prevention pay supplement of \$1,500. Fire Prevention pay shall be subject to pension deductions and applicable federal taxes and shall be included in calculating an employee's average earnings for pension purposes.

**18.6.** Former fire bargaining unit employees who left the employ of the Fire Department under honorable conditions and who have been approved by the Fire Chief shall be placed on a reemployment list, provided the former firefighter is a State certified firefighter. The reemployment list shall be considered separate from the eligibility list for new hires.

Those on the rehire list may be hired by the Fire Chief as openings occur without regard to the eligibility list for new hires. In addition, the following shall apply:

- A.** In accordance with State certification requirements, eligibility shall be limited to three (3) years following the effective date of resignation.
- B.** Under conditions set forth above, any former permanent fire bargaining unit employees having one (1) to four (4) years, and eleven (11) months of previous continuous service as a firefighter will be placed at Step 1 of Salary Range 24 (48-hour shift) of the Firefighter classification. Former permanent fire bargaining unit employees having five (5) or more years of

previous continuous service will be placed at Step 5 of Salary Range 24 (48-hour shift) of the Firefighter classification.

**18.7.** All changes in salary because of promotion, demotion, merit step and/or longevity increase, etc., shall begin to accrue the effective date of the change, but actual payment for the same shall not be made until the first full pay period following the effective date of the change.

**18.8.** Bargaining unit members shall receive, in recognition of their efforts in generating new revenue, a “revenue incentive” pay supplement of \$1,500 annually.

The revenue incentive wage payment shall be segregated on the employees paycheck stub so employees realize the pay is based upon their performance. The revenue incentive wage payment will not be rolled into any pay supplements.

**18.9.** Leaves of absence without pay or suspension of any duration shall cause the effective date of the longevity and anniversary date to be deferred by the same number of calendar days embraced by said leave. This break in pay shall not be considered a break in continuous service.

**18.10.** Any bargaining unit employee upon normal retirement from City service, or separating under honorable conditions, who has served for a period of twenty-five (25) years or more, shall be granted, at the time of his/her normal retirement or honorable separation, one hundred seventy-three and three tenths (173.3) hours of pay if on a forty (40) hour work week and two hundred eight (208) hours of pay if on a forty-eight (48) hour work week.

**18.11.** Bargaining unit members shall receive a State Certified Paramedic pay supplement in the amount of \$4,825 annually. Paramedic pay supplement shall be subject to

pension deductions and applicable federal taxes and shall be included in calculating an employee's overtime and average earning for pension purposes. Effective January 1, 2008, any State Certified Paramedic who is restricted from using their Paramedic License by the Medical Director for failure of Protocol Testing shall be subject to a reduction in Paramedic pay. The manner and the amount of reduction shall be mutually agreed upon by the Union and the Fire Chief, but in no case shall the parties agree to an amount less than EMT pay. Any reduction in pay shall not occur less than six (6) months after the restriction is first applied. The parties agree to further discuss the Protocol Testing and remediation procedures.

**18.12.** Bargaining unit members shall receive a monthly educational incentive pay supplement in accordance with Section 633.382, Florida Statutes.

**18.13.** Bargaining unit members shall receive an annual pay supplement up to \$1,500 for using the following certifications specified below. Any increases or decreases in the number of positions that receive any of the certification increases listed below shall be agreed upon by the Department and the Union by mutual agreement.

Hazardous Materials Technician assigned to the  
Hazardous Materials Team.....

State Certified Fire Service Instructor assigned to  
Instructor positions.....

State Certified Fire Inspector assigned to the Fire  
Prevention Bureau.....

N.A.U.I. or P.A.D.I. Certified divers assigned to  
the Dive Team.....

Employees assigned to the SWAT Team.....

Members assigned to the Technical Rescue Team completing 120 hours of department  
approved training

**18.14.** The Parties agree that annual pay supplements that are currently subject to pension deductions and applicable federal taxes and that are currently included in calculating

an employee's average earnings for pension purposes shall continue to be subject to pension deductions and applicable federal taxes and included in calculating an employee's average earnings for pension purposes.

**18.15.** The Parties agree to the following regarding the policy concerning the use of City vehicles. The Parties recognize that the City has a policy and practice concerning the use of City vehicles, and that certain bargaining unit employees of the IAFF are currently assigned Take Home Vehicles. The Parties further recognize that the City intends to implement changes to its policy and practice with regard to Take Home Vehicles for the general employees, and the Parties agree that the City will be able to apply those changes to the policy and practice to the members of the IAFF bargaining unit.

**18.16.** The practice of EMS recertification training shall revert back to the procedures in effect prior to October 1, 2011. EMS recertification training shall be performed Off Duty with Overtime pay in accordance with this Agreement.

**ARTICLE 19**  
**VACATION TIME**

**19.1.** Base vacation hours shall be one hundred forty (140) hours (96 hours for 40-hour employees). Longevity vacation on the sixth, seventh, eighth, ninth and tenth year of employment will be granted at the rate of ten (10) hours per year longevity vacation. From the eleventh year on it will be granted at the rate of five (5) hours per year. Employees who retire upon normal service retirement may, at their sole discretion, make an irrevocable election in the calendar year prior to the calendar year in which the employee severs service from the City of Miami to convert any portion of their accumulated vacation time to sick time at the time of severance of service.\*<sup>1</sup>

**19.2.** The following will apply to the scheduling of vacation:

- A.** The vacation time multiplier for scheduling vacations shall be 1.25.
- B.** Vacation time may not be used in place of sick time unless the member does not have any sick time in his/her sick time balance. Base vacation leave shall only be credited based on actual service in the previous calendar year. Vacation leave shall be taken in increments of not less than one (1) hour.
- C.** The Hazardous Materials Team members shall schedule the vacation under this agreement.

**19.3.** Vacation shall be taken by the second payroll period following the last payroll period of the calendar year in which the vacation was credited. If using the second payroll period causes administrative problems then the parties will explore other methods of addressing this issue. Forty (40) hour employees (or 48 hour and 52 hour employees) shall only be allowed to carryover two hundred (200) hours (or 240 hours) of the previous year's credited

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<sup>1</sup> \*Any vacation time balances that are converted to sick time under provisions of Article 19.1.above shall be added over and above the 1200 hour limitations set forth in Article 44.6

vacation. Any excess vacation over the two hundred (200) hours (or 240 hours) automatic carryover not taken within the payroll calendar year will be forfeited. Employees who were on disability at the time of their scheduled vacation shall be paid for all excess vacation over two hundred (200) hours (or 240 hours) at the employee's January 1, hourly rate of pay following the year the vacation would have been scheduled. If an employee is unable to take a previously authorized vacation due to cancellation by his/her Department and the vacation cannot be rescheduled within the payroll calendar year, any hours in excess of the two hundred (200) hours (or 240 hours) which would have been forfeited shall be paid for at the employee's January 1, hourly rate of pay following the year the vacation was scheduled.

**ARTICLE 20**  
**OVERTIME**

**20.1.** All authorized hours actually work performed in excess of an employee's normal work day and in excess of an employee's normal work week shall be considered overtime work. Employees performing overtime work shall be paid at the rate of time and one-half at their straight time hourly rate of pay.

