AGREEMENT

BETWEEN

CITY OF MIAMI BEACH, FLORIDA

and the

FIRE FIGHTERS OF MIAMI BEACH
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1510

AFL-CIO-CLC

Period Covered

October 1, 2021 ~~18~~ through September 30, 2024 ~~21~~

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AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___2219 by and between the City of MIAMI BEACH, FLORIDA (herein called the "City"), and the FIRE FIGHTERS OF MIAMI BEACH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1510, AFL-CIO-CLC (herein called the "Union").

SCOPE

It is the intention of this Agreement to provide for salaries, fringe benefits, and other terms and conditions of employment. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the City and to provide for an orderly, prompt and just manner in handling grievances.

Within the context of this Agreement, the use of masculine-gender terms shall be considered gender-neutral and are freely interchangeable with the corresponding female-gender terms.

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 2

DEDUCTION OF UNION DUES

2.1. Check-off. Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Union in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Union dues of such employees from their pay and remit such deductions to the Union Treasurer, together with a list of the employees for whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Union. The Union will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The Union will notify the City in writing thirty (30) days prior to any change in its dues structure. In January of each year of this Agreement, the Union will remit to the City $400.00 as an administrative fee for the collection of dues by the City.

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

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.

Section 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 Grievances. 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 4

NO STRIKE AND NO LOCKOUT

4.1. No Strike. The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the City shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion, provided that an employee may grieve and have arbitrated the question of whether or not he engaged in the prohibited conduct.

4.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5

MANAGEMENT RIGHTS

It is recognized that, except as stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City and the Fire Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Fire Department; to determine or change the methods, means, organization, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule or reschedule the working hours, to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons, subject to the Personnel Rules of the City; to make, change, and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

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~~ $100 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 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 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 7.23. 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 2/29/2024 shall be extended to 3/31/2025. The new list will be effective 4/1/2025. ~~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~~ expiration of the Captain's list but after exhaustion of the list, ~~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 promotional lists shall remain active for a period of 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-six (36) months, in such fashion as to provide continuously active promotional lists. The lists currently in effect shall be extended to expire 3/31/2025 (the new lists will become effective 4/1/2025). 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-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~~ six (6 ~~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)~~ five (5) years seniority from their date of appointment to firefighter with all above requirements and one of the following: a Bachelor's degree in Nursing or Public Administration, or Emergency Medical Service (EMS), or Fire Science (FS),or Emergency Management/Disaster Management or Master's Degree in Nursing or Public Administration, or Emergency Medical Service (EMS) Administration/Management, or Fire Science (FS) Administration/Management), or Emergency Management/Disaster 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 Emergency Management/Disaster Management, or Masters level Nursing Degree, or Masters of Business Administration (MBA) are State Certified Fire Inspector I and are State Certified Fire Officer II, 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.

For the Fire Captain promotional process, a Master's degree in Fire Science Administration/Management, or Emergency Medical Service (EMS) Administration/Management or Public Administration, or Emergency Management/Disaster Management, or Masters level Nursing Degree, or Masters of Business Administration (MBA) will be acceptable and may substitute for one (1) year of time-in-rank or seniority in the department. 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 me 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 percent (60%) and the behavioral assessment components will constitute forty percent (40%) 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 *0.60) + (Behavioral Assessment Component Score *0.40) + Education points + Seniority points + Veterans Preference Points = Final Score.

PROMOTIONAL CREDIT

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

Seniority

Seniority shall be determined using the following formula:

Lieutenant:	LS X 0.50 = S (years 5-15)
Captain:	LS X 0.50 = 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 5.0 points. Education shall be given a maximum value of 5.0 points.

Education

Education shall be determined using the following formula:

- Associate degree in Public Administration, Emergency Medical Service (EMS) or Fire Science (FS) or Nursing or any Bachelor degree (except as specified below) (max 1.0)

- Bachelor degree in Nursing, Public Administration, Emergency Medical Service (EMS) or Fire Science (FS), Emergency Management/Disaster Management, or any Master degree (max 3.0)

- Master's degree in Public Administration, Emergency Medical Service (EMS) Administration/Management, Emergency Management/Disaster Management or Fire Science (FS) Administration/Management, or Masters of Business Administration (MBA), and Master's level nursing degree (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 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 may only be counted once as it pertains to either time-in-rank or time with the department for promotional purposes.~~ Education may only be counted once for either: (1) time in rank or time with the department, or (2) for promotional credit.

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 sixteen (16) week periods~~ a twelve (12) week period, 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~~ If a firefighter as defined by s. 112.191(1)(b) is engaged in extinguishing a fire, or protecting and saving life or property due to a fire in this state in an emergency, and such activities would be considered to be within the course of his or her employment as a firefighter and covered by the employer's workers' compensation coverage except for the fact that the firefighter was off duty or that the location of the fire was outside the employer's jurisdiction or area of responsibility, such activities are considered to be within the course of employment. This subsection does not apply if the firefighter is performing activities for which he or she is paid by another employer or contractor; or

d) 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 d), the City agrees that it is and will consider itself the employer and the employee the City's employee.

If the injured employee is still in a "no-work" status at the end of the 12-week period, 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~~ the twelve (12) 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 such 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.

Employees who are placed on a "no work" status per Workers' Compensation, pursuant to Florida law, as applicable, will be placed on FML concurrently. All time off during the Workers' Compensation leave will be charged against the 12-week/480 hours FML allotment,

If the Authorized Treating Physician has determined that the employee can return to work, with or without restrictions, and the employee does not report to work, then the employee must use their accrued sick leave. ISC leave will not be granted to employees who have reached Maximum Medical Improvement, as determined by their Authorized Treating Physician.

Employees will not be paid for attending medical appointments scheduled outside their regularly scheduled workday, Employee leave shall be coded with "ISC" when an employee is using time for a follow-up appointment associated with a compensable workers' compensation injury/illness.

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 require 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 15 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 full pay period ending in ~~October~~ April ~~2018~~ ~~2021~~2022, there shall be an across-the-board wage increase of ~~zero~~ two percent (2 ~~0~~%).

b) Effective with the first full pay period ending in ~~April 1, 2020~~ April 2023, there shall be an across-the-board wage increase of ~~one~~ three percent (3 ~~1~~%).

c) Effective with the first full pay period ending in ~~April 1, 2021~~ April 2024 there shall be an across-the-board wage increase of three ~~one~~ percent (~~3~~1~~1~~%).

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.

~~d)~~e) Longevity pay is 2.5% after 7 years, 5% after 10 years, 7.5% after 15 years, 10% after 20 years, and 11% after 25 years.

f) Effective 9/30/24, longevity pay shall be calculated only on base pay for all new employees hired after 9/30/24.

g) For employees hired before 9/30/24, longevity pay will continue to be applied on base as well as pays identified in sections: 7.3, 7.4, 7.5(a), 7.5(b), 7.7, 7.20, 7.26, 7.29, 7.30, 7.31 as well as the educational supplement provided by the State of Florida.

