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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

10/4/2022

BCC MEETING DATE

TO: Hunter S. Conrad, County Administrator

DATE: August 12, 2022

FROM: Lilian Hutchinson, Director, Human Resources

PHONE: 904 209-0622

SUBJECT OR TITLE: Collective Bargaining Agreements between St. Johns County and IAFF Local #3865 for Supervisory and Rank and File bargaining units

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

Negotiations have resulted in two Collective Bargaining Agreements with the Professional Firefighters and Paramedics IAFF Local #3865 for both the Supervisory (Firefighter/Captain and Firefighter/Battalion Chief) and Rank and File (Firefighter/EMT, Firefighter/Engineer, and Firefighter/Lieutenant) units. Both collective bargaining agreements are for a three (3) year contract period covering the time period from October 1, 2022 through the last day of September, 2025. Both Collective Bargaining Agreements have been ratified by the IAFF Local #3865 membership and require Board approval for implementation. Copies are attached.

1. IS FUNDING REQUIRED? Yes

2. IF YES, INDICATE IF BUDGETED. Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Funding is included within the recommended FY 2023 EMS (Department 0048) and Fire (Department 1224) budgets contingent upon approval of this agenda item.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2022-_____, approving the terms, conditions, provisions, and requirements of Collective Bargaining Agreements for Supervisory Unit and Rank and File bargaining units between the St. Johns County Board of County Commissioners and St. Johns County Professional Firefighters and Paramedics Local #3865, and authorizing the Chair, County Administrator, and Fire Chief to execute the Collective Bargaining Agreements on behalf of the County.

For Administration Use Only:

Legal: BB 9/23/2022

OMB: JDD 9/26/2022

Admin: Sarah Taylor 9/26/2022

RESOLUTION NO. 2022-_____

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”) had negotiated and been operating under collective bargaining agreements for supervisory units and rank and file, the terms of which ended after midnight the last day of September 2022; 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, 2022 through the last day of September 2025, 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 October, 2022.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Henry Dean, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk



COLLECTIVE BARGAINING AGREEMENT

St. Johns County

Professional Firefighters and Paramedics

IAFF, Local #3865 Rank and File

And

St. Johns County Board of County Commissioners

2023- 2025

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PREAMBLE

This Agreement made and entered into this _____ day of October 2022, 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 Human Resources 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, or voluntarily works for an employee who has been selected, 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. The employee that voluntarily works for the other employee will not have their placement on the list adjusted.

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 without expressed consent of the Fire Chief or their designee

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 Promotional Committees: Promotional Committees will be established for the purpose of creating promotional list(s) and developing testing standards to ensure the same criteria and standardized format are used for scoring each applicant. Promotional Committees shall consist of the following representatives: Department Administration (2), Human Resources 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 Requirements for Promotional Testing: There will be a separate promotional test administered for Engineer and Lieutenant, with separate promotional 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.

Engineer

1. Non-probationary status
2. Florida State certified Pump Operator
3. Florida State certified Paramedic (employees hired on or before January 1, 2019 may be a Florida State certified EMT)
4. Building Construction, as approved by the Promotional Committee
5. Tactics and Strategies I, as approved by the Promotional Committee
6. Completed Engineers handbook

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 9.6
5. Pediatric Advanced Life Support certification or Department approved equivalent

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

1. 100% multiple choice test

The below bonus points shall be applied to the final test score after the individual has taken the multiple-choice test. In regards to numbers 2, 3, and 4 below only the highest educational degree shall be counted.

1. 1 point for each year of service in the position of Firefighter/EMT with the Department.
2. Two (2) points shall be awarded for a two (2) year degree
3. Four (4) points shall be awarded for a four (4) year degree
4. Five (5) points shall be awarded for a Masters' Degree in a related field or Executive Fire Officer
5. Four (4) points shall be awarded for a Florida or National Registry Paramedic License

Veterans' 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 Lieutenant Promotional Test: Promotional examinations for Lieutenant shall be administered by the Department and scored using the following criteria:

1. 50% multiple choice test
2. 25% medical skills
3. 25% fire skills

The below bonus points shall be applied to the final test score after the individual has taken the multiple choice test, medical skills, and fire skills portions. In regards to numbers 3, 4 and 5 below only the highest educational degree shall be counted.

1. One (1) point for each year of service in the position of Firefighter/Engineer with the Department
2. .5 point for each year of service with the Department up to a maximum of five (5) points
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 Masters' Degree in a related field or Executive Fire Officer

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.

Section 9.5 Passing Score: The passing score for both Engineer and Lieutenant promotional examinations shall be seventy percent (70%) before application of bonus points and deductions.