**20.2.** Employees shall be compensated for overtime as set forth below:

- A.** Employees may be paid for holidays and other overtime as it occurs or, at their option, they may accumulate compensatory time up to a maximum of 200 hours. Prior to November 1 of each year, the employee may elect to be paid for the full accumulation of earned time on the last pay day in November or carry over up to 48 hours for use during the following calendar year. If the employee elects to carry over up to 48 hours of compensatory leave, any additional balance shall be paid on the last pay day in November.
- B.** Employees may schedule up to 48 hours of compensatory time in conjunction with their vacations.
- C.** Compensatory time, which has not been previously approved, may be taken off at the sole discretion of the Fire Chief. Denial of requests to use unscheduled compensatory time shall not be subject to any grievance procedure.
- D.** In the event, a state of emergency is declared due to an act of God and the City Manager grants emergency leave, such leave shall not be included in determining eligibility for overtime. The employee utilizing such leave shall be paid straight time for those hours worked in excess of

their normal work day or in excess of their normal work week equal to the number of hours taken as emergency leave, before overtime shall apply.

**20.3.** The parties agree that overtime hours shall not be used in the computation of arriving at average earnings for purposes of establishing pension benefits.

**20.4.** The parties agree that assignments of overtime work shall rest solely with the Department Head.

**20.5.** The parties agree that the assignment of overtime work is on an involuntary basis and any employee refusing assignments of such work is subject to disciplinary action as deemed appropriate by the Department Director.

**ARTICLE 21**  
**CALL BACK PAY**

**21.1.** All employees covered by the terms of this Agreement who are called back to work while off duty shall be paid at least three (3) hours minimum, plus one (1) hour's travel time, at the employee's overtime rate provided by Article 20.

**21.2.** Any employee covered by this Agreement who is summoned to appear as a witness, while off duty as a result of his direct employment as a member of the Miami Fire Department, will be paid four (4) hours minimum at one and one-half times his current hourly rate, excluding travel time, for all such time, provided that the Fire Chief is given prior notification so that he is given an opportunity to schedule such appearance during regular duty hours. In consideration of receiving overtime pay, the employee shall promptly assign to the City any witness or deposition fees received, and mileage allowance, if any. This Article shall not apply in legal disputes where one member of the bargaining unit sues another member of the bargaining unit covered by this Agreement.

**21.3.** Attendance in court in response to a legal order or subpoena to appear and testify in private litigation, not in connection to an employee's official duty, but as an individual, shall be taken as vacation, compensatory leave, or leave of absence without pay.

**ARTICLE 22**  
**WORKING OUT OF CLASSIFICATION**

**22.1.** The City agrees that any person covered by this Agreement who is required to accept the full responsibilities and carry out the duties of a rank above that which he normally holds shall be paid at the hourly rate of five percent (5%) above his current rate in his regular classification while so acting, provided he works in that capacity for a minimum of four (4) hours.

**22.2.** The Fire Chief or his designee may at his sole discretion select the best-qualified employee to serve in a classification higher than the classification in which he has Civil Service status. The employee will serve in this capacity for such periods of time as best suits the needs of the Fire Department as determined by the Fire Chief or his designee.

**ARTICLE 23**  
**HOLIDAYS**

**23.1.** The following days shall be considered holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day
Martin Luther King's Birthday	

**23.2.** Any additional holidays declared by official resolution of the City Commission shall be added to the above list.

**23.3.** New Year's Day, Independence Day, Veterans Day, and Christmas will be on January 1st, July 4th, November 11th, and December 25th, respectively. However, those bargaining unit employees who work 40 hours per week will observe the above four (4) holidays on the same dates as do the non-uniformed employees of the City.

**23.4.** Any employee covered by this Agreement, in pay status, at the time the holiday occurs, shall, at his option, if assigned to a twenty-four (24) hour shift (48 or 52 hour work week), be paid for ten (10) hours at his regular rate of pay or receive ten (10) hours of compensatory time, or if assigned to a forty (40) hour work week be paid for eight (8) hours of compensatory time or be paid eight (8) hours at his regular rate of pay.

**23.5.** It is agreed and understood that premium pay for work performed on a holiday shall be calculated as one-half of the actual time worked. An employee who works an eight (8) hour shift on which the holiday occurs, shall receive four (4) additional hours as premium pay; an employee who works a sixteen (16) hour shift on a given holiday shall receive eight (8)

additional hours as premium pay; and all employees whether they are off or on duty on the day on which the holiday occurs shall receive ten (10) hours for the holiday. The ten (10) hours, plus the premium pay as defined above is payable in cash or earned time at the employee's option according to the following:

Any additional holiday time declared by the City shall be considered under the holiday option of cash or earned time for the actual amount of time so declared as holiday; premium pay shall be calculated as one-half the actual amount of time worked for such additional holiday time.

**ARTICLE 24**  
**RESERVED**

**ARTICLE 25**  
**FAMILY LEAVE AND LEAVES OF ABSENCE**

**25.1.** The parties to this Agreement believe that the terms and conditions set forth in this Article meet or exceed the requirements specified within the Dade County Family Leave ordinance and the Family Leave Act of the United States. In the event that they do not, the Dade County Family Leave ordinance and the Family Leave Act will supersede these terms and conditions.

**25.2.** Bargaining unit employees may take a leave of absence without pay not to exceed ninety (90) days during a twelve (12) month period for the birth or adoption of a child, the serious illness of a family member or the employee's own serious illness.

**25.3.** Leave without pay for a seriously ill family member or serious illness of the bargaining unit employee may be extended beyond the initially approved ninety (90) days upon approval of the City Manager or his/her designee.

**25.4.** Bargaining unit employees must have been employed for at least ninety (90) days to be eligible for leave without pay as specified in Section 25.2.

**25.5.** Leave without pay for the birth or adoption of a child must be taken by the bargaining unit employee within one (1) year of the birth or adoption. This leave does not have to be consecutive, however, such leave may not be taken on a reduced leave schedule.

**25.6.** Leave without pay for a seriously ill family member or because of a serious illness of the bargaining unit employee may be taken intermittently or on a reduced leave schedule when medically necessary.

**25.7.** Upon approval of the Fire Chief, and the City Manager or his/her designee, a leave without pay may be granted, for the purpose of entering a course of training or study calculated to improve the quality of the employee's service to the City through course work directly related to the employee's job, for a period not to exceed six (6) months. The request for leave without pay may be extended for an additional six (6) months upon approval of the Fire Chief and the City Manager or his/her designee. Employees requesting said leave of absence shall be required to submit evidence of registration upon entering each quarter/semester of school.

**25.8.** A leave of absence without pay may be granted, for a good reason other than mentioned herein, for a period not to exceed ninety (90) days. Approval of said leave is at the sole discretion of the City Manager or his/her designee.

**25.9.** Bargaining unit employees who desire to take a leave without pay for any reason specified in this Article (excluding serious health condition) must exhaust all their vacation leave balances prior to taking a leave without pay. A request for leave without pay for a serious health condition as provided under the Family and Medical Leave Act shall require the bargaining unit employee to use all sick and vacation leave balances prior to taking leave without pay.

