

# 2023 – 2026 CBA Synopsis

- **Article 1 – Preface:**
    - 1.1 – Changes date to October 2023
    - 1.3 – Adds the following classifications of Fire Department Helicopter Chief Pilot, Fire Department Helicopter Pilot and Fire Department Helicopter Co-Pilot to be considered as “Firefighting Personnel.”
  
  - **Article 2 – Recognition:**
    - 2.2 – Strikes: ~~“into the County Service”~~
      - A. Adds language: “A firefighter who was hired between April 1, 1992 and October 1, 2021 and obtains Florida certification as a paramedic after a change in classification from Trainee to probationary status, will be placed on the appropriate pay step as if they possessed the paramedic certification during the change in classification from Trainee to Probationary. Such employee will not have their anniversary date changed and are entitled to retroactive compensation to the date of paramedic state certification from State of Florida.”  
Comment – Addresses the EMT/Paramedic step issue that was created in the 2020 – 2023 CBA.
  
  - **Article 3 – Management Rights and Scope of the Agreement: STATUS QUO**
  
  - **Article 4 – Grievances:**
    - 4.4 – Grievance procedure:
      - Step 2:
        - Adds “or mutually agreeable designee” in addition to the Division of Professional Standards Division Chief.  
Comment – Allows the Department’s designee to hear the grievance at Step 2.
        - Adds Step 4 to the grievance process:
          - Adds language: “If the decision of the Fire Chief has not satisfactorily resolved the grievance, the Union may request a labor management committee meeting, in writing to the Director of Labor Relations – Human Resources, to discuss the unresolved grievance. The meeting must be attended by legal representatives from both parties and be held within twenty (20) working days after the Union’s request.”  
Comment – requires another meeting with Labor Relations (with attorneys present) in an attempt to resolve the grievance before arbitration.
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- **Article 5 – Arbitration: STATUS QUO**
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- **Article 6 – Assignment Certification Pay:**
  - 6.1 – Adds language: “Additionally, effective October 2, 2023, all personnel who are required to have the Driver Operator certification as part of their bid assignment, excluding Driver Operators in a CR route (see article 6.26), shall receive 5% above their regular rate of pay.”  
Comment: If D/O (with the exception of CR Drivers) is required for your bid, you will receive the 5% D/O pay incentive.
  - 6.2 – EMT Pay:
    - Effective 10/2/23, EMT pay will increase to 21%  
Comment: Pay will be retroactive to 10/2/23
    - Effective 10/1/24, EMT pay will increase to 23.5%  
Comment: The 10/2/24 implementation date is subject to the potential of a FRS COLA reinstatement. If the cost of the reinstatement is < \$12 million, then the implementation date is 10/1/24. If the cost of the COLA reinstatement is >\$12 million, then the implementation date will be delayed until 10/1/25.
    - Effective 10/1/25, the 23.5% EMT pay incentive will be placed into your base step. Your base step will increase by 23.5% and the EMT pay incentive will be eliminated.
  - 6.2 – Paramedic Pay:
    - Effective 10/2/23, Paramedic pay will increase to 26%

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Comment: Pay will be retroactive to 10/2/23

- Effective 10/1/24, Paramedic pay will increase to 28.5%

Comment: The 10/2/24 implementation date is subject to the potential of a FRS COLA reinstatement. If the cost of the reinstatement is < \$12 million, then the implementation date is 10/1/24. If the cost of the COLA reinstatement is >\$12 million, then the implementation date will be delayed until 10/1/25.

- Effective 10/1/25, the 23.5% EMT pay incentive will be placed into your base step. Your base step will increase by 23.5% and the Paramedic pay incentive will be reduced from 28.5% to 5%.
- 6.8 – Cleanup language: Strikes “units” and replaces it with “Airport Operations Division”.
- 6.12 – Language Cleanup: Replaces “ratification of this agreement by both parties” with “December 13, 2021”.
- 6.15: Language Cleanup – strikes “\$125.00. Effective April 1, 2022, this pay supplement shall increase to \$150.00. Effective April 1, 2023, this pay supplement shall increase.”

Comment – The hazardous duty pay supplement is \$175. (no change)

- 6.16 – Adds: “and/or EMS Captains assigned to operations”
- 6.17 – Adds: “The attached addendum applies to divers certified by the Department after ratification of this agreement.”

Comment: The dive addendum can be found at the end of this synopsis prior to the Appendices.

