



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

October 1, 2008 to September 30, 2012
Revised Effective October 2010

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PREAMBLE

This agreement, as amended, is entered into as of October 1, 2008, 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, and that the Union is the authorized representative for the purpose of bargaining collectively concerning wages and rates of pay.
- 1.2 Management will not engage in any activities resulting in Employee lockouts.
- 1.3 "Employee" is defined as any full-time, permanently employed, classified member of the Nassau county Fire Rescue Department, as listed in Section 1.4, who is employed to engage in prevention or suppression of fires, emergency medical services, and other related duties.
- 1.4 The bargaining unit is comprised of all employees of the Nassau County Fire and Rescue Department in the following classifications:

EMT

Paramedic

Fire Fighter

Fire Engineer

Fire Lieutenant

Fire Captain

Fire Inspector

Additional class titles created which entail duties that are now being performed by employees covered by this Agreement shall be included in the bargaining unit.

- 1.5 The Union President or his/her alternate will be the official spokesman for the Union in any matters pertaining to this Agreement. The alternate shall be selected from one of the Officers listed below:

Business Agent

1st Vice President

2nd Vice President

Secretary/Treasurer

E-Board Members

The Union President shall provide written notification to the Employer.

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 Employer shall remit the total amount of deductions each month 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.
- 2.4 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.
- 2.5 The Employer will within thirty (30) days after ratification of this Agreement, without cost to the Union, place one (1) copy of this Agreement in each working location.
- 2.6 All Union activities are protected to the extent they are authorized by law or by this Agreement.
- 2.7 The applicable County Policies and Procedures and Fire and Rescue Department Rules and Regulations shall govern all employees covered by this Agreement. Any recommended changes in these which affect the employees in this bargaining unit will be presented in writing to the Union President.

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 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 President, 1st VP, 2nd VP, Secretary/Treasurer or the executive board, elected or appointed to represent the Union shall be granted union time pool leave to perform their Union functions and duties without loss of pay. However, no more than four (4) members from the total of the Officers or Executive Board shall be granted said leave. Said leave shall be charged to the Union time pool. Union Officers or designees, with twenty-four (24) hours advance notice to the Fire Chief, may use Union time pool, annual leave or swap time to attend Union functions and duties.
- 3.3 Three (3) members of the Union Negotiations Team shall be granted time off using the Union time pool bank for contract negotiations. Should the Union time pool become exhausted, Administrative leave shall be granted for negotiation purposes only. The use of administrative leave for negotiations shall not affect the Garcia Cycle. The Employer and the Union shall mutually set dates for said negotiations. Three (3) members shall be identified at the beginning of the contract negotiations, and they shall remain the same throughout the 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/Rescue Station.
- 3.5 The Union will furnish the paper and will furnish the personnel to utilize Fire Rescue Headquarters 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, the Union Contract, and SOP's 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 may be 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 through the chain of command to the Fire Chief. 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.

- 3.8 All contributions to the Union time pool may be made once per month. For purposes of clarity, an employee whom has submitted a resignation, has no sick leave balance to contribute.

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. The Employer shall maintain a personnel roster at each station which includes the following:

Rank
Name
Seniority Date
Assignment

4.3 The Employer shall maintain job descriptions for all positions within the department. No job descriptions shall be changed without first meeting with and negotiating with the Union.

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 Department 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, Captain, and the Deputy Chief. If recommended by the evaluating officers, the Employee shall remain on orientation/training by the direction of the Fire Chief or their designee until the evaluators are satisfied that the employee is competent at their assignment.

ARTICLE 5

RULES AND REGULATIONS AND WORK RULES

- 5.1 Forthcoming additions, deletions, and amendments of the Rules and Regulations shall be made, as needed, by the Fire Chief or his/her designee, following notification and discussions with members designated by the Union, including the Union President or his designee. These changes will be rendered in the form of directives, executive orders, or memoranda that shall be added to and become an integral part of these Rules and Regulations by January 31 of each year. All reviewed changes will be re-visited and added to the current Rules and Regulations and amendments issued to all Employees.
- 5.2 All work rules and regulations and S.O.P.'s shall be in writing.
- 5.3 The Employer agrees that the Union President or his/her designee shall be a member of any committee formed for the purposes of recommending changes to or creation of work rules.

