
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 FIRE FIGHTERS

AFL-CIO

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AGREEMENT

This agreement, as amended, is entered into as of 10-28-96 between Nassau County, hereinafter referred to as the Employer, and the International Association of Fire fighters 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, that all relationships between the Employer and its Employees is with the intent to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Nassau County Fire and Rescue System. Within this agreement, 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 affect the general well-being of the public. Both parties hereto recognize the importance of providing 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 Deputy Chief, Captain, Lieutenant, Engineer, Firefighter/Paramedic, Firefighter/EMT, 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. Said deduction shall be by written request from each Union Member. 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, life insurance, or any other legally required deductions.

ARTICLE 3

UNION ACTIVITY

3.1 There shall be no discrimination, interference, restraints, or coercion by the 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 Deputy Director/Fire Chief 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 any employee organization of their own choosing, or refrain from joining or participating.

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. Said leave shall be charged to the Union time pool. Union Officers, with forty eight (48) hours advance notice to the Deputy Director/Fire Chief, may use Union time pool, annual leave or swap time to attend Union Conventions, Seminars or Conferences.

3.3 Three (3) members of the Union Negotiations Team shall be granted time off with administrative leave for contract negotiations. The use of administrative leave for negotiations shall not affect the Garcia Cycle. Dates for said negotiations shall be mutually set by the Employer and the Union.

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/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 distribution to each Employee in the Union. All new Employees shall be given a copy of this Agreement.

3.6 The Employer shall be responsible to furnish a copy of the current rules and regulations during the first week of employment.

3.7 There shall be a pool of time created to be known as the Union time pool and each employee shall be allowed to contribute annual, sick, or bonus leave to it for Union business leave. This

time maybe used for Union business upon approval by the Union President or his designee. Requests for such time off shall be in writing and submitted five (5) days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Union) to submit written five (5) days notice, then the request may be submitted orally and later confirmed in writing. The county shall donate seven hundred and twenty (720) hours and the Union Employees may donate up to one thousand (1,000) hours. No employee will be required to donate more than twenty (20) hours per year. All contributions to the Union time pool shall be made once per year during the month of October.

ARTICLE 4

EMPLOYEE STATUS

4.1 The Employer shall post on all bulletin boards, written notice of 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
- D. Retirements

4.2 The Employer 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 The Employer shall maintain job descriptions for all positions within the division and the department. The description shall be mutually agreed upon.

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

4.5 All newly hired employees assigned to the Fire/Rescue Division shall be required to work two (2) twenty four hour orientation/training shifts. An evaluation shall be performed at the end of this period by the Shift Lieutenant and the Deputy Chief. If recommended by the evaluating officers, the Employee shall remain on orientation/training by the direction of the Deputy Director/Fire Chief until the evaluators are satisfied that the employee is competent at their assignment.

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

RULES AND REGULATION

ARTICLE 5

ARTICLE 6

TECHNOLOGICAL CHANGES

6.1 Prior to implementation of substantial technological changes affecting the Employees, the Employer shall provide In-Service training and furnish the Union with all information regarding 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 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.

7.2 In the event that a dispute arises from this Article, in reference to rights, privileges, and working conditions, the Labor-Management committee shall meet to resolve the dispute.

ARTICLE 8

DEFINITION OF SENIORITY

8.1 Seniority in the Fire/Rescue Division shall be determined by continuous service which is calculated from the date of hire. Continuous service shall be broken only by resignation, discharge, administrative leave of absence, 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 Fire/Rescue Officers with the same promotional date will be assigned to the Officer's Seniority list by the highest test score. If the test score is the same the Officer will be assigned by the date of hire. If the date of hire is the same, they will be assigned by alphabetical order (Last Name, First Name, Middle Initial).

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. Recommendations involving changes in any article contained within this agreement shall require a formal request for the renegotiation of said article.

ARTICLE 10

PERSONNEL REDUCTION

10.1 In case of personnel reduction the Employee with the least seniority 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 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 or expires. Notification of testing will be posted at all work locations three (3) months in advance of test. Closing date for the acceptance of applications shall be 2 weeks prior to the test date as posted.