Section 9.6 Promotional Testing Announcement: 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 and 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) additional resources, and all departmental SOP's, SOG's, MSOP's and CBA for each promotional exam as determined by the Promotional Committee. 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 9.7 Promotional List Duration: 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 9.8 Promotional List Ranking: 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 promotional list for the remaining duration of the list. A second declination shall result in removal from the list. Any person accepting a promotion will be removed from the promotional 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 Promotional List Exceptions: If for any unforeseen circumstances, the candidate who is in the number one (1) position on the promotional list is no longer qualified for the position, the Promotional Committee, at the request of the Fire Chief, shall be reconvened to examine the change in the candidates' qualifications. If the Promotional Committee determines the candidate in the number one (1) position on the promotional list does not meet the qualifications for the promotion, the Promotional Committee will recommend to the Fire Chief the candidate be (1) removed from the promotional list or (2) be passed over at this time for promotion but retain the number one position. If the Promotional Committee determines the candidate in the number one position should not be promoted, the next candidate in the ranking on the promotional list shall be offered the promotion.

Section 9.10 Ineligibility for Promotional Testing: 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. For demotions as defined in this section, years of service in rank prior to the demotion will not count in the bonus point calculation for years of service in rank.

Section 9.11 In the Event of a Tie: 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 promotional list.
2. The candidate with the higher department seniority shall be ranked higher on the promotional list.
3. The candidate who has the highest test score(s) before any bonus points are awarded shall be ranked higher on the promotional list.
4. The Lieutenant candidate who has the highest combined skills test score shall be ranked higher on the promotional list.

Section 9.12 Outside Testing Agency: An outside testing agency shall be used as determined by the Department. The testing agency shall be used to create the multiple-choice test 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 Committee) 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 multiple-choice test is graded, the Promotional Committee shall review the test to insure the validity of the exam questions. For any questions which are found to be invalid, all candidates shall receive credit for the question and all multiple-choice tests re-scored. If the Promotional Committee determines that there is more than one correct answer for a question, such questions will be valid and the Committee may give credit for all correct answers.

Section 9.13 Multiple Choice Testing Review: Any candidate taking the multiple-choice test will be provided a minimum of one hour to review his scored test on the day of the test. This will take place in a secured room where the reference to the correct answers 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 9.14 Lieutenant Skills Testing Procedure: The Department shall utilize a skills assessment test using a combination of Department staff and assessor(s) from outside the Department.

Section 9.15 Filling of Vacancies: 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 9.16 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) Human Resources 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 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 Rescue 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

Reversions: An employee who has been promoted or assigned to a special assignment position may return to operations if a position is available. In such instance, the employee will return to operations at the rank which they held prior to moving to a special assignment position or consistent with any subsequent promotional lists. An employee who is either promoted or assigned a position outside of the bargaining unit may return to their previous position provided an opening exists.

Section 9.17 Failure to maintain and function as a Paramedic with the department will result in demotion to previous rank that does not require Paramedic certification (exception being, employees hired on or before January 1, 2019, as outlined in section 9.2.

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 not to exceed fifty six (56) hours for 24/48 hours employee and forty 40 hours for 40 hour employees. To be eligible there must be a minimum of combined vacation and sick time available after the sell as follows, one hundred and twenty (120) hours for 24/48 and eighty (80) hours for 40 hour employees. This request must be submitted prior to the close of the fiscal year, September 30th.

Section 12.11 Birthday Leave: Birthday leave will be awarded at the beginning of each fiscal year as a floating twenty-four (24) hours leave day for 24/48 employees and a floating eight (8) hour leave day for 40 hour work week employees. This time must be used prior to the close of the fiscal year, September 30th.

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
- Independence Day
- Memorial Day
- President's Day
- Thanksgiving Day
- Christmas Eve 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 or non-prescription eyewear ,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 properly secure ; 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 Administrative 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/sunglasses, contact lenses, non-prescription 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 for non-prescription sunglasses or personal watch or up to three hundred dollars (\$300.00) for all prescription eyeglasses and contacts, 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
- 2 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 and two (2) pair of gloves
- 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 grade, the employee's salary shall be determined by advancing into the higher pay grade in the same step. 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's salary shall be determined by moving down into the lower pay grade in the same step.
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 2023 (October 1, 2022 to September 30, 2023) bargaining unit employees will be adjusted according to the pay plan (Appendix F.) The pay plan reflects an 8% wage increase and a 3% adjustment to account for the promotional pay increase for the rank of Engineer. After all pay

adjustments are made, any bargaining unit members receiving less than \$3,000 will receive the difference paid as a one-time payment.

6. For Fiscal Year 2024 (October 1, 2023 to September 30, 2024) bargaining unit employees will be adjusted according to the pay plan (Appendix F). The pay plan reflects an 8% wage increase and a 2% adjustment to account for the promotional pay increase for the rank of Engineer. All bargaining unit employees will receive 1 step increase. Any bargaining unit member at the maximum of pay range (at step 20; therefore, ineligible for a step increase) will receive a one-time payment of 2% of step 10 of the Lieutenant.7. Wage increases for Fiscal Year 2025 (October 1, 2024 to September 30, 2025) 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 sixty dollars (\$60.00) 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.

For FY 2023 the Paramedic Incentive will be \$8,800 per year.

For FY 2024 the Paramedic Incentive will be \$9,800 per year.

The Paramedic Incentive for FY 2025 will be established through the collective bargaining process.