~~e)~~h) For employees hired before 9/30/24, longevity shall continue to be calculated inclusive of all additional pays currently included and listed above, as well as future increases to those existing additional pays that are currently calculated. No new additional incentive pays will be included in the calculation of longevity pay for incumbents.

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.

7.4. Paramedic and EMT Pay. Employees who hold a Paramedic certificate shall receive a fourteen percent (14%) supplemental calculated on their base pay. An additional 1% shall be added to this supplement for a total of 15%. ~~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 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) Any Firefighter assigned to the Rescue Division (1220) shall receive a five percent (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 three dollars ($3.00) per hour for all hours during which the assignment continues on that shift.

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, t~~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~~ (90 ~~6~~) hours in a fourteen (14) day period for employees assigned to work twenty-four (24) 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~~ (90 ~~6~~) 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; however, 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.

~~Effective the first full pay period of May 2019, i~~ 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 1st
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving	4th Friday in November

Christmas December 25th

One (1) Employee's Birthday Floating holiday*

Three (3) Floating Holidays**

* Birthday Floating holiday 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 (3) 24-hour floating holidays for 24-hour shift employees. ~~Effective upon ratification of~~ Floating holidays, including birthday floating holidays, are to be selected by the employee, subject to the Fire Chief or designee's approval, during each 26 pay period year.

a) Bargaining unit members shall be eligible to use Floating Holidays and Employee Birthday after six (6) months of continuous employment with the City.

b) 8/10 hour shift employees get the same holidays as other City Employees.

c) 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.

d) ~~Effective the first full pay period of May 2019, a~~All twenty-four (24) hour shift employees 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) ~~Beginning on September 30, 2019, a~~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.

f) Any additional holidays so designated by official action of the City Commission shall be added to the above list.

g) Twenty-four (24) hour shift personnel whose A ~~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. ~~Effective the first full pay period of October 2018, t~~The Must Use Cap on vacation accrual is 500 hours (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.

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, not including the PEHP rollover hours specified in section 7.17(g)(2).

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. 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 completed fifteen (15) 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.

Additionally, employees shall be entitled to an Attendance Leave Incentive (alternate holiday): On a semiannual basis, any employee who has no sick leave call out (not including FMLA, or emergency usage of time) at the end of each 6-month period (10/1 to 3/31; and 4/1 to 9/30) shall be entitled to the following:

- for 24-hour personnel—one (1) 12-hour day off for each 6-month period;

- for 8/10-hour personnel—one (1) 8/10-hour day off per each 6-month period

Employees eligible for the attendance leave incentive shall have their hours deposited into their attendance leave banks on the first pay period following completion of the six-month cycle.

7.16. Hours of Work.

a. (1) 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 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.

(2) Effective after the last pay period of February 2023, the average pay period for twenty-four (24) hour shift personnel covered by this agreement will be 90 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 fifth shift, known as an A-day (Adonis 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 A ~~R-~~days.

7.17. Health Trust Contributions:

As of January 1, 2022 ~~2019~~, the City's monthly contributions to the Miami Beach Local 1510 Firefighters Insurance Trust Fund (hereinafter "Trust") inclusive of dental for all bargaining unit employees shall be:

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

	Medical	Dental	Total
Single	$ 818.87	$18.24	$ 837.11
Employee + 1	$2,006.52	$35.57	$2,042.09
Family	$2,008.12	$53.92	$2,062.04

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, 2022~~0~~. In no event shall the City monthly contributions be less than the prior year, even if the trend rate is negative.

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.

The City will make payments to the TRUST by the 15th of the month for the previous month.

a) For all current retirees and active employees on the payroll as of July 14, 2010 all employees 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 that 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 contribution to the Trust on behalf of those employees after their retirement. The stipend shall be a monthly payment equal to ~~thirty dollars and 51 cents ($30.51) (as of September 30, 2020)~~thirty-two dollars and 28 cents ($32.28)(as of September 30, 2021) 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. Upon separation of employment with the City, the individual's stipend shall continue to be adjusted annually every September 30th thereafter. The stipend for each year of service is shall continue to be adjusted annually as set forth above 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.

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) All employees covered by this agreement shall contribute fifty dollars ($50.00) biweekly to the Post Employment Health Program (PEHP).

(1) 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.

(2) In addition to the 10% PEHP contribution in the above subsection (g)(1), upon separation from service, all employees will contribute into their PEHP account 100% of unused sick and /or vacation leave at dollar for dollar value, for up to a combined maximum of 300 hours. For purposes of calculating this maximum, the amount shall be calculated after all other sell backs available to the employee have been used or completed.

~~g)~~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 fifteen hundred dollars ($1,500) 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. E~~ffective upon ratification of this Agreement, e~~mployees who are placed in an on-call status as primary respondents for periods of one month at a time will be paid $400 for each such month.

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 three dollars ($3.00) per hour for all hours during which the assignment continues on that shift.

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~~May 19, 2019), 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~~ May 18, 2019). 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~~ May 18, 2019.

   ~~**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.~~

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. 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~~June 8, 2016, 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~~June 8, 2016, 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, 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~~June 8, 2016, 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~~June 8, 2016 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~~June 8, 2016 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 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.

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

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.

F. Pension benefits for employees hired on or after September 30, 2013, but prior to ~~the date of ratification of this collective bargaining agreement~~June 8, 2016:

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.

G. Pension benefits for employees hired after ~~the date of ratification of this collective bargaining agreement~~June 8, 2016 and prior to May 8, 2019:

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~~May 8, 2019, 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~~May 8, 2019, 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.

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.~~

7.25 State Certified Fire Officer Pay.

(a) Employees shall receive an additional 2.5% supplement upon receipt of a State Certified Fire Officer I Certificate and shall continue to receive such supplement regardless of his/her divisional assignments.

(b) Employees shall receive an additional 5% supplement upon receipt of a State Certified Fire Officer II Certificate and shall continue to receive such supplement, regardless of his/her divisional assignments.

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. All employees covered by this agreement shall be eligible to receive hazardous duty pay in the amount of one hundred twenty-five dollars ($125) biweekly; effective 10/1/2022 the pay shall increase to $150 biweekly; effective 10/1/2023 the pay shall increase to $ 175 biweekly. Hazardous duty pay shall not be considered as pensionable earnings.

7.30. Marine Pay. On a biweekly basis, 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, 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. ~~Effective the first full pay period in October 2018, on a biweekly basis, a~~ 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. There shall be one SWAT medic assigned per 24-hour shift, when possible, at the Fire Chief's discretion. This assignment shall be subject to the bid document. Employees 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, e~~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 the first full pay period in October 2018, 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 seventy-five dollars ($75) 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.