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

- A. Length of Service: 1 point per year up to 5 points, then .25 points per year up to the maximum of 10 points total
- B. Written examination: 80% of the test questions must be answered correctly to be considered passing, and required to proceed to Oral examination. The Employee shall receive one point for each correct answer.
- C. Oral Interview: 10 points maximum
- D. Performance evaluation: 10 points maximum

11.3 Examination material shall consist of S.O.P., Medical, Fire, Haz Mat, Union Contract, Policy & Procedures, and Department Rules and Regulations. A list of the official texts and reference materials from which questions and answers are derived will be posted at all work locations at least three(3) months prior to the examination. Duplication and/or purchase of said materials shall be at no cost to the Employer. The examine material shall be consistent with the knowledge and requirements of the rank considered. The questions shall be in proportion to the requirements for the position tested.

11.4 The oral interview shall be given by a three (3) member panel which it shall remain the same throughout. Said panel shall consist of persons agreed to by the Union and the Director. Questions for the oral examinations shall be consistent with knowledge and the requirements for the rank considered and shall be the same for each candidate. Oral examinations shall be given within thirty (30) calendar days from completion of the test.

11.5 A Union Representative shall be present during the grading of the test. The Candidate will be able to review their tests, with the correct answers, along with the references sources of the questions.

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 and final placement on promotional list.

11.7 Promotions shall be made according to the numerical ranking derived from the format established in section 11.2 of this article.

11.8 A promoted 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 during the probation period.

11.9 To be eligible to take the Engineer Promotional Test the Employee must have successfully completed new hire probation. The Engineer Test shall be the same for both Fire Engineer and Rescue Engineer. Test material shall consist of NFPA Standard 1002, chapters 2, 3, 4, and 6, in conjunction with materials listed in Article 11.3. Minimum Qualification is a State Certified Firefighter and State Certified EMT.

11.10 To be eligible to take the Lieutenant Promotional Test, the Employee must be employed for a minimum of three (3) years of continuous service. The Employee must be a Florida State Certified Firefighter/Paramedic for one (1) year, and served as a Engineer for minimum of two (2) years.

A. Employees hired prior to October 1, 1996 will have to meet all the above criteria except the two (2) years as an Engineer

11.11 To be eligible to take the Captains Promotional Test, the Employee must be a Lieutenant with a minimum of six(6) years of continuous service in the department. Minimum Qualifications; Lieutenant, for not less than three (3) years, and a Florida State Certified Firefighter/Paramedic.

11.12 To be eligible to take the Deputy Chief Promotional Test, the Employee must be a Captain with a minimum of nine (9) years continuous service. Minimum Qualifications; Captain, for not less than three (3) years, and a Florida State Certified Firefighter/Paramedic.

11.13 If an Employee assigned to Fire Prevention desires to sit for a promotional examination within any other activity, said employee shall have qualifications in 11.9, 11.10, 11.11, and shall have at least one (1) year in said activity prior to the test date.

ARTICLE 12

TRANSFERS

12.1 In the event that a vacancy occurs in the Fire/Rescue Division due to promotion, transfer, resignation, demotion, retirement, or demise of an Employee, the vacancy shall be filled by a bid system and shall be made in accordance with the following provisions;

12.2 All vacant positions shall be filled by the evaluation of all properly filed requests for transfer. Transfer request 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 Deputy Director/Fire Chief.

12.3 Requests shall be submitted on a "REQUEST FOR TRANSFER" form. Written requests for transfer shall be made to the Employer within nine (9) calendar days from the date the position is vacated. Although requests for transfer will be accepted anytime prior to vacating of a position, the position will be considered vacated at 0800 hours at the end of duty day on the last regularly scheduled shift that the employee works.

12.4 Employees can withdraw written transfer requests at any time. Vacancies shall be announced by the Employer with a special bulletin. Said bulletin shall be posted in a convenient location accessible to all Employees for a period of at least nine (9) calendar days immediately following the date that the position was vacated.

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 punitive reasons.

12.7 Any Employee that accepts a transfer, will remain at that assignment for a period of six (6) months before being able to request another transfer.

12.8 Probationary Employees will be allowed to request a transfer. This transfer may not be granted at first but maybe granted at later date due to extenuating circumstances. This article references new hires only.

12.9 Any newly created positions within the division or department will be posted for thirty (30) days, allowing all Employees the opportunity 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 and any other violation of Local ordinances, county policy and procedures, rule and regulations, S.O.P's, and State or Federal laws.

13.2 For the purpose of this Agreement, a grievance is defined as a claim or complaint that an Employee or a Group of Employees or Employer may have that the Employer or Employee 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, within the time limits established by this article, or maybe extended by mutual agreement in writing. The County Coordinator shall be aware that grievance has been a filed.

