

PROPOSED
FIRE CONTRACT

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

INDIAN RIVER COUNTY
FIREFIGHTERS/PARAMEDICS ASSOCIATION,
LOCAL 2201, I.A.F.F.

AND

INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT

OCTOBER 1, 2016~~3~~ - SEPTEMBER 30, 2019~~6~~

ARTICLE 6
UNION ACTIVITY

- 6.01 The Employer and the Union acknowledge that the right of employees to work shall not be deprived or abridged on account of membership, non-membership, participation, or non-participation in any Union or organization.
- 6.02 The Union President or Secretary, or alternate shall be allowed up to three (3) weeks' time off to attend a union seminar, conference or convention. The time off shall be without pay and shall be considered leave of absence unless a standby arrangement has been provided.
- 6.03 The Fair Chairman or designee shall be allowed up to fourteen (14) calendar days off during the Fire Fighters' County Fair. Such time off shall be authorized at the discretion of the Emergency Services Director. The time off shall be without pay and shall be considered leave of absence unless a standby arrangement has been provided. Such leave will be considered as time worked for the purpose of seniority accrual and other fringe benefits.
- 6.04 Up to ~~three (3)~~ four (4) members of the Union's Negotiations Team shall be allowed time off with pay, but without overtime, for all scheduled bargaining meetings between the Union and the Employer. The Union President will advise the County of the designated negotiating team by February 1 of the year the contract expires. Such time off will only be allowed when working hours of the Employee conflict with bargaining unit negotiations. The ~~three~~ four (4) members of the Union's Negotiations Team who were allowed time off with pay shall return to duty immediately upon the conclusion of all bargaining meetings.
- 6.05 By mutual agreement of the Employer and the Union, there is hereby established a Joint Labor-Management Committee, which shall consist of not more than two (2) members designated by the Union and two (2) members designated by the Emergency Services Director. The Union Committee membership shall consist of persons from within the position classification covered by this agreement, and the management membership shall consist of persons within the Department, but outside the bargaining unit as herein defined.

Nothing herein requires the attendance of the Director of Emergency Services or the Union President at any Labor-Management Committee meeting.

- 6.06 This Labor-Management Committee shall meet if mutually agreed to by both parties, and such meetings may be held during working hours as scheduled by the Emergency Services Director.
- 6.07 The purpose of these meetings will be to discuss the problems and objectives of mutual concern, but in no way shall involve specific grievances filed or contemplated or matters which have been the subject of current collective bargaining issues between the parties.
- 6.08 An agenda, listing the items for discussion, will be forwarded by the party requesting such meeting to the other party no later than three (3) days prior to the meeting.

ARTICLE 12

GRIEVANCE

GRIEVANCE PROCEDURE

12.01 A “grievance” is a claimed violation of this agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the union. In either case, the procedure to be followed will be the same. Grievances regarding disciplinary actions shall be initially filed at Step 2. The grievant and management may mutually agree to waive any step.

12.02 Rules of Grievance Processing – It is agreed that:

- A. The time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.
- B. A grievance presented at Step 1 and above shall be dated and signed by the grievant. A decision rendered shall be written to the grievant, with a copy to the union if it is not the grievant, and shall be dated and signed by the County’s representative at that step.
- C. When a written grievance is presented, the County’s representative shall return a dated and signed copy of it at that particular step.
- D. A grievance not advanced to the higher step within the time limit provided herein shall be deemed permanently withdrawn and as having been settled on the basis of the County’s decision most recently given. Failure on the part of the County’s representative to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step.

- E. A written grievance must set forth the following:
 - 1. A complete statement of the grievance and the facts upon which it is based;
 - 2. The section or sections of this agreement claimed to have been violated; and
 - 3. The remedy or correction requested.
- F. The Union will be notified of any grievances filed by its bargaining unit employees.

~~In the settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to 180 calendar days prior to the date of the filing of the grievance.~~

Bargaining unit employees cannot use the District's or County's grievance or appeal procedures for any claims falling within the definition of a grievance herein.

STEPS FOR GRIEVANCE PROCESSING

If a grievance arises, the grievant must meet with and discuss the grievance with the Battalion Chief in charge of the shift within ten working days of the event giving rise to the grievance. If the grievant does not have a Battalion Chief, then the grievant is to proceed to Step 1. If the grievant does not have an Assistant Chief, then the grievant is to proceed to Step 2 within 10 working days of the event giving rise to the grievance. In the event the issue in dispute cannot be resolved between the supervisor and the grievant, the grievance shall be presented in writing by the grievant at Step 1 (or applicable Step as outlined above) of the grievance procedure within five working days from the date of the supervisory meeting. Such written grievance must indicate that the matter had been reviewed with the immediate supervisor.

Step 1: The grievant shall present the written grievance to the Assistant Chief. The Assistant Chief shall meet with the grievant, which a union steward or a union representative may accompany if the union is not the grievant. The Assistant Chief shall reach a decision and communicate it in writing to the grievant with a copy to the union if it is not the grievant within ten working days from the date the grievance was presented to him. If the grievance is not satisfactorily resolved, the grievant may forward the grievance to Step 2.

Step 2: The grievant shall present the written grievance within five working days from the date of the decision at Step 1 to the Emergency Services Director. The Emergency Services Director shall meet with the grievant, which a union steward or a union representative may accompany if the union is not the grievant. The Emergency Services Director shall reach a decision and communicate it in writing to the grievant with a copy to the union if it is not the grievant within ten working days from the date the grievance was presented to him. If the grievance is not satisfactorily resolved, the grievant may forward the grievance to Step 3.

Step 3: The grievant shall present the written grievance within five working days from the date of the decision at Step 2 to the County Administrator or his designee. The County Administrator (or his designee who is authorized to resolve the issue) shall meet with the grievant, which a union steward or a union representative may accompany if the union is not the grievant. The County Administrator shall reach a decision and communicate it in writing to the grievant with a copy to the union if it is not the grievant within ten working days from the date the grievance was presented to him. If the grievance is not satisfactorily resolved, the Union and only the Union except as provided by law may forward the grievance to arbitration.

ARTICLE 13
ARBITRATION

- 13.01 In the event that the grievance is not settled at Step 3 within the time allowed, it may then be submitted to arbitration. Submission to arbitration must be made within ten days of the time that the Step 3 decision was rendered; provided, however, this period may be extended upon the mutual agreement of both parties. If the parties fail to agree to the appointment of an arbitrator, the party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of seven arbitrators who reside in Florida. The party requesting arbitration shall strike the first name from the list, and the parties shall thereafter alternate in the striking of names. The party requesting arbitration shall notify the last remaining person on the list of his/her selection as the arbitrator in the case. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. Testimony shall be given under oath.
- 13.02 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the union and the County in writing. It shall be the obligation of the arbitrator to make a best effort to rule within 30 calendar days after the hearing and receipt of post-hearing briefs. The expenses of the arbitration, including the fee and expense of the arbitrator, shall be paid by the losing party. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless the parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties subject to any review allowed by law.
- 13.03 The arbitrator will be confined to the written grievance presented in Step 1 of the procedure. Additionally the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this agreement. The arbitrator shall have no authority to consider or rule upon any matter which is not subject to arbitration or which is not a grievance as defined in this agreement; and may not interpret this agreement in a manner

inconsistent with the County's management rights. This Agreement may not be construed by the arbitrator to supersede applicable state or federal laws, except to the extent as specifically provided herein.

