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LABOR AGREEMENT

BY AND BETWEEN

THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

NASSAU COUNTY FIRE-RESCUE PROFESSIONALS

LOCAL UNION #3101 INTERNATIONAL

ASSOCIATION OF FIREFIGHTERS

AFL-CIO

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A CERTIFIED TRUE COPY

*J. Green* Clerk, by *J. Bradley, D.C.*

County Clerk, Nassau County Board of County Commissioners,  
Nassau County, Florida

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PAY SCALE FOR 93-94  
PAY SCALE FOR 94-95

## AGREEMENT

This agreement, as amended, is entered into as of 10-1-94 between Nassau County, hereinafter referred to as the employer, and the International Association of Firefighters Local #3101, hereinafter referred to as the Union. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties working hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth terms and conditions of employment. There are, and shall, be no individual arrangements or agreements covering any part or all of this agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of the Agreement. It is mutually understood and declared to be harmonious and cooperative relationships between the employer and its employees and to protect the public by assuring at all times the orderly and uninterrupted operations and function of the Nassau County Fire and Rescue System. The use in this agreement of the designation "He" in referring to a Bargaining unit employee shall mean "He" or "She" whenever used. It is understood that the employer is engaged in furnishing essential public services which virtually effect the general well-being of the public, and both parties hereto recognize the need of continuous and reliable services to the public.

## ARTICLE 1

### UNION RECOGNITION

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for Nassau County Fire Rescue Professionals. These shall include Captain, Lieutenant, Firefighter/EMT, Firefighter/Paramedic, Paramedic, EMT and Fire Safety Inspector.

1.2 Management will not engage in any activities resulting in Employee lock-outs.

## ARTICLE 2

### DUES CHECK OFF

2.1 The Employer agrees to deduct, bi-weekly, dues and assessments in an amount certified to be current by the treasurer of the local union, from the pay of the Employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the treasurer of the Union within ten (10) days following the payday in which the deduction is made.

2.2 No deduction shall be made from the pay of an employee for any payroll period in which the Employee's net earnings for any payroll period are less than the amount of dues to be checked off.

2.3 An employee may revoke his authorization for deduction of dues provided the Employee gives thirty (30) days written notice to the Employer and the Union. Upon receipt of such notification, the Employer shall terminate dues on the pay date immediately following the expiration of the thirty (30) day notice period.

Net earnings shall mean net after required deduction of Federal Taxes, social security, pensions, credit union and any health, dental or life insurance.

## ARTICLE 3

### UNION ACTIVITY

3.1 There shall be no discrimination, interference, restraints, or coercion by Employer against any Employee for his activity on behalf of the Union. On-duty personnel shall be allowed to attend Union activities, if said activities are in their first

response territory and approved by the Director or his designee. Said personnel shall remain in service and able to respond. In accordance with Chapter 447, Florida Statutes, Employees shall have the right to form, join and participate in, or refrain from joining or participating in any Employee organization of their own choosing.

3.2 Officers (President, VP, Secretary/Treasurer) elected or appointed to represent the Union shall be granted annual leave time off to perform their Union functions including, attendance at regular and special meetings, and activities related to the grievance procedures without loss of pay. Officers with forty eight (48) hours advance notice to the Director may use annual leave or swap time to attend Union Conventions, Seminars or Conferences.

3.3 Three (3) members of the Union Negotiations Team shall be allowed time off with administrative leave, which shall be mutually set by the Employer and the Union for contract negotiations.

3.4 The Employer will provide bulletin board space, to be used by the Union. It shall be within view of, or in the main living area of, each Fire and Rescue Station.

3.5 The Union will furnish the paper and will furnish the personnel to utilize the DPS copying machine to make copies of the Agreement for each Employee in the Union. All new Employees shall be given a copy of this Agreement.

3.6 The Union shall be responsible to furnish a copy of the current rules and regulations during the first week of employment until adequate office personnel are staffed.

#### ARTICLE 4

##### EMPLOYEE STATUS

4.1 DPS Management shall provide by written notice, the name, job title, company, station and effective date of any actions affecting Employees as follows:

- A. Appointment of new employees
- b. Promotions
- c. Transfers

4.2 DPS Management shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Union.

4.3 DPS Management shall maintain a catalogue of mutually agreed upon job descriptions of Employees.

4.4 The parties to this Agreement agree not to discriminate against any Employee because of race, color, creed, sex, nationality, marital status, or sexual orientation.

4.5 All Fire/Rescue probationary employees assigned to the Fire/Rescue Division shall be required to work two (2) twenty four hour orientation shifts on either A, B, C shifts. An evaluation shall be performed after this period with the shift Lt/Captain. If deemed necessary, the probationary employee shall be placed back on orientation by the Assistant Director.

#### ARTICLE 5

##### RULES AND REGULATIONS

5.1 All Fire/Rescue Rules and Regulations and SOP's when approved by the Union and the Director shall be a formal part of this Agreement.

#### ARTICLE 6

##### TECHNOLOGICAL CHANGE

6.1 Prior to implementation of substantial technological changes affecting Employees, DES Management shall provide In-Service training and furnish the Union with full information of the planned change or changes.

#### ARTICLE 7

##### PREVAILING RIGHTS

7.1 All rights, privileges and working conditions enjoyed by the Employees at the present time which are not included in this Agreement and known to DPS Management and Employees shall remain in full force unchanged and unaffected in any manner, during the terms of this Agreement unless changed by mutual consent. Rights, privileges and working conditions does not include personnel policies.

#### ARTICLE 8

##### DEFINITION OF SENIORITY

8.1 Seniority shall be determined by continuous service (in the Fire/Rescue Department) calculated from the date of hire, after one (1) year probationary period, at which time shall be retroactive to date of hire. Continuous service shall be broken only by resignation, discharge, or retirement. Employees with

the same employment date shall be assigned to the seniority list in alphabetical order (last name, first name, MI).

8.2 Officers with the same promotional date will be assigned to the Officers Seniority List by the County (Fire/Rescue) date of hire. If the date of hire is the same also, the Officer will be assigned by alphabetical order (Last Name, First Name, Middle Name).

## ARTICLE 9

### LABOR-MANAGEMENT COMMITTEE

9.1 There shall be a Labor Management Committee consisting of two (2) Union Representatives and two (2) Employer representatives. The Committee shall meet on the request of either party to discuss all matters of mutual concern within a reasonable notice. (Five calendar days excluding weekends & holidays) The Committee shall have the authority to make recommendations to the Union or the Employer.

## ARTICLE 10

### PERSONNEL REDUCTION

10.1 In case of personnel reduction the Employee with the least seniority and the least qualifications by order of need, shall be laid-off first. For purposes of a recall, Employees shall be returned to their former position in the inverse order of the lay-off. Seniority is defined in Article 8. The Employer shall not contract out work if there are employees at work or on lay-off who can perform the work in question.

## ARTICLE 11

### PROMOTIONS

11.1 The following procedures shall govern all promotions within the Fire/Rescue Division. A test will be given every two years or when the current list is depleted due to promotions, etc. Notification of testing will be posted three (3) months in advance of test. Eligible employees will notify management of their intention of taking promotional test two (2) weeks prior to the testing.

11.2 All examinations shall be impartial and shall relate to those matters which will test fairly the candidate to discharge the duties of the position to be filled. Eligibility for promotion to the positions of Lieutenant and Captain shall be based on:

A. Length of Service: = 1½ per year of employment - maximum

10%.

B. Written examination: 80% must be achieved to be considered as passing and to proceed to Oral examination.

C. Oral Examination - 10%

11.3 Examination material shall consist of S.O.P., Medical, Fire, Haz Mat, Union Contract, and Policy & Procedures. Text and reference materials that may be used for studying purposes will be available (Not Provided), at no cost to the employer, for three (3) months prior to the examination.

11.4 The oral interview shall be given by a three person panel (it shall remain the same throughout) consisting of persons agreed to by the Union and Director. Questions shall be in keeping with knowledge and requirements for the rank considered and shall be the same for each candidate. Oral interview shall be given within thirty (30) calendar days of the test.

11.5 Announcements for promotional examinations shall be posted in each Fire/Rescue Station three months (90 calendar days) prior to the closing date for applications. Applications received after the closing date will not be considered.

11.6 All applicants will be notified of their final score and their relative standing. The period of eligibility of the promotional list shall be for two years from the date of posting of final placement on promotional list.

11.7 Promotions shall be made from the first three (3) names for the first promotion, and one (1) additional name for each additional promotion from the promotional standing list. The employees not promoted may request the reason for not being promoted.

11.8 An Employee shall serve a probationary period of six (6) months. If, during that period, the Employee fails to perform satisfactorily the duties of the new position, he shall be permitted to return to position vacated without loss of seniority. A written evaluation will be performed at 3 and 6 months before ending of probation period.

11.9 To be eligible for taking the Lieutenant Promotional Test, Employee must be employed for a minimum of three (3) years, without a break in service. Minimum Qualifications; State Certified Firefighter/Paramedic.

11.10 To be eligible for taking the Captains Promotional Test, Employee must be an active Lieutenant with a minimum of Six (6) years in the department, without a break in service. Minimum Qualifications; Lieutenant, State Certified FireFighter/Paramedic

and not less than two years as a Lieutenant.

11.11 If promotion is made by lateral transfer from the Nassau County Fire Prevention Division, said employee shall have above qualifications and not less than one (1) year in the Fire/Rescue Division.

## ARTICLE 12

### TRANSFERS

12.1 In the event of a job opening due to promotion, transfer, resignation, demotion, retirement, or demise of an employee which should be filled by a lateral transfer, such transfers shall be made in accordance with the following provisions.

12.2 All positions for lateral transfer shall be made from an on going file of request for transfers. Transfer shall be made for the Station and/or shift. The request shall be made in writing and will be filed through the normal chain of command to the Assistant Director.

12.3 Requests shall be submitted on a "REQUEST FOR TRANSFER" form. Written requests for transfer shall be made to DES management anytime prior to two (2) weeks before position is vacated.

12.4 Employees can withdraw written transfer requests at any time up to two (2) weeks prior to vacated position. The Union will notify all stations of the last working day of employment.

12.5 In the event that more than one (1) employee submits a request for transfer for the position, the position shall be filled by the employee with the greatest seniority. No employee shall be penalized for not accepting a position.

12.6 In the event that no employee has requested a transfer for that position, the employer has the right to assign employees having the appropriate qualifications to the position for the betterment of the department. Transfers will not be made for punishment reasons.

12.7 Any employee that accepts a lateral transfer, shall hold that position for a six (6) month period, before being able to transfer again.

12.8 Probationary employees will not be allowed to request a transfer until off probation. This article references new hires only.

12.9 All newly created positions (due too Deparment growth) will be posted for thirty (30) days, allowing all employees the

oppurtunity to request a transfer.

## ARTICLE 13

### GRIEVANCE PROCEDURES

13.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of specific terms of the Agreement as provided in this Article.

13.2 For the purpose of this Agreement, a grievance is defined as a claim or complaint that an Employee or Group of Employees or Employer may have that the Employer or Employees has violated a provision of this Agreement.

13.3 Grievances may be taken up as soon as possible upon mutual agreement between management and union.

13.4 All Grievances proceeding to step two (2) must be reduced to writing and must contain the following information.

- A. The specific Article and Section of the Agreement alleged to have been violated by the Employer.
- B. Signature of the Grievant (or the signature of the Group, in the case of a group of Employees filing a single Grievance, or the signature of the President of the Union.) and date (s) signed.
- C. Designation of the specific Union Representative (Must be an elected officer or steward) if the Grievant requests Union Representation.

13.5 All Grievances shall be processed in accordance with the following order:

1. The Grievant shall orally present his Grievance to the Assistant Director within three (3) working days of the occurrence of the action giving rise to the Grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The Assistant Director should discuss and make an effort to resolve all Grievances with fairness and justice for both Grievant and the Employer. The Assistant Director shall orally communicate a decision to the Grievant within Three (3) working days from the date the Grievance was presented to him.

If the Employer does not respond within the prescribed limits, the Grievance shall be settled in favor of the Grievant.

