

## Relieved of Duty

For Administrative investigations of serious misconduct (e.g. altercations, stealing, falsifying reports, insubordination in an emergency scene or sexual harassment/contact) or when the employee has been arrested for or charged with the commission of a serious criminal offense and the employee is on a 24-hour shift basis, then the following will apply:

1. The employee(s) may be placed on a "Relieved of Duty" status with pay on a five (5) day, 40-hour work week for a period of time not to exceed two (2) tours of duty or nine (9) calendar days whichever is less, for a 24-hour shift employee after being placed on a 40-hour "Relieved of Duty" status.
2. After such time, the employee if not previously returned to full duty status will:
  - a. Be returned to full duty status on the third tour, or;
  - b. Be kept on a "Relieved of Duty" status on a 24-hour shift basis in cases of serious misconduct for a reasonable period of time and in cases of serious criminal offenses until the conclusion of criminal proceedings.
  - c. 40-hour personnel "Relieved of Duty" will retain their work schedule.
3. At the conclusion of the Administrative investigation, if one or more employee(s) have been cleared of conduct that would have resulted in discipline for the alleged offense giving rise to the investigation, the employee(s) will be made whole for benefits lost while on the "Relieved of Duty" status when applicable:
  - a. Premium time subject to Article 23 (Holiday/Vacation/Sick Time) of the current Labor Agreement.
  - b. An employee scheduled to work an off duty event while on a "Relieved of Duty" status will be scheduled for the next unassigned off duty event and will retain their original position on the off duty call up roster.
4. Employee(s) on a "Relieved of Duty" status will follow the instructions as outlined in the "Relieved of Duty" letter. Employee(s) needed for administrative purposes not during these hours will be subject to Article 21 (Call Back Pay) of the current Labor Agreement. The "Relieved of Duty" letter shall provide as follows:
  - a. The employee will call the Office of the Personnel Officer of the Chief of Management Services for Fire Central every day at 0800 hours and 1300 hours, Monday through Friday while on a 40-hour "Relieved of Duty" status. If the employee remains "Relieved of Duty" on a 24-

hour shift basis then the employee will call the Office of the Personnel Officer or the Chief of Management Services or Fire Central at 0800 hours and 1700 hours on his/her duty days.

b. An employee who leaves his/her residence any time during his/her duty day will notify the Office of the Personnel Officer or the chief of Management Services or Fire Central (except for those on 40-hour "Relieved of Duty" status who need not call between 1200 and 1300 hours).

c. The employee will have a lunch hour between 1200 and 1300 hours. At that time the employee will be free to leave his/her residence. This applies only to employees who are on a 40-hour "Relieved of Duty" status.

d. The employee will be carried E, V, W or I time when appropriate for time he/she is not at his/her residence on a duty day if permission is granted prior to the time absent.

e. Personnel are to surrender their cap, badge and I.D. card when "Relieved of Duty".

f. Employees who fail to comply with any of the above, will be carried "W" for the period of noncompliance.

5. If a scheduled "R" day occurs during the time the employee is "Relieved of Duty" with pay, the "R" day missed will be taken on the first tour that the employee returns to an on-duty status.
6. All scheduled leave time that occurs during the 40-hour "Relieved of Duty" status may be canceled at the discretion of the Fire Chief. All such canceled leave will be paid for or such time will be rescheduled within three (3) tours of the employee(s)'s return to a 24-hour shift, or for 40-hour personnel, after the initial nine (9) day "Relieved of Duty" time period. Rescheduling must be agreeable by both parties.

[approved April, 1992]

## MEMORANDUM OF UNDERSTANDING

IAFF #3-89

The City of Miami and I.A.F.F. Local 587 hereby agree to the following:

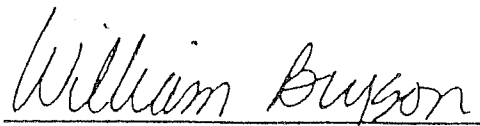
For Administrative Investigations of serious misconduct (e.g. altercations, stealing, falsifying reports, insubordination in an emergency scene or sexual harassment/contact) or when the employee has been arrested for or charged with the commission of a serious criminal offense and the employee is on a 24-hour shift basis, then the following will apply:

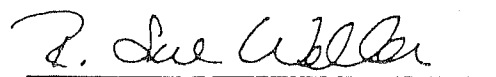
1. The employee(s) may be placed on a "Relieved of Duty" status with pay on a five (5) day, 40-hour work week for a period of time not to exceed (2) two tours of duty or nine (9) calendar days whichever is less, for a 24-hour shift employee after being placed on a 40-hour "Relieved of Duty" status.
2. After such time, the employee if not previously returned to full duty status will:
  - a. Be returned to full duty status on the third tour or;
  - b. Be kept on a "Relieved of Duty" status on a 24-hour shift basis in cases of serious misconduct for a reasonable period of time and in cases of serious criminal offenses until the conclusion of criminal proceedings.
  - c. 40-hour personnel "Relieved of Duty" will retain their work schedule.
3. At the conclusion of the Administrative Investigation, if one or more employee(s) have been cleared of conduct that would have resulted in discipline for the alleged offense giving rise to the investigation, the employee(s) will be made whole for benefits lost while on the "Relieved of Duty" status when applicable:
  - a. Premium time subject to Article 23 (Holiday/Vacation/Sick Time) of the current Labor Agreement.
  - b. An employee scheduled to work an off duty event while on a "Relieved on Duty" status will be scheduled for the next unassigned off duty event and will retain their original position on the off duty call up roster.
4. Employee(s) on a "Relieved of Duty" status will follow the instructions as outlined in the "Relieved of Duty" letter. Employee(s) needed for administrative purposes not during these hours will be subject to Article 21 (Call Back Pay) of the current Labor Agreement. The "Relieved of Duty" letter shall provide as follows:

- a. The employee will call the Office of the Personnel Officer or the Chief of Management Services or Fire Central everyday at 0800 hours and 1300 hours, Monday through Friday while on a 40-hour "Relieved of Duty" status. If the employee remains "Relieved of Duty" on a 24-hour shift basis then the employee will call the Office of the Personnel Officer or the Chief of Management Services or Fire Central at 0800 hours and 1700 hours on his/her duty days.
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  - c. The employee will have a lunch hour between 1200 and 1300 hours. At that time the employee will be free to leave his/her residence. This applies only to employees who are on a 40-hour "Relieved of Duty" status.
  - d. The employee will be carried E,V,W, or I time when appropriate for time he/she is not at his/her residence on a duty day if permission is given prior to the time absent.
  - e. Personnel are to surrender their cap, badge and I.D. card when "Relieved of Duty".
  - f. Employees who fail to comply with any of the above, will be carried "W" for the period of noncompliance.
5. If a scheduled "R" day occurs during the time the employee is "Relieved of Duty" with pay, the "R" day missed will be taken on the first tour that the employee returns to an on-duty status.
  6. All scheduled leave time that occurs during the 40-hour "Relieved of Duty" status may be cancelled at the discretion of the Fire Chief. All such cancelled leave will be paid for or such time will be rescheduled within (3) three tours of the employee(s) return to a 24-hour shift, or for 40-hour personnel, after the initial nine (9) day "Relieved of Duty" time period. Rescheduling must be agreeable by both parties.

FOR I.A.F.F. LOCAL #587

ON THE PART OF THE  
CITY OF MIAMI  
MIAMI, FLORIDA

  
William Bryson  
President

  
R. Sue Weller  
Labor Relations Officer

DATE: 4-7-92