



AGREEMENT

BETWEEN MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND MARTIN COUNTY FIREFIGHTERS ASSOCIATION
LOCAL 2959, IAFF

AFL-CIO-CLC

October 1, 2023 – September 30, 2026



TA Management gnv 06/13/2023

TA Union CD 6-13-23

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RECOGNITION

Section A.—The Employer hereby recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, benefits, and other terms and conditions of employment for such Firefighter EMTs, Driver Engineers, Firefighter Paramedics, ~~Rescue~~ Lieutenants, Fire Mechanics, Shop Foreman, Lieutenants, Captains, EMS Captains, ~~Training Captains~~ and Battalion Chiefs employed by Martin County as designated in the Public Employees Relation commission “VERIFICATION OF ELECTION RESULTS AND CERTIFICATION OF EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE” Case No. RC-85-042, which was filed on January 27, 1985 and amended with Case No. UC-90-042, Order No. 91E-200 issued August 8, 1991 and amended again with Case No. UC-2000-037, Order No. OIE-061, Issued March 6, 2001.

Section B.—It is further understood and agreed that neither party has been induced to enter into this Agreement by any representation or promises made by the other ~~which has~~ are not expressly set forth herein and that this document correctly sets forth the effect of all preliminary negotiations, understandings, and agreements and supersedes any previous agreements, whether written or verbal. This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed, or amended in any respect except ~~only~~ mutual agreement set forth in writing and signed by both parties.

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ARTICLE 01. GENERAL

SECTION 01.01 PREAMBLE

This Agreement is entered into by and between MARTIN COUNTY, a political subdivision of the State of Florida, ("County") hereinafter referred to as the County, and the MARTIN COUNTY FIREFIGHTERS ASSOCIATION, LOCAL 2959, IAFF, AFL-CIO-CLC ("Union"), hereinafter referred to as the Union.

SECTION 01.02 PURPOSE

~~Section 2. It is the~~ The purpose of this Agreement is to achieve and maintain harmonious relations between the County and the Union, to provide equitable and peaceful adjustment of grievances, which may arise, and to establish fair standards of wages, hours, other terms and conditions of employment.

SECTION 01.03 DURATION OF AGREEMENT

Unless otherwise specified herein, the provisions of this Agreement shall be effective October 1, 2023, and shall continue and remain in effect until September 30, 2026.

This Agreement shall be automatically renewed for an additional term of one (1) year unless either party gives notice to the other party, at least ninety (90) days prior to the termination date, of its desire to terminate, renegotiate, or amend this Agreement. Such notice shall be in writing and sent by certified mail. A notice of desire to renegotiate or amend shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless, before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the parties proposing amendment.

SECTION 01.04 SEVERABILITY

In the event that any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. If such action occurs, the Union and the County shall meet within fifteen (15) working business days to agree upon a replacement Article(s).

SECTION 01.05 HEADINGS

The paragraph headings are inserted for convenience and reference only. The headings in no way define, limit or otherwise impact the scope or intent of any provisions in this Agreement.

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ARTICLE 02. CORRESPONDENCE

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Section 1. — Unless otherwise specifically provided in this Agreement, correspondence from the Union to the County shall be directed to the County Administrator with a copy to the Fire Chief or designee, and correspondence from the County to the Union shall be directed to the Union President. Correspondence, which provides notice concerning any matter related to this Agreement, shall be directed to the County Administrator with a copy to the Fire Chief or designee.

Section 2. — The County Administrator or Fire Chief or his/her designee shall answer any written correspondence from the Union President or his/her designee within ~~ten~~ ⁽¹⁰⁾ ~~twenty~~ ⁽⁵⁾ business days after receiving the correspondence. The Union President or his/her designee shall respond within ~~five~~ ⁽⁵⁾ ~~ten~~ ⁽¹⁰⁾ ~~twenty~~ ⁽²⁰⁾ business days of receiving correspondence from the County Administrator or Fire Chief or his/her designee. The scope of the correspondence between the parties shall be limited to matters related to this Agreement.

Section 3. — The County will notify the Union President or his/her designee within five (5) working business days of any change in any bargaining unit employee's wages, hours, and any other terms or conditions of employment, disciplinary action and/or employee investigation(s).

ARTICLE 03. MISCELLANEOUS

SECTION 03.01 DEFINITIONS

Unless otherwise stated in this Agreement, references to the following terms or phrases will mean the following:

- (a) Days shall mean calendar days.
- (b) Business days shall mean Monday through Friday, ~~excluding County recognized holidays inclusively.~~
- (c) Department shall mean the Fire Rescue Department within the Martin County Board of County Commissioners
- (d) The Fire Chief shall include the Fire Rescue Chief as well as any designee or representative appointed or identified by the Fire Chief
- (e) The Union President shall include the Union President as well as any designee or representative appointed or identified by the Union.
- (f) The County Administrator shall include any designee or representative appointed or identified by the County Administrator.
- (g) Shift employee's workweek shall be forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) continuous hours off duty with a Kelly Day to cycle once every seven (7) shifts. The standard ~~twenty-four (24) hour shift schedule shall remain in effect for Platoons A, B, C.~~
- (h) Non-shift employees' workweek shall be forty (40) hours a week
- (i) Seniority shall mean continuous (uninterrupted) paid service with the Department in a position recognized under this Agreement.
- (j) Protocoled Paramedic refers to any employee who has completed all necessary steps in the paramedic training process, promoted to, and functions as a Firefighter Paramedic for the Department.