**25.10.** Bargaining unit employees who desire to take a leave without pay for any reason specified in this Article shall not accrue leave time. At the expiration of the leave of absence without pay, the bargaining unit employee shall be returned to the position or equivalent position vacated when said leave of absence without pay was granted. Leave of absence without pay during the required probationary period shall extend the probationary period the length of time used during said leave of absence without pay.

**ARTICLE 26**  
**EDUCATION**

**26.1.** All employees covered by this Agreement, who are ordered to attend off-duty courses by the Fire Department shall be paid as provided for in Article 20 - Overtime for all time spent in attendance.

**26.2.** The City agrees to pay full tuition for all courses required for an Associate Degree in Fire Service Administration and/or Fire Science Technology provided that prior approval is obtained from the Chief of the Fire Department and provided that the employee receives a grade of "C" or better.

Employees who fail to satisfactorily complete said training courses in which they enrolled, shall reimburse the City for tuition advanced in their behalf.

**26.3.** At the discretion of the Fire Chief, attendance at training courses while on duty shall be allowed and shall be charged to S.A. time.

**26.4.** Those employees attending classes paid for by the City shall not draw supplemental educational benefits from any other source. Should the employee wish to apply to receive supplemental educational benefits, i.e., GI Bill, he or she will not receive educational payments from the City.

**ARTICLE 27**  
**BEREAVEMENT LEAVE**

**27.1.** Any employee covered by this Agreement may, in the case of death in the immediate family, be authorized up to a maximum of forty (40) hours of paid leave for any death of a member of the employee's immediate family. Said paid leave days shall be taken consecutively by the employee excluding normal days off and holidays. The immediate family is defined as father, mother, sister, brother, husband, wife, domestic partner, children, domestic partner's children, father-in-law, mother-in-law, domestic partner's parents, grandparents, spouse's grandparents, domestic partner's grandparents, stepfather and/or stepmother if they have raised the employee from infancy regardless of place of residence, and may include any other person who was an actual member of the employee's household for ten (10) or more years immediately prior to their death. Within thirty (30) calendar days from the date the employee returns from bereavement leave, the employee shall, upon request, file a copy of the death certificate of the deceased family member. Said death certificate must be attached to a form approved by the Office of Labor Relations and submitted to the Human Resources Department. Failure to produce the death certificate will result in the employee reimbursing the City for any days taken under this Article. Any employee found to have falsified his application for bereavement leave will be subject to disciplinary action up to and including dismissal.

**27.2.** It is understood that under certain circumstances the employee may be unable to obtain a death certificate. In this event, in lieu of a death certificate, the employee shall submit a newspaper account showing the death and the relationship of the deceased to the employee and/or other information and documentation as required by the Department of Human Resources.

**27.3.** In addition to bereavement leave, at the request of the employee, the Department Director may authorize the use of accrued vacation or compensatory leave.

**27.4.** Employees on twenty-four (24) hour tour of duty shall be bound by the above sections except that they may be authorized up to forty-eight (48) consecutive work hours of duty on leave with pay.

**ARTICLE 28**  
**PHYSICAL EXAMINATIONS**

**28.1.** Employees shall be required to take a physical examination as follows:

- a) Employees forty (40) years of age or older - one per year
- b) Employees thirty (30) years of age or older - one every other year
- c) Employees under thirty (30) years of age - one every three years

**28.2.** The schedule set forth in Section 28.1. and the content of the present physical examination shall continue, unless changed by mutual agreement of the parties.

**28.3.** The City agrees to provide physicals that are mandated by State or Federal law, including but not limited to hazardous materials team, technical rescue team and dive team physicals.

**ARTICLE 29**  
**LOSS OF EQUIPMENT**

**29.1.** A bargaining unit employee shall reimburse the City for the repair or replacement cost of lost, stolen, or damaged City equipment when the City demonstrates that the employee's careless and/or negligent act(s) resulted in the loss, theft, or damage.

**ARTICLE 30**  
**BLOOD DONORS**

**30.1.** Employees who volunteer as blood donors to contribute to a City supported Blood Donor Organization will be authorized the absence necessary to accomplish this purpose. The Blood Donor Organization's personnel will determine what amount of time the donor will need from the point of donation until the City donors are released to go back to work.

**ARTICLE 31**  
**SUBSTANCE/ALCOHOL - PERSONNEL SCREENING**

**31.1.** In an effort to identify and eliminate on or off-duty controlled substance/alcohol abuse, urinalysis/blood tests shall be administered as provided herein:

Employees refusing to give a blood/urine sample under any of the following conditions will be dismissed. Employees will be advised of their contractual rights relative to expedited arbitration.

**RANDOM SUBSTANCE SCREENING**

Employees meeting any of the criteria below shall be subject to random substance screening. Employees who meet any of the criteria below shall be subject to random substance screenings for a period of one hundred and eighty (180) calendar days from the date the criteria was met. After the period of one hundred and eighty (180) calendar days, if and when employees meeting criterion A below have accumulated above one hundred and fifty (150) hours of sick leave and employees meeting criterion C or D below have not been late or absent without leave (AWOL) for a one hundred and eighty (180) calendar day period, they shall no longer be subject to random substance screening, unless they meet the criteria again in the future. The City shall be limited to a maximum of two (2) substance screenings in each one hundred and eighty (180) calendar day period the employee is under random substance screening.

**RANDOM SCREENING POOL CRITERIA**

- A.** Probationary firefighters are subject to screening until off probation.
- B.** Employees assigned to a forty-eight (48) or fifty-two (52) hour work week with less than one hundred and fifty (150) hours of sick leave accumulation.

Employees assigned to a forty (40) hour week with less than one hundred and twenty (120) hours of sick leave accumulation.

- C. Employees who are absent without leave (AWOL) twice within a one hundred and eighty (180) calendar day period from the most recent AWOL if on a forty-eight (48) or fifty-two (52) hour work week or three (3) times within a one hundred and eighty (180) calendar day period if on a forty (40) hour work week.
- D. Employees reporting late (including any incidents of absence without leave) for duty three (3) times within a one hundred and eighty (180) calendar day period if on a forty-eight (48) or fifty-two (52) hour work week or five (5) times within a one hundred eighty (180) calendar day period if on a forty (40) hour work week.

### **REASONABLE BELIEF**

#### **SUBSTANCE SCREENING CATEGORIES**

- A. Where a District Chief, or above has a reasonable belief based upon objective factors that the employee has possession or is using, dispensing or selling any illegal drug or controlled substance which is not prescribed by a licensed physician.
- B. Following any vehicular accident occurring on-duty, on an off-duty detail, traveling to or from same, involving employee(s) where a District Chief, or above has a reasonable belief based upon objective factors that the involved employee(s) may be under the influence of alcohol or may have been using, possessing, dispensing or selling controlled substance, unlawful, mind-altering, or non-physician prescribed drugs.
- C. Where a District Chief, or above has a reasonable belief based upon objective factors that the employee is under the influence of alcohol on-duty, or on an off-

duty detail, or traveling to or from same, or while covered for portal to portal pay for workers' compensation.

