

ARTICLE I

Recognition

The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiations over wages, hours, and other terms and conditions of employment for the following classifications in the Fire Department:

Fire Inspector,

Fire Inspector Supervisor,

Firefighter, Fire Lieutenant,

Fire Captain, and

all probationary employees serving in these classifications.

All other employees in other present classifications, including Fire Chief, Assistant Chief, Division Chief, Battalion Chief and any other classifications established by the City, are excluded.

ARTICLE 3**GRIEVANCE PROCEDURE**

3.1 Definition of Grievance and Time Limit for Filing. A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.4 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within fifteen (15) weekdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within fifteen (15) weekdays after the employee, through use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

3.2 Definition of Weekday. The term “weekday”, as used herein shall be defined as any day, Monday through Friday, excluding holidays, recognized by the City.

3.3 Grievance Procedure. Grievance shall be processed as follows:

Step 1: Any employee who believes he/she has a grievance shall present it in writing, on the Grievance Form provided by the City, to his/her Division Chief, or other person designated for that purpose, who shall give his/her answer within six (6) weekdays after such presentation. The employee will also provide the Union with a copy of said grievance. If the City form is not available through the Division Chief's office, the time limit for filing shall be waived until such time as the form is provided to the grieving party.

Step 2: If the grievance is not settled in Step 1 and the Union Grievance Committee desires to appeal, it shall be referred in writing by the Union to the Fire Chief within six (6) weekdays after the City's answer in Step 1. The Election of Remedy Form shall be completed and signed by the IAFF and/or the grievant, and attached to the Step 2 grievance. The Fire Chief, or his/her representative, shall discuss the grievance within six (6) weekdays with the Union Grievance Committee at the time designated by the City. If no settlement is reached, the Fire Chief, or his /her representative, shall give the City's written answer to the Union Grievance Committee within six (6) weekdays following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Union Grievance Committee desires to appeal, it shall appeal in writing to the City Manager or his/her designee for Labor Relations within six (6) weekdays after the City's answer in Step 2. A meeting between the City Manager, or his/her designee for Labor Relations, and the Union Grievance Committee shall be held within fifteen (15) weekdays. The City Manager, or his/her designee for Labor

Relations, shall give the City's written answer to the Union Grievance Committee within ten (10) weekdays following the meeting.

Any untimely filing of a grievance at any step will be considered withdrawn. Upon mutual agreement of the parties, grievances may be consolidated or grouped, and may also be commenced at Step 3 of the procedure.

3.4 Election of Remedies. Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) as set forth in Article 3.9 to a Hearing Examiner, who shall be selected by utilizing the procedure outlined in Section 3.5 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed by the bargaining agent via the Personnel Board procedures.

The decision of the Hearing Examiner shall be final and binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

3.5 Binding Arbitration. If the grievance involves a difference of opinion with respect to the interpretation or application of the express terms of this Agreement and said grievance has not been settled in accordance with the foregoing procedure, the Union Grievance Committee may refer the grievance to binding arbitration within six (6) weekdays after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within six (6) weekdays after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said six (6) weekday period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; and the other party shall then strike two names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection within six (6) weekdays by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives.

3.6 Authority of Arbitrator. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend such limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this section, the decision of the arbitrator shall be final and binding.

3.7 Expenses. All costs of arbitration, including the arbitrator's fees and expenses, shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives or witnesses. Either party desiring a copy of the transcript shall bear the cost of same.

3.8 Processing Grievance. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Fire Department. Any time spent by the Grievance Committee of the Union in discussions or processing grievances at Step 1, 2 or 3 during their working hours, shall not result in loss of earnings or benefits.

3.9 Suspensions, Reductions in Pay or Class, or Removal. Any dispute concerning an employee who has completed his/her probationary period, and who is suspended, reduced in pay, or classification, or removed, shall be processed through the Hearing Examiner procedure governing such appeals, or under this contractual grievance procedure upon the election of the employee within ten (10) days of the event giving rise to the dispute. An election of one procedure shall foreclose any resort to the other procedure. If the employee elects to utilize this contractual grievance procedure, it shall commence at Step 3.

3.10 Probationary Period. Nothing herein shall in any way affect the discretion presently accorded the Fire Chief with respect to employees in their probationary period following hire, or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Fire Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein. Newly hired employees shall be in probationary status for the duration of their department sponsored training period, in addition to twelve (12) months thereafter. New employees in probationary status have no right to utilize the grievance procedure for any matter concerning dismissal, suspension or other discipline during such period.

3.11 Union Grievance Committee. The Union shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Fire Chief and the City Manager's designee for Labor Relations of the name or names of the employee or employees serving on his committee, and of any changes in the members of the committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Fire Chief; however, such permission shall not unreasonably be withheld.

3.12 Waiver of Time Limitations. The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances.

ARTICLE 6

GENERAL PROVISIONS

6.1 No Discrimination. In accordance with applicable federal, state, and local law, the City and the Union agree not to discriminate against any employee on the basis of any protected classification.

6.2 Union Activity. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of Union membership or non- membership. It is understood that the Union specifically retains any rights it has arising out of Chapter 447, Florida Statutes, with regard to its representational activities.

6.3 Seniority List. The City shall, on March 1st of each year, prepare a seniority list by time in rank or grade of all employees covered by this Agreement and immediately thereafter post such list in each fire station. Such seniority list shall stand as posted unless an objection is reported to the Fire Chief within forty (40) calendar days after posting.

6.4 Relief at Fire. In the event of a fire or fires, or other emergencies requiring employees to work longer than their regular tour of duty, the officer in charge shall attempt to relieve these employees by the oncoming tour as soon as feasible.

6.5 Exchange of Time. The Fire Chief, or designee may grant a request of any two (2) employees to exchange shifts if the City will not incur any overtime costs as a result thereof.

6.6 Protection of City Property and Equipment. It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage. The City agrees to provide designated areas for the storage of bunker gear.

6.7 Uniforms. The City agrees to provide the following uniforms annually as its expense for the employees covered by this Agreement:

For Combat Division: one (1) dress uniform; three (3) sets of work uniforms; one (1) pair footwear (dress shoes, or boots; employee's choice); two (2) jumpsuits; one (1) work belt; four (4) t-shirts.

For Rescue Division: one dress uniform; three (3) jumpsuits; two (2) sets of work uniforms; one (1) pair of footwear (dress shoes, boots; employee's choice); one (1) work belt; four (4) t-shirts.

For both Divisions: every three (3) years the City shall provide a winter jacket and raincoat.

The City shall supply one (1) radio holster per radio and shall replace on an as needed basis.

All employees assigned to the marine division shall be issued three (3) pairs of boating shorts, three (3) long sleeves marine shirts, three (3) short sleeve marine shirts, and one (1) pair of boating shoes on an annual basis.

All employees working on day shift shall receive a combination of uniforms as selected by the employee not to exceed the value provide to that of a Rescue Division employee.

All uniformed employees covered by this agreement shall receive \$85.00 per month for uniform cleaning and maintenance.

6.8 Meetings between Parties. At the reasonable request of either party, the Union President, or his/her representative, and the City Manager, or his/her designee for Labor Relations, shall meet at a mutually agreed to time and place to discuss matters of mutual concern.

6.9 Union Time Bank. The IAFF and its designees or other members of the Executive board as determined by the President, shall have the right to conduct union business (under the conditions described in this Section), through the use of a time bank. For each fiscal year, the union time bank shall be 750 hours with the Union President detached. If the Union President elects not to be full time detached then the Union time bank will be 3,246 hours total, covering the contract period October 1, through September 30.

The Union President shall be assigned to the Support Services Division (1240). Once in any twelve (12) month period, the Union President may elect a day or shift assignment, while detached or not detached. On an annual basis he or she shall make an election to either: (1) be detached full time; or (2) not to be detached and may bid an assignment according to seniority. The Union President shall not be counted against minimum staffing for staffing purposes. In addition, for promotional purposes the Union President shall not be counted against the Table of Organization. Unused Union time bank hours, not more than a maximum of 750 hours, shall be rolled over from one contract year to the next. Use of the time bank shall be limited to the IAFF Executive Board (any exceptions to this may be granted by the Fire Chief or his/her designee provided that the request shall not be unreasonably denied). No more than two (2) employees per shift may be granted union time bank leave at any one time. The President of the IAFF shall provide a minimum of twenty-four (24) hours' notice to the Fire Chief for any leave to be granted. Time for attendance at negotiations for a successor agreement is addressed in Article 7.13 of this Agreement. In addition, administrative time which has been provided in the past (as determined by the Fire Chief), to the President, other members of the Executive Board or other IAFF members, shall ~~to~~ be provided for attendance at two (2) mutually agreed upon conferences each year of this agreement and such events shall not be included in the union leave time bank. All other union convention time other than these two conferences shall be part of the union time bank.

6.10 Line of Duty Injuries. The City agrees that the program for payment of medical and hospitalization expenses incurred as a result of injuries in the line of duty, which is currently in effect as set forth in Section 6.15 of this agreement shall be continued.

6.11 Change in Shifts. The City agrees to give employees covered by this Agreement notice prior to any mandatory change in shifts, such notice to be at least fifteen (15) calendar days prior to the change unless circumstances do not permit.