SECTION 03.02 JOB DESCRIPTIONS AND DUTIES

The County agrees that it will not change the contents of existing job classifications without prior consultation with the Union. The Union expressly recognizes, however, that the job classifications are subject to change at the County Administrator and/or Fire Chief's sole discretion with notification via phone or e-mail to the Union President ten (10) ~~working-business~~ days prior to the effective date of the change(s).

SECTION 03.03 ADMINISTRATION FILL IN

Nothing contained in this Agreement shall prevent supervisors not in the bargaining unit from performing the same or similar work as bargaining unit employees on a temporary basis such as in an emergency, workload buildup, staffing problems, employee training, etc.

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ARTICLE 04. COUNTY AND DEPARTMENTAL

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SECTION 04.01 COUNTY RULES

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The County shall continue to have the exclusive right to establish, adopt, change, amend, withdraw, and enforce reasonable County and/or departmental rules and regulations not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, standards and rules of conduct, and work rules. The Fire Rescue Chief agrees to consult with the Labor Management Committee on work rule(s) changes prior to implementation.

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SECTION 04.02 NEW RULES

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Section 2. In the event that a new or amended rule is contemplated, the Fire Rescue Chief will provide at least ten (10) days written certified notice of such rule change to the President of the Union President for the purpose of determining whether an impact exists for which the Union wishes to bargain. Because time may be of the essence, if a bargainable impact exists, the Union shall identify such impact within ten (10) days of receipt of notice. The Union must specify reasons as to how the new rule or revised rule impacts on wages, hours, terms, and conditions of employment. If the Union establishes that impact exists, the parties shall immediately begin to negotiate over the impact.

SECTION 04.03 GROUNDS FOR DISCIPLINE

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Section 3. Grounds for discipline and discharge are found in departmental rules and regulations, Standard Operating Procedures, the County's Human Resources Manual, the County's Disciplinary Code (Appendix A.D), and in specific provisions of this Agreement.

ARTICLE 05. MANAGEMENT RIGHTS

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SECTION 05.01 GENERAL

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~~Section 1. General~~—All rights of management, which are not limited by the provisions of this Agreement, are retained by the County.

SECTION 05.02 ENUMERATION OF RIGHTS

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~~Section 2. Enumeration of Rights~~—The management of the Fire Rescue Department and the direction of the work force of the Department, including but not limited to: the right to plan, direct, and control all the operations or services to be performed in or at any facility or by employees of the Department; to schedule the working hours in a manner not in conflict with the provisions of this Agreement; to hire, promote, transfer, lay off and recall; ~~to allow or deny rescission of resignations prior to separation of employment~~; to suspend, discipline, demote or discharge for just cause; to make and enforce work standards; to make and enforce reasonable rules and regulations of employee conduct and performance; to determine the content of job classifications; to introduce new and improved methods, ~~including incentive compensation plans to prospective new hires~~, materials, equipment, or facilities; and to determine the chain of command, are all the exclusive functions of Management.

SECTION 05.03 LIMITATION

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~~Section 3. Limitation~~—The exercise of any of the rights enumerated in this Article shall not conflict with and must be consistent with other provisions of this Agreement

ARTICLE 06. EMPLOYEE RIGHTS

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SECTION 06.01 DISCIPLINARY MATERIALS

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Section 1. All disciplinary materials or materials critical of an employee's job performance shall be reviewed and signed by the employee before such material is placed into the employee's personnel file. If the employee refuses to sign, such refusal will be witnessed by a Union Representative. The material(s) will be placed in the employee's file if he/she/they signs or refuses to sign. Employees shall also receive copies of all disciplinary materials or materials critical of job performance that are placed in an employee's file.

SECTION 06.02 UNION SOLICITATION

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Section 2. At any time after the two (2) year period following a written warning or other written disciplinary action being placed in an employee's personnel file, the Fire Rescue Chief or his/her designee shall, at the employee's request, review that particular disciplinary action with the employee. If the Fire Rescue Chief or his/her designee feels after that discussion that the element of the employee's performance, which was the subject of the disciplinary action, has been corrected, a memorandum to that effect shall be placed in that employee's file. This provision shall not prevent the County from disciplining employees for any legitimate reason at any time.

Section 32. The Union, its members, agents or representatives, or any person acting on their behalf, are hereby prohibited from soliciting employees during working hours and distributing literature to employees during working hours in the workplace. This section shall not be construed to prohibit members discussing union business informally among themselves, so long as these discussions do not interrupt, delay or otherwise interfere with the effective and proper service of the Department. In addition, these informal discussions shall, when possible, take place during off duty hours.