- 13.04 The arbitrator may not issue declaratory opinions and shall be confined exclusively to the question that is presented, which question must be actual and existing. In any arbitration decision resulting in a retroactive adjustment, such adjustment shall be limited to ten calendar days prior to the date of the filing of the grievance. In any arbitration decision resulting in back pay to an aggrieved employee, such back pay shall be offset by interim earnings, including unemployment compensation.
- 13.05 The Union and only the Union shall have the exclusive right to proceed to arbitration on behalf of the bargaining unit members except where the Union refuses to represent an employee as a result of the employee not being a member of the Union.

ARTICLE 14
UNIFORMS AND EQUIPMENT

- 14.01 The Employer will allocate sufficient funds to provide an initial allotment, and replacement in accordance with Article 14.02, for trousers (style to be determined by management), shirts, t-shirts, short-sleeve and long-sleeve polo shirts, shoes, hats, job shirts, jumpsuits, cap, badge and name plate. The Employer also will provide protective clothing and devices; bunker coat and bunker pants made of Nomex or similar material, boots, helmets, shatter-resistant face shield, gloves, safety glasses for welding and metal cutting, two (2) protective hoods and any other safety equipment deemed necessary by management.
- 14.02 Uniforms and protective clothing shall be worn, and devices used, in accordance with District rules and this Agreement. The aforementioned items shall be replaced upon being lost, or becoming worn or damaged as determined by management. Replacement items will be ordered within seven (7) business days of being reported lost by the employee or identified by management as worn or damaged, unless purchasing requirements necessitate additional time constraints, in which case the items will be ordered as soon as reasonable possible. All items to be replaced must be returned to the Department before new items will be issued. Employees shall be responsible for the replacement cost for any lost items, or items damaged through the employee's negligence. Whenever practical, replacement will be made on the said employee's scheduled shift.
- 14.03 The Employer, upon request, will provide bed linens, consisting of pillow cases, fitted sheets and flat sheets. Such linens shall be replaced on an annual basis.
- 14.04 For Fire/Rescue personnel, the following station/work uniform policy will apply:
- A. Class B dress shirts will be worn when relieving personnel at the stations as well as any planned out-of-station activity, i.e., in-service inspections, public assembly, running errands, or when station tours are scheduled.

- B. Light gray polo shirts (poly/cotton blend) will be worn around the station during vehicle and equipment checks, in-station projects, cleaning, and also on emergency calls that arise during the duty day.
- C. Department T-shirts will be worn during any physical fitness training or training requiring physical exertion.
- D. When necessary, the station officer will have the discretion to alter the application of Sections A, B, and C above for unusual circumstances or occasion, and only for the duration of such circumstances or occasion.

14.05 The District agrees to reimburse the full cost for eye glasses and contact lenses not to exceed Two Hundred Dollars (\$200.00) and up to One Hundred Dollars (\$100.00) for wrist watches, damaged in the line of duty, provided that the damage was not caused by negligence, and that adequate proof of such damage, the circumstances of the event, and proof of original purchase price are presented to the appropriate supervisor and approved by the Emergency Services Director.

14.06 The Employer shall provide and maintain a heavy-duty washer for the purpose of laundering turnout gear at ~~six~~ eight (8) current stations and all new permanent stations opened after the effective date of this Agreement.

14.07 The Employer shall provide storage facilities at each new permanent station opened after the effective date of this Agreement, and storage bins at Stations 6, 8, and 10, to house the protective clothing of firefighters assigned to that station without exposure to diesel exhaust.

ARTICLE 15
SAFETY AND HEALTH

- 15.01 The County and the Union agree to cooperate to the fullest extent in the promotion of safe work practices as outlined by policies and procedures set forth by the Indian River County Administration and the Emergency Services Personnel Rules and Regulations.
- 15.02 The County agrees to provide safety equipment. The County agrees to continue maintaining maintenance logs and other records and to perform tests to ensure that presently used vehicles are operationally safe.
- 15.03 A workplace safety committee comprising of three Union representatives and three County representatives will meet quarterly and conduct its affairs in accordance with Florida Statute 633.810, its implementing regulations, and/or any amendments. The workplace safety committee may also meet upon mutual agreement or in the event of an employee death or injury in the line of duty. The committee may make recommendations regarding behavioral and mental health. Nothing in this article shall preclude the County's Human Resources Director, Risk Manager or designees from attending the Safety Committee meetings.
- 15.04 The County agrees to comply with Section 112.18, Florida Statutes (Special provisions relative to disability) and Section 112.181, Florida Statutes (1997) (special provisions relative to certain communicable diseases) and 29 CFR 1910.134 (OSHA standard for SCBA mask fit testing).
- 15.05 The Union and the County agree to the concept of a smoke-free fire service, as supported by the Professional Firefighters of Florida. Towards that end there shall be no smoking or use of tobacco products allowed in any area of the fire stations and/or vehicles. Additionally, all bargaining unit employees hired after October 1, 2000, shall abstain, both on and off duty, from the use of tobacco products.

- 15.06 The Employer and the Union agree to adhere to the Emergency Medical Services protocol as set forth by the medical director.
- 15.07 The County shall provide immunizations for all employees who request to be immunized at the approval of the Medical Director and Emergency Services Director as follows: Tetanus (every ten (10) years), and Hepatitis - (Type A and B) (every five (5) years). The County shall provide testing for tuberculosis each year, and Hepatitis C once as a baseline and after each potential exposure.
- 15.08 The Employer agrees to provide as a minimum an annual physical for each employee. This physical shall include the same testing as is done for newly-hired employees, except that chest x-rays need not be given more than every three (3) years. The results of the physical shall be provided to the employee, Medical Director, Emergency Services Director or his designee, and Human Resources Director, but shall otherwise be confidential to the extent permitted by law.
- 15.09 The County and the Union agree to the Drug-Free Workplace Program attached as Attachment A.

ARTICLE 16

HOURS

- 16.01 A. Non-shift employees shall normally be assigned to a 37 ½ hour work week and shall be paid time-and-one-half for all hours worked in excess of 40 hours in their work week. Shift employees shall be assigned to a schedule of 24 hours on duty followed by 48 hours off duty, and shall be paid time-and-one-half for all hours worked in excess of 212 hours in their 28-day FLSA work period. Overtime shall be calculated in accordance with current practice.
- B. Non-fire certified ALS shift employees shall be assigned to a schedule of 24 hours on duty followed by 48 hours off duty, and shall be paid time and one half for all hours worked in excess of 40 hours in their 7 day work period.
- C. As non-firefighter certified ALS employees become firefighter certified, they will be placed on the 28-day FLSA work period in accordance with 16.01 A. and their pay will be converted to the appropriate pay scale in Article 34, effective the first day of the next 28-day cycle. If the employee starts working as a dual certified employee prior to the next 28-day cycle, then the County will pay them \$25. Additionally, those employees will be eligible for “Kelly Days” as outlined in 16.02. The Kelly Day may be authorized during the cycle at the time of promotion at the discretion of management. If the Department is unable to authorize the Kelly day, the employee will receive 12 hours of leave placed in their vacation bank.
- 16.02 All FLSA 207(k) exempt shift employees will be granted three (3) “Kelly Days” to be scheduled in such a way that one (1) “Kelly Day” is allowed each four (4) months of the fiscal year. Kelly days shall be selected during the month of September of each year with the new selections becoming effective October 1st of each year. Once a selected Kelly day becomes effective it may not be cancelled. Such time off shall be scheduled. Employees on light duty, while assigned to an administrative shift (i.e., 37.5 hours, Monday - Friday), shall not be permitted to reschedule their Kelly Days except when it falls on Saturday or Sunday, in which case it will be taken on the next scheduled work day. While on light duty, 8 hours

of leave shall continue to be charged for full day absences and hour for hour for partial day absences.