13.4 All Grievances shall be reduced to writing and must contain the following information.

- A. The specific Article and Section of the Agreement or items listed in 13.1, alleged to have been violated by the Employer or Employee.
- B. Signature of the Grievant, or in case of a group of Employees filing a Grievance the signatures of the Group, or 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:

Step 1

a. The Grievant, shall present the Grievance in writing to the Deputy Director/Fire Chief within five (5) 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 Deputy Director/Fire Chief should discuss and make an effort to resolve all Grievances with fairness and justice for both Grievant and the Employer. The Deputy Director/Fire Chief shall communicate a decision to the Grievant in writing within five (5) working days from the date the Grievance was presented to him.

If the Employer does not respond within the prescribed limits, the Grievance may proceed Step two (2) of the Grievance Procedure.

If the Grievant is not satisfied with the decision in Step 1, the Grievant may proceed to Step two (2) of the Grievance Procedure.

NOTE: Any Grievance proceeding to Step two (2) of the Grievance Procedure, shall be reviewed by the Executive Broad, will make a recommendation.

Step 2

a. The Grievant, within ten (10) working days of the action, from step one (1) giving rise to the Grievance, shall present the Grievance 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 may proceed to step two (2) of the Grievance Procedure.

b. 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 Grievant is not satisfied with the decision in Step two (2), the Grievant may proceed to Step three(3) of the Grievance Procedure.

If the Employer does not respond within the prescribed limits, the Grievance may move to Step three (3) of the Grievance Procedure.

Step 3

- a. The Grievant, within ten (10) working days of the action, from step two (2.b) giving rise to the Grievance, shall present the Grievance to the County Coordinator/Human Resource Manager 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 may proceed to Step four (4) of the Grievance Procedure.

- b. 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 County Coordinator/ Human Resource Manager 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 may move to Step four (4) of the Grievance Procedure.

- c. If a Grievance as defined in this Article, has not been satisfactorily resolved within the Grievance procedure, the Union may request arbitration in writing as outlined in Step four (4) to the DPS Director no later than fifteen (15) working days after the response as received in Step three (3.b) as above.

If the Employer does not respond within the prescribed limits, the Grievance may move to Step four (4).

Step 4

- a. 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. 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 will be invited to attend any meetings where the resolution of the Grievance may occur.

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

ARTICLE 14

WORKMAN'S 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 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) calendar 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

PERFORMANCE EVALUATION

15.1 A joint evaluation committee, composed of two (2) Union Representatives and two (2) Employer Representatives, shall be established. A performance evaluation form shall be designed and will become a part of this Agreement.

15.2 The Performance Evaluation Committee Members shall be provided with all necessary documentation and information necessary to design said evaluation form.

15.3 Annual performance evaluations shall be conducted thirty (30) days before the Employee's anniversary date. All supervisory personnel who are responsible for completion of these forms shall receive the appropriate training.

15.4 If the Employee feels dissatisfied with the evaluation, the Employee and immediate supervisor shall make every effort to remedy the situation. Disputes arising from a job evaluation shall be submitted to the Grievance procedure.

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:

Pay Scale

NASSAU COUNTY FIRE / RESCUE

PAY SCALE 95 - 96

Percent: 1.0300

		<u>FIREFIGHTER & E.M.T.</u>		<u>FF/EMT & PARAMEDIC</u>		<u>FF/PARAMEDIC</u>		<u>PROPOSED ENGINEER PAY SCALE</u>	
<u>Grade</u>	<u>Years</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
A	0	7.3551	\$ 20,270.66	8.3737	\$ 23,077.92	9.3980	\$ 25,900.89		
B	1	7.6199	\$ 21,000.40	8.6752	\$ 23,908.72	9.7363	\$ 26,833.32	9.92693	\$ 27,358.62
C	3	7.8942	\$ 21,756.41	8.9875	\$ 24,769.44	10.0868	\$ 27,799.32	10.2843	\$ 28,343.53
D	6	8.1784	\$ 22,539.64	9.3110	\$ 25,661.14	10.4500	\$ 28,800.09	10.6545	\$ 29,363.90
E	12	8.4728	\$ 23,351.07	9.6462	\$ 26,584.94	10.8262	\$ 29,836.90	11.0381	\$ 30,421.00
F	18	8.7778	\$ 24,191.71	9.9935	\$ 27,541.99	11.2159	\$ 30,911.03	11.4355	\$ 31,516.15
G	25	9.0938	\$ 25,062.61	10.3532	\$ 28,533.51	11.6197	\$ 32,023.82	11.8471	\$ 32,650.73