SECTION 06.03 UNION MEMBERSHIP

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Section 3. Employees covered by this Agreement shall have the right to join or not to join the Union. Upon request, any employee or group of employees shall have the right to have a Union official, or his/her designee, present at any meeting between that employee or group of employees and supervisory personnel which might result in disciplinary action or at any meeting at which discipline is to be announced.

ARTICLE 07. UNION BUSINESS

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SECTION 07.01 TIME POOL

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~~Section 1.~~—The Union may be permitted time while on duty to conduct union business (grievance hearings, contract negotiations, etc.) at the discretion of the Fire ~~Rescue~~ Chief ~~or his/her designee~~ so long as the ~~union~~ Union business does not incur overtime, unless approved by the Fire ~~Rescue~~ Chief, ~~or his/her designee~~ and does not interfere with the operations of the ~~Fire~~ Department.

SECTION 07.02 SPECIAL DETAIL

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~~Section 2. Special Detail~~—The County recognizes the value of constructive labor/management relations and further recognizes that Union leadership is routinely called upon to assist and participate in County functions of an administrative nature. The County agrees to provide shift coverage as needed, on a ~~case-by-case~~ ~~case-by-case~~ basis, for Union personnel engaged in work that benefits the Department, and/or the Community. Coverage for work done solely for the benefit of the Union shall not be eligible. The Fire ~~Rescue~~ Chief ~~or his/her designee~~ shall make the final determination as to whether a request for coverage meets these criteria.

SECTION 07.03 UNION ACTIVITY

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Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union, while off duty, to present the views of the Union to the citizens on issues, ~~which that~~ affect the welfare of its members, as long as they are clearly presented views of the Union and not necessarily of the County ~~or Department~~.

SECTION 07.04 BULLETIN BOARDS

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The County shall furnish at each fire station space for a bulletin board for the purpose of posting union notices. The space shall be at least ~~twenty-four~~ (24) inches wide by ~~thirty-six~~ (36) inches long. All notices posted on these bulletin boards shall be ~~signed and dated~~ approved by the Union President ~~or his/her designee~~. Notices signed and dated by the Union President ~~or his/her designee~~ shall not contain anything reflecting ~~in~~ an untrue or derogatory manner on the County or any of its officers. The Union President ~~or his/her designee~~ shall check all bulletin boards at reasonable intervals to ensure that no unauthorized materials have been posted ~~on the bulletin boards~~. Upon seeing such unauthorized materials, or ~~upon~~ receiving notice that such materials have been posted on a union bulletin board, the Union President shall cause such unauthorized postings to be immediately removed from the bulletin board.

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~~Article 03~~ ARTICLE 08. **ARTICLE 3 4 — DUES CHECK-OFF AUTHORIZATION**

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SECTION 08.01 PAYROLL DEDUCTION

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~~Section 1.~~ — Employees who wish to join the Union and have their dues and assessments deducted through the payroll system may authorize the County to make such deductions by signing the Union's "Dues Check Off Authorization" "Professional Firefighters and Paramedics of Martin County Application for Membership" form. This authorization shall remain in effect until such time as the County and the Union have received written notice of revocation of this authorization from the employee of the desire to withdraw the employee's contributions within 30 days in accordance with Florida Statutes Section 447.303 has received written notice of revocation of this authorization from the employee.

SECTION 08.02 HOLD HARMELSS AGREEMENT

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~~Section 2.~~ — The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgements brought or issued against the County as a result of any action taken by the County under the provisions of this Article.

ARTICLE 09. LABOR MANAGEMENT

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The County and the Union recognize the importance of good labor-management relations. There shall be a Labor Management Committee in this Agreement, which shall consist of at ~~at least~~ (6) members. Three (3) members shall be appointed by the Union and three (3) members shall be appointed by the Fire ~~Rescue~~ Chief ~~or his/her designee~~. The Committee shall be used wherever it is specified in this Agreement, but subjects discussed by the Labor Management Committee will not be limited to only those specified in this Agreement. The Committee shall not engage in collective bargaining or the resolution of grievances.

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The Labor Management Committee shall meet at least one (1) time per month unless it is determined by the Committee that more meetings will aid ~~the labor-management~~ relations and progress. The meeting time and location shall be mutually agreeable to both parties. The County will cover the employee for any on-duty time off necessary, whenever possible, to attend meetings.