- 16.03 Overtime payment shall be made in the first paycheck after the conclusion of the 28- day cycle for shift employees.
- 16.04 The parties recognize that the employees covered by this agreement are essential to the successful operations of County facilities and services during a declared emergency. As such, the parties agree that as a condition of these employees' employment with Indian River County, they must be available and able to report to work and perform assigned duties as directed by management during a declared emergency. The failure to report to work and/or perform assigned duties as directed by management during a declared emergency will be cause for termination of employment with Indian River County. The Emergency Services Director or his designee may allow exceptions to this requirement for extraordinary circumstances at his discretion.
- 16.05 The County shall indemnify, exonerate, and save harmless the Union from any claims and/or judgments against the Employer and/or Union based upon the application of the FLSA 207(k) exemption. The Employer shall give written notice to the Union by registered mail addressed to the President of the local of any claim, action, suit, or proceeding brought by an employee, person, firm, or corporation against the Employer based in whole or in part based upon the application of the FLSA 207(k) exemption. The County shall defend the said claim, action, suit, or proceeding against the County or against the Union at its own cost and without expense to the Union.

ARTICLE 18
VACANCIES AND PROMOTIONS

- 18.01 The decision whether or not to fill a bargaining unit vacancy shall be within the sole discretion of the Emergency Services Director. Should the Director decide to fill the vacancy, the filling of the vacancy shall be in accordance with the District Personnel Rules and Regulations, except as modified herein.
- 18.02 Promotional examinations for bargaining unit positions shall be held during the month of September.
- 18.03 The Promotion Board shall be composed of the Assistant Chief, three (3) Battalion Chiefs, three (3) Captains, and one (1) member of the Union or his designee who will be elected by the bargaining unit. The Promotion Board shall rank all of the candidates, and shall forward the entire list of ranked candidates to the Emergency Services Director. The rankings shall be determined based upon a point system formulated in Article/Section 18.08 and 18.09. In order to be eligible, a candidate for the rank of Driver shall have at least three (3) years of service with the Department and a candidate for the rank of Lieutenant shall have at least three (3) years of service as a Driver with the Department. The Emergency Services Director shall select from the top three candidates the individual he believes, in his discretion, is most qualified for the position. Once the selection is made, the list shall automatically reset to advance the next highest-ranked candidate to the top three. In the event there are fewer than three employees on the promotional list, or the list is exhausted, the Emergency Services Director shall have the authority to appoint an employee who is not on the promotional list that the Emergency Services Director believes, in his discretion, is most qualified for the position; provided that the employee selected must be qualified to work out-of-classification for the position. In appointing an employee who is not on the list, the Emergency Services Director shall consider the employee's job performance, disciplinary actions, college degrees, additional training courses, certifications, leadership, attitude, attendance, and seniority. No appointed employee shall be forced to accept a promotion.

- 18.04 Each employee covered hereunder shall annually receive a written evaluation assessing his performance of the essential functions of the employee's job. The appraisal form shall be developed by the Employer with input from the Union.
- 18.05 Newly hired employees shall serve an initial probationary period of one year. Newly hired employees who do not possess paramedic certification are required to attain the paramedic certification within the initial twelve (12) month probationary period and will serve an additional probationary period not to exceed twelve (12) month from the date of receiving paramedic certification. Within the second twelve (12) period, the employee will be required to successfully complete the required tests to obtain Medical Director approval to be released from probationary status. Newly hired probationary employees may be dismissed at any time at the discretion of the County and are not entitled to use the grievance/arbitration procedures relating to their discipline or discharge, and are not entitled to payments of sick leave or vacation leave at time of termination.
- 18.06 Employees who are promoted shall serve a promotion trial period of six months. If an employee who is serving a trial period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position, a good faith effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position for which the employee qualifies. If no vacancy exists for which the employee is qualified, the employee will be placed in a lay-off status with recall rights.
- 18.07 Upon successful completion of their trial period, Fire Inspectors who have at least 5 years of experience with Indian River County Emergency Services will be promoted to Lieutenant Fire Inspector.

18.08 The following promotional process shall be followed:

RAW SCORES:

EXAM SCORES

TOTAL SCORE (300 Points max)

Multiple choice written test	100 Points max
Practical scenario test	200 Points max
<u>TOTAL MAXIMUM RAW SCORE</u>	<u>300 Points</u>

The written test will be 100 multiple choice questions scored at 1 point each. The exam will be taken from job specific areas for each rank. Maximum score for written exam is 100 points. An employee who does not score a 70% (or greater) on the written exam will not be eligible to take the practical scenario test and will not be considered for the promotion. Additionally, an employee that does not score a 70% (or greater) will be excluded from working out of rank until the employee completes remedial training and is approved by the Emergency Services Director or his designee.

For Officers, the practical test will be comprised of scenario based situations that will test the applicant's oral and reasoning skills, as well as their incident management capability. For Driver/Engineers, the practical test will be comprised of two scenario based situations (driving and pumping) that will test the applicant's oral and reasoning skills, as well as their incident management capability. As in the past, they will need to recall and verbalize their instructions based on the SOP's, meeting prescribed benchmarks, as well as using their common sense and job experience. Outside evaluators from other Fire Departments will evaluate and grade each applicant unless otherwise agreed upon. Maximum score for the practical test is 200 points. An employee who does not score a 70% (or greater) on any portion of the practical test will not be considered for the promotion. Additionally, an employee that does not score a 70% (or greater) on any portion of the practical test will be excluded from working out of rank until the employee successfully completes remedial training and is approved by the Emergency Services Director or his designee.

18.09 – Once the top 3 candidates are determined based upon their raw scores (written and practical scenario test), the Promotional Board will issue additional points based upon departmental service as outlined below. Additionally, the Promotional Board will consider the following factors: job performance evaluations, disciplinary actions, working out of classification, college degrees, additional training courses, and certifications in ranking the top 3 candidates. The Promotion Board will review the college degrees, additional training courses, and certifications to determine whether consideration will be given. Additionally, the Emergency Services Director reserves the right to interview the top 3 candidates.

NOTE: Ties based upon raw scores will be broken by applying years of service points for Driver/Engineer promotions and by years of service and years of rank points for Officer promotions. In the event there is still a tie, the Promotional Board will consider the resumes of the tied employees.

DEPARTMENTAL SERVICE (25/50 Points max)

Total years of service completed; credit is 1 point per full year. Total years in rank completed; credit is 1 point per full year. For promotion from Firefighter to Driver/Engineer, only total years of service points will be credited. For promotion from Driver/Engineer to Lieutenant, additional years in rank points will be credited for time in Driver/Engineer rank. For promotion from Lieutenant to Captain, additional years in rank points will be credited for time served as a Lieutenant. Maximum score for Service is 25 points for Driver/Engineer promotional testing and 50 points for Officer promotional testing.