6.12 Fire and Rescue Off Duty Services. It is recognized that members of the bargaining unit are offered the opportunity from time to time to perform services utilizing their expertise and training for the benefit of private persons or entities, or public organizations or entities other than the City of Miami Beach. In such cases, the rate for the performance of these off-duty jobs shall be at an ~~uniform~~ hourly rate established by the Fire Chief in consultation with the President of the Union. The parties recognize and agree that the performance of these off-duty jobs or details do not constitute employment by the City of Miami Beach and that payment for these services will be made by and is the responsibility of, the other employer. Performance of this work shall be on a voluntary basis and there shall be lists of persons who wish to volunteer established on a basis which is mutually agreeable to the Chief and the President of the Union.

Pay for off-duty services is pensionable subject to the cap provisions set forth in Section 7.24. Off-duty hours worked do not count as hours worked for purposes of computing overtime.

6.13 Promotional Examinations and Appointments.

- a) The current Lieutenant and Captain Lists expiring on 02/29/2020 shall be extended to 02/28/2021 (the new list will become effective on 03/01/2021). In the event that a vacancy should occur prior to 2/28/2021, for the position of Captain, the parties agree to allow the Fire Chief to appoint an acting Captain until the testing process is completed.
- b) Effective 03/01/2021, all A-promotional lists shall remain active for a period of ~~thirty (30)~~ thirty-six (36) months from the effective date of each list. Promotional examinations for the position of Fire Captain and Fire Lieutenant will be given at least once every ~~thirty (30)~~ thirty-six (36) months, in such fashion as to provide continuously active promotional lists. The City agrees to begin the process no later than nine (9) months prior to expiration of the lists. In the event that a promotional examination is delayed, the eligible candidate for that examination shall be those candidates who would have been eligible had the examination been administered in proper sequence. The promotional list developed from a delayed promotional examination shall be retroactive to the date of the expiration of the previous promotional list and shall expire ~~thirty (30)~~ thirty-six (36) months from the retroactive effective date.

- c) When a vacancy exists in a promotional position, it shall be filled from the next eligible candidate on the current promotional list. The individual promoted shall be paid retroactively to the date of the creation of the vacancy and given a seniority date retroactive to that date. In the absence of an active promotional list, if there is a budgeted promotional vacancy that the City intends to fill, the City will temporarily fill the budgeted vacancy through temporary assignments. Personnel used to fill budgeted vacancies through temporary appointments shall be selected from the expired promotional list, shall be assigned for a period not to exceed ninety (90) days, and shall receive all appropriate wages and benefits afforded the position for the duration of their temporary assignment. Except in cases of exigent circumstances (i.e. hurricanes or other acts of God and delay of process by other parties), where it is clear that through no fault of its own the City fails to provide a promotional examination and eligibility list at the time of expiration of the prior list, any promotional appointments to vacancies created during the period when no eligibility list existed shall be retroactive back to the date of the vacancy. The City shall provide retroactive compensation and seniority to those individuals who are so appointed. However, in cases where a vacancy occurs and the current eligibility list has been exhausted with no eligible candidates remaining to be appointed to a vacancy, the promotion, compensation and seniority of an eligible candidate off the new promotional list shall be retroactive back to the first day following the expiration of the previous list, subject to the conditions above.
- d) A list of authoritative sources from which technical knowledge for the behavioral assessment component and the written test questions will be compiled by a Book Committee consisting of the Human Resources Director, Fire Chief, the Union President and the test developer or their designees, along with two incumbents, one designated by the Fire Chief and one designated by the union president. Without exception, no member of the Book Committee shall be a candidate for the promotional examination for which the list is compiled. These committee members will be responsible for the authoritative sources for Fire Lieutenant and Fire Captain promotional processes. It is the intent of the City and Union that all sections of the promotional processes will be complete with standing lists ready to post upon expiration of the current thirty (30) month lists. At least ninety (90) days prior to the scheduled date of the written promotional examination; a final notice will be posted containing a list of authoritative sources from which the technical knowledge, for the behavioral assessment component and the written test questions will be drawn. The technical knowledge for the behavioral assessment component shall be based on written standard operating procedures (SOP)/ standard operating guidelines (SOG) that are job related and rank specific selected by the established Book Committee and/or agreed upon authoritative sources.
- e) Candidates meeting the time in grade service requirements on the date the register expires are eligible to apply to take the promotional examination for their next higher rank. All Firefighters who, on the date the register expires, have five (5) years of seniority from their date of appointment to Firefighter, are State certified paramedics, and are State certified Fire Officer I, State Certified Fire Inspector I, have submitted a valid pump operator state certification to the training division at

least twenty-four (24) months prior to the effective date of promotional list (provided that on a one-time basis, for the upcoming promotional process, this twenty-four (24) month requirement will be reduced to twelve (12) months prior to the list effective date of 3/1/2021);

or,

have four (4) years seniority from their date of appointment to firefighter with all above requirements and one of the following: a Bachelor's degree in Public Administration, or Emergency Medical Service (EMS), or Fire Science (FS), or Master's Degree in Public Administration, or Emergency Medical Service (EMS) Administration/Management, or Fire Science (FS) Administration/Management, or Masters in Business Administration (MBA) and have performance evaluations of satisfactory or above for the preceding twenty-four (24) month period prior to the expiration of the current list, shall be eligible to take the Fire Lieutenant's test.

All Fire Lieutenants who on the date the register expires have three (3) years from their date of appointment as Fire Lieutenant and nine (9) years seniority from date of appointment as Firefighter (or eight (8) years from date of appointment as Firefighter with a Master's degree in Public Administration, or Emergency Medical Service (EMS) Administration/Management or Fire Science (FS) Administration/Management, or Masters of Business Administration (MBA) are State Certified Fire Inspector I and are State Certified Fire Officer II, with one (1) year of education credits) and have performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Fire Captain's test. ~~If there are no Fire Lieutenants who meet this criteria, then the minimum may be reduced to no less than seven (7) years seniority plus one (1) year of education credit.~~

For the Fire Captain ~~and Fire Lieutenant~~ promotional process, ~~an Associate's degree or equivalent a Master's degree~~ in Fire Science Administration/Management, or Emergency Medical Service (EMS) Administration/Management or Fire/Business/Public Administration, or Masters of Business Administration (MBA) or coursework meeting the State Fire Marshal's requirements for the "Firefighter Supplemental Compensation Program" (Florida Statutes section 633.382) will be acceptable and may substitute for one (1) year of time-in-rank and/or seniority in the department. ~~On a one-time basis, for the September 1, 2017 Fire Captain and Fire Lieutenant promotional tests, eighty (80) college credits from an accredited institution may be used to substitute for one (1) year of time-in-rank and/or seniority in the department toward eligibility.~~ All applicants must have a valid Florida driver license. Applicants must, in all cases, apply on or before the application cutoff date and time in accordance with Personnel Rules.

- f) There shall be at least two (2) post-test review/scoring sessions conducted on separate days and occurring within fourteen (14) calendar days of the

administration of the written examination. Each examinee will review their results when off duty and will be able to review a copy of his own answer sheet and the scoring key (for use only during the review session) containing the correct response, the name of the reading source and the location from which each test question was drawn. Challenges will be written and submitted to the test developer during the post-test review sessions. The test developer, the City's Manager's designee for Human Resources and the Union President or his designee shall conclusively decide all challenges by a majority vote.

Upon completion of the determination of a score for the behavioral assessment component of the examination, each examinee shall be furnished with their result. Each examinee may review his behavioral assessment component of the examination at a post-test review session for a time period of twice the duration of the behavioral assessment component of the examination. Each examinee will review their results when off duty. Challenges regarding the behavioral assessment component must be in writing and submitted to the test developer either during the post-test review session, or at an optional challenge session scheduled within ninety-six (96) hours of the post-test review session. There will be no review of the behavioral assessment component during the optional challenge session. However, an applicant can review their individual behavioral assessment component during the post-test review and submit challenges during the optional session. Applicants may not take any written notes or test materials from the post test review. The test developer, the City Manager's designee for Human Resources and the Union President or his designee shall conclusively decide all challenges by a majority vote. For each examinee who submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the optional challenge session.

- g) For written promotional examinations for Fire Lieutenant, and Fire Captain, the raw passing score will be seventy percent (70%) after all challenges have been resolved by the test developer. Assessment components will be used for promotions to Fire Lieutenant and Fire Captain. The passing score for the assessment component shall be seventy percent (70%) after all challenges are resolved by the test developer. After consultation with the Union President, the City will select an independent, qualified service provider to furnish and administer validated behavioral assessment components that are mutually agreeable to the parties. The City will offer behavioral assessment component preparation, orientation, and overview to all qualified applicants. The written examination given for Fire Lieutenant and Fire Captain will constitute ~~sixty fifty~~ percent (~~60 50~~%) and the behavioral assessment components will constitute ~~forty fifty~~ percent (~~40 50~~%) of the examinee's combined score. Promotional test results will be expressed as percentage points. For Fire Lieutenant and Fire Captain promotional processes, seniority and education percentage points, in accordance with the following specifications, will then be added to the combined score after the candidate has successfully passed all components for the promotional examination. Veteran's Preference points will be added (after the addition of seniority and education

percentages points in accordance with state law).