TA Management

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TA Union

SN 6-13-23

ARTICLE 10. SENIORITY

SECTION 10.01 SENIORITY LIST

~~Section 1. The County shall maintain a Fire Rescue Department Seniority List, which shall be updated annually or as requested, and it shall be brought up-to-date each year and posted on all fire station bulletin boards for a period of not less than at least thirty (30) days, and emailed a copy mailed, certified, to the Union President of the Local Union 2959. Any objection to the Seniority List as posted shall be promptly reported by the individual employee. Fire Rescue Department seniority will commence begin from the first day of full-time employment on a full-time basis as a probationary employee, as recognized by this Agreement.~~

~~Section 2. In the event of more than one employee being hired simultaneously, or an employee transfer/transferrings from another County department, the order of seniority will be determined by the Human Resources Division's stamped date shown on their employment applications. An employee who transfers from another department in the County will be listed on the Fire Rescue Department Seniority List effective on the date of the transfer.~~

SECTION 10.02 CONTINUOUS SERVICE

~~Section 3. Unless otherwise stated in a specific provision of this Agreement, the terms "seniority" or "length of service" (wherever utilized in this Agreement) shall mean continuous (uninterrupted) paid service with the Martin County Fire Rescue Department in a position recognized under this Agreement. Continuous and (uninterrupted) paid service shall also be required wherever a provision of this Agreement requires an that the employee to have completed a specific period of service in order to qualify hereunder. Exceptions to this Section exists when an employee is returning from a Layoff as outlined in Article 11.8 or utilizing any type of Leave time as outlined in Article 18.~~

~~SECTION 4. ONLY EMPLOYEES WHO HAVE SATISFACTORILY COMPLETED SAID PROBATIONARY PERIOD PURSUANT TO ARTICLE 13 SHALL BE KNOWN AS REGULAR EMPLOYEES, AND THE PROBATIONARY PERIOD SHALL BE CREDITED AS PART OF THE EMPLOYEE'S SENIORITY.~~

~~SECTION 5. AFFECTED EMPLOYEES BARGAINING UNIT MEMBERS SHALL BE CREDITED FOR SENIORITY BASED ON THEIR TOTAL YEARS OF SERVICE AS OUTLINED IN EMPLOYEES WITH BREAKS IN SERVICE LOCATED AT FIRE RESCUE HEADQUARTERS ON FILE.~~

SECTION 10.03 KELLY DAYS AND HOLIDAY PICKS

~~Section 6. The procedure for filling permanent station assignments will utilize an "Officer vs Non-officer" format. "Officer vs Non-Officer" seniority shall only count for the purpose of offering permanent station assignments. Kelly Day selections and 8 of the Holiday vacation picks will be based on the LAFF~~

seniority list. For the ranks of Firefighter/EMT and Firefighter/Paramedic, permanent station assignments will be offered based on their IAFF Seniority date. For the ranks of Captain, EMS Captain, and Battalion Chief permanent station assignments will be offered based on their "Time in Grade" or "Time since promoted". Kelly Days and holiday picks will be based off seniority as referenced in the Operational Standards. Changes to the issuance of Kelly days and seniority-based holiday picks will be mutually agreed upon in Labor Management.

Section 7. — Any member who accepts a permanent station assignment will be ineligible to place a bid into a new station assignment for 6 two (2) yearmonths. On September 30th, 2020 there will be a "snapshot" of personnel that have permanent station assignments. Any new vacancies that occur on or after October 1st, 2020 will abide by the language of this article. Any tie breakers will reference the IAFF Seniority list and award the vacancy to the employee with the most seniority.

Section 8. — For Haz-Mat and Special Operations stations, vacancies will be filled with preference given to those members who hold the certifications and requirements listed in Article 27 "Special Operations".

ARTICLE 11. PERSONNEL REDUCTIONS AND RECALL

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SECTION 11.01 PERSONNEL REDUCTIONS

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Section 1.—In the case of a reduction of personnel within the bargaining unit, the employee whose continuous uninterrupted service with the Fire-Rescue Department with the least seniority shall be laid off first.

Section 2.—The names of employees laid off from the bargaining unit will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered recall in the order of greatest seniority if vacancies occur in their job classifications or job classification(s) the employee is eligible to fill. A laid off employee will be notified by telephone and/or by a certified return receipt letter or email sent to his/her/their last known address on record of the County to return to work. The employee he/she must notify the County within two (2) days of his/her/their intentions to comply or accept and must report to work within ten (10) days of such notification or he/she/they shall cease to have the rights based on seniority and shall be terminated.

For purposes of leave accrual, recalled employees will be returned to the same accrual rate which they had achieved as of the date of layoff. Recalled employees will be returned at the same pay step as previously received when returned to work. Employees recalled within one (1) year following the layoff date, will have accrued leave credits restored. However, no seniority, leave time or other benefits shall accrue during the period of layoff except time toward Retirement as the FRS allows at the County's expense. Recalled employees will also have previous classification and service seniority restored as it was prior to layoff. A recalled employee will have his/her/their classification date for purposes of annual evaluation adjusted by the number of weeks on layoff.

SECTION 11.02 LEAVE PAYOUT

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Section 3.—A laid-off employee shall be paid for all vacation leave credits for which the employee is eligible and may elect to be paid for accrued sick leave time as outlined in Article 18-20 Sick Leave. In the event an employee was not paid out for accrued sick leave and is reinstated within one (1) year, the balance of the accrued sick leave at the time of layoff will be restored.

