

MEMORANDUM OF UNDERSTANDING
FIRE PROTECTION ENGINEER AFTER-HOURS/WEEKEND PLANS REVIEW
AND INSPECTIONS

This Memorandum of Understanding ("MOU") is entered into this 6th day of December 2022 between the City of Miami ("City") and AFSCME, AFL-CIO, Local 1907 ("Local 1907") (jointly "the Parties") to add the below terms and conditions of employment not explicitly mentioned in the 2020-2023 Collective Bargaining Agreement ("CBA").

WHEREAS, the Department of Fire-Rescue ("Department"), having the goal of improving service delivery to residents and developers, hired Fire Protection Engineers to perform duties associated with fire prevention and life safety services;

WHEREAS, the Department wishes to continue to improve and expedite service delivery to residents/developers in the plans review of construction documents and building inspections outside normal hours of operation in exchange for after-hour/weekend review and inspection fees, paid by the entity or resident requesting the after-hour/weekend review/inspection ("after-hour work");

WHEREAS, Section 19-2 of the City of Miami Code of Ordinances, subsection (h), permits residents to request after-hour work in exchange for a fee of \$416.00 for up to four (4) hours of work and \$104 for every hour, per hour, after the four hours has expired;

WHEREAS, the 2020-2023 CBA for Local 1907 is silent as to how after-hour work may affect the terms and conditions of employment of Local 1907's members in the Fire Protection Engineer classification within the Fire Prevention Bureau Division of the Department of Fire-Rescue;

WHEREAS, because the CBA is silent, the parties agree to enter this MOU laying out the terms and conditions of employment associated with after-hour work;

THEREFORE, the parties agree as follows:

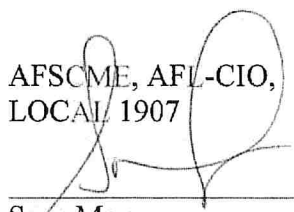
1. Only the Department of Fire-Rescue Director or his/her designee may approve the ability for a plan review/, inspection, or any other code enforcement assignment, including special events to be conducted by Fire Protection Engineers outside of business hours, including weekends.
2. All after-hour work will be completely voluntary, and no employee will be forced to accept after-hour work. However, the Department of Fire-Rescue Director or his/her designee may order the employee to work after hours at any time due to an exigent circumstance. No after-hour work will be conducted on City-designated holidays unless approved by the Department of Fire-Rescue Director or his/her designee
3. A Fire Protection Engineer who accepts after-hour work will be compensated four-hundred-dollars-and-zero-cents (\$400.00) for hours one through four. Any hours worked continuously beyond the first four hours will be paid at one-hundred-dollars-and-zero-cents (\$100) per hour worked.

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4. All employees who accept after-hour work will be required to document their "sign in" and "sign out" time in a method approved by the Department.
5. Assignment of after-hour work will be determined based on least number of After-Hours worked unless the Fire Department, as determined by the Fire Marshal, is required to select an inspector with higher qualifications to complete the after-hour task.
6. An employee will not be eligible to work after hours if the employee is out on sick leave, vacation leave, FMLA, or any other paid/unpaid leave on the same day of the after-hour work request. An employee will be deemed unavailable for after-hour work if that employee is serving a suspension
7. Any employee conducting after-hour work must utilize his/her City vehicle (if assigned) and must wear his/her City uniform (if assigned) during the after-hour work.
8. The Parties agree that this MOU only applies to the classification of Fire Protection Engineer, but will also apply in the event that additional classifications are added in the Fire Protection Engineer classification family after the execution of this MOU upon mutual agreement of the parties.

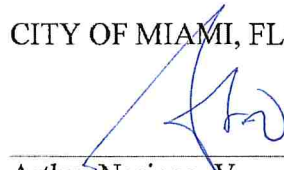
DATED this 30 day of November, 2022.

AFSCME, AFL-CIO,
LOCAL 1907


Sean Moy
President,

11-30-22
Date

CITY OF MIAMI, FLORIDA


Arthur Noriega, V.
City Manager

12/6/22
Date