OTHER FACTORS TO BE CONSIDERED BY THE PROMOTION BOARD – NO POINT VALUES GIVEN:

COLLEGE DEGREES

BS OR BA department related

AS OR AA department related

BS OR BA in non-department related

AS OR AA in non-department related

CERTIFICATIONS

An approved and accredited department related certification requires an examination or review to obtain.

Certifications that will automatically be approved will be listed by the Training Division. Any additional certifications may be approved or rejected by the educational committee in the future, and added or subtracted from the list as necessary.

EDUCATIONAL COURSES

Any documented courses given by colleges, Fire/EMS or public safety agencies, or private companies that are job related and approved by the promotional board.

All employees shall have a folder created in their training file to maintain the documentation of each employee's education. The Training Division shall review all education courses/certifications to be used for consideration before the promotional board meets.

It is the responsibility of each employee to present current educational documents for their resume. If the documentation is not there, it shall not be considered.

ARTICLE 19

SHIFT EXCHANGE

19.01 Effective the beginning of the first pay period after Union ratification and County approval of this Agreement, employees may exchange shifts up to a maximum of twelve (12) shifts or partial shifts of four (4) hours or more and six (6) partial shifts less than four (4) hours each fiscal year when the change does not interfere with the operations of the Fire Department, and when prior approval is granted at the discretion of the Emergency Services Director or his designee. Each shift or partial shift exchange shall be considered an occurrence. Shift or partial shift exchanges are limited to no more than 3 occurrences consecutively regardless of the fiscal year they would occur. Any leave contemplated under this Agreement taken between shift exchanges shall be considered an occurrence towards the 3 consecutive limit, but not towards the fiscal year total, under this section. Chit forms or any other method authorized by the Emergency Services Director shall be used for this purpose.

19.01.1 The Emergency Services Director may provide a carve out for education.

19.01.2 The Firefighter Fair Chairman may assign up to seventy (70) full or partial standby arrangements

19.01.3 The Union President may assign up to seventy (70) full or partial standby arrangements.

19.01.4 Standby arrangements under Sections 19.01.2 and 19.01.3 are subject to the limitations in Section 19.02; provided, however, that an employee of equal classification who has equal or higher qualifications shall be permitted to work the standby arrangement.

19.01.5 Standby arrangements under Section 19.01.3 of this Agreement shall only be used for the following:

- A. Executive Board Meetings (limited to Local 2201's four principal officers and Local 2201's shift stewards).
- B. General Union Meetings noticed to Local 2201's members.
- C. CBA negotiations with the District/Indian River County, including impasse hearings.

- D. Grievance step meetings and arbitration hearing under the CBA.
- E. Public meetings of the Indian River County Board of County Commissioners (limited to Local 2201's four principal officers).
- F. Conferences, conventions, and seminars relating to union activity.
- G. Charitable community events and fundraisers organized by or for the benefit of a bona fide Section 501(c)(3) non-profit organization, excluding any and all forms of political activity.
- H. Meetings with Local 2201's attorneys regarding District/Indian River County union matters.
- I. Florida PERC proceedings in which Local 2201 is a party.

19.01.6 The seventy (70) full or partial standby arrangements referenced in Sections 19.01.2 and 19.01.3 of this Agreement, are the maximum number allowed per fiscal year, and any unused standby arrangements shall not be rolled over to the following fiscal year.

- 19.02 The exchanging employees shall both be of equal classification, including ~~solo paramedic per section 33.10, and~~ out-of-rank eligible. Employees of equal rank and who possess either solo paramedic or ALS lead qualifications may exchange shifts. Deviations from this provision may only be approved by the Emergency Services Director or his designee in his sole discretion. Any such approval shall be on a case by case basis and shall not establish a past practice when considering future requests.
- 19.03 The submitted request for a shift exchange shall indicate the shift date that each employee will work for each other, and the dates shall be within the same fiscal year unless a longer period is approved by the Emergency Services Director or his designee. Failure to provide this information will result in the shift exchange being immediately disqualified for consideration.
- 19.04 An employee who fails to work the shift exchange as indicated on the submitted request shall be disqualified from consideration for future shift exchanges for a period of 12 months unless the circumstances for not working meet the approval of the Emergency Services Director.

19.05 Sick leave will be charged to the employee who agreed to work the shift if the employee who agreed to work the shift calls in sick.

ARTICLE 21
WORKING OUT OF CLASSIFICATION

- 21.01 An employee required to work temporarily at a rank higher shall receive \$30.00 per day (\$60.00 per shift) for the period of time the employee actually works (excluding any periods of leave) worked out of classification. Solo Paramedic and ALS lead are not classifications. To qualify for ~~temporary relief~~ working out of classification pay, the employee must work in a higher classification for a minimum of eleven (11) consecutive hours. On-duty qualified employees whose name appears on the eligibility list (where one exists) for promotion to the next rank shall be chosen first to work out of classification. Employees having completed six (6) months of their promotional trial period may work out of classification if qualified by the Training Department.
- 21.02 Employees will be required to work out of classification if qualified when directed by the department.

ARTICLE 25

HOLIDAYS

The County recognizes the following holidays and any other days authorized by the Board of County Commissioners under the auspices of the Indian River County Administrative Policy.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Last working day before Christmas
11. Christmas Day

25.02 Non-shift employees shall be given time off with pay for the above holidays on the County observed day. If a non-shift employee works the holiday, the employee shall be paid the overtime rate at time and one-half for the time worked.

25.03 Shift employees not required to work on a holiday will receive twelve (12) hours pay at their regular rate for the pay period within which each holiday falls. Shift employees who are required to work on a holiday shall receive twelve (12) hours of overtime pay, as holiday pay, in addition to their twenty-four (24) hours of regular pay.

25.04 An employee must be on active pay status, or approved leave on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

ARTICLE 26
MEDICAL LEAVE AND DISABILITY LEAVE

26.01 ELIGIBILITY

- A. Full-time permanent non-shift employees earn medical leave at the rate of one (1) work day per month starting the first full month of employment. Shift employees shall accrue medical leave at the rate of one day (12 hours) per month. For purposes of computation, one full 24-hour shift will be equal to two (2) 12-hour medical leave days.
- B. Medical leave may be taken as earned during the employee's probationary period.
- C. Frequent claiming of benefits under this rule will constitute grounds for the assumption by the Emergency Services Director that the physical condition of the employee is below the standard necessary for the proper performance of duties. Likewise, evidence of malingering or the abuse of this benefit will constitute grounds for prompt dismissal or disciplinary action by the Emergency Services Director. Employees suspected of abusing leave will be placed on notice and will be required to submit a doctor's note upon their return to work. Abuse of leave shall be defined as three occurrences in a 90 day period. For shift employees, each shift or partial shift that the employee is absent shall be an "occurrence."

26.02 EARNING OF MEDICAL LEAVE

An employee on medical leave for more than fifteen (15) consecutive working days shall not accrue medical leave for that period of time.

26.03 ACCRUAL

- A. For employees hired before the beginning of the first pay period after Union ratification and County approval of this Agreement, medical leave may be accumulated for a total of no more than one hundred (100) days at the employee's anniversary date.

- B. For employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement, medical leave shall not exceed fifty (50) days at any time.

