

RESOLUTION NO. 2018-____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF COLLECTIVE BARGAINING AGREEMENTS FOR SUPERVISORY UNIT AND RANK AND FILE BETWEEN THE ST. JOHNS COUNTY PROFESSIONAL FIREFIGHTERS AND PARAMEDICS IAFF, LOCAL #3865 AND ST. JOHNS COUNTY, AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, THE COUNTY ADMINISTRATOR, AND THE FIRE CHIEF TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENTS ON BEHALF OF THE COUNTY.

WHEREAS, St. Johns County and St. Johns County Firefighters and Paramedics, IAFF Local #3865 (“Local #3865”) currently have in place and have been operating under collective bargaining agreements for supervisory units and rank and file, the terms of which end after midnight the last day of September 2018; and

WHEREAS, Local #3865 is the legal bargaining agent for its members; and

WHEREAS, the County and Local #3865 have negotiated new collective bargaining agreements for the supervisory units and rank and file for the time period from October 1, 2018 through the last day of September 2021, and wish to formalize their agreements in writing in substantially the form and format of the Collective Bargaining Agreements attached as Exhibit A hereto and incorporated herein; and

WHEREAS, the intent and purpose of the County and Local #3865 is to enter into the Collective Bargaining Agreements covering rates of pay, wages, hours of employment, and other conditions of employment, to increase the efficiency and productivity of employees in the bargaining unit, to ensure that the County retains the right to operate the County government effectively in a responsible and efficient manner, and to provide for prompt and fair settlement of grievances without any interruption of or other interferences with the operation of the Fire/Rescue Department; and

WHEREAS, the County and Local #3865 recognize and agree that the health and safety concerns of the citizens of the County dictate that the best service possible is expected from the County and from all bargaining unit employees at all times; and

WHEREAS, the County has reviewed the Collective Bargaining Agreements and determined that accepting the terms of, and executing, the Collective Bargaining Agreements provides a benefit and is in the best interest of the County and the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves of the terms, provisions, conditions, and requirements of the Collective Bargaining Agreements for Supervisory Unit and Rank and File with St. Johns County Firefighters and Paramedics, IAFF Local #3865, and authorizes the Chair of the Board of County Commissioners of St. Johns County, the County Administrator, and the Fire Chief to execute the Collective Bargaining Agreements on behalf of the County in substantially the same form and format as attached hereto.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this ____ day of September, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk



COLLECTIVE BARGAINING AGREEMENT

**St. Johns County
Professional Firefighters and Paramedics
IAFF, Local #3865
Supervisory Unit
and
St. Johns County
Board of County Commissioners**

2018 - 2021

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PREAMBLE

This Agreement made and entered into this _____ () day of September 2018, by and between the St. Johns County Board of County Commissioners, hereinafter referred to as the County or Board and the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, hereinafter referred to as the Union.

WITNESS TO:

WHEREAS, it is the intent and purpose of the parties to set forth herein their Agreement covering rates of pay, wages, hours of employment, and other conditions of employment, to increase the efficiency and productivity of employees in the bargaining unit, to ensure that the County retains the right to operate the County government effectively in a responsible and efficient manner, to provide for prompt and fair settlement of grievances without any interruption of or other interferences with the operation of the Fire/Rescue Department (hereinafter the Department); and

WHEREAS, the parties recognize and agree that the health and safety concerns of the citizens of the County dictate that the best service possible is expected from the County and from all bargaining unit employees at all times;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree that their objective is for the good and welfare of the County and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The County and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1

RECOGNITION

Section 1.1 The County recognizes the Union as the sole and exclusive bargaining agent, for purposes of establishing wages, hours, terms and conditions of employment for all regular full-time employees (those employees regularly scheduled to work more than thirty (30) hours per week in the classifications of Firefighter/Battalion Chief and Firefighter/Captain and excludes all other positions within the Department.

The above-described bargaining unit covered by this Agreement was certified by the Public Employees Relations Commission on December 28, 2010, under Certification No. 1753. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized.

All references to employees in the male gender of this Agreement are used for convenience only and should be interpreted to include both male and female.

ARTICLE 2

UNION REPRESENTATIVES

Section 2.1 The Union will provide the County the names and titles of its current officers and representatives in writing. Any time there is a change the Union will provide the County in writing notice of such change within fourteen (14) business days.

ARTICLE 3

UNION ACTIVITIES

Section 3.1 Bargaining unit employees shall have the right to form, join, and participate in or to refrain from joining or participating in the Union. Bargaining unit employees shall also have the right to engage in concerted activities not prohibited by law. Furthermore, bargaining unit employees shall have the right to refrain from engaging in such activities.

Section 3.2 With the approval of the Fire Chief or his designee, bargaining unit employees shall be allowed to engage in charitable activities while on duty.

Section 3.3 On duty members may participate in Union functions, so long as it does not interfere with department operations and is approved by the Fire Chief or his designee.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 Except as otherwise specifically limited in this Agreement, the County has the sole and exclusive right to exercise all rights and functions of management.

Section 4.2 These powers include but are not limited to:

- a) To determine unilaterally the purpose of the Department.
- b) To set standards of services to be offered to the public by the Department.
- c) To exercise control and discretion over the Department's organization and operations.
- d) To select and direct employees.
- e) To take disciplinary action against employees for proper cause.
- f) To relieve employees from duty because of lack of work, lack of funds or for other legitimate reasons.
- g) To determine the size of the Department.
- h) To take steps necessary, consistent with the terms of this Agreement, to accommodate a qualified applicant or employee with a disability.
- i) To assign and reassign employees to perform tasks that are within the scope of basic employment duties they are hired to perform.
- j) To determine the number, location and type of its operations, functions and services.
- k) To discontinue the conduct of any operation, function or service, in whole or in part.
- l) To abolish job classifications and to create new job classifications.
- m) To subcontract its services.
- n) To establish rules and regulations, operating procedures and guidelines, and safety regulations.

Section 4.3 The County's failure to exercise any right hereby reserved to it, or its exercising of any right in a particular way, shall not be deemed a waiver of its right to exercise such right, nor preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 4.4 If in the sole discretion of the Board or County Administrator it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, hurricane conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Board or County Administrator during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise and be declared by the Board, the Fire Chief or his designee shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Board or County Administrator shall follow up said advice in writing as soon thereafter as is practical and shall forward said written notice to the President of the Union.

Section 4.5 The exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement in force, with the exception of such provisions suspended during a declared emergency.

ARTICLE 5

PAYROLL DEDUCTION OF DUES

Section 5.1 Upon receipt of a written authorization from an employee in the form set forth in Appendix A, the County will deduct from the employee's pay the amount the employee owes the Union for dues and other assessments. This provision will provide for bi-weekly deductions. The County will remit the amount deducted to the Union within thirty (30) calendar days. The Union will certify changes in the Union membership dues rate by notifying the County in writing at least thirty (30) calendar days in advance of the effective date of such change. The Union's certification will include the signature of the authorized officer or officers of the Union. The County's remittance will be deemed correct if the Union does not notify the County within fourteen (14) calendar days after a remittance is received that the Union believes the remittance is incorrect and the reason for that belief.

Section 5.2 Upon receipt of a written authorization from an employee in the form set forth in Appendix C, the County will deduct from the employee's pay the amount the employee owes the Union for Benevolent Fund Dues. This provision will provide for bi-weekly deductions added with the Union dues and other assessments deduction. The County will remit the amount deducted to the Union within thirty (30) calendar days. The Union will certify changes in the Benevolent Fund dues rate by notifying the County in writing at least thirty (30) calendar days in advance of the effective date of such change. The Union's certification will include the signature of the authorized officer or officers of the Union. The County's remittance will be deemed correct if the Union does not notify the County within fourteen (14) calendar days after a remittance is received that the Union believes the remittance is incorrect and the reason for that belief.

Section 5.3 No deduction will be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be deducted. The County will not be responsible for refunds to the employee if the employee has duplicated a check-off deduction by direct payment to the Union. An employee may revoke his authorization for Union dues deduction by filling out the Authorization for Revocation of Union Dues form (Appendix B). The deduction of Union dues will be revoked within thirty (30) calendar days following receipt of the written notice by both the County and Local #3865 and will be processed on the next effective pay period. An employee may also revoke his authorization for Benevolent Fund Dues deduction by filling out the Authorization for Revocation of Benevolent Fund Dues form (Appendix D). The deduction of dues will be revoked within thirty (30) calendar days following receipt of the written notice by both the County and Local #3865 and will be processed on the next effective pay period.

Section 5.4 The Union will indemnify, defend, and hold the County harmless against any claim made and against any suit instituted against the County on account of any deduction for Union dues or Benevolent Fund dues.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 For the purpose of this Agreement, a grievance is defined as a claim or complaint that a bargaining unit employee or group of employees may have that the County has violated a provision of this Agreement. A Grievant is defined as an employee, group of employees collectively or the Union who has filed a grievance.

Section 6.2 A grievance may be taken up during the working time of the Grievant upon approval of the Administrator on Call as long as it does not impinge upon emergency situations or job duties. A “business day” as referred to in this article is defined as Monday through Friday excluding holidays as approved by the Board.

Section 6.3 All grievances must be reduced to writing into the format of either electronic mail or a written document and must be signed by the Grievant(s). The first attempt will be via electronic mail using the County’s email system as the designation point, but in the event where electronic mail cannot be utilized, the grievance will be reduced to writing and presented in person in accordance with section 6.4. The department officer receiving the grievance will provide a receipt of notification, preferably via electronic mail using the County’s email system as the designation point, to the Grievant or in the case of a group grievance the individual presenting the grievance. In the case of a Union grievance the Union officer who filed the grievance will be notified. The County shall notify the Union President or designee of the grievance.

In the event the County’s electronic mail is not available then the Grievant will be notified via a telephone call within two (2) business days from receipt of written grievance. If the grievance is filed on a weekend or on a County holiday, the time line will not start until the next business day after the grievance was presented. All grievances must contain the following information:

1. The specific Article(s) and Section(s) of the Agreement alleged to have been violated by the County;
2. A statement of the grievance, giving a description of the facts, dates and times of the events involved in the alleged violation, and the specific remedy desired by the Grievant;
3. If the grievance is filed via electronic mail using the County’s email system as the designation point, the sender (author) of the electronic mail shall be deemed to have met the signature requirements of section 6.3. All Union grievances must be emailed from a Union officer and carbon copied to a second Union officer, and then sent to the Administrator on Call, to meet the electronic signature requirements.

Failure of the Grievant to comply with the requirements of this section shall result in the County having to take no further action on the grievance.

Section 6.4 All grievances shall be processed in accordance with the following procedure. All responses from either the Grievant or Administration shall be made in writing and all parties involved, including the Union, shall be notified by email that a response has been sent.

Step 1 The Grievant shall present the grievance to the department officer designated as Administrator on Call within seven (7) business days of the time the employee(s) or the Union knew or should have known of the alleged violation of the Agreement. The Administrator on Call who initially received the grievance should discuss and make an effort to resolve all legitimate grievances with fairness and justice for both the Grievant and the County. The Administrator on Call who initially received the grievance shall notify the Grievant, and the Union, of the Department's decision within seven (7) business days from the date the grievance was presented. In the event the Administrator on Call is not designated, the grievance should be presented to the Fire Chief or his designee.

Step 2 If the grievance is not settled at the first step, the Grievant within seven (7) business days from the date of notification of decision from the Administrator on Call who initially received the grievance shall present the written grievance to the County Administrator or his designee. The County Administrator or his designee shall review the alleged grievance and shall within twenty (20) business days of receipt of the written grievance conduct a meeting with the Grievant and a Union representative. The County Administrator or his designee shall notify the Grievant, and the Union, in writing of his decision no later than fifteen (15) business days subsequent to the date the meeting was held by the County Administrator or his designee.

Step 3 If a grievance, as defined in this Article, has not been satisfactorily resolved within the Grievance Procedure, the Union may request arbitration by placing the request for arbitration in writing to the St. Johns County Personnel Services Director no later than fourteen (14) business days from the date of the County Administrator's or designee's decision.

Section 6.5 Whenever the Union requests arbitration in accordance with the provisions of Section 6.4, the parties shall attempt to agree upon an impartial individual to act as arbitrator within fourteen (14) business days following appeal to arbitration. If an impartial individual cannot be mutually agreed upon within fourteen (14) business days following appeal to arbitration, the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (the party seeking arbitration shall make the first strike) until the last name on the list is reached.

Section 6.6 The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement.

Section 6.7 There shall be no appeal from the Arbitrator's decision unless allowed by law; it shall be final and binding on the Union and on all bargaining unit employees and on the County provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction and authority, or is not in violation of public policy. The authority and responsibility of the County, as provided by Federal and/or Florida law, shall not be usurped in any matter.

Section 6.8 The Arbitrator will divide the cost of his services between the parties. Each side will pay its own representative and witnesses. Either side desiring a transcript will pay for it.

Section 6.9 It is the mutual desire of the County and the Union that grievances shall be addressed as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance, is received, shall not be counted. Failure of the County to observe the time limits for any step in the grievance procedure without a mutually agreed upon written extension of time shall entitle the Grievant to advance the grievance to the next step. Failure of the Grievant to observe the time limits for any step in the grievance procedure without a mutually agreed upon written extension of time shall entitle the County to dismiss the grievance.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1 The basic work period for bargaining unit employees in certain classifications will consist of a fourteen (14) day work period, and the tour of duty will be twenty-four (24) hours on and forty-eight (48) hours off.

For example:

Mon	Tue	Wed	Thurs	Fri	Sat	Sun
[1]	2	3	[4]	5	6	[7]
8	9	[10]	11	12	[13]	14
15	[16]	17	18	[19]	20	21
[22]	23	24	[25]	26	27	[28]

[] = 24 on duty

Battalion Chief

As exempt employees, Battalion Chiefs will be paid an annual salary. The regular Battalion Chief schedule is an average of one hundred and twelve (112) hours in a fourteen (14) day work period. As salaried, exempt employees, Battalion Chiefs are ineligible for eta pay for any additional hours worked beyond their regular schedule. The Union acknowledges that the hours of work and work schedules of Battalion Chiefs are subject to change and any such changes will not result in additional compensation.

Captain

Hours worked in an amount less than or equal to one hundred and six (106) in a fourteen (14) day work period which are assigned by the County shall be compensated at the regular hourly rate of pay. Hours worked in excess of one hundred and six (106) in a fourteen (14) day work period which are assigned by the County shall be compensated at time and one-half (1½ times) the employee's regular rate of pay.

Section 7.2 The basic work period for bargaining unit employees in certain classifications will consist of a forty (40) hour, seven (7) day work period. Hours worked in excess of forty (40) hours in the seven (7) day work period will entitle the employee to overtime. Overtime shall be compensated at the rate of time and one-half (1½ times) the employee's regular rate of pay.

Section 7.3 Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due an employee only the hours actually worked shall be counted. Paid holidays, paid leave, and other premium payments under this

Agreement shall not be included as hours worked for purposes of overtime payment unless dictated by applicable law. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

Section 7.4 Should an employee voluntarily switch shifts with another employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the County in the calculation of the hours for which the employee is entitled to overtime compensation unless dictated by applicable law. All such trading shall be in accordance with policy and this Agreement.

Section 7.5 It is understood that the County has the right to schedule overtime work as needed, and in a manner most advantageous to the County. Whenever practical an overtime roster system will be used when assigning overtime work.

Section 7.6 All employees covered by this Agreement shall be required to report to work on time, shall not leave the job until relieved, and shall be prompt in reporting to their assigned duties.

Section 7.7 The shifts, workdays and hours which employees are assigned shall be stated on the departmental work schedule. Employees covered by this Agreement shall be given notice as far in advance as is reasonably practicable of any change in their regular duty assignment.

Section 7.8 A Captain called back to work after having been relieved and having left the assigned work station or called in before his regular scheduled work time shall be paid the actual time worked at the appropriate rate, but shall receive a minimum of two (2) hour's pay. A Captain who accepts an Extra Duty assignment that is cancelled or reduced in time within twenty (20) hours of the start time shall be paid the actual time worked at the appropriate rate, but shall receive a minimum of two (2) hour's pay.

Section 7.9 A Captain who is selected for mandatory overtime shall be compensated at time and one-half (1½ times) the employee's regular rate of pay, whether or not the one hundred and six (106) hour FLSA threshold for overtime has been met.

Section 7.10 The parties agree that the current practice of using a rotation list to distribute overtime is accepted, along with current guidelines.

Section 7.11 The parties agree to use the electronic scheduling program to facilitate the distribution of overtime.