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.
- 6.2 Prior to the issuance of additional equipment, whether for fire suppression or emergency medicine, in-service training will be provided. This includes all new SOP's and SOG's.

ARTICLE 7

PREVAILING RIGHTS

- 7.1 All rights, privileges and working conditions enjoyed by the Employees at the present time established by written County Personnel Rules, and Regulations, Union Contract shall remain in full force unchanged and unaffected in any manner, during the terms of this Agreement unless changed by mutual consent.
- 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 and if no agreement is reached between the Labor Management Committee and Management. The Union shall have the right to follow grievance procedures as to the dispute. The County Coordinator and the Human Resources department must approve all agreements that are non-monetary in nature. The Board of County Commissioners shall approve any issue that has a monetary bearing on the County.

ARTICLE 8

DEFINITION OF SENIORITY

- 8.1 Seniority in the Fire/Rescue Department shall be determined by continuous Time in Service (TIS) which is calculated from the date of hire with Nassau County Fire Rescue Department. Time in 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 Promotional Seniority shall be determined by continuous Time in Grade (TIG) which is calculated from the date of promotion. Time in Grade shall be broken only by resignation, discharge, demotion or retirement.
- 8.3 Fire/Rescue Personnel with the same promotional date will be assigned to the Personnel Seniority list by the highest combined score. If the combined scores are 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).
- 8.4 If an Employee either receives a disciplinary demotion or voluntarily demotes, they will be assigned to the promotional seniority list by previous TIG of that lower class.
- 8.5 If an Employee reverts to a Union classification from a non-union job, they will return into the class from which they vacated. They will be assigned to the promotional seniority list by previous TIG of that class.

ARTICLE 9

LABOR-MANAGEMENT COMMITTEE

- 9.1 There shall be a Labor Management Committee consisting of three (3) Union Representatives and three (3) 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 renegotiations of said article.

ARTICLE 10

PERSONNEL REDUCTION

- 10.1 In the case of personnel reduction, employees shall be laid off in the inverse order of time in service as defined in Article 8, within the job classes (rank) affected. the Employee with the least seniority by order of need, shall be laid off first. Employees laid off shall have the right to bump or replace an employee with less time in service in a lower classification and for which the employee qualifies.
- 10.2 For purposes of a recall, Employees shall be returned to their former position for a period of two (2) years from said reduction 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 Department. 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 30 calendar days prior to the test date as posted. The candidate must be eligible by the test date to sit for the exam.
- 11.2 All promotional examinations shall be assembled, written and solely administered by an outside testing agency. The testing agency will have to comply with the testing guidelines set forth in Section 11.11. 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 shall be based on:
- A. Length of Service: ~~40.25~~ points per year up to 5 years, then ~~1.25~~ points per year up to the maximum of 10 points total. Length of service shall be prorated into quarters (1/4) for actual time of service.
 - B. Written examination: A final grade of seventy-five percent (75%) or better shall be considered passing.
- 11.3 Examination material shall consist of S.O.P., Medical, Fire, Haz Mat, Union Contract, Policy & Procedures, and Department Rules and Regulations, and any additional requirements as listed in 11.7, 11.8, and 11.9. 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 exam 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 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.
- 11.5 Promotions shall be made according to the numerical ranking derived from the format established in section 11.2 of this article.
- 11.6 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 or voluntarily resigns from said position, he/she shall be permitted to return to his/her prior rank vacated without loss of seniority. A written evaluation will be performed at three (3) and six (6) months during the probation period.