Fire Lieutenant/Fire Captain:

(Written Examination Raw Score *0.~~5060~~) + (Behavioral Assessment Component Score *0.~~5040~~) + Education points + Seniority points + Veterans Preference Points = Final Score.

PROMOTIONAL CREDIT

Promotional credit shall be limited to a maximum value of ~~eight (8)~~ ten (10) points, divided between two (2) components – seniority and education.

Seniority

Seniority shall be determined using the following formula:

Lieutenant: $LS \times 0.~~4650~~ = S$ (years 5-15)
 Captain: $LS \times 0.~~3050~~ = S$ (years 10-20)

LS shall be defined as length of service in the classification of Firefighter with the Miami Beach Fire Department. S shall be defined as Seniority and shall be given a maximum value of 4.65.0 points. Education shall be given a maximum value of 3.45.0 points.

Education

Education shall be determined using the following formula:

- ~~Associate degree (except as specified below)~~ _____ (max 1.2)
- ~~Associate degree in Public Administration, EMS or FS or any Bachelor degree (except as specified below)~~ _____ (max 1.8)
- ~~Bachelor degree in Public Administration, EMS or FS or any Master degree~~ _____ (max 2.4)
- ~~Lieutenant test only: Fire Officer I (State certified)~~ _____ (max 1.0)
- ~~Captain test only: Fire Officer II (State certified)~~ _____ (max 1.0)
- Associate degree in Public Administration, Emergency Medical Service (EMS) or Fire Science (FS) or any Bachelor degree (except as specified below) _____ (max 1.0)

- Bachelor degree in Public Administration, Emergency Medical Service (EMS) or Fire Science (FS) or any Master degree (max 3.0)
- Master's degree in Public Administration, Emergency Medical Service (EMS) Administration/Management or Fire Science (FS) Administration/Management, or Masters of Business Administration (MBA) (max 5.0)

College credit hours shall be credit hours documented by transcript or other acceptable evidence from an accredited college or university. Associate degree in Fire Science (FS) or Emergency Medical Services (EMS) shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence. Bachelor degree in Fire Science (FS), Emergency Medical Services (EMS) or Public Administration shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence. Master's degree in Fire Science (FS) Administration/Management, Emergency Medical Service (EMS) Administration/Management or Public Administration, or Masters of Business Administration (MBA) shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence.

Only one degree, ~~either associate or bachelor~~, shall count toward educational credit.

In order to accurately reflect promotional points for all documents submitted, the City will assign mandatory individual appointments for each promotional applicant for document submission and review. The deadline for submission for all documents required to substantiate the educational promotional credit will be 5:00 p.m. fourteen (14) calendar days after the pass/fail notification is provided by Human Resources to Fire Administration. All applicants must be present during the entire document review process to confirm documents and answer questions. Applicants must submit the Promotional Credit Formula (above) for each document that they would like considered. Stapled to the back of each Promotional Credit Formula must be an original or certified copy of each document the candidate would like considered. Each attachment must indicate the number of college credits the course is worth. The applicant may verify hours by a) indication on a certified transcript, b) indication on the certified copy of the certificate or c) an official letter from the institution stating the hours. If the hours are not indicated in one of these ways, the certificate will not be included for any point calculation. All documents must also include the course title, and the date the course was completed.

Education ~~credit hours~~ may only be counted ~~more than~~ once as it pertains to ~~either~~ time-in-rank ~~and or~~ time with the department for promotional purposes.

A promotional list for each promotional process will then be created listing examinees in descending numerical order of final score including any education, seniority or Veterans' Preference calculations. The Fire Chief will appoint from these promotional lists. Skip-overs may result from an examinee being rated unsatisfactory in two (2) or more

evaluations within the last twenty-four (24) months; being issued three (3) or more written reprimands/suspensions within the last twenty-four (24) months; serving under a Last Chance Agreement; or being physically/mentally unqualified to perform the essential functions of the position.

Promotions shall be made by rank order provided that the ranking examinee's documented performance and/or discipline history are not significantly inferior to that of the next ranking candidate.

The IAFF shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

The parties agree to review the formula for promotional credit and to implement such revisions as the parties may agree upon in writing.

6.14 Light Duty Assignments. If an employee is temporarily unable to perform the essential functions of the employee's job classification due to a non-job related injury/illness, he may make a written request to the Fire Chief for a light duty assignment. The Chief shall determine if there are any necessary functions which could be preferred by a light duty employee. If there are such opportunities, the Chief shall inform the employee in writing of any light duty assignments and the physical capabilities required for their performance.

The employee shall present this light duty assignment information to his/her treating physician and obtain, at his/her expense, a written evaluation of his/her capacity to perform the functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to a second opinion from a City-appointed physician. The establishment, duration, work hours, and content of light duty assignments are at the sole discretion of the Fire Chief and may be modified or ended at any time.

6.15 Injury Service Connected (ISC). For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability Workers' Compensation benefit received or which the employee is entitled to receive, and his/her regular rate of pay for any time lost from work due to a service-connected injury. "Service-connected injuries" shall be defined as injuries sustained under the following circumstances:

- a) while on duty and entitled to be paid by the City; or
- b) while reasonably exercising Firefighter functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or
- c) while exercising Firefighter functions when there is a physical danger to a person and the employee takes reasonable action off duty in Miami Dade County, Monroe County, Broward County, or Palm Beach County, excluding any injury incurred while performing duties as a member of any other fire or

- emergency service; or
- d) when operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits; or
- e) while participating in organized fire service training that is approved in writing by the Fire Chief after consultation with the City Manager's designee for Risk Management.

In the circumstances described above (sub-paragraphs a through e), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Fire Chief and the IAFF President, the City Manager, at his/her sole discretion, may extend the above described ISC payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued. The Union and the City agree to meet to discuss options and alternatives to the current ISC practices to cure abuses (if found), and ensure streamlined and efficient provision, administration, and use of ISC.

After an employee exhausts his/her benefits under this article and is receiving workers' compensation checks, the City shall access the employee's leave accruals to keep him/her whole. Deductions for benefits such as health and dental insurance coverage and pension contributions will be made from the value of the accrued leave. Once an employee runs out of leave accruals and is still unable to return to work, the employee has an affirmative responsibility to contact the Human Resources Department, Benefits Division, to make benefit payment arrangements. Employees will be given one month's grace period after which coverage shall be cancelled.

6.16 Jury Duty. Bargaining unit personnel who are summoned to jury duty shall be covered by the following:

- a) Personnel who are released from jury duty and who are not required to return for jury duty the following day will be required to report to work and complete the remainder of their assigned tour of duty.
- b) Personnel who are required to return to a jury pool or to jury duty on the date following their scheduled shift will be allowed to take off the second half of their assigned shift (8:00 p.m. to 8:00 a.m.) without being charged to annual leave or sick leave time. If the employee is released from jury duty before 5:00 p.m., he/she is required to return to his/her regularly scheduled shift.

6.17 Reduction in Work Force. For the term of this Agreement, there shall be no layoffs or demotions of bargaining unit members except for disciplinary demotions, suspensions, or terminations, which are not included for the purposes of no layoffs or demotions.

6.18 Infectious Disease Presumption. Any condition or impairment of health caused by Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS),

Hepatitis, Pulmonary Tuberculosis or Meningococcal Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by competent evidence. The City will maintain a confidential list of employees who have taken the required medical examinations. Employees will be added to the City's confidential list subject to the following conditions:

- a) New hires shall acquire the presumption entitlement after completing a pre-employment or post conditional offer of employment medical exam that tests for and fails to reveal any evidence of AIDS, Hepatitis, Pulmonary Tuberculosis, or Meningococcal Meningitis.
- b) Employees who refuse to take the pre-employment or post-offer testing related to presumptions mentioned in this Section shall not be eligible for the presumptions.

6.19 Seniority Bid System. It is understood by the parties that the current bid system in effect at the ratification of this agreement shall remain in effect. Any change to the bid system will be agreed upon through the Labor Management process.

6.20 Minimum Staffing. It is agreed that the staffing of the Department shall be in accordance with the minimum staffing ordinance of the City which may be amended from time to time in the City's discretion, subject to the Union's right to request impact bargaining as provided under Article 13 of this agreement.

6.21 Disclosure of Records. Employees will not have information contained within any of their files disclosed to persons other than the City's managerial and supervisory employees except as provided by law.

6.22 Defense of Members. In the event any action for civil damages is brought against a member of the bargaining unit hereunder individually, the City shall provide for the legal defense of the member and shall pay any resulting judgment against the member if authorized by Florida law.

ARTICLE 7

WAGES AND FRINGE BENEFITS

7.1 Wage Increases.

- a) Effective with the first pay period ending in ~~April of 2016~~ October of 2018, there shall be an across-the-board wage increase of ~~one-zero~~ percent (01%).
- b) Effective with the first pay period ending in ~~July of 2017~~ October of 2019 ~~April 1, 2020~~, there shall be an across-the-board wage increase of ~~three-one~~ percent (31%).
- c) Effective with the first pay period ending in ~~July of 2018~~ October of 2020 ~~April 1, 2021~~, there shall be an across-the-board wage increase of ~~three-one~~ percent (31%).
- d) Merit and longevity increases shall become effective on the payroll period commencing nearest the effective date, provided that the employee's performance has been rated as satisfactory for the prior year.