ARTICLE 8

PROBATIONARY PERIOD

Section 8.1 Any employee who is promoted shall be considered as a promotional probationary employee, and must successfully complete a promotional probationary period before being regularly appointed to the new or related position classification.

Section 8.2 The probationary period for promotional probationary employees shall be six (6) months of continuous, uninterrupted employment.

Section 8.3 If the promotional probationary employee fails to demonstrate that he can completely perform the job within the promotional probationary period, the County will determine if the employee will receive a one-time extension of the probationary period up to an additional six (6) months or return the employee to his former position classification, without any loss of Department or Time in Position seniority.

Section 8.4 *Reversions:* An employee who has been demoted by administrative action or who voluntarily steps down while under investigation shall be considered as a probationary employee and must successfully complete a probationary period of one (1) year. The employee's Department seniority will remain the same and his Time in Position seniority will be adjusted back to the seniority the employee had just prior to his promotion.

Section 8.5 *Administration Reversions:* An employee who has been promoted out of the Collective Bargaining Unit can return to his prior rank if a position is available. The employee's Department seniority will remain the same and his Time in Position seniority will be adjusted back to the seniority the employee had just prior to his promotion.

ARTICLE 9

PROMOTION

Section 9.1 A promotional board will be established on October 1 every odd year for the purpose of creating promotion list(s) and developing testing standards to ensure the same criteria and standardized format are used for scoring each applicant. The Promotional Board shall serve for two (2) years and shall consist of the following representatives: Department Administration (1), Personnel Services Department (1), and a Union Representative chosen by the Union (1).

Section 9.2 There will be a separate promotional test administered for Captain and Battalion Chief, with separate promotion lists created in accordance with section 9.8.

The following minimum requirements shall be met prior to being eligible to sit for a promotional exam. To be eligible to take a promotional exam, the applicant must currently occupy the position one rank below the rank he is testing for. The person in the position of one rank below must also have served in the role of an operational officer within the operations section on a suppression or rescue apparatus.

Captain

1. Five (5) years progressive, responsible experience in an emergency services agency, including three (3) continuous years of service in the position of Lieutenant-Fire Rescue with St. Johns County Fire Rescue
2. Two (2) year degree preferred
3. Florida Firefighting Certificate of Compliance
4. Florida State certified Paramedic
5. Florida State certified Fire Officer I
6. Florida Forestry Service S-215

Battalion Chief

1. Six (6) years progressive, responsible experience in an emergency services agency, including three (3) continuous years of service in the position of Captain-Fire Rescue with St. Johns County Fire Rescue
2. Four (4) year degree preferred
3. Florida Firefighting Certificate of Compliance
4. Florida State certified Paramedic
5. Florida State certified Fire Officer I
6. Florida Forestry Service S-330

Section 9.3 Promotional examinations for Captain shall be administered by the Department and scored using the following criteria:

1. 25% Written Essay Test (using a grading rubric) (not to exceed five (5) questions)
1. 50% Skills Assessment (Minimum of two)
2. 25% Oral Interview Board

The below bonus points shall only be applied after the individual has passed all components with a combined score of seventy-five percent (75%) or better. In regards to numbers 4, 5 and 6 below only the highest educational degree shall be counted.

1. .5 point for each year of service in the position of Lieutenant with the Department up to a maximum of five (5) points
2. .5 point for each year of service with the Department up to a maximum of five (5) points
3. Three (3) points shall be awarded for Florida Fire Service Instructor
4. Two (2) points shall be awarded for a two (2) year degree
5. Four (4) points shall be awarded for a four (4) year degree
6. Five (5) points shall be awarded for a Master's degree in a related field

Veteran's preference will be applied in accordance with applicable law.

Written Reprimands that are documented in an employee's file within three-hundred and sixty-five (365) days, from the test date to the date of the incident, shall result in a five (5) point deduction per reprimand to the total score after bonus points are applied.

Section 9.4 Promotional examinations for Battalion Chief shall be administered by the Department and scored using the following criteria:

1. 50% Written Essay Test (using a grading rubric) (not to exceed five (5) questions)
2. 50% Oral Interview Board

The below bonus points shall only be applied after the individual has passed all components with a combined score of seventy-five percent (75%) or better. In regards to numbers 4, 5, and 6 below only the highest educational degree shall be counted.

1. .5 point for each year of service in the position of Captain with the Department up to a maximum of seven (7) points
2. Three (3) points shall be awarded for Florida Fire Service Instructor
3. Two (2) points shall be awarded for a two (2) year degree
4. Four (4) points shall be awarded for a four (4) year degree
5. Five (5) points shall be awarded for a Master's degree in a related field

Written Reprimands that are documented in an employee's file within the last three-hundred and sixty-five (365) days, from the test date to the date of the incident, shall result in a five (5) point deduction per reprimand to the total score after bonus points are applied.

Veteran's preference shall be applied in accordance with applicable law.

The passing grade for all promotional examinations shall be seventy-five percent (75%) without any bonus points applied.

Section 9.5 Announcements for Captain and Battalion Chief promotional tests will be made at least forty-five (45) days in advance of the tests date. The following shall be submitted electronically through the County's Online Application System (OAS):

- a. Letter of intent
- b. Resume
- c. Certificates and any other items as stated in the requirements of the testing notice

The letter of intent must be submitted electronically through the OAS thirty (30) business days prior to the test date. All other application materials must be submitted electronically through the OAS fourteen (14) business days prior to the test date. The Department shall provide each applicant a list of all suggested study materials and all departmental SOP's, SOG's, MSOP's and CBA's for each promotional exam as determined by the Promotional Board. Once the promotional test is announced, the testing material shall not be changed or amended. If an update occurs to the department SOP's, SOG's, MSOP's or CBA's after a promotional test is announced, then the SOP's, SOG's, MSOP's and CBA's that were in effect at the time of test announcement shall be used to generate the tests. The skills assessments may consist of material from the SOP's, SOG's, CBA's, and County Administrative Code - Personnel Section. The Oral Interview will not consist of questions from the SOP's, SOG's, MSOP's, and CBA's.

Section 9.6 The duration of the promotional eligibility list shall be for a two (2) year period from the date the list is announced or until the list is exhausted. A new test date shall be announced within forty-five (45) days of the list expiring or being exhausted, and shall be held within one hundred-eighty (180) days of the announcement.

Section 9.7 Special Assignment (a Special Assignment means appointment to a job position in the Department, not the awarding of incentive pay for performing additional duties in a current position) Designation selections shall be determined by the Committee which shall consist of the following: two (2) Department Representatives as chosen by Administration, two (2) Union Representatives as chosen by the Union and one (1) Personnel Services representative. The committee shall use the following criteria:

1. Meet the eligibility requirements as set forth in the job posting.
2. The following shall be submitted electronically through the County's Online Application System (OAS):
 - a. Letter of intent
 - b. Resume
 - c. Any other items as stated in the requirements of the job posting
3. 100% interview

The following are the minimum requirements for Captain and/or Battalion Chief in Marine Rescue and Administration positions:

Marine Rescue

1. Associate's Degree or higher in fire science, EMS, public administration or related field preferred
2. Current Captain or on current Captain's eligibility list preferred
3. Lifeguard and Lifeguard instructor certification from a nationally recognized certifying agency
4. Current designation as a department Marine Specialist/Technician
5. Must have successfully completed USLA Open Water Lifeguard course and meet the requirements of USLA instructor within one (1) year of position acceptance
6. Must have Open Water Diver certification issued by a nationally recognized certifying agency
7. Pass USLA swim requirement annually
8. Obtain CPR Instructor credential within six (6) months from position acceptance

Administration

1. Associates Degree or higher in fire science, EMS, public administration or related field preferred
2. Current Captain or on current Captain's eligibility list preferred
3. Must be eligible for Instructor I, II or III certification within one (1) year of position acceptance
4. Basic life Support and Advanced Cardiac Life Support certification; instructor credentials preferred

Reversions: An employee who has been promoted to Captain in a special assignment position from a rank other than Captain or from the Captain's promotional list may return to operations if a position is available. In such instance, the employee will return to the rank from which they were promoted and may test for any position for which they meet the qualifications. A Lieutenant promoted to a Captain in a special assignment position may test as part of the Captain's promotional process while in the special assignment position.

Section 9.8 All persons with a passing score shall be ranked on a promotional list by name in numeric order. The person attaining the highest score ranked first, the next highest ranked second, etc. Promotions will be made from the rankings on the promotional list beginning with the top ranking and proceeding in numeric order. Any person offered a promotion, based on their top ranking on the promotional list, who declines to accept the promotion, shall be moved to the bottom of the promotion list for the remaining duration of the list. Any person accepting a promotion will be removed from the promotion list. As the candidates are removed from the list, the numeric number changes to reflect the removal. Example: the person who is numerically number one (1) is removed, the candidate who is number two (2) now changes to number one (1), and the list is updated numerically.

Section 9.9 If for any unforeseen circumstances, the candidate who is in the number one (1) position on the promotion list is no longer qualified for the position, the Promotional Board, at the request of the Fire Chief, shall be reconvened to examine the change in the candidates' qualifications. If the Promotional Board determines the candidate in the number one (1) position on the promotion list does not meet the qualifications for the promotion, the Promotional Board will recommend to the Fire Chief the candidate be (1) removed from the promotion list or (2) be passed over at this time for promotion but retain the number one position. If the Promotional Board determines the candidate in the number one position should not be promoted, the next candidate in the ranking on the promotion list shall be offered the promotion.

Section 9.10 An employee, who has been demoted, by administrative action or voluntarily steps down while under investigation, or voluntarily steps down while subject to disciplinary action, will not be eligible for promotional testing for a period of two (2) years from the date of the demotion.

Section 9.11 In the event of a tie the following sequence shall be used to break the tie.

1. The candidate with the higher time in position seniority shall be ranked higher on the promotion list.
2. The candidate with the higher department seniority shall be ranked higher on the promotion list.
3. The candidate who has the highest combined test score before any bonus points are awarded shall be ranked higher on the promotion list.
4. The candidate who has the highest Oral Interview Board test score shall be ranked higher on the promotion list.

Section 9.12 *Outside Testing Agency:* An outside testing agency may be used as determined by the promotional board.

Section 9.13 *Written Essay Procedure:* The County shall utilize a ~~college-level~~ grading rubric for each section requiring a written essay test using two (2) assessors from the County and/or Department and one (1) assessor from outside the Department. The grading rubric will be provided to the applicant.

Section 9.14 *Skills Testing Procedure:* The Department shall utilize a skills assessment for each section requiring a skills test using a combination of Department staff and assessor(s) from outside the Department grading together.

Section 9.15 *Oral Interview Procedure:* The County shall utilize a board panel assessment for each section requiring an oral interview test. For the Captain's oral interview the panel will consist of two (2) Department Chiefs at the rank of Deputy Chief or higher and one (1) assessor from outside the Department that is a rank of Captain or higher. For the Battalion Chief oral interview the panel will consist of the Fire Chief and a minimum of three (3) Deputy Chiefs or higher from the Department.

Section 9.16 Prior to promotion, the Fire Chief may, at his discretion, convene the Promotional Board to present his request to pass over the candidate in the number one (1) position on the promotion list providing specific reasons. The Promotional Board shall consider the information presented by the Fire Chief and, if they concur, the number one (1) candidate will be passed over at this time for promotion but retain the number one (1) position.

Section 9.17 When a position becomes vacant, excluding approved temporary leave, it will be filled within thirty (30) days from the vacancy using the appropriate promotional list for the rank that is vacant, unless the position is being deleted or the Fire Chief determines not to fill it due to budgetary constraints. The Fire Chief, or his designee, shall inform the Union, upon request, of the budgetary constraints. The candidate selection will be in accordance with section 9.8.

Section 9.18 Any Captain promotional exam announcement currently in effect becomes null and void upon this contract effective date.

Section 9.19 Any Battalion Chief promotional exam announcement currently in effect becomes null and void upon this contract effective date.

ARTICLE 10

HEALTH AND SAFETY

Section 10.1 The parties agree to cooperate in the continuing objective of eliminating safety and health hazards, preventing damage or loss of equipment, promoting safety conscious work habits, and following safety policies and procedures.

Section 10.2 There shall be a Health and Safety Committee as established in the rank and file collective bargaining agreement composed of three (3) members chosen by the County, three (3) bargaining unit employees appointed by Local 3865's Union President selected from the Rank and File Unit and/or the Supervisory Unit, and the County's Risk Manager or designee. The County and the Union will each be able to appoint one (1) Committee member from their respective side who is a permanent seated member of the Committee. Committee members will serve two (2) year assignments with the new appointments made on alternate years; assignments may not be served consecutively unless mutually agreed to by the Fire Chief and the Union President. The Committee will meet regularly and a minimum of five (5) members must be present to hold a meeting.

Section 10.3 The Committee will have the responsibility to perform the following:

1. Monthly review of all injuries, accidents and vehicle damage reports to determine if such situations could have been avoided and make recommendations to Fire Administration on preventing re-occurrence.
2. Provide the Fire Rescue Chief with the findings of facts and recommendations of action warranted taking into account the following information:
 - a. Avoidable Incident
 - b. Disregard for safety procedures
 - c. Involvement of the Public
 - d. Current and environmental conditions surrounding the event
 - e. Gross negligence
 - f. Repeat offenses or incidents
3. Review of current industry trends for health and safety.
4. Promote and disseminate health and safety information to career staff.
5. Review and discuss health and safety information provided by the County Safety Committee.
6. Publish minutes from their meetings and make them available to all stations.

ARTICLE 11

INSURANCE

Section 11.1 The County will continue to pay the cost for insurance coverage to all bargaining unit employees at the same coverage levels as is provided to other County employees. The County shall encourage attendance by the Union at all County Insurance Committee meetings.

Section 11.2 An ad hoc committee as established in the rank and file collective bargaining agreement shall be formed for the sole purpose of investigating, researching, and recommending a Post Employment Health Benefits Program. The committee will consist of two (2) representatives from the County appointed by the County Administrator and two (2) members of the Union appointed by the President of the Union. The committee shall be formed within one month of ratification and shall attempt to meet at least once a quarter. The committee will make a recommendation to the County Administrator and the Union. Once a final recommendation is accepted by the County Administrator and the Union, the committee will automatically dissolve.

ARTICLE 12

VACATION

Section 12.1 Vacation shall be granted to all eligible full-time employees of the bargaining unit who work twenty-four (24) hour shifts and were hired prior to January 1, 1997, on the following basis:

Years of Continuous Service	Length of Vacation
1 year -- less than 3 years	120 hours per year
3 years -- less than 10 years	180 hours per year
10 years -- less than 15 years	240 hours per year
15 years -- less than 20 years	300 hours per year
Over 20 years	360 hours per year

Section 12.2 Vacation shall be granted to eligible full-time employees of the bargaining unit who work twenty-four (24) hour shifts and were hired after January 1, 1997, on the following basis:

Years of Continuous Service	Length of Vacation
1 year -- less than 3 years	120 hours per year
3 years -- less than 10 years	180 hours per year
10 years -- less than 15 years	240 hours per year

Section 12.3 Maximum Vacation Accumulation for twenty-four (24) hour shift employees shall be three-hundred sixty (360) hours. Vacation is credited to the employee on the last day of the pay period, or in the case of separation, on the last day the employee is on the payroll.

Section 12.4 Vacation shall be granted to eligible full-time employees of the bargaining unit who work eight (8) hour shifts and were hired prior to January 1, 1997, on the following basis:

Years of Continuous Service	Length of Vacation
1 year -- less than 3 years	80 hours per year
3 years -- less than 10 years	120 hours per year
10 years -- less than 15 years	160 hours per year
15 years -- less than 20 years	200 hours per year
Over 20 years	240 hours per year

Section 12.5 Vacation shall be granted to eligible full-time employees of the bargaining unit who work eight (8) hour shifts and were hired after January 1, 1997, on the following basis:

Years of Continuous Service	Length of Vacation
1 year -- less than 3 years	80 hours per year
3 years -- less than 10 years	120 hours per year
10 years or more	160 hours per year

Section 12.6 Maximum Vacation Accumulation for forty (40) hour shift employees shall be two-hundred forty (240) hours. Vacation is credited to the employee on the last day of the pay period, or in the case of separation, on the last day the employee is on the payroll.

Section 12.7 *Vacation Eligibility Requirements:* Every employee shall be eligible to take paid vacation after six (6) months employment with the County. However, employees shall start to accumulate vacation credit as of their date of employment. Use of vacation is not authorized prior to the time it is earned and credited to the employee, and may only be used with the prior approval of the Fire Chief.