2. The Grievant, within ten (10) working days of the action, from step one giving rise to the Grievance, shall present the Grievance in written form to the DPS Director requesting a hearing be scheduled with him/her within ten (10) working days of the request.

If the Employer does not respond within the prescribed limits, the Grievance shall be settled in favor of the Grievant.

3. At this hearing the Employee may be accompanied by Union Representatives and present witnesses or written statements on his behalf. Following this hearing within ten (10) working days, the DPS Director shall submit his written answer to the Grievant with a copy to the Union.

If the Employer does not respond within the prescribed limits, the Grievance shall be settled in favor of the Grievant.

4. If a Grievance as defined in this Article, has not been satisfactorily resolved within the Grievance procedure, the Union may request arbitration in writing to the EMS Director no later than five (5) working days after the response as received in step 3 as above.

If the Employer does not respond within the prescribed limits, the Grievance shall be settled in favor of the Grievant.

5. An impartial Arbitrator shall be selected from a panel of Local Arbitrators by the Federal Mediation and Conciliation Service upon the request of either party. The parties shall, within five (5) working days of receipt of the panel, make a selection of an Arbitrator. In the event the parties cannot agree, during Arbitration, the Federal Mediation Conciliation Service shall render a decision within thirty (30) working days after the case has been heard. The decision of the Arbitrators will be final and binding upon both parties.

13.6 The term "work days" as used only in this Article includes Monday through Friday of each work week regardless of the Grievance's work week. Saturdays, Sundays and Holidays as set forth in this Agreement shall not be considered work days. For this Article only.

13.7 The Arbitrator's expenses and compensation shall be borne equally by both parties, except that either party that desires a written transcript will be responsible for the cost of same.

13.8 The Union will not be required to process Grievances for Non-Union Members, but may be invited to attend any meetings where the Resolution of the Grievance may occur at the Employee's discretion.

13.9 The Arbitrator will decide all issues before him, including the issue of Arbitrarily, should it arise.

#### ARTICLE 14

##### WORKMAN COMPENSATION

14.1 Any Fire-Rescue Division Employee covered by this Agreement who sustains a temporary disability as a result of an injury arising out of employment by the public, Employer shall, upon presentment of a doctor's certificate, in addition to compensation payable pursuant to the worker's compensation law of the State of Florida, be entitled to the following benefit:

- A. During the first sixty (60) working days of such disability, said Employee shall receive pay based upon one hundred percent, (100%) of regular straight-time wages reduced by the Worker's Compensation Indemnity payable.
- B. Thereafter, the DPS Director, with a concurring medical opinion, may, at his sole discretion, grant additional injury-in-the-line-of duty leave in increments of thirty (30) working days. During such extension, if any said Employees shall receive supplemental pay based upon one hundred percent (100%) of regular straight-time wages reduced by Worker's Compensation Indemnity payable.

CLAIMS: Any such Employee who has any claim for compensation under this section shall file a claim in the manner prescribed in Chapter 440, Florida Statutes, by the end of each month during which such absence has occurred. The appointing authority may approve such claims when it is satisfied that the claim correctly states the facts and that such claim is entitled to payment.

#### ARTICLE 15

##### JOB EVALUATION

15.1 A joint evaluation committee, composed of two (2) Union Representatives and two (2) Employer Representatives, shall

establish a job evaluation form which shall become part of this Agreement.

15.2 The Job Evaluation Committee Members shall be provided with all necessary documentation and information.

15.3 Disputes arising from a job evaluation shall be submitted to the Arbitration process. The Arbitrator shall be empowered to determine the appropriate job evaluation method and apply it.

ARTICLE 16

SALARY

16.1 The following is the present base salary range for the Nassau County Fire/Rescue Division.

16.2 All bargaining unit employees will move up in the current pay scale by the following times:

Firefighter:

Emergency Medical Technician:

F.F.-EMT:

Paramedic:

Grade	Years	Hourly	Yearly	Hourly	Yearly
A	0-1	\$6.54	\$18,024.24	\$7.44	\$20,504.64
B	1-3	6.85	18,878.60	7.75	21,359.00
C	3-6	7.20	19,843.20	8.10	22,373.60
D	6-12	7.59	20,918.04	8.49	23,398.44
E	12-18	8.00	22,048.00	8.90	24,528.40
F	18-25	8.44	23,260.64	9.34	25,741.04
G	25-	8.94	24,063.00	9.84	27,119.00

F.F.-Paramedic:

Lieutenant:

Grade	Years	Hourly	Yearly	Hourly	Yearly
A	0-1	\$8.35	\$23,012.60		
B	1-3	8.66	23,866.96		
C	3-6	9.01	24,831.56	\$9.33	\$25,713.48
D	6-12	9.40	25,906.40	9.72	26,788.32
E	12-18	9.81	27,036.36	10.13	27,918.28
F	18-25	10.25	28,249.00	10.57	29,130.92
G	25-	10.75	29,627.00	11.07	30,508.92

Captain:

Fire Inspector:

Grade	Years	Hourly	Yearly	Hourly	Yearly
A	0-1			\$11.06	23,000.00
B	1-3			11.39	23,691.20
C	3-6			11.74	24,419.20
D	6-12	\$10.03	\$27,642.68	12.09	25,147.20
E	12-18	10.44	28,772.64	12.45	25,896.00
F	18-25	10.88	29,985.28	12.82	26,665.60

G 25- 11.38 31,363.28 13.21 27,476.80

16.3 Employees will go to the next highest grade on their anniversary date of hire with the department of Fire-Rescue. Employee will have to pass a satisfactory job evaluation to move up on their anniversary date. The job evaluation will be agreed upon by both Labor and Management.

#### ARTICLE 17

##### HOURS

17.1 The twenty-four (24) hour shift shall commence at 0800 and continue through 0800 hours the following day.

17.2 The basic work period will consist of a fourteen (14) day cycle. The present schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall remain in effect for all Fire/Rescue Division Employees covered by this Agreement. Nothing in this Agreement shall be construed as a limitation of the number of hours to be worked per day, days per week, or for any other period of time.

17.3 Employees normally scheduled to work forty (40) hours per week during a seven day work week beginning on Monday and ending on Sunday. The one hour lunch break cannot be accumulated or saved for the purpose of leaving work early.

17.4 The basic work week will consist of a fourteen (14) day cycle. The present schedule of eight (8) hours a day with a one (1) hour lunch break, 5 days a week, shall remain in effect for all Fire Prevention Division employee(s).

17.5 Employees covered by this Agreement in the Fire/Rescue Division will be paid at the rate of one and one-half times their regular rate of pay for all hours worked in excess of their normally scheduled twenty-four (24) hour shift.

17.6 Employee(s) covered by this agreement in the Fire Prevention Division will be given compensatory time at the rate of time and a half for hours worked.

17.7 Should an Employee voluntarily switch with another Employee for the Employee's convenience, no overtime compensation will be payable and the hours the Employee worked as a substitute shall be excluded by the Employer in the calculation of the hours for which the Employee is entitled to overtime compensation.

17.8 Employee(s) of the Fire Prevention Division earning compensatory time shall have no more than two (2) compensatory days off at one time without permission from the Director or his

designee.

17.9 Overtime hours may be distributed among the Employees of the bargaining unit by a rotating list. For the purpose of future assignments of over-time work, if Employee is scheduled for over-time or turns it down, he/she will be treated as if they worked and will go to the end of the list.

17.10 EXCEPTION: Where Fire Certified Personnel are required, overtime shall be pulled from a list that only includes those personnel who are under "Special Risk" insurance and retirement and the person must be State of Florida Fire Certified.

## ARTICLE 18

### ANNUAL, PERSONAL, BONUS LEAVE

18.1 All regular full-time Fire/Rescue Division Employees who have been continuously employed for the following periods and who have either worked or been on paid leave, or on the payroll for injury shall accrue annual leave with pay as follows:

#### LENGTH OF CONTINUOUS SERVICE

0-4 years	= 12 hours per month
5-14 years	= 14 hours per month
15-19 years	= 20 hours per month
20-plus years	= 25 hours per month

18.2 Employee(s) of the Fire prevention Division shall accrue annual leave as follows:

Years	Days accrued annually
0-4	10
5-14	15
15-19	20
20-plus	25

18.3 Employee(s) of the Fire Prevention Division shall receive eight (8) hours of personal leave each fiscal year. Such time cannot be saved after end of each fiscal year.

18.4 For the purpose of this Article, (Fire/Rescue Division) a day is twenty-four (24) hours.

18.5 By written consent of any Employee covered under this Agreement, annual leave time or sick leave time may be donated to a fellow Employee under the terms and conditions outlined below:

- A. That the recipient through accident or illness shall have exhausted all time in his annual leave account

- and sick leave account.
- B. That all time donated will be posted to the fellow Employee's leave account.
  - C. That this section shall not be subject to the Grievance procedure or Arbitration procedure of this Agreement.

18.6 Up to three people may be off on vacation per shift per day (including Captains) unless management allows more. During September of each year, the Shift Supervisor will circulate a master vacation request form for the following year. The most senior Employee will have first choice for one period which may equal any amount of his accrued vacation. Once he has picked a period, the next most Senior Employee will choose, and so on. Any Employee not choosing his entire accrued amount may take it at any time in the next year, at any amount, with proper notice, provided there are openings, and/or management agrees.

18.7 Any Employee who is separated from the County (resignation, retirement, death, or medical discharge) shall be compensated for all unused Annual, Bonus and Personal leave in employees account, at the time of separation and/or next pay period with proper notice. In the event that such separation is caused by death, the employees Beneficiary shall receive said compensation.

#### ARTICLE 19

##### HOLIDAY LEAVE AND PAY

19.1 The following are Holidays under this Agreement:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Martin Luther's B-Day	Third Monday in January
Good Friday	Fourth Friday in April
Veteran's Day	November 11
Thanksgiving Day	Fourth Thurs in November
Day After Thanksgiving	Day After Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
One Personal Holiday	Per Fiscal year
Two Bonus Day	Per Six (6) months with out using Sick leave

19.2 Holiday leave pay will be in accordance with established personnel policies and procedures.

#### ARTICLE 20

##### SEPARABILITY

20.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforced by any court of competent jurisdiction, such holding shall apply only to the Article, Section or portion thereof specified in the Court's decision. All other Articles, portions or Sections not so invalidated shall remain in full force and effect. The parties will meet to renegotiate the affected Article, Section or Portion specified in the court's decision.

#### ARTICLE 21

##### COURT LEAVE

21.1 The employer shall grant Administrative leave with pay and mileage to any employee for the time and period he is required to appear before a Court, Judge, Justice, Magistrate, or Coroner as a Plaintiff, Defendant, or Witness (for any actions related to DES Duties) and any Jury duty with no mileage.

#### ARTICLE 22

##### DISCIPLINE AND DISCHARGE

22.1 No Employee shall be disciplined or discharged without just cause.

22.2 A hearing shall be held to investigate the charges prior to the imposition of discipline or discharge in accordance with the Firefighter's Bill of Rights.

22.3 The Employee and Union shall be entitled to a copy of the transcript from the hearing at no cost.

22.4 Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

#### ARTICLE 23

##### BEREAVEMENT LEAVE

23.1 All permanent Fire/Rescue Division Employees will be granted administrative leave with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall be at least twenty-four (24) hours and shall not be charged to Annual, Sick, Personal, or Bonus leave. Requests for time off shall be submitted in writing to the Employee's Supervisor. The Director may approve longer hours if travel or other problems deem it necessary. The Employee's immediate family is defined as the Employee's spouse, children of both the Employee and the spouse, mother, father, mother-in-law, father-in-law, brother, sister, step children, step parents,

grandparent, or grandchildren of the individual or other close relatives who reside permanently with the Employee.

23.2 All full time Fire Prevention Division employee(s) will be granted administrative leave with pay to attend funeral services in the event of death(s) in the immediate family. Such time off shall be at least twenty-four (24) hours, 3 work days, and shall not be charged to Annual, Sick, Personal, or Bonus leave accounts. Request shall be made to the director or his designee. Other provisions in 23.1 will also apply.

23.3 All permanent Fire/Rescue Employees will be granted eight (8) hours administrative leave with pay to attend funeral services of other family members not mentioned above. (i.e. aunts, uncles, cousins) Requests for time off shall be submitted in writing to the Employee's Supervisor. The Director may approve longer hours if travel or other problems deem it necessary.