Section 24.5 Rescue Assignment: The employee must be assigned to a rescue unit (ambulance) or special medical assignment as approved by the County Administrator, to be eligible to receive Rescue Assignment Incentive Pay to be paid 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.

For FY 2023 the Rescue Assignment Incentive shall be two dollars and fifty cents (\$2.50)

For FY 2024 the Rescue Assignment Incentive shall be three dollars (\$3.00) 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 one dollar (\$1.00) per hour for each day the employee is subject to calls for service.

Section 24.7 Special Assignment: An employee promoted or assigned to a special assignment (Marine Rescue and Training/Administration) that shifts from 24/7 to a forty (40) hour per week schedule on a full-time basis may receive a salary adjustment of up to ten percent (10%) above their base pay as recommended by the Fire Rescue Chief and approved by the Human Resources Director. The differential pay shall not be applicable to any employee temporarily assigned to an alternative schedule including transitional, restricted or light duty positions. In the event a differential is approved, the differential applies only while in the full time special assignment (Marine Rescue and Training/Administration).

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 employees. 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.

Section 25.4 The Department sponsors a Paramedic Certification Course program. Employees that voluntarily resign from employment or are terminated for misconduct prior to three (3) years after participating in the program shall refund the County a prorated portion of the County's investment of funds to be reimbursed. The refund will be due at the time of separation. Any refunds due the County and not paid at the time of separation shall be deducted from the employee's final pay.

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 Statue 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 Vaping, smoking or use of tobacco products is prohibited inside any Department facility or vehicle, including but not limited to apparatus bays..

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 twenty four dollars (\$24.00) 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 the Department-designated healthcare provider A Department issued form will be completed by the healthcare provider and sent to the County's Human Resources Department. Completion of this exam will be paid for by the Department

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.

ARTILCE 47

DURATION OF AGREEMENT

Section 47.1 This Agreement shall become effective as of the later of the th day of October, 2022 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 2025. For Fiscal Year 2024 (October 1, 2023 to September 30, 2024) and Fiscal Year 2025 (October 1, 2024 to September 30, 2025), each side may reopen for negotiations up to three (3) articles each, for each fiscal year excluding Article 23, Wages and Article 24, Incentives, which may only be reopened in Fiscal Year 2025 (October 1, 2024 to September 30, 2025). Any party desiring to reopen articles 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.

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 October , 2022.

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 writing, 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 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.

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 therefore.

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 a JJ. Authorization for Check off of Union Dues Forin (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 Count)t 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 rilanaged through the Local #3865 and are optional. Deductions will appear as a total amount on iny 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

The 2022 Florida Statutes

Title X

PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

Chapter 112

PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS

112.82 Rights of firefighters.—Whenever a firefighter is subjected to an informal inquiry or interrogation, the inquiry or interrogation must be conducted in accordance with this section.

(1) An interrogation must 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) A firefighter may not be subjected to interrogation without first receiving written notice in sufficient detail of the formal investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter must be informed beforehand of the names of all complainants.

(3) All interrogations must be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation is of such a nature that immediate action is required.

(4) The firefighter under formal investigation must 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) Informal inquiries and interrogation sessions must be of reasonable duration, and the firefighter must be permitted reasonable periods for rest and personal necessities.

(6) During an informal inquiry or interrogation, the firefighter may not be subjected to offensive language; threatened with a transfer, suspension, dismissal, or other disciplinary action; or offered any incentive as an inducement to answer any questions.

(7) A complete record of any interrogation must be made, and if a transcript of such interrogation is made, the firefighter under formal investigation is entitled to a copy of the transcript 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) A firefighter may not 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.

History.—s. 1, ch. 86-6; s. 2, ch. 2022-110.

**Appendix F - Salary Structure FY
2023**

| Firefighter/EMT | | |
|-----------------|--------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 44,278.54 | \$ 15.205543 |
| 2 | \$ 46,049.68 | \$ 15.813765 |
| 3 | \$ 47,891.67 | \$ 16.446316 |
| 4 | \$ 49,807.34 | \$ 17.104168 |
| 5 | \$ 51,301.56 | \$ 17.617293 |
| 6 | \$ 52,840.60 | \$ 18.145812 |
| 7 | \$ 54,425.82 | \$ 18.690186 |
| 8 | \$ 54,970.08 | \$ 18.877088 |
| 9 | \$ 55,519.78 | \$ 19.065859 |
| 10 | \$ 56,074.98 | \$ 19.256518 |
| 11 | \$ 56,635.73 | \$ 19.449083 |
| 12 | \$ 57,202.09 | \$ 19.643574 |
| 13 | \$ 57,774.11 | \$ 19.840010 |
| 14 | \$ 58,351.85 | \$ 20.038410 |
| 15 | \$ 58,935.37 | \$ 20.238794 |
| 16 | \$ 59,524.72 | \$ 20.441182 |
| 17 | \$ 60,119.97 | \$ 20.645593 |
| 18 | \$ 60,721.17 | \$ 20.852049 |
| 19 | \$ 61,328.38 | \$ 21.060570 |
| 20 | \$ 61,941.66 | \$ 21.271176 |

