

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, 2025 - SEPTEMBER 30, 2027

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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 Pursuant to Chapter 447, Florida Statutes, the County recognizes the Union as the exclusive bargaining agent for all employees of the County in the following classifications: Firefighter EMT, Driver/Engineer, Training Officer, Fire Investigator, Captain, EMS Field Supervisor, Rescue Sergeant, Fire-Medic, Paramedic I, Captain Fire Investigator (both civilian and sworn), Captain Fire Inspector (both civilian and sworn), Lieutenant Fire Inspector (both civilian and sworn), Fire Inspector (both civilian and sworn), Fire Administrative/Training Captain, Fire Administrative/Training Lieutenant, Fire Administrative/Training Officer, EMS Administrative/Training Captain, Fire Captain, and Fire Lieutenant.

2.02 The Union and the County reserve the right to file with P.E.R.C. for a clarification of the bargaining unit at any time. Further, the parties agree to file a joint UC Petition to clarify the unit as reflected in 2.01 above.

ARTICLE 3
MAINTENANCE OF STANDARDS

- 3.01 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.
- 3.02 Article 3.01 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 4
CONTRACT APPLICATION

- 4.01 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 5
SEPARABILITY

- 5.01 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 the Agreement is lawfully declared invalid, the Employer and the Union shall meet immediately to negotiate a replacement article.

ARTICLE 6
UNION ACTIVITY

The provisions of this Article shall be in conjunction with, and not in addition to, the provisions of the Supervisory Bargaining Unit Agreement.

- 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 Up to 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 the bargaining unit negotiations. The 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.
- 6.04 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.
- 6.05 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.

- 6.06 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.
- 6.07 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 7

PAYROLL DEDUCTION OF DUES

- 7.01 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.
- 7.02 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.
- 7.03 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.
- 7.04 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.
- 7.05 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 8

BULLETIN BOARDS

- 8.01 The Union may have a bulletin board in each Emergency Services station for the posting of notices.
- 8.02 All materials placed upon the bulletin board by the Union will be on official IAFF letterhead and signed by the Union President or designee. The Fire Chief or designee shall be furnished with a copy of any material to be posted prior to posting.
- 8.03 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.
- 8.04 Material placed upon the bulletin board which fails to comply with, or violates, the foregoing may be immediately removed by the County, and the employee who placed the material may be subject to disciplinary action.

ARTICLE 9
RULES AND REGULATIONS

- 9.01 Employees shall observe the District Personnel Rules and Regulations and Standard Operating Procedures and amendments thereto, except that the disciplinary action appeals procedures contained in the District Personnel Rules and Regulations shall not apply to bargaining unit employees. Failure of employees to comply with these rules and procedures may result in disciplinary actions pursuant to the above cited rules and regulations.
- 9.02 The Employer has the right to reprimand, discharge or otherwise discipline employees for just cause.
- 9.03 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.
- 9.04 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.
- 9.05 Bargaining unit employees shall immediately notify the Fire Chief when an information has been filed by a prosecuting official against him/her, when indicted by a Grand Jury, or when arrested, for any offense or violation of law. The Fire Chief shall determine if it is in the best interests of the County to:

- 1) Retain the employee in his/her regular position; and/or
- 2) Assign the employee to other duties or another position until such time as any charges are disposed of by trial, acquittal, dismissal, conviction, or other judicial action; and/or
- 3) Place the employee on leave without pay until such time as any charges are disposed of by trial, acquittal, dismissal, conviction, or other judicial action; and/or
- 4) Initiate disciplinary action up to and including termination.

In the event that the employee is retained pending resolution of the charges, and pleads nolo contendere or guilty, or is found guilty of any job-related offense or any offense that would adversely impact the County or the employment status of the employee, or which would cause the County to be held in disrepute, the employee shall be terminated from employment.

In the event that the employee is retained pending the resolution of the charges and is acquitted of all charges, or the indictment is dismissed for insufficient evidence, the Fire Chief shall retain the option to initiate or continue an investigation of possible administrative violations in accordance with established policy or practice. The initiation or continuation of an investigation and disciplinary process under this paragraph shall be limited to any conduct related to the criminal case that is either not charged or dismissed pursuant to plea agreement.

ARTICLE 10
MANAGEMENT RIGHTS

- 10.1 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.
- 10.2 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. Fire, demote, suspend, or otherwise discipline bargaining unit employees; 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.

10.3 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.