~~Article 04.~~ **ARTICLE 9 – SENIORITY**

Moved to article 10. Seniority

~~**Section 1.** — The County shall maintain a Fire Rescue Seniority List and it shall be brought up-to-date each year and posted on all fire station bulletin boards for a period of not less than thirty (30) days, and emailed a copy mailed, certified, to the President of the Local Union 2959. Any objection to the Seniority List as posted shall be promptly reported by the individual employee. Fire Rescue Department seniority will commence from the first day of employment on a full-time basis as a probationary employee as recognized by this Agreement.~~

~~**Section 2.** — In the event of more than one employee being hired simultaneously, the order of seniority will be determined by the Human Resources Division's stamped date shown on their employment applications. An employee who transfers from another department in the County will be listed on the Fire Rescue Department Seniority List effective on the date of the transfer.~~

~~**Section 3.** — Unless otherwise stated in a specific provision of this Agreement, the terms "seniority" or "length of service" (wherever utilized in this Agreement) shall mean continuous (uninterrupted) paid service with the Martin County Fire Rescue Department in a position recognized under this Agreement. Continuous (uninterrupted) paid service shall also be required wherever a provision of this Agreement requires that the employee have completed a specific period of service in order to qualify hereunder. Exceptions to this Section exists when an employee is returning from a layoff as outlined in Article 8 or utilizing any type of Leave as outlined in Article 18.~~

~~**Section 4.** — Only employees who have satisfactorily completed said probationary period pursuant to Article 12 shall be known as regular employees, and the probationary period shall be credited as part of the employee's seniority.~~

~~**Section 5.** — Affected employees regaining unit members shall be credited for Seniority based on their total years of service as outlined in Employees with breaks in service located at Fire Rescue Headquarters on file.~~

~~**Section 6.** — The procedure for filling permanent station assignments will utilize an "Officer vs Non-officer" format. "Officer vs Non-Officer" seniority shall only count for the purpose of offering permanent station assignments. K-9, Day selections and 8 of the Holiday vacation picks will be based on the IAFF seniority list. For the ranks of Firefighter/EMT and Firefighter/Paramedic, permanent station assignments will be offered based on their IAFF Seniority date. For the ranks of Captain, EMS Captain, and Battalion Chief permanent station assignments will be offered based on their "Time in Grade" or "Time since promoted".~~

~~**Section 7.** — Any member who accepts a permanent station assignment will be ineligible to place a bid into a new station assignment for 6 two (2) year months. On September 30th, 2020 there will be a "snapshot" of personnel that have permanent station assignments. Any new vacancies that occur on or after October 1st, 2020 will abide by the language of this article. Any tie breakers will reference the IAFF Seniority list and award the vacancy to the employee with the most seniority.~~

Section 8. — For Haz-Mat and Special Operations stations, vacancies will be filled with preference given to those members who hold the certifications and requirements listed in Article 27 "Special Operations".

ARTICLE 10 — STANDARDS AND EQUIPMENT

Section 1. — All personal equipment required by the Fire Rescue Department, and/or state law, shall be furnished by the County and will remain County property. All equipment issued shall meet all applicable National Fire Protection Association and Occupational Safety and Health Association Codes and Standards at time of issue or purchase as applicable. Item(s) will be replaced by the County if it is destroyed in the line of duty.

Section 2. — Equipment purchased by employees for use in the line of duty that is not in addition to that required by the Fire Rescue Department, and/or state law, which is to be used in the line of duty, shall also meet all applicable N.F.P.A. and O.S.H.A. Codes and Standards at time of issue or purchase as applicable when such standards apply. All equipment purchased by employees must be approved by the Fire Chief/Safety Committee in writing. Except as provided in Article 42, The County will not be responsible for the replacement of any such employee purchased equipment purchased by the employee that is damaged under any circumstances.

Section 3. — All equipment, safety gear, vehicles, Engines, Rescues, Ladders, Tankers, Brush Units, Utilities, Boats, Special Operations Units and Platforms and apparatus will meet or exceed standards established by the Department Safety Committee or will be placed out of service until item(s) are corrected.

ARTICLE 12. COURT APPEARANCES AND JURY DUTY

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SECTION 12.01 COURT APPEARANCES

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~~Section 1.~~ The County shall compensate any employee who, while off duty, is called to appear in court or before any investigating committee, hearing or other legal board ~~for on behalf of County Fire Investigations or~~ County related business, at the established overtime rate ~~for at~~ a minimum of two (2) hours based on ~~forty eight (48) hours for shift personnel and forty (40) hour rate for~~ and non-shift employees.

SECTION 12.02 JURY DUTY

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~~Section 2.~~ Jury duty time off shall be considered time off with pay.

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~~Section 3.~~ Payment for jury duty shall be endorsed and returned by to the County.

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ARTICLE 13. PROBATIONARY EMPLOYEES

SECTION 13.01 NEWLY HIRED EMPLOYEES

Section 1. — Newly hired employees will be on probation for a period of twelve (12) months. The Fire Reseue-Chief may extend this probationary period for an additional six (6) months if the employee's documented performance so warrants.