7.2 Suppression Division. There shall be one additional Firefighter (DE-driver/engineer), certified as an Air Room Technician per twenty-four (24) hour shift, for a total of three (3) employees. Each one of the three (3) twenty-four (24) hour shift employees shall be assigned to the Support Services Division (1240), and also be entitled to the five percent (5%) driver/engineer incentive pay.

7.3 Assignment Pay. Any employee assigned outside of 1210 (Suppression Division) will receive 10% assignment pay.

~~The only exception to this will be twenty-four hour (24 hour) shift officers (i.e., Lieutenants and Captains) assigned to the Rescue Division (1220), who shall receive five percent (5%) assignment pay.~~

7.4 Paramedic and EMT Pay. Employees who hold a Paramedic certificate shall receive a ten percent (10%) supplemental calculated on their base pay. An additional 4% shall be added to this supplement for a total of 14% and shall be phased in as follows: additional 2% effective the first pay period ending in April 2019; and an additional 2% effective the first pay period ending in April 2020. Employees who hold an EMT certification shall receive a one-and-one-half percent (1.5%) supplemental calculated on their base pay. Employees shall not receive pay supplements for both EMT and Paramedic certifications.

7.5 Certification Pay. In addition to "assignment pay" stated in Section 7.3, and paramedic/EMT pay stated in Section 7.4, the following divisions will provide certification pay:

a) Fire Prevention Division:

- 1) Employee shall receive an additional five percent (5%) supplement upon receipt of a State Fire Inspector Certificate and shall continue to receive such supplement until the Certificate expires, regardless of his/her divisional assignments. Employees shall remain solely responsible for maintaining a State Fire Inspector Certificate, unless assigned to the Division. Such costs involved in maintaining a State Fire Inspector Certificate shall remain the responsibility of the employee.
- 2) In order to bid into the Fire Prevention Bureau, employee must possess a current State Fire Inspector certification.

- b) **Support Services Division:** Employees shall receive an additional two and one-half percent (2½%) supplement upon receipt of a State Fire Instructor Certificate and shall continue to receive such supplement until the Certificate expires, regardless of his/her divisional assignment. Employees shall remain solely responsible for obtaining and maintaining a State Fire Instructor Certificate, unless assigned to the Division. Such costs involved in obtaining and/or maintaining a State Fire Instructor Certificate shall remain responsibility of the employee.

7.6 Paramedic Training.

For the purpose of this program, ~~the focus will be on bargaining unit personnel who were hired on or after March 30, 1987.~~ Seniority in rank will be the initial factor used to determine selection of students that will be allowed to apply to Miami-Dade College or other designated educational institution for acceptance into their paramedic program. The department will allow a minimum of two (2) bargaining unit personnel to enroll in the program each year. However, this number may be increased at the sole discretion of the Fire Chief, based upon staffing requirements, budget, class availability, etc. The Fire Chief will also determine the appropriate number of bargaining unit employees within each rank that will be considered for enrollment. The City will pay for the paramedic course, lab fees, required textbooks, and related medical exam and vaccinations.

Prior to the beginning of the school semester, bargaining unit personnel who have been accepted into the program will be transferred to a shift that allows them the opportunity to attend required classes on duty. This attendance will be governed by policies developed by the Fire Chief, including but not limited to, dress code, travel time, schedules, etc. The Fire Department shall not be responsible for additional on-duty time or expenses for bargaining unit personnel who are required to repeat portions of the paramedic course for graduation.

Bargaining unit personnel eligible for participation in this program will be allowed to submit a written request for a one-time deferment upon notification by the Fire Chief that they are being processed for the next available class. Any requests for deferment must be directed to and received by the Fire Chief within fifteen (15) days from the date of notification to ensure that there will be an adequate number of students available for entry into this program.

An employee granted a deferment will not be considered eligible for participation for a period of one (1) year from the date of deferment, at which time he/she will be required to make application to Miami-Dade College or other designated educational institution for acceptance into the next available Paramedic Training Program.

While attending paramedic school, bargaining unit personnel will not be permanently assigned to any division that would require payment above base salary. For example, personnel will not be permanently assigned to the Fire Rescue Division, Fire Prevention Division, or the Support Services Division. However, they may be assigned temporarily as the need arises.

7.7 Driver Incentive Pay:

- a) In order to be eligible for the Driver Engineer incentive pay, a Firefighter shall successfully complete Fire Apparatus/Equipment and Fire Hydraulics/Equipment courses or similar curriculum. Those Firefighter employees who meet these qualifications and are assigned to the Suppression Division (1210) as a Driver Engineer who bid into the Driver Engineer assignment pursuant to the annual bid process shall receive a five percent (5%) Driver Engineer incentive pay.
- b) ~~Effective September 30, 2012, a~~Any Firefighter assigned to the Rescue Division (1220) shall receive a ~~three~~five percent (~~35~~5%) driver incentive pay.

7.8 Work Out of Classification. When the City assigns a Firefighter, Lieutenant, or Captain to work in a higher position for more than one hour, he/she shall receive an increase of ~~two~~three dollars (\$~~23~~23.00) per hour for all hours during which the assignment continues on that shift. ~~Effective October 1, 2016, the amount shall increase to three dollars (\$3.00) per hour.~~

After the implementation set forth in Section 6.21, no Firefighter shall be assigned to work out of class as a Fire Lieutenant on a Combat Unit unless he/she is on an active Fire Lieutenant promotional list. A Firefighter may be assigned to work out of class as a Fire Rescue Lieutenant provided that any Firefighter on an active Fire Lieutenant promotional list has the right of first refusal.

After the implementation set forth in Section 6.21, no Firefighter shall be assigned to work out of class as a Driver Engineer unless he/she meets the qualifications set forth in 7.7 (a).

No probationary employee shall be assigned to work out of classification.

7.9 Overtime. Any member of the bargaining unit required to perform work outside of his/her normal shift shall receive pay at time-and-one-half their current hourly rate, except as follows. Effective upon ratification of this Agreement, the parties understand and agree that Section 207(k) of the Fair Labor Standards Act Regulations shall apply to hours of work for employees covered under this agreement. Accordingly, the normal biweekly work

period shall consist of ninety-six (96) hours in a fourteen (14) day period for employees assigned to work twenty-four hour shifts, and eighty (80) hours in a fourteen (14) day period for employees assigned to work eight (8) or ten (10) hour shifts. Hours worked in excess of the ninety-six (96) or eighty (80) hour biweekly work period, depending on shift assignment, shall be compensated at the rate of one and one-half times the employee's regular rate of pay. Sick leave, excluding sick leave taken under the Family and Medical Leave Act (FMLA), shall not count as hours worked for purposes of overtime calculation. Leave without pay, excluding leave taken under the Family and Medical Leave Act (FMLA), shall not count as hours worked for purposes of overtime calculation. Hours worked on an off-duty assignment (regular or overtime pay) shall be subject to the overtime provisions set forth herein, and shall count as hours worked for the purposes of overtime calculation. Hours worked on an off-duty detail (non-overtime, detail pay, e.g., a detail sponsored by a third party) are not subject to the overtime provisions herein, and shall not count as hours worked for purposes of overtime calculation. All other hours in paid status shall count as hours worked for the purposes of overtime calculation.

If an employee is forced to stay beyond the hours of his/her regular shift, such additional hours shall be paid at double the regular rate of pay.

Hourly rates shall be determined using the definitions in Article 7.16, Hours of Work. Upon implementation of the new average pay period provision for 24-hour shift personnel, all vacation and sick leave accrual rates and existing accrued amounts for 24-hour shift personnel shall be revised to reflect this change (i.e. 1.5 hours for each hour).

The Fire Chief will make available to the International Association of Fire Fighters, Local 1510 (IAFF) a report or the database of the overtime worked by the bargaining unit members. Such information will be furnished to the IAFF on an as needed basis.

7.10 Call-in Guarantee. A member of the bargaining unit who is called in to work outside of his/her normal shift will be guaranteed four (4) hours of pay to be computed at the rate of time- and-one-half, except when contiguous to the employee's regular schedule. If a call-in occurs on a holiday, the member will receive holiday pay for the four (4) hour guarantee and all additional hours worked on the holiday. If an employee does not perform available work as assigned, he shall not be entitled to any pay. This section is subject to the provisions set forth in Section 7.9, Overtime.

7.11 Holidays. The following holidays shall be granted to all members of the bargaining unit accordingly:

Holidays	Designated Date
New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September

Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas	December 25 th

Employee's Birthday*
Three (3) Floating Holidays**

* Birthday shall be twenty-four (24) hours for 24-hour shift employees and eight (8) or ten (10) hours for 8/10-hour shift employees.

** Three (3) floating holidays of ten (10) hours or eight (8) hours for 8/10-hour shift employees, and two (2) 24-hour floating holidays for 24-hour shift employees. Effective upon ratification of this Agreement, 24-hour shift employees shall receive three (3) 24-hour floating holidays.