10.4 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 11
NO STRIKE CLAUSE

- 11.01 The Union agrees that there shall be no strike or strikes, slowdowns, or work stoppage, picketing in furtherance of any work stoppage, any cessation of work of any kind or degree, curtailment of work, or restriction of performance of duties, or any other interference or stoppage, total or partial, for any reason, which may include but not be limited to alleged violations of this agreement by the Employer. The Union will not authorize, approve, finance, aid, or condone any strike, work stoppage or picketing in furtherance of any work stoppage, by its members or employees it represents on employer or customer facilities or premises in respect to any controversy, disputes or grievances, and the Union will take immediate steps to end any work stoppages, strikes, slowdowns, or suspensions of work.
- 11.02 This article shall apply whether the particular matter arises from or outside of this contract. The application of the article shall not be governed or condoned either in whole or in part with the basis of the strike, work stoppage, slowdown, etc. or whether it may be arbitrated or not.
- 11.03 In case of violation of this article by an employee acting in the Union's behalf, the Employer shall have the right to:
- A. Discharge not only the instigators of the strike, but the participants as well, or any of them, at the discretion of the Employer. Allowing employees to work or return to work shall not be considered condonation of their activity in violation of the article.
 - B. Refuse to bargain until the violation(s) cease.
 - C. Obtain an injunction in the State Court restraining the employees and/or the Union from striking and work stoppage, picketing in furtherance of any work stoppage, or any other violation of this article without removal of the complaint to Federal Court; or
 - D. Hold the Union liable for damages resulting here from, including the costs of suits, attorney's fees for litigation and negotiations, settlements, security

costs, and other costs directly or indirectly attributable to such violation as determined by the P.E.R.C., Circuit or District Court, in determining the amount of damages to be awarded, if any, the Commission or trier of fact shall take into consideration any action or inaction by the public employer that provoked or tended to provoke the strike by the public employees.

- 11.04 It is further agreed that the providing of fire protection services by the Employer is extremely vital to the health, welfare, and safety of the citizens of the District and any interference with such services is in violation of this article and would constitute a threat of imminent danger to said citizens and possible irreparable harm. The parties agree that should the Union, its members, or persons acting in the Union's behalf, violate this article not to strike, which would also violate the Constitution of the State of Florida and the Florida Statutes, or picket in furtherance of a work stoppage or violate this clause in any other manner, and said action would cause the District irreparable injury or damage, and the Employer shall have the right to seek injunctive relief pursuant to Chapter 447, Florida Statutes.
- 11.05 Employees who refuse to perform the regular duties of their job because of strike, boycott, or picket line in furtherance of any work stoppage, upon the Employer's premises, or at any other place, shall be in violation of this article and subject to layoff or discharge at the discretion of the Employer. Such action shall be a violation of this article, regardless of which labor organization is conducting the strike, work stoppage, picketing or labor dispute.

ARTICLE 12
GRIEVANCE

GRIEVANCE PROCEDURE

- 12.01 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.
- 12.02 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.
- 12.03 Rules of Grievance Processing –
- 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. An email will suffice as fulfillment of this requirement.
 - 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, and all materials related to the grievance shall be submitted at Step 1 of the grievance process. Only that information presented shall be considered during the grievance resolution process.
 - 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. 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, and is not the result of a decision made at a rank higher than Battalion Chief, 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 or Deputy Chief with which to file a Step 1 grievance, 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 Deputy Chief (for shift personnel) or Assistant Chief (for non-shift personnel). The Deputy Chief or 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 Deputy Chief or 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 Fire Chief. The Fire Chief shall meet with the grievant, which a union steward or a union representative may accompany if the union is not the grievant. The Fire 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 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 designee. The County Administrator (or 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 split equally by the parties. 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 the initial step of the grievance 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, each 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), duty shirts, (short and long sleeve), t-shirts (short and long sleeve) polo shirts, duty boots, hats, job shirts, jumpsuits, caps, badges and name plates. 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 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.
- 14.03 The Employer, upon request, will provide each employee with a mattress protector.
- 14.04 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 supervisor and approved by the Fire Chief.

- 14.05 The Employer shall provide and maintain a heavy-duty washer and dryer for the purpose of laundering at all stations and shall also provide a heavy-duty extractor at all permanent stations.
- 14.06 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 15
SAFETY AND HEALTH

The provisions of this Article shall be in conjunction with, and not in addition to, the provisions of the Supervisory Bargaining Unit Agreement

- 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 Sections 112.181, 112.1815, 112.1816, Florida Statutes 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 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.

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

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 outside their regularly scheduled work hours. Shift employees shall be assigned to a schedule of 24 hours on duty followed by 48 hours off duty. Effective March 27, 2026, or as soon as practicable after completion ratification of this agreement by both parties, the FLSA work period shall be changed from a twenty-eight (28) to twenty-one (21) day work period. Shift employees shall be paid time-and-one-half for all hours worked outside of their regularly scheduled work hours. 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. Biweekly pay will be based on pay averaging. Until implementation of the 21-day work period, the biweekly average is $2704/26 = 104$ hours. Thereafter, the biweekly average will be $2496/26 = 96$ hours.
- 16.02 Until March 27, 2026, or as soon as practical after complete ratification of this Agreement by both parties, all FLSA 207(k) exempt shift employees will be granted a regularly scheduled unpaid day off known as a Kelly Day every fourteen (14) regularly scheduled shifts (every six (6) weeks). Thereafter, all FLSA 207(k) exempt shift employees shall be granted a regularly scheduled unpaid Kelly Day every seven (7) regularly scheduled shifts (every three weeks).