- 6.18 – Adds language that this supplement does not apply to employees covered by Article’s 6.6, 6.11, 6.12, 6.14, 6.19, 6.20 and 6.24.
- 6.20 – Language Cleanup: Replaces “ratification of this agreement by both parties” with “December 13, 2021”.
- 6.24 – New Article: “Firefighting personnel who are assigned full-time staff (40-hour work week) to the Urban Search and Rescue (USAR) Bureau, shall be paid at a rate one step above the regular rate of pay except for employees at the maximum step of the pay range who shall receive 5% above their regular rate of pay, in accordance with rules, regulations and protocols established and maintained by the Department. The County Mayor and the Fire Chief of the Miami-Dade Fire Rescue Department shall have sole discretion to determine the number of employees who will receive this pay supplement.”

Comment: This new 5% pay incentive replaces the 5% pay incentive that members are currently receiving.

- 6:25 – Rescue Transport Pay:
  - Adds language that the Fireboat is eligible to receive the 5% transport pay incentive.
  - Adds clarifying language that personnel on restricted duty shall not receive this pay incentive.
- 6:26 – CR Routes (New Article):
  - “Effective October 2, 2023, personnel bid or assigned in any CR Group with four (4) or more scheduled shifts receiving the same pay incentive (provided by Article 6) in a six-day CR cycle will be paid the incentive full-time.”

## ○ **Article 7 – Overtime:**

- 7.2 – Adds “Pursuant to Departmental Policy (as may be amended)”
  - 7.4 – Strikes “and 13.8”
  - 7.7 – Adds “except for off -regular duty special events or in kind services where vendors pay an overtime rate,”.
- Comment: Clarifies that compensatory time cannot be earned while working a Firewatch event.

## ○ **Article 8 – Work in Other Classification:** STATUS QUO

## ○ **Article 9 – Call Back, Court Time, and Jury Duty:** STATUS QUO

## ○ **Article 10 – Leave:**

- 10.2 – Adds: “The Law Enforcement Appreciation Day Holiday is recognized and designated as a paid County holiday to be observed on the Friday before National Police Week.”  
Comment – Officially adds Law Enforcement Appreciation Day to the contract.
- 10.3 – Adds language for members to request any “or all” of three of the holiday option payouts.
  - Option 2 – “Effective October 1, 2025, the aggregate amount will increase to \$400,000.”

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- 10.13 – New article: “Effective October 1, 2025, bargaining unit employees shall be eligible to cash out up to forty-eight (48) hours of compensatory leave in December of each calendar year by submitting a form created for such purpose by the first Monday in December.”
- **Article 11 – Certification of Firefighting Personnel:**
  - 11.1 – Adds “Hazardous Material Specialists” and “Technical Rescue Specialists” to those bid positions that are certified by the Department.
  - 11.2 – Certification Requirements:
    - Language change – “Certification may consist of skills, written cognitive and/or diagnostic practical tests.”
    - Strikes: “If registration is necessary for the test or class, an additional seven (7) days will be given for notification purposes prior to the registration.”
  - 11.3 – Language modification:
    - “Upon successful completion of the Driver Operator, Hazardous Materials Technician (HMT), Hazardous Material Specialist (HMS), Hazardous Materials Medical Technician (HMMT), Technical Rescue Technician (TR), Technical Rescue Specialist (TRS), Airport, Marine Firefighter (MFF), Flight Medic, Air Truck, and Protocol Paramedic certification test personnel will not be required to recertify during the term of this Agreement. Except for Protocol Paramedic, personnel may voluntarily surrender a certification through submission of the form an eMemo with a relinquishment form, as mutually agreed upon, via chain of command. agreed to by the department and the Union. The Department has up to six (6) months to approve a request for those personnel assigned to 40-hour positions.”
  - 11.7 – Adds “Class sizes will be rostered in accordance with the applicable Department Policy and Procedure.”
- **Article 12 – Job Duties: STATUS QUO**
- **Article 13 – Firefighting Personnel Staffing of Apparatus:**
  - 13.3 – Staffing:
    - 13.3.A. – Hazmat 45:
      - Increases the number of firefighters on Hazmat 45 from two FFs to three FFs in addition to the OIC.
      - The unit can ride short in accordance with Art 13.5
  - 13.5 – Riding Short:
    - I. Adds “Investigative Interview, Disciplinary hearings, and Grievance hearings” as reasons for a unit to ride short for < 4 hours.
  - 13.8: Strike Article:
    - ~~In the case of an unanticipated vacancy on the day of, personnel previously rostered a shift in advance to work in a higher classification will not be considered available to work in their regular classification on the day assigned for the duration of their out of class assignment, not exceed 12 hours.~~
- **Article 14 – Firefighting Personnel Assignments and Transfers:**
  - 14.1 – Bid Announcements:
    - ~~“All vacancies will be bid twice a year and will be advertised on a on the first B shift Monday at the start of a pay period~~ in August and February of each year. Closing dates will be two (2) weeks after vacancies are advertised. All awarded bids will be implemented ten (10) weeks after the vacancies are advertised on a C shift Monday, at the beginning of the pay period.”
    - Comment: New language addresses problems with the previous language which required the specific day when the bids would be announced.
  - 14.2.F – Replaces ~~“Haz Tox”~~ with “Hazardous Materials Medical Technician (HMMT)”.
  - 14.2 – New Language:

In order to count toward bid requirements or preference, qualifications/certifications must be obtained prior to the bid announcement. ~~Except for the above and for trainees and probationary Firefighters, all other personnel covered by this Agreement will be given an opportunity to indicate their preference for assignments. Personnel~~

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will be assigned to fill vacancies on the basis of preferences, department requirements, and time-in-grade. Employees classified as Firefighter Trainees or Probationary Firefighters on the closing date of the Position Vacancy Announcement (PVA) process shall be prohibited from participating in the PVA process. The department will make every reasonable effort to minimize the transfer of personnel between shifts and duty assignments. Fire rescue personnel will be assigned on a volunteer basis when sufficient volunteers are available.

Comment: Clarifies that Probationary Firefighters cannot participate in the PVA process.

- 14.5 – Department Certifications.

“The successful bidder of any bid requiring more than one certification will have the bid period to obtain all Department certifications. The employee will not be granted any new certification(s) or be considered certified until all bid required certification courses have been successfully completed. If an employee placed in a bid position subsequently fails to ~~certify~~ obtain all required certifications within the bid certification period, he/she shall lose their BID and be placed in the appropriate relief column on the currently assigned shift. ~~revert to his/her previous position.~~ The bid certification period will begin when the final bid awards are published and end with the publication of the next Position Vacancy Announcement (PVA). Where qualifications are required for a bid, the certification training will be conducted in a timely manner. Any certification class required due to an awarded bid, may be scheduled prior to the bid implementation date. The employee awarded the bid will remain in their current bid or if there is no current bid, as relief until such time as they become certified when they will then fill their new bid and receive any associated certification pay incentive.”

- 14.6 – Moves:

- Adds language clarifying “voluntary” and “involuntarily” moves.

- 14.6 – Conflict Resolution:

“Additionally, the Department shall have the authority and discretion to involuntarily move employees up to ten (10) times for each year of this Agreement, while attempting resolution of personnel conflict issues. For conflict resolution, if, after six (6) moves, it is expected that there is a need to exceed the ten (10) involuntary moves, the Department will convene a panel made up of three (3) representatives from labor (appointed by the President of the Union) and three (3) representatives from management (appointed by the Fire Chief) to review the case and make recommendations to the Fire Chief. The Fire Chief may act upon this panel’s recommendation, which may include removal of bids, so long as the recommendation comes from the majority of the panel. Any employee removed from a bid because of this panel’s recommendation shall be prohibited from bidding the same station on that shift for at least one bid cycle. A move unless otherwise specified in this agreement shall be defined as a move of an employee from his or her bid position to any position that would involve a change of incentive, a change of unit, or a change of station.”

- **Article 15 – Relief Factor:**

- 15.1 – Establishes the relief Factor for the term of the Contract (2023 – 2026):

- Chief Fire Officer – 4.2
- Fire Captain – 4.4
- Fire Lieutenant – 4.4

- 15.2 – Establishes that the parties will meet annually between July and September of each year to review the Relief Factor.

- **Article 16 – Promotional Exams**

- 16.5 Upon ratification, the time in grade eligibility criteria for promotional exams shall be by the test date twenty one (21) calendar days, excluding weekends and holidays, prior to the expiration date of the respective certified eligibility list and service in the Miami-Dade Fire Rescue Department or as specified by merger agreement:

- A. Lieutenant – Five (5) years continuous service from date of hire as a Firefighter except that all employees hired on or after October 1, 2004, shall be required to be a State Certified, Department Protocol

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Paramedic. Additionally, all employees will be required to possess the following to be eligible for promotional exams:

1. Associate Degree or higher (~~In accordance with Article 17~~), OR State of Florida Fire Officer I certification. For promotional exams administered after September 30, 2026, State of Florida Fire Officer I certification is required and an Associate Degree or higher is no longer an acceptable equivalent.
2. State of Florida Pump Operator certification (PFL) or Department Driver/Operator certification.