- a) Floating holidays are to be selected by the employee, subject to the Fire Chief or designee's approval, during each 26 pay period year.
- b) Bargaining unit members shall be eligible to use Floating Holidays and Employee Birthday after six (6) months of continuous employment with the City.
- c) 8/10-hour shift employees get the same holidays as other City Employees.
- d) Bargaining unit members shall receive holiday pay (double time) for all hours worked on holidays. Double time pay does not apply to 24-hour shift employees, except when working overtime on a Holiday.
- e) All twenty-four (24) hour shift employee on any City recognized holiday will have the option of an alternate holiday of twelve (12) hours at the employee's regular straight time rate of pay, to be used within twelve (12) months of the holiday, or receive pay for the twelve (12) hours at the employee's regular straight time rate of pay. An employee choosing an alternative holiday must make their choice as to receiving an alternate holiday on or before 12/31, 3/31, 6/30 or 9/30 for the forthcoming quarter. Failure to timely make this selection by any of the quarterly deadlines shall be construed as an election of pay.
- e)f) Beginning on September 30, 2019, all 24-hour shift personnel shall have an option of an annual one-time lump sum payout for all city recognized holiday pay accrued throughout the year. Said employee must make election on payout on or before September 30th for the following year's holidays, to be paid out on the last payroll period ending September of the following year.
- e)g) Any additional holidays so designated by official action of the City Commission shall be added to the above list.
- f)h) Twenty-four (24) hour shift personnel whose R day or regular day off falls on a holiday will receive pay for twelve (12) hours at the employee's regular straight time rate of pay. The shift that is ending at 8 a.m. on the holiday and the shift that starts at 8 a.m. on the holiday, shall both receive twelve (12) hours holiday pay at the regular straight time rate of pay.

7.12 Vacation Benefits. Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue for the

term of this Agreement.

7.13 Negotiation Pay. The Union's Negotiation Committee shall be composed of not more than five (5) members of the bargaining unit selected by the Union. Four (4) committee members, not more than two (2) of whom are on the same tour of duty, shall be allowed time off with pay to participate in any negotiations conducted pursuant to Chapter 447 of the Florida Statutes on any day or days on which negotiations are held during their regularly scheduled tour of duty.

Employees shall not be paid for time spent in negotiations on off-duty days. The Union shall notify in writing the Fire Chief and the City Manager's designee for Labor Relations of the names of the members of the Negotiations Committee and of any changes in the members of said Committee.

7.14 Sick and Vacation Leave Accrual and Maximum Payment of Termination. All employees covered by this Agreement shall, under applicable ordinances, rules and regulations, be allowed no accumulation of vacation leave, except in accordance with provision for postponement of vacation leave as set forth in Article 7 of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days sick leave to one day vacation leave to be used in the pay period year when transferred. The Must Use Cap on vacation accrual is ~~460~~500 hours (~~690~~750 for 24-hour shift employees). Employees shall be permitted to carry hours over the cap until March 31st of the following year.

Employees shall be entitled to schedule and use at least one year's worth of their annual leave per year, if they participate in the Fire Department's vacation leave application process in a timely manner.

~~Effective with the first pay period ending in October of 2006, t~~The maximum amount of accrued, combined sick and vacation leave paid upon retirement, termination or death shall not exceed 820 hours for non-shift personnel and shall not exceed 1,230 hours for 24-hour day shift personnel.

The value of the combined accumulated sick leave hours and vacation hours upon termination, retirement or death shall be one hundred percent (100%), up to the maximum as stated above.

7.15 Sick Leave Sell Back Program. An annual sick leave sell back program, payable on a dollar for dollar basis, shall be implemented as stated in this section. The annual sick leave sell back period shall cover each fiscal year from October 1st to September 30th. Payments for each annual sick leave sell back period will be made in the last pay period in November after the closing of the applicable sell back period.

The sick leave sell back program will allow qualified employees to sell back their annual sick leave accrual during the sell back period, minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. **Effective**

October 1, 2016, Employees with less than fifteen (15) years of service, may sell back up to ninety-six (96) hours (non-shift employees), and one hundred forty-four (144) hours (shift employees). Employees who have completed ~~twenty-five~~ (2015) years of service or more, before the start of the applicable sell back period, may sell back up to 136 hours (non-shift employees) or 204 hours (shift employees), minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. Leave utilized under the Family and Medical Leave Act (FMLA) shall not reduce the sick leave sell back amount.

In order to qualify for participation in the sick leave sell back program, employees must: (1) Have been employed by the City throughout the entire sick leave sell back period being measured; and (2) Maintain at least four hundred (400) hours of combined accumulated sick and vacation leave, after each sell back date, for shift personnel, and three hundred (300) hours for non-shift personnel. Employees who have completed five (5) years of service or less, before the start of the applicable sell back period, must maintain at least three hundred (300) hours of combined accumulated sick and vacation leave, after each sell back date, for shift personnel, and two hundred (200) hours for non-shift personnel. The sick leave hours sold back as part of this program cannot cause the employee's accumulated sick and vacation leave to descend below the aforementioned minimum established thresholds.

7.16 Hours of Work.

- a. The average pay period for twenty-four (24) hour shift personnel covered by this agreement will be 96 hours in a 14 day period and the three (3) shift (A,B,C) schedule of twenty four (24) hours on duty and forty eight (48) hours off duty shall continue for the duration of this agreement. Every seventh shift, currently known as an R-day, shall be a day off so as to comply with the average pay period described above.
- b. The average pay period for 8/10-hour shift personnel covered by this agreement shall be eighty (80) hours in a fourteen (14) day period, with scheduled shifts consisting of eight (8) ten (10) hour or ten (10) eight (8) hour days per pay period. 8/10-hour shift personnel shall not be eligible to receive or accrue R-days.

7.17 Health Trust Contributions:

As of January 1, ~~2015~~2019, the City's monthly contributions to the Miami Beach Local 1510 Firefighters Insurance Trust Fund (hereinafter "Trust") inclusive of dental have been for all bargaining unit employees shall be:

Single:	\$ 585.20	(\$ 566.96 Medical + \$18.24 Dental)
Emp. + 1:	\$1,427.02	(\$1,391.45 Medical + \$35.57 Dental)
Family:	\$1,445.37	(\$1,391.45 Medical + \$53.92 Dental)

Single:	\$ 681.72
Emp. + 1:	\$1,661.33
Family:	\$1,680.98

On an annual basis, the City will be provided with the actual premium cost to the Miami Beach Local 1510 Firefighters' Insurance Trust Fund (herein after referred to as TRUST) as determined by its qualified consultant with those supporting documents reflecting the TRUST'S costs per participant. This actual cost shall include all liabilities of the TRUST inclusive of administrative fees, claims costs, reserves and stop loss not to exceed the maximum expense to the TRUST and supporting this annual percentage increase. _

~~The City's annual calendar year contribution will be~~ based on a true-up process as described below. (It is understood and agreed that the numbers used in the foregoing examples are fictional and for illustrative purposes only.)

Future annual increases to the city monthly contributions will be made based upon the Annual Segal Health Plan Cost Trend Survey for Open Access PPOs/POS Plans. The increases shall be effective January 1 of each year beginning January 1, 2020. In no event shall the city monthly contributions be less than the prior year, even if the trend rate is negative.

Example #1: Trust's actual calendar year percentage premium increase is less than the City's actual contribution — a refund is calculated:

If the City's actual monthly contribution exceeds the TRUST'S monthly premium contribution, then the difference shall be recorded and refunded to the City by reducing the City's first following calendar year premium payment to the TRUST by the total amount of the dollars to be refunded. This refund will be based on the dollars determined each month. In addition, the City's base premium rate will be adjusted to reflect this annual percentage decrease in cost. The City's premium rate for December of the preceding calendar year will be adjusted to reflect this percentage decrease in premium cost and then the City's current straight line average increase will be added to this base premium.