### **SUBSTANCE SCREENING PROCEDURES**

**31.2.** Employees shall give either a blood sample, for suspected alcohol use or a urine sample for suspected substance abuse as determined by the City at either a hospital or accredited testing lab, as chosen by the City. The hospital or accredited testing lab shall include sufficient safeguards to ensure that a proper chain of custody is enforced. When a sample is taken under any of the above circumstances, a portion of the first sample shall be retained. All positive tests for a controlled substance will be confirmed using the employee's separate second sample if given or the reserved portion of the initial sample, by Gas Chromatography/Mass Spectrometry (G.C.M.S) or better testing. Testing procedures shall be under a reliable state licensed clinic laboratory.

**31.3.** Should the employee wish to give a separate second sample it shall be performed at either a hospital or accredited testing laboratory, as chosen by the City, within four (4) hours from the time of giving the initial sample. In the event an employee declines to offer a second sample for the separate second test, or is unable to give a second sample within the four (4) hour time period, the reserved portion of the first sample will be utilized. Employees shall be notified of a positive result within twenty-four (24) hours from receipt of the laboratory reports, but in no case shall this notice occur more than seven (7) business days after the time the sample was given. Notice to the employee of the first test being positive shall be considered to have been served upon the employee by verbal notification or by a representative of the Department delivering a notice to the employee's last known residence as shown on the Department's personnel database.

**31.4.** If an employee is ordered back to duty for testing, the provisions of Article 21 (Call Back Pay) will apply.

**31.5.** Where a bargaining unit member alleges that an order made under this article is not consistent with the criteria cited herein, he/she shall comply with the order, and may simultaneously file a protest with the communicator of the order.

**31.6.** Disputes arising as to whether there was reasonable belief shall be arbitrable under the Expedited Arbitration Rules of the American Arbitration Association. All other issues involving grievances shall be processed as outlined within Article 15 - Grievance Procedure.

**31.7.** The employee(s) shall not be disciplined until a positive test result is communicated to the City. However, if the employee's conduct in connection with the substance/alcohol abuse amounts to conduct for which the City may otherwise discipline the employee, the City may take action prior to knowing of a positive test result.

**31.8.** The IAFF will be advised of passed or failed tests to the extent that the releasing of such data is not inconsistent with Federal or State laws regarding the privacy of said test or if the individual involved does not want his test results released to the IAFF.

**31.9.** The following cutoff concentrations shall be applicable for determining whether specimens are negative or positive for the following drugs or classes of drugs for the initial and confirmatory test procedures. A positive result shall be a concentration in excess of those listed below. For those “designer drugs” that are listed below without cut-off levels, the parties agree to test in accordance with levels specified by Department of Human Services Federal Register, Part III, if and when it ever becomes available.

Initial Test Level (ng/ml)

Cannabinoid (Marijuana) Metabolites	50
Cocaine Metabolites	300
Opiate Metabolites	2,000
Phencyclidine	25
Amphetamines	1,000
Methaqualone	300
Methadone	300
Propoxyphene	300
Tricyclic Antidepressants	300
Designer Drugs:	
Ketamine	TBD
Methylenedioxymethamphetamine (Ecstasy)	500

GC/MS Test Level (ng/ml)

Cannabinoid (Marijuana) Metabolites <sup>1</sup>	15
Cocaine Metabolites <sup>2</sup>	150
Opiates	
Morphine	2,000
Codeine	2,000
6-Acetylmorphine <sup>3</sup>	10
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine <sup>4</sup>	500
Methaqualone	300
Designer Drugs:	
Ketamine	TBD
Methylenedioxymethamphetamine (Ecstasy)	500
<sup>1</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid	
<sup>2</sup> Benxoylecgonine	
<sup>3</sup> Test for 6-AM when the morphine concentration is greater than or equal to 2,000 ng/ml	
<sup>4</sup> Specimen must also contain amphetamine at a concentration greater than or equal to 200ng/ml	

**31.10** Initial test results for alcohol will be considered positive when the individual's blood alcohol content is 0.04 grams per dl or greater using whole blood.

**31.11** Alcohol related specimens identified as positive by the initial test shall be confirmed as positive by Gas Chromatography Volatiles Head Space Method or more reliable testing for whole blood at 0.04 grams per dl or greater.

**31.12** The cutoff concentrations referenced in this Article may be revised by mutual agreement when changes in technology allow for reliable testing at lower concentration levels.

### **EXPEDITED ARBITRATION**

**31.13.** It is anticipated as soon as possible after ratification of the labor agreement between the City of Miami and IAFF, Local 587, the President of the Local and the City Labor Relations Officer will pick two (2) area permanent umpires to hear employee drug grievances. The two Umpires will alternate hearing only grievances where the bargaining unit member alleges a violation of Article 31.1. A, B, or C. Said grievance will be limited to whether or not there was reasonable belief based on objective factors to require the grievant to take the Alcohol/Controlled Substance test.

**31.14.** Reasonable Belief Substance Screenings shall not be tested if the employee grieves the test under expedited arbitration until the umpire rules that there was reasonable belief to test the employee.

**31.15.** The cost of the Umpire's decision will be borne by the employer if the umpire rules there was not reasonable belief to require the employee to take the test. If the umpire rules there was reasonable belief to require the employee to take the test, the Union will pay the cost of the umpire if the Union processed the grievance. If the grievant processed the grievance on his/her behalf, he/she will pay the cost of the Umpire.

**31.16.** It is anticipated that an expedited hearing would be held before the Umpire under the American Arbitration Association rules of expedited arbitration and no post hearing briefs would be filed. The drug grievance will be submitted directly to arbitration and will be heard no later than five (5) calendar days after the employee was required to take the

Alcohol/Controlled Substance test. The Umpire will rule at the close of the hearing and an oral response from the umpire will be sufficient to settle the grievance.

**31.17.** The two Umpires shall serve from year to year and shall be appointed by a letter jointly signed by the Union President and the Labor Relations Officer. Should either the City or the Union wish to drop an Umpire the Umpire shall be notified and the parties shall agree on a replacement. If they are unable to agree, each party will put two (2) names into a hat and the name drawn will be the replacement for one (1) year.

**31.18.** If the bargaining unit member remains silent and/or does not indicate that he/she desires the test results in accordance with Article 31.3, it shall be presumed that he/she has elected to go to expedited arbitration.

**31.19.** If the employee grieves the test, said grievance must be in writing and submitted by fax or hard copy to the Labor Relations Office on the same day as the test or no later than the next regularly scheduled work day of the Labor Relations Officer. The test sample will be thrown out, if the Umpire rules there was no reasonable belief to test the employee. If the umpire rules there was reasonable belief to test the employee, the test sample(s) shall be tested and the results released as outlined in this article.

### **REHABILITATION**

**31.20.** In the event that the results of the urinalysis/blood test are positive, the following criteria will apply:

- A.** The employee at his/her own cost shall, within seventy two (72) hours of a positive test notification (excluding weekends and holidays), enter and remain in a substance/alcohol program approved by the City and the Union until the

approved program administrator is able to state that he/she has successfully completed the program, including aftercare. While in the program, the employee will be allowed to return to work if the program administrator approves; if not, the employee may be suspended until the program administrator approves return to work. Such suspension shall not exceed six months. If the employee cannot return to their regularly assigned position after six (6) months they shall be dismissed. If the employee does not successfully complete the program including aftercare, he or she will be dismissed. Employees shall not be permitted to work in combat positions until program administrators feel certain there is no possibility they are using drugs and submit this opinion in writing to the City. If and when the employee successfully completes the in-patient portion of the program, as determined by the program administrator, the employee shall be allowed to return to work.