		<u>CAPTAIN</u>		<u>FIRE INSPECTOR</u>		<u>LIEUTENANT</u>		<u>PROPOSED CAPTAIN PAY SCALE</u>	
<u>Grade</u>	<u>Years</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
A	0			12.4482	\$ 25,892.26				
B	1			12.8963	\$ 26,824.38				
C	3			13.3606	\$ 27,790.05	10.5010	\$ 28,940.76	10.6754	\$ 29,421.40
D	6	11.2889	\$ 31,112.21	13.8416	\$ 28,790.50	10.8790	\$ 29,982.62	11.0597	\$ 30,480.57
E	12	11.6953	\$ 32,232.25	14.3399	\$ 29,826.95	11.2707	\$ 31,062.00	11.4579	\$ 31,577.87
F	18	12.1163	\$ 33,392.61	14.8561	\$ 30,900.73	11.6764	\$ 32,180.23	11.8703	\$ 32,714.68
G	25	12.5525	\$ 34,594.74	15.3909	\$ 32,013.15	12.0968	\$ 33,338.72	12.2977	\$ 33,892.41

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 have 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 shift and forty-eight (48) hours off shift 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 Fire Prevention Employees are normally scheduled to work forty (40) hours per week during a five (5) day work week beginning on Monday and ending on Friday. Work hours and days shall be at the discretion of the Deputy Director/Fire Chief and/or the Director of Public Safety. The basic work cycle shall consist of fourteen (14) days.

17.4 If an Employee is approved to voluntarily swap hours with another Employee for an Employee's convenience, no overtime compensation will be payable to the Employee providing relief.

ARTICLE 18

ANNUAL, PERSONAL, SICK LEAVE DONATION

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	=	16 hours per month
5-14	years	=	20 hours per month
15-19	years	=	26 hours per month
20-plus	years	=	32 hours per month

18.2 Employee(s) of the Fire Prevention Division shall accrue annual leave in accordance with County Policy and Procedures.

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

18.4 By written consent of any Employee covered under this Agreement, annual leave 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 their annual leave and sick leave account.
- B. That all time donated will be posted to the fellow Employee's leave account, on a pay period by pay period basis for only the hours needed in that pay period.
- C. That this section shall not be subject to the Grievance procedure or Arbitration procedure of this Agreement.

18.5 Up to three Employees may be off on vacation per shift (not including the Deputy Chief). This number may be increased by the Deputy Director/Fire Chief. During September of each year, the Deputy Chief will circulate a master vacation request form to all locations. The Senior Employee will have first choice for the upcoming year. Once the senior employee has selected, then the next most Senior Employee will select, and so on, until all Employee's have selected. Any Employee may take all or part of his accrued leave.

18.7 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.

ARTICLE 19

HOLIDAY, BONUS, LEAVE

19.1 The following are Holidays under this Agreement:

New Years Day	January 1
Martin Luther's B-Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Easter	First Sunday in April
Good Friday	Fourth Friday in April
Labor Day	First Monday in September
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
One Personal Leave Day	Per Fiscal year
Two Bonus Days	Per Six (6) months without using Sick leave

19.2 Twenty-Four (24) hour shift personnel shall have twelve (12) hours annual leave place in their leave account for each holiday observed, regardless of whether the Employee works said Holiday.

19.3 Employee's of the Fire Prevention Division shall receive eight (8) hours of Personal leave each fiscal year. Such time cannot be saved after the end of each fiscal year, in accordance with County Policies and Procedures.

ARTICLE 20

SEPARABILITY

20.1 In the event that any Article, Section or portion of this Agreement should be held invalid and unenforceable 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, Sections, portions not so invalidated shall remain in full force and effect. The parties will meet to renegotiate the affected Article, Section or Portions specified in the court's decisions.

21.1 Civil Court leave shall be in accordance with County Policies and Procedures.

Civil LEAVE

ARTICLE 21

ARTICLE 22

DISCIPLINE AND DISCHARGE

22.1 No Employee shall be disciplined or discharged without just cause. Any discharge or disciplinary action shall conform to all laws, applicable County Policies and Procedures, Department Rules and Regulations, and the Firefighter's Bill of Rights.