- 1) City's monthly contribution for calendar year 2006 = \$100,000/month.
- 2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%).
- 3) Trust's actual monthly premium for calendar year 2007 = \$104,950.50 (this is 1% less than #2).
- 4) Therefore, the City overpaid the Trust by \$1,049.50 each month, which means the City would receive a credit of \$12,594 (\$1,049.50 x 12) to be taken off of the first premium contribution in 2008.
- 5) The City's straight line average for 2008 has been set at 6%.
- 6) Before adding this new straight line average of 2008, the current — monthly

~~contribution will need to be adjusted to reflect the true costs of 2007 (Dec 06 base premium + 5% (The true increase for TRUST in 2007)). This establishes the new base premium for 2007.~~

- ~~7) Therefore, the City's monthly contribution for 2008 would be \$105,000 (2007 adjusted premium) x 6% (2008 straight line average) = \$111,300.~~

Example #2: ~~If the payments made by the City to the TRUST do not exceed the actual increase for prior year, then there will be no reduction made in the current year.~~

~~Trust's actual calendar year percentage premium increase is greater than the City's actual contribution — no refund is calculated:~~

- ~~1) City's monthly contribution for calendar year 2006 = \$100,000/month.~~
- ~~2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%).~~
- ~~3) Trust's actual monthly premium for calendar year 2007 = \$110,000 (this is more than the City's actual payment).~~
- ~~4) Therefore, the Trust's premium was more than the City's actual contribution for 2007. No credit is due to the City and there will be no monies deducted from the first premium in 2008.~~
- ~~5) There will be no reduction to the City's current monthly contribution.~~
- ~~6) The City's straight line average for 2008 has been set at 6%.~~
- ~~7) The 2008 rate will then be determined as follows:
\$106,000 (2007 rate) x 6% (2008 straight line average) = \$112,360~~

Example #3: ~~If the payments made by the City to the TRUST are equal to the actual increase to the TRUST for the prior year, then there will be no reduction made in the current year.~~

~~Trust's actual calendar year percentage premium increase is equal to the City's actual contribution — no refund is calculated:~~

- ~~1) City's monthly contribution for calendar year 2006 = \$100,000/month.~~
- ~~2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%).~~
- ~~3) Trust's actual monthly premium for calendar year 2007 = \$106,000.~~
- ~~4) Therefore, the Trust's premium was equal to the City's actual contribution for 2007, no credit is due to the City and there will be no monies deducted from the first premium in 2008.~~
- ~~5) There will be no reduction to the City's current monthly contribution.~~
- ~~6) The City's straight line average for 2008 has be set at 6%.~~
- ~~7) The 2008 rate will then be determined as follows:
\$106,000 (2007 rate) x 6% (2008 straight line average) = \$112,360~~

~~If the City's renewal rate is flat, or a negative percent, then there will be no change made to the City's annual calendar year contribution to the TRUST.~~

~~The City's contribution amount will help fund the level of benefits provided by the current plan as of the date this contract is signed* and will help fund the level of benefits provided by the TRUST not to exceed the maximum expense to the TRUST for said benefits. If plan design changes cause an increase in the TRUST'S monthly premium, the City is not required to increase its contribution as a result of the plan design change. The City shall be notified in writing of all plan design changes within thirty (30) days of the effective date of any proposed change.~~

Deadlines:

a) ~~First Week of Each February:~~

~~An annual report shall be provided from the TRUST to the City Manager's designee for Labor Relations and Human Resources/Benefits Administration no later than the 1st week of February every year. This premium billing report shall reflect the annual premium costs based on the claims experience and administrative costs of the TRUST as determined by its qualified consultant and documents reflecting the TRUST'S annual costs for administrative fees, claims costs, stop loss and reserves.~~

~~In addition, t~~The Miami Beach Local 1510 Firefighters' Insurance Trust Fund shall provide the **audited** financial statements from the TRUST CPA on an annual basis but not later than March 1st of each calendar year, reflecting Miami Beach's actual premium contributions for the prior calendar year to the City Manager's designees for Labor Relations and Human Resources/Benefits Administration. Audited financial reports will be provided as soon as available each calendaryear.

- ~~b) The City Manager's designee for Labor Relations will provide the final renewal rates to the Miami Beach Firefighters Insurance Fund prior to the beginning of the new plan year.~~
- ~~c) The City's designees for Labor Relations and Human Resources/Benefits Administration will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send representatives to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for the purposes of that meeting.~~
- ~~d) The City will make payments to the TRUST by the 15th of the month for the previous month. In order to assist the TRUST with the transition of payment dates, the City will provide a \$500,000 advance amount. In the future, should the City cease payments to the TRUST, the TRUST shall reimburse the \$500,000 advance to the City.~~

~~*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for calendar year 2016.~~

~~**The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divide by the number of the City's medical plan options and in the same manner for dental plans.~~

In addition:

- a) For all current retirees and active employees on the payroll as of July 14, 2010 ~~the date of ratification of this contract~~, all employees ~~presently~~ in the DROP as of that date, and all eligible dependents under the current eligibility rules, the City contribution for those current retirees and current employees who become future retirees for health coverage shall be equal to the City's Health Trust contribution formula for active employees. Furthermore, the contributions for those current retirees and current employees who become future retirees and their eligible dependents shall be no less than the current value of the contributions for active employees and their eligible dependents. This agreement shall be reduced to writing and made individual contracts and shall be vested benefit throughout retirement.
- b) Employees hired after July 14, 2010, who elect to be covered by the Firefighters Plan to the extent they choose to have medical benefits provided to them and their dependents during retirement shall receive a health insurance stipend ~~in lieu of a City contribution~~ to the Trust on behalf of those employees after their retirement. The stipend shall be a monthly payment equal to ~~twenty five dollars~~ twenty nine dollars and .77 cents (\$29.77) per each year of service, subject to an annual increase based on the Miami-Ft. Lauderdale all urban consumer CPI as of September 30th of each fiscal year, to be calculated and adjusted each September 30th thereafter. ~~The first annual CPI adjustment took effect on September 30, 2011.~~ Upon separation of employment with the City, the individual's stipend shall continue to be adjusted annually every September 30th thereafter. As of September 30, ~~2015~~ 2018, the stipend for each year of service is ~~\$27.49~~ twenty nine dollars and .77 cents (\$29.77), which shall continue to be adjusted annually every September 30th thereafter.
- c) All members of the bargaining unit who have worked at least ninety (90) days from date of appointment will not be covered by City-provided medical and dental benefits and will instead be covered by the Miami Beach Local 1510 Firefighters' Insurance Trust Fund (Firefighters Plan). Covered employees if they choose, will have the options of coverage as set forth in that Plan. Non-bargaining unit State certified firefighter employees in the Fire Department have the option of coverage under the City-provided plan or Firefighters Plan, but not both, provided they meet the TRUST's eligibility as defined in the plan document.
- d) All members of the bargaining unit who were members of the Union on September 1, 1986, and who retire on or after October 1, 1986, and non-bargaining unit employees who opt for the Firefighters Plan and who retire on or after October 1, 1986, shall be covered by the Firefighters Plan to the extent they choose to have

medical benefits provided to them and their dependents during retirement.

~~The City shall be provided with a copy of the Firefighters Plan booklet and the Trust Agreement, and any other information required by law and shall be apprised of any changes in the Trust Agreement and/or Plan benefits.~~

- e) Employees covered by this Agreement who retire, or are terminated by the City must be vested in the Police/Fire pension plan or the City of Miami Beach Employee Retirement plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or termination.
- f) Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.
- g) ~~Effective the first pay period ending after the date of ratification of this Agreement,~~
a) All employees covered by this agreement shall contribute fifty dollars (\$50.00) biweekly to the Post Employment Health Program (PEHP). Upon separation of employment from the City, or when participating in DROP, employees covered by this agreement shall contribute ten percent (10%) of their total accrued leave payouts toward the PEHP. Any and all fees/costs associated with administering the PEHP shall be incurred by the plan participants. In no event shall the City incur any costs.
- h) For so long a period as the federal tax code imposes a heavier tax burden upon City employees with domestic partners who elect to receive family medical and dental coverage over that of their married counterparts, the City will reimburse those employees with domestic partners who pay this heavier tax burden by adding to their biweekly pay the additional amount withheld from the employees' pay and the amount of the additional tax assessed by the federal government upon this reimbursement. Reimbursement under this subsection shall not be considered to be pensionable income. In order to qualify, eligible employees must have registered domestic partnerships in accordance with the applicable provisions of the Miami-Dade County Code of Ordinances and the City of Miami Beach Code of Ordinances.

7.18 Paramedic Recertification Pay. Time spent while off duty in classroom (including the test) or lab settings to obtain recertification in accordance with State of Florida requirements is not time worked and will not be compensated by the City. Books and tuition for such courses will be paid for by the City. Under present state recertification procedures, the City will provide a \$500 paramedic recertification pay annually, to be paid in the first pay period ending in October.

Non-paramedic employees who are required to obtain EMT recertification shall be provided with the state required instruction while on duty.

7.19 Court Time. When an employee is required to appear in court or at a deposition by the State Attorney, public defender, or a federal agency, or is required to appear in court or at a deposition in a civil matter which involves the employee's employment with the City, (except when the employee is a Plaintiff in any litigation against the City, when the litigation involves one employee who is suing another employee, and/or when the employee is a Plaintiff or Defendant in a lawsuit where the employee is not on the same side as the City, this Section shall not apply) he/she will be paid a minimum of four (4) hours at the overtime rate if the court appearance or deposition is not contiguous to the regular duty shift. If the court appearance or deposition is contiguous to the regular duty shift, the minimum guarantee shall be two (2) hours at the overtime rate.

7.20 On-Call. Employees who are placed in an on-call status as primary respondents for periods of one month at a time will be paid ~~\$300~~ 400 for each such month.