- B.** Upon being notified of a positive test, the employee will be immediately relieved of duty. If relieved of duty, the employee, if eligible, will use all of his/her earned time, vacation time, and sick time, and then he/she will go off the payroll.
- C.** If the employee fails to enter, participate in and/or successfully complete any part of the rehabilitation program, including any after-care program, the employee shall be terminated from his/her employment with the City.
- D.** Effective upon ratification of the labor agreement, employees cleared to return to work by rehabilitation administrators, shall be subject to substance screenings at management's discretion for a period of two (2) years from the date the

employee returned to work. The City will be limited to a maximum of five (5) screenings per twelve (12) month period. Employees tested shall be entitled to a second test as outlined in Article 31.3. Employees who decline to offer a sample shall have the reserve portion of the first sample utilized as outlined in Article 31.3. Employees who test positive to confirmatory test shall be terminated from employment with the City.

- E.** Effective upon ratification of this Agreement, employees will be entitled to one chance at a successful rehabilitation during their employment with the City. Employees who have been through at least one (1) rehabilitation program, who are screened shall be entitled to a separate second test as outlined in Article 31.3. Employees whose sample tests positive on confirmatory test shall be terminated from employment with the City.

**ARTICLE 32**  
**HOURS OF WORK**

**32.1.** The work week for twenty-four (24) hour shift employees shall be as follows: twenty-four (24) hours on duty, forty-eight (48) hours off duty. A day off, now known as an "R" day, shall be granted once every seven (7) scheduled tours. This schedule will result in a forty-eight (48) hour work week. Any changes in this schedule shall be subject to negotiations between the parties.

An "R" day shall be defined as a regular day off as scheduled by the Fire Chief or his designee and must be taken on the day so designated. An employee may not have the choice to substitute any other official accumulated time or any official time as provided by the City of Miami unless approved by the Fire Chief or Deputy Chief.

**32.2.** Shift employees may work an optional fifty-two (52) hour work week as follows: twenty-four (24) hours on duty, forty-eight (48) hours off duty, a day known as an "R" day, shall be granted once every fourteen (14) scheduled tours. Employees working this schedule shall be paid at the same hourly rate as they would on a forty-eight (48) work week. Time accumulations shall be based on a forty-eight (48) hour work week. Only those volunteering for a fifty-two (52) hour work week shall be assigned to it. The number of positions and seniority bidding will be negotiated by the parties. Wages shall be those specified in the appropriate salary schedule contained within this Agreement (See Appendices).

**ARTICLE 33**  
**PERSONNEL ALLOCATION**

**33.1.** The City agrees to provide minimum staffing for firefighting apparatus 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:

- 1). 4 persons per aerial unit
- 2). 4 persons per quint unit
- 3). 4 persons per pumper unit
- 4). 3 persons per rescue unit
- 5). 1 person per air truck

**33.2.** If, in the future, new types of apparatus are placed in service, which are not covered above, the City and the Union will meet to negotiate a minimum staffing level for the new types of apparatus. If agreement is not reached within thirty (30) days, the dispute shall be submitted to arbitration consistent with the grievance procedure contained in Article 15.

**33.3.** The Union agrees that this article has no effect on the City's rights under Article 6, Management Rights, except as outlined above. Specifically, the City has the sole authority, whether exercised or not, to determine the number and kinds of firefighting/rescue apparatus needed to fulfill the Fire Department's mission. Such Management decision will not be grievable or arbitrable.

**ARTICLE 34**  
**EMPLOYEE RIGHT TO REPRESENTATION**

**34.1.** Where an investigation is initiated by the Management of the City of Miami Fire Department against an employee covered by this Agreement concerning criminal charges and where a formal statement under oath is elicited from the accused employee, the interrogation shall be conducted under the following conditions:

- (a) The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the accused shall be entitled to overtime. However, if he or she is eventually found guilty of the charges through the applicable administration processes, any overtime shall be forfeited in addition to any penalty imposed for the violation. If it occurs while on duty, a commanding officer or a supervisor of the accused shall be notified of the interrogation.
- (b) If the interrogation is conducted by or for the Department, it shall take place in the Miami Fire Department building. If the interrogation is to be conducted by or for another investigating City agency, it shall be conducted at either the investigative agency's City office or at the Miami Fire Department.
- (c) The accused shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating party, and all persons present during the interrogation. All questions directed at the accused shall be asked by and through one interrogator at any one time.

- (d) The accused shall be informed of the nature of the investigation prior to any interrogation, and given the names of all known complainants.
- (e) Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest period as are reasonably necessary.
- (f) The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal, or other disciplinary actions. No promise, reward, threat, or action shall be made as an inducement to answering any questions.
- (g) The complete interrogation including when recesses are taken shall be recorded, and there shall be no unrecorded questions or statements.
- (h) The accused shall not be obligated into giving a second statement concerning the same facts elicited in an original interrogation. This will not preclude an investigator from asking questions at a later time, that were not covered by the first statement.
- (i) No mechanical device, including, but not limited to, polygraph, psychological stress evaluator, et al., shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.
- (j) If the accused is under arrest, or is likely to be arrested as a result of the interrogation, he shall be fully informed of his or her legal rights prior to any interrogation.
- (k) At the request of the accused, he or she shall have the right to be represented by counsel or any other representative of his or her choice during the entire interrogation.

- (1) Where an attorney or employee representative is requested but cannot be present within four (4) hours of notification, the employee shall be required to obtain another employee representative or counsel. When an employee representative or counsel is present, he shall be only an advisor and shall not have the right of cross-examination.

**34.2.** The above shall not apply to investigations and review of infractions of non-criminal City and Departmental Rules and Regulations provided, however, any employee covered by this Agreement who is disciplined as the result of the alleged violation of City or Departmental Regulations, Rules or Policies shall have the right to have Union representation present if he or she desires it. If such meeting occurs between 9:00 a.m. and 5:00 p.m. on normal Monday through Friday business days the employee shall be allowed two (2) hours to have Union representative present. If such meeting occurs at times other than, those described above, the employee shall be allowed four (4) hours to secure Union representation. The Union representative shall be an advisor to the employee and shall not have the right to cross-examination.

**ARTICLE 35**  
**RESIDENCY**

**35.1.** It is agreed that while residency is not a condition of employment a candidate that is otherwise qualified may be given, at time of hire, preference for employment in order of domicile as follows: (1) City of Miami resident, (2) Miami-Dade County resident, (3) resident outside of Miami-Dade County.

**ARTICLE 36**  
**SHIFT STRENGTH**

**36.1.** The department shall maintain a minimum of one hundred forty three (143) uniform personnel on duty per shift, which also includes one (1) Air Truck Driver, Car 74, and FCIO.

**36.2.** The City and Union agree that for fiscal year 2012/2013 and 2013/2014 the Chief will have discretion to reduce or adjust the staffing of uniform personnel down to one hundred and forty (140) uniform personnel on duty per shift based upon service needs.

