

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**INDIAN RIVER COUNTY EMERGENCY
SERVICES DISTRICT**

AND

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

October 1, 2024 – September 30, 2025

ARTICLE 1

AGREEMENT

1.01 This Agreement is entered into between the Indian River County Emergency Services District, hereinafter referred to as the Employer, the County, the Fire District, the District, the Fire Department or the Department; and the Indian River County Firefighters/Paramedics Association, Local 2201, I.A.F.F., hereafter referred to as the bargaining unit or Union.

1.02 The parties realize that Indian River County has the responsibility of administering the Emergency Services District.

1.03 Whenever an action is required to be performed by a particular person, by virtue of that person's office, that action may be performed by a properly authorized deputy or designee.

1.04 Whenever the words "he", "him", or "his" are used the words shall be interpreted as including the words "she", "her" or "hers".

ARTICLE 2

RECOGNITION

2.01 In accordance with Public Employees Relations Commission Certification Number 2082, the County recognizes the Union as the exclusive bargaining agent for employees in the following supervisory bargaining unit:

INCLUDED: All employees of Indian River County in the classification of Battalion Chief.

EXCLUDED: All other employees of Indian River County.

2.02 The Union recognizes the County Administrator and designees are the representatives of the County for purposes of collective bargaining. The County recognizes that the President of the Union and designees are the representatives of the Union for purposes of collective bargaining. Direct negotiations will not be conducted between any other parties, including the County Commission and employees in the bargaining unit.

ARTICLE 3

SUPERVISORY RESPONSIBILITY/CONFLICTS OF INTEREST

3.01 It is agreed and understood that the individuals in the bargaining unit covered hereunder are supervisors whose primary duties oftentimes create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, the individuals covered hereunder must, at all times while on duty, in uniform and/or while otherwise representing the County, act in the best interest of the County. Accordingly, the individuals covered hereunder will be held accountable for the faithful and efficient performance of their duties and responsibilities in accordance with their job descriptions, which may include, but are not limited to, the following:

- A. Supervising a shift, battalion, work group, work area, and/or a fire/rescue station and directing related operations, including the supervision of all shift, battalion, or station personnel and the oversight of all apparatus and equipment.
- B. Supervising fire and rescue scenes and incidents in accordance with ICS (Incident Command System), including the direction of personnel and equipment as required.
- C. Assigning work duties to subordinate personnel.
- D. Reviewing and evaluating the performance of subordinate personnel.
- E. Recommending and administering disciplinary action, conducting investigations and inquiries.
- F. Training and/or administering the training of subordinate personnel.
- G. Enforcing all County and Departmental rules, regulations, policies, procedures, and guidelines, and making recommendations concerning revisions thereto.
- H. Purchasing materials and equipment within policy guidelines and making recommendations concerning Departmental purchases.
- I. Ensuring safety of personnel within the work area and on scene consistent with County policy.

- J. Timely and accurately completing all forms, reports, and other paperwork relating to station operations, fire and rescue incidents, daily work and activities, and personnel matters.
- K. Temporarily transferring/assigning subordinate employees to different assignments, as required.
- L. Participating in the administration of Departmental overtime and leave policies.
- M. Preparing budgets for their assigned programs and provide input on development of future budgets.
- N. Administering and participating in public education programs.
- O. Participating in committees, task forces, or other work groups as assigned by the Department or the County.
- P. Working and supporting the Fire Administration and the County.
- Q. Performing work area inspections.
- R. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and procedures, and/or as assigned by appropriate management authority.

ARTICLE 4

MAINTENANCE OF STANDARDS

4.01 The employer will not unilaterally change, except as allowed herein or by the Florida Public Employees Relations Act, employees' wages, hours, or working conditions established by this Agreement.

4.02 Article 4.01 notwithstanding, the provisions of this Agreement and/or pre-existing working conditions, other than monetary provisions, may be temporarily suspended in response to the formal declaration of a federal, state or local emergency or disaster.

ARTICLE 5

CONTRACT APPLICATION

5.01 This contract and its interpretation, application, enforcement, and performance shall in all respects be governed by the laws of the State of Florida, ordinances and resolutions of the District and the Department of Emergency Services regulations.