Prior to the implementation of the three-week Kelly Days, there shall be a Kelly Day selection process, utilizing the County's electronic scheduling software, whereby Kelly Days shall be selected based on classification seniority (total consecutive years or partial years of service in an employee's then-current classification). Thereafter, the same Kelly Days selection process will occur each October with new selections becoming effective

with the first work cycle beginning on or after January 1 of that calendar year. If an employee is moved from one position or shift to another, the employee must select from among the available Kelly Days for the new position or shift. Daily Kelly Day position slots will be determined by Department policy created and updated by mutual, written agreement between the Fire Chief and Union President. In the event that mutual agreement cannot be reached, the Fire Chief retains the management right to make a final determination.

In connection with the selection of any Kelly Day, if there is a tie in classification seniority, department seniority (since most recent date of hire) shall be used to break the tie. In the event a tie remains, earliest date of application for employment in the Fire Department shall prevail.

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 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 Fire Chief or designee may allow exceptions to this requirement for extraordinary circumstances at his discretion.
- 16.04 Non-shift employees assigned to a 37 ½ hour workweek may, with the approval of the Fire Chief or designee, flex their time within a workweek so long as the flex is completed in the same workweek and does not cause or result in overtime.

16.05 Department personnel will be responsible for general station maintenance, including but not limited to, cleaning, interior painting, grounds keeping, weeding, hedge trimming and basic sprinkler maintenance, but not mulching or other yard/lawn maintenance.

ARTICLE 17

STAFFING

- 17.01 The Employer will maintain what it determines to be a safe and effective number of personnel at each station and sub-station during each shift. The parties agree that having three firefighters on an engine would be preferable to having two firefighters on an engine. The Employer will consider this fact when setting staffing levels. The parties also agree that having two paramedics on each rescue is preferred over having one paramedic on a rescue. While the assignment of a Firefighter EMT in place of a second Firefighter Paramedic is permitted, such assignments will only be made on operational need. The Employer also agrees that no station will be reduced to under what it determines to be minimum staffing for more than eight (8) hours per shift with the exception of approved in house, on duty education and vacancies that occur at or after 2200 hours where the County determines it will not fill the vacancy.
- 17.02 The County will allow seven (7) employees off on approved leave per shift. Approved leave shall be defined as Annual Leave. The County will allow three (3) day-shift employees per Bureau (Training and Prevention) off per day. Any additional employee leave may be granted only with special approval of the Fire Chief. All leave shall be requested and scheduled via the County's electronic scheduling software.
- 17.03 The County shall maintain an electronic scheduling software.
- 17.04 Single role paramedics shall receive six (6) PT shifts per fiscal year. Non-shift, dual certified personnel shall receive ten (10) PT days per fiscal year. Non-shift personnel who are not dual certified shall receive ten (10) PT days per fiscal year. PT shifts/days are to be used in the same manner as annual leave. Unused PT days will not carry over from fiscal year to fiscal year and will not be paid out upon separation of employment.
- 17.05 A. The County will conduct a bid process to go into effect on March 27, 2026, or later, depending on the contract ratification date, for purposes of determining work locations for the term of the contract, for all promoted positions. Each classification of promoted employees shall bid separately. Promoted employees shall be allowed to bid for each seat

in their classification on each unit in operation as of the date the bid process begins so long as the employee is qualified to work in that seat. Classification qualifications will be determined by the Department. Bids shall be awarded by classification seniority (total consecutive years or partial years of service in an employee's then-current classification). In the event no qualified employee bids to work in a seat, the least senior qualified employee shall be assigned to the seat.

B. Seat assignment bids per 17.05 (A) shall be conducted every twelve (12) months. The initial bid will go into effect March 27, 2026, with the implementation of the three (3) week Kelly Day. The station bidding policy shall be created and updated by mutual written agreement between the Fire Chief and Union President. In the event that mutual agreement cannot be reached, the Fire Chief retains the management right to make a final determination.

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 Fire Chief. Should the Fire Chief 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 months of August and September. The Fire Chief, after consultation with the Union President may hold promotional examinations at another time should the need arise.
- 18.03 The Assistant Fire Chief of Training shall rank all of the candidates, and shall forward the entire list of ranked candidates to the Fire Chief. The rankings shall be determined based upon the point system formulated in this Article. In order to be eligible, a candidate for the rank of Driver/Engineer shall have at least three (3) years of service with the Department as a Paramedic Firefighter; a candidate for Rescue Sergeant shall have at least three (3) years of service with the Department as a Paramedic Firefighter and at least one (1) year as a protocolled and released Paramedic authorized to operate as such by the Medical Director, and a candidate for the rank of Lieutenant shall have at least three (3) years of service with the Department as a Driver/Engineer and/or Rescue Sergeant. The Fire Chief 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 Fire Chief shall have the authority to appoint an employee who is not on the promotional list that the Fire Chief 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 Fire Chief 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. All personnel to be

considered for promotion shall be a protocolled Paramedic authorized to operate as such by the Medical Director.