~~**7.21 Shift Training Coordinator.** One employee on each operating shift will be given a \$300.00 annual bonus for holding and maintaining a State of Florida Fire Instructor certificate, and for performing as the shift training coordinator. This training certificate holder bonus is not pensionable for purposes of retirement calculation.~~

7.21 Rescue Out of Class (ROC). When the City temporarily assigns an employee covered by this Agreement to work in Fire Rescue for more than one hour he/she shall receive an additional ~~two~~ three dollars (~~\$2.00~~ \$3.00) per hour for all hours during which the assignment continues on that shift. ~~Effective October 1, 2016, the amount shall increase to three dollars (\$3.00) per hour.~~

7.22 Pension: The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan upon ratification of this Agreement, to provide the following benefits for plan members who retire on or after September 30, 2013 (except as otherwise specified below):

- A. **Military Buy Back:** Upon completion of five (5) years of creditable service under the pension system, ten years for members hired after ratification of this agreement, members may purchase additional creditable service under the system for up to two (2) years of prior military service, in increments of up to three percent (3%) per year of service for a maximum additional multiplier of six percent (6%), purchased at ten percent (10%) or ten and one half percent (10.5%), (for new hires required to contribute 10.5% to the plan as set forth in sections G and H herein), of pensionable salary for each year of military service purchased, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase. Such purchased creditable service will be available for use as a benefit, including for purposes of reaching normal retirement eligibility. In no event may the purchased service be used for purposes of vesting credits.

The purchase of additional military service must be completed within twenty-four (24) months following a member's completion of five years of creditable service under the pension plan: (ten years for members hired after ratification of this agreement). ~~If a member does not complete the purchase within the twenty four (24) month period, he/she shall not be eligible for the purchase in the future. Effective September 30, 2013, those members who have attained at least five (5) years but no more than ten (10) years of creditable service, may purchase additional military service as provided for in section A herein, within twenty four (24) months.~~ If a member does not complete the purchase within the twenty-four (24) month period, he/she shall not be eligible for the purchase in the future. These provisions shall be applicable upon attaining ten (10) years of creditable service under the Miami Beach Police/Fire Pension plan for employees hired on or after ratification of this agreement.

Prior Fire Service Buy Back: Upon ratification, all bargaining unit employees shall have a window between July 1, 2021 and September 30, 2021 in which to purchase up to two years creditable service in increments of up to three percent per year of service for up to two years of prior fire fighter service for another county, or municipal Fire Department, Federal fire fighter, State Fire Agency or Tribal Fire Department purchased at 10% or 10.5% (for employees required to contribute 10.5% to the plan as set forth in sections G and H herein) of pensionable salary for each year purchased. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave valued at the employee's hourly rate at the time of purchase, with the cost prorated for fractional years of service. In the event the employee separates from employment after purchase of such creditable service but prior reaching 10 years of creditable service, the employee shall be reimbursed amounts paid in. Such purchased creditable service will be available for use as a benefit, including for purposes of reaching normal retirement eligibility, upon completion of 10 years of creditable service under the pension system. In no event may the purchased service be used for purposes of vesting credits.

Non Prior Service Buy Back: Upon ratification, all bargaining unit employees shall have a window between July 1, 2021 and September 30, 2021 in which to purchase up to two years creditable service in increments of up to three percent per year of service for a maximum additional multiplier of six percent (6%), purchased at 10% or 10.5% (for employees required to contribute 10.5% to the plan as set forth in sections G and H herein) of pensionable salary for each year purchased. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave valued at the employee's hourly rate at the time of purchase. Such purchased creditable service will be available for use as a benefit upon completion of 10 years of creditable service under the pension system. In the event the employee separates from employment after purchase of such creditable service but prior reaching 10 years of creditable service, the employee shall be reimbursed amounts paid in. In no event may the purchased service be used for purposes of vesting credits.

The total amount of creditable service available for purchase shall not exceed a total two years (6%) for any combination of the above buy back options, or when an employee has participated in a prior by-back in the Miami Beach Police/Fire Pension system of six percent (6%) or more.

A.B. All compensation for work performed pursuant to section 6.12 (off duty services) shall be included in a member's salary for pension purposes, and shall be used in the calculation of member contributions and benefits. Provided, in no event shall overtime pay and/or off-duty pay, exceed the caps presently specified in the Miami Beach Police and Fire Pension Ordinance. ~~Effective September 30, 2013,~~ Overtime in excess of 300 hours per year or payments for unused sick and and/or vacation leave may not be included in compensation for pension purposes.

B.C. DEFERRED RETIREMENT OPTION PLAN (DROP)

1. **Eligibility** – Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.
2. **Conditions of Eligibility** – Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed sixty (60) months; however, employees who entered the DROP on or before September 30, 2015, may extend their DROP participation period by twelve (12) months, for a total maximum DROP participation period not to exceed seventy-two (72) months. Employees who entered the DROP on or after October 1, 2015, but prior to the date of ratification of this Agreement, may extend their DROP participation period by up to thirty-six (36) months, for a total maximum DROP participation period not to exceed ninety-six (96) months. Employees who enter the DROP on or after the date of ratification of this Agreement will be subject to a total maximum DROP participation period not to exceed ninety-six (96) months. Notwithstanding, participation may not continue beyond that date when the employee's combined years of creditable service and time in the DROP equals four hundred and fifty-six (456) months. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.
 - a. Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.
 - b. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to

time.

- c. Employees currently in the DROP, who meet the requirements set forth in Sections 1 and 2 above, and elect to extend their DROP participation period, must sign such forms as may be required by the Pension Board by no later than September 1, ~~2016~~ 2019.

- 3. **Conditions of Employment for DROP Participants** – Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

4. **Effect of DROP Participation**

- a. An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.
- b. The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.
- c. A DROP participant is not eligible for disability benefits from the Plan.
- d. An employee may participate in the DROP only once.
- e. Effective with the start date of an employee's DROP participation, contribution to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.

- 5. **Payments to DROP Account.** A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts. With the exception of those employees who enter the DROP on or after September 1, 2012, through September 29, 2013, shall continue to receive a zero (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the applicable maximum participation period.
 - a. Employees who entered the DROP on or before September 30, 2015, and who choose to extend their DROP participation period by up to twelve (12) months, shall receive a zero (0%) retiree cost of living adjustment (COLA) for their sixth (6th) annual adjustment date. If these employees choose to extend their DROP participation period and separate from employment with the City at any time within the sixth (6th) year, they will not receive a retiree

COLA on the sixth (6th) annual adjustment date, but will receive a retiree COLA on the seventh (7th) annual adjustment date and all annual retiree COLAs thereafter.

b. Employees who entered the DROP on or after October 1, 2015, but prior to the date of ratification of this Agreement, who choose to extend their DROP participation period by up to thirty-six (36) months shall receive a zero (0%) retiree COLA for their sixth (6th), seventh (7th), and eighth (8th) annual adjustment dates. If these employees separate from employment with the City at any time within the sixth (6th), seventh (7th), or eighth (8th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

c. Employees entering the eight (8) year DROP on or after the date of ratification of this Agreement shall receive a zero (0%) retiree COLA for their sixth (6th), seventh (7th), and eighth (8th) annual adjustment dates. If these employees separate from employment with the City at any time within the sixth (6th), seventh (7th), or eighth (8th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

d. Employees hired after the date of ratification of this Agreement who enter the DROP shall receive a zero (0%) retiree COLA for their first (1st), second (2nd), third (3rd), and fourth (4th) annual adjustment dates. If these employees separate from employment with the City at any time within the first (1st), second (2nd), third (3rd), or fourth (4th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

6. DROP Account Earnings

- a. Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.
- b. A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.

7. **Payment of DROP Account Funds** – Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. In the event of the member's death, payment shall be made directly to the member's beneficiary. No

payments will be made from the DROP account until the member terminates employment.

8. **DROP Account Payment Options** – Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:
- a. **Lump Sum** – All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.
 - b. **Partial Lump Sum** – A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.
 - c. **Direct Rollover** – All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.
 - d. Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.
9. **Death of DROP Participant** – If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

10. Administration of DROP Accounts

- a. The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP, but shall neither create any rule that is inconsistent with the legislation creating the DROP, nor any rule that would be a mandatory subject of collective bargaining.
 - b. At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.
11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected

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employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

12. A member who elects to participate in the DROP shall retain the earned balance of accrued sick and vacation leave as of date of entry into the DROP, and shall continue to earn sick and vacation leave during the DROP period, in accordance with the stipulations set forth in the collective bargaining agreement between the City and IAFF. While in the DROP, the member shall have the one-time option of receiving payment for accrued sick and/or vacation leave, up to the maximum payout upon separation of employment allowed by the collective bargaining agreement between the City and IAFF, provided that the employee shall retain at least one hundred twenty (120) hours of accrued sick leave after such payment. The one-time election to receive payment of leave balances shall be made in any one year of the DROP, by notifying the City no later than August 31 of that year. Employees may request such payment prior to entry into the DROP, but must be in the DROP at the time of payout. Payment will be made on the second pay period of February of the following year. Upon final separation from employment with the City, a member who has participated in the DROP shall be eligible to receive payment for the balance of all accrued sick and vacation leave as of the date of final separation, up to the maximum provided in the collective bargaining agreement, as reduced by the prior payout, if any. In no event shall payments for accrued sick or vacation leave be included in a member's earnings for the purposes of the plan.

G.D. Pension benefits for employees hired prior to July 14, 2010; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 47 to be eligible for "Rule of 70" retirement or reach the 85% benefit cap, regardless of age.
3. The final average monthly earnings (FAME) shall be based on the member's two (2) highest paid years of creditable service, prior to retirement or separation from employment. Effective September 30, 2015, the final average monthly earnings (FAME) shall be based on the member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be two and one half percent (2.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income, with the exception that any member who attains a benefit of 85% of pensionable income or higher as of September 30, 2013, retains the maximum benefit of 90% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.