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 Article shall necessitate the enactment of the Grievance Procedures.

Fire Fighter's Bill of Rights

1. Before you are questioned, you must first receive written notice of sufficient detail of the investigation to reasonably apprise you of the nature of the investigation.
2. Before you are questioned, you must be given the names of all "complainants."
3. Before you are questioned, you must be informed of the name and rank of the officer in charge of the investigation, all interrogators and all persons present during the interrogation.
4. The interrogation must take place at the main fire station, or the facility where the investigating officer is assigned.
5. The interrogation must be held at a reasonable time of day, preferably when you are on duty, unless immediate action is required.
6. The interrogation must be of reasonable duration with rest periods.
7. You cannot be subject to offensive language.

8. You cannot be offered any incentive as an inducement to answer questions.
9. A tape recording or other complete record must be made of the interrogation.
10. If a transcript is made of the interrogation, you are entitled to a copy free of charge.
11. You are entitled to a union representative during the interrogation.
12. You cannot be disciplined, threatened, or discriminated against because you exercise your rights under this law.

ARTICLE 23

BEREAVEMENT LEAVE

23.1 All 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 forty eight(48) 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 extenuating circumstances 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 Fire/Rescue Division Employees will be granted (8) eight hours administrative leave with pay to attend funeral services of other, family members not mentioned above, aunts, uncles, cousins, etc. Requests for time off shall be submitted in writing to the Employees Supervisor. The Director may approve longer hours if travel or extenuating circumstances deem it necessary.

23.3 All Fire Prevention Employees Bereavement leave shall be in accordance with County Policies and Procedures. In the event of extenuating circumstance the Director may approve longer hours.

ARTICLE 24

OVERTIME

24.1 In the event that a need for overtime occurs in the Fire/Rescue Division, overtime is provided for 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 (1 1/2) times their regular rate of pay for all hours in excess of their regular scheduled work period as governed by the Fair Labor Standards Act (FLSA). All overtime 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 cycle.

24.2 There shall be a separate rotating list of Employees who are eligible to work in positions that require Fire Certification. Only those Employees Certified as a Florida State Firefighter and that fall under the Special Risk Retirement and Insurance Program shall be placed on this list.

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. In the event that no Employee on the active overtime list is able to work the overtime, only then will the Employees that have been removed from the overtime list be offered the overtime.

24.4 An Employee will not be penalized for no answer at home, being on leave, or being on duty during the attempts to offer overtime.

24.5 New Employees on probation will not be eligible for overtime until three (3) months from their date of employment.

24.6 In the event that an Employee calls in sick after 1700 hrs. prior to their regularly scheduled work day, overtime will be offered to the on duty personnel at the station where the opening occurred. If an Employee at the affected station does not desire to work, the offer will be extended to the Employees at the next closest station and will continue to each subsequent station until the vacancy is filled. If the on duty Employees do not accept the overtime, then the rotating list will be used. During

the attempt to fill the overtime slot, the on duty Employee holding said slot will not be released from duty until relief is obtained.

24.7 Employees of the bargaining unit shall have overtime hours distributed by a rotating list. If the Employee scheduled for overtime accepts the assignment of twelve (12) hours or more or turns it down, he will go to the end of the list.

24.8 Fire Prevention Division Employee(s) covered by this agreement shall have the option to accept compensatory time at the rate of one and one-half (1 1/2) times their regular rate of pay for hours worked in lieu of overtime or be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for overtime hours worked during the regular work cycle. The choice of compensation time shall be agreed to by both the Employee and Employer in writing before compensation is awarded. time is accrued.

25.1 The Employer agrees to longevity pay which shall be added to the wages of each Employee. Longevity pay will be in accordance with the current County Polices and Procedures under Seniority Pay.

LONGEVITY PAY

ARTICLE 25

ARTICLE 26

UNIFORM ALLOWANCE

26.1 All uniforms required in the performance of their duties shall be furnished by the Employer and at no cost to the Employee.

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 those items indicated by an (*) on an annual basis and/or as needed:

- *5 Department T Shirts
- *4 Dress Shirts
- *4 Trousers
- *4 Pairs of Socks (Black)
- 2 Sets of Officer Insignias (at time of promotion)
- *1 Pair of shoes
- *1 Black Belt
- 1 Name Plate
- 1 Black Dress Tie for males; 1 Ribbon style tie for Females
- 1 Work Jacket with Liner
- 1 Department Ball cap with Department logo; Officers - red
Firefighters - Blue
- 1 Wind Beaker with Department identity and logo

The Employee shall maintain uniforms in a neat and clean condition at all times.