B. Captain - Three (3) years continuous service as a Lieutenant, and all employees will be required to possess the following to be eligible for promotional exams:

1. Associate Degree or higher (~~In accordance with Article 17~~) ~~OR successful completion of all classes required by the State of Florida Fire Officer I certification. For promotional exams administered after September 30, 2023, employees will be required to have an Associate degree or higher (in accordance with Article 17)~~ OR State of Florida Fire Officer I certification and completion of Fire Officer II coursework.
2. For promotional exams administered after September 30, 2024, employees will be required to have an Associate Degree or higher OR State of Florida Fire Officer II certification or greater.
3. For promotional exams administered on or after September 30, 2026, employees will be required to have an Associate Degree or higher AND State of Florida Fire Officer II certification or greater.

C. Chief Fire Officer - Two (2) years continuous service as a Captain all employees will be required to possess the following to be eligible for promotional exams:

1. Associate Degree or higher (~~In accordance with Article 17~~) ~~OR successful completion of all classes required for the State of Florida Fire Officer I certification and completion of Fire Officer II coursework.~~
2. For promotional exams administered after September 30, 2024, employees will be required to have an Associate's degree or higher (~~in accordance with Article 17~~) OR State of Florida Fire Officer II certification and completion of Fire Officer II coursework or greater.
3. For promotional exams administered after September 30, 2025, employees will be required to have an Associate Degree or higher OR State of Florida Fire Officer III certification or greater.
4. For promotional exams administered on and after September 30, 2026, employees will be required to have an Associate degree or higher AND State of Florida Fire Officer III certification or greater.

D. Fire Officer coursework and the certifications referenced in Article 16.5 are based upon the "Fire Officer Program" framework, as outlined by the Department of Financial Services, Division of the State Fire Marshal's Bureau of Firefighter Standards and Training, dated November 25, 2015. If certification criteria for the Fire Officer Program should be revised to include additional requirements beyond what is currently required, completion of Fire Officer Program coursework, as defined in this referenced document, shall be deemed sufficient to meet the additional eligibility requirements for a period of 36 months from the publication date of revisions.

▪ 16.15 – Division Chief Vacancies:

"Upon ratification of this agreement certification of the 2024 Chief Fire Officer (CFO) promotional eligibility list, when a vacancy occurs in the rank of Division Chief, a Fire Captain Chief Fire Officer (CFO) promotion and subsequent promotions will be made within two (2) pay periods from the current eligibility list(s). If the employee appointed as a Division Chief is a CFO a CFO promotion will be made, retroactive to the vacancy, within two (2) pay periods from the eligibility list in effect when the vacancy occurred. Promotions will occur at each rank where there are no overages in the classification and nothing in Article 16.15 will create a permanent overage in any classification."