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7. Ten percent (10%) employee pension contribution.

D.E. Pension benefits for employees hired on or after July 14, 2010, but prior to September 30, 2013; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for “Rule of 70” retirement or reach the 85% benefit cap regardless of age.
3. The final average monthly earnings (FAME) shall be based on the Member’s three (3) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.
7. Ten percent (10%) employee pension contribution.

E.F. Pension benefits for employees hired on or after September 30, 2013, but prior to the date of ratification of this collective bargaining agreement:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for “Rule of 70” retirement or reach the 85% benefit cap regardless of age.
3. The final average monthly earnings (FAME) shall be based on the Member’s five (5) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.
7. Ten and one half percent (10.5%) employee pension contribution.

F.G.P.P. Pension benefits for employees hired after the date of ratification of this collective bargaining agreement:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement age shall be 52; however, under “Rule of 70” retirement, a member must attain a minimum age of 48 or reach the 85% benefit cap regardless of age.

3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service. Employees hired after the date of ratification of this agreement shall become vested after completion of ten (10) years of creditable service.
7. Ten and one half percent (10.5%) employee pension contribution.
- 8. Employees hired after the date of ratification of this agreement shall not be credited with any prior creditable time in the Miami Beach General Employee Pension Plan.

The pension breakdowns above are for illustrative purposes and do not encompass all pension benefits afforded to respective members. The full itemization of pension benefits is available in the plan summary for the Fire and Police Pension Plan, as well as the Fire and Police Pension Ordinance.

7.23 "Me Too" with the FOP. The IAFF reserves the right to a "me too" agreement with the FOP should the City modify the FOP agreement on parallel issues. ~~Any such discussions shall not exceed a period of 90 days from the date of the first meeting, and in no event shall the discussions continue beyond the contract expiration date.~~

7.24 Buyback of Probationary Time. Employees hired prior to July 19, 2013 may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary firefighters. In order to receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six months. Effective July 19, 2013, all newly hired employees shall participate in the pension plan upon date of hire.

7.25 Voting Time. Given the availability of alternatives such as absentee ballots, the past practice of allowing paid time off for voting shall be discontinued.

7.26 Commission on Fire Accreditation International Pay Supplement (CFAI). Bargaining unit members shall receive fifty dollars (\$50.00) per pay period. The union agrees to work with the City in order to attain accreditation through the Commission on Fire Accreditation International. After attainment of accreditation, (CFAI) payments required herein shall be contingent upon maintenance of the accreditation provided however that payment shall continue if loss of accreditation is due to action or inaction by the City/Administration and unrelated to actions of the bargaining unit members.

7.27 Compensation Plan.

- a) Trainee – All non-certified hires will start at Step 1.
- b) All Florida certified Firefighters will start at Step 3. After 6 months at Step 3, the employee will move to Step A for the duration of their first year.
- c) Fire Inspector new hires will start at Step 1 of the Inspector pay plan. Effective October 1, 2018, Fire Inspectors will be placed in the new Fire Inspector pay plan on the step that reflects their current years of service with the City as of October 1, 2018. Upon placement into the Fire Inspector pay plan, Fire Inspector whose rate of pay is higher than the step that reflects their years of service shall remain at their current rate of pay until they are due to progress to the next step on the Fire Inspector pay plan.
- d) Fire Inspector Supervisors will start at Step 1 of the Fire Inspector Supervisor pay plan. Effective October 1, 2018, Fire Inspector Supervisors will be placed in the new Fire Inspector Supervisor pay plan on the step that reflects their current years of service with the City as of October 1, 2018. Upon placement into the Fire Inspector Supervisor pay plan, Fire Inspector Supervisors whose rate of pay is higher than the step that reflects their years of service shall remain at their current rate of pay until they are due to progress to the next step on the Fire Inspector Supervisor pay plan.

7.28 Shift Fire Investigator. Three (3) Firefighter employees will be assigned to the Suppression Division (1210) in the position of Shift Fire Investigator. There shall be one (1) Fire Investigator per 24-hour shift for a total of three (3). To be eligible to hold the position, the Firefighter must be a State certified Fire Investigator II. The three (3) fire investigators will perform their normal Firefighter shift duties, and may be dispatched solely for Fire Investigative duties.

The three (3) Firefighter Shift Fire Investigators shall maintain their 10% assignment pay as if they were still assigned to the Fire Prevention Bureau (FPB) Division (1230) and shall maintain their current take home vehicles.

7.29 Hazardous Duty Pay. ~~Effective April 1, 2015, a~~ All employees covered by this agreement shall be eligible to receive hazardous duty pay in the amount of one hundred ~~twenty five~~ dollars (\$~~125 400~~) biweekly. ~~Effective October 1, 2017, hazardous duty pay shall be increased to one hundred twenty five dollars (\$125) biweekly.~~ Hazardous duty pay shall not be considered as pensionable earnings.

7.30 Marine Pay. On a biweekly basis, ~~effective October 1, 2016,~~ any employee who is assigned to the fire station designated as the marine station shall receive assignment pay equal to five percent (5%) of their biweekly base pay. This assignment shall be subject to the bid document.

7.31 Special Operations Pay. On a biweekly basis, ~~effective October 1, 2016,~~ any employee who is assigned to the fire station designated as the special operations station shall receive assignment pay equal to five percent (5%) of their biweekly base pay. This assignment shall be subject to the bid document.

7.32 SWAT. On a biweekly basis, any employee who is assigned to the SWAT team shall receive assignment pay equal to five percent (5%) of their biweekly base pay. This assignment pay shall not be pensionable. This assignment shall be subject to the bid document. Effective upon ratification of this Agreement, employees assigned to the SWAT team who are deployed or called in to train outside of their normal shifts will be guaranteed four (4) hours of pay to be computed at the rate of time- and-one-half, except when contiguous to the employees' regular shifts. Any such training must be approved in advance by the Fire Chief. This section is subject to the provisions set forth in Section 7.9, Overtime.

7.33 Honor Guard. Effective upon ratification of this Agreement, employees assigned to the Honor Guard who are deployed or called in to train outside of their normal shifts will be guaranteed four (4) hours of pay to be computed at the rate of time-and-one-half, except when contiguous to the employees' regular shifts. This section is subject to the provisions set forth in Section 7.9, Overtime.

7.34 Combat Challenge. ~~Effective April 1, 2016, a~~A combat challenge shall be established, the components of which will be mutually agreed upon between the Fire Chief and the Union President. Any employee covered by this Agreement who completes and passes the challenge shall receive a supplement of ~~\$75 50~~ per pay period. The challenge will be administered by the Fire Department. It will be administered on an annual basis. An employee will have thirty (30) days from the anniversary of his completion of the combat challenge to schedule the next challenge (for that year). Employees must complete and pass the challenge each year in order to be eligible for continued receipt of the supplement. Combat challenge pay shall not be considered as pensionable earnings. On a one-time basis for the first combat challenge, employees who pass the challenge shall be paid the supplement retroactive to April 1, 2016.

7.35 Second Language Pay. ~~Effective October 1, 2017, e~~E Employees who are conversationally proficient in a second of the following languages: Spanish, Creole, Portuguese, Hebrew, French, Russian, German, Cantonese Italian and American Sign Language; shall be eligible to receive second language pay equal to two and one-half percent (2.5%) of their biweekly base pay. Proficiency will be determined by an employee obtaining a minimum rating of level 9 on the "Speaking and Listening Assessment" test administered by ALTA Language Services, Inc. via telephone and proctored by the Fire Administration. The test may be scheduled with at least seven (7) work days' notice to the Fire Administration. The employee will bear the cost of paying for the test. The employee will be subject to requalification for the pay supplement every five (5) years. Second language pay shall not be considered as pensionable earnings.

7.36 Take-Home Vehicles. The Union agrees that, effective upon the date of ratification of this Agreement, each bargaining unit employee who is assigned a take-home vehicle will purchase at his or her expense an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least \$100,000, within 30 days of this effective date of this Agreement. In addition, the employee must maintain an extended non-owned coverage endorsement or non-owner auto insurance coverage in the amount of at least \$100,000, for so long as he or she is assigned a take-home vehicle. Employees who are initially assigned a take-home vehicle, subsequent to date of ratification of this Agreement, shall be required to obtain and maintain an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least \$100,000, prior to vehicle assignment. Any employee without the required insurance coverage, as stipulated herein, may have the take-home vehicle privilege revoked at the City's discretion. If the insurance industry no longer provides the extended non-owned coverage endorsement or non-owner auto insurance coverage, there will be a re-opener in order for the City and Union to discuss the provisions set forth in this section only.

7.37 The previous subsections of Article 7 shall not apply to the classifications of Fire Inspector or Fire Inspector Supervisor, with the exception of Sections 7.9, 7.10, 7.11, 7.12, 7.14, 7.15, 7.16, 7.17, 7.19, 7.25, 7.26, 7.27 and 7.35. Fire Inspectors shall also be assigned take home vehicles and shall be subject to the provisions related to vehicles including Section 7.36.