ARTICLE 6

SEPARABILITY

6.01 The parties hereto agree that should any article, section or paragraph of this Agreement be declared by a court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said article, section or paragraph shall not affect the validity and enforceability of any other article, section or paragraph hereof, and the remainder of this Agreement shall remain in full force and effect. In the event any article, section or paragraph of this Agreement is lawfully declared invalid, the Employer and the Union shall meet immediately to negotiate a replacement article.

ARTICLE 7

UNION ACTIVITY

The provisions of this Article shall be in conjunction with, and not in addition to, the provisions of the Rank & File Agreement.

7.01 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.

7.02 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 three (3) members designated by the Union and three (3) members designated by the Fire Chief. 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.

7.03 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 Fire Chief.

7.04 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.

7.05 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 8

PAYROLL DEDUCTION OF DUES

8.01 The Employer agrees to deduct the prescribed dues and assessments from earnings of those employees who have signed individual notarized authorization cards for deduction of said dues and assessments. Said authorization cards shall be periodically certified to be current by the Union. The Employer shall remit said collections monthly to the duly designated officer of the Union.

8.02 The Union shall indemnify, exonerate, and save harmless the Employer from any claims and/or judgments against the Employer and/or Union based upon any check-off of union dues, fees, or assessments. 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 on any check-off of union dues, fees or assessments. The Union shall defend the said claim, action, suit or proceedings at its own cost and without expense to the Employer, even if such claim, suit, action, or proceeding is false, groundless, or fraudulent.

8.03 An employee transferred to a classification not in the bargaining unit, or whose employment is terminated, shall cease to be subject to check-off deduction beginning with the month in which such change in employee status occurs.

8.04 The Employer shall not be required to collect union dues in arrears. Any change in dues made by the Union will become effective after a thirty (30) day written notice by the Union to the Employer. An employee may revoke authorization for dues deduction at the employee's request upon 30 days' written notice to the County and Union.

8.05 The Employer shall have the right to withhold any or all amounts collected under this article of the contract to satisfy any amounts owing to the Employer by the Union for violation of this agreement, as determined by a court, arbitrator, or other entity of competent jurisdiction.

ARTICLE 9

BULLETIN BOARDS

9.01 The Union may have a bulletin board in each Emergency Services station for the posting of notices.

9.02 All materials placed upon the bulletin board by the Union will be on official IAFF letterhead and signed by the Union President or his designee. The Fire Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

9.03 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the County or any of its elected or appointed officials or employees.

9.04 Material placed upon the bulletin board which fails to comply with, or violates, the foregoing may be immediately removed by the County.

ARTICLE 10

RULES AND REGULATIONS

10.01 The employees covered hereunder shall comply with all applicable rules, regulations, policies, and procedures of the County and the Fire-Rescue Services Department.

10.02 Should the Employer exercise its right to amend or modify the Department Personnel Rules and Regulations or Standard Operating Procedures, a digital copy of any such new (or amended) rule, regulation policy, or procedure shall be provided to the Union at least ten (10) business days prior to implementation. Nothing herein shall restrict the Employer from implementing any new (or amended) rule, regulation, policy, or procedure prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation. The union shall have the right to bargain over the negotiable impacts of the exercise of the employer's rights prior to implementation in accordance with applicable law.

10.03 It shall be the Employer's duty to see that all bargaining unit members are provided a digital set of the applicable Rules and Regulations and Standard Operating Procedures and future amendments. Copies of additional sets will be available digitally to the employee requesting them.

10.04 Bargaining unit employees upon arrest and/or criminal charges being initiated against them for any alleged offense or violation of law, shall immediately notify the Fire Chief.

ARTICLE 11

MANAGEMENT RIGHTS

11.01 Except as specifically restricted by the provisions of this Agreement, the County reserves and retains all rights, powers, prerogatives and authority customarily exercised by Management.