SECTION 13.02 NEW EMPLOYEE EXTENDED PROBATION

Section 2. — Leave taken during probation, ~~with the exception of military leave, leave taken during probation, including but not limited to,~~ worker's compensation leave or light-duty, will automatically extend the probation period for a newly hired employee by the amount of leave time taken. ~~An~~ Newly hired employees will not satisfy the probation period unless they have completed a minimum of twelve (12) months of active employment.

SECTION 13.03 AT WILL EMPLOYEES

Section 3. — Probationary Newly hired employees on probation may be freely terminated ~~without the~~ right to the grievance and arbitration procedures.

SECTION 13.04 NEWLY PROMOTED EMPLOYEES

Section 4. — Newly promoted employees will serve a probationary period of six (6) months. The promotional probationary period is for the evaluation of the employee's performance and ability to perform new job duties.

Section 5. — If an employee ~~who is~~ serving a probationary period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position, they will be returned to their former position and status held immediately prior to the promotion.

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ARTICLE 14. VACANCIES AND TRANSFERS

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ARTICLE 14. VACANCIES AND TRANSFERS

The County agrees that any vacancies in positions covered under this Agreement in the Fire-Rescue Department shall be available for transfer if the person requesting the transfer has the same required certifications for that opening and meets the current promotional testing requirements. The vacancy shall be posted in each fire station. Any applicant must may submit a transfer request to the Fire-Rescue Chief or designee within ten five (5)(10) days of posting of the notice. This request will be good for a period of one year from the date of submittal. Filling vacancies will remain in the sole discretion of the Fire Chief, based on the credentials of those individuals seeking the position. Applying whether as a transfer, new hire or other employee. The County also agrees not to delay or unlawfully discriminate against any person requesting a transfer. The County agrees that all open positions covered by this Agreement will be transferable if the applicant meets the position's eligibility requirements. Captains and EMS Captains requesting a transfer must satisfy all eligibility requirements, however they are not required to pass the current promotional examination. The Fire Chief will accept transfer requests from any applicant and retains the sole discretion regarding filling vacancies. This request is valid for one (1) year from the date it was submitted. The County agrees not to delay or discriminate unlawfully against any individual requesting a transfer. Captains requesting a transfer out of the training division must possess and maintain all certifications required for the requested position. Any captain requesting a transfer who was hired after October 1, 2011, must be a Protocoled Paramedic.

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All Captain(s) that requesting a transfer out of the training division shall have and maintain all current certifications required for the requested position. Any training Captain requesting a transfer into a Fire or EMS Captain position hired post October 1, 2011, shall have and maintain a paramedic certificate. Any current training Captain requesting to transfer into the positions of Fire or EMS Captain shall have qualified and passed the promotional examination from which they were originally promoted from as outlined in Article 15 "Promotions." All transfer requests shall be subject to the based on approval of from the Fire Chief or his/her designee must be a Protocoled Paramedic.

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ARTICLE 15. PROMOTIONS

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SECTION 15.01 PROMOTIONAL ELIGIBILITY

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All ~~bBargaining uUnit~~ promotions ~~except Fire Mechanics and Firefighter Paramedics~~, shall come from within the ~~bBargaining uUnit~~. ~~Fire Mechanic and Firefighter Paramedic Classifications shall be exempt from this requirement.~~ All eligible employees applying for a promotion to a ~~bBargaining uUnit~~ position must meet the qualification standards of education, training, experience, and other requirements for the position.

~~Employees that receive a disciplinary suspension of twenty-four (24) hours or greater are not eligible to apply or take a promotional exam for twelve (12) months following the discipline. In order to be eligible to take an officer promotional examination, the candidate must not have been suspended for twenty-four (24) hours or greater during the twelve (12) months preceding the closing date for the written examination and until the date the examination process is completed. For the purpose of disciplinary action and purposes of determining promotional examination eligibility, the effective date of the discipline shall be the date an employee signs written communication acknowledging notification of the disciplinary action imposed and/or suspension. Any involuntary demotion shall be considered as equivalent to a suspension of twenty-four (24) hours or greater for the purposes of promotional eligibility.~~

SECTION 15.02 NOTIFICATION OF EXAMINATION

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~~Section 2, Notification of Examination~~ The process will begin with a written exam. Employees will be given ~~at least ninety (90) days~~ written notice of a promotional examination ~~at least ninety (90) days in advance of the scheduled date.~~ Source materials from which the entire examination is drawn shall be given in writing concurrent with the exam announcement and shall be in print or otherwise obtainable.

The closing date to apply for the promotional exam ~~process~~ shall be ~~between thirty (30) and thirty-five (35) days~~ before the written exam.

The Department may utilize ~~D~~departmental email to satisfy the requirement for all written notices in this Section.