| Firefighter/Engineer | | |
|----------------------|--------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 49,149.18 | \$ 16.878153 |
| 2 | \$ 51,115.15 | \$ 17.553279 |
| 3 | \$ 53,159.75 | \$ 18.255410 |
| 4 | \$ 55,286.15 | \$ 18.985627 |
| 5 | \$ 56,944.73 | \$ 19.555196 |
| 6 | \$ 58,653.07 | \$ 20.141851 |
| 7 | \$ 60,412.66 | \$ 20.746107 |
| 8 | \$ 61,016.79 | \$ 20.953568 |
| 9 | \$ 61,626.96 | \$ 21.163104 |
| 10 | \$ 62,243.23 | \$ 21.374735 |
| 11 | \$ 62,865.66 | \$ 21.588482 |
| 12 | \$ 63,494.32 | \$ 21.804367 |
| 13 | \$ 64,129.26 | \$ 22.022411 |
| 14 | \$ 64,770.55 | \$ 22.242635 |
| 15 | \$ 65,418.26 | \$ 22.465061 |
| 16 | \$ 66,072.44 | \$ 22.689712 |
| 17 | \$ 66,733.16 | \$ 22.916609 |
| 18 | \$ 67,400.50 | \$ 23.145775 |
| 19 | \$ 68,074.50 | \$ 23.377233 |
| 20 | \$ 68,755.25 | \$ 23.611005 |

| Firefighter/Lieutenant | | |
|------------------------|--------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 56,521.56 | \$ 19.409876 |
| 2 | \$ 58,782.42 | \$ 20.186271 |
| 3 | \$ 61,133.72 | \$ 20.993722 |
| 4 | \$ 63,579.07 | \$ 21.833471 |
| 5 | \$ 65,486.44 | \$ 22.488475 |
| 6 | \$ 67,451.03 | \$ 23.163129 |
| 7 | \$ 69,474.56 | \$ 23.858023 |
| 8 | \$ 70,169.31 | \$ 24.096603 |
| 9 | \$ 70,871.00 | \$ 24.337569 |
| 10 | \$ 71,579.71 | \$ 24.580945 |
| 11 | \$ 72,295.51 | \$ 24.826754 |
| 12 | \$ 73,018.46 | \$ 25.075022 |
| 13 | \$ 73,748.65 | \$ 25.325772 |
| 14 | \$ 74,486.13 | \$ 25.579030 |
| 15 | \$ 75,231.00 | \$ 25.834820 |
| 16 | \$ 75,983.31 | \$ 26.093168 |
| 17 | \$ 76,743.14 | \$ 26.354100 |
| 18 | \$ 77,510.57 | \$ 26.617641 |
| 19 | \$ 78,285.68 | \$ 26.883817 |
| 20 | \$ 79,068.53 | \$ 27.152656 |

**Appendix F - Salary Structure FY
2024**

| Firefighter/EMT | | |
|-----------------|--------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 47,820.83 | \$ 16.421987 |
| 2 | \$ 49,733.66 | \$ 17.078866 |
| 3 | \$ 51,723.00 | \$ 17.762021 |
| 4 | \$ 53,791.92 | \$ 18.472502 |
| 5 | \$ 55,405.68 | \$ 19.026677 |
| 6 | \$ 57,067.85 | \$ 19.597477 |
| 7 | \$ 58,779.89 | \$ 20.185401 |
| 8 | \$ 59,367.69 | \$ 20.387255 |
| 9 | \$ 59,961.36 | \$ 20.591128 |
| 10 | \$ 60,560.98 | \$ 20.797039 |
| 11 | \$ 61,166.59 | \$ 21.005010 |
| 12 | \$ 61,778.25 | \$ 21.215060 |
| 13 | \$ 62,396.04 | \$ 21.427210 |
| 14 | \$ 63,020.00 | \$ 21.641482 |
| 15 | \$ 63,650.20 | \$ 21.857897 |
| 16 | \$ 64,286.70 | \$ 22.076476 |
| 17 | \$ 64,929.57 | \$ 22.297241 |
| 18 | \$ 65,578.86 | \$ 22.520213 |
| 19 | \$ 66,234.65 | \$ 22.745415 |
| 20 | \$ 66,897.00 | \$ 22.972870 |

| Firefighter/Engineer | | |
|----------------------|--------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 54,037.53 | \$ 18.556845 |
| 2 | \$ 56,199.03 | \$ 19.299119 |
| 3 | \$ 58,447.00 | \$ 20.071084 |
| 4 | \$ 60,784.88 | \$ 20.873927 |
| 5 | \$ 62,608.42 | \$ 21.500145 |
| 6 | \$ 64,486.67 | \$ 22.145149 |
| 7 | \$ 66,421.27 | \$ 22.809504 |
| 8 | \$ 67,085.49 | \$ 23.037599 |
| 9 | \$ 67,756.34 | \$ 23.267975 |
| 10 | \$ 68,433.91 | \$ 23.500654 |
| 11 | \$ 69,118.24 | \$ 23.735661 |
| 12 | \$ 69,809.43 | \$ 23.973017 |
| 13 | \$ 70,507.52 | \$ 24.212748 |
| 14 | \$ 71,212.60 | \$ 24.454875 |
| 15 | \$ 71,924.72 | \$ 24.699424 |
| 16 | \$ 72,643.97 | \$ 24.946418 |
| 17 | \$ 73,370.41 | \$ 25.195882 |
| 18 | \$ 74,104.11 | \$ 25.447841 |
| 19 | \$ 74,845.15 | \$ 25.702319 |
| 20 | \$ 75,593.61 | \$ 25.959343 |