7.35. Second Language Pay. 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. ~~Effective the first full pay period of May 2019, t~~ Fire Inspectors and Fire Inspector Supervisors shall be covered by the benefits provided in Article 7 outlined in the following sections: ~~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.

7.38 Housing Stipend. The City shall pay a housing stipend of $250 per month for bargaining unit employees (up to a maximum of 50 police and fire combined) living within the Miami Beach City limits, upon confirmation of residency by the Human Resources Department.

ARTICLE 8

JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

8.1. Committee Make-up and Responsibilities. In recognition of the City's and the Union's desire to maintain the highest standards of health and safety in the Fire Rescue Department, a Joint Occupational Safety and Health Committee will be established. This committee shall consist of three (3) members of management selected by the Fire Chief, and three (3) members of the Union appointed by the Union President.

a) The Committee shall recommend rules and procedures for the promotion of health and safety among Firefighters.
b) The Committee shall make inspections of Fire Department facilities on a semi-annual basis or by special request.
c) The Committee shall keep minutes of each meeting.
d) The Committee shall meet on a regular basis at mutually agreed times. Four (4) members of the Committee shall constitute a quorum, providing that equal representation is available, at a scheduled and posted meeting.
e) The Safety and Health Committee established by this Agreement shall evaluate changes in specifications for bids for protective clothing, equipment, tools, appliances, and apparatus, and shall issue its recommendations in a report to the Fire Chief.
f) The Safety and Health Committee will evaluate the types of helmets, gloves, breathing apparatus, and protective clothing on a semi-annual basis. A report of this evaluation will be made to the Fire Chief.
g) A separate City-Wide or Departmental Safety Committee will review and analyze all reports of accidents, deaths, injuries, and illnesses.
h) The Safety and Health Committee shall review on the job accidents and injuries and make recommendations to the Fire Chief about prevention efforts and/or remediation needed.

8.2. Personal Equipment. Personnel will be issued personal equipment one time, in new condition, to be maintained in serviceable condition. If the gear is damaged or destroyed at no fault of the employee, it will be replaced by the City. If it has been damaged, destroyed, or lost due to the employee's negligence, the employee will pay for the replacement.

Negligence will be determined by a majority vote of four (4) members of the Occupational Safety and Health Committee and the Fire Chief. Two (2) of the Committee members shall be Union appointees and two (2) shall be Management appointees.

8.3. Ladder Testing. The City shall pay for the inspection and testing of the structural integrity and safety of its aerial devices, using recognized test procedures by an independent test company other than the original manufacturer, at a time to be determined by management, but on no longer than a bi-annual basis. A copy of the test results will be supplied to the Safety and Health Committee.

8.4. Air Quality Evaluations. The City agrees that air quality evaluations as presently made will be made by the Dade County Health Department or other suitable testing facility on the compressed air utilized in department Self-Contained Breathing Apparatus (SCBA) and Self-Contained Underwater Breathing Apparatus (SCUBA) on a quarterly basis.

8.5. SCBA Repair. Only personnel who have been trained and certified by the manufacturer will be permitted to perform repairs or supervise the performance of repairs on Self-Contained Breathing Apparatus (SCBA).

ARTICLE 9

LEAVE OF ABSENCE

9.1. Educational Leave and Tuition Refund. Subject to applicable Personnel Rules, leave ordinances and tuition practice administrative procedures, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee.

~~Upon ratification of this Agreement, E~~employees covered by the bargaining unit are eligible for the tuition assistance program set forth ~~in Resolution No. 2015-28891, adopted January 14, 2015, which provides the following levels of benefit:~~ below:

Six Credit hours per semester for a total of ~~twelve~~ eighteen credits per calendar year will be reimbursed, as follows:

- Approved undergraduate, community college courses and non-credit/certificate courses will be reimbursed as follows:
  - ~~80~~ 90% for courses in which the employee earns an A
  - ~~60~~ 80% for courses in which the employee earns a B
  - ~~40~~ 60% for courses in which the employee earns a C
- Approved graduate courses will be reimbursed as follows:
  - ~~80~~ 90% for courses in which the employee earns an A
  - ~~60~~ 80% for courses in which the employee earns a B

The maximum annual educational reimbursement is capped at the current federal cap for withholding tax exemption. (This amount is $5,250 as of 2022.)

In the event the City improves the tuition reimbursement benefit, such improvement shall be automatically included in this contract and added to this benefit.

~~The levels of benefit identified above may be subject to change by the City Commission, but in no event shall be less than the levels of benefit identified below:~~

~~One course per semester/trimester/quarter equivalent to three credits for a total of twelve credits per calendar year will be reimbursed, as follows:~~

- ~~Approved undergraduate community college courses and non-credit/certificate courses will be reimbursed at an amount not exceeding $158.25~~
- ~~Approved undergraduate university courses will be reimbursed at an amount not exceeding $251.16~~

- ~~Approved graduate courses will be reimbursed at an amount not exceeding $531.15~~

9.2. Bereavement. Where there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children, or stepchildren) of an employee, he or she shall be allowed four (4) consecutive days off if on eight (8) or ten (10) hour shift; or forty-eight (48) consecutive hours off if on 24-hour shift, for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. Upon request, employees will be eligible to take an additional consecutive week off utilizing their own accrued leave. Any additional time off may be granted by the Fire Chief or designee, and shall be chargeable to the accrued sick or vacation leave of such employee. Such additional time shall not count against the employee for the purposes of performance evaluation, or for participation in the sick leave sell back program. Requests for additional time off shall be submitted in writing to the Chief.

ARTICLE 10

TRANSFER OF SERVICES

10.1. Notice. The City agrees to keep the Union advised concerning any plans for, or implementation of, a transferal of any services presently being performed by bargaining unit members.

10.2. Discussions. The City agrees to hold discussions with representatives of the Union upon request of the Union, for the purpose of permitting the Union an opportunity to comment upon any proposed transferal of services and/or suggest alternatives to all or any portion of the plan for transferal.

ARTICLE 11

DRUG/ALCOHOL TESTING

Section 11.1. Selection. In an effort to identify and eliminate on-duty or off-duty controlled substance/alcohol abuse, urinalysis/breathalyzer tests shall be administered as provided herein. Employees shall be advised of their contractual rights relative to this Article any time a urinalysis/breathalyzer alcohol test is required. Employees refusing to submit to a urinalysis/breathalyzer test under the provisions set forth herein shall be dismissed.

a) **Annual Screening:** All employees shall be required to submit to urinalysis once per calendar year. Employees shall be selected using a random selection process agreed to by the Union and the City, and shall be tested during their normal tour of duty.

b) **Random Screening:** It is important to the safety and welfare of employees and the public that bargaining unit members not be impaired by alcohol while on duty nor use illegal drugs. The Human Resources Department will administer the drug testing program. Employees whose sick leave bank falls below 200 hours (300 hours for shift personnel), shall be subject to the random drug test for 180 calendar days. The 180-calendar day period will begin with the pay period after the employee's leave balance falls below 200 hours (300 hours for shift personnel). If at any time after the 180 calendar days has expired, the employee's sick leave bank falls below the 200 hours (300 for shift personnel), the employee shall be immediately subject to random drug testing for an additional 180 calendar day period (as described above). New hires are exempt from the random screening provisions until they have been employed for a total of thirty-six months. After thirty-six months from the date of hire, all provisions will apply.

c) **Reasonable Belief Screening:** Employees may be tested under the following criteria:

1. When a Division Chief or above has reasonable belief, based on objective factors that the employee has possession of, or is using, dispensing, or selling any illegal drug or controlled substance which is not prescribed by a licensed physician.
2. When a Division Chief or above has reasonable belief based on objective factors that the employee is under the influence of alcohol on duty, or on an off-duty detail, or traveling to or from same in a City vehicle, or while in a status where injury would be covered by Workers' Compensation and/or I.S.C.