Section 12.8 *Request for Vacation:* In order to assure the orderly performance and continuity of those services provided by the employees, each employee wishing to schedule a vacation leave should request leave using the Department's electronic scheduling program. In order to better assure that their vacations may be scheduled when they want them, employees should request their vacations as many months in advance as possible but, are not limited to when they request their leave as long as it is done within one (1) hour of the beginning of shift.

Requests for vacation shall be granted upon approval of the Fire Chief or his designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of County service.

Section 12.9 *Separation from Service:* Any employee who is laid off, voluntarily resigns, or retires, shall receive vacation pay for all of his accrued vacation upon his separation up to a maximum of two-hundred forty (240) hours for forty (40) hour employees and three-hundred sixty (360) hours for twenty-four (24) hour shift employees. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last work day of the employee's employment. The employee must have a minimum of six (6) months of service in order to qualify for this payment.

Section 12.10 *Vacation Buyback:* Employees covered by the collective bargaining agreement are eligible for vacation buyback in accordance with the County's policy as outlined in the Administrative Code.

Section 12.11 *Birthday Leave:* Birthday leave will be recognized as a floating twenty-four (24) hour leave day for 24/48 employees and a floating eight (8) hour leave day for forty (40) hour work week employees. This can be taken any time after the birthday has been recognized but must be used within three-hundred and sixty-five (365) calendar days up to and including the birthday.

ARTICLE 13

SENIORITY

Section 13.1 There will be two (2) types of seniority; - Time in Position seniority and Department seniority. Time in Position Seniority will be the amount of continuous time spent in a particular position. Department Seniority will be the amount of continuous time spent in the Fire Rescue Department of the County.

Section 13.2 Continuous service will be considered severed when:

1. An employee resigns or retires; or
2. Is discharged for cause; or
3. Takes an unauthorized Leave of Absence LOA; or
4. Is on lay off more than one (1) year; or
5. Misrepresents facts on his application which if known at the time of hire would have prevented the applicant from being hired; or
6. Gives a false reason for requesting a LOA.

ARTICLE 14

LAY-OFF AND RECALL

Section 14.1 If it becomes necessary to lay-off employees, Time in Position and Department seniority will be utilized. The employee with the least Department seniority will be laid off and an employee with the least Time in Position will be returned to their previous position and pay grade, provided the remaining employees possess the necessary skills and qualifications of those laid-off.

Section 14.2 When recalling employees, Time in Position seniority will prevail provided the employees possess the necessary skills and experience for the job opening and continue to meet the required physical and medical standards of the job.

Section 14.3 Laid-off employees shall maintain seniority for a period of one (1) year after which their seniority shall be canceled.

Section 14.4 Laid-off employees must promptly notify the County of any change of address or telephone number. Notice of recall will be sent to the employee's last address on record, via certified mail with return receipt required.

Section 14.5 Failure to notify the County within seven (7) business days after the receipt of the notice of recall will cause the employee to lose all seniority and the County to recall the next most senior employee.

ARTICLE 15

HOLIDAY TIME

Section 15.1 The following shall be considered holidays for twenty-four (24) hour shift personnel and shall be administered and paid as follows:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

All Captains who work any hours on a holiday will be paid at the rate of one and one-half (1½) times their regular rate of pay for each hour worked in addition to twenty-four (24) hours of holiday pay at their regular rate of pay.

All Battalion Chiefs who work any hours on a holiday will be paid at their regular rate of pay for each hour worked in addition to twenty-four (24) hours of holiday pay at their regular rate of pay.

Employees will be allowed to trade shifts on a holiday, as long as they are trading for another holiday. Both sides of the trade must be identified and agreed upon prior to the trade being approved. No trade shall result in either employee gaining additional payment of wages or benefits. Employees who **do not** work on a holiday will be credited for the holiday to be used at a later date.

Section 15.2 Holidays for forty (40) hour week employees will be the same as those set each year by the Board of County Commissioners for regular full time County employees. Forty (40) hour work week employees who work on a holiday shall be paid in accordance with County policy.

Section 15.3 "On call" employees shall not be required to use their holiday benefit if they are twenty-four (24) hour shift employees and are called in on a holiday. Forty (40) hour work week employees who are called in on a holiday shall be paid as identified in Section 15.2 of this article.

ARTICLE 16

SICK LEAVE

Section 16.1 The present policy of sick leave currently in effect by the County shall be continued for the duration of this Agreement. It is recognized that there are two classes of employees - twenty-four (24) hour employees and forty (40) hour daily employees. Each group will continue to accrue hours at the present rate.

Section 16.2 The Union and the Fire Rescue Department's Administration will encourage the employees of the collective bargaining unit to join the County's sick leave pool.

Section 16.3 As a participant of the County's sick leave pool employees of the collective bargaining unit will have their Holiday Leave and Birthday Leave exempt from said requirements prior to accessing allocated hours from the County's sick leave pool.

Section 16.4 Full time employees will be entitled to earn one (1) paid shift off if they do not use sick leave within the period of one (1) full fiscal year (beginning October 1). The time must be used prior to October 1 of the next year.

ARTICLE 17

ALCOHOL AND DRUG TESTING

Section 17.1 The parties agree to abide by the County's Alcohol and Drug Testing Policy contained within the County's Administrative Code which may be revised by the County. The County agrees to provide the Union with advance notice of any revisions. Should the revisions impact wages, hours, or terms and conditions of employment, the County and the Union will bargain over the impact of changes.

ARTICLE 18

TEMPORARY UPGRADING

Section 18.1 *Need for Temporary Upgrading:* To assure the orderly performance and continuity of services, the County may be required to temporarily upgrade employees on an acting basis to positions of a higher pay grade. For the purpose of this Article, it is understood that temporary upgrading may be required in order to fill or compensate for temporary position classification vacancies, which may exist for any of the following reasons:

1. A position classification is temporarily vacant, although filled, because the regular employee is on vacation, sick leave, duty injury leave, maternity leave, or other approved leave of absence.

Section 18.2 *Selection for Temporary Upgrading:* The selection of an employee for temporary upgrading shall be at the discretion of the Battalion Chief, or his designee, taking into consideration the qualifications and requirements of the position to be filled, and the qualifications and job performance of those employees eligible for the temporary upgrading. Selection for temporary upgrading can only be from one rank below the position that needs to be filled.

Section 18.3 *Compensation for Temporary Upgrading to Battalion Chief:* Temporary upgrade pay shall be authorized when an employee is ordered to assume the responsibilities of Battalion Chief. The rate of said upgrade pay shall be eight (8) percent. Upgrade pay is owed when the employee assumes the responsibilities of the higher position for more than two (2) hours. Upgrade pay will be retroactive from the first hour worked in the upgraded position.

ARTICLE 19

OUTSIDE EMPLOYMENT AND BUSINESS ACTIVITY

Section 19.1 Employment with the County shall be the bargaining unit employees' primary employment. Bargaining unit employees shall not engage in any outside employment (including self-employment), enterprise, or other activity, whether paid or unpaid, which could interfere with, be inconsistent or incompatible with, or be in conflict with the employee's duties or with the functions and responsibilities of the County. Approval of outside employment or business activity is at the sole discretion of the Fire Chief.

Section 19.2 Any bargaining unit member who desires to perform outside employment shall first complete and submit to the Fire Chief a Secondary Employment Form. The employee will be required to provide the type of employment or business activity, the hours of work, the name of the prospective employer or business activity, and the location of where said employee is to be employed or conduct the business activity. Any employee who begins outside employment or business activity without prior authorization shall be subject to disciplinary action, ~~including discharge.~~

Section 19.3 Any employee who is granted permission to engage in outside employment or business activity under the terms of this Article shall make arrangements with the outside employer to be relieved from his outside duties if and when called for emergency service by the County.

ARTICLE 20

LOSS OF PERSONAL PROPERTY

Section 20.1 The County will repair or replace an employee's prescription eyeglasses, contact lenses, sunglasses, and personal watch when all of the following conditions are met:

1. The item was damaged or lost as a result of the employee's direct action while actively engaged in the performance of his duties; and
2. The damage or loss was not a result of the employee's own negligence, or failure to use proper protective equipment; and
3. The employee reports the damage or loss to the person who was in charge at the emergency or work location, within twenty-four (24) hours after the occurrence of the damage or loss on a department incident report; and
4. The person in charge at the emergency or work location certifies and the employee certifies in writing that the damage or loss occurred as a result of the employee's performance of his duties, and that the employee is entitled to repair or replacement of the item under the provisions of this section.
5. The employee will send a copy of the incident report to the Administrator on Call. The Administrator on Call will investigate the claim and forward his recommendation to the Deputy Chief or his designee who will make the determination as to whether the damage is reimbursable.

Section 20.2 When the conditions of Section 20.1 are met, the County will either repair or replace the prescription eyeglasses, contact lenses, sunglasses, and/or personal watch, whichever results in a lower cost to the County.

Section 20.3 The County will not be required to repair or replace jewelry (other than the employee's personal watch).

Section 20.4 In no event will the County be required to pay more than one hundred fifty dollars (\$150.00) each calendar year per employee under this Article.

ARTICLE 21

MERGERS

Section 21.1 Should there be a merger involving the County's Fire Rescue Department, no regular full-time employee of the County shall be displaced or demoted in rank or grade. The County agrees to discuss with the Union any proposal to merge with any other entity.

ARTICLE 22

UNIFORMS AND EQUIPMENT

Section 22.1 The County shall furnish supervisory unit employees the following uniform and protective clothing and equipment: Such uniforms, protective clothing and equipment, when provided, must be used. The issuance, use and appearance of uniforms, protective clothing and equipment shall be governed by standard operating procedures. This list is to be utilized to show what a newly promoted employee should assure they have. It is not intended for the newly promoted employee to receive all of these items, upon promotion. It is understood that the employee will already have a great deal of these items prior to promotion.

Battalion Chiefs and Captains

- 2 badges
- 2 complete sets of collar brass
- 1 dress uniform jacket, pants, hat, white gloves
- 2 long sleeve dress uniform shirts and tie
- 1 pair of department issued Class A dress shoes
- 1 department issued Class A dress belt
- 5 pairs of trousers (NFPA approved)
- 1 rain jacket
- 2 sweatshirts
- 1 complete set of protective bunker gear including two (2) hoods
- EMT/Paramedic shoulder patches, as applicable
- Prescription eyewear insert for SCBA masks for those employees who require it
- 1 baseball style cap
- 1 cold weather jacket
- 2 button down long-sleeve casual shirts
- 5 blue t-shirts
- 2 long sleeve blue t-shirts
- 2 pair of shorts
- 1 pair of duty boots
- 1 duty belt

Battalion Chiefs

- 3 blue Class B work shirts with Department insignia (NFPA approved)
- 3 short sleeve white shirts
- 3 white polo shirts

Captains

- 3 blue Class B work shirts with Department insignia (NFPA approved)
- 2 short sleeve white shirts
- 2 white polo shirts

Section 22.2 The County will replace protective clothing, equipment, and uniforms issued by the County when the items become worn or damaged beyond use. If the employee loses or misplaces his gear or clothing, he shall replace same at his cost. The County shall not be responsible for replacing any clothing or equipment damaged or destroyed as a result of the employee's negligence.

Section 22.3 Any employee transferred from one activity to another activity shall return or otherwise account for all previously issued uniforms and equipment. Thereafter, the County shall furnish the employee with all additional uniforms or equipment necessary to perform the duties of the new assignment, as determined by the County.

Section 22.4 The County shall retain ownership of all items issued to the employee by the County.

Section 22.5 The County shall continue its current policy for dry cleaning and laundering of uniforms by County approved dry cleaning and laundering commercial establishments.

ARTICLE 23

WAGES

Section 23.1 All bargaining unit employees shall be compensated in accordance with the pay plan (Appendix F) for employees covered by this Agreement.

Section 23.2 Every bargaining unit employee who meets the definition of firefighter as set forth in Section 633.30(1), Florida Statutes, who is certified in compliance with Section 633.35, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit employee has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal.

1. Any such bargaining unit employee who receives an applicable associate degree from an accredited college, as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance, shall receive additional compensation paid bi-weekly in accordance with the amount identified in Florida Statute.
2. Any such bargaining unit employee who receives an applicable bachelor's degree from an accredited college or university, as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance, shall receive additional compensation paid bi-weekly in accordance with the amount identified in Florida Statute.

Section 23.3 No employee shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. of Section 23.2 at any one time.

Section 23.4 No bargaining unit employee shall be paid at a salary rate greater than the maximum or less than the minimum established for his ~~or her~~ classification. See Appendix F.

Section 23.5 The pay plan shall be administered by the County in accordance with the following procedures for establishing the pay rates for individual employees:

1. *Pay Rate Upon Promotion:* When an employee is promoted to a position in a higher pay classification, the employee's salary shall be determined by advancing into the higher pay grade in a step that is one step lower than their current step in the lower pay grade (i.e. step 11 Captain goes to step 10 Battalion Chief). The new salary shall not exceed the maximum for his classification. See Appendix F.

2. *Pay Rate Upon Demotion:* When an employee is demoted to a position in a lower pay grade the employee will move down to the lower pay grade at one step above their existing step in the higher pay grade (i.e. step 12 Battalion Chief goes to step 13 Captain; step 11 Battalion Chief goes to step 13 Lieutenant).
3. *Pay Rate Upon Transfer:* When an employee is transferred from a position in one pay classification to another position in the same pay classification, no change in salary shall be made because of such transfer.
4. For Fiscal Year 2019 (October 1, 2018 to September 30, 2019) the bargaining unit pay plan (Appendix F) will be adjusted by the same percentage and manner as the County's pay plan for all other County employees. Additionally, all bargaining unit members will receive a one (1) step adjustment in their current position classification effective the first full pay period in October 2018.
5. For Fiscal Years 2020 (October 1, 2019 to September 30, 2020) and 2021 (October 1, 2020 to September 30, 2021) there will be no pay plan adjustment for bargaining unit employees unless the County provides a County-wide pay plan adjustment for all County employees in which case the bargaining unit pay plan (Appendix F) will be adjusted by the same percentage and manner as the County's pay plan for all other County employees.
6. Step increases, if any, for any year after Fiscal Year 2019 (October 1, 2018 to September 30, 2019) will be established through the collective bargaining process.
7. Nothing herein, however, prevents the County, upon agreement by the Union, from making market adjustment increases for any bargaining unit position.

Section 23.6 *Evaluations:* An employee may grieve an annual evaluation that results in the employee being denied an annual step increase.

ARTICLE 24

INCENTIVES

Section 24.1 *Payment of Incentive and Assignment Pay:*

Incentive Pay and Assignment Pay will be paid beginning the effective date that the employee is approved for the incentive or scheduled for the assignment, either by the State and/or the Department. All incentive pay and assignment pay will be paid bi-weekly.

Rescue Assignment Pay and On Call Assignment will be recorded on the employee's bi-weekly time sheet for hours worked that qualify for the assignment pay.

Section 24.2 *Special Operations:*

1. The employee must be formally assigned duties as a Special Operations Responder in order to qualify for the Special Operations incentive.
2. Criteria have been established determining qualifications and retention to obtain and maintain designation as a Special Operations Responder.
3. Non-compliance of the retention criteria may result in the removal of the Special Operations Responder designation and the associated incentive by the Fire Chief.
4. The Fire Chief shall have the discretion to determine the number of Special Operations Responders.
5. There shall be no requirement to continue the incentive when an employee is no longer designated as a Special Operations Responder. The Special Operations Responder Incentive will be sixty dollars (\$60.00) per pay period.

Section 24.3 *Investigator:*

1. The employee must be formally assigned duties as an on-call fire investigator, and placed on a call schedule.
2. Employees must have a current certification as a fire investigator from the State Fire Marshal's Office, OR must complete an annual certification process as established by the Department.
3. The Fire Marshal shall have the discretion to determine the number of fire investigators required.
4. Conducting or assisting in a cause and origin investigation, as part of the routine responsibilities of the employee's regular position, shall not be construed as formal assignment as a fire investigator.
5. Criteria have been established determining qualifications and retention as an investigator. There shall be no requirement to continue the incentive when an employee is no longer designated as an Investigator. The Investigator Incentive will be twenty-five dollars (\$25.00) per pay period.

Section 24.4 *Paramedic Assignment:*

1. Those bargaining unit employees who possess and maintain a State of Florida Paramedic Certification and a Departmental designation as a Paramedic, shall be entitled to the Paramedic Incentive.
2. Criteria have been established determining qualifications and retention to maintain Departmental designation as a Paramedic. There shall be no requirement to continue the incentive when an employee is no longer designated as Paramedic by the Medical Director of the Fire Rescue Department. The Paramedic Incentive will be one-hundred and ninety dollars (\$190) per pay period.