26.4 All Fire/Rescue Division Employees will be issued Bunker Gear which shall consist of the following: Coat, Pants, Suspenders, Protective hood, Gloves, Helmet and Boots. All bunker gear shall meet or exceed NFPA standards on gear requirements.

ARTICLE 27

TUITION REIMBURSEMENT

27.1 Fire/Rescue Division Employees shall be reimbursed for any costs incurred for tuition, room and board upon successful completion of job related courses offered by the Florida State Fire College and for job related courses necessary for completing any degree program. Job related courses are those outlined in the FCCJ Catalog under core courses with the designation FFP/EMS. Employees are eligible for reimbursement for six (6) hours per semester. The cost for any additional hours carried during a semester shall be the responsibility of the Employee. Fire/Rescue Division Employees shall also be reimbursed for any courses required for recertification or those which are required or approved by the Department. The Employee must obtain a final grade of "C" or better to be eligible for reimbursement. If the course is strictly Pass/Fail, the Employee must successfully complete the course and render a certificate of completion to receive tuition reimbursement.

ARTICLE 28

FOOD ALLOWANCE AND PARKING

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

28.2 All County owned Fire/Rescue stations that house full-time Employees shall be equipped with at least a 19" color television, a VCR, a microwave, refrigerator-freezer, and a stove with an oven.

ARTICLE 29

RESIDENCE

29.1 No Fire/Rescue Employees covered by this agreement shall be required to reside within the boundaries of Nassau County.

ARTICLE 30

SICK LEAVE

30.1 Sick Leave may be used on a current basis after completion of three (3) months of employment. The Employee shall have the responsibility of notifying the immediate supervision promptly of any illness that requires absence from work. Sick leave may be granted for the following purposes:

- A. Personal illness or injury not connected with work.
- B. Medical or dental consultation or treatment
- C. Sick leave shall be granted for illness or injury of immediate family of the Employee, defined as spouse, children, mother, father, brother, sister, step children, grandparents, step parents of the employee and spouse. Sick leave used for any other family members other than as defined above must be approved by the Department Head prior to use.

30.2 All Fire/Rescue Division full time Twenty four (24) hour shift Employees, shall receive sick leave which equates to twenty four (24) hours per month.

30.3 All Forty (40) hours per week Employees assigned to the Fire Prevention Division shall receive eight (8) hours sick leave a month.

30.4 All Fire/Rescue Division Employees that do not use sick leave for a period of six (6) consecutive months shall receive forty-eight (48) hours of bonus leave. Said leave shall be taken within six months from the date earned.

30.5 All forty (40) hour per week Employees assigned to the Fire/Rescue Division that do not use sick leave for a period of six (6) consecutive month shall receive sixteen (16) hours of bonus leave. Said leave shall be taken within six(6) months from the date earned.

30.6 All Employees of the Fire/Rescue Division shall be permitted to accrue up to two thousand one hundred sixty (2160) hours which equates to ninety (90) days, for the purposes of sell back to the County. Sell back shall be at regular rate of pay, for only the unused hours above the two thousand one hundred sixty (2160), accrued in that year. This shall be accomplished by written notification by October 1, to the County. Said payment shall be in the first pay day in December. All hours not sold back shall be added to the Employee's Sick Leave Bank.

ARTICLE 31

INSURANCE AND PENSION

31.1 The Employer agrees to provide Health Insurance for all eligible Employees at no cost to the Employee, and fifty percent (50%) of their dependent coverage under this Agreement.

31.2 All Employees covered under this agreement shall be provided a group life insurance program which will consist of coverage at a minimum of \$10,000.00. Said coverage shall be at no cost to the Employer.

31.3 The State Retirement System (FRS) shall remain as an integral part of this agreement and shall remain in effect until the expiration dated of this Agreement or at such time as the FRS affects this Agreement and re-negotiation becomes necessary.

31.4 Any Employee who is separated from the County (retirement, death, or medical discharge) shall be compensated for sick leave of ninety (90) days which equates to two thousand one hundred sixty (2160) hours. In the event that such separation is caused by death, the Employees Beneficiary shall receive said compensation.