**ARTICLE 37**  
**STATION COMMANDERS**

**37.1.** All Station Commanders shall receive a one percent (1%) increase in wages. Openings for Station Commander after this Agreement becomes effective shall be filled in the following order:

- A.** The senior in grade Captain assigned to the station requesting the assignment.
- B.** If no requests are made, the least senior in grade Captain assigned to the station shall be the Station Commander.

**ARTICLE 38**  
**TOTAL AGREEMENT**

**38.1.** The parties agree that this Collective Bargaining Agreement represents the total agreement during the life of this contract, and no requests shall be made to increase the cost of wages, hours, and working conditions through the Civil Service Board, City Manager, the Mayor, or the City Commission during the life of this Collective Bargaining Contract.

**ARTICLE 39**  
**REPRESENTATION OF THE CITY**

**39.1.** The City shall be represented by the City Manager, or an individual designated in writing to the Union by the City Manager. The City Manager shall have authority to execute an Agreement on behalf of the City upon being directed by an official resolution of the City Commission.

39.2. It is understood that the City representative or representatives are the official representatives of the City for the purpose of negotiating with the Union. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight of authority in committing or in any way obligating the City.

## **ARTICLE 40**

### **REPRESENTATION OF THE UNION**

**40.1.** The bargaining unit shall be represented by the President of the Union or by a person or persons designated in writing to the City Manager or his designee by the President of the Union. The identification of representatives shall be made each year prior to April 1.

**40.2.** The President of the Union, or the person or persons designated by said President, shall have full authority to conclude a collective bargaining agreement on behalf of the Union subject to a majority vote of those bargaining unit members voting on the question of ratification.

**40.3.** It is understood that the Union representative or representatives are the official representatives of the Union for the purpose of negotiating with the City. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the Union.

**40.4.** It shall be the responsibility of the Union to notify the City Manager or designee in writing of any changes in the designation of the President of the Union or of any certified representative of the Union.

**ARTICLE 41**  
**AGREEMENT IN THE EVENT OF TRANSFER**

41.1. The City agrees that in the event of a transfer of the Fire Department or its functions to Miami-Dade County, all the rights and benefits of the transferred employees guaranteed under this Agreement shall be continued for the term of this Agreement.

**ARTICLE 42**  
**SAVINGS PROVISION**

42.1. If this Agreement or any provision, section, subsection, sentence, clause, phrase or word of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties will meet, promptly, to negotiate replacement language in accordance with Chapter 447, Part II, Florida Statutes.

**ARTICLE 43**  
**PENSION**

**43.1. Pension Plan**

The pension benefits and employee contributions of employees covered by this Agreement shall remain unchanged as they presently exist as currently set forth in the City of Miami Firefighters' and Police Officers' Retirement Trust, Section 40-191 through 40-213, Miami City Code ("FIPO") except as modified below.

**43.2. Employee Pension Contributions**

Effective the first full pay period following October 1, 2012, the employee pension contribution shall be ten percent (10%) of compensation. Effective September 30, 2014, for all persons hired on or before September 30, 2014, the employee contribution will be seven percent (7%) of compensation. For all persons hired on or after October 1, 2014, the employee pension contribution shall be ten percent (10%).

**43.3.** In the event the City decides to pursue the issuance of a securitized instrument as an asset to FIPO, the City and the Union agree to negotiate a sharing arrangement for a portion of the savings.

**43.4. BACKDROP Option.**

A Backdrop benefit option shall be implemented on January 1, 2013. The Backdrop option shall replace the existing DROP program. Employees who have not attained normal retirement eligibility as of the effective date or were not vested by October 1, 2010, and all employees hired on or after that date, will be eligible for the Backdrop option, but will not be eligible for the DROP. Anyone eligible for the forward DROP as of January 1, 2013, remains eligible for the forward DROP as it presently exists and anyone eligible for the forward DROP

as of January 1, 2013 or vested prior to October 1, 2010, who chooses not to enter the forward DROP remains eligible for the Backdrop.

- (a) An eligible employee who elects the Backdrop option shall receive a monthly benefit payable on the employee's actual retirement date (date of retirement and separation from City employment) based on the benefit the employee would have received if he/she had left City employment and retired on an earlier date after attaining normal retirement eligibility (the "Backdrop date"). In addition, an eligible employee who elects the Backdrop option will receive a lump sum payment equal to the accumulation of monthly retirement benefit payments he/she would have received during the period following the Backdrop date through the actual retirement date ("Backdrop period"), plus interest at the rate of 3% per year, compounded annually. An eligible employee may elect a minimum Backdrop period of 1 year and maximum Backdrop period of up to seven years. An eligible employee who elects the Backdrop option must select the normal form of benefit or an optional form of benefit in accordance with section 40-203(m) at the time of electing the Backdrop option. The employee's monthly benefit as well as the lump sum payment under the Backdrop option is based on the form of benefit selected.
  
- (b) Employees are eligible to elect the Backdrop option after completing one year of creditable service following the normal retirement date. A Backdrop election must be made within 10 years after becoming eligible for normal retirement. The maximum Backdrop period is 7 years. Eligible employees who wish to elect the Backdrop option must provide written notification to the Department Director and the Department of Human resources at least 8 months prior to the

employee's retirement date; provided a lesser notice period may be approved by the City Manager due to special circumstances. Bargaining unit employees will be able to revoke their Backdrop election one time, but within 1 month of their election. However, if a bargaining unit employee is granted a lesser notice period by the City Manager due to special circumstances, the employee will not be eligible for the one-time Backdrop election revocation. Employees are not required to elect the Backdrop option.

- (c) All or a portion of the lump sum payment under the Backdrop option may be rolled over to an eligible retirement plan or IRA in accordance with federal law. If the Backdrop is ever terminated, for any reason, the rights of all persons then in the DROP shall not be diminished or impaired. Additionally, if the back DROP is ever terminated, all persons who are then eligible for a back DROP will still be eligible for a 7 year back DROP. The Board of Trustees of FIPO shall develop operational rules for the implementation of this provision.

**43.5.** The parties agree to support the change of the approved actuarial cost method from the current aggregate method to the Entry Age Normal actuarial cost method based on reasonable amortization periods and assumed payroll growth with an expected reduction in contribution requirements of approximately 1.72 million dollars estimated using a 25 year amortization period and 3% payroll growth. If legally necessary or legally required, the parties agree to jointly petition the Circuit Court judge in the case of Gates v. City of Miami to alter the judgment accordingly, to be effective for the plan year beginning October 1, 2012. Upon receipt of approval from the Court, the City shall implement the change by ordinance.

**43.6. Balance Transfers.**

The rollover of DROP funds into the Miami Firefighters' Relief & Pension Fund (175) shall be allowed if rollovers of this type are approved by the Miami Firefighters' Relief & Pension Fund (175) trustee board.

#### **43.7. Share Plan**

The parties agree that the Firefighters Relief and Pension Fund ("Share Plan") created by Ordinance No. 6432 and subsequently amended, shall be amended by City ordinance to provide for the transfer of Ch. 175 premium tax revenues received in calendar years 2013 and 2014, respectively, in the amount of \$3,380,875 from the Share Plan to the Firefighters' and Police Officers' Retirement Trust ("FIPO"), to reduce the City's annual required contribution to FIPO for the 2012/2013 and 2013/2014 plan fiscal years. Provided if the actual total amount of premium tax revenues received in 2013 and 2014, respectively, is less than \$3,530,870 in either year then the actual amount received less the administrative costs of the Share Plan shall be transferred to FIPO to reduce the City's annual required contribution to FIPO for the 2012/2013 and 2013/2014 plan years, respectively.