23.4 All full time Fire Prevention Division employee(s) shall be granted eight (8) hours, one (1) work day, of administrative leave with pay to attend funeral services of other family members outlined in article 23.3. Request shall be made to the Director or his designee.

## ARTICLE 24

### OVERTIME

24.1 In the event that a need for overtime occurs in the Fire/Rescue Division, overtime may accrue to members of the bargaining unit at the discretion of the Director and shall be voluntary. The Employee shall be paid at a rate of one and one-half of his normal rate of pay for all hours in excess of his regular scheduled fifty-three (53) hour work week. All over-time shall be distributed and rotated equally. The Employer agrees to maintain a log to show the time of call and the response from each Employee called as to whether it was accepted, refused, no answer, on duty, or on vacation. When over-time is worked, it will be paid in the fourteen (14) day Garcia cycle.

24.2 There shall be a sperate list for positions that require Fire Certification. Only those Employees qualified and that fall under the special risk retirement and insurance.

24.3 In the event that an employee refuses said overtime after three (3) consecutive offers within a three month period, the employee will be removed from the overtime list for a period of three (3) consecutive months.

24.4 No employee will be penalized if no answer at home, on leave, or on duty.

24.5 No employee on probation will be offered overtime, from the date of hire until three (3) months after date of hire.

24.6 During the event that an employee calls in sick after 2000 hours prior to their assigned duty work day, overtime will be offered to the personnel of said employees station first, then to personnel at the nearest to the farthest outlying stations on duty. If no employee that is on duty accepts the overtime, then the rotating list will be used. If no Fire-Rescue Division employee accepts the overtime, the personnel on duty will not be released from work until manning is available.

#### ARTICLE 25

##### LONGEVITY PAY

25.1 The Employer agrees to the following longevity pay which shall be added to the annual salary and wages of each Employee.

25.2 Longevity pay will be in accordance with the current polices and procedures.

#### ARTICLE 26

##### UNIFORM ALLOWANCE

26.1 All uniforms required of Employees in the performance of their duties shall be furnished, without cost to the Employee, by the Employer.

26.2 Uniforms will only be worn on duty and up to one (1) hour before and after employee reports or leaves duty. No Uniform or parts of uniforms will be worn for personal use without permission of the Director.

26.3 The Employer shall provide each new employee with the following uniform items at the time of employment and will replace on an as needed basis:

- 4 Dress Shirts
- 4 Uniform T Shirts
- 1 Black Belt
- 1 Pair Black Safety Shoes
- 1 Name Tag
- 4 Trousers
- 1 Jacket with Liner
- 1 Black Tie
- 2 Sets of Officer Insignias (at time of promotion)
- 1 wind breaker
- 1 department insignia cap

The employee shall maintain Uniforms in a neat condition at all

times.

26.4 All Fire/Rescue Division Employees will be issued Bunker Gear; Coat, Nomex hood, Pants, Gloves, Helmet and Boots.

#### ARTICLE 27

##### TUITION REIMBURSEMENT

27.1 At the discretion of the Director of DPS, Employees may be reimbursed for any costs incurred for books, fees and tuition, upon successful completion of courses related to Fire/Rescue and for all courses necessary for completing any degree program required for recertification or those which are required by the Department or approved by the Department. The Employee shall maintain a "C" or better average to receive tuition reimbursement.

27.2 The employer shall pay for tuition cost for all recertification classes that are necessary for employment. If there are tuition costs required for recertification, recertification classes shall be approved the Director.

#### ARTICLE 28

##### FOOD ALLOWANCE AND PARKING

28.1 The Employer shall provide without cost to Employees, adequate parking spaces adjacent to all Department Facilities, with adequate lighting.

28.2 All County owned stations that house full-time Employees shall be equipped with at least a 19" color television set, a VCR for training films, a microwave, refrigerator freezer, a stove with an oven.

#### ARTICLE 29

##### RESIDENCE

29.1 No Fire/Rescue employee shall be required to reside inside the boundaries of Nassau County.

#### ARTICLE 30

##### SICK LEAVE

30.1 Sick leave as outlined in current County policies and procedures.

30.2 Any Fire/Rescue Division employee that is employed full time with the Nassau County Fire/Rescue Division shall receive

twelve (12) hours of sick leave per pay period or twenty four (24) hours per month.

30.3 Any Fire Prevention employee(s) that is employed full time with the Fire/Rescue Division shall receive four (4) hours of sick leave per pay period or eight (8) hours a month.

30.4 Any Fire/Rescue Division employee that does not use sick leave for a period of six (6) consecutive months shall receive forty-eight (48) hours of bonus leave. Said time cannot accumulate or be saved over a six (6) month period.

30.5 Any Fire Prevention employee(s) that does not use sick leave for a period of six (6) consecutive month shall receive sixteen (16) hours, two (2) work days, of bonus leave. Said time cannot accumulate or be saved over a six (6) month period.

#### ARTICLE 31

##### INSURANCE AND PENSION

31.1 The Employer agr all eligible Employees covered under this Agreement, at no cost to the Employee.

31.2 An Employee shall be provided a group life insurance program which will consist of coverage at a minimum of \$10,000.00, at no cost to the Employer.

31.3 The State Retirement Plan shall remain as it is when the contract goes into effect.

#### ARTICLE 32

##### RELIEF FOR FIRE AND MEDICAL PERSONNEL

32.1 It shall be the policy of the Management to try to provide relief at any alarm which exceeds four (4) hours and at any other alarm which, because of its nature or because of extreme weather conditions, dictates such relief. Relief period shall not exceed two (2) hours and is to be used for personal needs and to prepare equipment for response to subsequent alarms.

32.2 The Employer agrees that a Rescue Unit with trained medical personnel and advanced life support equipment shall be present at the scene of all major fires or emergencies excluding nuisance fires.

#### ARTICLE 33

##### SANITATION, MAINTENANCE AND UPKEEP

33.1 The Employer agrees to supply and make available materials

required in the day-to-day maintenance and upkeep of all Fire/Rescue houses. The Employer, furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all Fire/Rescue Houses. Employees shall not waste or abuse provided supplies.

33.2 This shall include compliance with SOP's concerning sanitation/decontamination.

#### ARTICLE 34

##### SUCCESSORS

34.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

#### ARTICLE 35

##### SAFETY AND HEALTH

35.1 The Employer shall offer each employee a Base line physical on their Birth Month and there after every two (2) years. An annual examination on the other year at no cost to the employee. The below list shall serve as a minimum guide, any other test will be at the discretion of the examining physician and with approval of the Director.

1. Blood Tests
2. Urine Specimens
3. Hearing Tests
4. Sight Tests
5. 12 Lead EKG
  - A. If over 40 years of age a 12 lead EKG under stress
6. Chest X-ray
7. HIV (at the request of the employee)
8. TB

35.2 The County Medical Doctor will have the responsibility to decide the types of blood and urine tests along with other tests if deemed necessary.

35.3 The employer shall provide at no cost to the employee the Hepta-vax series, or any other vaccinations with the Health Departments recommendations and upon the request of the employer.

#### ARTICLE 36

## GENDER

36.1 Whenever a male gender is used in this Agreement it shall be construed to include male and female Employees unless biologically infeasible.

## ARTICLE 37

### APPENDICES AND AMENDMENTS

37.1 Appendices and Amendments of this Agreement shall be numbered or lettered, dated and signed by the reasonable parties and shall be subject to all provisions of this Agreement.

## ARTICLE 38

### TRANSFER PAY

38.1 Any Fire/Rescue Division employee that is transferred, be for any reason to another station, other than their regular duty station, will be paid a flat rate of seven dollars (\$7.00) per transfer, no matter when notified.

## ARTICLE 39

### MANAGEMENT RIGHTS

39.1 The County and Union agree and intend that the County retains the powers granted under F.S.A. Sec. 447.209, unless such powers or prerogatives are consciously, knowingly, deliberately, specifically, expressly and unambiguously surrendered by the county in this Agreement. Such powers or prerogatives of the County are, but are not limited to:

- (a) to manage the Fire/Rescue Department and exercise control and discretion over the organization of the Department and the operations thereof;
- (b) to determine the purpose and functions of the Department and its constituent divisions and to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities;
- (c) to determine, formulate, adopt, publish, modify, enforce and implement such policies, programs, standards, rules and regulations as are deemed by the County to be necessary for the operation or improvement of the Fire/Rescue Department. The County shall furnish a copy of all changes to the Union. The preceding shall not be in conflict with this Agreement;

- (d) to set methods and means of operations, and standards of service to be offered by the Fire/Rescue Department;
- (e) to decide the number, location, design and maintenance of the Department's fire stations, facilities, supplies and equipment;
- (f) to determine the qualifications of all employees; to select, examine, hire, classify, train, layoff, assign, schedule, transfer, retain, direct, and manage all employees; and to establish, disestablish or modify the number, types, grades, and classifications of positions or employees in the department.
- (g) to maintain discipline of employees for proper cause, including the right to make rules and regulations not in conflict with this Agreement;
- (h) to discharge, demote, suspend or discipline employees for proper cause, provided the provisions of this Agreement are observed.
- (i) to increase, reduce, or change the composition and size of the work force; and
- (j) to establish, delete or change the job duties, task responsibilities or job requirements of employees.
- (k) to determine the starting and quitting time and the number of hours and shift to be worked including the need for overtime work, subject only to the contrary provisions in this agreement.

39.2 It is expressly understood by the parties to this Agreement that the County shall not be deemed to have waived or modified any of the powers or prerogatives reserved by the County under this Article by not exercising said powers or prerogatives either on a particular matter or in a particular manner.

39.3 It is expressly understood by the County and the Union that the Union shall not be deemed to have waived it's ability to negotiate over the impact of any changes to terms of employment or to working conditions resulting from the County exercising it's rights under this Article.

#### ARTICLE 40

##### PAY ROLL DEDUCTION

40.1 The employer agrees to payroll deduct, each pay period, any set amount the employee desires, to the Jacksonville Fireman Credit Union with no cost of programming the County computer to

payroll deduct, to the Union.

ARTICLE 41

ONE-MAN STRETCHERS

41.1 When a unit or stretcher is purchased, a one-man stretcher will be selected.

ARTICLE 42

DURATION OF AGREEMENT

42.1 This Agreement will be in full force and effect as of the day of 10-1-94 and shall remain in full force and effect until midnight of the twenty-third (23 rd) month. With renegotiating of wages on an annual basis from year to year.

42.2 Item or provision of this Agreement shall be a proper subject for negotiations during the term of this Agreement unless it is mutually agreed upon by the parties in writing to renegotiate such items in negotiations.

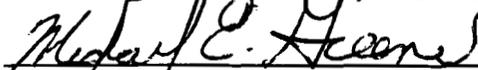
42.3 Monetary issues shall be retroactive to October 1, 1993 for the 1993 contract.

In witness whereof, the parties have made and executed this Agreement for the purposes stated herein.