- 11.7 To be eligible to take the Engineer Promotional Examination candidates shall have successfully completed Florida State Fire College or equivalent, Fire Service Hydraulics , Fire Apparatus Operations and Aerial Operations and shall have one (1) continuous year time in service with the Nassau County Fire/Rescue division of which the last year must be immediately prior to the test date. Test materials shall consist of NFPA 1002, chapters 2, 3, 4 and 6, in conjunction with materials listed in Article 11.3. Minimum qualifications are a State certified firefighter and State certified EMT.
- 11.8 To be eligible to take the Lieutenant Promotional Examination, the employee shall have successfully completed Florida State Fire College curriculum or equivalent of Company Officer, Strategies and Tactics I, and Strategies and Tactics II. The employee must have (2) continuous years time in service with the Nassau County Fire Rescue Division prior to the test date, been a Florida State firefighter/Paramedic for one (1) year, and have served one (1) continuous year time in grade as an Engineer with the Nassau County Fire/Rescue Department, of which the last year must be immediately prior to the test.
- 11.9 To be eligible to take the Captain Promotional Examination, the employee shall have successfully completed all requirements as listed in 11.8 for the Rank of Lieutenant, and the Florida State Fire College curriculum or equivalent of Building Construction, ICS 300, and ICS 400. The employee must have six (6) continuous years time in service with the Nassau County Fire/Rescue Department prior to the test date and have served three (3) continuous years time in grade as a Lieutenant/Paramedic with the Nassau County Fire/Rescue Department, of which the last year must be immediately prior to the test date.
- 11.10 If an Employee permanently assigned to Fire Prevention desires to sit for a promotional examination within any other activity, said employee shall have the qualifications in Sections 11.7, 11.8, 11.9, and shall have at least one (1) year in said activity prior to the test date.
- 11.11 Examinations will be 150 multiple-choice questions. Candidates will have seven (7) working days to review a corrected copy of the test. Protests must be submitted in writing citing the questions and the dispute along with supporting information and where it can be found within the test material to the Human Resources Department within that seven (7) working day period. Within five (5) working days after the close of the protest period, a protest committee will meet to have a protest hearing. All sides would mutually agree upon the date. This will be a closed-door meeting with a ruling on the protested questions coming at

the end of that meeting, and the results submitted to The Human Resources Department in writing. The committee will be composed of two (2) members from at least or above the rank being tested, two (2) members from the testing company, and one (1) member from the Human Resources Department. The members from labor would be selected on the day of the test, prior to the examination's taking place; two (2) primary with two (2) alternates members. They would be nominated and voted on by the testing candidates. Final results from the written exam shall be posted within five (5) working days following the protest hearing.

- 11.12 All persons with a passing score shall be ranked by resulting numerical score, seniority points will then be added, with the person attaining the highest score ranked first. The top-ranked name shall be certified first. Personnel will be promoted off the list from top to bottom.
- 11.13 Any person shall be removed from the promotional list after two (2) offers of probationary appointment have been declined.
- 11.14 Line of promotion is as follows: From Firefighter to Engineer to Lieutenant to Captain.

ARTICLE 12

TRANSFERS

- 12.1 In the event that a vacancy occurs in the Fire/Rescue Department due to promotion, transfer, resignation, demotion, retirement, or demise of an employee, the vacancy shall be filled by management based on appropriate qualifications for the position.
- 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 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 at all work locations and be 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 time in service seniority, whenever possible. No Employee shall be penalized for not accepting a requested transfer.
- 12.6 In the event that no Employee has requested a transfer for that position, the Employer has the right to assign Employees having lowest time in grade seniority in that position and the appropriate qualifications to the position for the betterment of the department.
- 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 The rank of Firefighter is exempt from the bid process.
- 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.

12.10 Employees will receive written notice prior to being transferred. Whenever possible, written notice will be provided at least two (2) weeks prior to the effective date of the transfer. When possible, transfers will become effective at the start of a new pay cycle and will not result in an employee receiving back to back ninety-six (96) hour pay cycles.