11.02 Except as specifically restricted by the provisions of this Agreement, the County has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Exercise complete and unhampered control to manage, direct, and totally supervise all employees of the County;
- B. Decide the scope of service to be performed, the method of service, and the assignment of work;
- C. Determine the size and composition of the workforce;
- D. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- E. Hire and/or otherwise determine the criteria and standards of selection for employment;
- F. Determine the number, classification, grade, and types of positions;
- G. Set minimum performance standards for service to be offered to the public, and set procedures and standards to evaluate the employees' job performance;
- H. Change, modify or alter the composition and size of the workforce, including the right to relieve employees from duty due to lack of work or lack of funding or any other business and/or operational reason, and recall employees;
- I. Determine the allocation and content of job classifications (including qualifications and certifications) and determine all training parameters for all bargaining unit positions, including persons to be trained and extent and frequency of training;

- J. Determine whether and to what extent the work required in its operation shall be performed by employees covered hereunder;
- K. Modify operations, duties, tasks, and/or responsibilities, temporarily or permanently, in whole or in part, due to operational requirements; determine the number, location, and operation of all divisions and all other organizational units;
- L. Establish, amend, revise and implement any program, policy and/or procedure, provided that such are not contrary to applicable law;
- M. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the County's discretion business and/or operational reasons make such curtailment or discontinuance advisable;
- N. Contract and/or subcontract any existing or future work;
- O. Create, expand, reduce, alter, combine, assign, or cease any job;
- P. Control the use of equipment and property of the County and determine the number and classification of employees assigned to any shift, station, or piece of equipment;
- Q. Exercise such other management rights as set forth in Chapter 447, Florida Statutes, and/or as determined by the state or local Public Employees Relations Commission or the courts.
- R. The employer must have just cause to terminate employment or demote an employee.

11.03 The above rights of the County are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the County in its general capacity as management. Any of the rights, powers, and authority that the County had prior to entering into this Collective Bargaining Agreement are retained by the County unless otherwise restricted by a specific provision of this Agreement. If the County fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the County's right to exercise any or all of such functions. Past practices of the District or Department relating to operations shall not be

considered for the purpose of the specific and express limitations on management which are contained in this Agreement.

11.04 Nothing herein shall be deemed a waiver of the Union's right to impact bargain if, and to the extent, such right exists under applicable law.

ARTICLE 12

NO STRIKE CLAUSE

12.01 The Union and employees in the bargaining unit it represents shall abide by Section 447.505, Florida Statutes and shall not participate in a strike against the County by instigating or supporting, in any manner, a strike.

ARTICLE 13

GRIEVANCE PROCEDURES

13.01 Bargaining unit members will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance. Time frames established herein may be extended by written mutual agreement of the parties.

13.02 A grievance is defined as a dispute regarding the interpretation or application of an express provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step One in any grievance.

13.03 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing the grievance to the Deputy Chief within ten (10) calendar days of when the aggrieved employee or the Union knew or should have known of the occurrence of the event(s) which gave rise to the grievance. (Knowledge by the employee shall be considered knowledge by the Union.) The grievance shall be filed on the prescribed grievance forms developed jointly by the County and the Union which shall be standard forms used throughout the grievance procedure. The grievance shall be signed by the employee or Union and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) a statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief or designee may discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) calendar days after submission of the STEP ONE grievance or discussion with the grievant (whichever is applicable), render a decision on the grievance in writing.

STEP TWO: Any grievance which cannot be satisfactorily settled at STEP ONE shall then be taken up by the Fire Chief. The grievance, as specified in writing within STEP ONE above, shall be filed with the Fire Chief within ten (10) calendar days after the due date for the response in STEP ONE above. The Fire Chief or designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) calendar days after submission of the STEP TWO grievance or discussion with the grievant (whichever is applicable), render a decision on the grievance in writing.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the County Administrator. The grievance, as specified in writing at STEP ONE above, shall be filed with the County Administrator within ten (10) calendar days after the due date for the Director of Emergency Services' response in STEP TWO above. The County Administrator or designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) calendar days after submission of the STEP THREE grievance or said discussion with the grievant (whichever is applicable), render a decision on the grievance in writing.