MANAGEMENT

  
MICHAEL S. MULLIN, ATTORNEY

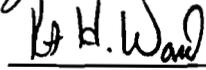
ARMON C. SEMMERALL, DIRECTOR

  
M. E. GREENE, ASSISTANT DIRECTOR

UNION

  
UNION PRESIDENT

  
UNION VICE-PRESIDENT

  
UNION SECRETARY

  
JOHN A. CRAWFORD  
CHAIRMAN, COUNTY COMMISSION

ATTEST:   
EX-OFFICIO CLERK

**NASSAU COUNTY FIRE/RESCUE**

**PAY SCALE 93-94**

**FIREFIGHTER & E.M.T.**

GRADE	YEARS	HOURLY	ANNUAL	FF/EMT & PARAMEDIC HOURLY	ANNUAL
A	0	\$6.7362	\$18,564.96	\$7.6632	\$21,119.77
B	1	\$7.0555	\$19,444.95	\$7.9825	\$21,999.77
C	3	\$7.416	\$20,438.49	\$8.343	\$22,993.30
D	6	\$7.8177	\$21,545.58	\$8.7447	\$24,100.39
E	12	\$8.24	\$22,709.44	\$9.167	\$25,264.25
F	18	\$8.6932	\$23,958.45	\$9.6202	\$26,513.27
G	25	\$9.2082	\$25,377.79	\$10.1352	\$27,932.61

**FF/PARAMEDIC**

GRADE	YEARS	HOURLY	ANNUAL	LIEUTENANT HOURLY	ANNUAL
A	0	\$8.6005	\$23,702.97		
B	1	\$8.9198	\$24,582.96		
C	3	\$9.2803	\$25,576.50	\$9.6099	\$26,484.88
D	6	\$9.682	\$26,683.59	\$10.0116	\$27,591.96
E	12	\$10.1043	\$27,847.45	\$10.4339	\$28,755.82
F	18	\$10.5575	\$29,096.47	\$10.8871	\$30,004.84
G	25	\$11.0725	\$30,515.81	\$11.4021	\$31,424.18

**CAPTAIN**

GRADE	YEARS	HOURLY	ANNUAL	FIRE INSPECTOR HOURLY	ANNUAL
A	0			\$11.3918	\$23,694.94
B	1			\$11.7317	\$24,401.93
C	3			\$12.0922	\$25,151.77
D	6	\$10.3309	\$28,471.96	\$12.4527	\$25,901.61
E	12	\$10.7532	\$29,635.81	\$12.8235	\$26,672.88
F	18	\$11.2064	\$30,884.83	\$13.2046	\$27,465.56
G	25	\$11.7214	\$32,304.17	\$13.6063	\$28,301.10

**NASSAU COUNTY FIRE/RESCUE**

**PAY SCALE 94-95**

**FIREFIGHTER & E.M.T.**

<u>GRADE</u>	<u>YEARS</u>	<u>HOURLY</u>	<u>ANNUAL</u>
A	0	\$6.93286	\$19,106.96
B	1	\$7.267165	\$20,028.30
C	3	\$7.6348	\$21,041.50
D	6	\$8.052231	\$22,191.94
E	12	\$8.4872	\$23,390.72
F	18	\$8.953996	\$24,677.21
G	25	\$9.48446	\$26,139.17

**FF/EMT & PARAMEDIC**

<u>HOURLY</u>	<u>ANNUAL</u>
\$7.893096	\$21,753.37
\$8.221975	\$22,659.76
\$8.59329	\$23,683.10
\$9.007041	\$24,823.40
\$9.44201	\$26,022.17
\$9.908806	\$27,308.66
\$10.439256	\$28,770.58

**FF/PARAMEDIC**

<u>GRADE</u>	<u>YEARS</u>	<u>HOURLY</u>	<u>ANNUAL</u>
A	0	\$8.858515	\$24,414.06
B	1	\$9.187394	\$25,320.45
C	3	\$9.558709	\$26,343.80
D	6	\$9.97246	\$27,484.09
E	12	\$10.407429	\$28,682.87
F	18	\$10.874225	\$29,969.36
G	25	\$11.404675	\$31,431.28

**LIEUTENANT**

<u>HOURLY</u>	<u>ANNUAL</u>
\$9.898197	\$27,279.43
\$10.311948	\$28,419.72
\$10.746917	\$29,618.50
\$11.213713	\$30,904.99
\$11.744163	\$32,366.91

**CAPTAIN**

<u>GRADE</u>	<u>YEARS</u>	<u>HOURLY</u>	<u>ANNUAL</u>
A	0		
B	1		
C	3		
D	6	\$10.640827	\$29,326.11
E	12	\$11.075796	\$30,524.89
F	18	\$11.542592	\$31,811.38
G	25	\$12.073042	\$33,274.34

**FIRE INSPECTOR**

<u>HOURLY</u>	<u>ANNUAL</u>
\$11.733554	\$24,405.79
\$12.083651	\$25,133.99
\$12.454966	\$25,906.32
\$12.826281	\$26,678.66
\$13.208205	\$27,473.06
\$13.600738	\$28,289.53
\$14.014489	\$29,150.13

\*\*\*\*\*

LABOR AGREEMENT  
BY AND BETWEEN  
THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
AND THE  
NASSAU COUNTY FIRE-RESCUE PROFESSIONALS  
LOCAL UNION #310 INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
AFL-CIO

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## AGREEMENT

THIS AGREEMENT, AS AMENDED, IS ENTERED INTO AS OF Nov. 19, 1990 BETWEEN NASSAU COUNTY, HEREINAFTER REFERRED TO AS THE EMPLOYER, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #3101, HEREINAFTER REFERRED TO AS THE UNION. IT IS THE INTENT AND PURPOSE OF THIS AGREEMENT TO ASSURE SOUND AND MUTUALLY BENEFICIAL WORKING AND ECONOMIC RELATIONSHIPS BETWEEN THE PARTIES HERETO, TO PROVIDE AN ORDERLY AND PEACEFUL MEANS OF RESOLVING ANY MISUNDERSTANDINGS OR DIFFERENCES WHICH MAY ARISE, AND TO SET FORTH TERMS AND CONDITIONS OF EMPLOYMENT. THERE ARE AND SHALL BE NO INDIVIDUAL ARRANGEMENTS OR AGREEMENTS COVERING ANY PART OR ALL OF THIS AGREEMENT CONTRARY TO THE TERMS HEREIN PROVIDED. EITHER PARTY HERETO SHALL BE ENTITLED TO REQUIRE SPECIFIC PERFORMANCE OF THE PROVISIONS OF THE AGREEMENT. IT IS MUTUALLY UNDERSTOOD AND DECLARED TO BE HARMONIOUS AND COOPERATIVE RELATIONSHIPS BETWEEN THE EMPLOYER AND ITS EMPLOYEES AND TO PROTECT THE PUBLIC BY ASSURING AT ALL TIMES THE ORDERLY AND UNINTERRUPTED OPERATIONS AND FUNCTIONS OF THE NASSAU COUNTY FIRE AND RESCUE SYSTEM. THE USE IN THIS AGREEMENT OF THE DESIGNATION "HE" IN REFERRING TO A BARGAINING UNIT EMPLOYEE SHALL MEAN "HE" OR "SHE" WHENEVER USED. IT IS UNDERSTOOD THAT THE EMPLOYER IS ENGAGED IN FURNISHING ESSENTIAL PUBLIC SERVICES WHICH VIRTUALLY EFFECT THE GENERAL WELL-BEING OF THE PUBLIC, AND BOTH PARTIES HERETO RECOGNIZE THE NEED OF CONTINUOUS AND RELIABLE SERVICES TO THE PUBLIC.

### ARTICLE 1

#### UNION RECOGNITION

1.1 THE EMPLOYER RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE FOR NASSAU COUNTY FIRE RESCUE PROFESSIONALS. THESE SHALL INCLUDE CAPTAIN, LIEUTENANT, PARAMEDIC/FIREFIGHTER, EMT/FIREFIGHTER, PARAMEDIC AND EMT.

1.2 MANAGEMENT WILL NOT ENGAGE IN ANY ACTIVITIES RESULTING IN EMPLOYEE LOCK-OUTS.

### ARTICLE 2

#### DUES CHECK OFF

2.1 THE EMPLOYER AGREES TO DEDUCT, BI-WEEKLY, DUES AND ASSESSMENTS IN AN AMOUNT CERTIFIED TO BE CURRENT BY THE TREASURER OF THE LOCAL UNION, FROM THE PAY OF THE EMPLOYEES WHO INDIVIDUALLY REQUEST IN WRITING THAT SUCH DEDUCTIONS BE MADE. THE TOTAL AMOUNT OF DEDUCTIONS SHALL BE REMITTED EACH

MONTH BY THE EMPLOYER TO THE TREASURER OF THE UNION WITHIN TEN (10) DAYS FOLLOWING THE PAYDAY IN WHICH THE DEDUCTION IS MADE.

2.2 NO DEDUCTION SHALL BE MADE FROM THE PAY OF AN EMPLOYEE FOR ANY PAYROLL PERIOD IN WHICH THE EMPLOYEE'S NET EARNINGS FOR ANY PAYROLL PERIOD ARE LESS THAN THE AMOUNT OF DUES TO BE CHECKED OFF.

2.3 AN EMPLOYEE MAY REVOKE HIS AUTHORIZATION FOR DEDUCTION OF DUES PROVIDED THE EMPLOYEE GIVES THIRTY (30) DAYS WRITTEN NOTICE TO THE EMPLOYER AND THE UNION. UPON RECEIPT OF SUCH NOTIFICATION, THE EMPLOYER SHALL TERMINATE DUES ON THE PAY DATE IMMEDIATELY FOLLOWING THE EXPIRATION OF THE THIRTY (30) DAY NOTICE PERIOD.

NET EARNINGS SHALL MEAN NET AFTER REQUIRED DEDUCTION OF FEDERAL TAXES, SOCIAL SECURITY, PENSIONS, CREDIT UNION AND ANY HEALTH, DENTAL OR LIFE INSURANCE.

### ARTICLE 3

#### UNION ACTIVITY

3.1 THERE SHALL BE NO DISCRIMINATION, INTERFERENCE, RESTRAINTS, OR COERCION BY EMPLOYER AGAINST ANY EMPLOYEE FOR HIS ACTIVITY ON BEHALF OF THE UNION. ON-DUTY PERSONNEL SHALL BE ALLOWED TO ATTEND UNION ACTIVITIES, IF SAID ACTIVITIES ARE IN THEIR FIRST RESPONSE TERRITORY. SAID PERSONNEL SHALL REMAIN IN SERVICE AND ABLE TO RESPOND. IN ACCORDANCE WITH CHAPTER 447, FLORIDA STATUTES, EMPLOYEES SHALL HAVE THE RIGHT TO FORM, JOIN AND PARTICIPATE IN, OR REFRAIN FROM JOINING OR PARTICIPATING IN ANY EMPLOYEE ORGANIZATION OF THEIR OWN CHOOSING.

3.2 OFFICERS (PRESIDENT, VP, SECRETARY/TREASURER) ELECTED OR APPOINTED TO REPRESENT THE UNION SHALL BE GRANTED ANNUAL LEAVE TIME OFF TO PERFORM THEIR UNION FUNCTIONS INCLUDING, ATTENDANCE AT REGULAR AND SPECIAL MEETINGS, AND ACTIVITIES RELATED TO THE GRIEVANCE PROCEDURES WITHOUT LOSS OF PAY. OFFICERS WITH EIGHT (8) HOURS ADVANCE NOTICE TO THE DIRECTOR MAY USE ANNUAL LEAVE OR SWAP TIME TO ATTEND UNION CONVENTIONS, SEMINARS OR CONFERENCES.

3.3 THREE (3) MEMBERS OF THE UNION NEGOTIATIONS TEAM SHALL BE ALLOWED TIME OFF WITH ADMINISTRATIVE LEAVE, WHICH SHALL BE MUTUALLY SET BY THE EMPLOYER AND THE UNION FOR CONTRACT NEGOTIATIONS.

3.4 THE EMPLOYER WILL PROVIDE BULLETIN BOARD SPACE, TO BE USED BY THE UNION. IT SHALL BE WITHIN VIEW OF, OR IN THE MAIN LIVING AREA OF, EACH FIRE AND RESCUE STATION.

3.5 THE UNION WILL FURNISH THE PAPER AND WILL FURNISH THE PERSONNEL TO UTILIZE THE DES COPYING MACHINE TO MAKE COPIES OF THE AGREEMENT FOR EACH EMPLOYEE IN THE UNION. ALL NEW EMPLOYEES WILL BE GIVEN A COPY OF THIS AGREEMENT.

3.6 THE COUNTY WILL FURNISH A COPY OF THE CURRENT RULES AND REGULATIONS DURING THE FIRST WEEK OF EMPLOYMENT.

#### ARTICLE 4

##### EMPLOYEE STATUS

4.1 DES MANAGEMENT SHALL POST ON THE BULLETIN BOARD, BY WRITTEN NOTICE, THE NAME, JOB TITLE, COMPANY, STATION AND EFFECTIVE DATE OF ANY ACTIONS AFFECTING EMPLOYEES AS FOLLOWS:

- 1 APPOINTMENT OF NEW EMPLOYEES
- 2 PROMOTIONS
- 3 TRANSFERS

4.2 DES MANAGEMENT SHALL MAINTAIN AND POST ANNUALLY A CURRENT SENIORITY LIST. THIS LIST SHALL BE USED WHENEVER CALLED FOR BY SPECIFIC ARTICLES AND SECTIONS OF THIS AGREEMENT AND IN SUCH OTHER CASES AS MAY BE AGREED UPON BY THE EMPLOYER AND THE UNION.