31.5 Any Employee who is separated from the County due to (resignation, retirement, death, or medical discharge) shall be compensated for Annual Leave up to maximum of seventy (70) days which equates to one thousand six hundred eighty (1680) hours. All unused Annual, Personal, and Bonus leave in the Employees leave account shall be paid at separation or the next pay period. In the event that such separation is caused by death, the Employees Beneficiary shall receive said compensation.

ARTICLE 32

RELIEF FOR FIRE AND MEDICAL PERSONNEL

32.1 It shall be the policy of the Employer 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 will commence after equipment has been prepared 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.

32.3 In situations where personnel are required to remain at an emergency for an extended period, the Department shall provide meals and fluid replacement for all personnel assigned to the scene.

ARTICLE 33

SANITATION, MAINTENANCE AND UPKEEP

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

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

ARTICLE 34

SUCCESSORS

34.1 This Agreement shall be binding upon the successors and assignees 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 provide each Employee an annual physical at no cost to the Employee. Said physical shall be in their Birth Month and shall consist of the following items:

1. Blood Tests (SMAC 24 with Lipid profile)
 - A. PSA test for male Employees over 40 years of age
2. Urinalysis (dipstick)
3. Hearing Test
4. Vision Test
5. 12 Lead EKG (resting)
 - A. If over 45 years of age, a stress test shall be performed if three (3) or more cardiovascular risk factors are present or the examining physician recommends.
6. Chest X-ray
7. HIV (at the request of the employee)
8. TB (PPD)
9. Spirometry (PFT if abnormal)
10. PAP Smear, for Female Employees optional

Any other test shall be at the discretion of the examining physician and within established guidelines mandated or recommended by applicable laws, standards, or regulations.

35.2 The examining physician will have the responsibility to decide if additional evaluations are necessary.

35.3 The Employer shall provide at no cost to the Employee, immunization against Hepatitis B and any other immunizations that become available for the protection against other types of Hepatitis. The Employer shall also provide any other immunizations that are mandated or regulated by applicable laws, standards, or regulations.

35.4 Employees are required to engage in activity that improves their fitness level. Workout shall be for at least one (1) hour during their duty assignment.

ARTICLE 36

GENDER

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

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

APPENDICES AND AMENDMENTS

ARTICLE 37

ARTICLE 38

TRANSFER PAY

38.1 Any Fire/Rescue Division Employee that is transferred, 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, regardless when notified.

38.2 If the Employee is notified that the days are consecutive (day 1, 2, and 3) he will be paid for only one transfer. If transferred multiple times in one day, then he will be paid for each appropriate transfer. If transferred for six (6) hours or less, he will receive payment for only one (1) transfer.

38.3 A transfer as defined for this Article, shall be to a station other than the Employee's regular duty station.

ARTICLE 39

MANAGEMENT RIGHTS

39.1 The County and Union agree and intend that the County retains the powers granted under F.S.S. 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 Division and exercise control and discretion over the organization of the Department of public safety 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 Division. 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 Division;
- (e) to decide the number, location, design and maintenance of the Division'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 division;
- (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;
- (j) to establish, delete or change the job duties, task responsibilities or job requirements of employees and
- (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 and deposit said amount with the Jacksonville Firemen's Credit Union, or any other Bank or Credit Union chartered in the State of Florida, at no cost to the Union or the Employee.

ARTICLE 41

ONE-MAN STRETCHERS

41.1 When a rescue unit is purchased with a stretcher option available or stretchers are purchased as replacements, one-man stretchers shall be indicated on the bid request or RFP (request for proposal). Said stretcher shall meet or exceed specifications as listed in KKK-A-1822c, Federal specifications for ambulances.

ARTICLE 42

Out of Classification Pay

42.1 Any Fire/Rescue Employee who is required to accept responsibilities and carry out the duties of a position or rank above that which they normally hold, shall be paid at the rate for the position or rank for which they are functioning.

42.2 The Employee working out of classification must work in the position for a minimum of one (1) hour to receive out of position pay.

ARTICLE 43

DURATION OF AGREEMENT

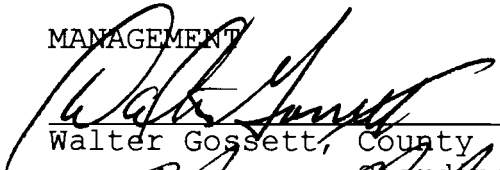
43.1 This Agreement will be in full force and effect as of October 1, 1996 and shall remain in full force and effect until midnight of the last day of the twenty-fourth (24th) month. Union and Management will be able to open three (3) Articles each for negotiation annually. Renegotiating of wages shall be on an annual basis.