Section 11.2 Screening.

a) Employees shall take a breathalyzer test in the case of suspected alcohol abuse, and/or give a urine sample for suspected substances abuse, as determined by the City, at either a hospital or an accredited testing lab, as chosen by the City. The hospital or accredited testing lab shall include sufficient safeguards to ensure that a proper chain of custody is enforced. When a sample is required to be submitted under any of the above circumstances, a portion of the first sample shall be retained, and the employee may choose to submit a second, separate sample as described in b) below. All positive tests for controlled substance(s) shall be confirmed by Gas Chromatography Mass Spectrometry (GCMS) or equivalent testing method. Testing shall be performed by an accredited, State licensed clinical lab. Testing for alcohol shall be by breath-testing unless the employee is or claims to be unable to provide an adequate sample. In such a case, a blood test will be performed. A breath alcohol level of 0.04 or higher and its equivalent blood test outcome shall constitute a positive result.

b) Except in the case of alcohol testing, if the employee chooses to submit a second, separate sample it shall be collected at either a hospital or accredited, State licensed clinical lab, chosen by the City, within four (4) hours of the time the initial sample is submitted. If the employee declines to submit a second, separate sample or is unable to submit a second, separate sample within the four (4) hour time period, the retained portion of the initial test shall be used for any additional confirming tests. Any additional confirmation testing shall only be conducted following a positive result from the initial test, and shall be performed at a second, separate State licensed clinical lab of the City's choice. All additional confirmation testing shall be by GCMS or equivalent testing method.

c) Below are the substances tested for:

Drug	Initial Test Level	GC/MS Confirmation Test Level
Amphetamine	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Methylenedioxyamphetamine (MDA) Analogues	500 ng/ml	250 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml

The IAFF reserves the right to a “me too” agreement with the FOP should the FOP retain ten (10) panel screening standards.

d) Employees shall be notified of a positive test result within a reasonable time from the time a sample is submitted. Such notice may be served either verbally to the employee or by a representative of the Department delivering notice to the employee’s last recorded residence shown on the Department’s personnel roster. The Union shall be advised of positive or negative test results to the extent that the release of such information is consistent with Federal, State, or local laws regarding the privacy of test results, unless the employee does not want the results released to the Union.

e) Employees ordered back to duty for testing shall be compensated under Article 7, Section 7.7, Call-In Guarantee.

f) Disputes regarding the consistent application of the reasonable belief criteria cited herein shall be handled under Section 11.3, Expedited Arbitration. Employees shall comply with the order to submit a sample and simultaneously file a protest with the communicator of the order.

g) Employees who test positive for drug use and wish to attribute causation to a prescribed drug may present evidence to the City Manager’s designee for Human Resources and the laboratory’s Medical Review Officer. The decision of the Medical Review Officer will be conclusive.

h) Employees shall authorize release of drug/alcohol testing to the City.

Section 11.3. Expedited Arbitration.

a) Following ratification of this Agreement and prior to October 1, 1998, the President of the Union and the City Manager’s designee for Labor Relations shall select two (2) permanent Arbitrators certified by the American Arbitration Association (AAA) or other similar certifying agency, to hear employee drug grievances. The Arbitrators will alternate, hearing only grievances where the employee alleges a violation of Section 11.1(b), paragraphs 1 or 2, and limited to whether or not there was reasonable belief based on objective factors to require the grievant to submit to a controlled substance/blood alcohol test.

b) Samples submitted under Reasonable Belief Screening criteria and grieved shall not be tested until the Arbitrator has ruled affirmatively that there was reasonable belief to test the employee.

c) Any grievance must be in writing and submitted by fax or hard copy to the Division Chief or above on the same day as the test or no later than the next weekday following the test.

d) Any costs associated with the Arbitrator's ruling shall be borne by the City if the Arbitrator rules there was not reasonable belief to test the employee, and the sample(s) shall be properly discarded. Costs associated with the Arbitrator's ruling shall be borne by the Union if the Arbitrator rules that there was reasonable belief to test the employee, and the sample(s) shall be tested as outlined in this Article.

e) An expedited hearing shall be held before the Arbitration using the American Arbitration Association rules of expedited arbitration and no post hearing briefs shall be filed. The drug grievance shall be submitted directly to arbitration and shall be heard at a mutually convenient time after the employee was required to submit to the controlled substance/blood alcohol test. The Arbitrator shall rule at the close of the hearing and an oral response from the Arbitrator shall be sufficient to settle the grievance.

f) The Arbitrator shall serve from year to year and shall be appointed by letter, jointly signed by the Union President and the City Manager's designee for Labor Relations. Should the City and the Union choose to remove an Arbitrator, the Arbitrator shall be notified and the parties shall agree on a replacement. If they are unable to agree, each party shall put two (2) names into a hat and the name drawn shall be the replacement for one (1) year.

Section 11.4. Rehabilitation. In the event that the results of the urinalysis/blood alcohol test are positive, the following shall apply:

a) At the discretion of the Fire Chief, the employee may be immediately relieved of duty however, he shall first be allowed to utilize all of his/her accrued annual and sick leave, if appropriate, and then shall be relieved without pay. The employee shall not be disciplined until a positive test result is communicated to the City. However, if the employee's conduct in connection with the alleged substance abuse amounts to conduct for which the City might otherwise discipline the employee, the City may take disciplinary action prior to knowing of a positive test result.

b) The employee shall, at his/her own cost, within seventy-two (72) hours of a positive test notification (excluding weekends and holidays) enter into a substance abuse treatment program approved by the City and the Union and remain in the program until the employee has successfully completed the program, including any required aftercare. If the employee

fails to enter, participate in, and/or successfully complete any part of the rehabilitation program, including any aftercare, he shall be terminated from his/her employment with the City.

c) Employees cleared to return to work by the Substance Abuse Program Administrator shall be subject to random urinalysis/breathalyzer test(s) for a period of two (2) years. The City shall be limited to six (6) random urinalysis breathalyzer tests per twelve (12) month period, beginning from the date the employee is cleared to return to work. Each employee shall be entitled to one (1) chance for rehabilitation during their employment with the City. Employees who test positive a second time under the provisions outlined in Section 11.2 of this Article or this Section shall be terminated from employment with the City.