Section 24.5 *Rescue Assignment:*

The employee must be assigned to a rescue unit (ambulance) to be eligible to receive Rescue Assignment Pay. The Rescue Assignment Incentive shall be \$1.50 per hour for each hour worked on a rescue unit. This incentive will be paid bi-weekly for the total actual hours worked each pay period on a rescue unit.

Section 24.6 *Paid on Call:*

Any non-exempt employee who is assigned “on call” status by the Fire Chief or his designee, and has been placed on the Department’s schedule as such, shall be paid a fee of \$1.00 per hour for each day the employee is subject to calls for service.

ARTICLE 25

EDUCATION

Section 25.1 The County agrees to abide by the tuition reimbursement program set forth in the County's Administrative Code, subject to available funding.

Section 25.2 The responsibility of maintaining the proper certification is the employee's. The County shall make available in-house training for employees while on County time. Employees who do not elect in-house training must make arrangements to receive it on off-duty hours and will not be compensated for such training. Employees participating in training that is available through the Department's training platforms will receive credit (CEU's). The County will provide the training necessary to maintain State certifications required for the employee's job classification.

Section 25.3 The County will reimburse bargaining unit employees for the mode of transportation selected by the County, for lodging selected by the County, and for meals in accordance with County policy for attending classes, seminars, and meetings approved in advance by the Fire Chief and held outside a fifty (50) mile radius from the Fire Rescue Department Administration Building.

ARTICLE 26

DEATH BENEFIT

Section 26.1 The County shall pay for the cost of funeral and burial expenses of employees killed in the line of duty, in accordance with applicable law.

ARTICLE 27

SERVICES TO THE UNION

Section 27.1 The County agrees to provide an electronic copy of this Agreement at every station in the County.

Section 27.2 The Union may post information on existing bulletin boards.

ARTICLE 28

LABOR-MANAGEMENT COMMITTEE

Section 28.1 There shall be a labor-management committee as established in the rank and file collective bargaining agreement that shall consist of a total of six (6) members; three (3) members designated by the Union President and three (3) members designated by the Fire Chief. There must be, at a minimum, one (1) person from the Supervisory Unit included in the committee make up that is selected by the Union President. The purpose of this committee is to discuss ideas and objectives of mutual concern, not involving grievances or the terms and conditions of this Agreement. Meetings will be held when requested by the Union or by management.

Section 28.2 The labor-management committee shall not be used to negotiate terms and conditions of employment. Rather, the committee shall only be used to discuss ideas and objectives of mutual concern as set forth above. The committee shall be allowed to review and discuss all new policies and guides prior to their implementation. There shall be no requirement that any action be taken as a result of a labor-management committee meeting.

ARTICLE 29

DUTY VEHICLES

Section 29.1 The County Administrator or his designee shall have the sole and exclusive right to determine the assignment of vehicles and to remove such assignment. The Fire Chief shall have the authority to determine vehicle assignment external to the normal shift assignment. The assignment of vehicles shall not be considered an employee job benefit but an operational equipment decision and shall be in accordance with the County's established Vehicle Policy.

Section 29.2 Fire Investigators on call shall be required to regularly respond to alarms both during a normal (day-time) shift assignment and after hours and shall be furnished a vehicle in accordance with the County's established Vehicle Policy.

ARTICLE 30

PERSONAL LIABILITY

Section 30.1 The County agrees to follow Florida State Statutes on this issue.

ARTICLE 31

WORKERS' COMPENSATION

Section 31.1 The County provides workers' compensation insurance benefits for bargaining unit employees who are injured in the course and scope of their job duties while employed by the County in compliance with Florida Statute Worker's Compensation Law Chapter 440 and applicable County policies.

Section 31.2 The parties agree to cooperate in eliminating injuries arising out of and in the course of employment of bargaining unit employees. The parties further agree to work together to provide a safe and healthy working environment.

ARTICLE 32

USE OF TOBACCO

Section 32.1 Smoking or use of tobacco products is prohibited inside any Department facility or vehicle, including but not limited to apparatus bays. No smoking or use of any tobacco product by any bargaining unit employee will be permitted at any time in these areas.

ARTICLE 33

VOTING TIME

Section 33.1 In the event voting cannot occur during non-working hours, requests to vote in any Federal, State or Local election will be governed by the Voting Policy in the County's Administrative Code.

ARTICLE 34

MILEAGE ALLOWANCE

Section 34.1 In the event a bargaining unit employee is ordered to use his private vehicle for Fire Department business, he shall be compensated at the rate set by State Statute for use of private vehicles.

Section 34.2 It is understood that in the event any bargaining unit employee is required to relocate from one station to another during a single shift, or if the relocation occurs after the employee has left his station on his last shift worked prior to the relocation, and provided the employee has no other choice but to use his personal vehicle for such relocation, he shall be entitled to twelve dollars (\$12.00) per station relocation.

Section 34.3 Reimbursement for station relocations will be submitted and paid in the pay period in which the transfer occurred.

ARTICLE 35

BEREAVEMENT LEAVE

Section 35.1 Bereavement leave shall be granted in the event of a qualifying death according to the County's Death In Immediate Family Bereavement Leave Policy (in the County's Administrative Code), which is incorporated herein by reference. Employees on a twenty-four (24) hour shift shall be granted two (2) twenty-four (24) hour shifts off for such leave, and forty (40) hour work week employees shall be granted a maximum of five (5) consecutive eight (8) hour work days off for such leave.

ARTICLE 36

SHIFT EXCHANGE

Section 36.1 The Fire Chief or his designee may, at their sole discretion, grant the request of any two (2) bargaining unit employees to exchange shifts or days off, without a change of pay, provided that, in the opinion of the Fire Chief or his designee, they are equally capable to perform each other's respective jobs, and able and willing to make the exchange. Under no circumstance will a requested shift exchange result in additional overtime payments for either participant. The Fire Chief or designee shall have the right to make reasonable rules limiting the number of shift exchanges that any two (2) employees may arrange in a given period.

Section 36.2 A request for a shift exchange must be made in accordance with Standard Operating Procedures. Such request must be submitted at least one (1) hour before the exchange is to occur. There will be no three (3) way exchanges of shifts without the approval of the Fire Chief or his designee.

Section 36.3 The employee agreeing to work the shift exchange for the employee requesting the shift exchange shall be held accountable to report for duty. Rules for shift exchanges are found in the Department policy.

ARTICLE 37

PENSION

Section 37.1 During the term of this Agreement, employees shall continue to participate in the State of Florida Retirement System Plan in accordance with and subject to the provisions of the Statutes of the State of Florida now applicable or as they may hereafter be amended.

Section 37.2 The County agrees that the Union shall have the right, during the term of this Agreement, to explore and present to the County a supplement to the current pension plan without negotiating such improvements or changes within the collective bargaining process.

ARTICLE 38

FAMILY AND MEDICAL LEAVE

Section 38.1 The parties agree that the County's Family and Medical Leave Policy outlined in the Administrative Code shall apply to all employees within the bargaining unit and shall be administered in accordance with applicable laws.

ARTICLE 39

COURT TIME

Section 39.1 A Captain who is properly subpoenaed to appear as a witness, while off duty, in any case (not including arbitrations, PERC or Special Magistrate proceedings as a witness for the Union) that the employee is involved in as a result of his employment with the County shall be paid one and one half (1½) times his current hourly rate. The employee shall receive a minimum of two (2) hours pay, and the employee shall return all witness fees received. If the employee is on duty when the deposition or trial is scheduled, the employee will be granted the time off without any loss of wages. The employee will immediately notify his Battalion Chief or his designee upon receipt of a subpoena and shall also provide him a copy. The employee acknowledges that the County shall have the right to attempt to reschedule the appearance to a time to meet operational concerns and the County will take the employee's interests into consideration.

Section 39.2 A bargaining unit member who is summoned to appear in the County, State or Federal Court for jury duty shall notify the Administrator on Call upon receipt of the said summons. The County shall then schedule said employee off-duty two (2) hours prior to and two (2) hours after which the employee is scheduled to appear for said jury duty time only if said employee is scheduled for regular duty during that time provided. An employee shall not be required to be on duty after 10:00 p.m. if he is scheduled for jury duty on the following day. The County shall pay an employee at his regular rate of pay while on any jury duty that occurs during an employee's regularly scheduled duty hours, provided that the employee will be responsible for reimbursement to the County of funds paid by the court for jury services.

ARTICLE 40

NO STRIKES / NO LOCKOUTS

Section 40.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sick-out, work stoppage, picketing, strike, or any other activity which could interfere with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 40.2 The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 40.1 to return to work.

Section 40.3 An employee may be disciplined by the County up to and including discharge for a violation of Section 40.1. An employee or the Union may grieve the issue of whether or not the employee violated Section 40.1.

Section 40.4 Nothing contained herein shall preclude the Union or the County from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 41

MEDICAL EXAMINATIONS

Section 41.1 All personnel who engage in emergency operations are required to complete a Department approved physical exam annually by either the Department-designated healthcare provider or their own healthcare provider. A Department issued form will be completed by the healthcare provider and sent to the County's Personnel Services Department. Completion of this exam will be paid for by the County health plan; provided, however, the Department will pay any amount not covered by the health plan for the examination by the Department designated healthcare provider; and the employee will be responsible for any amount not covered by the health plan if using his own healthcare provider.

Section 41.2 Immunizations will be provided to all bargaining unit members at no cost to the employees based on industry standards as specified in current guidelines issued by the National Center for Disease Control.

ARTICLE 42

UNION TIME POOL

Section 42.1 There will be a Union time pool created as established in the rank and file collective bargaining agreement that will allow bargaining unit members to contribute earned vacation hours, holiday leave hours (in twenty-four (24) hour increments), and/or up to twenty-four (24) hours of sick time annually for use by the Union so long as seventy-two (72) hours remain in the employee's sick leave accrual after the deduction. The Union Secretary will present the proper forms to the Personnel Department and will assist in administration of the time pool if requested. Time off (using the time pool) will be subject to the Fire Chief or his designee's approval. Requests must be authorized by a Union Officer before submission to the Fire Chief or his designee. The maximum accumulated hours in the pool shall be one thousand, six hundred (1,600).

Section 42.2 In the case of mutual interest between the Department and the Union, Union time pool leave may be submitted to the Fire Chief or his designee for consideration to be designated time worked for the calculation of FLSA hours worked.

ARTICLE 43

PAY CHECKS

Section 43.1 The parties agree that the current practice regarding preparation and disbursement of paychecks is acceptable.

ARTICLE 44

SCOPE OF WORK

Section 44.1 Bargaining unit employees will not be required to perform duties that are outside of the nature of work as required in the job classification, except when the Department is operating during a declared State of Emergency.

ARTICLE 45

SEVERABILITY

Section 45.1 In the event that a court of competent jurisdiction declares any provision of this Agreement invalid, or should the same be rendered invalid by reason of an existing or subsequently enacted legislation, the remainder of the Agreement shall remain in full force and effect. The County and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 46

SAVINGS CLAUSE

Section 46.1 Both parties have had full opportunity to bargain over all issues as required by law. The agreement on those issues is contained in this Agreement. No subject will be open for bargaining unless both parties mutually agree.

ARTICLE 47

DURATION OF AGREEMENT

Section 47.1 This Agreement shall become effective as of the later of the 1st day of October 2018 or the date of ratification by the last party to ratify the Agreement. The entire Agreement shall remain in force and effect until midnight the last day of September 2021. For Fiscal Year 2020 (October 1, 2019 to September 30, 2020) and Fiscal Year 2021 (October 1, 2020 to September 30, 2021), each side may reopen for negotiations up to three (3) articles each for each fiscal year, with the exception of Article 23, Wages, which may be automatically reopened for negotiations for Fiscal Year 2020 (October 1, 2019 to September 30, 2020) and Fiscal Year 2021 (October 1, 2020 to September 30, 2021). Any party desiring to reopen articles for Fiscal Year 2020 and/or Fiscal Year 2021 must provide the other party with written notice of such desire, identifying the articles to be reopened, no later February 1 of the preceding Fiscal Year (i.e., February 1, 2019 for Fiscal Year 2020 and February 1, 2020 for Fiscal Year 2021).

EXECUTION OF AGREEMENT

THIS AGREEMENT, having been duly ratified by vote of the members of the Bargaining Unit covered hereunder, and the St. Johns County Board of County Commissioners, is hereby executed with the signatures affixed hereto.

DATED this _____ day of September 2018.

WITNESSES:

ST. JOHNS COUNTY PROFESSIONAL
FIREFIGHTERS AND PARAMEDICS,
IAFF, LOCAL #3865

_____ `

BY: _____
President, IAFF, Local #3865

_____ `

BY: _____
Secretary, IAFF, Local #3865

WITNESSES:

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

_____ `

BY: _____
Chair, Board of County Commissioners,
St. Johns County

_____ `

BY: _____
County Administrator, St. Johns County

_____ `

BY: _____
Fire Chief, St. Johns County

APPENDIX A

Authorization for Check off of Union Dues

I hereby authorize the St. Johns County Board of County Commissioners to deduct bi-weekly from my earnings dues, other assessments, and premiums for benefits provided through the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, AFL-CIO in the amount certified by the Financial Office of Local #3865, and further authorize the remittance of such amount(s) to said Local #3865 in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefore.

My signature below indicates my approval to deduct dues, other assessments, and, if indicated, additional premiums for benefits in the amounts indicated. I understand that additional benefits are offered and managed through the Local #3865 and are optional. Deductions will appear as a total amount on my pay stub.

DUES and OTHER ASSESSMENTS: \$ _____

BENEFITS: \$ _____

Employee Name (PRINTED): _____

Employee Name (SIGNED): _____

EMPLOYEE #: _____

DATE: _____

Staff Use Only

Copy Received By:

Sent to IAFF On:

APPENDIX B

Authorization for Revocation of Union Dues

I hereby authorize the St. Johns County Board of County Commissioners to stop deducting bi-weekly from my earnings dues for the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, AFL-CIO in the amount certified by the Financial Office of Local #3865, and further certify that I have notified said Local#3865, in writing, in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865 and applicable statutes. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefor.

My signature below indicates my approval to revoke deductions for dues, other assessments, and, if indicated, additional premiums for benefits in the amounts indicated.

DUES: \$ _____

Other Assessments: \$ _____

BENEFITS: \$ _____

Employee Name (PRINTED): _____

Employee Name (SIGNED): _____

EMPLOYEE #: _____

DATE: _____

Staff Use Only

Copy Received By: _____

Sent to IAFF On: _____

APPENDIX C

Authorization for Check off of Benevolent Fund Dues

I hereby authorize the St. Johns County Board of County Commissioners to deduct bi-weekly from my earnings dues for the St. Johns County Firefighters Benevolent Fund in the amount of five dollars (\$5), and further authorize the remittance of such amounts to Local #3865, St. Johns County Professional Firefighters and Paramedics in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I understand that in order to deduct dues for the purpose of the Benevolent fund, I must have already submitted an Authorization for Check off of Union Dues Form (Appendix A) and be a current member in good standing.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefore.

My signature below indicates my approval to deduct Benevolent Fund dues in the amount indicated. I understand that additional benefits are offered and managed through the Local #3865 and are optional. Deductions will appear as a total amount on my pay stub.

BENEVOLENT FUND DUES: \$ _____

Employee Name (PRINTED): _____

Employee Name (SIGNED): _____

EMPLOYEE #: _____

DATE: _____

Staff Use Only

Copy Received By: _____

Sent to IAFF On: _____

APPENDIX D

Authorization for Revocation of Benevolent Fund Dues

I hereby authorize the St. Johns County Board of County Commissioners to stop deducting bi-weekly from my earnings Benevolent Fund dues for the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, in the amount of five dollars (\$5), and further certify that I have notified said Local#3865, in writing, in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865 and applicable statutes. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefor.

My signature below indicates my approval to revoke deductions for Benevolent Fund dues in the amount indicated.