The transfer of premium tax revenues provided in the preceding paragraph shall occur within ten (10) days following the date the premium tax revenues are received by the Share Plan in each respective year. In the event the transfer of premium tax revenues provided above is not approved by the Florida Division of Retirement in any calendar year, the parties agree that employee contributions to FIPO shall be increased by a percentage of firefighter payroll that equals \$3,380,875 (for calendar year 2013) and/or \$3,380,875 (for calendar year 2014), and premium tax revenues equal to \$3,380,875 (for calendar year 2013) and/or \$3,380,875 (for calendar year 2014) shall be transferred from the share plan to FIPO and used to reduce the employee contribution back to the current level.

#### **43.8 Pension Stabilization.**

- A. The Union and the City agree to pursue, the creation and implementation of a funding plan for the FIPO retirement system. The goal of such funding plan is the long term stabilization (no less than ten (10) years) of the City's general fund contribution to thirty seven (37) % or less of pensionable payroll by September 30th of each year. If the City's contribution is less than thirty four (34%), the excess dollars should go to fund the pension stabilization fund until such time as the actuaries determine the Pension Stabilization Fund is considered reasonably actuarially sound to stabilize the City's contribution for ten (10) years.
  
- B. In addition, the City shall establish a manner to ensure that the appropriate dedicated funds are reserved with the intent to stabilize the City's annual pension contribution. It is agreed that these monies will be in Trust with the sole purpose of stabilizing the City's annual pension contributions.

**ARTICLE 44**  
**SICK TIME**

**44.1.** Sick time will be granted at the rate of ten (10) hours per month for 48 and 52 hour a week employees and eight (8) hours for 40 hour a week employees.

**44.2.** Up to forty-eight (48) hours of Sick Time (40 hours for 40-hour employees) may be used for the illness of an employee's qualified family member. An employee's Sick time may be used for the illness of a family member in excess of forty-eight (48) hours (40 hours for 40 hour employees) for a long term serious health condition with the recommendation of the Fire Chief and approval of the City Manager or his designee. This is in addition to any benefits afforded under Article 25 of this agreement.

**44.3.** After the accumulation of six hundred (600) hours (four hundred and eighty (480) hours for forty (40) hour week employees) of sick leave, further accumulation shall at the employees option, be:

Option 1 - Added to the employees sick time bank

Option 2 - Paid for all sick leave hours in excess of sixty (60) hours annually (forty eight (48) hours for forty (40) hour week). Time earned for each calendar year shall be paid the first full pay day in February.

Option 3 - Credited to an employee's vacation leave at the rate of five (5) hours vacation leave for each ten (10) hours of sick leave earned.

**44.4.** Employees covered by this Agreement who retire after October 1, 1993 shall be paid for one hundred percent (100%) of accumulated sick leave up to twelve hundred (1200) hours and fifty percent (50%) of accumulated sick leave above twelve hundred (1200) hours. Employees whose sick leave payoff was limited to fourteen hundred and forty (1440) hours

shall have the option of keeping the fourteen hundred and forty (1440) hours limit or selecting the twelve hundred (1200) hours limit with payout at one hundred percent (100%) and fifty percent (50%) of accumulated sick leave above twelve hundred (1200) hours. Employees working less than forty-eight (48) hours per week shall have their sick leave converted accordingly.

**44.5.** Employees who are eligible for retirement may, at their sole discretion make an irrevocable election in the calendar year prior to the calendar year in which the employee severs service with the City of Miami to convert any portion of their accumulated sick time to vacation time at the time of severance of service. The conversion of sick time to vacation time shall be at the rate of one hundred percent (100%) of accumulated sick leave up to twelve hundred (1200) hours and fifty percent (50%) of accumulated sick leave above twelve hundred (1200) hours.

**44.6.** Effective upon implementation of the Retiree Health Plan, employees covered by this Agreement shall be credited for one hundred percent (100%) of accumulated sick leave up to twelve hundred (1200) hours\* <sup>1</sup> and fifty percent (50%) of accumulated sick leave above twelve hundred (1200) hours at time of severance of service with the Department.\* <sup>4</sup>

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\* <sup>1</sup> & <sup>4</sup> Any vacation time balances that are converted to sick time under provisions of Article 19.1 shall be added over and above the 1200 hour limitations set forth here in Article 44.6.

**ARTICLE 45**  
**TUITION REIMBURSEMENT**

**45.1.** It is agreed between the parties that, effective upon ratification of the labor agreement, a tuition reimbursement program designed to encourage bargaining unit members to improve their job performance and increase their value to the City by pursuing courses of study related to their job duties at Miami-Dade County, Broward County or other approved County educational institutions shall be established. Other educational programs may be covered, provided the City and the Union mutually agree upon the inclusion of the educational program.

**45.2.** Any full-time sworn, permanent bargaining unit members shall be eligible to participate in the Tuition Reimbursement Program. Tuition reimbursement provided under this Article shall not be subject to budgetary constraints.

**45.3.** All course work must be taken at or from an accredited college, university, or educational institution approved by the City Manager or the Labor Relations Officer. Course work taken under provisions of this Article must be directly related to the bargaining unit member's job duties. Class attendance will be on the bargaining unit member's own time unless otherwise noted in the course announcement and authorized by the City Manager or the Labor Relations Officer.

**45.4.** Effective upon ratification of the labor agreement reimbursement will be limited to lab fees, books, and tuition costs up to a maximum of \$1000 in a calendar year. The reimbursement limitations specified in this Article do not apply to the educational reimbursement specified in Article 26- Education.

**45.5.** To be eligible for reimbursement, the bargaining unit member's must successfully complete the course work and provide evidence of successful completion to the City. Successful completion must be evidenced by a grade of "C" or better.

**45.6.** Procedures for reimbursement will be as follows:

- A.** The bargaining unit member must obtain three (3) copies of the Application for Tuition Reimbursement form for each course from his department or the Human Resources Department.
- B.** The bargaining unit member must complete the application in triplicate and submit it to the Fire Chief prior to registration at the education institution.
- C.** The Fire Chief will then review the application and if approved forward the original and one (1) copy to the Human Resources Department. If the application is disapproved, it is then returned to the bargaining unit member by the Fire Chief.
- D.** The Human Resources Department has the authority to approve or disapprove the application, and applications not approved will be returned to the Fire Chief with the reason for rejection noted thereon.

**45.7.** In the event the bargaining unit member resigns or is terminated from the City within one (1) year following completion of the course(s) for which City funds have been expended, the amount of tuition reimbursement paid to the bargaining unit member will be reimbursed to the City by the bargaining unit member upon his termination from the City through a deduction from his final paycheck.

**45.8.** Upon completion of the course work, the bargaining unit member must submit his semester grade report together with the tuition fee receipt to the Fire Chief. The Fire Chief will submit the approved application for tuition reimbursement along with the bargaining unit member's semester grade report to the Finance Department who shall then reimburse the

bargaining unit member for the City's share of the tuition reimbursement. The Fire Chief will advise the Human Resources Department of the employee's satisfactory completion of the course.