26.04 USE OF MEDICAL LEAVE

MEDICAL LEAVE MAY BE GRANTED FOR THE FOLLOWING PURPOSES:

- A. Personal injury, pregnancy or illness not connected with work.
- B. Medical, dental, optical or chiropractic examination or treatment. (Refer to “D” for members of employee’s family.)
- C. Exposure to a contagious disease which would endanger others.
- D. Illness of a member of the employee's immediate family who lives permanently in the same domicile which requires the personal care and attention of the employee. No more than five (5) working days a year may be taken for this purpose without approval of the Director of Emergency Services (see definition of immediate family in Article 24).
- E. Events in accordance with the Family and Medical Leave Act of 1993.

26.05 REQUEST FOR LEAVE

- A. To receive compensation while absent on medical leave, the employee shall notify the employee's immediate supervisor or Emergency Services Director prior to or as soon as possible after time set for beginning the daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within the time limit established by the Director of Emergency Services.
- B. Medical leave used adjacent to any other approved leave will not be authorized unless the employee submits medical certification at least 24 hours prior to reporting for work.
- C. Use of medical leave in the last 30 days of employment with the County shall not be permitted unless approved by the Emergency Services Director or his designee.
- D. Any request for scheduled medical leave authorized under Article 26.04 (B) shall be requested 72 hours in advance.

26.06 CHARGING LEAVE

- A. For shift employees, medical leave time shall be charged to the employee in 24-hour increments unless the employee has requested approval 72 hours in advance and received approval from the Emergency Services Director or his designee to use less than 24 hours.
- B. ~~Where approved~~ For shift employees who have received approval for less than 24-hour increments, medical leave will be charged in not less than one (1) hour minimum period for time less than one (1) day.
- C. Employees who are unable to complete their shift due to illness shall provide medical certification at least 24 hours prior to reporting ~~for~~ back to work or the absence will be considered unapproved.
- D. For non-shift employees, medical leave time shall be charged to the employee on an hour for hour basis for approved absences. No more than one absence per work day may be charged.

26.07 RETURNING FROM MEDICAL LEAVE

- A. Employees on medical leave for 21 calendar days or more shall provide medical certification stating they are fit for duty at least 24 hours prior to reporting for work.

26.08 SPECIAL CONSIDERATION FOR PRUDENT USE OF MEDICAL LEAVE

Medical leave accumulated in excess of one hundred (100) days prior to the employee's anniversary date shall be compensated by paying the employee by the middle of the month following the month in which the employee's anniversary date occurs for such excess leave at the employee's regular hourly straight time pay.

26.09 MEDICAL LEAVE PAYMENT UPON SEPARATION FROM SERVICE

- A. Employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement, and who have ten or more years service with the County at the time of separation, shall receive 100% of the base rate of pay for one-half of all unused medical leave, up to a maximum of twenty-five (25) days, upon retirement or death.

- B. Employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement shall receive 100% of the base rate of pay for all unused medical leave, up to a maximum of one hundred (100) days, upon retirement in accordance with existing retirement plans or death.

26.10 Disability leave with pay shall be provided by the Employer on the following basis:

- A. The disability resulted from an injury or an illness sustained directly in the performance of the employee's work, as provided in the State Workers' Compensation Act.
- B. If incapacitated for his or her regular position, the employee may be given other duties with the Fire Service for the period of recuperation, provided the employee's medical condition permits. Unwillingness to accept such an assignment as directed by the Director of Emergency Services will make the employee ineligible for disability leave during the time involved.
- C. A physician selected by the County may be used to determine the physical ability of the employee to continue on disability leave or to return to work.
- D. Except as may be modified by Article 26.11, if the disability leave is approved, the first seven (7) days of the leave will be charged to the employee's medical leave or the annual leave account. After the first seven (7) days, the employee will be entitled to normal Workers' Compensation only, unless the employee elects to supplement such Workers' Compensation benefits with any accrued medical or annual leave he or she may have. In no case shall the employee's total compensation from county pay and Workers' Compensation exceed his or her normal compensation.
- E. No new medical leave shall be accumulated during the period an employee is off the job due to injury.

- F. At any time during the period of disability, any case may, upon request, be reviewed by an authorized County physician who shall provide ~~recommend—retention, reduction, or separation to~~ the Director of Emergency Services with an assessment on the likelihood of the employee returning to work.
- 26.11 In the event of a combat injury, generally defined as occurring from the point of alarm to the return to station, an employee will be paid an amount equal to the employee's normal earnings by use of District funds or a combination of District funds and Workers' Compensation without charge to the employee's medical or annual leave. This coverage will be extended to other hazardous activities, if approved by the Director of Emergency Services, after a request for approval of such paid disability has been made by the union president. The Director's approval shall not be unreasonably withheld.
- 26.12 Bargaining unit employees shall not be entitled to light or restricted duty for non-duty related illness, injury, or condition (such as pregnancy), except as required by applicable law.
- 26.13 Bargaining unit employees shall be eligible for ~~up to 12 weeks of~~ Family and Medical Leave ~~in any twelve month period~~, in accordance with, and under the terms of, the Family and Medical Leave Act of 1993 (FMLA). FMLA leave shall run concurrently with all other paid and unpaid leave for FMLA-qualifying absences, and all absences from work for FMLA-qualifying reasons, whether paid or unpaid, will be charged against the employees' FMLA leave allotment. Employees on Family and Medical Leave are required to use all paid leaves before going on leave without pay.

ARTICLE 28
ANNUAL LEAVE

28.01 Employees in the bargaining unit shall be entitled to accrue paid annual leave on the following basis:

1. Eleven (11) working days vacation for shift employees and ten (10) working days vacation for non-shift employees shall be earned each year for the first five (5) years of continuous employment commencing with the anniversary date.
2. Sixteen (16) working days vacation for shift employees and fifteen (15) working days vacation for non-shift employees shall be earned at the start of the sixth year of continuous employment through the end of the tenth year of continuous employment.
3. For each additional year of continuous employment, employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement shall earn an additional day of vacation up to a maximum of twenty-one (21) days per year for shift employees and twenty (20) days per year for non-shift employees:

CONTINUOUS EMPLOYMENT	ANNUAL DAYS EARNED	
	SHIFT	NON-SHIFT
11 YEARS	17 DAYS	16 DAYS
12 YEARS	18 DAYS	17 DAYS
13 YEARS	19 DAYS	18 DAYS
14 YEARS	20 DAYS	19 DAYS
15 YEARS	21 DAYS	20 DAYS

28.02 For employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement, forty-two (42) days may be carried over from year to year; and for employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement, thirty (30) days may be carried over from

year to year; however, an employee shall not be allowed more than thirty (30) days annual leave in a one-half (1/2) year period.

28.03 For employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement, employer rules and regulations will apply regarding notification and/or pay for annual leave earned above 500 hours. Employees retiring after entering the DROP will be eligible to receive up to 300 hours of leave upon separation. Employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement will be eligible to receive payment for accrued annual leave up to 500 hours, or the maximum hours allowed by the Florida Division of Retirement at the time, whichever is less, in total.

28.04 Employees with the most time in total service years will be given preference when granting annual leave, during the seniority months (November, February, May, August). Bargaining unit employees may cancel annual leave that has been approved through the Seniority Month selection process either during the Seniority Month in which it is granted, or at any time up to six (6) weeks prior to the date that the annual leave is to be taken, whichever is greater. Annual leave that has been approved through the Seniority Month selection process may not be cancelled other than as provided in Article 28.04, except as authorized in writing by the Emergency Services Director, or designee, in his sole discretion. The Emergency Services Director's decision to authorize or not authorize the cancellation of annual leave shall not be grievable. Notwithstanding their ability to cancel annual leave as provided in Article 28.04, bargaining unit employees who use the Seniority Month selection process shall continue to be required to use a minimum of two consecutive shifts of annual leave.