| Firefighter/Lieutenant | | |
|------------------------|--------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 62,143.16 | \$ 21.340372 |
| 2 | \$ 64,628.89 | \$ 22.193987 |
| 3 | \$ 67,214.04 | \$ 23.081746 |
| 4 | \$ 69,902.61 | \$ 24.005016 |
| 5 | \$ 71,999.68 | \$ 24.725166 |
| 6 | \$ 74,159.68 | \$ 25.466921 |
| 7 | \$ 76,384.47 | \$ 26.230929 |
| 8 | \$ 77,148.31 | \$ 26.493238 |
| 9 | \$ 77,919.79 | \$ 26.758171 |
| 10 | \$ 78,698.99 | \$ 27.025752 |
| 11 | \$ 79,485.98 | \$ 27.296010 |
| 12 | \$ 80,280.84 | \$ 27.568970 |
| 13 | \$ 81,083.65 | \$ 27.844660 |
| 14 | \$ 81,894.49 | \$ 28.123106 |
| 15 | \$ 82,713.43 | \$ 28.404337 |
| 16 | \$ 83,540.56 | \$ 28.688381 |
| 17 | \$ 84,375.97 | \$ 28.975265 |
| 18 | \$ 85,219.73 | \$ 29.265017 |
| 19 | \$ 86,071.93 | \$ 29.557667 |
| 20 | \$ 86,932.65 | \$ 29.853244 |

Note: Placement into this pay plan aligns steps with years of service



COLLECTIVE BARGAINING AGREEMENT

St. Johns County Professional Firefighters and Paramedics

IAFF, Local #3865 Supervisory Unit and

St. Johns County

Board of County Commissioners

2022-2025

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PREAMBLE

This Agreement made and entered into this day of October 2022, 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 Human Resources 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 extra 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 owed to an employee, only the hours actually

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, or voluntarily works for an employee who has been selected, 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. The employee that voluntarily works for another employee will not have their placement on the list adjusted.

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 Promotional Committees: Promotional Committees will be established for the purpose of creating promotional list(s) and developing testing standards to ensure the same criteria and standardized format are used for scoring each applicant. Promotional Committees shall consist of the following representatives: Department Administration (2), Human Resources Department (1), and a Union Representative chosen by the Union (1).

Section 9.2 Requirements for Promotional Testing: There will be a separate promotional test administered for Captain and Battalion Chief, with separate promotional 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.
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 (will be accepted in place of 300/400 until January 1, 2025, and then the requirement for S-215 is removed)
7. I-300 course (or similarly lettered “300” course), Intermediate Incident Command System for Expanding Incidents
8. I-400 course (or similarly lettered “400” course), Advanced Incident Command System Command and General Staff: Complex Incidents

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 (will be accepted in place of a position specific "L-900" series class until January 1, 2025, and then the requirement for S-330 is removed)
7. One (1) of the following L-900 series position specific classes
 - L-950 NIMS ICS All Hazards Incident Commander
 - L-954 Safety Officer (SOFR) on an All-Hazards Incident Management Team
 - L-958 NIMS ICS All-Hazards Position Specific Operations Section Chief (OSC)
 - L-960 NIMS ICS All-Hazards Division and Group Supervisor
 - L-962 NIMS ICS All-Hazards Planning Section Chief (PSC)
 - L-984 Strike Team/Task Force

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

1. 50% Multiple Choice Test
2. 50% Oral Interview

Bonus Points - In regards to numbers 4, 5 and 6 below only the highest educational degree shall be counted.

1. One (1) point for each year of service in the position of Lieutenant.
- 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 or Executive Fire Officer Veterans' 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 Battalion Chief Promotional Test: Promotional examinations for Battalion Chief shall be administered by the Department and scored using the following criteria:

1. 50% Multiple Choice Test
2. 50% Oral Interview

Bonus Points - In regards to numbers 3, 4, and 5 below only the highest educational degree shall be counted.

1. One (1) point for each year of service in the position of Captain with the Department
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 or Executive Fire Officer Veterans' preference shall be applied in accordance with applicable law.

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.

Section 9.5 Passing Score: The passing score for both Captain and Battalion Chief promotional examinations shall be seventy percent (70%) before application of bonus points and deductions.

Section 9.6 Promotional Testing Announcement: Announcements for Captain and Battalion Chief 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):

- 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 and all other application materials must be submitted electronically through the OAS fourteen (14) business days prior to the test date.