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, SOP'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 Human Resources Department shall be aware that a grievance has been 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 violated by the Employer or Employee, including a brief description of the violation.
 - 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 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 Chief should discuss and make an effort to resolve all Grievances with fairness and justice for both Grievant and the Employer. The Deputy 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 move 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 Board, 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 Fire Chief 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 three (3) 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 Fire Chief 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 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 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 or appeal to the Board of County Commissioners in writing as outlined in step four (4) to the County Coordinator 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

If the grievance is not settled in accordance with Steps 1 through 3, the aggrieved employee or the Union, as the case may be, may request arbitration or appeal to the Board of County Commissioners by serving written notice on the County Coordinator, no later than twenty (20) working days after receipt of the Employer's response in Step 3, together with a written statement of the specific provision(s) of this Agreement at issue. If there is no request for arbitration or appeal to the Board of County Commissioners, the Employer's Step 3 answer shall be final and binding upon the aggrieved employee and the Union. Upon appeal to arbitration, the Union or the employee may, in the written notice requesting arbitration, include the names of two (2) Florida Supreme Court-approved mediators for the Fourth Judicial Circuit, either of whom is acceptable to the Union, the Employer, or the employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one (1) of the persons listed or some other person qualified to arbitrate, then the parties may request the services of the Federal Mediation and Conciliation Service (FMCS). If the FMCS is utilized, the arbitrator shall be chosen pursuant to their procedures. Notwithstanding the provisions of this Section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

- (1) At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) days after the hearing is concluded, or receipt of briefs, to render his award and findings of fact. Post-hearing briefs must be filed within ten (10) working days of the arbitration hearing.
- (2) With respect to the interpretation, enforcement, or application of the provisions of the agreement, the decisions, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. However, the authority and responsibility of the Employer as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this Agreement.
- (3) The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement, or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issue(s) submitted to him in writing by the Employer and the Union and shall have no authority to consider or rule on any matter which is stated in this Agreement not to be the subject to arbitration, or which is

not specifically covered by this Agreement. All testimony given at the arbitration hearing will be "under oath". The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) which is/are presented to him, which question(s) must be actual and existing. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to an extension of said limitation. Consistent with this section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

- (4) It is specifically and expressly understood that taking a grievance to arbitration or an appeal to the Board of County Commissioners constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents.
- (5) Both parties shall share the cost and expense incurred by the impartial arbitrator equally. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If an employee acting independently of and in disregard of the position of the Union in matters relating to arbitration, such employee shall pay his/her share of the expenses of the arbitrator's costs and expenses.

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

13.7 Both parties shall share the cost and expense incurred by the impartial arbitrator equally. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If an employee acting independently of and in disregard of the position of the Union in matters relating to arbitration, such employee shall pay his/her share of the expenses of the arbitrator's costs and expenses.

- 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 Arbitrability, should it arise.

ARTICLE 14

WORKER'S COMPENSATION

- 14.1 Any Fire-Rescue Department 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 one hundred eighty (180) calendar 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 Fire Chief or designee with a concurring medical opinion, may, with the concurrence of the County Coordinator, grant additional injury-in-the-line-of duty leave in increments of thirty (30) calendar days. During such extension, said Employees shall receive supplemental pay based upon one hundred percent (100%) of regular straight-time wages reduced by Worker's Compensation Indemnity payable.
 - C. The employer will notify the employee prior to the end of the one hundred eighty (180) calendar days that the Workers' Compensation benefits will expire. This will occur no less than thirty (30) calendar days prior to the end of the one hundred eighty (180) calendar days from the date of injury. The employee, once notified that they are approaching the one hundred eighty (180) calendar days, must provide the Fire Chief or designee written notification that they are requesting an extension. Written notification of the request for extension must be accompanied by written medical documentation and must be repeated every thirty (30) days from the end of the original one hundred eighty (180) calendar days. The employee's letter of extension and written medical documentation, for each thirty (30) calendar day extension request, must receive the concurrence of the Fire Chief and the County Coordinator prior to the end of the one hundred eighty (180) calendar days or prior to the end of each requested thirty (30) calendar day extension.