28.05 Non-shift employees shall receive one (1) personal day to be used within each calendar year in accordance with the vacation policy.

28.06 Non-shift employees shall be allowed to utilize annual leave in one (1) hour increments.

ARTICLE 30
COURT DUTY

30.01 COURT LEAVE

- A. Employees attending court as a witness on behalf of a public jurisdiction or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend court. This time shall be charged as ~~leave with pay~~ paid court leave. Remuneration paid by the court shall be turned over to the Employer.
- B. All permanent full-time employees subpoenaed to attend court on behalf of the Employer are eligible for ~~leave with pay~~ paid court leave. Any remuneration paid by a third party in conjunction with such appearance shall be turned over to the Employer.
- C. Those employees who become witnesses, plaintiffs, or defendants in the matters unrelated to the Employer are not eligible for ~~leave with pay~~ paid court leave. Employees who are parties against the County in any proceeding, or who appear without subpoena as witnesses for a party against the County in any proceeding are not eligible for ~~leave with pay~~ paid court leave.
- D. Nonexempt employees who attend court representing the Employer on their day off will be compensated in accordance with the overtime provision. However, every attempt should be made not to schedule a court appearance on the employee's day off.
- E. Employees who attend court for only a portion of a regularly scheduled work day are required to report to their supervisor within a reasonable period of time of being excused or released (other than for the night) by court. The failure to so report will be cause for disciplinary action, including termination

of employment. Employees released for the night who are required to report back to the court following day shall not be required to return to work.

- F. Employees who attend court on behalf of the County, while on scheduled vacation, may be allowed to take additional leave with pay for the court time.
- G. In the event a holiday occurs during the period of an employee's jury duty, he or she shall receive pay for the holiday.
- H. All court attendance must be verified before an employee shall be compensated. Monies received from court appearances will be turned over to the Employer.

ARTICLE 31

OVERTIME

31.01 DISTRIBUTION OF OVERTIME

All overtime will be distributed equally by classification to the best ability of the supervisor in charge, except where operational needs dictate otherwise, using a computer-generated overtime list or graphical presentation posted daily in real time by the supervisor in charge as a guide for such distribution. In compiling the posted overtime list, the following conditions will be adhered to:

- A. All assigned overtime hours worked by the employee will be included in totals shown on the above posted list.
- B. When an employee enters a new classification, the employee will be placed on the overtime list at the highest overtime of the classification entered.
- C. If an employee refuses overtime which the Employer gets someone else to perform, the overtime will be charged against the employee who refused. If an employee is in line for an overtime assignment because of the position on the overtime list, the employee will not be charged as having refused the assignment if the employee cannot be contacted.
- D. If an employee is on approved leave, other than Kelly Day, they will not be offered overtime. This is not to be interpreted as meaning that an employee is not subject to call-back while on approved leave. For distribution of overtime purposes an employee shall be considered on approved leave from the time the employee finishes work on the last scheduled work day before going on vacation until the employee's scheduled starting time on the first scheduled work day after the employee's vacation.

- E. At the end of the payroll period nearest the end of each fiscal year, the accumulated overtime of the lowest employee in each classification (excluding employees who are ineligible for overtime) shall be deducted from the overtime standings of all others in the classification at that location.
- F. It is expressly understood that reliable, prompt service is a priority responsibility to the public we serve. It is expected that all employees will respond when an emergency or bona fide need exists. The failure to so respond, except as covered in (D) above, will be cause for disciplinary action, including termination of employment.

31.02 PROPER FILLING OF AND DISTRIBUTION OF OVERTIME

- A. All call-out overtime will be filled by the off going shift. Prearranged overtime shall be offered to employees with the lowest hours of that classification. The Captain shall attempt contact with up to three employees with the lowest hours in that classification. If unable to contact and/or secure consent to accept assignment to prearranged overtime hours, the Captain may hold over other qualified employees.
- B. Overtime will be called within the classification creating the overtime first. Solo Paramedic and ALS lead are not classifications. If all employees within that rank refuse then only those employees one classification below who can work out of rank will be called. If those employees refuse, then the employee with the lowest ~~hours~~ number of occurrences as reflected on the mandatory overtime list within the original classification causing the overtime and not on approved leave will be ~~given~~ assigned the overtime in a mandatory status.
- C. At the beginning of the first pay period after ratification of this Agreement by both parties, mandatory overtime lists will be established for each bargaining unit classification based upon inverse seniority (from least senior employee to most

senior employee) within the classification. When employees are promoted to a classification, they shall be placed into the list based on their date of hire. Each mandatory overtime assignment worked in the amount of 12 or more continuous hours shall be counted as an occurrence. After each occurrence, the employee shall be moved to the bottom of the list. If an employee is ineligible to work the mandatory overtime assignment, they will not be charged an occurrence. Employees who, for 30 consecutive calendar days or longer, are on workers compensation leave, workers compensation/medical light duty assignments, FMLA, or sick leave will have mandatory overtime occurrences credited to them as their names come up within the rotation so that they are not required to work multiple mandatory overtime assignments when they return to full duty. ~~At the beginning of the first pay period prior to October 1 of each year, the mandatory overtime lists shall be reordered based on inverse seniority and the number of occurrences for each employee will be reset to zero.~~

~~D. C. Special Event Overtime and Staffing will be tracked separately from other or regular overtime opportunities. Bargaining Unit Members possessing the necessary requirements to work special events may volunteer for the special event. These special events will be filled on a first come voluntary basis. If a special event is not filled 48 hours prior to the date of the event, the supervisor in charge of filling overtime will go to the special event overtime list to determine who would be mandatory for the event by those employees that have the fewest hours. The Emergency Services Director may authorize a special event assignment when needed under special circumstances. The staffing of these events will be handled as outlined in Article 31. Mandatory overtime assignments pursuant to this subsection (D) shall be considered an occurrence of mandatory overtime regardless of the number of hours.~~

31.03 CALL-OUT AND PREARRANGED OVERTIME

A. When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:

1. A call-out, if the employee has less than twelve (12) hours' notice by the Emergency Services Director or authorized representative; or
 2. Prearranged overtime if the employee has twelve (12) hours' or more notice.
- B. On a call-out, the employee shall be paid a minimum of three (3) hours at time and one-half as time actually worked, except that if the employee is called out before the employee's regular starting time and works through the employee's regular work period, then only time actually worked shall be allowed. Time shall start at time of initial contact (unless the employee fails to report to work within a reasonable period of time after contact, whereupon time shall start at a reasonable period of time before appearing at work) for purposes of computing time worked and/or paid and shall end upon sign-off at work headquarters.
- C. In the case of prearranged overtime, the employee shall be paid a minimum of four (4) hours at time and one-half as hours worked (except in the case of meetings, two (2) hours), except if the employee is required to report before the employee's regular starting time and works through the employee's regular work period or is required to continue after the employee's regular quitting time, then only time actually worked or spent in meetings shall be allowed. Pay under this paragraph cannot be converted to compensatory time.
- D. No employee will be called back to work during the employee's vacation period, unless an extreme emergency has been declared.
1. An employee's vacation period will begin on the instant the employee finishes the last hour of regularly scheduled work.