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- 16.16 – Certifications and reimbursement:  
“The Department will attempt to deliver Fire Service Hydraulics and Apparatus Operations courses to obtain State of Florida Pump Operator certification (PFL), Fire Officer I (FOI), ~~and~~ Fire Officer II (FOII), Fire Officer III (FOIII), Fire Instructor I (FII) and Fire Safety Inspector (FSI) classes at no charge to the employee twice annually. Personnel may take any class associated with the PFL, FOI, ~~and~~ FOII, FOIII, FII or FSI certification through another institution. The employee will receive 50% reimbursement for each class. Once the PFL, FOI, ~~or~~ FOII, FOIII, FII or FSI certifications is are obtained, the department will reimburse ~~the remaining 50% for a total of~~ 100% reimbursement for tuition costs up to 100% of the Miami-Dade College course rate, regardless of the institution attended.”
- 16.17 – New Article:  
“The Department will publish an all station and office memorandum (ASOM) with the effective date and names of all promotional employees. On the date of publication, the employees promoted who are on duty, will remain in the same position they were assigned for the remainder of the shift.”
- **Article 17 – Education:**
  - 17.4: Increases State of FL Pump Operator Certification (PFL) pay supplement from \$35 to \$50 per pay period.
  - 17.8 (revised article) – Updated article reads:
    - A. “Firefighting personnel in the classification of Chief Fire Officer who receive and maintain a State of Florida Fire Officer III certification shall receive a pay supplement of \$150 per pay period. This pay supplement shall be paid on a first come, first served basis and be limited to 25 CFOs in FY 23-24, 50 CFOs in FY 24-25, and 75 CFOs in FY 25-26 and future years.”
  - 17.9: Wage benefits under 17.6, 17, and 17.8 above shall not be cumulative.
  - 17.10: Adds language: The fire Department will provide 100% tuition refund up to 100% of the Miami Dade College non-state resident course rate to those employees in firefighting personnel classifications who voluntarily attend Paramedic Training Classes in an off-duty status and who successfully complete Department Protocols and State Certified Paramedic requirements.”
- **Article 18 – Non-Discrimination Clause: STATUS QUO**
- **Article 19 – Health Services:**
  - County Physicals:
    - Adds “Fecal Occult Blood Test will be provided to all employees age 40 and over.”
    - Adds: “Cardiac Calcium Score Test will be provided if recommended by the examining physician or upon request by an employee age 35 or over. The test is limited to once every four (4) years.”
- **Article 20 – Bulletin Boards: STATUS QUO**
- **Article 21 – Union Activity: STATUS QUO**
- **Article 22 – Union Representatives:**
  - 22.6 – Increase the number of members who can attend IAFF/AFL-CIO conventions or conferences (not to exceed thirty-five (35), twenty-four (24) hours occurrence per calendar year.
  - 22.8 – Increases administrative “Y” time from 400 hours per month to 496 hours per month.
- **Article 23 – Labor Management Committee: STATUS QUO**
- **Article 24 – Safety Standards and Equipment:**
  - 24.6 – Strikes article: ~~“All bargaining unit members will be furnished with rain gear.”~~  
Comment: “rain gear” was moved to Art 24.7.
  - 24.7 – Adds: “including rain gear”
  - 24.10 – Replaces “regular duty location...” with “scheduled duty location...”

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- **Article 25 – Night Differential:** STATUS QUO
- **Article 26 – Mergers of Other Fire Departments:** STATUS QUO
- **Article 27 – Firefighting Personnel Tour of Duty and Hours of Work:**
  - 27.3: Adds language to provide for a reopener to negotiate a reduction in the current 48 hour work week. CBA reads: “During the term of this agreement, the parties may mutually agree to re-open this section for the purpose of negotiating a reduction in the current forty-eight (48) hour work week.”
  - 27.5: Replaces “Division Head” with “Division Chief/Manager”
- **Article 28 – Group Health Insurance:**
  - 28.14: The County to provide an annual contribution of \$250,000 to the Health Insurance Trust Fund for the purpose of supplementing mental health educations, awareness and assistance.
- **Article 29 – Firefighting Personnel Shift Exchange:** STATUS QUO
- **Article 30 – Saving Clause:** STATUS QUO
- **Article 31 – Personal Liability Protection:** STATUS QUO
- **Article 32 – Extra Duty Services:**
  - 32.2: Provides language that allows for mandatory Extra Duty Services assignments. Comment: Mandatory hiring will only be implemented once a hiring Policy & Procedure is finalized and all members have received the necessary training (see Art 32.8).
  - 32.6 - Adds: Professional Soccer – Int’l Soccer Matches, World Cup Matches Races and the Miami Grand Prix (all days) to the events eligible for the \$79/\$81 premium rate.
  - 32.8 The Department shall provide, at minimum, one class annually for each extra duty services certification. These classes will be rostered in accordance with Department Policy and Procedures and can be in whatever format facilitates the required learning/performance objectives required of the employee to work the extra duty service. Upon ratification of this agreement and revision of the Department Policy and Procedures, to include a mandatory option for filling vacant special event positions, the Department will commence a training initiative that ensures that all Firefighting personnel are certified to work special events in a basic capacity.
  - 32.9 (new article):  
Employees may work up to 160 hours of Extra Duty Services per pay period of off-duty while on annual, holiday or compensatory leave. This provision excludes Special Events considered “in-kind” services.
- **Article 33 – Voting:** STATUS QUO
- **Article 34 – Services to the Union:** STATUS QUO
- **Article 35 – Use of Private Vehicle:** STATUS QUO
- **Article 36 – Long Service Pay Premiums:**
  - Longevity Bonus Award – Adds years 31 – 35 to the table:  
Effective October 2, 2023, in accordance with Administrative Order 7-10, employees with fifteen (15) years of continuous uninterrupted County Service shall receive an annual lump sum longevity bonus payment in accordance with the following schedule:

Years of Completed	
Full-Time Continuous	Percentage Payment

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County Service	of Base Salary
30	3.0%
31	3.1%
32	3.2%
33	3.3%
34	3.4%
35 or more	3.5%