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 resolved using the Grievance procedure as outlined in Article 13.

ARTICLE 16

SALARY

- 16.1 The following page contains the current base salary range and pay steps for the Nassau County Fire/Rescue Department.
- 16.2 Bargaining unit employees will receive compensation pursuant to the attached pay matrix. ~~Effective February 1, 2009, the pay matrix will be increased to reflect a two and one half percent (2.5%) Cost of living adjustment to the annual base salary of all bargaining unit employees and five additional steps (Step P — Step T) shall be added to the end of the pay matrix. Effective October 1, 2009, the pay matrix will be increased to reflect a two and one half (2.5%) percent Cost of living adjustment to the annual base salaries of all bargaining unit employees. Effective October 1, 2011~~0~~, the pay matrix will be increased to reflect a two-and-one-half (2.5%) percent Cost of living adjustment to the annual base salaries of all bargaining unit employees~~
- 16.3 Employees will be evaluated annually on their date-in-position as it is as of October 1, 2003. Employees who receive a satisfactory rating on their annual evaluation will be eligible for a one (1) step increase of two and a half percent (2.5%) until they reach the maximum of their pay range. Performance increases shall not cause an employee to exceed the maximum of the pay range for the class.
- 16.4 An eleven percent (11%) base pay differential shall be maintained between firefighter and fire engineer. An eleven percent (11%) base pay differential shall be maintained between the ranks of fire engineer and lieutenant. An eleven percent (11%) base pay differential shall be maintained between the ranks of lieutenant and captain. .[Effective August 1, 2004, an eleven percent (11%) base pay differential was placed in effect]
- 16.5 All bargaining unit employees who are State certified Firefighters, and who possess a valid State of Florida Paramedic certification will receive an estimated \$2,500.00 annually based upon 2912 hours worked (\$.8585 per hour) for that certification. The position of single-certified paramedic shall receive an estimated \$1,000.00 annually based upon 2912 hours worked (\$.3434 per hour).
- 16.6 The pay scale for Fire Inspector will be the same as that of Lieutenant.

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 fifty-six (56) hour workweek 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 workweek beginning on Monday and ending on Friday. Work hours and days shall be at the discretion of the Fire Chief or designee. The basic pay period 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, LEAVE DONATION

- 18.1 All full-time Fire/Rescue Department 24-hour shift 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 All full time Fire Prevention Department employees who have been continuously employed for the following periods and who have either worked or have been on paid leave, or on the payroll for injury shall accrue annual leave with pay as follows:

SERVICE LENGTH OF CONTINUOUS

0 - 4	years = 11 hours per month
5-14	years = 13 hours per month
15-19	years = 17 hours per month
20-plus	years = 21 hours per month

All employees hired after October 1, 2001, shall accrue leave in accordance with the County's Personnel Policies and Procedures.

- 18.3 For the purpose of this Article, for 56-hour per week employees, one (1) day equals twenty-four (24) hours. For 40-hour per week employees, one (1) day equals eight (8) 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 five (5) employees ~~plus a Captain~~ may be off on vacation, annual, personal, or bonus leave per shift except for holidays. This leave will be automatically approved. The Fire Chief may increase the number of employees off.
- 18.6 In October of each year, employees can submit a request for vacation of up to fourteen (14) days for the following calendar year. This leave will be automatically approved by seniority. All other leave will be on a first come/first served basis.
- 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 Fire Chief or his designee.
- 18.8 All Employees of the Fire/Rescue Department shall be permitted to accrue up to one thousand two hundred (1200) hours which equates to fifty (50) 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 one thousand two hundred (1200) hours accrued as of September 30th of each year. Said payment shall be in the first payday in December.

ARTICLE 19

HOLIDAYS and BONUS LEAVE

19.1 The following are Holidays under this Agreement:

New Years Day	January 1
M. L. King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Good Friday	Friday preceding Easter
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day After Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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. Employees who work on said holiday (s) will be paid 1-1/2 times their rate of pay for twelve (12) hours.