- 18.04 If a bargaining unit position vacancy exists in an Administrative/Training Captain or Lieutenant, the Fire Chief will appoint a candidate or approve a selection process to fill such a vacancy.
- 18.05 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.
- 18.06 Newly hired employees shall serve an initial probationary period of one year. Newly hired Firefighter/EMT employees who do not possess paramedic certification are required to attain the paramedic certification within the initial thirty-six (36) month probationary period and will serve an additional probationary period not to exceed twelve (12) months from the date of receiving paramedic certification. 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. Newly hired employees who do not possess Paramedic certifications shall only receive a cost-of-living adjustment if any and will NOT receive any available step increases until such time they are certified by the State of Florida as a Paramedic.
- 18.07 Employees who are promoted shall serve a promotion trial period of twelve 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.

18.08 Fire Inspectors who have at least three (3) years of experience in the Fire Prevention Bureau with Indian River County Emergency Services may be appointed and promoted to Lieutenant Fire Inspector, when a vacancy exists.

18.09 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

TOTAL MAXIMUM RAW SCORE

300 Points

A minimum raw score of 230 points will be required for placement on the promotion list.

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 an 70% (or greater) on the written exam will not be eligible to take the practical scenario test and will not be considered for promotion. At least 90 days prior to the exam, candidates will be provided a list of source materials from which the questions on the exam will be drawn.

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 Rescue Sergeant, the practical test will be comprised of two scenario- based situations (medical and trauma scenarios). 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 current SOPs/SOGs and policies, 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 an 80% (or greater) on any portion of the practical test will not be considered for the promotion.

Protest Procedure:

The proper procedure for protesting the written exam shall be announced prior to starting the exam and shall include the following: (a) Item not from the reading list; (b) No correct answer available; or (c) More than one correct answer.

All protests must be noted at the conclusion of the exam, which shall not be considered concluded until after the review. No candidates are to be involved in the discussions related to the resolution.

If a protest is determined to be valid, the affected item shall be removed from the test for all candidates. All protests shall be resolved by the Training Bureau within three (3) business days of the conclusion of the exam.

Candidates will be given one (1) chance to appeal the performance-based component of the promotional process. Candidates can appeal a procedural error or method error on the day of the performance-based component.

18.10 Once the raw scores (written and practical scenario test) are determined, the Assistant Fire Chief of Training will issue additional points based upon departmental service and education as outlined below. The Fire Chief reserves the right to interview the top three (3) candidates.

DEPARTMENTAL SERVICE (5 Points max)

Total years of service completed; credit is one-half (0.5) point per full year. Total years in rank completed; credit is one-half (0.5) point per full year. For promotion from Firefighter to Driver/Engineer or Rescue Sergeant, only total years of service points will be credited. For transfer from one of Driver/Engineer or Rescue Sergeant to the other, additional years in rank points of one-half (0.5) point will be credited for time in either rank. For promotion from Driver/Engineer or Rescue Sergeant to the rank of Lieutenant, additional years in rank points of one-half (0.5) points will be credited for time in Driver/Engineer and/or Rescue Sergeant rank. For promotion

from Lieutenant to Captain, additional years in rank points of one-half (0.5) point will be credited for time served as a Lieutenant. Maximum score for Service is five (5) points.

EDUCATIONAL POINTS FOR COLLEGE DEGREES (8 points max):

BS OR BA or greater department related, 8 additional points added to final grade.

AS OR AA department related, 4 additional points added to final grade.

Degrees shall be considered department related if eligible for the Firefighters Supplemental Compensation Program. This process to assess degrees will be outlined in Department Policy.

In the event there is still a tie based on final scores computed from the formula contained in this Article, the Assistant Fire Chief of Training will review the resumes of the tied employees to include the following factors: job performance evaluations, disciplinary actions, working out of classification, composition of applicants' college degrees, additional training courses, and certifications. The top three (3) candidates updated resumes will then be presented to the Fire Chief for consideration and to determine the promotion.

CERTIFICATIONS

An approved and accredited department related certification requires an examination or review to obtain. Certifications will be reviewed and either approved or rejected by the Assistant Fire Chief of Training.

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 Assistant Fire Chief of Training, including any course with a course number assigned by the State Fire Marshall that is at least 32 hours in length.

All employees shall have a folder created in their training file to maintain the documentation of each employee's education. The Assistant Fire Chief of Training shall review all education courses/certifications to be used for consideration. It is the responsibility of the employee to ensure that copies of all pertinent certificates are in the training file.

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 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 Supervisory Bargaining Unit 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. Shift exchanges must be completed by both parties within twelve (12) months of the initial exchange. Exchanges beyond twelve (12) months will be granted related to pregnancy or illness/injury. Other issues will be granted on a case-by-case basis at the discretion of the Fire Chief or designee.
- 19.03 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, with no additional pay added for the leave.