SECTION 15.03 APPLICATION FOR EXAMINATION

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~~Section 3, Application for Examination~~ To apply for the ~~Employees wishing to be included in the officer~~ promotional exam process, ~~interested employees~~ must submit a letter of intent, educational points documentation, ~~and along with~~ any other required documentation as set forth in the exam announcement by 17:00 hours on the ~~announced application closing date to apply.~~ ~~No employee shall be eligible to apply for a promotional exam after the announced closing date and time.~~ Within ten (10) ~~working business~~ days after the closing date, all candidates shall be notified in writing of acceptance or denial to proceed in the promotional exam process along with the date, time and location of the written examination. ~~No employee shall be eligible for a promotional exam after the announced closing date and time.~~ Candidates must

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~~complete an application submit a letter of intent for each test and promotional testing process they wish to enter. For example: If a candidate wishes to take both Captain/Training Captain test and EMS Captain test, each will require be a different application. If a current promoted Captain wishes to transfer to EMS Captain or vice versa, the candidate must will complete the application and testing process.~~

A list of all denied candidates shall be emailed to the Union President within the same ten (10) business day ~~working~~ period.

All candidates are required to provide their own shift coverage if they are scheduled to test on their shift day. The County Department will extend vvacation/pPersonal Heat in the amount necessary to allow candidates to attend testing (regardless of daily scheduling restrictions) as required throughout the testing process.

The Fire Rescue Chief shall review any candidate qualification issues.

Only candidates scoring seventy percent (70%) or lower-higher on the written exam will be allowed to continue in the officer examination process. Upon receiving a passing grade on the written exam, each candidate will be issued ~~his~~ their testing identification number. The identification number will serve to provide confidentiality during the remainder of the process.

SECTION 15.04 ELIGIBILITY CRITERIA FOR PROMOTIONAL EXAMS

Driver Engineer

Hired on or before September 30, 2011.

- a) ~~Two (2) Three (3) years of continuous and uninterrupted service after driver restriction within the bargaining unit as a Firefighter EMT or Firefighter Paramedic, as of the date of the exam application announced closing date of the exam application process.~~
- b) ~~Possess State of Florida Pump Operator Certification. Certified as a Fire Service Apparatus and Pump Operator in the State of Florida~~
- b)c) ~~Company Officer Certificate of Completion recognized by the State of Florida~~
- e)d) Successful completion of the Driver Engineer promotion examination

Hired on or after October 1, 2011.

- a) ~~Two (2) Three (3) years of continuous and uninterrupted service within the bargaining unit as a Firefighter EMT or Firefighter Paramedic as of the date of the exam application announced closing date of the exam application process.~~
- b) ~~Possess State of Florida Pump Operator Certification. Certified as a Fire Service Apparatus and Pump Operator in the State of Florida~~
- b)c) ~~Company Officer Certificate of Completion recognized by the State of Florida~~
- d) * ~~Protocolled Paramedic~~
- e)e) Successful completion of the Driver Engineer promotion examination

* Candidates who meet all requirements but are not a ~~Protocolled Paramedic~~ will be permitted to participate in the testing process, but they will not be eligible for promotion. However, these individuals will be permitted to step up into the role.

Lieutenant

Inclusive of all hire dates

- a) ~~Three (3) years of uninterrupted service with at least two (2) years as a Firefighter Paramedic as of the exam application closing date.~~
- b) ~~Protocolled Paramedic~~
- c) ~~Company Officer Certificate of Completion recognized by the State of Florida~~
- d) ~~Rapid Sequence Intubation Certificate of Completion through Martin County Fire Rescue Training Bureau~~
- e) Successful completion of the Lieutenant promotion examination

Captain EMT

Only employees hired on or before September 30, 2011, are eligible for this position.

- a) ~~Six (6) years of uninterrupted service within the bargaining unit as a Firefighter EMT as of the exam application closing date of the exam application.~~
- a)b) ~~Driver Engineer or on the current Driver Engineer promotional roster as of the closing date of the exam application.~~

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- c) Fire Officer I Certificate of Completion recognized by the State of Florida
- d) Successful completion of the Captain promotion examination

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Captain Paramedic
<i>Inclusive of all hire dates</i>
a) Six (6) years of uninterrupted service within the bargaining unit as a Firefighter EMT or Firefighter Paramedic as of the exam application date of the announced closing date of the exam application process.
b) Fire Officer I Certificate of Completion recognized by the State of Florida
c) * Lieutenant or on the current Lieutenant promotional roster as of the closing date of the exam application.
d) Successful completion of the Captain promotion examination
* Those individuals on the promotional register that expires April 2025 do not need to meet the requirement of section c above.

EMS Captain
<i>Inclusive of all hire dates</i>
a) Six (6) years of continuous and uninterrupted service within the bargaining unit as a Firefighter Paramedic as of the exam application closing date of the exam application.
b) Fire Officer I Certificate of Completion recognized by the State of Florida
c) Incident Safety officer Certificate of Completion
d) * Lieutenant or on the current Lieutenant promotional roster as of the closing date of the exam application.
e) Successful completion of the EMS Captain promotion examination
* Those individuals on the promotional register that expires April 2025 do not need to meet the requirement of section d above.