4.3 DES MANAGEMENT SHALL MAINTAIN A CATALOGUE OF MUTUALLY AGREED UPON JOB DESCRIPTIONS OF EMPLOYEES.

4.4 THE PARTIES TO THIS AGREEMENT AGREE NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE BECAUSE OF RACE, COLOR, CREED, SEX, NATIONALITY, MARITAL STATUS, OR SEXUAL ORIENTATION.

#### ARTICLE 5

##### RULES AND REGULATIONS

5.1 ALL FIRE/RESCUE RULES AND REGULATIONS AND SOP'S, WHEN APPROVED BY THE UNION AND THE DIRECTOR SHALL BE A FORMAL PART OF THIS AGREEMENT.

#### ARTICLE 6

##### TECHNOLOGICAL CHANGE

6.1 PRIOR TO IMPLEMENTATION OF SUBSTANTIAL TECHNOLOGICAL CHANGES AFFECTING EMPLOYEES, DES MANAGEMENT SHALL PROVIDE IN-SERVICE TRAINING AND FURNISH THE UNION WITH FULL INFORMATION OF THE PLANNED CHANGE OR CHANGES.

## ARTICLE 7

### PREVAILING RIGHTS

7.1 ALL RIGHTS, PRIVILEGES AND WORKING CONDITIONS ENJOYED BY THE EMPLOYEES AT THE PRESENT TIME WHICH ARE NOT INCLUDED IN THIS AGREEMENT AND KNOWN TO MANAGEMENT SHALL REMAIN IN FULL FORCE UNCHANGED AND UNAFFECTED IN ANY MANNER, DURING THE TERMS OF THIS AGREEMENT UNLESS CHANGED BY MUTUAL CONSENT. RIGHTS, PRIVILEGES AND WORKING CONDITIONS DOES NOT INCLUDE PERSONNEL POLICES.

## ARTICLE 8

### DEFINITION OF SENIORITY

8.1 SENIORITY SHALL BE DETERMINED BY CONTINUOUS SERVICE (IN THE FIRE/RESCUE DEPARTMENT) CALCULATED FROM THE DATE OF HIRE, AFTER SIX (6) MONTH PROBATIONARY PERIOD, AT WHICH TIME SHALL BE RETROACTIVE TO DATE OF HIRE. CONTINUOUS SERVICE SHALL BE BROKEN ONLY BY RESIGNATION, DISCHARGE, OR RETIREMENT. EMPLOYEES WITH THE SAME EMPLOYMENT DATE SHALL BE ASSIGNED TO THE SENIORITY LIST IN ALPHABETICAL ORDER (LAST NAME, FIRST NAME, MI) AND HIGHER QUALIFICATIONS.

## ARTICLE 9

### LABOR-MANAGEMENT COMMITTEE

9.1 THERE SHALL BE A LABOR-MANAGEMENT COMMITTEE CONSISTING OF TWO (2) UNION REPRESENTATIVES AND TWO (2) EMPLOYER REPRESENTATIVES. THE COMMITTEE SHALL MEET ON REQUEST OF EITHER PARTY TO DISCUSS ALL MATTERS OF MUTUAL CONCERN. THE COMMITTEE SHALL HAVE THE AUTHORITY TO MAKE RECOMMENDATIONS TO THE UNION OR THE EMPLOYER.

## ARTICLE 10

### PERSONNEL REDUCTION

10.1 IN CASE OF PERSONNEL REDUCTION THE EMPLOYEE WITH THE LEAST SENIORITY AND THE LEAST QUALIFICATIONS BY ORDER OF NEED, SHALL BE LAID-OFF FIRST. FOR PURPOSES OF A RECALL, EMPLOYEES SHALL BE RETURNED TO THEIR FORMER POSITION IN THE INVERSE ORDER OF THE LAY-OFF. SENIORITY IS DEFINED IN ARTICLE 8. THE EMPLOYER SHALL NOT CONTRACT OUT WORK IF THERE ARE EMPLOYEES AT WORK OR ON LAY-OFF WHO CAN PERFORM THE WORK IN QUESTION.

ARTICLE 11

PROMOTIONS

11.1 THE FOLLOWING PROCEDURES SHALL GOVERN ALL PROMOTIONS WITHIN THE FIRE/RESCUE DEPARTMENT WITH A TEST GIVEN ANNUALLY.

11.2 ALL EXAMINATIONS SHALL BE IMPARTIAL AND SHALL RELATE TO THOSE MATTERS WHICH WILL TEST FAIRLY THE CANDIDATE TO DISCHARGE THE DUTIES OF THE POSITION TO BE FILLED. ELIGIBILITY FOR PROMOTION TO THE POSITIONS OF LIEUTENANT AND CAPTAIN SHALL BE BASED ON:

- 1 LENGTH OF SERVICE - 5% PER YEAR - MAXIMUM 10%
- 2 WRITTEN EXAMINATION - 30%
- 3 ORAL EXAMINATION - 25%
- 4 PERFORMANCE - 25%
- 5 EDUCATION - 10%

11.3 EXAMINATION MATERIAL SHALL CONSIST OF S.O.P., RULES AND REGULATIONS, FIRE AND/OR RESCUE TEXT IN CURRENT ISSUES ONLY. TEXT AND REFERENCE MATERIALS THAT MAY BE USED FOR STUDYING PURPOSES WILL BE GIVEN TO EMPLOYEES THREE (3) MONTHS PRIOR TO THE EXAMINATION.

11.4 THE ORAL EXAMINATION SHALL BE GIVEN BY A THREE PERSON PANEL (IT SHALL REMAIN THE SAME THROUGHOUT) CONSISTING OF PERSONS AGREED TO BY THE UNION AND THE DIRECTOR. QUESTIONS SHALL BE IN KEEPING WITH KNOWLEDGE AND REQUIREMENTS FOR THE RANK CONSIDERED AND SHALL BE THE SAME FOR EACH CANDIDATE.

11.5 ANNOUNCEMENTS FOR PROMOTIONAL EXAMINATIONS SHALL BE POSTED IN EACH FIRE/RESCUE STATION THIRTY (30) DAYS PRIOR TO THE CLOSING DATE FOR APPLICATIONS. APPLICATIONS RECEIVED AFTER THE CLOSING DATE WILL NOT BE CONSIDERED.

11.6 ALL APPLICANTS WILL BE NOTIFIED OF THEIR FINAL SCORE AND THEIR RELATIVE STANDING. THE PERIOD OF ELIGIBILITY OF THE PROMOTIONAL LIST SHALL BE FOR ONE YEAR.

11.7 PROMOTIONS SHALL BE MADE FROM THE FIRST THREE (3) NAMES FOR FIRST PROMOTION, AND ONE (1) ADDITIONAL NAME FOR EACH ADDITIONAL PROMOTION FROM THE PROMOTIONAL STANDING LIST. EMPLOYER SHALL ADVISE EMPLOYEES NOT PROMOTED THE REASONS THEY WERE NOT PROMOTED.

11.8 AN EMPLOYEE SHALL SERVE A PROBATIONARY PERIOD OF SIX (6) MONTHS. IF, DURING THAT PERIOD, THE EMPLOYEE FAILS TO

PERFORM SATISFACTORILY THE DUTIES OF THE NEW POSITION, HE SHALL BE PERMITTED TO RETURN TO POSITION VACATED ON PROMOTIONAL LIST WITHOUT LOSS OF SENIORITY.

## ARTICLE 12

### TRANSFERS

12.1 IN THE EVENT OF A JOB OPENING DUE TO PROMOTION, TRANSFER, RESIGNATION, DEMOTION, RETIREMENT, OR DEMISE OF AN EMPLOYEE WHICH SHOULD BE FILLED BY A LATERAL TRANSFER, SUCH TRANSFERS SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING PROVISIONS.

12.2 ALL POSITIONS TO BE FILLED BY LATERAL TRANSFERS SHALL BE ANNOUNCED BY SPECIAL BULLETIN WHICH SHALL BE POSTED IN A CONVENIENT LOCATION ACCESSIBLE TO ALL EMPLOYEES FOR A PERIOD OF AT LEAST FIFTEEN (15) DAYS. SUCH POSITIONS SHALL BE CONSIDERED OPEN FOR WRITTEN BID FOR THE FIFTEEN (15) DAY PERIOD.

12.3 IN THE EVENT MORE THAN ONE EMPLOYEE SUBMITS A WRITTEN BID TO THE EMPLOYER FOR THE POSITION, THE POSITION SHALL BE FILLED BY THE BIDDING EMPLOYEE WITH THE GREATEST SENIORITY AND BEST QUALIFICATIONS.

12.4 IN THE EVENT NO BID IS RECEIVED FOR A POSTED POSITION, THE EMPLOYER HAS THE RIGHT TO OFFER THE POSITION TO ANY EMPLOYEE IN THE COUNTY THAT IS QUALIFIED.

12.5 IN THE EVENT NO EMPLOYEE BIDS FOR THE POSITION, THE EMPLOYER RESERVES THE RIGHT TO ASSIGN EMPLOYEES HAVING APPROPRIATE QUALIFICATIONS TO THE POSITION FOR THE BETTERMENT OF THE DEPARTMENT. TRANSFERS WILL NOT BE MADE FOR PUNISHMENT REASONS.

## ARTICLE 13

### GRIEVANCE PROCEDURES

13.1 IN A MUTUAL EFFORT TO PROVIDE HARMONIOUS WORKING RELATIONS BETWEEN THE PARTIES TO THIS AGREEMENT, IT IS AGREED TO AND UNDERSTOOD BY BOTH PARTIES THAT THERE SHALL BE A PROCEDURE FOR THE RESOLUTION OF GRIEVANCES BETWEEN THE PARTIES ARISING FROM AN ALLEGED VIOLATION OF SPECIFIC TERMS OF THE AGREEMENT AS PROVIDED IN THIS ARTICLE.

13.2 FOR THE PURPOSE OF THIS AGREEMENT, A GRIEVANCE IS DEFINED AS A CLAIM OR COMPLAINT THAT AN EMPLOYEE OR GROUP OF EMPLOYEES OR EMPLOYER MAY HAVE THAT THE EMPLOYER OR EMPLOYEES HAS VIOLATED A PROVISION OF THIS AGREEMENT.

13.3 GRIEVANCES MAY BE TAKEN UP DURING THE WORKING TIME OF THE GRIEVANT UPON MUTUAL AGREEMENT BETWEEN THE EMPLOYER AND THE UNION.

13.4 ALL GRIEVANCES PROCEEDING TO STEP TWO (2) MUST BE REDUCED TO WRITING AND MUST CONTAIN THE FOLLOWING INFORMATION:

- A: THE SPECIFIC ARTICLE AND SECTION OF THE AGREEMENT ALLEGED TO HAVE BEEN VIOLATED BY THE EMPLOYER.
- B: SIGNATURE OF THE GRIEVANT (OR THE SIGNATURE OF THE GROUP, IN THE CASE OF A GROUP OF EMPLOYEES FILING A SINGLE GRIEVANCE, OR THE SIGNATURE OF THE PRESIDENT OF THE UNION.) AND DATE(S) SIGNED.
- C: DESIGNATION OF THE SPECIFIC UNION REPRESENTATIVE (MUST BE AN ELECTED OFFICER OR STEWARD) IF THE GRIEVANT REQUESTS UNION REPRESENTATION.