ARTICLE 20
SUBSTITUTE EMPLOYMENT

- 20.01 The Employer agrees not to use, assign or detail members of the bargaining unit as substitute employees to perform non-Emergency Services duties except where lives or property are in imminent danger.
- 20.02 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
WORKING OUT OF CLASSIFICATION

- 21.01 An employee required to work temporarily at a rank higher shall receive \$2.50 per hour for the period of time the employee actually works (excluding any periods of leave) worked out of classification. On-duty qualified employees whose name appears on the eligibility list (where they exist) for promotion to the next rank shall be chosen first to work out of classification. Employees having completed 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.
- 21.03 To continue to be qualified to work out of classification, employees must demonstrate proficiency on an annual basis, either through participation in the promotional process or completion of assigned training activities. Necessary training activities will be identified by the Assistant Fire Chief of Training and/or the Assistant Fire Chief of EMS.

ARTICLE 22

TRANSFERS

22.01 Employees may be allowed, at the discretion of the Fire Chief or designee, to transfer between combat, fire prevention, and administrative training, rank to rank, if a vacancy exists, provided the employee has the minimum qualifications for the position. In such a case, the employee shall be paid at the same pay step in the day shift pay plan commensurate with the position to which the employee has been transferred.

22.02 Bargaining unit employees may be transferred, at the discretion of the Fire Chief or designee, to any fire rescue position and/or shift within the Department. In such a case, the employee shall be paid at the same pay step in the applicable pay plan commensurate with the position to which the employee has been transferred.

ARTICLE 23
PERSONNEL REDUCTION

- 23.01 If a personnel reduction is necessary, the Employer shall determine the number of employees and jobs affected in the bargaining unit and retain employees on the basis of job qualifications, length of uninterrupted services as a full-time employee (seniority), and job performance. Other factors being equal in the Fire Chief's judgment, seniority, as defined above, shall prevail. Laid-off employees will be recalled within two (2) years of the employee's lay-off date before new employees are hired for future vacancies in the Fire Department, however, the laid-off employee must meet, as a minimum, the basic qualifications (i.e., Fire Standards Certification is current, EMT is active, Fire Inspector certification is current (if applicable), and/or Paramedic License is active) they held at the time of their separation. Recalled single-role employees will not be required to enter into an employment agreement to become dual certified if recalled within the two-year period.
- 23.02 Laid-off employees shall retain seniority in the Fire Department for a period of two (2) years after lay-off.
- 23.03 An employee shall lose seniority if the employee voluntarily quits or is discharged for cause, immediately upon the employee's last day in a work status. An employee shall be considered a voluntary quit if the employee is absent three (3) consecutive duty shifts without prior approval from, or notification to, the Fire Chief or designee.

ARTICLE 24
BEREAVEMENT LEAVE

- 24.01 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 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.
- 24.02 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.
- 24.03 Employees shall be required to provide documentation within 90 days supporting their request for bereavement leave.

ARTICLE 25

HOLIDAYS

25.01 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

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, which includes those off on a Kelly Day, 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 Fire Chief 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 Fire Chief. Employees falling under this paragraph are responsible for and will be required to submit a medical release note within two (2) shifts or work days of returning to work. Failure to do so will result in disciplinary action. Abuse of leave shall be defined as two occurrences in a 30-day period. For shift employees, each 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 May 25, 2015, medical leave may be accumulated for a total of no more than 1200 hours at the employee's anniversary date.

- B. For employees hired on or after the beginning of the first pay period after May 25, 2015, medical leave shall not exceed 600 hours 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 Fire Chief (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 Fire Chief prior to or as soon as possible after the time set for beginning the daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the department (Call Out) within the time limit established by the Fire Chief.
- B. Once an employee calls out on medical, such leave cannot be cancelled unless authorized by the Fire Chief of designee.
- C. Medical leave used adjacent to any other approved leave will not be authorized unless the employee submits medical certification within two (2) shifts of returning to work.
- D. Use of medical leave shall not be permitted after submission of an employee’s resignation (which shall not include retirement or entry into the DROP). A resignation submission date will act as a timestamp, all medical leave occurrences requested after the resignation date will be drawn from the employee’s annual

leave, unless approved by the Fire Chief or designee. If the employee has no annual leave available, and is not approved by the Fire Chief or designee for use of sick leave, the employee shall be placed in a no-pay status during any medical leave. The provisions of this subsection shall not apply to employees who submit their resignation in connection with entry into retirement, including entry into the DROP.

- E. Any request for scheduled medical leave authorized under Article 26.04 (B) shall be requested 72 hours in advance. Cancellation of scheduled medical leave must be submitted at least 24 hours in advance unless authorized by the Fire Chief or designee.