BENEVOLENT FUND DUES: \$ _____

Employee Name (PRINTED): _____

Employee Name (SIGNED): _____

EMPLOYEE #: _____

DATE: _____

Staff Use Only

Copy Received By: _____

Sent to IAFF On: _____

Appendix E

Firefighters' Bill of Rights

112.82 Rights of firefighters – Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

1. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility that has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.
2. No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.
3. All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
4. The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
5. Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.
6. The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.
7. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
8. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.
9. No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

Appendix F – Salary Schedule FY2018 – Effective 10/8/2017

Captain

Step	Annual	Hourly
4	\$60,959.69	\$20.933959
5	\$62,380.01	\$21.421707
6	\$63,800.32	\$21.909451
7	\$65,220.61	\$22.397188
8	\$66,640.93	\$22.884935
9	\$68,061.24	\$23.372679
10	\$69,481.53	\$23.860416
11	\$70,901.84	\$24.348159
12	\$72,322.16	\$24.835907
13	\$73,742.46	\$25.323647
14	\$75,162.76	\$25.811387
15	\$76,583.08	\$26.299135
16	\$78,003.38	\$26.786875
17	\$79,423.68	\$27.274615
18	\$80,843.99	\$27.762359
19	\$82,264.30	\$28.250103
20	\$83,684.60	\$28.737843

Battalion Chief

Step	Annual	
5	\$76,560.37	
6	\$78,325.69	
7	\$80,091.01	
8	\$81,856.33	
9	\$83,621.65	
10	\$85,386.98	
11	\$87,152.29	
12	\$88,917.61	
13	\$90,682.92	
14	\$92,448.24	
15	\$94,213.57	
16	\$95,978.89	
17	\$97,744.21	
18	\$99,509.53	
19	\$101,274.85	
20	\$103,040.17	



COLLECTIVE BARGAINING AGREEMENT

**St. Johns County
Professional Firefighters and Paramedics
IAFF, Local #3865
Rank and File
And
St. Johns County
Board of County Commissioners**

2018 - 2021

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PREAMBLE

This Agreement made and entered into this ____ () day of _____ 2018, by and between the St. Johns County Board of County Commissioners, hereinafter referred to as the County or Board and the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, hereinafter referred to as the Union.

WITNESS TO:

WHEREAS, it is the intent and purpose of the parties to set forth herein their Agreement covering rates of pay, wages, hours of employment, and other conditions of employment, to increase the efficiency and productivity of employees in the bargaining unit, to ensure that the County retains the right to operate the County government effectively in a responsible and efficient manner, to provide for prompt and fair settlement of grievances without any interruption of or other interferences with the operation of the Fire/Rescue Department (hereinafter the Department); and

WHEREAS, the parties recognize and agree that the health and safety concerns of the citizens of the County dictate that the best service possible is expected from the County and from all bargaining unit employees at all times;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree that their objective is for the good and welfare of the County and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The County and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1

RECOGNITION

Section 1.1 The County recognizes the Union as the sole and exclusive bargaining agent, for purposes of establishing wages, hours, terms and conditions of employment for all regular full-time employees (those employees regularly scheduled to work more than thirty (30) hours per week) in the classifications of Firefighter/EMT, Firefighter/Engineer, and Firefighter/Lieutenant, and excludes all other positions within the Department.

The above-described bargaining unit covered by this Agreement was certified by the Public Employees Relations Commission on December 4, 1998, under Certification No. 1233. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized.

All references to employees in the male gender of this Agreement are used for convenience only and should be interpreted to include both male and female.

ARTICLE 2

UNION REPRESENTATIVES

Section 2.1 The Union will provide the County the names and titles of its current officers and representatives in writing. Any time there is a change the Union will provide the County in writing notice of such change within fourteen (14) business days.

ARTICLE 3

UNION ACTIVITIES

Section 3.1 Bargaining unit employees shall have the right to form, join, and participate in or to refrain from joining or participating in the Union. Bargaining unit employees shall also have the right to engage in concerted activities not prohibited by law. Furthermore, bargaining unit employees shall have the right to refrain from engaging in such activities.

Section 3.2 With the approval of the Fire Chief or his designee, bargaining unit employees shall be allowed to engage in charitable activities while on duty.

Section 3.3 On duty members may participate in Union functions, so long as it does not interfere with department operations and is approved by the Fire Chief or his designee.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 Except as otherwise specifically limited in this Agreement, the County has the sole and exclusive right to exercise all rights and functions of management.

Section 4.2 These powers include but are not limited to:

- a) To determine unilaterally the purpose of the Department.
- b) To set standards of services to be offered to the public by the Department.
- c) To exercise control and discretion over the Department's organization and operations.
- d) To select and direct employees.
- e) To take disciplinary action against employees for proper cause.
- f) To relieve employees from duty because of lack of work, lack of funds or for other legitimate reasons.
- g) To determine the size of the Department.
- h) To take steps necessary, consistent with the terms of this Agreement, to accommodate a qualified applicant or employee with a disability.
- i) To assign and reassign employees to perform tasks that are within the scope of basic employment duties they are hired to perform.
- j) To determine the number, location and type of its operations, functions and services.
- k) To discontinue the conduct of any operation, function or service, in whole or in part.
- l) To abolish job classifications and to create new job classifications.
- m) To subcontract its services.
- n) To establish rules and regulations, operating procedures and guidelines, and safety regulations.

Section 4.3 The County's failure to exercise any right hereby reserved to it, or its exercising of any right in a particular way, shall not be deemed a waiver of its right to exercise such right, nor preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 4.4 If in the sole discretion of the Board or County Administrator it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, hurricane conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Board or County Administrator during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise and be declared by the Board, the Fire Chief or his designee shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Board or County Administrator shall follow up said advice in writing as soon thereafter as is practical and shall forward said written notice to the President of the Union.

Section 4.5 The exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement in force, with the exception of such provisions suspended during a declared emergency.

ARTICLE 5

PAYROLL DEDUCTION OF DUES

Section 5.1 Upon receipt of a written authorization from an employee in the form set forth in Appendix A, the County will deduct from the employee's pay the amount the employee owes the Union for dues and other assessments. This provision will provide for bi-weekly deductions. The County will remit the amount deducted to the Union within thirty (30) calendar days. The Union will certify changes in the Union membership dues rate by notifying the County in writing at least thirty (30) calendar days in advance of the effective date of such change. The Union's certification will include the signature of the authorized officer or officers of the Union. The County's remittance will be deemed correct if the Union does not notify the County within fourteen (14) calendar days after a remittance is received that the Union believes the remittance is incorrect and the reason for that belief.

Section 5.2 Upon receipt of a written authorization from an employee in the form set forth in Appendix C, the County will deduct from the employee's pay the amount the employee owes the Union for Benevolent Fund Dues. This provision will provide for bi-weekly deductions added with the Union dues and other assessments deduction. The County will remit the amount deducted to the Union within thirty (30) calendar days. The Union will certify changes in the Benevolent Fund Dues rate by notifying the County in writing at least thirty (30) calendar days in advance of the effective date of such change. The Union's certification will include the signature of the authorized officer or officers of the Union. The County's remittance will be deemed correct if the Union does not notify the County within fourteen (14) calendar days after a remittance is received that the Union believes the remittance is incorrect and the reason for that belief.

Section 5.3 No deduction will be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be deducted. The County will not be responsible for refunds to the employee if the employee has duplicated a check-off deduction by direct payment to the Union. An employee may revoke his authorization for Union dues deduction by filling out the Authorization for Revocation of Union Dues form (Appendix B). The deduction of dues will be revoked within thirty (30) calendar days following receipt of the written notice by both the County and Local #3865 and will be processed on the next effective pay period. An employee may also revoke his authorization for Benevolent Fund dues deduction by filling out the Authorization for Revocation of Benevolent Fund Dues form (Appendix D). The deduction of Benevolent Fund Dues will be revoked within thirty (30) calendar days following receipt of the written notice by both the County and Local #3865 and will be processed on the next effective pay period.

Section 5.4 The Union will indemnify, defend, and hold the County harmless against any claim made and against any suit instituted against the County on account of any deduction for Union dues or Benevolent Fund Dues.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 For the purpose of this Agreement, a grievance is defined as a claim or complaint that a bargaining unit employee or group of employees may have that the County has violated a provision of this Agreement. A Grievant is defined as an employee, group of employees collectively or the Union who has filed a grievance.

Section 6.2 A grievance may be taken up during the working time of the Grievant upon approval of the Battalion Chief or his designee as long as it does not impinge upon emergency situations or job duties. A “business day” as referred to in this article is defined as Monday through Friday excluding holidays as approved by the Board.

Section 6.3 All grievances must be reduced to writing into the format of either electronic mail or a written document and must be signed by the Grievant(s). The first attempt will be via electronic mail using the County’s email system as the designation point, but in the event where electronic mail cannot be utilized, the grievance will be reduced to writing and presented in person in accordance with section 6.4. The department officer receiving the grievance will provide a receipt of notification, preferably via electronic mail using the County’s email system as the designation point, to the Grievant or in the case of a group grievance the individual presenting the grievance. In the case of a Union grievance the Union officer who filed the grievance will be notified. The County shall notify the Union President or designee of the grievance.

In the event the County’s electronic mail is not available then the Grievant will be notified via a telephone call within two (2) business days from receipt of written grievance. If the grievance is filed on a weekend or on a County holiday, the time line will not start until the next business day after the grievance was presented. All grievances must contain the following information:

- a) The specific Article(s) and Section(s) of the Agreement alleged to have been violated by the County;
- b) A statement of the grievance, giving a description of the facts, dates and times of the events involved in the alleged violation, and the specific remedy desired by the Grievant;
- c) If the grievance is filed via electronic mail using the County’s email system as the designation point, the sender (author) of the electronic mail shall be deemed to have met the signature requirements of section 6.3. All Union grievances must be emailed from a Union officer and carbon copied to a second Union officer, and then sent to the Administrator on Call, to meet the electronic signature requirements.

Failure of the Grievant to comply with the requirements of this section shall result in the County having to take no further action on the grievance.

Section 6.4 All grievances shall be processed in accordance with the following procedure. All responses from either the Grievant or Administration shall be made in writing and all parties involved, including the Union, shall be notified by email that a response has been sent.

Step 1 The Grievant shall present the grievance to the department officer designated as Administrator on Call within seven (7) business days of the time the employee(s) or the Union knew or should have known of the alleged violation of the Agreement. The Administrator on Call who initially received the grievance should discuss and make an effort to resolve all legitimate grievances with fairness and justice for both the Grievant and the County. The Administrator on Call who initially received the grievance shall notify the Grievant, and the Union, of the Department's decision within seven (7) business days from the date the grievance was presented. In the event the Administrator on Call is not designated, the grievance should be presented to the Fire Chief or his designee.

Step 2 If the grievance is not settled at the first step, the Grievant within seven (7) business days from the date of notification of decision from the Administrator on Call who initially received the grievance shall present the written grievance to the County Administrator or his designee. The County Administrator or his designee shall review the alleged grievance and shall within twenty (20) business days of receipt of the written grievance conduct a meeting with the Grievant and a Union representative. The County Administrator or his designee shall notify the Grievant, and the Union, in writing of his decision no later than fifteen (15) business days subsequent to the date the meeting was held by the County Administrator or his designee.

Step 3 If a grievance, as defined in this Article, has not been satisfactorily resolved within the Grievance Procedure, the Union may request arbitration by placing the request for arbitration in writing to the St. Johns County Personnel Services Director no later than fourteen (14) business days from the date of the County Administrator or his designee decision.

Section 6.5 Whenever the Union requests arbitration in accordance with the provisions of Section 6.4, the parties shall attempt to agree upon an impartial individual to act as arbitrator within fourteen (14) business days following appeal to arbitration. If an impartial individual cannot be mutually agreed upon within fourteen (14) business days following appeal to arbitration, the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (the party seeking arbitration shall make the first strike) until the last name on the list is reached.

Section 6.6 The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement.

Section 6.7 There shall be no appeal from the Arbitrator's decision unless allowed by law; it shall be final and binding on the Union and on all bargaining unit employees and on the County provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction and authority, or is not in violation of public policy. The authority and responsibility of the County, as provided by Federal and/or Florida law, shall not be usurped in any matter.

Section 6.8 The Arbitrator will divide the cost of his services between the parties. Each side will pay its own representative and witnesses. Either side desiring a transcript will pay for it.

Section 6.9 It is the mutual desire of the County and the Union that grievances shall be addressed as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance, is received, shall not be counted. Failure of the County to observe the time limits for any step in

the grievance procedure without a mutually agreed upon written extension of time shall entitle the Grievant to advance the grievance to the next step. Failure of the Grievant to observe the time limits for any step in the grievance procedure without a mutually agreed upon written extension of time shall entitle the County to dismiss the grievance.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1 The basic work period for bargaining unit employees in certain classifications will consist of a fourteen (14) day work period, and the tour of duty will be twenty-four (24) hours on and forty-eight (48) hours off.

For example:

Mon	Tue	Wed	Thurs	Fri	Sat	Sun
[1]	2	3	[4]	5	6	[7]
8	9	[10]	11	12	[13]	14
15	[16]	17	18	[19]	20	21
[22]	23	24	[25]	26	27	[28]

[] = 24 on duty

Hours worked in an amount less than or equal to one hundred and six (106) in a fourteen (14) day work period which are assigned by the County shall be compensated at the regular hourly rate of pay. Hours worked in excess of one hundred and six (106) in a fourteen (14) day work period which are assigned by the County shall be compensated at time and one-half (1½ times) the employee's regular rate of pay.

Section 7.2 The basic work period for bargaining unit employees in certain classifications will consist of a forty (40) hour, seven (7) day work period. Hours worked in excess of forty (40) hours in the seven (7) day work period will entitle the employee to overtime. Overtime shall be compensated at the rate of time and one-half (1½ times) the employee's regular rate of pay.

Section 7.3 Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due an employee only the hours actually worked shall be counted. Paid holidays, paid leave, and other premium payments under this Agreement shall not be included as hours worked for purposes of overtime payment unless dictated by applicable law. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

Section 7.4 Should an employee voluntarily switch shifts with another employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the County in the calculation of the hours for which the employee is entitled to overtime compensation unless dictated by applicable law. All such trading shall be in accordance with policy and this Agreement.

Section 7.5 No employee shall authorize overtime for himself or any other employee, but shall be entitled to overtime work as assigned or authorized by the County. It is understood that the County has the right to schedule overtime work as needed, and in a manner most advantageous to the County. Whenever practical an overtime roster system will be used when assigning overtime work.

Section 7.6 All employees covered by this Agreement shall be required to report to work on time, shall not leave the job until relieved, and shall be prompt in reporting to their assigned duties.

Section 7.7 The shifts, workdays and hours which employees are assigned shall be stated on the departmental work schedule. Employees covered by this Agreement shall be given notice as far in advance as is reasonably practicable of any change in their regular duty assignment.

Section 7.8 Any employee called back to work after having been relieved and having left the assigned work station or called in before his regular scheduled work time shall be paid the actual time worked at the appropriate rate, but shall receive a minimum of two (2) hour's pay. Any employee who accepts an Extra Duty assignment that is cancelled or reduced in time within twenty (20) hours of the start time shall be paid the actual time worked at the appropriate rate, but shall receive a minimum of two (2) hour's pay.

Section 7.9 Any employee who is selected for mandatory overtime shall be compensated at time and one-half (1½ times) the employee's regular rate of pay, whether or not the one-hundred and six (106) hour FLSA threshold for overtime has been met.

Section 7.10 The parties agree that the current practice of using a rotation list to distribute overtime is accepted, along with current guidelines.

Section 7.11 The parties agree to use the electronic scheduling program to facilitate the distribution of overtime.

ARTICLE 8

PROBATIONARY PERIOD

Section 8.1 All new bargaining unit employees, including rehired employees, shall be probationary employees and must successfully complete a probationary period before attaining regular status. Any employee who is promoted shall be considered as a promotional probationary employee, and must successfully complete a promotional probationary period before being regularly appointed to the new or related position classification.

Section 8.2 For new hires and rehired employees the probationary period shall be one (1) year of continuous, uninterrupted employment. The probationary period for promotional probationary employees shall be six (6) months of continuous, uninterrupted employment. The employee's starting date of employment for purposes of calculating probationary status shall be adjusted if the employee takes leave without pay. For example, should an employee take three (3) days of leave without pay, the employee's starting date of employment will be adjusted by moving the employee's original date up three (3) days. Should the employee be in his probationary period at the time he takes leave without pay, the employee's probationary period shall be extended in proportion to the days he was on such leave.

Section 8.3 Any employee classified as a new hire or rehired probationary employee will be considered an "at-will" employee and may be disciplined or discharged without recourse in accordance with the grievance and arbitration procedure of this Agreement.

Section 8.4 During the probationary period for new hire or rehired probationary employees, such employees will accrue, but not be permitted to use, vacation or sick leave benefits for the first six (6) months.

Section 8.5 Provisions as to department seniority shall not apply to new hire or rehired probationary employees until the completion of the probationary period.

Section 8.6 If the promotional probationary employee fails to demonstrate that he can completely perform the job within the promotional probationary period, the County will determine if the employee will receive a one-time extension of the probationary period up to an additional six (6) months or return the employee to his former position classification, without any loss of department or time in position seniority.

Section 8.7 New probationary employees, excluding promotional probationary employees, must have successfully completed six (6) months of service prior to October 1 to be eligible for a step increase, if any, subject to a satisfactory performance evaluation.