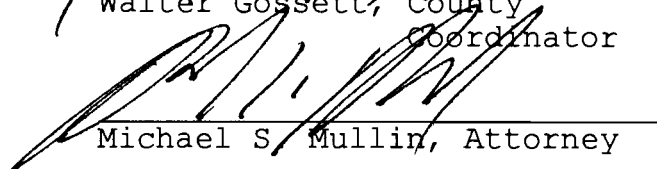
43.2 Any item or provision of this Agreement shall be a proper subject for negotiations during the term of this Agreement if mutually agreed upon by the parties in writing.


43.3 Monetary issues shall be retroactive to October 1, 1996 for the 1996 contract.

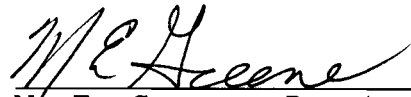
In witness whereof, the parties have made and executed this Agreement for the purposes stated herein.

MANAGEMENT


Walter Gossett, County
Coordinator


Michael S. Mullin, Attorney


Robert L. Kotsis, Director

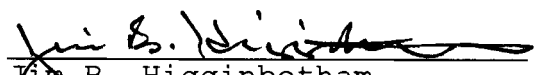

M. E. Greene, Deputy Director/
Fire Chief

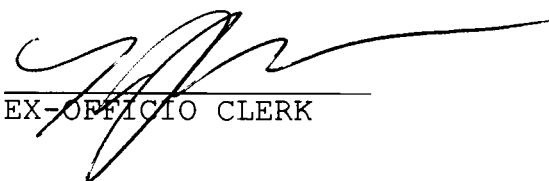
UNION


UNION PRESIDENT

UNION VICE-PRESIDENT


UNION SECRETARY


Jim B. Higginbotham
CHAIRMAN, COUNTY COMMISSION

ATTEST: 
EX-OFFICIO CLERK



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

NASSAU COUNTY OFFICE ANNEX
 11 North 14th Street, Box 12
 Fernandina Beach, Florida 32034-0494



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Department of Public Safety and Nassau County Fire-Rescue Professionals, Local Union #3101, International Association of Firefighters, AFL-CIO.

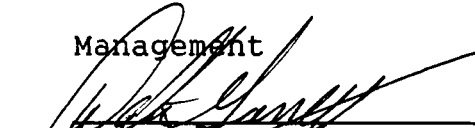
Be it understood that an agreement is established by this Memorandum of Understanding to amend the 96-97 contract of Local #3101 as it pertains to the pay scale for the position of Engineer as indicated in Article 16, "Salary".

Said agreement establishes the position of Engineer into two classifications; Firefighter/EMT Engineer and Firefighter/Paramedic Engineer. The amended pay scale is established to reflect the increase for the Firefighter/EMT Engineer classification at 2.5 percent. Salary increase for Firefighter/Paramedic Engineer was established on the original 96-97 Pay Scale. Salary increases will become effective upon a promotional date. Insertion of the amended pay scale into the contract is to be initiated upon ratification of this document.

Be it further understood that the position of Engineer is established via a "Grandfather" concept and promotion to this position is at the discretion of the Fire Chief and within the criteria established by the contract of Local Union #3101 as it pertains to the position of Engineer.

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

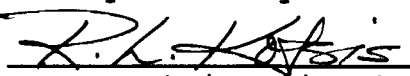
Management



 Walter Gossett
 County Coordinator



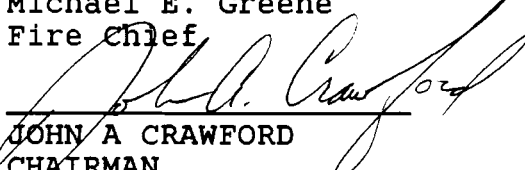
 Michael S. Mullin
 County Attorney



 R. L. Kotsis, Director



 Michael E. Greene
 Fire Chief

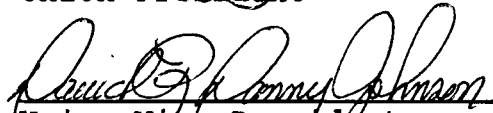


 JOHN A. CRAWFORD
 CHAIRMAN
 BOARD OF COUNTY COMMISSIONERS


Union



 Union President



 Union Vice-President



 Union Secretary

DATED: 2-24-97