19.3 Employees of the Fire Prevention Department shall receive sixteen (16) hours of Personal leave each fiscal year. All employees hired after October 1, 2001, shall accrue leave in accordance with the County's Personnel Policies and Procedures.

19.4 Should an employee be transferred from a 24-hour shift work schedule to a 40-hour workweek, any hours of accrued leave shall be computed by multiplying by the conversion factor .66667 (80/120). If an employee is transferred from a 40-hour workweek to a 24-hour shift work schedule, any hours of accrued leave shall be computed by multiplying by the conversion factor 1.5 (120/80).

- 19.5 Employees covered by this agreement who work any consecutive six (6) month period without using any Sick Leave will receive two (2) bonus days; to be taken within six months of earning, any unused bonus leave at the completion of the six month period shall be forfeited.
- 19.6 Employees covered by this agreement shall receive one (1) Personal Leave Day each fiscal year. Any unused personal leave on September 30th of each year shall be forfeited.

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.

ARTICLE 21

CIVIL LEAVE

- 21.1 The language in effect in the County's policy and procedures concerning civil leave at the time this Agreement is jointly executed shall remain in effect during the duration of this Agreement.

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 Department Employees covered by this Agreement 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 for 24-hour shift employees and thirty-two (32) for forty (40) hour employees and shall not be charged to Annual, Sick, Personal, or Bonus leave. Requests for time off shall be submitted in writing to the Shift Commander or designee. The Fire Chief or designee 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 Department Employees covered by this Agreement 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 Fire Chief or designee may approve longer hours if travel or extenuating circumstances deem it necessary.

ARTICLE 24

OVERTIME

- 24.1 In the event that a need for overtime occurs in the Fire/Rescue Department, overtime is provided for members of the bargaining unit at the discretion of the Fire Chief 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. When overtime is worked, it will be paid in the fourteen (14) day cycle.
- 24.2 New Employees on probation will not be eligible for overtime until thirty (30) days from their date of employment.
- 24.3 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.
- 24.4 Employees of the bargaining unit shall have overtime hours distributed by a rotating list. The process by which overtime is assigned shall be agreed upon by management and labor, prior to implementation. This process shall be addressed in NCFR Rules and Regulations, Overtime Appendix, and reviewed annually or as needed.
- 24.5 Fire Prevention Department Employee(s) covered by this agreement shall be paid at the rate of one and one-half (1/-1/2) times their regular rate of pay for overtime.
- 24.6 Bereavement time limited to the first twenty-four (24) hours and schools and special assignments assigned by the County will be considered hours worked for the purpose of calculating overtime.

ARTICLE 25

LONGEVITY PAY

- 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 Policies and Procedures under Seniority Pay.

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 Fire Chief.
- 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.

- 8 Department T Shirts
- 2 Dress Shirts (except for the rank of Captain, which shall receive four (4))
- 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- males; Ribbon style- Females
- 1 Work Jacket with Liner
- 1 Department Ball cap with Department logo
- 1 pair work boots

The Employee shall maintain uniforms in a neat and clean condition at all times. The Uniform of the Day for the ranks of Firefighter through Captain shall be the department issued t-shirt, work trousers/shorts, and work boots/shoes; unless special events require otherwise.

- 26.4 All Fire/Rescue Department 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. Equipment required to be carried in an Employee's bunker gear will also be issued.
- 26.5 Upon his/her time of service retirement, an Employee who has been issued a helmet shall be entitled to keep same without charge.
- 26.6 Employees will be able to keep their badges provided they are promoted and resign or retire in good standing.