- **Article 37 – Dues Check-Off:** STATUS QUO
- **Article 38 – Reporting Injuries:** STATUS QUO
- **Article 39 – Severability:** STATUS QUO
- **Article 40 – Strikes and Lockouts:** STATUS QUO
- **Article 41 – Amendment:** STATUS QUO
- **Article 42 – Duty Vehicle and Radios:**
  - 42.2 – Language Cleanup: “Fire Inspectors and Investigators bid or filling an Open/Vacant position shall be furnished a vehicle on a twenty-four (24) hour basis. Each position in the Operations Division and all positions in Fire Prevention safety and Training personnel Division will be assigned and issued a hand-held radio.”
- **Article 43 – Personnel File and Disciplinary Matters:**
  - 43.16 – New Article: “The County shall provide the employee and the Union with an electronic copy of all records, documents and files. If the method of file sharing is inaccessible to the Union, the Department will provide the records, documents or files on an accessible USB device provided by either party.”
- **Article 44 – Wages:**
  - Effective the 1<sup>st</sup> pay period of April 2024, employees will receive a 3% Cost of Living Adjustment (COLA)
  - Effective the 1<sup>st</sup> pay period of April 2025, employees will receive a 3% Cost of Living Adjustment (COLA)
  - Effective the 1<sup>st</sup> pay period of April 2026, employees will receive a 4% Cost of Living Adjustment (COLA)
- **Article 45 – Terms of Agreement and Reopener:**
  - 45.1 – Date change: Establishes that Agreement continues until September 30, 2026
  - 45.2 – Date change: Term of the Agreement from October 1, 2023 – September 30, 2026
  - 45.6 – Date changes: Either party may require discussions concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2026, by requesting same, in writing, of the other party between January 1, 2026 and not later than April 1, 2026. A meeting of the parties shall then be held no later than May 1, 2026, where first drafts of written proposals modifying this Agreement shall be exchanged. If neither party submits such written notice during the indicated period, this Agreement shall be automatically renewed for the period October 1, 2026 through September 30, 2027.
- **Article 46 – Paychecks:** STATUS QUO
- **Article 47 – Firefighting Personnel Working Conditions:**
  - 47.3 – Adds language: “All in-service Heavy Fleet vehicles shall maintain serviceable air conditioning systems to adequately cool the vehicle interior in which bargaining unit members are seated. This requirement may be temporarily waived on a case-by-case basis through mutual agreement between the Fire Chief and the Union President.”

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- 47.9 – Clean Up – Strikes Article.
  - ~~It is understood by both parties that compliance with Articles 47.4, 47.5, 47.7, and 47.8 may require time and both parties agree these Articles are enforceable after December 31, 2022.~~  
Comment: Article is no longer relevant.
- **Article 48 – Communication: STATUS QUO**
- **Article 49 – Toxicology and Alcohol Testing: STATUS QUO**
- **Article 50 – Dispatcher’s Addendum:**
  - 50.2 – Language reads: “Fire Rescue Dispatchers ~~and Fire Rescue Dispatcher Supervisors~~ will be eligible to receive a support specialty pay ~~supplement incentive of two (2) pay steps~~ twelve percent (12%).  
Comment: Replaces the two pay steps with a 12% pay incentive. Aligns with Police Dispatchers. Supervisors receive the 16% competency pay and are not eligible for the pay incentive.
  - 50.6 – Holiday Option Leave Payouts:  
Fire Rescue Dispatchers and Fire Rescue Dispatcher Supervisors may accrue holiday leave up to a maximum of 240 hours. Upon request, employees shall be paid for each holiday as it occurs or select one of the following three options to be paid for unpaid Holiday Leave. Employees are required to submit their request on the department approved form when requesting any or all of the following three options:
    - **Option 1** - allows the employee to be paid for all unpaid Holiday Leave earned during the current fiscal year on the first pay period of the following fiscal year (October). Any Holiday Leave used or paid during that current fiscal year will be subtracted from the total amount of hours earned for the year. An employee requesting Option 1 must submit the request in writing by July 1st of the current fiscal year.
    - **Option 2** - allows employees one opportunity per fiscal year, to be paid for all or any part of their accrued Holiday Leave excluding Holiday Leave earned during the current fiscal year by submitting a written request between October 1st and October 30th of each year. If the total aggregate requests by employees exceeds \$15,000.00, each employee shall receive payment in pro-rata, equal shares or if the employee is requesting less than the pro-rata share.
    - **Option 3** - allows employees with twenty (20) or more years of service, on a one-time basis only, to receive up to 240 hours of accrued Holiday Leave, paid upon request over 26 pay periods of the following fiscal year. An employee requesting Option 3 must submit the request in writing by July 1st of the current fiscal year.
  - 50.7 – Increases the training pay supplement from one pay step to two pay steps.
  - 50.9 – Exchange Time:
    - G. Dispatchers who were certified as Lead Workers or Acting Supervisors ~~prior to ratification of this agreement~~ are permitted to exchange with Dispatch Supervisors ~~until September 30, 2023~~.  
Comment: Allows Lead Workers or Acting Supervisors to continue doing exchanges with Supervisors.
  - 50.11 – Competency Pay:
    - Replaces “~~two (2) pay steps~~” with “twelve percent (12%) incentive.”
  - 50.13 – Adds “Fire Administration or Disaster Preparedness” as degrees eligible for a one-step pay increase.
- **Article 51 – Layoff and Demotion Procedures: STATUS QUO**
- **Article 52 – Community Mentoring Initiative: STATUS QUO**
- **ARTICLE 53 – TEMPORARY RESTRICTED DUTY (NON-SERVICE CONNECTED) (New Article)**