13.5 ALL GRIEVANCES SHALL BE PROCESSED IN ACCORDANCE WITH THE FOLLOWING ORDER:

- 1: THE GRIEVANT SHALL ORALLY PRESENT HIS GRIEVANCE TO HIS OPERATIONS MANAGER WITHIN THREE (3) WORKING DAYS OF THE OCCURRENCE OF THE ACTION GIVING RISE TO THE GRIEVANCE. DISCUSSIONS WILL BE INFORMAL FOR THE PURPOSE OF SETTLING DIFFERENCES IN THE SIMPLEST AND MOST EFFECTIVE MANNER. THE OPERATIONS MANAGER SHOULD DISCUSS AND MAKE AN EFFORT TO RESOLVE ALL GRIEVANCES WITH FAIRNESS AND JUSTICE FOR BOTH GRIEVANT AND THE EMPLOYER. THE OPERATIONS MANAGER SHALL ORALLY COMMUNICATE A DECISION TO THE GRIEVANT WITHIN THREE (3) WORKING DAYS FROM THE DATE OF THE GRIEVANCE WAS PRESENTED TO HIM.

IF THE EMPLOYER DOES NOT RESPOND WITHIN THE PRESCRIBED LIMITS, THE GRIEVANCE SHALL BE SETTLED IN FAVOR OF THE GRIEVANT.

- 2: THE GRIEVANT, WITHIN TEN (10) WORKING DAYS OF THE ACTION, FROM STEP ONE GIVING RISE TO THE GRIEVANCE, SHALL PRESENT THE GRIEVANCE IN WRITTEN FORM TO THE DES DIRECTOR REQUESTING A HEARING BE SCHEDULED WITH HIM/HER WITHIN TEN (10) WORKING DAYS OF THE REQUEST.

IF THE EMPLOYER DOES NOT RESPOND WITHIN THE PRESCRIBED LIMITS, THE GRIEVANCE SHALL BE SETTLED IN FAVOR OF THE GRIEVANT.

- 3: AT THIS HEARING THE EMPLOYEE MAY BE ACCOMPANIED BY UNION REPRESENTATIVES AND PRESENT WITNESSES OR WRITTEN STATEMENTS ON HIS BEHALF. FOLLOWING THIS HEARING WITHIN TEN (10) WORKING DAYS, THE DES

DIRECTOR SHALL SUBMIT HIS WRITTEN ANSWER TO THE GRIEVANT WITH A COPY TO THE UNION.

IF THE EMPLOYER DOES NOT RESPOND WITHIN THE PRESCRIBED LIMITS, THE GRIEVANCE SHALL BE SETTLED IN FAVOR OF THE GRIEVANT.

4: IF A GRIEVANCE, AS DEFINED IN THIS ARTICLE, HAS NOT BEEN SATISFACTORILY RESOLVED WITHIN THE GRIEVANCE PROCEDURE, THE UNION MAY REQUEST ARBITRATION IN WRITING TO THE EMS DIRECTOR NO LATER THAN FIVE (5) WORKING DAYS AFTER THE RESPONSE AS RECEIVED IN STEP 3 AS ABOVE.

IF THE EMPLOYER DOES NOT RESPOND WITHIN THE PRESCRIBED LIMITS, THE GRIEVANCE SHALL BE SETTLED IN FAVOR OF THE GRIEVANT.

5: AN IMPARTIAL ARBITRATOR SHALL BE SELECTED FROM A PANEL OF LOCAL ARBITRATORS BY THE FEDERAL MEDIATION AND CONSOLATION SERVICE UPON THE REQUEST OF EITHER PARTY. THE PARTIES SHALL, WITHIN FIVE (5) WORKING DAYS OF RECEIPT OF THE PANEL, MAKE A SELECTION OF AN ARBITRATOR. IN THE EVENT THE PARTIES CANNOT AGREE, DURING ARBITRATION, THE FEDERAL MEDIATION CONCILIATION SERVICE SHALL RENDER A DECISION WITHIN THIRTY (30) WORKING DAYS AFTER THE CASE HAS BEEN HEARD. THE DECISION OF THE ARBITRATORS WILL BE FINAL AND BINDING UPON BOTH PARTIES.

13.6 THE TERM "WORK DAYS" AS USED ONLY IN THIS ARTICLE INCLUDES MONDAY THROUGH FRIDAY OF EACH WORK WEEK REGARDLESS OF THE GRIEVANTS' WORK WEEK. SATURDAYS, SUNDAYS AND HOLIDAYS AS SET FORTH IN THIS AGREEMENT SHALL NOT BE CONSIDERED WORK DAYS. FOR THIS ARTICLE ONLY.

13.7 THE ARBITRATOR'S EXPENSES AND COMPENSATION SHALL BE BORNE EQUALLY BY BOTH PARTIES, EXCEPT THAT EITHER PARTY THAT DESIRES A WRITTEN TRANSCRIPT WILL BE RESPONSIBLE FOR THE COST OF SAME.

13.8 THE UNION WILL NOT BE REQUIRED TO PROCESS GRIEVANCES FOR NON-UNION MEMBERS, BUT MAY BE INVITED TO ATTEND ANY MEETINGS WHERE THE RESOLUTION OF THE GRIEVANCE MAY OCCUR AT THE EMPLOYEE'S DISCRETION.

13.9 THE ARBITRATOR WILL DECIDE ALL ISSUES BEFORE HIM, INCLUDING THE ISSUE OF ARBITRARILY, SHOULD IT ARISE.

## ARTICLE 14

### ASSIGNMENT DURING DISABILITY

14.1 ANY EMPLOYEE COVERED BY THIS AGREEMENT WHO SUSTAINS A TEMPORARY DISABILITY AS A RESULT OF AN INJURY ARISING OUT OF EMPLOYMENT BY THE PUBLIC EMPLOYER SHALL, UPON PRESENTMENT OF A DOCTOR'S CERTIFICATE, IN ADDITION TO COMPENSATION PAYABLE PURSUANT TO THE WORKERS' COMPENSATION LAW OF THE STATE OF FLORIDA, BE ENTITLED TO THE FOLLOWING BENEFIT:

(A.) DURING THE FIRST SIXTY (60) WORKING DAYS OF SUCH DISABILITY, SAID EMPLOYEE SHALL RECEIVE PAY BASED UPON ONE HUNDRED PERCENT, (100%) OF REGULAR STRAIGHT-TIME WAGES REDUCED BY THE WORKER'S COMPENSATION INDEMNITY PAYABLE.

(B.) THEREAFTER, THE DES DIRECTOR, WITH A CONCURRING MEDICAL OPINION, MAY, AT HIS SOLE DISCRETION, GRANT ADDITIONAL INJURY-IN-THE-LINE-OF-DUTY LEAVE IN INCREMENTS OF THIRTY (30) WORKING DAYS. DURING SUCH EXTENSION, IF ANY, SAID EMPLOYEES SHALL RECEIVE SUPPLEMENTAL PAY BASED UPON ONE HUNDRED PERCENT (100%) OF REGULAR STRAIGHT-TIME WAGES REDUCED BY WORKER'S COMPENSATION INDEMNITY PAYABLE.

CLAIMS. ANY SUCH EMPLOYEE WHO HAS ANY CLAIM FOR COMPENSATION UNDER THIS SECTION SHALL FILE A CLAIM IN THE MANNER PRESCRIBED IN CHAPTER 440, FLORIDA STATUTES, BY THE END OF EACH MONTH DURING WHICH SUCH ABSENCE HAS OCCURRED. THE APPOINTING AUTHORITY MAY APPROVE SUCH CLAIMS WHEN IT IS SATISFIED THAT THE CLAIM CORRECTLY STATES THE FACTS AND THAT SUCH CLAIM IS ENTITLED TO PAYMENT.

## ARTICLE 15

### JOB EVALUATION

15.1 A JOINT EVALUATION COMMITTEE, COMPOSED OF TWO (2) UNION REPRESENTATIVES AND TWO (2) EMPLOYER REPRESENTATIVES, SHALL ESTABLISH A JOB EVALUATION FORM WHICH SHALL BECOME PART OF THIS AGREEMENT.

15.2 THE JOB EVALUATION COMMITTEE MEMBERS SHALL BE PROVIDED WITH ALL NECESSARY DOCUMENTATION AND INFORMATION.

15.3 DISPUTES ARISING FROM A JOB EVALUATION SHALL BE SUBMITTED TO THE ARBITRATION PROCESS. THE ARBITRATOR SHALL BE EMPOWERED TO DETERMINE THE APPROPRIATE JOB EVALUATION METHOD AND APPLY IT.

ARTICLE 16

SALARY

16.1 THE FOLLOWING IS THE PRESENT BASE SALARY RANGE FOR THE NASSAU COUNTY FIRE/RESCUE DEPARTMENT.

CURRENT BASE SALARY

POSITION	BASE SALRY	HOURLY RATE
FIRE FIGHTER	\$16,500	5.6662
EMT	16,500	5.6662
PARAMEDIC	16,500 + \$3,000 INCEN.	5.6662
FIRE FIGHTER/EMT	18,000	6.1813
FF/PARAMEDIC	18,000 + \$3,000 INCEN.	6.1813
LT/FF/EMT	18,000	6.1813
LT/FF/PARAMEDIC	18,000 + \$3,000 INCENT.	6.1813
CAPT/FF/PARAMDIC	18,000 + \$3,000 INCENT.	6.1813

THE PARAMEDIC, FF/PARAMEDIC, CAPTAIN/PARAMEDIC POSITIONS RECEIVE THREE THOUSAND (\$3,000.00) INCENTIVE PAY FOR BEING PARAMEDIC.

16.2 THE FOLLOWING IS THE STARTING SALARY RANGE EFFECTIVE OCTOBER 1, 1990 FOR THE NASSAU COUNTY FIRE/RESCUE DEPARTMENT. THE BASIC RATE OF PAY WILL EQUAL THE ANNUAL SALARY DIVIDED BY A FIFTY-THREE (53) HOUR WORK WEEK OF 2756 HOURS ANNUALLY.

STARTING SALARY SCALE

POSITION	STARTING SALARY	HOURLY RATE
FIRE FIGHTER	\$15,000	\$5.4427
EMT	15,000	5,4427
PARAMEDIC	15,500	5,6241
FIRE FIGHTER/EMT	16,500	5,9869
FIRE FIGHTER/PMT	16,800	6,0958
LT/FF/EMT	17,500	6.3498
LT/FF/PMT	17,800	6,4586
CAPT/FF/PM	19,300	7.0029

16.3 PARAMEDICS SHALL RECEIVE INCENTIVE PAY IN THE AMOUNT OF THREE THOUSAND (\$3,000.00) DOLLARS PER YEAR. SAID AMOUNT SHALL NO BE PART OF THE BASE PAY.

16.4 LIEUTENANTS SHALL RECEIVE INCENTIVE PAY IN THE AMOUNT OF ONE THOUSAND (\$1,000.00) DOLLARS PER YEAR. SAID AMOUNT SHALL NO BE PART OF THE BASE PAY.

16.5 CAPTAINS SHALL RECEIVE INCENTIVE PAY IN THE AMOUNT OF ONE THOUSAND FIVE (\$1,500.00) DOLLARS PER YEAR. SAID AMOUNT SHALL NOT BE PART OF THE BASE PAY.

16.6 INCENTIVE WILL BE PAID PURSUANT TO PAYROLL DEPARTMENT PROCEDURES.

16.7 CAPTAINS NOW RECEIVING UP TO DATE ONE THOUSAND (\$1,000.00) DOLLARS ADDITIONAL AS PART OF THE PAY WILL RECEIVE THE FIVE (\$500.00) HUNDRED DOLLARS AS INCENTIVE. THOSE CAPTAINS NOT NOW RECEIVING ONE THOUSAND (\$1,000.00) DOLLARS AS PART OF THEIR PAY WILL RECEIVE ONE THOUSAND FIVE HUNDRED (\$1,500.00) AS INCENTIVE. SAID AMOUNT WILL NOT BE PART OF THE BASE PAY.

16.8 LIEUTENANTS NOW RECEIVING UP TO DATE THREE HUNDRED (\$300.00) DOLLARS ADDITIONAL AS PART OF THE PAY WILL RECEIVE THE SEVEN HUNDRED (\$700.00) DOLLARS AS INCENTIVE. THOSE LIEUTENANTS NOT NOW RECEIVING THREE HUNDRED (\$300.00) DOLLARS AS PART OF THEIR PAY WILL RECEIVE ONE THOUSAND DOLLARS AS INCENTIVE. SAID AMOUNT WILL NOT BE PART OF THE BASE PAY.