Materials for Captain and Battalion Chief Tests: The Department shall provide each applicant, for both the Captain and Battalion Chief tests, a list of all suggested study materials and all departmental SOP's, SOG's, CBA's and County Administrative Code-Personnel Section for each promotional exam as determined by the Promotional Committee. 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, or CBA's after a promotional test is announced, then the SOP's, SOG's, and CBA's that were in effect at the time of test announcement shall be used to generate the tests. The Oral Interview will not consist of questions from the SOP's, SOG's, CBA's and County Administrative Code – Personnel Section.

Additional Materials Specific to Battalion Chief Test: For Battalion Chief testing, one outside resource or material may be assigned for the testing.

Section 9.7 Promotional List Duration: 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 9.8 Promotional List Ranking: 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 promotional list for the remaining duration of the list. Any person accepting a promotion will be removed from the promotional 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 Promotional List Exceptions: Fire Chief Discretion - Prior to promotion, the Fire Chief may, at his discretion, convene the Promotional Committee to present his request to pass over the candidate in the number one (1) position on the promotional list providing specific reasons. The Promotional Committee shall consider the information presented by the Fire Chief and, if they concur, the number one (1) candidate will be passed over for promotion but retain the number one (1) position.

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

Section 9.10 Ineligibility for Promotional Testing: 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. For demotions as defined in this section, years of service in rank prior to the demotion will not count in the bonus point calculation for years of service in rank.

Section 9.11 In the Event of a Tie: 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 promotional list.
2. The candidate with the higher department seniority shall be ranked higher on the promotional list.
3. The candidate who has the highest combined test score before any bonus points are awarded shall be ranked higher on the promotional list.

Section 9.12 Outside Testing Agency: An outside testing agency may be used for the Captain and/or Battalion Chief process as determined by the Promotional Committee.

Section 9.13 Testing Procedure – Captain:

Multiple Choice Test Development - The testing agency shall be used to create the multiple-choice portion of all Captain 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 Committee) 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 multiple-choice test is graded, the Promotional Committee shall review the test to insure the validity of the exam questions. For any questions which are found to be invalid all candidates shall receive credit for the question and all multiple-choice tests re-scored. If the Promotional Committee determines that there is more than one correct answer for a question, such questions will be valid and the Committee may give credit for all correct answers.

Multiple Choice Testing Review - Captain: Any candidate taking the multiple-choice 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 to the correct answers will be provided. The candidate will only have the opportunity to challenge any test questions during the test review. There will be no permitted challenge of any test questions after the test review. Any alterations made to the score sheet during the review process will result in automatic disqualification of the candidate. The amount of time allotted to review the test will be a minimum of 1 hour.

Oral Interview Procedure – Captain: The County shall utilize a board panel format for each section requiring an oral interview. 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.

Section 9.14 Testing Procedure – Battalion Chief:

Multiple Choice Test Development - The testing agency shall be used to create the multiple-choice portion of all Battalion Chief 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 Committee) 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 multiple-choice test is graded, the Promotional Committee shall review the test to insure the validity of the exam questions. For any questions which are found to be invalid all candidates shall receive credit for the question and all multiple-choice tests re-scored. If the Promotional Committee determines that there is more than one correct answer for a question, such questions will be valid and the Committee may give credit for all correct answers.

Multiple Choice Testing Review – Battalion Chief: Any candidate taking the multiple-choice 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 to the correct answers will be provided. The candidate will only have the opportunity to challenge any test questions during the test review. There will be no permitted challenge of any test questions after the test review. Any alterations made to the score sheet during the review process will result in automatic disqualification of the candidate. The amount of time allotted to review the test will be a minimum of 1 hour.

Oral Interview Procedure – Battalion Chief: The County shall utilize a board panel format for each section requiring an oral interview. 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 9.15 Filling of Vacancies: 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 9.16 Special Assignment: 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) Human Resources 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 Battalion Chief/Captain in a special assignment position from a rank other than Battalion Chief/Captain or from the Battalion Chief/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. An employee who is either promoted or assigned a position outside of the bargaining unit may return to their previous position provided an opening exists.

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 not to exceed fifty-six (56) hours for 24/48 our employees and forty (40) hours for 40 hour employees. To be eligible there must be a minimum of combined vacation and sick time available after the sell as follows, one hundred and twenty (120) hours for 24/48 and eighty (80) hours for 40 hour employees. Request must be submitted prior to the close of the fiscal year, September 30th, 2022.e.

Section 12.11 Birthday Leave: Birthday leave will be awarded at the beginning of each fiscal year as a floating twenty-four (24) hour leave day for 24/48 employees and a floating eight (8) hour leave day for 40

hour work week employees. This can be taken any time after the birthday has been recognized but must be used prior to the close of the fiscal year, September 30th.

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, 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 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.