Section 8.8 *Reversions:* An employee who has been demoted by administrative action or who voluntarily steps down while under investigation shall be considered as a probationary employee and must successfully complete a probationary period of one (1) year. The employee's department seniority will remain the same and his time in position seniority will be adjusted back to the seniority the employee had just prior to his promotion.

ARTICLE 9

PROMOTION

Section 9.1 A promotional board will be established on October 1 every odd year for the purpose of creating promotion list(s) and developing testing standards to ensure the same criteria and standardized format are used for scoring each applicant. The promotional board shall serve for two (2) years and shall consist of the following representatives: Department Administration (2), Personnel Services Department (1), Department officer of one rank above the position being tested chosen by Administration and the Union (1), and a Union Representative chosen by the Union (1).

Section 9.2 There will be a separate promotional test administered for Engineer and Lieutenant, with separate promotion lists created in accordance with section 9.9.

The following minimum requirements shall be met prior to being eligible to sit for a promotional exam. To be eligible to take a promotional exam, the applicant must currently occupy the position one rank below the rank he is testing for.

Engineer

1. Three (3) continuous years of service in the position of Firefighter/EMT with the Department
2. Florida State certified Pump Operator
3. Florida State certified EMT or Paramedic
4. Building Construction, as approved by the promotional board
5. Tactics and Strategies I, as approved by the promotional board
6. All bargaining unit employees hired on or after January 1, 2019 will be required to be a Florida State certified Paramedic in order to test for Engineer.

Lieutenant

1. Two (2) continuous years of service in the position of Firefighter/Engineer with the Department.
2. Florida State certified Fire Officer I
3. Florida State certified Paramedic
4. Two (2) continuous years of service with the Department as a Florida State certified Paramedic prior to the date of submission of the certificate requirement listed in Section 9.5
5. Pediatric Advanced Life Support certification or Department approved equivalent.

Section 9.3 Promotional examinations for Engineer shall be administered by the Department and scored using the following criteria:

1. 50% written test
2. 50% practical skills

The below bonus points shall only be applied after the individual has passed the written and practical skills with a combined score of seventy percent (70%) or better.

1. .5 point for each year of service in the position of Firefighter/EMT with the Department up to a maximum of 5 points
2. 4 points for Florida Paramedic

Veteran's preference will be applied in accordance with applicable law.

Written Reprimands that are documented in an employee's file within three-hundred and sixty (365) days, from the test date to the date of the incident, shall result in a five (5) point deduction per reprimand to the total score after bonus points are applied.

Section 9.4 Promotional examinations for Lieutenant shall be administered by the Department and scored using the following criteria:

1. 50% written test
2. 25% medical skills
3. 25% fire skills

The below bonus points shall only be applied after the individual has passed the written, medical skills and fire skills with a combined score of seventy percent (70%) or better. In regards to number 2, 3 and 4 below only the highest educational degree shall be counted.

1. .5 point for each year of service in the position of Firefighter/Engineer with the Department up to a maximum of five (5) points
2. .5 point for each year of service with the Department up to a maximum of five (5) points
3. 2 points shall be awarded for a 2 year degree
4. 4 points shall be awarded for a 4 year degree
5. 5 points shall be awarded for a Masters' Degree in a related field

Veterans' preference will be applied in accordance with applicable law.

Written Reprimands that are documented in an employee's file within the last three-hundred and sixty (365) days, from the test date to the date of the incident, shall result in a five (5) point deduction per reprimand to the total score after bonus points are applied.

The County will take into consideration the requirements of the position when preparing the practical skills portion of the exam. The passing grade for all promotional examinations shall be seventy percent (70%) without any bonus points applied.

Section 9.5 Announcements for Engineer and Lieutenant promotional tests will be made at least forty-five (45) days in advance of the test date. The following shall be submitted electronically through the County's Online Application System (OAS):

1. Letter of intent
2. Resume
3. Certificates and any other items as stated in the requirements of the testing notice

The letter of intent must be submitted electronically through the OAS thirty (30) business days prior to the test date. All other application materials must be submitted electronically through the OAS fourteen (14) business days prior to the test date. The Department shall provide each applicant a list of all suggested study materials limited to two (2) outside resources, and all departmental SOP's, SOG's, MSOP's and CBA for each promotional exam as determined by the Promotional Board. Once the promotional test is announced, the testing material shall not be changed or amended. If an update occurs to the department SOP, SOG, MSOP or CBA after a promotional test is announced, then the SOP, SOG, MSOP and CBA that were in effect at the time of test announcement shall be used to generate the tests.

Section 9.6 The duration of the promotional eligibility list shall be for a two (2) year period from the date the list is announced or until the list is exhausted. A new test date shall be announced within forty-five (45) days of the list expiring or being exhausted, and shall be held within one hundred-eighty (180) days of the announcement.

Section 9.7 For all promotional exams, if an eligible candidate is mathematically eliminated from passing the test after the written portion of the examination the candidate will not be allowed to proceed to the second step of the promotional examination.

Section 9.8 Special Assignment (a Special Assignment means appointment to a job position in the Department, not the awarding of incentive pay for performing additional duties in a current position) Designation selections shall be determined by the Committee which shall consist of the following: Two (2) Department Representatives as chosen by Administration, two (2) Union Representatives as chosen by the Union and one (1) Personnel Services representative. The committee shall use the following criteria:

1. Meet the eligibility requirements as set forth in the job posting.
2. The following shall be submitted electronically through the County's Online Application System (OAS):
 - a. Letter of intent
 - b. Resume
 - c. Any other items as stated in the requirements of the job posting
3. 100% interview

The following are the minimum requirements for Lieutenant Administration and Lieutenant-Marine Rescue positions:

Lieutenant – Administration

1. Associates Degree or higher in fire science, EMS, public administration or related field preferred
2. Must currently be a Lieutenant or on current eligibility list
3. Must be eligible for Instructor I, II or III certification within one year of position acceptance
4. Basic life Support and Advanced Cardiac Life Support certification; instructor credentials preferred

Lieutenant – Marine Rescue

1. Must currently be a Lieutenant or on current eligibility list
2. Current designation as a department Marine Specialist/Technician
3. Must have successfully completed USLA Open Water Lifeguard course and meet the requirements of USLA instructor within one (1) year of position acceptance
4. Must have Open Water Diver certification issued by a nationally recognized certifying agency, or ability to obtain it within six (6) months from position acceptance
5. Pass USLA swim requirement annually
6. Obtain CPR Instructor credential within six (6) months from position acceptance

Section 9.9 All persons with a passing score shall be ranked on a promotional list by name in numeric order. The person attaining the highest score ranked first, the next highest ranked second, etc. Promotions will be made from the rankings on the promotional list beginning with the top ranking and proceeding in numeric order. Any person offered a promotion based on their top ranking on the promotional list who declines to accept the promotion, shall be moved to the bottom of the promotion list for the remaining duration of the list. Any person accepting a promotion will be removed from the promotion list. As the candidates are removed from the list, the numeric number changes to reflect the removal. Example: the person who is numerically number one (1) is removed, the candidate who is number two (2) now changes to number one (1), and the list is updated numerically.

Section 9.10 If for any unforeseen circumstances, the candidate who is in the number one (1) position on the promotion list is no longer qualified for the position, the Promotion Board, at the request of the Fire Chief, shall be reconvened to examine the change in the candidates' qualifications. If the Promotion Board determines the candidate in the number one (1) position on the promotion list does not meet the qualifications for the promotion, the Promotion Board will recommend to the Fire Chief the candidate be (1) removed from the promotion list or (2) be passed over at this time for promotion but retain the number one position. If the Promotion Board determines the candidate in the number one position should not be promoted, the next candidate in the ranking on the promotion list shall be offered the promotion.

Section 9.11 An employee who has been demoted by administrative action or voluntarily steps down while under investigation, or voluntarily steps down while subject to disciplinary action, will not be eligible for promotional testing for a period of two (2) years from the date of the demotion.

Section 9.12 In the event of a tie the following sequence shall be used to break the tie.

1. The candidate with the higher time in position seniority shall be ranked higher on the promotion list.
2. The candidate with the higher department seniority shall be ranked higher on the promotion list.
3. The candidate who has the highest combined test score before any bonus points are awarded shall be ranked higher on the promotion list.
4. The candidate who has the highest combined skills test score shall be ranked higher on the promotion list.

Section 9.13 *Outside Testing Agency:* An outside testing agency shall be used as determined by the County. The testing agency shall be used to create the written portion of all exams. Once completed the exam shall be delivered to the Fire Chief to be secured. The Fire Chief or his designee (who is not on the promotional board) shall review the test for accuracy and make any changes to any questions not within the parameters of the listed test material. The test shall remain secured until the test date. Once the written exam is graded, the promotional board shall review the test to insure the validity of the exam questions. Any questions which are found to be inaccurate or not in line with the listed study material, shall be removed from the test completely and all written exams re-scored based on the correct amount of valid questions. The actual number of correctly answered questions, divided by the total number of questions that remain in the test after any challenged questions are found to be invalid, shall determine the percentage correct.

Section 9.14 *Written Testing Review*: Any candidate taking the written test will be provided the opportunity to review his scored test on the day of the test. This will take place in a secured room where the reference materials and the reference to the correct answers (a document indicating where the correct answer can be found) will be provided. The candidate will only have the opportunity to challenge any test questions on the day of the test. There will be no permitted challenge of any test questions after the day of the test. Any alterations made to the score sheet during the review process will result in automatic disqualification of the candidate.

Section 9.15 *Skills Testing Procedure*: The Department shall utilize a skills assessment for each section requiring a skills test using a combination of Department staff and assessor(s) from outside the Department grading together.

Section 9.16 When a position becomes vacant, excluding approved temporary leave, it will be filled within thirty (30) days from the vacancy using the appropriate promotional list for the rank that is vacant, unless the position is being deleted or the Fire Chief determines not to fill it due to budgetary constraints. The Fire Chief, or his designee, shall inform the Union, upon request, of the budgetary constraints. The candidate selection will be in accordance with section 9.9.

ARTICLE 10

HEALTH AND SAFETY

Section 10.1 The parties agree to cooperate in the continuing objective of eliminating safety and health hazards, preventing damage or loss of equipment, promoting safety conscious work habits, and following safety policies and procedures.

Section 10.2 The Health and Safety Committee will be composed of three (3) members chosen by the County, three (3) bargaining unit employees appointed by Local 3865's Union President selected from the Rank and File and/or Supervisory Unit, and the County's Risk Manager or designee. The County and the Union will each be able to appoint one (1) Committee member from their respective side who is a permanent seated member of the Committee. Committee members will serve two (2) year assignments with the new appointments made on alternate years; assignments may not be served consecutively unless mutually agreed to by the Fire Chief and the Union President. The Committee will meet regularly and a minimum of five (5) members must be present to hold a meeting.

Section 10.3 The Committee will have the responsibility to perform the following:

1. Monthly review of all injuries, accidents and vehicle damage reports to determine if such situations could have been avoided and make recommendations to Fire Administration on preventing re-occurrence.
2. Provide the Fire Rescue Chief with the findings of facts and recommendations of action warranted taking into account the following information:
 - a. Avoidable Incident
 - b. Disregard for safety procedures
 - c. Involvement of the Public
 - d. Current and environmental conditions surrounding the event
 - e. Gross negligence
 - f. Repeat offenses or incidents
3. Review of current industry trends for health and safety.
4. Promote and disseminate health and safety information to career staff.
5. Review and discuss health and safety information provided by the County Safety Committee.
6. Publish minutes from their meetings and make them available to all stations.

ARTICLE 11

INSURANCE

Section 11.1 The County will continue to pay the cost for insurance coverage to all bargaining unit employees at the same coverage levels as is provided to other County employees. The County shall encourage attendance by the Union at all County Insurance Committee meetings

Section 11.2 An ad hoc committee shall be formed for the sole purpose of investigating, researching, and recommending a Post Employment Health Benefits Program. The committee will consist of two (2) representatives from the County appointed by the County Administrator and two (2) members of the Union appointed by the President of the Union. The committee shall be formed within one month of ratification and shall attempt to meet at least once a quarter. The committee will make a recommendation to the County Administrator and the Union. Once a final recommendation is accepted by the County Administrator and the Union, the committee will automatically dissolve.

ARTICLE 12

VACATION

Section 12.1 Vacation shall be granted to all eligible full-time employees of the bargaining unit who work twenty-four (24) hour shifts and were hired prior to January 1, 1997, on the following basis:

Years of Continuous Service	Length of Vacation
1 year -- less than 3 years	120 hours per year
3 years -- less than 10 years	180 hours per year
10 years -- less than 15 years	240 hours per year
15 years -- less than 20 years	300 hours per year
Over 20 years	360 hours per year

Section 12.2 Vacation shall be granted to eligible full-time employees of the bargaining unit who work twenty-four (24) hour shifts and were hired after January 1, 1997, on the following basis:

Years of Continuous Service	Length of Vacation
1 year -- less than 3 years	120 hours per year
3 years -- less than 10 years	180 hours per year
10 years or more	240 hours per year

Section 12.3 Maximum Vacation Accumulation for twenty-four (24) hour shift employees shall be three-hundred sixty (360) hours. Vacation is credited to the employee on the last day of the pay period, or in the case of separation, on the last day the employee is on the payroll.

Section 12.4 Vacation shall be granted to eligible full-time employees of the bargaining unit who work eight (8) hour shifts and were hired prior to January 1, 1997, on the following basis:

Years of Continuous Service	Length of Vacation
1 year -- less than 3 years	80 hours per year
3 years -- less than 10 years	120 hours per year
10 years -- less than 15 years	160 hours per year
15 years -- less than 20 years	200 hours per year
Over 20 years	240 hours per year

Section 12.5 Vacation shall be granted to eligible full-time employees of the bargaining unit who work eight (8) hour shifts and were hired after January 1, 1997, on the following basis:

Years of Continuous Service	Length of Vacation
1 year -- less than 3 years	80 hours per year
3 years -- less than 10 years	120 hours per year
10 years or more	160 hours per year

Section 12.6 Maximum Vacation Accumulation for forty (40) hour shift employees shall be two-hundred forty (240) hours. Vacation is credited to the employee on the last day of the pay period, or in the case of separation, on the last day the employee is on the payroll.

Section 12.7 *Vacation Eligibility Requirements:* Every employee shall be eligible to take paid vacation after six (6) months employment with the County. However, employees shall start to accumulate vacation credit as of their date of employment. Use of vacation is not authorized prior to the time it is earned and credited to the employee, and may only be used with the prior approval of the Fire Chief.

Section 12.8 *Request for Vacation:* In order to assure the orderly performance and continuity of those services provided by the employees, each employee wishing to schedule a vacation leave should request leave using the Department's electronic scheduling program at least five (5) calendar days and twenty (20) hours in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want them, employees should, request their vacations as many months in advance as possible.

Requests for vacation shall be granted upon approval of the Battalion Chief or his designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of County service.

Section 12.9 *Separation from Service:* Any employee who is laid off, voluntarily resigns, or retires, shall receive vacation pay for all of his accrued vacation upon his separation up to a maximum of two-hundred forty (240) hours for forty (40) hour employees and three-hundred sixty (360) hours for twenty-four (24) hour shift employees. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last work day of the employee's employment. The employee must have a minimum of six (6) months of service in order to qualify for this payment.

Section 12.10 *Vacation Buyback:* Employees covered by the collective bargaining agreement are eligible for vacation buyback in accordance with the County's policy as outlined in the Administrative Code.

Section 12.11 *Birthday Leave:* Birthday leave will be recognized as a floating twenty-four (24) hour leave day for 24/48 employees and a floating eight (8) hour leave day for forty (40) hour work week employees. This can be taken any time after the birthday has been recognized but must be used within 365 calendar days up to and including the birthday.

ARTICLE 13

SENIORITY

Section 13.1 There will be two (2) types of seniority - time in position seniority and department seniority. Time in position seniority will be the amount of continuous time spent in a particular position. Department seniority will be the amount of continuous time spent in the Fire Rescue Department of the County.

Section 13.2 Continuous service will be considered severed when:

1. An employee resigns or retires; or
2. Is discharged for cause; or
3. Takes an unauthorized Leave of Absence (LOA); or
4. Is on lay off more than one (1) year; or
5. Misrepresents facts on his application which if known at the time of hire would have prevented the applicant from being hired; or
6. Gives a false reason for requesting a LOA.

ARTICLE 14

LAY-OFF AND RECALL

Section 14.1 If it becomes necessary to lay-off employees, time in position and department seniority will be utilized. The employee with the least department seniority will be laid off and an employee with the least time in position will be returned to their previous position and pay grade, provided the remaining employees possess the necessary skills and qualifications of those laid-off.