**ARTICLE 46**  
**BARGAINING UNIT MEMBERS KILLED IN THE LINE OF DUTY**

**46.1.** Any full-time Bargaining Unit Member who is killed while in the performance of his or her official duties or who subsequently dies from injuries within twelve (12) months of the incident from his or her wounds shall be given a promotion to the rank of Battalion Chief. Leave balances will be paid off at the hourly rate of the newly promoted rank. The beneficiary of the deceased shall receive a sum of \$200,000 from the City upon said bargaining unit member's death. Application shall be made to the City for payment of such death benefits.

**ARTICLE 47**  
**RETIREE HEALTH PLAN**

**47.1.** The parties agree that the union will establish the Miami Association of Fire Fighters IAFF Local 587 Retiree Health Plan (“RHP”) consistent with current IRS Rules and Regulations.

**47.2.** Eligibility for membership, taxability, funding, and administration of the RHP, including Board of Trustees composition and investment policy will be as outlined in the RHP Plan Document and/or Trust Agreement.

**47.3.** The City shall make an annual contribution of \$325,000 towards the Retiree Health Trust in order to fund post employment health benefits for current active members. Benefits shall be determined by the Retiree Health Trust Board in accordance with the IRS Rules and Regulations. The Union shall waive the annual contribution discussed in this paragraph for fiscal years 2012/2014.

**47.4.** It is the intent of the parties that upon severance of service from the Department all members will have their sick leave balances calculated at their rate of pay at time of severance and transferred to their Individual Plan accounts.

**47.5.** The parties agree that any losses, charges or expenses incurred by the participant in the RHP will be borne by the participant and shall not be made up by the City of Miami, the IAFF or the RHP.

**ARTICLE 48**  
**TERMINATION AND MODIFICATION**

**48.1** After a majority vote of those bargaining unit members voting on the question of ratification, and thereafter upon its ratification by an official resolution of the City Commission ratifying the Agreement and authorizing the City Manager to sign the Agreement on behalf of the City, then the Agreement, upon being signed by the appropriate Union representative and the City Manager, shall become effective October 1, 2012, except where otherwise stipulated. This Agreement shall continue in force until September 30, 2014.

**48.2.** On or before March 1, 2014, the Union shall notify the City in writing of its intention to renegotiate the Agreement in force and attached thereto shall include a list of proposals which shall inform the City of the items which they desire to negotiate, together with specific language describing its proposals. The changes indicated in the proposals shall be designated with a strike through of deleted language and new language will be underlined.

**48.3.** On or before March 1, 2014, the City shall present the Union with a list of proposals it desires to negotiate together with specific language describing its proposals. The changes indicated in the proposals shall be designated with a strike through of deleted language and new language will be underlined.

**48.4.** Initial discussions shall thereafter and no later than April 1, 2014, be entered into by the City and the Union.

**48.5.** Such discussions shall be concluded by the signing of a proposed agreement pursuant to Florida law.

**48.6.** The parties agree that by entering into and ratifying this Agreement neither party waives any of its rights to pursue all pending court or Public Employees Relations Commission

proceedings and any all remedies resulting from those proceedings related to and arising out of the declaration of financial urgency by the City in April of 2010, and any and all resulting changes or impacts of that declaration.

**48.7.** During the term of this Agreement, October 1, 2012 through September 30, 2014, the City shall not reduce wages or benefits contained herein.

**48.8** The parties understand that during calendar year 2010 the City imposed terms and conditions of employment. If any court, PERC, arbitrator rules that those changes or any portions of them have been illegally or improperly imposed or are otherwise not valid, those matters or portions of matters which have been illegally or improperly imposed will revert to what they were at the moment before they were imposed, and will become the terms and conditions of this Agreement. Provided, however, if any party appeals the aforementioned rulings, and they are stayed, the reversion will not occur as to those matters that are stayed while the stay is in effect. The act of entering into this agreement shall not be construed as a waiver of the Union's right to challenge the calendar year 2010 imposition. The City shall not raise the act of entering into this agreement as a waiver in any pending judicial, administrative or arbitral proceeding concerning the 2010 imposition.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the respective parties through an authorized representative or representatives of the Union and by the City Manager.

ATTEST:

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, LOCAL 587

\_\_\_\_\_  
President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

ON THE PART OF THE CITY OF MIAMI,  
MIAMI, FLORIDA

\_\_\_\_\_  
City Manager  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM  
AND CORRECTNESS

\_\_\_\_\_  
CITY ATTORNEY

**APPENDIX "A"**

**EFFECTIVE OCTOBER 1, 2006**

**Firefighter Salary Schedule**

**STEPS**

Firefighter		Firefighter		Firefighter		Firefighter		Firefighter		Firefighter		Firefighter		Firefighter		Firefighter		Firefighter
Starting	Mont hs	Year 1 + 6		Year 2 + 6		Year 3 + 6		Year 4 + 6		Year 5 + 6		Year 6 + 6		Year 7 + 6		Year 8 + 6		Year 9
		Year r 1	Mont hs	Year r 2	Mont hs	Year r 3	Mont hs	Year r 4	Mont hs	Year r 5	Mont hs	Year r 6	Mont hs	Year r 7	Mont hs	Year r 8	Mont hs	
	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 18

**LONGEVITY**

Firefighter		Firefighter		Firefighter		Firefighter		Firefighter		Firefighter		Firefighter		Firefighter	
5.0%						2.5%	2.5%					5.0%	2.5%		
After Year r 10	After Year 11	After Year r 12	After Year 13	After Year r 14	After Year 15	After Year r 16	After Year 17	After Year r 18	After Year 19	After Year r 20	After Year 21	After Year r 22	After Year 23	After Year r 24	

**Officer Salary Schedule**

**STEPS**

Officer		Officer		Officer		Officer		Officer		Officer		Officer		Officer		Officer		Officer
Starting	Mont hs	Year 1 + 6		Year 2 + 6		Year 3 + 6		Year 4 + 6		Year 5 + 6		Year 6 + 6		Year 7 + 6		Year 8 + 6		Year 9
		Year r 1	Mont hs	Year r 2	Mont hs	Year r 3	Mont hs	Year r 4	Mont hs	Year r 5	Mont hs	Year r 6	Mont hs	Year r 7	Mont hs	Year r 8	Mont hs	
	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	2.5%
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19

3

5

7

LONGEVITY

	Officer		Officer		Officer		Officer		Officer		Officer		Officer	
<b>5.0 %</b>					<b>2.5%</b>	<b>2.5 %</b>				<b>5.0 %</b>	<b>2.5%</b>			
<b>After Year 10</b>	<b>After Year 11</b>	<b>After Year 12</b>	<b>After Year 13</b>	<b>After Year 14</b>	<b>After Year 15</b>	<b>After Year 16</b>	<b>After Year 17</b>	<b>After Year 18</b>	<b>After Year 19</b>	<b>After Year 20</b>	<b>After Year 21</b>	<b>After Year 22</b>	<b>After Year 23</b>	<b>After Year 24</b>

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