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 or non-prescription eyewear 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 properly secure 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 Administrative 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/sunglasses, contact lenses, non-prescription 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 for non-prescription sunglasses or personal watch or up to three hundred dollars (\$300.00) for all prescription eyeglasses and contacts, 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) pairs of gloves, 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 grade, the employee's salary shall be determined by advancing into the higher pay grade at the same step. 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's salary shall be determined by moving down into the lower pay grade at the same step.
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 2023 (October 1, 2022 to September 30, 2023) bargaining unit employees will be adjusted according to the pay plan (Appendix F.) The pay plan reflects an 8% wage increase and a 3% adjustment to account for the promotional pay increase for the rank of Engineer. After all pay adjustments are made, any bargaining unit members receiving less than \$3,000 will receive the difference paid as a one-time payment.
5. For Fiscal Year 2024 (October 1, 2023 to

September 30, 2024) bargaining unit employees will be adjusted according to the pay plan (Appendix F). The pay plan reflects an 8% wage increase and a 2% adjustment to account for the promotional pay increase for the rank of Engineer. All bargaining unit employees will receive 1 step increase. Any bargaining unit member at the maximum of pay range (at step 20; therefore, ineligible for a step increase) will receive a one-time payment of 2% of step 10 of the Lieutenant.

6. Wage increases for Fiscal Year 2025 (October 1, 2024 to September 30, 2025) 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 sixty dollars (\$60.00) 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.

For FY 2023 the Paramedic Incentive will be \$8,800 per year.

For FY 2024 the Paramedic Incentive will be \$9,800 per year.

The Paramedic Incentive for FY 2025 will be established through the collective bargaining process.

Section 24.5 Rescue Assignment: The employee must be assigned to a rescue unit (ambulance) or special medical assignment as approved by the County Administrator, to be eligible to receive Rescue Assignment Incentive Pay to be paid for each hour worked. This incentive will be paid bi-weekly for the total actual hours worked each pay period on a rescue unit.

For FY 2023 the Rescue Assignment Incentive shall be two dollars and fifty cents (\$2.50)

For FY 2024 the Rescue Assignment Incentive shall be three dollars (\$3.00) 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 one dollar (\$1.00) per hour for each day the employee is subject to calls for service.

Section 24.7 Special Assignment: An employee promoted or assigned to a special assignment (Marine Rescue and Training/Administration) that shifts from a 24/7 to a forty (40) hour per week schedule on a full-time basis may receive a salary adjustment of up to ten percent (10%) above their base pay as recommended by the Fire Chief and approved by the Human Resources Director. The differential pay shall not be applicable to any employee temporarily assigned to an alternative schedule including transitional, restricted or light duty positions. In the event a differential is approved, the differential applies only while in the full-time special assignment (Marine Rescue and Training/Administration).

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 Vaping, smoking or use of tobacco products is prohibited inside any Department facility or vehicle, including but not limited to apparatus bays.

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 twenty-four dollars (\$24.00) 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 the Department-designated healthcare provider. A Department issued form will be completed by the healthcare provider and sent to the County's Human Resources Department. Completion of this exam will be paid for by the Department.

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 th day of October, 2022, 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 2025. For Fiscal Year 2024 (October 1, 2023 to September 30, 2024) and Fiscal Year 2025 (October 1, 2024 to September 30, 2025), each side may reopen for negotiations up to three (3) articles each, for each fiscal year excluding Article 23, Wages and Article 24, Incentives, which may only be reopened in Fiscal Year 2025 (October 1, 2024 to September 30, 2025). Any party desiring to reopen articles 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.

**ARTICLE 48
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 October , 2022.

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 writing, 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 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.

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 therefore.

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 arranged 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

The 2022 Florida Statutes

Title X

PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

Chapter 112

PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS

112.82 Rights of firefighters.—Whenever a firefighter is subjected to an informal inquiry or interrogation, the inquiry or interrogation must be conducted in accordance with this section.

- (1) An interrogation must 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) A firefighter may not be subjected to interrogation without first receiving written notice in sufficient detail of the formal investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter must be informed beforehand of the names of all complainants.
- (3) All interrogations must be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation is of such a nature that immediate action is required.
- (4) The firefighter under formal investigation must 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) Informal inquiries and interrogation sessions must be of reasonable duration, and the firefighter must be permitted reasonable periods for rest and personal necessities.
- (6) During an informal inquiry or interrogation, the firefighter may not be subjected to offensive language; threatened with a transfer, suspension, dismissal, or other disciplinary action; or offered any incentive as an inducement to answer any questions.
- (7) A complete record of any interrogation must be made, and if a transcript of such interrogation is made, the firefighter under formal investigation is entitled to a copy of the transcript 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) A firefighter may not 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.

History.—s. 1, ch. 86-6; s. 2, ch. 2022-110.