Section 14.2 When recalling employees, time in position will prevail provided the employees possess the necessary skills and experience for the job opening and continue to meet the required physical and medical standards of the job.

Section 14.3 Laid-off employees shall maintain seniority for a period of one (1) year after which their seniority shall be canceled.

Section 14.4 Laid-off employees must promptly notify the County of any change of address or telephone number. Notice of recall will be sent to the employee's last address on record, via certified mail with return receipt required.

Section 14.5 Failure to notify the County within seven (7) business days after the receipt of the notice of recall will cause the employee to lose all seniority and the County to recall the next most senior employee.

ARTICLE 15

HOLIDAY TIME

Section 15.1 The following shall be considered holidays for twenty-four (24) hour shift personnel and shall be administered and paid as follows:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

All twenty-four (24) hour employees who work any hours on a holiday will be paid at the rate of one and one-half (1½) times their regular rate of pay for each hour worked in addition to twenty-four (24) hours of holiday pay at their regular rate of pay. Employees will be allowed to trade shifts on a holiday, as long as they are trading for another holiday. Both sides of the trade must be identified and agreed upon prior to the trade being approved. No trade shall result in either employee gaining additional payment of wages or benefits. Employees who **do not** work on a holiday will be credited for the holiday to be used at a later date.

Section 15.2 Holidays for forty (40) hour week employees will be the same as those set each year by the Board of County Commissioners for regular full time County employees. Forty (40) hour work week employees who work on a holiday shall be paid in accordance with County policy.

Section 15.3 "On call" employees shall not be required to use their holiday benefit if they are twenty-four (24) hour shift employees and are called in on a holiday. Forty (40) hour work week employees who are called in on a holiday shall be paid as identified in Section 15.2 of this article.

ARTICLE 16

SICK LEAVE

Section 16.1 The present policy of sick leave currently in effect by the County shall be continued for the duration of this Agreement. It is recognized that there are two classes of employees - twenty-four (24) hour employees and forty (40) hour employees. Each group will continue to accrue hours at the present rate.

Section 16.2 The Union and the Fire Rescue Department's Administration will encourage the employees of the collective bargaining unit to join the County's sick leave pool.

Section 16.3 As a participant of the County's sick leave pool employees of the collective bargaining unit will have their Holiday Leave and Birthday Leave exempt from said requirements prior to accessing allocated hours from the County's sick leave pool.

Section 16.4 Full time employees, after completing their probationary period, will be entitled to earn one (1) paid shift off if they do not use sick leave within the period of one (1) full fiscal year (beginning October 1). The time must be used prior to October 1 of the next year.

ARTICLE 17

ALCOHOL AND DRUG TESTING

Section 17.1 The parties agree to abide by the County's Alcohol and Drug Testing Policy contained within the County's Administrative Code, which may be revised by the County. The County agrees to provide the Union with advance notice of any revisions. Should the revisions impact wages, hours, or terms and conditions of employment, the County and the Union will bargain over the impact of such changes.

ARTICLE 18

TEMPORARY UPGRADING

Section 18.1 *Need for Temporary Upgrading:* To assure the orderly performance and continuity of services, the County may be required to temporarily upgrade employees on an acting basis to positions of a higher pay grade. For the purpose of this Article, it is understood that temporary upgrading may be required in order to fill or compensate for temporary position classification vacancies, which may exist for any of the following reasons:

1. A position classification is temporarily vacant, although filled, because the regular employee is on vacation, sick leave, duty injury leave, maternity leave, or other approved leave of absence.

Section 18.2 *Selection for Temporary Upgrading:* The selection of an employee for temporary upgrading shall be at the discretion of the Battalion Chief, or his designee, taking into consideration the qualifications and requirements of the position to be filled, and the qualifications and job performance of those employees eligible for the temporary upgrading. Selection for temporary upgrading can only be from one rank below the position that needs to be filled.

Section 18.3 *Compensation for Temporary Upgrading to Engineer or Lieutenant:* Temporary upgrade pay shall be authorized when an employee is ordered to assume the responsibilities of Lieutenant or Engineer. The rate of said upgrade pay shall be eight (8) percent. Upgrade pay is owed when the employee assumes the responsibilities of the higher position for more than two (2) hours. Upgrade pay will be retroactive from the first hour worked in the upgraded position.

Section 18.4 *Compensation for Temporary Upgrading to Captain:* The selection of an employee for temporary upgrading shall be at the discretion of the Fire Chief or his designee. Temporary upgrade pay shall be authorized when an employee is ordered to assume the responsibilities of Captain. The rate of said upgrade pay shall be eight (8) percent. Upgrade pay is owed when an employee assumes the responsibilities of the higher position for more than two (2) consecutive shifts.

ARTICLE 19

OUTSIDE EMPLOYMENT AND BUSINESS ACTIVITY

Section 19.1 Employment with the County shall be the bargaining unit employees' primary employment. Bargaining unit employees shall not engage in any outside employment (including self-employment), enterprise, or other activity, whether paid or unpaid, which could interfere with, be inconsistent or incompatible with, or be in conflict with the employee's duties or with the functions and responsibilities of the County. Approval of outside employment or business activity is at the sole discretion of the Fire Chief.

Section 19.2 Any bargaining unit member who desires to perform outside employment shall first complete and submit to the Fire Chief a Secondary Employment Form. The employee will be required to provide the type of employment or business activity, the hours of work, the name of the prospective employer or business activity, and the location of where said employee is to be employed or conduct the business activity. Any employee who begins outside employment or business activity without authorization shall be subject to disciplinary action.

Section 19.3 Any employee who is granted permission to engage in outside employment or business activity under the terms of this Article shall make arrangements with the outside employer to be relieved from his outside duties if and when called for emergency service by the County.

ARTICLE 20

LOSS OF PERSONAL PROPERTY

Section 20.1 The County will repair or replace an employee's prescription eyeglasses, contact lenses, sunglasses, and personal watch when all of the following conditions are met:

1. The item was damaged or lost as a result of the employee's direct action while actively engaged in the performance of his duties; and
2. The damage or loss was not a result of the employee's own negligence, or failure to use proper protective equipment; and
3. The employee reports the damage or loss to the person who was in charge at the emergency or work location, within twenty-four (24) hours after the occurrence of the damage or loss on a department incident report; and
4. The person in charge at the emergency or work location certifies and the employee certifies in writing that the damage or loss occurred as a result of the employee's performance of his duties, and that the employee is entitled to repair or replacement of the item under the provisions of this section.
5. The employee will send a copy of the incident report to the Battalion Chief or designee. The Battalion Chief or designee will investigate the claim and forward his recommendation to the Support Services Chief or his designee who will make the determination as to whether the damage is reimbursable.

Section 20.2 When the conditions of Section 20.1 are met, the County will either repair or replace the prescription eyeglasses, contact lenses, sunglasses, and/or personal watch, whichever results in a lower cost to the County.

Section 20.3 The County will not be required to repair or replace jewelry (other than the employee's personal watch).

Section 20.4 In no event will the County be required to pay more than one hundred fifty dollars (\$150.00) each calendar year per employee under this Article.

ARTICLE 21

MERGERS

Section 21.1 Should there be a merger involving the County's Fire Rescue Department, no regular full-time employee of the County shall be displaced or demoted in rank or grade. The County agrees to discuss with the Union any proposal to merge with any other entity.

ARTICLE 22

UNIFORMS AND EQUIPMENT

Section 22.1 The County shall furnish new bargaining unit employees the following initial uniform and protective clothing and equipment. Such uniforms, protective clothing, and equipment, when provided, must be used. The issuance, use and appearance of uniforms, protective clothing and equipment shall be governed by standard operating procedures.

- 1 Badge
- 1 complete set of collar brass for Engineer and Lieutenant
- 1 long sleeve dress uniform shirt and tie
- 3 blue Class B work shirts with Department insignia (NFPA approved)
- 5 pairs of trousers (NFPA approved)
- 1 rain jacket
- 2 sweatshirts
- 1 complete set of protective bunker gear including two (2) hoods
- EMT/Paramedic shoulder patches, as applicable
- Prescription eyewear insert for SCBA masks for those employees who require it
- 1 baseball style cap
- 1 cold weather jacket
- 6 t-shirts
- 2 long sleeve department issued t-shirts
- 2 pair of department issued shorts
- 1 pair of duty boots
- 1 duty belt

Section 22.2 The County will replace protective clothing, equipment, and uniforms issued by the County when the items become worn or damaged beyond use. If the employee loses or misplaces his gear or clothing, he shall replace same at his cost. The County shall not be responsible for replacing any clothing or equipment damaged or destroyed as a result of the employee's negligence.

Section 22.3 Any employee transferred from one activity to another activity shall return or otherwise account for all previously issued uniforms and equipment. Thereafter, the County shall furnish the employee with all additional uniforms or equipment necessary to perform the duties of the new assignment, as determined by the County.

Section 22.4 The County shall retain ownership of all items issued to the employee by the County.

Section 22.5 The County shall continue its current policy for dry cleaning and laundering of uniforms by County approved dry cleaning and laundering commercial establishments.

ARTICLE 23

WAGES

Section 23.1 All bargaining unit employees shall be compensated in accordance with the pay plan (Appendix F) for employees covered by this Agreement.

Section 23.2 Every bargaining unit employee who meets the definition of firefighter as set forth in Section 633.30(1), Florida Statutes, who is certified in compliance with Section 633.35, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit employee has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal.

1. Any such bargaining unit employee who receives an applicable associate degree from an accredited college as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation paid bi-weekly in accordance with the amount identified in Florida Statute.
2. Any such bargaining unit employee who receives an applicable bachelor's degree from an accredited college or university as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation paid bi-weekly in accordance with the amount identified in Florida Statute.

Section 23.3 No employee shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. of Section 23.2 at any one time.

Section 23.4 No bargaining unit employee shall be paid at a salary rate greater than the maximum or less than the minimum established for his or her classification. See Appendix F.

Section 23.5 The pay plan shall be administered by the County in accordance with the following procedures for establishing the pay rates for individual employees:

1. *New Employees:* New employees will be appointed at the minimum rate established for their classification.
2. *Pay Rate Upon Promotion:* When an employee is promoted to a position in a higher pay classification, the employee's salary shall be determined by advancing into the higher pay grade in a step that is one (1) step lower than their current step in the lower pay grade (i.e. step 11 Firefighter goes to step 10 Engineer). The new salary shall not exceed the maximum for his classification. See Appendix F.
3. *Pay Rate Upon Demotion:* When an employee is demoted to a position in a lower pay grade the employee will move down to the lower pay grade at one step above their existing step in the higher pay grade (i.e. step 12 Engineer goes to step 13 Firefighter; step 11 Lieutenant goes to step 13 Firefighter).
4. *Pay Rate Upon Transfer:* When an employee is transferred from a position in one pay classification to another position in the same pay classification, no change in salary shall be made because of such transfer.

5. For Fiscal Year 2019 (October 1, 2018 to September 30, 2019), the bargaining unit pay plan (Appendix F) will be adjusted by the same percentage and manner as the County's pay plan for all other County employees. Additionally, all bargaining unit members not in a probationary status (as defined in Article 8, Probationary Period) will receive a one (1) step adjustment in their current position classification effective the first full pay period in October 2018.
6. For Fiscal Years 2020 (October 1, 2019 to September 30, 2020) and 2021 (October 1, 2020 to September 30, 2021) there will be no pay plan adjustment for bargaining unit employees unless the County provides a County-wide pay plan adjustment for all County employees in which case the bargaining unit pay plan (Appendix F) will be adjusted by the same percentage and manner as the County's pay plan for all other County employees.
7. Step increases, if any, for any year after Fiscal Year 2019 (October 1, 2018 to September 30, 2019) will be established through the collective bargaining process.
8. Nothing herein, however, prevents the County, upon agreement by the Union, from making market adjustment increases for any bargaining unit position.

Section 23.6 *Evaluations*: An employee may grieve an annual evaluation that results in the employee being denied an annual step increase.

ARTICLE 24

INCENTIVES

Section 24.1 *Payment of Incentive and Assignment Pay:*

Incentive Pay and Assignment Pay will be paid beginning the effective date that the employee is approved for the incentive or scheduled for the assignment, either by the State and/or the Department. All incentive pay and assignment pay will be paid bi-weekly.

Rescue Assignment Pay and On Call Assignment will be recorded on the employee's bi-weekly time sheet for hours worked that qualify for the assignment pay.

Section 24.2 *Special Operations:*

1. The employee must be formally assigned duties as a Special Operations Responder in order to qualify for the Special Operations incentive.
2. Criteria have been established determining qualifications and retention to obtain and maintain designation as a Special Operations Responder.
3. Non-compliance of the retention criteria may result in the removal of the Special Operations Responder designation and the associated incentive by the Fire Chief.
4. The Fire Chief shall have the discretion to determine the number of Special Operations Responders.
5. There shall be no requirement to continue the incentive when an employee is no longer designated as a Special Operations Responder. The Special Operations Responder Incentive will be sixty dollars (\$60.00) per pay period.

Section 24.3 *Investigator:*

1. The employee must be formally assigned duties as an on-call fire investigator, and placed on a call schedule.
2. Employees must have a current certification as a fire investigator from the State Fire Marshal's Office, OR must complete an annual certification process as established by the Department.
3. The Fire Marshal shall have the discretion to determine the number of fire investigators required.
4. Conducting or assisting in a cause and origin investigation, as part of the routine responsibilities of the employee's regular position, shall not be construed as formal assignment as a fire investigator.
5. Criteria have been established determining qualifications and retention as an investigator. There shall be no requirement to continue the incentive when an employee is no longer designated as an Investigator. The Investigator Incentive will be twenty-five dollars (\$25.00) per pay period.

Section 24.4 *Paramedic Assignment:*

1. Those Bargaining Unit employees who possess and maintain a State of Florida Paramedic Certification and a Departmental designation as a Paramedic, shall be entitled to the Paramedic Incentive.
2. Criteria have been established determining qualifications and retention to maintain Departmental designation as a Paramedic. There shall be no requirement to continue the incentive when an employee is no longer designated as Paramedic by the Medical Director of the Fire Rescue Department. The Paramedic Incentive will be one-hundred and ninety dollars (\$190) per pay period.

Section 24.5 *Rescue Assignment:*

The employee must be assigned to a rescue unit (ambulance) to be eligible to receive Rescue Assignment Pay. The Rescue Assignment Incentive shall be \$1.50 per hour for each hour worked on a rescue unit. This incentive will be paid bi-weekly for the total actual hours worked each pay period on a rescue unit.

Section 24.6 *Paid on Call:*

Any employee who is assigned “on call” status by the Fire Chief or his designee, and has been placed on the Department’s schedule as such, shall be paid a fee of \$1.00 per hour for each day the employee is subject to calls for service.

ARTICLE 25

EDUCATION

Section 25.1 The County agrees to abide by the tuition reimbursement program set forth in the County's Administrative Code, subject to available funding.

Section 25.2 The responsibility of maintaining the proper certifications is the employee's. The County shall make available in-house training for employees while on County time. Employees who do not elect in-house training must make arrangements to receive it on off-duty hours and will not be compensated for such training. Employees participating in training that is available through the Department's training platforms will receive credit (CEU's). The County will provide the training necessary to maintain State certifications required for the employee's job classification.

Section 25.3 The County will reimburse bargaining unit employees for the mode of transportation selected by the County, for lodging selected by the County, and for meals in accordance with County policy for attending classes, seminars, and meetings approved in advance by the Fire Chief and held outside a fifty (50) mile radius from the Fire Rescue Department Administration Building.

ARTICLE 26

DEATH BENEFIT

Section 26.1 The County shall pay for the cost of funeral and burial expenses of employees killed in the line of duty, in accordance with applicable law.

ARTICLE 27

SERVICES TO THE UNION

Section 27.1 The County agrees to provide an electronic copy of this Agreement at every station in the County. A paper copy of this Agreement may be requested from the Battalion Chief or Captain.

Section 27.2 The Union may post information on existing bulletin boards.

ARTICLE 28

LABOR-MANAGEMENT COMMITTEE

Section 28.1 There shall be a labor-management committee that shall consist of a total of six (6) members; three (3) members designated by the Union President and three (3) members designated by the Fire Chief. There must be, at a minimum, one (1) person from the Supervisory Unit included in the committee makeup that is selected by the Union President. The purpose of this committee is to discuss ideas and objectives of mutual concern, not involving grievances or the terms and conditions of this Agreement. Meetings will be held when requested by the Union or by management.