#### ARTICLE 17

##### HOURS

17.1 THE TWENTY-FOUR (24) HOUR SHIFT SHALL COMMENCE AT 0800 AND CONTINUE THROUGH 0800 HOURS THE FOLLOWING DAY.

17.2 THE BASIC WORK PERIOD WILL CONSIST OF A FOURTEEN (14) DAY CYCLE. THE PRESENT SCHEDULE OF TWENTY-FOUR (24) HOURS ON DUTY AND FORTY-EIGHT (48) HOURS OFF DUTY SHALL REMAIN IN EFFECT FOR ALL EMPLOYEES COVERED BY THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A LIMITATION OF THE NUMBER OF HOURS TO BE WORKED PER DAY, DAYS PER WEEK, OR FOR ANY OTHER PERIOD OF TIME.

17.3 EMPLOYEES COVERED BY THIS AGREEMENT WILL BE PAID AT THE RATE OF ONE AND ONE-HALF TIMES THEIR REGULAR RATE OF PAY FOR ALL HOURS WORKED IN EXCESS OF THEIR NORMALLY SCHEDULED TWENTY-FOUR (24) HOUR SHIFT.

17.4 SHOULD AN EMPLOYEE VOLUNTARILY SWITCH WITH ANOTHER EMPLOYEE FOR THE EMPLOYEE'S CONVENIENCE, NO OVERTIME COMPENSATION WILL BE PAYABLE AND THE HOURS THE EMPLOYEE WORKED AS A SUBSTITUTE SHALL BE EXCLUDED BY THE EMPLOYER IN THE CALCULATION OF THE HOURS FOR WHICH THE EMPLOYEE IS ENTITLED TO OVERTIME COMPENSATION.

17.5 OVERTIME HOURS MAY BE DISTRIBUTED AMONG THE EMPLOYEES BY ROTATING LIST. FOR THE PURPOSE OF FUTURE ASSIGNMENTS OF OVER-TIME WORK, IF AN EMPLOYEE IS SCHEDULED FOR OVER-TIME BUT TURNS IT DOWN, HE WILL BE TREATED AS IF HE WORKED AND WILL GO TO THE END OF THE LIST.

17.6 EXCEPTION: WHERE FIRE CERTIFIED PERSONNEL ARE REQUIRED, OVERTIME SHALL BE PULLED FROM A LIST THAT ONLY INCLUDES THOSE PERSONNEL WHO ARE UNDER "SPECIAL RISK" INSURANCE AND RETIREMENT AND THE PERSON MUST BE FIRE CERTIFIED.

## ARTICLE 18

### LEAVE OF ABSENCE WITH PAY

18.1 ALL REGULAR FULL-TIME EMPLOYEES WHO HAVE BEEN CONTINUOUSLY EMPLOYED FOR THE FOLLOWING PERIODS AND WHO HAVE EITHER WORKED OR BEEN ON PAID LEAVE, OR ON THE PAYROLL FOR INJURY, SHALL ACCRUE ANNUAL LEAVE WITH PAY AS FOLLOWS:

LENGTH OF CONTINUOUS SERVICE  
0-4 YEARS = 12 HOURS PER MONTH  
5-14 YEARS = 14 HOURS PER MONTH  
15-19 YEARS = 20 HOURS PER MONTH  
20 OR OVER YEARS = 25 HOURS PER MONTH

18.2 FOR THE PURPOSE OF THIS ARTICLE, A DAY IS TWENTY-FOUR (24) HOURS.

18.3 BY WRITTEN CONSENT OF ANY EMPLOYEE COVERED UNDER THIS AGREEMENT, ANNUAL LEAVE TIME OR SICK LEAVE TIME MAY BE DONATED TO A FELLOW EMPLOYEE UNDER THE TERMS AND CONDITIONS OUTLINED BELOW:

- 1: THAT THE RECIPIENT THROUGH ACCIDENT OR ILLNESS SHALL HAVE EXHAUSTED ALL TIME IN HIS ANNUAL LEAVE ACCOUNT AND SICK LEAVE ACCOUNT.
- 2: THAT ALL TIME DONATED WILL BE POSTED TO THE FELLOW EMPLOYEE'S LEAVE ACCOUNT.
- 3: THAT THIS SECTION SHALL NOT BE SUBJECT TO THE GRIEVANCE PROCEDURE OR ARBITRATION PROCEDURE OF THIS AGREEMENT.

18.4 LEAVE OF ABSENCE WITH PAY WILL BE IN ACCORDANCE WITH ESTABLISHED PERSONNEL POLICIES AND PROCEDURES.

18.5 SICK LEAVE WILL BE IN ACCORDANCE WITH ESTABLISHED PERSONNEL POLICIES AND PROCEDURES.

18.6 UP TO TWO PEOPLE MAY BE OFF ON VACATION PER SHIFT PER DAY UNLESS MANAGEMENT ALLOWS MORE. DURING DECEMBER OF EACH YEAR, THE SHIFT SUPERVISOR WILL CIRCULATE A MASTER VACATION REQUEST FORM FOR THE FOLLOWING YEAR. THE MOST SENIOR EMPLOYEE WILL HAVE FIRST CHOICE FOR ONE PERIOD WHICH MAY EQUAL ANY AMOUNT OF HIS ACCRUED VACATION. ONCE HE HAS PICKED A PERIOD, THE NEXT MOST SENIOR EMPLOYEE WILL CHOOSE, AND SO ON. ANY EMPLOYEE NOT CHOOSING HIS ENTIRE ACCRUED AMOUNT MAY TAKE IT AT ANY TIME IN THE NEXT YEAR, AT ANY AMOUNT, WITH PROPER NOTICE, PROVIDED THERE ARE OPENINGS, AND/OR MANAGEMENT AGREES.

18.7 ANY EMPLOYEE WHO IS SEPARATED FROM THE SERVICE (RESIGNATION, RETIREMENT, DEATH, OR MEDICAL DISCHARGE SHALL BE COMPENSATED FOR ALL UNUSED ANNUAL AND HOLIDAY TIME IN HIS ACCOUNT, AT THE TIME OF SEPARATION AND/OR NEXT PAY PERIOD WITH PROPER NOTICE.

## ARTICLE 19

### HOLIDAY LEAVE AND PAY

19.1 THE FOLLOWING ARE HOLIDAYS UNDER THIS AGREEMENT:

NEW YEARS DAY	JANUARY 1
MEMORIAL DAY	LAST MONDAY IN MAY
INDEPENDENCE DAY	JULY 4
LABOR DAY	FIRST MONDAY IN SEPTEMBER
MARTIN LUTHER'S B-DAY	THIRD MONDAY IN JANUARY
GOOD FRIDAY	FOURTH FRIDAY IN MARCH
VETERAN'S DAY	NOVEMBER 11
THANKSGIVING DAY	FOURTH THURS IN NOVEMBER
DAY AFTER THANKSGIVING	DAY AFTER THANKSGIVING
CHRISTMAS EVE	DECEMBER 24
CHRISTMAS DAY	DECEMBER 25
NEW YEARS EVE	DECEMBER 31
ONE PERSONAL HOLIDAY	
ONE BONUS DAY	

19.2 HOLIDAY LEAVE PAY WILL BE IN ACCORDANCE WITH ESTABLISHED PERSONNEL POLICIES AND PROCEDURES.

## ARTICLE 20

### SEPARABILITY

20.1 IN THE EVENT ANY ARTICLE, SECTION OR PORTION OF THIS AGREEMENT SHOULD BE HELD INVALID AND UNENFORCED BY ANY COURT OF COMPETENT JURISDICTION, SUCH HOLDING SHALL APPLY ONLY TO THE ARTICLE, SECTION OR PORTION THEREOF SPECIFIED IN THE COURT'S DECISION. ALL OTHER ARTICLES, PORTIONS, OR SECTIONS

NOT SO INVALIDATED SHALL REMAIN IN FULL FORCE AND EFFECT. THE PARTIES WILL MEET TO RENEGOTIATE THE AFFECTED ARTICLE, SECTION OR PORTION SPECIFIED IN THE COURT'S DECISION.

## ARTICLE 21

### COURT LEAVE

21.1 THE EMPLOYER SHALL GRANT ADMINISTRATIVE LEAVE WITH PAY AND MILEAGE TO ANY EMPLOYEE FOR THE PERIOD OF TIME HE IS REQUIRED TO APPEAR BEFORE A COURT, JUDGE, JUSTICE, MAGISTRATE, OR CORONER AS A PLAINTIFF, DEFENDANT, OR WITNESS (FOR ANY ACTIONS RELATED TO DES DUTIES) AND JURY DUTY WITH NO MILEAGE.

## ARTICLE 22

### DISCIPLINE AND DISCHARGE

22.1 NO EMPLOYEE SHALL BE DISCIPLINED OR DISCHARGED WITHOUT PROPER CAUSE.

22.2 A HEARING SHALL BE HELD TO INVESTIGATE THE CHARGES PRIOR TO THE IMPOSITION OF DISCIPLINE OR DISCHARGE IN ACCORDANCE WITH THE FIREFIGHTER'S BILL OF RIGHTS.

22.3 THE EMPLOYEE AND UNION SHALL BE ENTITLED TO A COPY OF THE TRANSCRIPT FROM THE HEARING AT NO COST.

22.4 FAILURE TO CONFORM WITH THE REQUIREMENTS OF THIS CLAUSE SHALL RENDER THE DISCIPLINE OR DISCHARGE NULL AND VOID.

## ARTICLE 23

### BEREAVEMENT LEAVE

23.1 ALL PERMANENT EMPLOYEES WILL BE GRANTED ADMINISTRATIVE LEAVE WITH PAY TO ARRANGE AND/OR ATTEND FUNERAL SERVICES IN THE EVENT OF DEATH(S) IN THE IMMEDIATE FAMILY. SUCH TIME OFF SHALL BE AT LEAST TWENTY-FOUR (24) HOURS AND SHALL NOT BE CHARGED TO ANNUAL LEAVE. REQUESTS FOR TIME OFF SHALL BE SUBMITTED IN WRITING TO THE EMPLOYEE'S SUPERVISOR. THE DIRECTOR MAY APPROVE LONGER HOURS IF TRAVEL OR OTHER PROBLEMS DEEM IT NECESSARY. THE EMPLOYEE'S IMMEDIATE FAMILY IS DEFINED AS THE EMPLOYEE'S SPOUSE, CHILDREN OF BOTH THE EMPLOYEE AND THE SPOUSE, MOTHER, FATHER, MOTHER-IN-LAW, FATHER-IN-LAW, BROTHER, SISTER, GRANDPARENT, OR GRANDCHILDREN OF THE INDIVIDUAL OR OTHER CLOSE RELATIVES WHO RESIDE PERMANENTLY WITH THE EMPLOYEE.

23.2 ALL PERMANENT EMPLOYEES WILL BE GRANTED 8 HOURS ADMINISTRATIVE LEAVE WITH PAY TO ATTEND FUNERAL SERVICES OF

OTHER FAMILY MEMBERS NOT MENTIONED ABOVE. (i.e. AUNTS, UNCLER, COUSINS, ETC) REQUESTS FOR TIME OFF SHALL BE SUBMITTED IN WRITING TO THE EMPLOYEE'S SUPERVISOR. THE DIRECTOR MAY APPROVE LONGER HOURS IF TRAVEL OR OTHER PROBLEMS DEEM IT NECESSARY.

#### ARTICLE 24

##### OVERTIME

24.1 IN THE EVENT THAT A NEED FOR OVERTIME OCCURS IN THE FIRE/RESCUE DEPARTMENT, OVERTIME MAY ACCRUE TO MEMBERS OF THE BARGAINING UNIT AT THE DISCRETION OF THE DIRECTOR AND SHALL BE VOLUNTARY. THE EMPLOYEE SHALL BE PAID AT A RATE OF ONE AND ONE-HALF OF HIS NORMAL RATE OF PAY FOR ALL HOURS IN EXCESS OF HIS REGULAR SCHEDULED FIFTY-THREE (53) HOUR WORK WEEK. ALL OVER-TIME SHALL BE DISTRIBUTED AND ROTATED EQUALLY. THE EMPLOYER AGREES TO MAINTAIN A LOG TO SHOW THE TIME OF CALL AND THE RESPONSE FROM EACH EMPLOYEE CALLED AS TO WHETHER IT WAS ACCEPTED, REFUSED, NO ANSWER, ON DUTY, OR ON VACATION. WHEN OVER-TIME IS WORKED, IT WILL BE PAID IN THE FOURTEEN (14) DAY GARCIA CYCLE.