ARTICLE 27

EDUCATIONAL ASSISTANCE PROGRAM

- 27.1 It is the policy of the County to make available to employees the opportunity for training, development, and advancement consistent with the individual's ability, performance, budgetary limitations, and requirements of the County. Fire/Rescue Department employees shall be reimbursed for any cost for tuition, books, and fees upon successful completion of job-related courses offered by the Florida State Fire College or any accredited institution. Reimbursed books will become the property of Nassau County Fire Rescue. Reimbursement will only be approved if the book is not available at Fire Rescue Headquarters. Employees shall also be reimbursed for courses necessary for completing any job related degree program. Approved degree programs for reimbursement are EMS, Fire Science, Public Administration, Business Management, Nursing, Emergency Management, and any degree program approved by the Fire Chief and/or County Coordinator. Reimbursement for general education courses required to complete an approved degree program, shall be reimbursed upon successful completion of said degree. Employees are eligible for reimbursement for six (6) credit hours per semester, per fiscal year. The cost for any additional hours carried during a semester shall be the responsibility of the Employee. Fire/Rescue Department employees shall also be reimbursed for any courses required for re-certification 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. All room and board reimbursements will be for the assigned locations only. No locations outside the State of Florida will be reimbursed without prior approval of the Fire Chief.
- 27.2 Employees must submit transcripts, grade reports, or certifications, as well as, receipt of payment to receive reimbursement. The County will not reimburse employees who have courses paid by other means.
- 27.3 Fire/Rescue Department employee's who have successfully acquired an approved two (2) year degree shall receive a \$0.4120 per hour pay differential. The hourly amounts may be higher due to overtime, holidays, or the Garcia cycle.
- 27.4 The Department shall provide all Continuing Education Units (CEU's) and re-certifications needed to maintain their Paramedic or EMT license. These classes shall be provided to the Employee while on duty or the County shall pay the Employee their hourly rate for attending classes while off-duty. Any eligible Employee desiring to go to outside sources must have prior approval from the

Fire Chief. The Employer shall pay for all State fees for re-certification.

- 27.5 Employees who desire to enroll in a Paramedic program will be reimbursed for this course only if they have prior approval from the Fire Chief and have passed the State Boards.
- 27.6 Fire/Rescue Department employee's who have successfully acquired an approved four (4) year degree shall receive a \$0.6181 per hour pay differential. The hourly amounts may be higher due to overtime, holidays, or the Garcia cycle.
- 27.7 An employee who has availed himself/herself of the reimbursement under this article, who terminates his/her employment for any reason, other than reaching retirement, and prior to completing twelve (12) months with the county after receiving the reimbursement for the course(s) shall repay the county the total amount he/she received for the course(s). Should the employee terminate his/her employment prior to completing twenty-four (24) months, he/she will repay fifty (50%).

ARTICLE 28

STATION EQUIPMENT

- 28.1 All County-owned Fire/Rescue stations that house full-time Employees shall be equipped with at least a microwave, refrigerator-freezer, and a stove with an oven. Desktop computer with internet access may be provided by the Clerk if available. The County shall also provide usable living area (per number of assigned personnel), and kitchen/eating utensils (including pots, pans, and dishware). The County shall provide and maintain each station with a clothes washing machine and clothes dryer.

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 ninety (90) days of employment. The Employee shall have the responsibility of notifying the Shift Commander 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, immediate family is 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 Fire Chief or his designee prior to use.
- 30.2 All Fire/Rescue Department 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) hour per week Employees assigned to the Fire Prevention Department shall receive sixteen (16) hours sick leave per month. All employees hired after October 1, 2001, shall accrue leave in accordance with the County Personal Policies and Procedures.
- 30.4 All Fire/Rescue Department 24-hour shift 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 (6) months from the date earned, or forfeited.
- 30.5 All forty (40) hour per week Employees that do not use sick leave for a period of six (6) consecutive months shall receive thirty-two (32) hours of bonus leave. Said leave shall be taken within six (6) months from the date earned, or will be forfeited. All employees hired after October 1, 2001, shall accrue leave in accordance with the County Personal Policies and Procedures.

30.6 All twenty-four (24) hour Employees of the Fire/Rescue Division Department shall be permitted to accrue up to two thousand one hundred sixty (2160) hours which equates to ninety (90) days. Any employee who has accumulated the maximum of unused sick leave in one (1) year, shall forfeit any unused sick leave above the ninety (90) days December 31st of each year.