ARTICLE 12

COMPENSATORY TIME

Effective ~~upon ratification of this Agreement by the parties~~June 8,2016, employees shall no longer earn compensatory time.

ARTICLE 13
NO PYRAMIDING

Compensation shall not be paid more than once for the same hours, with the exception of the court time guarantee when the court time does not overlap entirely with the regular or overtime shift. It is understood that this no pyramiding rule is not applicable to assignment or certification payments.

ARTICLE 14
SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section, or portion thereof.

ARTICLE 15

WAIVER AND ENTIRE AGREEMENT

The Union acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its management's rights set forth in Article 5 of this Agreement, e.g., changing work hour schedule, transferring employees, laying off employees, etc. The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Union concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Union does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

ARTICLE 16

TERM OF AGREEMENT

This Agreement shall be effective as of its ratification by both parties, and shall remain in force and effect until September 30, 2024 ~~18~~. It shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, unless either party gives the other party at least ten (10) days written notice of its desire to terminate this Agreement, provided that such notice may not be given earlier than ten (10) days prior to the anniversary date.

EXECUTED by the parties hereto on this_____ day of _____2022

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS LOCAL 1510,

AFL-CIO-CLC

By: _____

Adonis Garcia

IAFF President

CITY OF MIAMI BEACH, FLORIDA

By: _____

Alina Hudak

City Manager

By: _____

Dan Gelber

Mayor

By: _____

Virgilio Fernandez

Fire Chief

_____

Approved by Vote of the City Commission

on the _____day of _____, 2022

ATTEST:

_____

Rafael E. Granado

City Clerk

Date _____

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(IAFF) LOCAL 1510

ELECTION OF REMEDY FORM

Grievance No. _____

1. _____ I/We elect to utilize the Grievance Procedure contained in the current Contract between the City of Miami Beach, Florida, and the IAFF. In making this election, I/we understand that selection of another forum, as defined by the IAFF Contract, shall bar any consideration of the Grievance under the IAFF grievance and arbitration Article.

2._____ I/We elect to utilize another forum, for my/our grievance, and in doing so, l/we understand that this election shall bar any consideration of this matter under the IAFF grievance and arbitration Article.

_____ _____

Signature Date

Subject of Grievance/Appeal:

_____

HEARING EXAMINER RULES

SECTION 1: REQUEST FOR HEARING: Any officer or employee may appeal from such disciplinary action within ten (1 0) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

SECTION 2: DISCIPLINARY HEARINGS:

(a) The City Manager's designee for Labor Relations no later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager's designee for Labor Relations at least ten (10) days prior to the date of said scheduled hearing of appeal.

(b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.

(c) The Appointing Officer or a representative designated by him/her shall have the right to be present at such hearing and to be represented by the City Attorney.

d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice. Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.

(e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record

(f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.

(g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.

(h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross examine the witnesses of the other.

(i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.

(j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.

(k) Within five [5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the

charges in writing. The City Manager's designee for Labor Relations shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.

(l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the employee's personnel file.

City of Miami Beach

Compensation Plan

Effective the first pay period ending in October 2018

Job Classification (Range)			Longevity 1=2.5% 7 years	2=5.0% 10 years	3=7.5% 15 years	4=10.0% 20 years	5=11.0% 25 years					
STEP		1	2	3	A	B	C	D	E	F	G	H	I
5105	Fire Captain									116,054.19	121,856.91	127,949.75	
										4,463.62	4,686.80	4,921.14	
80 Hour Shift										55.80	58.59	61.51	
96 Hour Shift										46.50	48.82	51.26	
5107	Fire Lieutenant									100,193.30	105,266.53	110,527.80	
										3,853.59	4,048.71	4,251.07	
80 Hour Shift										48.17	50.61	53.14	
96 Hour Shift										40.14	42.17	44.28	
5110	Firefighter I	49,817.97	52,748.41	55,678.85	58,609.29	61,514.39	64,606.68	67,949.53	71,291.13	74,880.77	78,531.67	82,493.58	86,618.38
		1,916.08	2,028.78	2,141.49	2,254.20	2,365.94	2,484.87	2,613.44	2,741.97	2,880.03	3,020.45	3,172.83	3,331.48
80 Hour Shift		23.95	25.36	26.77	28.18	29.57	31.06	32.67	34.27	36.00	37.76	39.66	41.64
96 Hour Shift		19.96	21.13	22.31	23.48	24.65	25.88	27.22	28.56	30.00	31.46	33.05	34.70

City of Miami Beach

Compensation Plan

Effective the first pay period ending in October 2018

Job Classification (Range)				Longevity 1=2.5% 7 years	2=5.0% 10 years	3=7.5% 15 years	4=10.0% 20 years	5=11.0% 25 years							
STEP		1	2	3	A	B	C	D	E	F	G	H	I	J	K
5117	Fire Inspector I				50,368.50	52,886.93	55,531.27	58,307.83	61,223.23	64,284.39	67,498.61	70,873.54	74,417.21	78,138.07	82,044.97
					1,937.25	2,034.11	2,135.82	2,242.61	2,354.74	2,472.48	2,596.10	2,725.91	2,862.20	3,005.31	3,155.58
80 Hour Shift					24.22	25.43	26.70	28.03	29.43	30.91	32.45	34.07	35.78	37.57	39.44
5116	Fire Inspector Supervisor				78,557.96	82,485.86	86,610.15	90,940.66	95,487.69	100,262.07	105,275.17	110,538.92	116,065.86	121,869.15	127,962.60
					3,021.46	3,172.53	3,331.16	3,497.72	3,672.60	3,856.23	4,049.05	4,251.50	4,464.07	4,687.28	4,921.64
80 Hour Shift					37.77	39.66	41.64	43.72	45.91	48.20	50.61	53.14	55.80	58.59	61.52

City of Miami Beach
Compensation Plan

Effective the first pay period ending in October 2019

				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%					
				7 years	10 years	15 years	20 years	25 years					
Job Classification (Range)													
STEP		1	2	3	A	B	C	D	E	F	G	H	I
5105	Fire Captain									117,214.73	123,075.48	129,229.25	
										4,508.26	4,733.67	4,970.36	
80 Hour Shift										56.35	59.17	62.13	
96 Hour Shift										46.96	49.31	51.77	
5107	Fire Lieutenant									101,195.23	106,319.20	111,633.08	
										3,892.12	4,089.20	4,293.58	
80 Hour Shift										48.65	51.11	53.67	
96 Hour Shift										40.54	42.60	44.72	
5110	Firefighter I	50,316.15	53,275.89	56,235.64	59,195.39	62,129.53	65,252.74	68,629.03	72,004.04	75,629.58	79,316.99	83,318.51	87,484.57
		1,935.24	2,049.07	2,162.91	2,276.75	2,389.60	2,509.72	2,639.58	2,769.39	2,908.83	3,050.65	3,204.56	3,364.79
80 Hour Shift		24.19	25.61	27.04	28.46	29.87	31.37	32.99	34.62	36.36	38.13	40.06	42.06
96 Hour Shift		20.16	21.34	22.53	23.72	24.89	26.14	27.50	28.85	30.30	31.78	33.38	35.05