ARTICLE 14

ARBITRATION

14.01 If the grievance is not resolved at STEP THREE of the Grievance Procedure set forth in Article 13.03, the Union, on its own behalf or on behalf of the individual employee may request arbitration by electronic mail, hand delivery, or by certified or registered mail of a written notice to the County Administrator within fourteen (14) calendar days of receipt of the County Administrator's decision. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is sought.

14.02 Within ten (10) calendar days from the delivery of such notice of arbitration, the party requesting arbitration shall request a list of seven (7) qualified arbitrators who have a residence within the State of Florida from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

14.03 As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the County and the Union, in writing. It shall be the obligation of the arbitrator to make their best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be split equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

14.04 The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

14.05 The arbitrator may not issue declaratory opinions and shall confine themselves exclusively to the question which is presented to them, which question must be actual and existing. The decision of the arbitrator shall be binding, subject to any appeal or review rights under applicable Florida law.

14.06 No decision of any arbitrator or the County in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of lost wages less any employment compensation and/or interim earnings that he/she may or might have received during the period involved.

14.07 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A

grievance which is, for any reason, not the subject of a timely response by the County or by the Department shall be deemed denied at that step and the grievant may proceed to the next step. The failure to proceed on a timely basis to the next step shall bar the grievance.

14.08 Bargaining unit employees may not avail themselves of the grievance and arbitration procedures set forth in this Agreement with respect to any matters which are not expressly covered by this Agreement, such as disciplinary actions other than demotion or termination of employment.

ARTICLE 15

UNIFORMS AND EQUIPMENT

15.01 The Employer will allocate sufficient funds to provide an initial allotment, and replacement in accordance with Article 15.02, for trousers, shirts, T-shirts, short and long sleeve polo shirts, shoes, hats, job shirts, jumpsuits, cap, badge and name plate. The Employer also will provide the same protective clothing and devices as provided to all members of the rank and file bargaining unit.

15.02 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 reasonably 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.

15.03 The Employer, upon request, will provide each employee with a mattress protector.

15.04 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 manager and approved by the Fire Chief.

15.05 The Employer shall provide and maintain a heavy-duty washer for the purpose of laundering turnout gear at all current stations and all permanent stations until completion. In addition to the extractors, the County will add 3 washer and dryer units, per fiscal year, at the current stations to mitigate contaminated clothing that will occur while on duty.

15.06 The Employer shall provide storage facilities at each station based on budget requests, to house the protective clothing of firefighters assigned to that station without exposure to diesel exhaust.

ARTICLE 16

SAFETY AND HEALTH

The provisions of this Article shall be in conjunction with, and not in addition to, the provisions of the Rank & File Agreement.

16.01 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.

16.02 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.

16.03 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.

16.04 The County agrees to comply with Section 112.18, Florida Statutes (Special provisions relative to disability) and Sections 112.181, 112.1815, 112.1816, Florida Statutes and 29 CFR 1910.134 (OSHA standard for SCBA mask fit testing).

16.05 The Union and the County agree to the concept of a tobacco 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.

16.06 The Employer and the Union agree to adhere to the Emergency Medical Services protocol as set forth by the medical director.

16.07 The County shall provide immunizations for all employees who request to be immunized at the approval of the Medical Director and Fire Chief.

16.08 The Employer agrees to provide an annual physical for each employee. This physical shall include, at least, 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. The Fire Chief or his designee shall only be provided written notice indicating whether or not an employee has any working restrictions, otherwise the results of any physical shall be confidential to the extent permitted by law.

16.09 The County and the Union agree to the Drug-Free Workplace Program as adopted by the County for all required testing positions.

ARTICLE 17

HOURS

17.01 The basic work schedule for bargaining unit members assigned to shift shall be twenty-four (24) hour shifts on-duty and forty-eight (48) hours off-duty.

17.02 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 the County, they must be available and able to report to work and perform assigned duties as directed by management during a declared emergency. The Fire Chief or his designee may allow exceptions to this requirement for extraordinary circumstances at his discretion.