2. An employee's vacation period will end on the first hour of the employee's scheduled return to work date.
3. In the event an employee is called back from vacation out of town, the District will assume all costs involved in transporting the employee to and from the vacation site.

ARTICLE 33
INCENTIVE PAY

33.01 An employee of the District who has successfully completed a certified diver's course and self paid the expenses shall be given a pay increase of twelve dollars (\$12.00) bi-weekly.

33.02 An employee of the District who has successfully completed a certified Smoke Diver's Course and self paid the expenses shall be given a pay increase of twelve dollars (\$12.00) bi-weekly.

33.03 A. An employee of the District who has completed a total of eighty (80) hours in courses approved by the Educational Committee will receive a pay increase of ten dollars (\$10.00) bi-weekly. The courses for which the employee seeks educational incentive pay must be approved by the Educational Committee prior to enrollment. There will be a maximum of four (4) eighty hour blocks per employee.

B. The hours involved in the Fire Fighters State Minimum Standards Basic Recruit Training are excluded from this agreement.

C. The Educational Committee will consist of the Fire Chief, Deputy Fire Chief and two (2) members of the bargaining unit. Should the vote of the Committee end in a tie, the Fire Chief shall be given another vote to break the tie. This committee will establish criteria for sections 33.08 and 33.09.

~~33.04 An employee who is qualified and certified as a Paramedic may assume the duties of the E.M.S. Coordinator or Training Officer and shall receive a pay increase of sixty dollars (\$60.00) bi weekly. There will be a maximum of four (4) E.M.S. Coordinators or Training Officers in the department. (Moved to 33.06.)~~

33.04 All personnel that are certified in Heavy Rescue as of 09/30/85 will continue to receive twelve dollars (\$12.00) bi-weekly for that certification.

- 33.05 The incentives offered in this article (from 33.01 through 33.04~~5~~) shall be available only for employees who have qualified for the particular incentives by March 24, 1994.
- 33.06 An employee who is qualified and certified as a Paramedic may assume the duties of the E.M.S. Coordinator or Training Officer and shall receive a pay increase of sixty dollars (\$60.00) bi-weekly. There will be a maximum of ~~four (4)~~ six (6) E.M.S. Coordinators or Training Officers in the department. (Moved from 33.04.)
- 33.07 Four (4) Special Operations F.T.O.s per shift, total of 12 slots, shall receive sixty dollars (\$60.00) biweekly. FTO assignment shall be made by management on a fiscal year basis. Employees who are not selected to retain FTO status will not be eligible to continue to receive the biweekly incentive.
- 33.08 ~~Forty (40)~~ Sixty (60) Special Operations (Technician Level) per shift consisting of 10 High Angle, 10 ARFF, 20 Haz Mat, 20 Rescue Diver, for a total of 120 ~~120~~ 180 slots, shall receive thirty-five dollars (\$35.00) biweekly, so long as they maintain their certifications. Only one incentive per person.
- 33.09 Non-shift employees shall be eligible for one (1) pay increase of twenty-one dollars (\$21.00) biweekly (maximum of six individuals) when they become certified in one of the following areas:
- State of Florida Instructor II or III
 - State of Florida Inspector II or NFPA Certified Inspector I
 - State of Florida Investigator II or IAAI Certified Investigator
 - NFPA Certified Fire Plan Examiner I or NFA Plan Review for Inspectors
- 33.10 Effective October 1, 2016, there will be no more Solo Paramedic incentive slots created and Solo Paramedic incentive slots that are vacated will not be filled. Individuals currently filling a Solo Paramedic incentive slot and receiving Solo Paramedic incentive will be grandfathered in and continue to receive the Solo Paramedic incentive pay and be eligible to progress in accordance with the grandfathered schedule below.

<u>Months of Service</u>	<u>Non 7(k) Exempt</u>	<u>7(k) Exempt</u>
○ 0 – 36 months	\$10.80/day	\$12/day
○ 37 – 72 months	\$15.12/day	\$16.80/day
○ Over 72 months	\$19.44/day	\$21.60/day

The amount of additional pay for grandfather Solo Paramedic status shall be paid bi-weekly as long as the employee maintains their solo paramedic status.

33.11 When needed to staff ALS stations and/or apparatus, the County may assign qualified individuals to work as the ALS lead. One ALS lead will be assigned per ALS apparatus. Qualified individuals are those individuals who are grandfathered in and receiving Solo Paramedic incentive and those individuals who are approved by the Medical Director. Individuals serving as the ALS lead, who are not already receiving Solo Paramedic incentive, shall be paid a \$1.00 per hour incentive pay for each hour working as the ALS lead in FY16/17, \$1.25 per hour incentive pay for each hour working as the ALS lead in FY 17/18, and \$1.50 per hour incentive pay for each hour working as the ALS lead in FY18/19. The ALS lead is an assignment not a classification. Assignment is made in the sole discretion of management and is not subject to equal distribution among eligible individuals. If qualified by the Medical Director, the employee may not reject the assignment. To be filled at the Emergency Services Director's discretion, effective on ratification or imposition of this Article, the County will fill 86 slots. Vacancies will be filled in the next pay cycle. The County may assign individuals to temporarily fill in for absent Solo Paramedics, and individuals so assigned shall receive the Solo Incentive while performing work as a Solo Paramedic. Additional Solo slots will be filled as ALS apparatus is added and stations come online. Upon the expiration of this Agreement, future additions of Solo slots will be subject to collective bargaining.

The Solo Incentive will be paid as follows:

<u>Months of Service</u>	<u>Non 7(k) Exempt</u>	<u>7(k) Exempt</u>
○ 0 – 36 months	\$10.80/day	\$12/day
○ 37 – 72 months	\$15.12/day	\$16.80/day
○ Over 72 months	\$19.44/day	\$21.60/day

~~The amount of additional pay for Solo Paramedic status shall be paid bi-weekly as long as the employee maintains their solo paramedic status.~~

ARTICLE 34

SALARIES

- 34.1 Upon receiving Firefighter certification, Paramedic I will be placed in the Dual Certified pay scale, effective the first day of the next 28-day cycle. Upon becoming Firefighter certified ALS personnel will be converted using a 52.5% rate. They will be placed in the step plan based on their years of service. In the event that the converted pay rate is higher than the step they are placed in, their pay will remain at the converted rate until such time that the range or their subsequent step increase is greater than the converted rate of pay.

New hires who possess only firefighter certification and do not possess paramedic certification will be hired in at \$2,000 below the entry level for a dual certified positions and will be required to become dual certified within 12 months of hire. Upon attainment of dual certification, their pay will be increased to the entry level rate for a dual certified position.