City of Miami Beach
Compensation Plan

Effective the first pay period ending in October 2019

			Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%								
			7 years	10 years	15 years	20 years	25 years								
Job Classification (Range)															
STEP		1	2	3	A	B	C	D	E	F	G	H	I	J	K
5117	Fire Inspector I				50,872.19	53,415.80	56,086.58	58,890.91	61,835.46	64,927.23	68,173.60	71,582.28	75,161.38	78,919.45	82,865.42
					1,956.62	2,054.45	2,157.18	2,265.03	2,378.29	2,497.20	2,622.06	2,753.16	2,890.82	3,035.36	3,187.13
80 Hour Shift					24.46	25.68	26.96	28.31	29.73	31.22	32.78	34.41	36.14	37.94	39.84
5116	Fire Inspector Supervisor				79,343.54	83,310.72	87,476.25	91,850.07	96,442.57	101,264.69	106,327.92	111,644.31	117,226.52	123,087.84	129,242.23
					3,051.67	3,204.26	3,364.47	3,532.69	3,709.33	3,894.80	4,089.54	4,294.01	4,508.71	4,734.15	4,970.85
80 Hour Shift					38.15	40.05	42.06	44.16	46.37	48.68	51.12	53.68	56.36	59.18	62.14

City of Miami Beach
Compensation Plan

Effective the first pay period ending in October 2020

				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%						
				7 years	10 years	15 years	20 years	25 years						
Job Classification (Range)														
STEP		**1**	**2**	**3**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	
5105	**Fire Captain**									~~118,386.88~~	~~124,306.23~~	~~130,521.54~~		
										~~4,553.34~~	~~4,781.01~~	~~5,020.06~~		
80-Hour Shift										56.92	59.76	62.75		
96-Hour Shift										47.43	49.80	52.29		
5107	**Fire Lieutenant**									~~102,207.18~~	~~107,382.39~~	~~112,749.41~~		
										~~3,931.05~~	4,130.09	~~4,336.52~~		
80-Hour Shift										49.14	51.63	54.21		
96-Hour Shift										40.95	43.02	45.17		
5110	**Firefighter I**	~~50,819.32~~	~~53,808.65~~	~~56,798.00~~	~~59,787.34~~	~~62,750.83~~	~~65,905.27~~	~~69,315.32~~	~~72,724.08~~	~~76,385.87~~	~~80,110.16~~	~~84,151.70~~	~~88,359.41~~	
		~~1,954.59~~	2,069.56	~~2,184.54~~	2,299.51	2,413.49	~~2,534.82~~	2,665.97	~~2,797.08~~	2,937.92	~~3,081.16~~	~~3,236.60~~	~~3,398.44~~	
80-Hour Shift		24.43	25.87	27.31	28.74	30.17	31.69	33.32	34.96	36.72	38.51	40.46	42.48	
96-Hour Shift		20.36	21.56	22.76	23.95	25.14	26.40	27.77	29.14	30.60	32.10	33.71	35.40	

City of Miami Beach
Compensation Plan

Effective the first pay period ending in October 2020

				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%							
				7 years	10 years	15 years	20 years	25 years							
Job Classification (Range)															
STEP		**1**	**2**	**3**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**
5117	**Fire Inspector I**				~~51,380.91~~	~~53,949.96~~	~~56,647.45~~	~~59,479.82~~	62,453.82	~~65,576.51~~	~~68,855.33~~	~~72,298.10~~	~~75,913.00~~	~~79,708.65~~	~~83,694.07~~
					1,976.19	~~2,075.00~~	2,178.75	2,287.69	2,402.07	2,522.17	2,648.28	2,780.70	2,919.73	~~3,065.72~~	~~3,219.00~~
80-Hour Shift					24.70	25.94	27.23	28.60	30.03	31.53	33.10	34.76	36.50	38.32	40.24
5116	**Fire Inspector Supervisor**				~~80,136.97~~	~~84,143.83~~	~~88,351.01~~	~~92,768.57~~	~~97,406.99~~	~~102,277.34~~	~~107,391.20~~	~~112,760.75~~	~~118,398.78~~	~~124,318.72~~	~~130,534.65~~
					3,082.19	3,236.30	~~3,398.12~~	~~3,568.02~~	3,746.42	3,933.74	~~4,130.43~~	~~4,336.95~~	4,553.80	4,781.49	~~5,020.56~~
80-Hour Shift					38.53	40.45	42.48	44.60	46.83	49.17	51.63	54.21	56.92	59.77	62.76

City of Miami Beach
Compensation Plan

Salaries as of October 1, 2021
Contract pay with rounding corrected to Munis Payroll system

				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
				7 years	10 years	15 years	20 years	25 years				
Job Classification (Range)												
STEP	***F***	***G***	***H***									
Fire Captain	$ 118,386.84	$ 124,306.52	$ 130,521.30									
	$ 4,553.34	$ 4,781.02	$ 5,020.05									
80 hour shift	$ 56.92	$ 59.76	$ 62.75									
96 hour shift	$ 47.43	$ 49.80	$ 52.29									
STEP	***F***	***G***	***H***									
Fire Lieutenant	$ 102,207.04	$ 107,382.34	$ 112,749.26									
	$ 3,931.04	$ 4,130.09	$ 4,336.51									
80 hour shift	$ 49.14	$ 51.63	$ 54.21									
96 hour shift	$ 40.95	$ 43.02	$ 45.17									
STEP	***1***	***2***	***3***	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***
Firefighter	$ 50,819.08	$ 53,808.56	$ 56,798.30	$ 59,787.26	$ 62,750.74	$ 65,905.84	$ 69,315.22	$ 72,723.82	$ 76,385.92	$ 80,109.90	$ 84,151.86	$ 88,359.18
	$ 1,954.58	$ 2,069.56	$ 2,184.55	$ 2,299.51	$ 2,413.49	$ 2,534.84	$ 2,665.97	$ 2,797.07	$ 2,937.92	$ 3,081.15	$ 3,236.61	$ 3,398.43
80 hour shift	$ 24.43	$ 25.87	$ 27.31	$ 28.74	$ 30.17	$ 31.69	$ 33.32	$ 34.96	$ 36.72	$ 38.51	$ 40.46	$ 42.48
96 hour shift	$ 20.36	$ 21.56	$ 22.76	$ 23.95	$ 25.14	$ 26.40	$ 27.77	$ 29.14	$ 30.60	$ 32.10	$ 33.71	$ 35.40