53.1 Firefighting personnel who are unable to perform essential job functions as defined by the 2022 edition of NFPA 1582 due to non-service-connected illness/injury will be offered Temporary Restricted Duty (TRD). TRD will consist of up to sixty (60) months of cumulative TRD in the lifetime of the career of the employee. Any firefighting personnel, whose

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Workmen's Compensation claim is denied or classified as a non-service-connected illness/injury, or the statute of limitations have expired, will be granted sixty (60) months of TRD. The following provisions will apply:

- A. Firefighting personnel who are placed on TRD during the middle of the week will use their accrued leave or may use their outstanding balance (owed) of exchange time until being placed on TRD.
- B. TRD must be recommended by a physician in writing and must include an expected date that the employee will be able to return to full duty. This statement must be reaffirmed (if circumstances described in the original recommendation are unchanged) or amended (if circumstances have changed) every three (3) months. All employees assigned to TRD prior to ratification of this agreement by both parties, must comply with this Section, no later than April 1, 2024.
- C. Upon ratification of this agreement by both parties, firefighting personnel who have been assigned to TRD for two (2) years or less, and whose physician recommendation states the employee is expected to return to duty within two (2) years from the ratification date, are eligible to participate in Position Vacancy Announcements. The employee shall not, however, receive assignment pay associated with the awarded bid until they fill the bid position. Personnel who are assigned to TRD for greater than two (2) years are not eligible to participate in Position Vacancy Announcements until the bid period following their return to regular duty.
- D. Effective February 5, 2024, for the purposes of promotional exams, time spent in TRD does not count towards time-in-grade eligibility requirements as outlined in Article 16.
- E. Effective February 5, 2024, firefighting personnel assigned to TRD for greater than three (3) years shall surrender their assigned CR day.
- F. Effective February 5, 2024, firefighting personnel assigned to TRD for greater than four (4) years from the date having been assigned to TRD, shall surrender their bid. Upon returning to regular duty, the employee can choose a temporary assignment to any Leadworker District on any shift until either shift balancing occurs or the employee has the opportunity to participate in the next bid process.
- G. Firefighting personnel having been assigned to TRD for greater than two (2) years are ineligible to fill any Special Assignments without successfully completing transitional training and returning to their regular duty assignment for at least 6 months.
- H. Firefighting personnel assigned to TRD for greater than three (3) years are ineligible to act in managerial positions and are ineligible for appointment to managerial positions without successfully completing transitional training.
- I. Effective February 5, 2024, Firefighting personnel assigned to TRD for greater than twenty-four (24) months, will have thirty-six (36) months to return to full duty.
- J. Any time firefighting personnel are required to attend a doctor's appointment or therapy, the time away from work will be charged to the firefighting personnel's sick leave or other accrued leave if sick leave is exhausted. The employee must notify their PAR Supervisor at least two (2) days prior to any scheduled appointment and provide verification of attendance to each appointment or therapy session upon returning to their TRD assignment. Any appointment scheduled less than two (2) days in advance will be handled on a case-by-case basis.
- K. TRD assignments will be determined by the Fire Chief or designee. The work schedule, including lunch, will be either five (5) 8-hour days per week, or four (4) 10-hour days per week with Tuesday, Wednesday, or Thursday as the assigned day off, at the preference of the firefighting personnel.