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. Employees hired on or after the 08-09 contract ratification date shall contribute towards health insurance benefits in accordance with the County's Personnel Policies and Procedures.
- 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 Employee's Beneficiary shall receive said compensation.
- 31.5 Any Employee who is separated from the County due to resignation, with two (2) weeks' notice, 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 Employee's leave account shall be paid at separation or the next pay period. In the event that such separation is caused by death, the Employee's 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 physicals shall have mandatory participation and be given by Nassau County's contracted physicians; said physical shall consist of at least the following items:
1. Blood Tests (SMAC 24 with Lipid profile)
 - A. PSA Test for male Employees 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 every two (2) years; unless examining physician or employee requests yearly.
 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 encouraged to engage in activity that improves their fitness level. Fitness activity may 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.

ARTICLE 37

APPENDICES AND AMENDMENTS

- 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.

ARTICLE 38

TRANSFER PAY

- 38.1 Twenty-four (24) hour shift employees of the Fire Rescue Department that are transferred, for any reason to another station, other than their regular duty station, will be paid a flat rate of ten dollars (\$10.00) 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 Florida Statutes, Section 447.209. It is the right of the public employer to determine unilaterally the purpose of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for the proper cause, and relieve its employees from duty because of the lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees of their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulations.

ARTICLE 40

PAYROLL DEDUCTION

- 40.1 The Employer agrees to payroll deduct, direct deposit, 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

PERSONNEL RECORDS

- 41.1 Adverse comments may not be placed in the Employee's personnel files without the Employee's being advised and acknowledging the document in writing or having the document witnessed as to the Employee's refusal to sign the document. Employees shall have the right to copies of any adverse materials placed in their personnel file and to provide a response. This response shall be made in writing and shall be contained in the Employee's personnel file along with the adverse material.

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 for which they are qualified in accordance with Article 11 above, he/she 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.
- 42.3 Employees working in a lower classification will receive their original rate of pay and shall not suffer any loss of pay as a result of such reassignment.
- 42.4 No employee shall be placed in a position of being "in charge" who does not meet the minimum qualifications as defined in Article 11, and who is on probationary status.

ARTICLE 43

CALL BACK PAY

- 43.1 When an Employee covered by this Agreement is called back to duty at a time when they are off shift or reports to work for overtime and is not utilized, the Employee shall be paid at one and one-half (1-1/2) times their regular rate of pay for a minimum of three (3) hours.

ARTICLE 44


DURATION OF AGREEMENT

- 44.1 This Agreement will be in full force and effect as of October 1, 20~~1008~~, and shall remain in full force and effect until September 30, 201~~24~~. Renegotiating of wages under article 16.2 shall not be until the fiscal year 201~~24~~-201~~32~~ contract negotiations.
- 44.2 Either Party of this Agreement shall be allowed two (2) articles per fiscal year and any article(s) mutually agreed upon for negotiations during the term of this Agreement.
- 44.3 This Agreement shall remain in effect during any negotiations and shall remain in full force and effect until such time as a new Agreement is reached.
- 44.4 This signed Agreement replaces and super~~se~~des all past Agreements.


IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated herein.



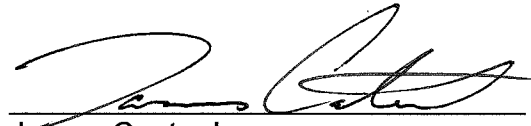
~~Edward Sealover~~ Ted Selby
County Coordinator Manager




Matthew Waggoner
UNION PRESIDENT




David Hallman,
County Attorney



James Casteel
UNION 1st VICE-PRESIDENT



~~CHUCK COOPER~~ James S. Young
Fire Chief CHIEF



Stephen Johnson
UNION SECRETARY/TREASURER

(Signatures continue on next page)

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Michael H. Boyle

Michael H. Boyle
Its: Chairman

as to signature only
ATTEST: *John A. Crawford*

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

[Signature]
EBK
9/22/10