City of Miami Beach
Compensation Plan

Salaries as of October 1, 2021
Contract pay with rounding corrected to Munis Payroll system

				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
				7 years	10 years	15 years	20 years	25 years				
Job Classification (Range)												
STEP	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	*J*	*K*	
Fire Inspector	$ 51,380.94	$ 53,949.74	$ 56,647.50	$ 59,479.94	$ 62,453.82	$ 65,576.42	$ 68,855.28	$ 72,298.20	$ 75,912.98	$ 79,708.46	$ 83,694.26	
	$ 1,976.19	$ 2,074.99	$ 2,178.75	$ 2,287.69	$ 2,402.07	$ 2,522.17	$ 2,648.28	$ 2,780.70	$ 2,919.73	$ 3,065.71	$ 3,219.01	
80 hour shift	$ 24.70	$ 25.94	$ 27.23	$ 28.60	$ 30.03	$ 31.53	$ 33.10	$ 34.76	$ 36.50	$ 38.32	$ 40.24	
STEP	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	*J*	*K*	
Fire Inspector Supervisor	$ 80,136.94	$ 84,143.80	$ 88,350.86	$ 92,768.78	$ 97,406.92	$ 102,277.24	$ 107,391.44	$ 112,760.96	$ 118,398.80	$ 124,318.74	$ 130,534.82	
	$ 3,082.19	$ 3,236.30	$ 3,398.11	$ 3,568.03	$ 3,746.42	$ 3,933.74	$ 4,130.44	$ 4,336.96	$ 4,553.80	$ 4,781.49	$ 5,020.57	
80 hour shift	$ 38.53	$ 40.45	$ 42.48	$ 44.60	$ 46.83	$ 49.17	$ 51.63	$ 54.21	$ 56.92	$ 59.77	$ 62.76	

City of Miami Beach
Compensation Plan

April 1, 2022 with 2% COLA

					Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
					7 years	10 years	15 years	20 years	25 years				
Job Classification (Range)													
STEP	***F***	***G***	***H***										
Fire Captain	$ 120,754.66	$ 126,792.64	$ 133,131.70										
	$ 4,644.41	$ 4,876.64	$ 5,120.45										
80 hour shift	$ 58.06	$ 60.96	$ 64.01										
96 hour shift	$ 48.38	$ 50.80	$ 53.34										
90 hour shift	$ 51.60	$ 54.18	$ 56.89										
STEP	***F***	***G***	***H***										
Fire Lieutenant	$ 104,251.16	$ 109,529.94	$ 115,004.24										
	$ 4,009.66	$ 4,212.69	$ 4,423.24										
80 hour shift	$ 50.12	$ 52.66	$ 55.29										
96 hour shift	$ 41.77	$ 43.88	$ 46.08										
90 hour shift	$ 44.55	$ 46.81	$ 49.15										
STEP	***1***	***2***	***3***	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	
Firefighter	$ 51,835.42	$ 54,884.70	$ 57,934.24	$ 60,983.00	$ 64,005.76	$ 67,224.04	$ 70,701.54	$ 74,178.26	$ 77,913.68	$ 81,712.02	$ 85,834.84	$ 90,126.40	
	$ 1,993.67	$ 2,110.95	$ 2,228.24	$ 2,345.50	$ 2,461.76	$ 2,585.54	$ 2,719.29	$ 2,853.01	$ 2,996.68	$ 3,142.77	$ 3,301.34	$ 3,466.40	
80 hour shift	$ 24.92	$ 26.39	$ 27.85	$ 29.32	$ 30.77	$ 32.32	$ 33.99	$ 35.66	$ 37.46	$ 39.28	$ 41.27	$ 43.33	
96 hour shift	$ 20.77	$ 21.99	$ 23.21	$ 24.43	$ 25.64	$ 26.93	$ 28.33	$ 29.72	$ 31.22	$ 32.74	$ 34.39	$ 36.11	
90 hour shift	$ 22.15	$ 23.46	$ 24.76	$ 26.06	$ 27.35	$ 28.73	$ 30.21	$ 31.70	$ 33.30	$ 34.92	$ 36.68	$ 38.52	

***Contract charts are a representation of pay corresponding to a salary change in Munis, which will be applied with rounding to 4 significant digits.**

City of Miami Beach
Compensation Plan

April 1, 2022 with 2% COLA

					Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
					7 years	10 years	15 years	20 years	25 years				
Job Classification (Range)													
STEP	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	*J*	*K*		
Fire Inspector	$ 52,408.46	$ 55,028.74	$ 57,780.58	$ 60,669.44	$ 63,702.86	$ 66,887.86	$ 70,232.50	$ 73,744.06	$ 77,431.12	$ 81,302.52	$ 85,368.14		
	$ 2,015.71	$ 2,116.49	$ 2,222.33	$ 2,333.44	$ 2,450.11	$ 2,572.61	$ 2,701.25	$ 2,836.31	$ 2,978.12	$ 3,127.02	$ 3,283.39		
80 hour shift	$ 25.20	$ 26.46	$ 27.78	$ 29.17	$ 30.63	$ 32.16	$ 33.77	$ 35.45	$ 37.23	$ 39.09	$ 41.04		
STEP	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	*J*	*K*		
Fire Inspector Supervisor	$ 81,739.58	$ 85,826.78	$ 90,117.82	$ 94,624.14	$ 99,355.10	$ 104,322.66	$ 109,539.30	$ 115,016.20	$ 120,766.88	$ 126,805.12	$ 133,145.48		
	$ 3,143.83	$ 3,301.03	$ 3,466.07	$ 3,639.39	$ 3,821.35	$ 4,012.41	$ 4,213.05	$ 4,423.70	$ 4,644.88	$ 4,877.12	$ 5,120.98		
80 hour shift	$ 39.30	$ 41.26	$ 43.33	$ 45.49	$ 47.77	$ 50.16	$ 52.66	$ 55.30	$ 58.06	$ 60.96	$ 64.01		

***Contract charts are a representation of pay corresponding to a salary change in Munis, which will be applied with rounding to 4 significant digits.**