26.06 CHARGING LEAVE

- A. For shift employees, medical leave time shall be charged to the employee in 12-hour increments unless the employee has requested approval 72 hours in advance and received approval from the Fire Chief or designee to use less than 24 hours.
- B. For shift employees who have received approval for less than 12-hour increments, medical leave will be charged in not less than one (1) hour minimum period for time less than one (1) day.
- C. 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 to 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 May 25, 2015 and who have ten or more years of 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 300 hours, upon retirement or death.
- B. Employees hired prior to May 25, 2015 shall receive 100% of the base rate of pay for all unused medical leave, up to a maximum of 1200 hours, 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 Fire Chief 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 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 Fire Chief, after a request for approval of such paid disability has been made by the union president. The Fire Chief's approval shall not be unreasonably withheld.

26.12 Bargaining unit employees who, in the line of duty, incur an illness, injury, or condition that restricts the employee from being able to perform his or her regular duties and responsibilities may be reassigned to a light duty position within the Department so long as:

- (1) the employee's work restrictions permit such work; and
- (2) the Fire Chief determines such a position to be available within the Department.

Bargaining unit employees shall not be entitled to light or restricted duty for non-duty related illness, injury, or condition (not including pregnancy), except as required by law.

26.13 Bargaining unit employees shall be eligible for Family and Medical Leave, 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 27

INSURANCE BENEFITS

- 27.01 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.
- 27.02 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.
- 27.03 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 28
ANNUAL LEAVE

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

1. 132 hours vacation for shift employees and 75 hours 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. 192 hours vacation for shift employees and 112.5 hours 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 shall earn an additional day of vacation up to a maximum of 252 hours per year based on the calculations below

CONTINUOUS EMPLOYMENT	ANNUAL HOURS EARNED	
	SHIFT	NON-SHIFT
11 YEARS	204	136
12 YEARS	216	143.5
13 YEARS	228	151
14 YEARS	240	158.5
15 YEARS	252	166

28.02 For employees hired prior to May 25, 2015, 504 hours may be carried over from year to year; and for employees hired on or after May 25, 2015, 360 hours may be carried over from year to year; however, an employee shall not be allowed more than 360 hours 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 which shall be scheduled via the County's electronic scheduling software, during the seniority months (November, for January, February, and March; February for April, May, and June; May for July, August, and September; August for October, November, and December). 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 Fire Chief, or designee, in his sole discretion. The Fire Chief'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 via the County's electronic scheduling software shall continue to be required to use a minimum of one shift of annual leave. Annual leave approved outside the Seniority Month selection process (on a first come, first served basis) may be cancelled with at least twenty-four (24) hours' notice to the County.
- 28.05 Non-shift employees shall be allowed to utilize leave in one (1) hour increments.
- 28.06 In circumstances where the leave book is full and a request for annual leave falls outside the standard one-shift submission window, employees experiencing a genuine hardship

may request a Hardship Leave. This provision is intended to support members facing extraordinary personal situations that do not qualify for sick leave but require immediate time off. Hardship Leave requests will be considered on a case-by-case basis. Employees must give a description of the hardship. Approval is at the discretion of the Fire Chief or designee, and hardship hours will be taken from the employee's available annual leave hours.

ARTICLE 29
LEAVE OF ABSENCE WITHOUT PAY

- 29.01 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.
- 29.02 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.
- 29.03 Failure to return to work at the expiration of the approved leave shall be considered as a resignation.
- 29.04 No medical leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.
- 29.05 Leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
- 29.06 Fringe benefits can be continued at the expense of the employee on any leave of absence over thirty (30) days.

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 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 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 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 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.

- G. 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.
- H. In the event a holiday occurs during the period of an employee's jury duty, he or she shall receive pay for the holiday.
- I. 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
SCHEDULING

31.01 DISTRIBUTION OF ADDITIONAL HOURS

All additional scheduling 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 eligibility list or graphical presentation posted daily in real time by the supervisor in charge as a guide for such distribution. In compiling the posted eligibility list, the following conditions will be adhered to:

- A. All assigned additional hours worked by the employee will be placed on the eligibility list.
- B. When an employee enters a new classification, the employee will be placed on the eligibility list at the top of the list for the classification.
- C. If an employee is on approved leave, other than a Kelly Day, they will be offered hours. Employees on approved leave are not subject to mandatory assignments. For distribution of additional hours 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.
- D. 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 do so, except as covered in (C) above, will be cause for disciplinary action, including termination of employment.

31.02 PROPER FILLING OF AND DISTRIBUTION OF ADDITIONAL HOURS

- A. All distribution of additional hours will be in accordance with Departmental policy. Such policy will be created and updated for operational need by the Administration. In the event that mutual agreement cannot be reached, the Fire Chief retains the management right to make a final determination.
- B. The Fire Chief 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 assignments of (4) four hours or more pursuant to this subsection (D) shall be considered an occurrence of mandatory coverage and the affected employee shall be placed at the bottom of the eligibility list. If an employee on mandatory assignment finds a coverage approved by the shift command, then both employees will move to the bottom of the list.

31.03 CALL-OUT AND PREARRANGED SCHEDULING

- 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 Fire Chief or authorized representative; or
 - 2. Prearranged coverage 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 for 24-hour shift employees and 2 hours for day shift assigned employees (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.