17.03 Effective with ratification of this Agreement, shift employees shall be granted a regularly scheduled, paid day off, known as a Regular Day Off (RDO), once every three (3) weeks.

RDOs shall be selected by classification seniority. RDO can be exchanged in the same manner as any other shift.

Employees on light duty, shall not be assigned an RDO.

ARTICLE 18

VACANCIES AND PROMOTIONS

18.01 The selection of Battalion Chiefs will continue to be in accord with existing County and Departmental policies.

18.02 Employees who are selected for a Battalion Chief position shall serve a probationary period of twelve months.

18.03 Anyone promoted from Captain to Battalion Chief shall receive a 10 percent increase to base salary and twenty percent if promoted from Lieutenant to Battalion Chief but in no event will a Battalion Chief's base pay be below the pay range established in Article 28 herein.

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 312 hours per 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 Fire Chief or his designee. In the event an employee is unable to work due to injury, illness, or disability, and has exhausted the 312 hours, the Fire Chief may, in his discretion, allow additional hours. Written requests will be submitted to the Fire Chief.

19.01.1 The Fire Chief may provide a carve out for education.

19.01.2 The Union President may assign up to seventy (70) full or partial standby arrangements (in conjunction with, and not in addition to, the Rank & File Agreement).

19.01.3 Standby arrangements 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.

19.01.4 Standby arrangements under 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.

19.01.5 The seventy (70) full or partial standby arrangements referenced in 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 or both qualified to work in each other's classification. Exchanging employees may be required to work in their highest qualified capacity.

19.03 Vacation 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 20

OUTSIDE EMPLOYMENT

20.01 Bargaining unit employees shall inform the Fire Chief, in writing, of any outside employment. Outside employment which interferes, or is incompatible, with County employment may be denied. No outside employment shall be performed less than eight (8) hours prior to the start of an employee's assigned shift.

ARTICLE 21

EMPLOYEE LEAVE AND BENEFITS

21.01 Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave and other benefits (e.g., medical leave, disability leave, court duty, annual leave/administrative days/personal days, tuition reimbursement, etc.) in accordance with the County's Personnel Rules & Regulations and Fire-Rescue Services Department's policies. For purposes of accruals and caps for both medical/sick and annual leave, a "day" shall be twelve (12) hours. Employees shall be allowed to accrue 720 hours of medical/sick leave and 900 hours of annual leave. Any hours above those caps shall be paid out to the employee consistent with the promotional policy of the County in effect at the time of promotion.

ARTICLE 22

BEREAVEMENT LEAVE

22.01 Regular full time bargaining unit employees covered by this Agreement shall be granted up to two shifts of leave with pay, or three (3) consecutive working days for those not on a 24-hour shift, for death in their immediate family without charge to medical leave, annual leave, holiday time, or other accumulated time, subject to the terms of the applicable District Rules and Regulations. At the discretion of the Fire Chief or his designee, employees may split up the two shifts of leave with pay. All bereavement leave must be completed within 90 days of the date of death. If bereavement leave is not utilized on consecutive shifts/work days immediately following the notification of death and is later scheduled to be used on a holiday, the leave must be approved by the Fire Chief.

22.02 For the purpose of this article, the immediate family shall include parents and step-parents, spouse, children and step-children, grandmother, grandfather, grandchild, brother, sister, step-sister, step-brother, mother-in-law, father-in-law, son-in-law, daughter-in law, sister-in-law, brother-in-law, or legal guardian of the employee.

22.03 Employees shall be required to provide documentation within 90 days supporting their request for bereavement leave.

ARTICLE 23

HOLIDAYS

23.01 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

23.02 Compensation to all Battalion Chiefs for all above-referenced holidays, whether worked or not, shall be in accord with existing County and Departmental policy and practice as of July 2, 2025, which includes 18 hours of pay if the bargaining unit employee works the holiday and 12 hours of pay if the bargaining unit employee does not work the holiday.

ARTICLE 24

INSURANCE BENEFITS

24.01 The County shall provide insurance for all bargaining unit employees and their dependents in the same manner as the County's general non-bargaining unit employees, including the retiree health insurance subsidy, hospitalization, and medical insurance.