City of Miami Beach
Compensation Plan

April 1, 2023 with 3% COLA

				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
				7 years	10 years	15 years	20 years	25 years				
Job Classification (Range)												
STEP	***F***	***G***	***H***									
Fire Captain	$ 124,377.24	$ 130,596.44	$ 137,125.56									
	$ 4,783.74	$ 5,022.94	$ 5,274.06									
80 hour shift	$ 59.80	$ 62.79	$ 65.93									
90 hour shift	$ 53.15	$ 55.81	$ 58.60									
STEP	***F***	***G***	***H***									
Fire Lieutenant	$ 107,378.70	$ 112,815.82	$ 118,454.44									
	$ 4,129.95	$ 4,339.07	$ 4,555.94									
80 hour shift	$ 51.62	$ 54.24	$ 56.95									
90 hour shift	$ 45.89	$ 48.21	$ 50.62									
STEP	***1***	***2***	***3***	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***
Firefighter	$ 53,390.48	$ 56,531.28	$ 59,672.34	$ 62,812.62	$ 65,925.86	$ 69,240.86	$ 72,822.62	$ 76,403.60	$ 80,251.08	$ 84,163.30	$ 88,409.88	$ 92,830.14
	$ 2,053.48	$ 2,174.28	$ 2,295.09	$ 2,415.87	$ 2,535.61	$ 2,663.11	$ 2,800.87	$ 2,938.60	$ 3,086.58	$ 3,237.05	$ 3,400.38	$ 3,570.39
80 hour shift	$ 25.67	$ 27.18	$ 28.69	$ 30.20	$ 31.70	$ 33.29	$ 35.01	$ 36.73	$ 38.58	$ 40.46	$ 42.50	$ 44.63
90 hour shift	$ 22.82	$ 24.16	$ 25.50	$ 26.84	$ 28.17	$ 29.59	$ 31.12	$ 32.65	$ 34.30	$ 35.97	$ 37.78	$ 39.67

***Contract charts are a representation of pay corresponding to a salary change in Munis, which will be applied with rounding to 4 significant digits.**

City of Miami Beach
Compensation Plan

April 1, 2023 with 3% COLA

				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
				7 years	10 years	15 years	20 years	25 years				
Job Classification (Range)												
STEP	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	***J***	***K***	
Fire Inspector	$ 53,980.68	$ 56,679.48	$ 59,514.00	$ 62,489.44	$ 65,613.86	$ 68,894.54	$ 72,339.54	$ 75,956.40	$ 79,753.96	$ 83,741.58	$ 87,929.14	
	$ 2,076.18	$ 2,179.98	$ 2,289.00	$ 2,403.44	$ 2,523.61	$ 2,649.79	$ 2,782.29	$ 2,921.40	$ 3,067.46	$ 3,220.83	$ 3,381.89	
80 hour shift	$ 25.95	$ 27.25	$ 28.61	$ 30.04	$ 31.55	$ 33.12	$ 34.78	$ 36.52	$ 38.34	$ 40.26	$ 42.27	
STEP	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	***J***	***K***	
Fire Inspector Supervisor	$ 84,191.64	$ 88,401.56	$ 92,821.30	$ 97,462.82	$ 102,335.74	$ 107,452.28	$ 112,825.44	$ 118,466.66	$ 124,389.98	$ 130,609.18	$ 137,139.86	
	$ 3,238.14	$ 3,400.06	$ 3,570.05	$ 3,748.57	$ 3,935.99	$ 4,132.78	$ 4,339.44	$ 4,556.41	$ 4,784.23	$ 5,023.43	$ 5,274.61	
80 hour shift	$ 40.48	$ 42.50	$ 44.63	$ 46.86	$ 49.20	$ 51.66	$ 54.24	$ 56.96	$ 59.80	$ 62.79	$ 65.93	

***Contract charts are a representation of pay corresponding to a salary change in Munis, which will be applied with rounding to 4 significant digits.**

City of Miami Beach
Compensation Plan

April 1, 2024 with 3% COLA

				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
				7 years	10 years	15 years	20 years	25 years				
Job Classification (Range)												
STEP	***F***	***G***	***H***									
Fire Captain	$ 128,108.50	$ 134,514.38	$ 141,239.28									
	$ 4,927.25	$ 5,173.63	$ 5,432.28									
80 hour shift	$ 61.59	$ 64.67	$ 67.90									
90 hour shift	$ 54.75	$ 57.48	$ 60.36									
STEP	***F***	***G***	***H***									
Fire Lieutenant	$ 110,600.10	$ 116,200.24	$ 122,008.12									
	$ 4,253.85	$ 4,469.24	$ 4,692.62									
80 hour shift	$ 53.17	$ 55.87	$ 58.66									
90 hour shift	$ 47.27	$ 49.66	$ 52.14									
STEP	***1***	***2***	***3***	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***
Firefighter	$ 54,992.08	$ 58,227.26	$ 61,462.44	$ 64,697.10	$ 67,903.68	$ 71,318.00	$ 75,007.40	$ 78,695.76	$ 82,658.68	$ 86,688.16	$ 91,062.14	$ 95,615.00
	$ 2,115.08	$ 2,239.51	$ 2,363.94	$ 2,488.35	$ 2,611.68	$ 2,743.00	$ 2,884.90	$ 3,026.76	$ 3,179.18	$ 3,334.16	$ 3,502.39	$ 3,677.50
80 hour shift	$ 26.44	$ 27.99	$ 29.55	$ 31.10	$ 32.65	$ 34.29	$ 36.06	$ 37.83	$ 39.74	$ 41.68	$ 43.78	$ 45.97
90 hour shift	$ 23.50	$ 24.88	$ 26.27	$ 27.65	$ 29.02	$ 30.48	$ 32.05	$ 33.63	$ 35.32	$ 37.05	$ 38.92	$ 40.86

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City of Miami Beach
Compensation Plan

April 1, 2024 with 3% COLA

			Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
			7 years	10 years	15 years	20 years	25 years				
Job Classification (Range)											
STEP	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	***J***	***K***
Fire Inspector	$ 55,600.22	$ 58,379.88	$ 61,299.42	$ 64,364.04	$ 67,582.32	$ 70,961.28	$ 74,509.76	$ 78,235.04	$ 82,146.48	$ 86,253.70	$ 90,567.10
	$ 2,138.47	$ 2,245.38	$ 2,357.67	$ 2,475.54	$ 2,599.32	$ 2,729.28	$ 2,865.76	$ 3,009.04	$ 3,159.48	$ 3,317.45	$ 3,483.35
80 hour shift	$ 26.73	$ 28.07	$ 29.47	$ 30.94	$ 32.49	$ 34.12	$ 35.82	$ 37.61	$ 39.49	$ 41.47	$ 43.54
STEP	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	***J***	***K***
Fire Inspector Supervisor	$ 86,717.28	$ 91,053.56	$ 95,605.90	$ 100,386.78	$ 105,405.82	$ 110,675.76	$ 116,210.12	$ 122,020.60	$ 128,121.76	$ 134,527.38	$ 141,254.10
	$ 3,335.28	$ 3,502.06	$ 3,677.15	$ 3,861.03	$ 4,054.07	$ 4,256.76	$ 4,469.62	$ 4,693.10	$ 4,927.76	$ 5,174.13	$ 5,432.85
80 hour shift	$ 41.69	$ 43.78	$ 45.96	$ 48.26	$ 50.68	$ 53.21	$ 55.87	$ 58.66	$ 61.60	$ 64.68	$ 67.91

***Contract charts are a representation of pay corresponding to a salary change in Munis, which will be applied with rounding to 4 significant digits.**