31.04 DISTRIBUTION OF FIRE PREVENTION ADDITIONAL HOURS

All distribution of additional hours will be in accordance with Departmental Policy. Such policy will be created and updated for operational need by administration. In the event that mutual agreement cannot be reached, the Fire Chief retains the management right to make a final determination.

ARTICLE 32
MILEAGE ALLOWANCE

- 32.01 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.
- 32.02 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 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 A. Bargaining unit employees who have completed a total of eighty (80) hours in courses approved by the Fire Chief or 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 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.
- 33.03 The incentives offered in this article (from 33.01 through 33.14) shall be available only for employees who have qualified for the particular incentives.
- 33.04 The Fire Chief or designee with the recommendation of the Assistant Fire Chief of Training will have sole discretion on filling positions for special operations incentive, but must comply with the collective bargaining agreement. The filling of these spots will be determined by the minimum standards associated within each discipline and the availability of rank in each discipline. The employee shall continue to receive the incentive until such time as the employee is no longer qualified for the slot, e.g., the employee promotes to a different rank where no slot is available or loses/drops a required certification, except that the County may remove an incentive for cause. The highest rank which may occupy a slot for special operations is Lieutenant. The Training Bureau with approval of the Fire Chief will establish criteria for sections 33.04 through 33.09.

- 33.05 An employee who is qualified and certified as a Paramedic may assume the duties of the E.M.S. Field Training Officer and shall receive a pay increase of eighty dollars (\$80.00) bi-weekly. There will be a maximum of twelve (12) E.M.S. Field Training Officers in the department.
- 33.06 Four (4) Special Operations F.T.O.s per shift, total of 12 slots, shall receive eighty dollars (\$80.00) 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.
- 33.07 Forty-two (42) Special Operations (Technician Level) per shift consisting of 13 Technical Rescue with a breakdown of 3 Lieutenant, 3 Engineer and 2 Rescue Sergeant, 5 Fire Medics, 5 ARFF personnel per shift (2 Lieutenants, and 3 OOR Engineers or Engineers, 12 Haz Mat per shift (2 Lieutenants, 2 Engineers, 2 Rescue Sergeants, and 6 Fire Medics), 12 Rescue Diver per a shift (2 Lieutenants, 2 Engineers and 3 Rescue Sergeants, 5 Fire Medics) for a total of 126 slots, shall receive forty-five dollars (\$45.00) biweekly, so long as they maintain their certifications or are removed in accordance with Section 33.04 above. Additionally, Special Operations will add a second-tier group, which shall be expanded to include up to thirty (30) qualified members who are not currently receiving team pay. These members shall be eligible to receive a bi-weekly incentive of thirty-five (\$35.00). To qualify, members must successfully complete the discipline-specific task book and be capable of temporarily filling a Special Operations vacancy as needed. An employee shall only be eligible for two incentives pursuant to this Section 33.07.
- 33.08 Non-shift employees shall be eligible for two (2) pay increases of thirty-five dollars (\$35.00) biweekly (maximum of six individuals per division) 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

Fire and Life Safety Educator
Live Fire Training Instructor
Youth Fire Setting Intervention/Program Manager
NFPA Certified Fire Plan Examiner I or NFA Plan Review for Inspectors
State of Florida Fire Inspector III
State of Florida Fire Code Administrator

- 33.09 An employee who is qualified and holds a certification in MSA G1 Tech will receive (\$25.00) biweekly with a max of 6 spots. This is an incentive in addition to the incentives in section 33.07.
- 33.10 An employee that is qualified to be on The Honor Guard will receive (\$25.00) biweekly with a max of 10 spots. This is an incentive in addition to the incentives in section 33.07.
- 33.11 All bargaining unit employees who are both certified paramedics and protocolled by the Medical Director shall receive a \$6,500 annual paramedic incentive for 2025-26 and \$7,000 for 2026-2027 beginning with the first full pay period following October 1st of each year. The paramedic incentives shall be paid biweekly. Bargaining unit employees who are no longer protocolled by the Medical Director will lose their paramedic incentive effective the beginning of the pay period following the loss of protocolled status. Bargaining unit employees who lose their paramedic certification will be given thirty (30) calendar days in an unpaid status to obtain their paramedic certification. Failure to attain recertification as a paramedic will result in dismissal from employment. Current bargaining unit members, hired before 2005, who only hold an active EMT license and are employed in a non-medic capacity as an EMT are exempt but must retain their active EMT license.
- 33.12 An employee holding the Rank of Rescue Sergeant shall have his or her base pay increased by \$2.00 per hour for all hours worked in that position. The \$2.00 increase will not be paid when a Rescue Sergeant works in a position or rank other than Rescue Sergeant.
- 33.13 The County shall make available up to \$30,000 per fiscal year (in conjunction with the Supervisory Unit Agreement and not in addition to) for the purpose of reimbursing

employees for tuition expenses. Reimbursements shall be evaluated and approved based on the criteria below on a first come, first serve basis. Only the cost paid for tuition based on the grade criteria below will be eligible for reimbursement. The courses for eligibility MUST be assigned a course number by the State Fire Marshal or be related to the program of fire or EMS related services. Elective courses and general education courses are not eligible. The County shall also offer tuition reimbursement for employees who successfully complete a paramedic program and attain Florida Paramedic certification after ratification of this Agreement in an amount up to \$5,000.00 of tuition reimbursement per employee up to a maximum of \$45,000 per fiscal year. There is no reimbursement for costs beyond tuition, including but not limited to uniform costs, lab fees, or other non-tuition expenses.