24.2 THERE SHALL BE A SEPARATE LIST FOR POSITIONS THAT REQUIRE FIRE CERTIFICATION. ONLY THOSE EMPLOYEES QUALIFIED AND THAT FALL UNDER THE SPECIAL RISK RETIREMENT AND INSURANCE.

#### ARTICLE 25

##### LONGEVITY PAY

25.1 THE EMPLOYER AGREES TO THE FOLLOWING LONGEVITY PAY WHICH SHALL BE ADDED TO THE MONTHLY SALARY AND WAGES OF EACH EMPLOYEE.

25.2 LONGEVITY PAY WILL BE IN ACCORDANCE WITH THE CURRENT POLICES AND PROCEDURES.

ARTICLE 26

UNIFORM ALLOWANCE

26.1 ALL UNIFORMS REQUIRED OF EMPLOYEES IN THE PERFORMANCE OF THEIR DUTIES SHALL BE FURNISHED, WITHOUT COST TO THE EMPLOYEE, BY THE EMPLOYER.

26.2 UNIFORMS WILL ONLY BE WORN ON DUTY OR ON SPECIAL ACTIVITIES SUCH AS MDA DRIVES OR OTHER FUNCTIONS WITH THE APPROVAL OF THE DIRECTOR.

26.3 THE EMPLOYER SHALL PROVIDE EACH EMPLOYEE WITH THE FOLLOWING UNIFORM ITEMS ON AN AS NEEDED BASIS:

- 4 SHIRTS
- 1 BLACK BELT
- 1 PAIR BLACK SHOES
- 1 NAME TAG
- 4 TROUSERS
- 1 SQUAD SUIT
- 1 JACKET WITH LINER

ALL IDENTIFYING PATCHES FOR THE ABOVE UNIFORMS. THE QUALITY OF EACH ITEM SHALL BE AGREED UPON BY BOTH EMPLOYER AND UNION.

ARTICLE 27

TUITION REIMBURSEMENT

27.1 AT THE DISCRETION OF THE DIRECTOR OF DES, EMPLOYEES MAY BE REIMBURSED FOR ANY COSTS INCURRED FOR BOOKS, FEES AND TUITION, UPON SUCCESSFUL COMPLETION OF COURSES RELATED TO FIRE/RESCUE AND FOR ALL COURSES NECESSARY FOR COMPLETING ANY DEGREE PROGRAM REQUIRED FOR RECERTIFICATION OR THOSE WHICH ARE REQUIRED BY THE DEPARTMENT OR APPROVED BY THE DEPARTMENT. THE EMPLOYEE SHALL MAINTAIN A "C" OR BETTER AVERAGE TO RECEIVE TUITION REIMBURSEMENT.

27.2 THE EMPLOYER, COMMENCING JANUARY 1, 1990 SHALL PAY FOR TUITION COST FOR ALL RECERTIFICATION CLASSES THAT ARE NECESSARY FOR EMPLOYMENT. IF THERE ARE TUITION COSTS REQUIRED FOR RECERTIFICATION, RECERTIFICATION CLASSES SHALL BE APPROVED BY THE DES DIRECTOR.

ARTICLE 28

FOOD ALLOWANCE AND PARKING

28.1 THE EMPLOYER SHALL PROVIDE, WITHOUT COST TO EMPLOYEES, ADEQUATE PARKING SPACES ADJACENT TO ALL DEPARTMENT FACILITIES, WITH ADEQUATE LIGHTING.

28.2 ALL STATIONS THAT HOUSE FULL-TIME EMPLOYEES SHALL BE EQUIPPED WITH AT LEAST A 19" COLOR TELEVISION SET, A V.C.R. FOR TRAINING FILMS, A MICROWAVE, REFRIGERATOR FREEZER, A STOVE WITH AN OVEN, EXCEPT FOR CALLAHAN'S CURRENT QUARTERS.

#### ARTICLE 29

##### RESIDENCE

29.1 NO FIRE/RESCUE EMPLOYEE SHALL BE REQUIRED TO RESIDE INSIDE THE BOUNDARIES OF NASSAU COUNTY.

#### ARTICLE 30

##### SICK LEAVE

30.1 SICK LEAVE AS OUTLINED IN CURRENT COUNTY POLICIES AND PROCEDURES.

#### ARTICLE 31

##### INSURANCE AND PENSION

31.1 THE EMPLOYER AGREES TO MAINTAIN GROUP HOSPITALIZATION COVERAGE THROUGH AN HMO, PPO, AND/OR OTHER INSURANCE MEANS FOR ALL ELIGIBLE EMPLOYEES COVERED UNDER THIS AGREEMENT, AT NO COST TO THE EMPLOYEE.

31.2 AN EMPLOYEE SHALL BE PROVIDED A GROUP LIFE INSURANCE PROGRAM WHICH WILL CONSIST OF COVERAGE AT A MINIMUM OF \$10,000.00, AT NO COST TO THE EMPLOYER.

31.3 THE STATE RETIREMENT PLAN SHALL REMAIN AS IT IS WHEN THE CONTRACT GOES INTO EFFECT.

#### ARTICLE 32

##### RELIEF AT A FIRE AND MEDICAL PERSONNEL AT A FIRE

32.1 IT SHALL BE THE POLICY OF THE FIRE/RESCUE DEPARTMENT TO TRY TO PROVIDE RELIEF AT ANY ALARM WHICH EXCEEDS EIGHT (8) HOURS AND AT ANY OTHER ALARM WHICH, BECAUSE OF ITS NATURE OR BECAUSE OF EXTREME WEATHER CONDITIONS, DICTATES SUCH RELIEF. RELIEF PERIOD SHALL NOT EXCEED TWO (2) HOURS AND IS TO BE USED FOR PERSONAL NEEDS AND TO PREPARE EQUIPMENT FOR RESPONSE TO SUBSEQUENT ALARMS.

32.2 THE EMPLOYER AGREES THAT AN AMBULANCE WITH TRAINED MEDICAL PERSONNEL AND ADVANCED LIFE SUPPORT EQUIPMENT SHALL BE PRESENT AT THE SCENE OF ALL MAJOR FIRES OR EMERGENCIES EXCLUDING NUISANCE FIRES.

ARTICLE 33

SANITATION, MAINTENANCE AND UPKEEP

33.1 THE EMPLOYER AGREES TO SUPPLY AND MAKE AVAILABLE MATERIALS REQUIRED IN THE DAY-TO-DAY MAINTENANCE AND UPKEEP OF ALL FIRE/RESCUE HOUSES. THE EMPLOYER, FURTHERMORE, AGREES TO SUPPLY ALL ITEMS NECESSARY TO MAINTAIN SATISFACTORY SANITARY CONDITIONS OF ALL QUARTERS WITHIN ALL FIRE/RESCUE HOUSES.

ARTICLE 34

SUCCESSORS

34.1 THIS AGREEMENT SHALL BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO, AND NO PROVISIONS, TERMS, OR OBLIGATIONS HEREIN CONTAINED SHALL BE AFFECTED, MODIFIED, ALTERED, OR CHANGED IN ANY RESPECT WHATSOEVER BY THE CONSOLIDATION, MERGER, ANNEXATION, TRANSFER OR ASSIGNMENT OF EITHER PARTY HERETO, OR BY ANY CHANGE GEOGRAPHICALLY OR OTHERWISE IN THE LOCATION OR PLACE OF BUSINESS OF EITHER PARTY.

ARTICLE 35

SAFETY AND HEALTH

35.1 THE EMPLOYER SHALL ASSURE THAT EACH EMPLOYEE HAS A YEARLY PHYSICAL AT NO COST TO THE EMPLOYEE ON BIRTH MONTH. PHYSICAL SHALL CONSIST OF THE FOLLOWING ITEMS:

1. BLOOD TESTS
2. URINE SPECIMENS
3. HEARING TESTS
4. SIGHT TESTS
5. 12 LEAD EKG
  - A. IF OVER 40 YEARS OF AGE A 12 LEAD WITH EKG UNDER STRESS
6. CHEST X-RAY
7. TUBERCULOSIS TESTS
8. HIV

35.2 EFFECTIVE OCTOBER 1, 1991, THE EMPLOYER SHALL PROVIDE AT NO COST TO THE EMPLOYEE THE HEPTA-VAX SERIES, OR ANY OTHER VACCINATIONS WITH THE HEALTH DEPARTMENTS RECOMMENDATIONS AND UPON THE REQUEST OF THE EMPLOYER.

ARTICLE 36

GENDER

36.1 WHENEVER A MALE GENDER IS USED IN THIS AGREEMENT IT SHALL BE CONSTRUED TO INCLUDE MALE AND FEMALE EMPLOYEES UNLESS BIOLOGICALLY INFEASIBLE.

ARTICLE 37

APPENDICES AND AMENDMENTS

37.1 APPENDICES AND AMENDMENTS OF THIS AGREEMENT SHALL BE NUMBERED OR LETTERED, DATED AND SIGNED BY THE REASONABLE PARTIES AND SHALL BE SUBJECT TO ALL PROVISIONS OF THIS AGREEMENT.

ARTICLE 38

ONE-MAN STRETCHERS

38.1 WHEN A UNIT OR STRETCHER IS PURCHASED, A ONE-MAN STRETCHER WILL BE SELECTED.

ARTICLE 39

DURATION OF AGREEMENT

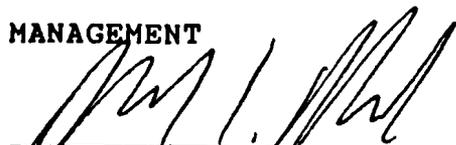
39.1 THIS AGREEMENT WILL BE IN FULL FORCE AND EFFECT AS OF THE DAY OF Nov. 19, 1990 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL MIDNIGHT OF THE TWENTY-THIRD (23RD) MONTH. WITH RENEGOTIATING OF WAGES ON AN ANNUAL BASIS FROM YEAR TO YEAR.

39.2 ITEM OR PROVISION OF THIS AGREEMENT SHALL BE A PROPER SUBJECT FOR NEGOTIATIONS DURING THE TERM OF THIS AGREEMENT UNLESS IT IS MUTUALLY AGREEDUPON BY THE PARTIES IN WRITING TO RENEGOTIATE SUCH ITEMS IN NEGOTIATIONS.

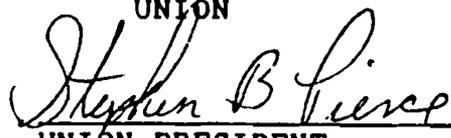
39.3 MONETARY ISSUES SHALL BE RETROACTIVE TO OCTOBER 1, 1990 FOR THE 1991 CONTRACT.

IN WITNESS WHEREOF, THE PARTIES HAVE MADE AND EXECUTED THIS AGREEMENT FOR THE PURPOSES STATED HEREIN.

MANAGEMENT

  
MICHAEL S. MULLIN, ATTORNEY

UNION

  
UNION PRESIDENT

ARTICLE 40

MILEAGE PAY

Any Fire-Rescue employee that is assigned to a certain station and is transferred, be for any reason, before their tour of duty ends, on the shift they are assigned, will be paid 20 cents per mile according to F.S.S. 1989 Chapter 112(1) (d) 1. stating that "whenever travel is by privately owned vehicle, the traveler shall be entitled to a mileage allowance at a fixed rate of 20 cents per mile or the common carrier fare for such travel, as determined by the agency head."

*Penny L. Rau*  
PENNY L. RAU, INTERIM  
DIRECTOR

UNION VICE-PRESIDENT

*Michael E. Greene*  
MICHAEL E. GREENE, OPERATIONS  
MANAGER

*H. H. Ward*  
UNION SECRETARY

*Jimmy L. Higginbotham*  
JIMMY L. HIGGINBOTHAM  
CHAIRMAN, COUNTY COMMISSION

ATTEST: *J. L. Green*  
EX-OFFICIO CLERK