24.02 The County shall maintain in full force and effect, and pay all premiums for, a life insurance policy on the life of each employee, payable to a beneficiary designated by the respective insured employee. Such life insurance policy shall be based on an amount equal to the employee's annual salary to the nearest high thousand as of the month following the payroll change.

24.03 Separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or estate of the employee as determined by law or by executed forms in the employee's personnel folder.

ARTICLE 25

LEAVE OF ABSENCE WITHOUT PAY

25.01 The decision to grant leave without pay (leave of absence) is a matter of administrative discretion. It shall be incumbent upon the Fire Chief to weigh and determine each case on its own merit. Any leave of absence for a period of thirty (30) days or more must have the approval of the Fire Chief. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

25.02 Any employee granted a leave of absence shall contact the Fire Chief at least two (2) weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process.

25.03 Failure to return to work at the expiration of the approved leave shall be considered as a resignation.

25.04 No medical leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.

25.05 Leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.

25.06 Fringe benefits can be continued at the expense of the employee on any leave of absence over thirty (30) days.

ARTICLE 26

MILEAGE ALLOWANCE

26.01 Employees temporarily assigned from one station to another station necessitating travel between stations will be compensated at the County's reimbursement rate if the employee chooses to use the employee's personal vehicle. Employees who choose this option must comply with the minimum county insurance requirements. If the employee chooses not to use the employee's own personal vehicle, it shall be the responsibility of the District to provide transportation between stations and back.

26.02 Application for mileage reimbursement and/or travel must be made within thirty (30) calendar days of the reimbursable travel. No mileage reimbursement will be paid in the absence of a timely request.

ARTICLE 27

INCENTIVE PAY

27.01 A. A bargaining unit employee who has completed a total of eighty (80) hours in courses approved by the Fire Chief or his designee with the recommendation of the Training Bureau 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 Fire Chief or his designee with the recommendation of the Training Bureau 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.

27.02 A bargaining unit employee who is qualified to be on The Honor Guard will receive (\$25.00) biweekly with a max of 10 spots.

27.03 As an essential requirement to be qualified for the position of Battalion Chief, all bargaining unit employees are required at all times to be both certified paramedics and protocolled by the Medical Director and shall receive a \$6,000 annual paramedic incentive. The paramedic incentives shall be paid biweekly.

ARTICLE 28

SALARIES

28.01 The pay range for Battalion Chiefs employed with the County during FY 2024-25 shall be \$98,076.16 to \$147,114.24.

28.02 The six percent (6.0%) wage increases previously provided to bargaining unit employees effective the beginning of FY 2024-25 shall remain undisturbed.

28.03 All non-topped out bargaining unit employees, who have not already received a pay progression anniversary increase in FY 2024-25, shall receive a two-and-one-half percent (2.5%) wage increase on their respective individual pay progression anniversary date with the County.

28.04 All non-topped out bargaining unit employees shall receive an additional, retroactive four percent (4.0%) wage increase effective with the first full pay period beginning on or after October 1, 2024 .

28.05 The parties agree that all bargaining unit members will continue to be selected and compensated for all unscheduled actual work performed by them with the County in accord with the County's existing practice as of July 2, 2025.

28.06 It is agreed and understood that pay ranges and wage increases of any kind after September 30, 2025 shall be established through the collective bargaining process based solely on implementation of a new collective bargaining agreement for Fiscal Year 2025-26 (and subsequent Fiscal Years), and where required, the statutory impasse resolution process.

ARTICLE 29

ENTIRE AGREEMENT/DURATION

29.01 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement.

29.02 This Agreement shall become effective upon ratification by both parties and shall remain in effect until September 30, 2025.

SIGNATURE PAGE

**INDIAN RIVER COUNTY
EMERGENCY SERVICES
DISTRICT**

By: _____
Union President

By: _____
Negotiating Committee Member

By: _____
Negotiating Committee Member

Date: _____

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

By: _____
Chairman, BOCC

By: _____
County Administrator

By: _____
Witness

Date: _____