Appendix F - Salary Structure FY 2023

| Captain | | |
|---------|--------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 64,999.79 | \$ 22.321357 |
| 2 | \$ 67,599.78 | \$ 23.214212 |
| 3 | \$ 70,303.78 | \$ 24.142780 |
| 4 | \$ 73,115.93 | \$ 25.108491 |
| 5 | \$ 75,309.40 | \$ 25.861746 |
| 6 | \$ 77,568.69 | \$ 26.637598 |
| 7 | \$ 79,895.75 | \$ 27.436726 |
| 8 | \$ 80,694.70 | \$ 27.711094 |
| 9 | \$ 81,501.65 | \$ 27.988205 |
| 10 | \$ 82,316.67 | \$ 28.268087 |
| 11 | \$ 83,139.84 | \$ 28.550768 |
| 12 | \$ 83,971.23 | \$ 28.836275 |
| 13 | \$ 84,810.95 | \$ 29.124638 |
| 14 | \$ 85,659.06 | \$ 29.415884 |
| 15 | \$ 86,515.65 | \$ 29.710043 |
| 16 | \$ 87,380.80 | \$ 30.007144 |
| 17 | \$ 88,254.61 | \$ 30.307215 |
| 18 | \$ 89,137.16 | \$ 30.610287 |
| 19 | \$ 90,028.53 | \$ 30.916390 |
| 20 | \$ 90,928.81 | \$ 31.225554 |

| Battalion Chief | | |
|-----------------|---------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 77,999.75 | \$ 26.785629 |
| 2 | \$ 81,119.74 | \$ 27.857054 |
| 3 | \$ 84,364.53 | \$ 28.971336 |
| 4 | \$ 87,739.11 | \$ 30.130190 |
| 5 | \$ 90,371.29 | \$ 31.034095 |
| 6 | \$ 93,082.42 | \$ 31.965118 |
| 7 | \$ 95,874.90 | \$ 32.924072 |
| 8 | \$ 96,833.65 | \$ 33.253312 |
| 9 | \$ 97,801.98 | \$ 33.585846 |
| 10 | \$ 98,780.00 | \$ 33.921704 |
| 11 | \$ 99,767.80 | \$ 34.260921 |
| 12 | \$ 100,765.48 | \$ 34.603530 |
| 13 | \$ 101,773.13 | \$ 34.949566 |
| 14 | \$ 102,790.87 | \$ 35.299061 |
| 15 | \$ 103,818.77 | \$ 35.652052 |
| 16 | \$ 104,856.96 | \$ 36.008572 |
| 17 | \$ 105,905.53 | \$ 36.368658 |
| 18 | \$ 106,964.59 | \$ 36.732345 |
| 19 | \$ 108,034.23 | \$ 37.099668 |
| 20 | \$ 109,114.58 | \$ 37.470665 |

Appendix Salary Structure - FY 2024

| Captain | | |
|---------|--------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 71,464.64 | \$ 24.541428 |
| 2 | \$ 74,323.22 | \$ 25.523085 |
| 3 | \$ 77,296.15 | \$ 26.544008 |
| 4 | \$ 80,388.00 | \$ 27.605768 |
| 5 | \$ 82,799.64 | \$ 28.433941 |
| 6 | \$ 85,283.63 | \$ 29.286960 |
| 7 | \$ 87,842.14 | \$ 30.165568 |
| 8 | \$ 88,720.56 | \$ 30.467224 |
| 9 | \$ 89,607.76 | \$ 30.771896 |
| 10 | \$ 90,503.84 | \$ 31.079615 |
| 11 | \$ 91,408.88 | \$ 31.390411 |
| 12 | \$ 92,322.97 | \$ 31.704316 |
| 13 | \$ 93,246.20 | \$ 32.021359 |
| 14 | \$ 94,178.66 | \$ 32.341572 |
| 15 | \$ 95,120.45 | \$ 32.664988 |
| 16 | \$ 96,071.65 | \$ 32.991638 |
| 17 | \$ 97,032.37 | \$ 33.321554 |
| 18 | \$ 98,002.69 | \$ 33.654770 |
| 19 | \$ 98,982.72 | \$ 33.991318 |
| 20 | \$ 99,972.54 | \$ 34.331231 |

| Battalion Chief | | |
|-----------------|---------------|--------------|
| Step | Annual | Hourly |
| 1 | \$ 85,757.56 | \$ 29.449713 |
| 2 | \$ 89,187.87 | \$ 30.627702 |
| 3 | \$ 92,755.38 | \$ 31.852810 |
| 4 | \$ 96,465.60 | \$ 33.126922 |
| 5 | \$ 99,359.56 | \$ 34.120730 |
| 6 | \$ 102,340.35 | \$ 35.144352 |
| 7 | \$ 105,410.56 | \$ 36.198682 |
| 8 | \$ 106,464.67 | \$ 36.560669 |
| 9 | \$ 107,529.31 | \$ 36.926276 |
| 10 | \$ 108,604.61 | \$ 37.295538 |
| 11 | \$ 109,690.65 | \$ 37.668494 |
| 12 | \$ 110,787.56 | \$ 38.045179 |
| 13 | \$ 111,895.44 | \$ 38.425630 |
| 14 | \$ 113,014.39 | \$ 38.809887 |
| 15 | \$ 114,144.53 | \$ 39.197986 |
| 16 | \$ 115,285.98 | \$ 39.589965 |
| 17 | \$ 116,438.84 | \$ 39.985865 |
| 18 | \$ 117,603.23 | \$ 40.385724 |
| 19 | \$ 118,779.26 | \$ 40.789581 |
| 20 | \$ 119,967.05 | \$ 41.197477 |

Note: Placement into this pay plan aligns steps with years of service