- 34.2 Bargaining unit employees will be provided wages as follows:

- A. ~~For Fiscal Year 2013-14, bargaining unit employees will not receive cost of living, step, or other wage increases.~~
- B. ~~For Fiscal Year 2014-15, effective the beginning of the first pay period after Union ratification and County approval of this Agreement, all bargaining unit employees shall receive a five and one half percent (5-1/2%) cost of living increase. In addition, effective the beginning of the first pay period after Union ratification and County approval of this Agreement, all bargaining unit employees will be placed in the revised step plans shown in Attachment B (which already include the 5-1/2% cost of living increase). Such placement shall be in accordance with the Pay Scale Conversion shown in Attachment C. Upon Union ratification and County approval of this Agreement, after placement in the revised step plans, eligible employees will proceed to the next step of their respective revised pay plan. Topped out employees who do not receive a step increase will receive a lump sum payment of \$1500, with the proviso that~~

~~this sum will be paid in three \$500 increments due the beginning of the first pay period after (1) Union ratification and County approval of this Agreement, (2) May 1, 2015 and (3) July 1, 2015.~~

- ~~C. For Fiscal Year 2015-16, bargaining unit employees shall receive a 3.5% cost of living increase effective the first full pay period in October 2015. Topped-out employees shall receive a \$1,000 lump sum payment to be paid in the first full pay period of April 2016. Additionally, effective the first full pay period following April 1, 2016, eligible employees will proceed to the next step of their respective pay plan.~~
- A. For Fiscal Year 2016-17, effective October 14, 2016, which is the first full pay period in October, all bargaining unit employees shall receive a 3% general wage increase (except single certified probationary employees whose pay shall be adjusted to remain at \$2,000 below the entry level for a dual certified position). The general wage increase will adjust the minimum and maximum of the respective pay plan.
- B. For Fiscal Years 2017-18 and 2018-19, the parties mutually agree to reopen this section and collectively bargain future general wage increases and pay scale adjustments for the remainder of the term of this Agreement. Such negotiations shall commence on or before June 15th of each year, unless the parties mutually agree to a later date.
- C. Effective the first full pay period of April 2017, April 2018, and April 2019 all non-topped out bargaining unit employees, except new hires who have not attained dual certification, will proceed to the next step of their respective pay plan. Topped-out employees shall receive a \$1,000 lump sum payment not added to their base pay to be paid in the first full pay period of April 2017. Topped-out employees shall receive a \$1,000 lump sum payment not added to their base pay to be paid in the first full pay period of April 2018. Topped-out employees shall receive a \$1,200 lump sum payment not added to their base pay to be paid in the first full pay period of April 2019. New hire employees, who have not attained paramedic certification as of the first full pay period in April 2017, will not advance to the next step of their respective pay plan until

paramedic certification is attained (not to exceed 12 months from date of hire). This new hire provision will also extend to new hires in April 2018 and April 2019 who have not attained paramedic certification as of the first full pay period in April of each year. Upon attainment of paramedic certification, their pay will be increased to the entry level rate for a dual certified position and the employee will receive the step increase effective the first full pay period following attainment of the paramedic certification.

- D. Step moves, cost-of-living increases, general wage increases, pay scale adjustments or lump sum payments, if any, after September 30, 2019~~6~~ shall be established through collective bargaining for a successor Agreement.
 - E. In the event of promotion, the employee shall move to the same step of the pay plan for the higher rank on the first day of the pay period nearest to the date of promotion. In the event the same step of the pay plan does not exist for the higher rank, the employee shall move to the lowest step of the higher rank and shall not be eligible to receive the first subsequent step increase provided in ~~34.02 B~~ 34.2 C.
- 34.3 The County shall indemnify, exonerate, and save harmless the Union from any claims and/or judgments against the Employer and/or Union based upon the application of the FLSA 207(k) exemption. The Employer shall give written notice to the Union by registered mail addressed to the President of the local of any claim, action, suit, or proceeding brought by an employee, person, firm, or corporation against the Employer based in whole or in part based upon the application of the FLSA 207(k) exemption. The County shall defend the said claim, action, suit, or proceeding against the County or against the Union at its own cost and without expense to the Union.
- 34.4 Employees who retire under regular FRS guidelines after the termination date of this agreement but prior to the ratification of a new agreement will be eligible for retroactive payments calculated in the same manner as other bargaining unit employees.

ARTICLE 37
DURATION AND RENEWAL

- 37.01 This Agreement shall be in full force and effect from the date of ratification by both parties ~~October 1, 2013~~, to September 30, ~~2019~~ 2016. This Agreement shall continue in effect from year-to-year thereafter unless amended or terminated in the manner hereinafter provided. Either party desiring to amend or terminate this contract shall notify the other party in writing by February 1 of the year in which the contract expires.
- 37.02 If the parties do not reach agreement by contract expiration, the existing terms and conditions shall continue until a new Agreement is reached or the impasse is resolved.
- 37.03 The Employer shall not reduce the staff levels as they existed upon the signing of this agreement, with the exception that staff levels may be reduced only as a result of attrition and the Employer will not institute layoffs in the event it limits its fire fighting activities.
- 37.04 The Employer agrees that its operations, or any part thereof, shall not be merged, assigned or otherwise transferred without first securing the agreement of the new employer to assume the Employer's obligations under this Agreement.

**Indian River County, Florida
Emergency Services District
Sixty (60) Day Notice of
Drug-Free Workplace Program
For Local 2201, IAFF Collective Bargaining Unit Employees**

The District is committed to maintain a safe, healthy, and productive work environment for its employees; to provide professional services for its citizens; to maintain the integrity and security of its equipment and workplace; and to perform all these functions in a fashion consistent with the interests and concerns of the community.

The District believes that there is potential for serious consequences to your employment security, and our business, due to drug and alcohol use and/or abuse by employees, which has been shown to increase safety risks and absenteeism while decreasing productivity and quality.

Pursuant to the District's philosophy and goals, it is codifying a Drug-Free Workplace Program to ensure that we will have a drug-free workplace. This program is intended to satisfy the Drug-Free Workplace Program requirements set forth in 440.102, Florida Statutes, and Rule 59A, Florida Administrative Code.

It is the policy of the District that unlawful possession, use, being under the influence, consumption, sale, purchase, distribution, dispensation, or manufacture by any employee of alcohol or any illegal drugs or illegally obtained drugs in the workplace, on District premises, or within its facilities, in the conduct of District-related work off District premises, or when operating District vehicles on or off duty is strictly prohibited and will be grounds for immediate termination. Nor will the District permit any employee to report to work or to perform his or her duties while taking prescription or non-prescription medication which adversely affects the person's ability to safely and effectively perform his or her job duties. Employees are required to notify supervisors of all such medication use. It is a condition of employment to abide by the terms of this policy.

In furtherance of its Drug-Free Workplace Policy, the District will institute drug and alcohol testing procedures beginning October 1, 1998. Under this testing program, special-risk and safety-sensitive candidates for employment, as well as current employees under certain limited circumstances (i.e., for cause, fitness for duty and post accident), will be subject to alcohol and drug testing. A complete copy of the District's Drug-Free Workplace Program will be provided to each employee and applicant in advance of the program's commencement date.

It is the District's desire that individuals voluntarily address and resolve any drug and alcohol-related problems on a confidential basis. Should an employee realize that he or she has developed a dependence on drugs, alcohol, or any controlled substance, he or she is advised to seek rehabilitation voluntarily (without disciplinary penalty), prior to any management action.

In order to provide an effective means of helping employees deal with drug/alcohol use and/or abuse, which may be interfering with their job performance, the District has an Employee Assistance-Program (EAP) provider, Health Advocate (EAP), which offers employees and their families substance abuse treatment and rehabilitation services. Information on these services is available from the District at 567-8000, extension 225 at the Director's Office, Fire Chief at 562-2028, or the EMS Chief at 567-3160.

We would like to have the opportunity to answer any questions anyone might have prior to the effective date of the program. If you would like to discuss the policy (on a confidential basis), please contact the-Emergency Services Director, or his or her designee, at any time.

We do appreciate your work on behalf of the District and ask your assistance in keeping the workplace free of alcohol and drug-related problems.

~~Joseph A. Baird~~ Jason Brown, County* Administrator