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- L. For the purpose of determining when the 60 months of cumulative time begins and ends, each occurrence will begin upon determination from risk management that the injury/illness is not service connected and ends upon the member returning to full duty.
- M. Personnel who are placed on TRD for the active treatment of a non-service-connected cancer, and who are not otherwise eligible for retirement, shall not have that time counted against their 60 months. This exception excludes skin cancer requiring only localized treatment of the skin. Cancers that are in complete remission shall no longer serve as reason for a TRD assignment.

53.2 The Department and the Union will establish a joint labor-management TRD Review Panel consisting of three (3) members from Labor and three (3) members from Management, with the Chairperson being assigned to the Union's Benefits Officer and a Co-Chairperson (sworn/uniformed) assigned to Management. The committee will convene at least quarterly. All personnel assigned to TRD since the panel last convened must meet with the panel, in-person or virtually. Additionally, all personnel assigned to TRD must meet with the panel quarterly during the first twelve (12) months, and then annually until the forty-ninth month (49th), and then quarterly in the last twelve (12) months of said TRD period. These meetings will focus on providing assistance to firefighting personnel to expedite a return to full work status and to provide guidance.

53.3 If the firefighting personnel is still unable to perform essential job functions at the expiration of the 60th month, as defined by the 2022 edition of NFPA 1582, then the employee will no longer be eligible for TRD and their employment status will be reviewed administratively.

53.4 Understanding each case involves unique circumstances, all terms in this Article may be waived by mutual agreement in writing, between the Fire Chief and Union President.

- **Dive Addendum (NEW) – Agreement between Miami-Dade Fire Rescue and IAFF Local 1403 SCUBA Rescue Authorized (SRA) Divers**

MDFR is charged with the responsibility for underwater rescue operations and public safety in and around Miami-Dade County (hereinafter "the County").

It is hereby stipulated and agreed that:

1. The Department shall establish a diver deployment model that consists of a set number of divers by battalion, shift and rank. Additionally, the Department may select specific units to serve as dive specialty units.
2. Those battalion divers assigned to one of the set diver positions shall be compensated with the dive pay supplement. Those divers assigned to the Dive Rescue Bureau shall be compensated with the dive pay supplement in addition to instructor pay, as long as they are current State Certified Fire Instructor I or greater.
3. Divers (regardless of when certified) not already receiving the dive pay supplement, but who are certified Department SCUBA authorized (SRA) divers in accordance with rules, regulations and protocols established and maintained by the Miami-Dade Fire Rescue Department and are assigned to shift in operations, shall be compensated with an out-of-class pay supplement for the shift in the event of: a) an incident commander deems it necessary for them to dive on an alarm; b) attendance at department mandated PITs; c) attendance at APTE currency training; and d) if assigned to a roster position requiring diver certification for BID purposes.
4. The Department retains the authority to determine the details of the diver deployment model, those that are eligible for the dive pay supplement, and diver training requirements and procedures in order to meet or exceed current standards. No changes in the deployment model shall be made without prior notification to the Union at least 30 days in advance.

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5. Movement out of one of these diver positions through promotion, demotion, bid, or dive status relinquishment shall result in the loss of dive pay supplement. Movement out of one of these diver positions through temporary assignment change, being placed on restricted duty or no duty, administrative duty, and/or loss of diver currency shall result in loss of the dive pay supplement during the time they are removed from their position as a battalion diver.
  6. Chief Fire Officers shall not be included in the diver deployment model.
  7. Personnel that are being compensated as SRA divers under article 6.17 of the 2020-2023 CBA, shall continue to receive said pay supplement and be governed by the rules established under that agreement.
  8. The parties agree to meet to establish and analyze the effectiveness of the current diver deployment model annually between July 1<sup>st</sup> and September 30<sup>th</sup>.
  9. Dive equipment must remain on all operational units in service as required by this agreement. At such time when there are no remaining Chief Fire Officers grandfathered into the preceding diver agreement (CBA 2020-2023), the Department may remove dive equipment from Battalion Chief's vehicles at its discretion.
- **Appendix A – Fire Prevention:**
    - A.9 Fire Investigation Bureau:
      - a. The minimum requirement to bid a Fire Prevention Investigator position is the classification of Fire Lieutenant and a current State of Florida Fire Safety Inspector Certification. Adds “and National Association of Fire Investigator’s Certified and Explosion Investigator (NAFI).”
  - **Appendix B – Promotional Pay Step Calculations:**
    - Strikes “Effective upon ratification by both parties”
  - **Appendix C – Airport MOU: STATUS QUO**