- A. The employees must first receive written approval prior to taking the course.
- B. Must execute a payback agreement with the County.
 - I. If the employee voluntarily leaves employment for reasons other than retirement or disability within five (5) years, they will be required to repay the cost of reimbursement on a prorated basis for each year of service not completed (20% per year).

Reimbursement will follow the below schedule:

- "A" - 90% Reimbursement
- "B" - 75% Reimbursement
- "C" - 50% Reimbursement

No reimbursement will be offered for grades lower than a "C". The official grade-reporting document for each class must be provided for reimbursement consideration.

ARTICLE 34
SALARIES

- 34.1 New hires who possess only firefighter certification and do not possess paramedic certification will be hired in at \$2,000.00 below the entry level for dual certified positions and will be required to become dual certified within 36 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 2025-26, effective the first full pay period in October 2025, all bargaining unit employees will receive a general wage increase of four (4%) except single certified probationary employees whose pay shall be adjusted to remain at \$2,000.00 below the entry level for dual certified position. The general wage increase will adjust the minimum, maximum and corresponding steps of the respective pay plan.
 - B. For Fiscal Year 2026-27, effective the first full pay period in October 2026, all bargaining unit employees shall receive a four (4%) general wage increase except single certified probationary employees whose pay shall be adjusted to remain at \$2,000.00 below the entry level for the dual certified position. The general wage increase will adjust the minimum, maximum and corresponding steps of the respective pay plan
 - C. The County and the Union currently use a 14 step pay plan that provides for movement within the designated classification.
 - D. Effective the first full pay period of April 2026 and April 2027 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. New hire employees, who have not attained paramedic certification as of the first full pay period in April 2026 and April 2027 respectively, will not advance to the next step of their respective pay plan until paramedic

certification is attained (not to exceed 24 months from date of hire). 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.

- E. Step moves, cost-of-living increases, general wage increases, pay scale adjustments or lump sum payments, if any, after September 30, 2027 shall be established through collective bargaining for a successor Agreement.
- F. 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 34.2 C and D.
- G. Effective with the first payroll period beginning on or after October 1, 2022, there shall be implemented a Career Performance Incentive Program as follows:
 - 1. Employees who have completed fifteen (15) to twenty-four (24) years of continuous, uninterrupted service with the County shall receive \$1,500 annual payable biweekly. The incentive will begin effective with the first full pay period following attainment of the service requirement.
 - 2. Employees who have completed twenty-five (25) or more years of continuous, uninterrupted service with the County shall receive \$3,000 annual payable biweekly. The incentive will begin effective with the first full pay period following attainment of the service requirement.
- I. Beginning the first pay period in October 2025, dual certified employees who work a non-shift position shall be paid an annual incentive of \$2,500 to be paid biweekly.

ARTICLE 35
EQUAL EMPLOYMENT POLICIES

- 35.01 It is the continuing policy of the District to promote the concepts of equal opportunity for all of its employees and applicants for employment.
- 35.02 The District will continue to recruit, hire, train, and promote on merit principles, persons in all job classifications without regard to race, color, religion, sex or national origin, except where sex is a bona fide occupational qualification.
- 35.03 Decisions on employment will be based on the principles of equal employment opportunity.
- 35.04 All personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, sponsored training, education, social and recreational programs, will be administered without regard to race, color, religion, sex or national origin.

ARTICLE 36
DURATION AND RENEWAL

36.01 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.

36.02 This Agreement shall be in full force and effect from the beginning of the first full pay period on or after October 1, 2025, or the date of ratification by both parties, whichever is later, and shall remain in effect until September 30, 2027.

If the parties do not reach agreement by contract expiration, the existing terms and conditions shall continue, unless otherwise specified, until a new Agreement is reached or the impasse is resolved.

36.03 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 firefighting/EMS activities.

36.04 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.

SIGNATURE PAGE

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

INDIAN RIVER COUNTY
EMERGENCY SERVICES

President, Christen Brewer
Negotiating Committee Member

Chairman, Joseph E. Flescher
Board of County Commissioners

Negotiating Committee Member

John A. Titkanich, Jr.,
County Administrator

Negotiating Committee Member

Witness

Negotiating Committee Member

Negotiating Committee Member

DATE _____

DATE _____

Ratified by the Union on the
___ day of _____, 2025

Confirmed by:

Christen Brewer
President