Section 28.2 The labor-management committee shall not be used to negotiate terms and conditions of employment. Rather, the committee shall only be used to discuss ideas and objectives of mutual concern as set forth above. The committee shall be allowed to review and discuss all new policies and guides prior to their implementation. There shall be no requirement that any action be taken as a result of a labor-management committee meeting.

ARTICLE 29

DUTY VEHICLES

Section 29.1 The County Administrator or his designee shall have the sole and exclusive right to determine the assignment of vehicles and to remove such assignment. The Fire Chief shall have the authority to determine vehicle assignment external to the normal shift assignment. The assignment of vehicles shall not be considered an employee job benefit but an operational equipment decision and shall be in accordance with the County's established Vehicle Policy.

Section 29.2 Fire Investigators on call shall be required to regularly respond to alarms both during a normal (day-time) shift assignment and after hours and shall be furnished a vehicle in accordance with the County's established Vehicle Policy.

ARTICLE 30

PERSONAL LIABILITY

Section 30.1 The County agrees to follow Florida State Statutes on this issue.

ARTICLE 31

WORKERS' COMPENSATION

Section 31.1 The County provides workers' compensation insurance benefits for bargaining unit employees who are injured in the course and scope of their job duties while employed by the County in compliance with Florida Statute Worker's Compensation Law Chapter 440 and applicable County policies.

Section 31.2 The parties agree to cooperate in eliminating injuries arising out of and in the course of employment of bargaining unit employees. The parties further agree to work together to provide a safe and healthy working environment.

ARTICLE 32

USE OF TOBACCO

Section 32.1 Smoking or use of tobacco products is prohibited inside any Department facility or vehicle, including but not limited to apparatus bays. No smoking or use of any tobacco product by any bargaining unit employee will be permitted at any time in these areas.

ARTICLE 33

VOTING TIME

Section 33.1 In the event voting cannot occur during non-working hours, requests to vote in any Federal, State or Local election will be governed by the Voting Policy in the County's Administrative Code.

ARTICLE 34

MILEAGE ALLOWANCE

Section 34.1 In the event a bargaining unit employee is ordered to use his private vehicle for Fire Department business, he shall be compensated at the rate set by State Statute for use of private vehicles.

Section 34.2 It is understood that in the event any bargaining unit employee of the bargaining unit is required to relocate from one station to another during a single shift, or if the relocation occurs after the employee has left his station on their last shift worked prior to the relocation, and provided the employee has no other choice but to use his personal vehicle for such relocation, he shall be entitled to twelve dollars (\$12.00) per station relocation.

Section 34.3 Reimbursement for station relocations will be submitted and paid in the pay period in which the transfer occurred.

ARTICLE 35

BEREAVEMENT LEAVE

Section 35.1 Bereavement leave shall be granted in the event of a qualifying death according to the County's Death In Immediate Family Bereavement Leave Policy (in the County's Administrative Code), which is incorporated herein by reference. Employees on a twenty-four (24) hour shift shall be granted two (2) twenty-four (24) hour shifts off for such leave, and forty (40) hour work week employees shall be granted a maximum of five (5) consecutive eight (8) hour work days off for such leave.

ARTICLE 36

SHIFT EXCHANGE

Section 36.1 The Battalion Chief or his designee (Captain or higher) may, at their sole discretion, grant the request of any two (2) bargaining unit employees to exchange shifts or days off, without a change of pay, provided that, in the opinion of the Battalion Chief or his designee (Captain or higher), they are equally capable to perform each other's respective jobs, and able and willing to make the exchange. Under no circumstance will a requested shift exchange result in additional overtime payments for either participant. The Fire Chief or designee shall have the right to make reasonable rules limiting the number of shift exchanges that any two (2) employees may arrange in a given period.

Section 36.2 A request for a shift exchange must be made in accordance with Standard Operating Procedures. Such request must be submitted at least twenty (20) hours before the exchange is to occur. There will be no three (3) way exchanges of shifts without the approval of the Fire Chief or his designee.

Section 36.3 The employee agreeing to work the shift exchange for the employee requesting the shift exchange shall be held accountable to report for duty. Rules for shift exchanges are found in the Department policy.

ARTICLE 37

PENSION

Section 37.1 During the term of this Agreement, employees shall continue to participate in the State of Florida Retirement System Plan in accordance with and subject to the provisions of the Statutes of the State of Florida now applicable or as they may hereafter be amended.

Section 37.2 The County agrees that the Union shall have the right, during the term of this Agreement, to explore and present to the County a supplement to the current pension plan without negotiating such improvements or changes within the collective bargaining process.

ARTICLE 38

FAMILY AND MEDICAL LEAVE

Section 38.1 The parties agree that the County's Family and Medical Leave Policy outlined in the Administrative Code shall apply to all employees within the bargaining unit and shall be administered in accordance with applicable laws.

ARTICLE 39

COURT TIME

Section 39.1 A bargaining unit employee who is properly subpoenaed to appear as a witness, while off duty, in any case (not including arbitrations, PERC or Special Magistrate proceedings as a witness for the Union) that the employee is involved in as a result of his employment with the County shall be paid one and one half (1 1/2) times his current hourly rate. The employee shall receive a minimum of two (2) hours pay, and the employee shall return all witness fees received. If the employee is on duty when the deposition or trial is scheduled, the employee will be granted the time off without any loss of wages. The employee will immediately notify his Battalion Chief or his designee upon receipt of a subpoena and shall also provide him a copy. The employee acknowledges that the County shall have the right to attempt to reschedule the appearance to a time to meet operational concerns and the County will take the employee's interests into consideration.

Section 39.2 A bargaining unit member who is summoned to appear in the County, State or Federal Court for jury duty shall notify his Battalion Chief or his designee upon receipt of the said summons. The County shall then schedule said employee off-duty two (2) hours prior to and two (2) hours after which the employee is scheduled to appear for said jury duty time only if said employee is scheduled for regular duty during that time provided. An employee shall not be required to be on duty after 10:00 p.m. if he is scheduled for jury duty on the following day. The County shall pay an employee at his regular rate of pay while on any jury duty that occurs during an employee's regularly scheduled duty hours, provided that the employee will be responsible for reimbursement to the County of funds paid by the court for jury services.

ARTICLE 40

NO STRIKES / NO LOCKOUTS

Section 40.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sick-out, work stoppage, picketing, strike, or any other activity which could interfere with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 40.2 The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 40.1 to return to work.

Section 40.3 An employee may be disciplined by the County up to and including discharge for a violation of Section 40.1. An employee or the Union may grieve the issue of whether or not the employee violated Section 40.1.

Section 40.4 Nothing contained herein shall preclude the Union or the County from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 41

MEDICAL EXAMINATIONS

Section 41.1 All personnel who engage in emergency operations are required to complete a Department approved physical exam annually by either the Department-designated healthcare provider or their own healthcare provider. A Department issued form will be completed by the healthcare provider and sent to the County's Personnel Services Department. Completion of this exam will be paid for by the County health plan; provided, however, the Department will pay any amount not covered by the health plan for the examination by the Department designated healthcare provider; and the employee will be responsible for any amount not covered by the health plan if using his own healthcare provider.

Section 41.2 Immunizations will be provided to all bargaining unit members at no cost to the employees based on industry standards as specified in current guidelines issued by the National Center for Disease Control.

ARTICLE 42

UNION TIME POOL

Section 42.1 There will be a Union time pool created that will allow bargaining unit members to contribute earned vacation hours, holiday leave hours (in twenty-four (24) hour increments), and/or up to twenty-four (24) hours of sick time annually for use by the Union so long as seventy-two (72) hours remain in the employee's sick leave accrual after the deduction. The Union Secretary will present the proper forms to the Personnel Department and will assist in administration of the time pool if requested. Time off (using the time pool) will be subject to the Fire Chief or his designee's approval. Requests must be authorized by a Union Officer before submission to the Fire Chief or his designee. The maximum accumulated hours in the pool shall be one thousand six hundred (1,600).

Section 42.2 In the case of mutual interest between the Department and the Union, Union time pool leave may be submitted to the Fire Chief or his designee for consideration to be designated time worked for the calculation of FLSA hours worked.

ARTICLE 43

PAY CHECKS

Section 43.1 The parties agree that the current practice regarding preparation and disbursement of pay checks is acceptable.

ARTICLE 44

SCOPE OF WORK

Section 44.1 Bargaining unit employees will not be required to perform duties that are outside of the nature of work as required in the job classification, except when the Department is operating during a declared State of Emergency.

ARTICLE 45

SEVERABILITY

Section 45.1 In the event that a court of competent jurisdiction declares any provision of this Agreement invalid, or should the same be rendered invalid by reason of an existing or subsequently enacted legislation, the remainder of the Agreement shall remain in full force and effect. The County and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 46

SAVINGS CLAUSE

Section 46.1 Both parties have had full opportunity to bargain over all issues as required by law. The agreement on those issues is contained in this Agreement. No subject will be open for bargaining unless both parties mutually agree.

ARTICLE 47

DURATION OF AGREEMENT

Section 47.1 This Agreement shall become effective as of the later of the 1st day of October, 2018 or the date of ratification by the last party to ratify the Agreement. The entire Agreement shall remain in force and effect until midnight the last day of September 2021. For Fiscal Year 2020 (October 1, 2019 to September 30, 2020) and Fiscal Year 2021 (October 1, 2020 to September 30, 2021), each side may reopen for negotiations up to three (3) articles each for each fiscal year with the exception of Article 23, Wages, which may be automatically reopened for negotiations for Fiscal Year 2020 (October 1, 2019 to September 30, 2020) and Fiscal Year 2021 (October 1, 2020 to September 30, 2021). Any party desiring to reopen articles for Fiscal Year 2020 and/or Fiscal Year 2021 must provide the other party with written notice of such desire, identifying the articles to be reopened, no later than February 1 of the preceding Fiscal Year (i.e., February 1, 2019 for Fiscal Year 2020 and February 1, 2020 for Fiscal Year 2021).

EXECUTION OF AGREEMENT

THIS AGREEMENT, having been duly ratified by vote of the members of the Bargaining Unit covered hereunder, and the St. Johns County Board of County Commissioners, is hereby executed with the signatures affixed hereto.

DATED this _____ day of September, 2018.

WITNESSES:

ST. JOHNS COUNTY PROFESSIONAL
FIREFIGHTERS AND PARAMEDICS,
IAFF, LOCAL #3865

_____`

BY: _____
President, IAFF, Local #3865

_____`

BY: _____
Secretary, IAFF, Local #3865

WITNESSES:

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

_____`

BY: _____
Chair, Board of County Commissioners,
St. Johns County

_____`

BY: _____
County Administrator, St. Johns County

_____`

BY: _____
Fire Chief, St. Johns County

APPENDIX A

Authorization for Check off of Union Dues

I hereby authorize the St. Johns County Board of County Commissioners to deduct bi-weekly from my earnings dues, other assessments, and premiums for benefits provided through the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, AFL-CIO in the amount certified by the Financial Office of Local #3865, and further authorize the remittance of such amount(s) to said Local #3865 in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefore.

My signature below indicates my approval to deduct dues, other assessments, and, if indicated, additional premiums for benefits in the amounts indicated. I understand that additional benefits are offered and managed through the Local #3865 and are optional. Deductions will appear as a total amount on my pay stub.

DUES and OTHER ASSESSMENTS: \$ _____

BENEFITS: \$ _____

Employee Name (PRINTED): _____

Employee Name (SIGNED): _____

EMPLOYEE #: _____

DATE: _____

Staff Use Only

Copy Received By:

Sent to IAFF On:

APPENDIX B

Authorization for Revocation of Union Dues

I hereby authorize the St. Johns County Board of County Commissioners to stop deducting bi-weekly from my earnings dues for the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, AFL-CIO in the amount certified by the Financial Office of Local #3865, and further certify that I have notified said Local#3865, in writing, in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865 and applicable statutes. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefor.

My signature below indicates my approval to revoke deductions for dues, other assessments, and, if indicated, additional premiums for benefits in the amounts indicated.

DUES: \$ _____

Other Assessments: \$ _____

BENEFITS: \$ _____

Employee Name (PRINTED): _____

Employee Name (SIGNED): _____

EMPLOYEE #: _____

DATE: _____

Staff Use Only

Copy Received By: _____

Sent to IAFF On: _____

APPENDIX C

Authorization for Check off of Benevolent Fund Dues

I hereby authorize the St. Johns County Board of County Commissioners to deduct bi-weekly from my earnings dues for the St. Johns County Firefighters Benevolent Fund in the amount of five dollars (\$5), and further authorize the remittance of such amounts to Local #3865, St. Johns County Professional Firefighters and Paramedics in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I understand that in order to deduct dues for the purpose of the Benevolent fund, I must have already submitted an Authorization for Check off of Union Dues Form (APPENDIX A) and be a current member in good standing.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefore.

My signature below indicates my approval to deduct Benevolent Fund dues in the amount indicated. I understand that additional benefits are offered and managed through the Local #3865 and are optional. Deductions will appear as a total amount on my pay stub.

BENEVOLENT FUND DUES: \$ _____

Employee Name (PRINTED): _____

Employee Name (SIGNED): _____

EMPLOYEE #: _____

DATE: _____

Staff Use Only

Copy Received By: _____

Sent to IAFF On: _____

APPENDIX D

Authorization for Revocation of Benevolent Fund Dues

I hereby authorize the St. Johns County Board of County Commissioners to stop deducting bi-weekly from my Benevolent Fund dues for the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, in the amount of five dollars (\$5), and further certify that I have notified said Local#3865, in writing, in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865 and applicable statutes. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefor.

My signature below indicates my approval to revoke deductions for Benevolent Fund dues in the amount indicated.

BENEVOLENT FUND DUES: \$_____

Employee Name (PRINTED):_____

Employee Name (SIGNED):_____

EMPLOYEE #:_____

DATE:_____

Staff Use Only

Copy Received By:_____

Sent to IAFF On:_____

APPENDIX E

Firefighters' Bill of Rights

112.82 Rights of firefighters – Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

1. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility that has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.
2. No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.
3. All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
4. The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
5. Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.
6. The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.
7. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
8. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.
9. No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

Appendix F: Salary Schedule FY2018 - Effective 10/8/2017

Firefighter/EMT			Firefighter/Engineer			Firefighter/Lieutenant		
Step	Annual	Hourly	Step	Annual	Hourly	Step	Annual	Hourly
1	\$37,143.50	\$12.755323						
2	\$38,036.53	\$13.061995	2	\$42,043.92	\$14.438159			
3	\$38,929.56	\$13.368668	3	\$43,044.21	\$14.781666			
4	\$39,822.58	\$13.675337	4	\$44,044.49	\$15.125168	4	\$51,801.50	\$17.788977
5	\$40,715.62	\$13.982012	5	\$45,044.78	\$15.468674	5	\$53,008.42	\$18.203441
6	\$41,608.65	\$14.288685	6	\$46,045.07	\$15.812181	6	\$54,215.36	\$18.617912
7	\$42,501.68	\$14.595357	7	\$47,045.35	\$16.155683	7	\$55,422.29	\$19.032380
8	\$43,394.71	\$14.902030	8	\$48,045.65	\$16.499193	8	\$56,629.21	\$19.446844
9	\$44,287.74	\$15.208702	9	\$49,045.93	\$16.842696	9	\$57,836.15	\$19.861315
10	\$45,180.76	\$15.515371	10	\$50,046.21	\$17.186198	10	\$59,043.07	\$20.275780
11	\$46,073.80	\$15.822047	11	\$51,046.51	\$17.529708	11	\$60,250.00	\$20.690247
12	\$46,966.83	\$16.128719	12	\$52,046.78	\$17.873207	12	\$61,456.92	\$21.104712
13	\$47,859.85	\$16.435388	13	\$53,047.07	\$18.216714	13	\$62,663.86	\$21.519183
14	\$48,752.88	\$16.742060	14	\$54,047.35	\$18.560216	14	\$63,870.79	\$21.933650
15	\$49,645.91	\$17.048733	15	\$55,047.64	\$18.903723	15	\$65,077.71	\$22.348115
16	\$50,538.95	\$17.355409	16	\$56,047.93	\$19.247229	16	\$66,284.65	\$22.762586
17	\$51,431.98	\$17.662081	17	\$57,048.21	\$19.590731	17	\$67,491.57	\$23.177050
18	\$52,325.00	\$17.968750	18	\$58,048.51	\$19.934241	18	\$68,698.50	\$23.591518
19	\$53,218.03	\$18.275422	19	\$59,048.79	\$20.277744	19	\$69,905.43	\$24.005986
20	\$54,111.07	\$18.582098	20	\$60,049.07	\$20.621247	20	\$71,112.36	\$24.420453