Battalion Chief EMT
<i>Only employees hired on or before September 30, 2011, are eligible for this position</i>
a) Five (5) years of continuous and uninterrupted years of service as a Lieutenant, Rescue Lieutenant, Captain EMT or EMS Captain as of the exam application announced closing date of the exam application process.
b) Associate's Degree or higher degree accepted by the State of Florida for compensation.
c) Possession of Fire Officer II Certificate of Completion as recognized by the State of Florida.
d) Successful completion of the Battalion Chief promotion examination

Battalion Chief Paramedic
<i>Inclusive of all hire dates</i>
a) Five (5) years of continuous and uninterrupted years of service as a Captain Paramedic, Training Captain, or EMS Captain as of the announced exam application closing date.
b) Associate's Degree or higher degree accepted by the State of Florida for compensation.
c) Possession of Fire Officer II Certification of Completion as recognized by the State of Florida.
d) Successful completion of the Battalion Chief promotion examination

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SECTION 4. ELIGIBILITY CRITERIA FOR PROMOTIONAL EXAMINATIONS

SECTION 15.05 PROMOTIONAL TESTING PROCEDURES

Driver Engineer

- a) ~~Two Three (32) years of continuous and uninterrupted service after driver restriction within the bargaining unit as a Firefighter EMT or Firefighter Paramedic, as of the date of the exam application announced closing date of the exam application process.~~

~~— Possess State of Florida Pump Operator Certification as recognized by the State of Florida.~~

- b) ~~Certificate of Completion of the Company Officer class as recognized by the State of Florida.~~

~~Successful completion of Driver Engineer promotional assessment. Candidates listed prior October 1, 2011, meeting all requirements but are not checked off Paramedics, will be allowed to participate in the testing process and are subject to the following:~~

~~— Candidates will be eligible to step up into the Driver Engineer position.~~

~~— Upon completion of the MCFR paramedic checkoff process, the candidate will be eligible for Driver Engineer promotion.~~

~~Successful completion of Driver Engineer promotional assessment.~~

~~Fire Officer I state certificate will be required in order to test for EMS Captain, Fire Captain and Training Captain.~~

- e) ~~Fire Officer II state certificate will be required for all Battalion Chief testing candidates.~~

e) ~~—~~

- f) ~~Certificates required for post-calendar year 2021 officer promotional testing:~~

~~Fire Officer I state certificate will be required in order to test for EMS Captain, Fire Captain and Training Captain.~~

a) ~~—~~

- b) ~~Fire Officer II state certificate will be required for all Battalion Chief testing candidates.~~

Lieutenant

~~— Three (3) years of continuous and uninterrupted service within the bargaining unit with at least two (2) years as a checked off, functioning Firefighter Paramedic, as of the exam closing date.~~

~~— Certificate of Completion of the Company Officer class as recognized by the State of Florida.~~

~~— Checked off, functioning Rapid Sequence Intubation (RSI) Paramedic as of the exam closing date.~~

~~— Successful completion of Lieutenant promotional assessment.~~

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Captain EMT—Employees Hired on or before September 30, 2011

- a) ~~Successful completion of the Captain examination process.~~
- ~~— Six (6) years of continuous and uninterrupted service within the bargaining unit as a Firefighter EMT or Firefighter Paramedic, as of the exam application date of the announced closing date of the exam application process.~~
- ~~— Functioning as a Driver Engineer or active on the current Driver Engineer promotional list as of the exam closing date.~~
- b) ~~Possession of Fire Officer I as recognized by the State of Florida.~~

Captain Paramedic—Employees Hired on or after October 1, 2011

- a) ~~Successful completion of the Captain examination process.~~
- ~~— Six (6) years of continuous and uninterrupted service within the bargaining unit as a Firefighter EMT or Firefighter Paramedic, as of the exam application date of the announced closing date of the exam application process.~~
- b) ~~Functioning as a Lieutenant or active on the current Lieutenant promotional list as of the exam closing date.~~
- ~~— Possess, function and maintain a State of Florida paramedic certificate.~~
- ~~— Possession of Fire Officer I as recognized by the State of Florida.~~
- c) ~~Those individuals on the promotional register that expires April 2025 do not need to meet the requirement of section d above.~~

EMS Captain

- a) ~~Successful completion of the EMS Captain examination process.~~
- b) ~~Possess, function and maintain a State of Florida paramedic certificate.~~
- ~~— Six (6) years of continuous and uninterrupted service as a “checked off/functioning” Firefighter Paramedic with Martin County Fire Rescue, as of the exam application closing date.~~
- ~~— Possess, function and maintain a State of Florida paramedic certificate.~~
- ~~— Functioning as a Lieutenant or active on the current Lieutenant promotional list as of the exam closing date.~~
- ~~— Possession of Fire Officer I as recognized by the State of Florida.~~
- ~~— Certificate of Completion of the Incident Safety Officer class as recognized by the State of Florida.~~
- ~~— Those individuals on the promotional register that expires May 2025 do not need to meet the requirement of section d above.~~

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Training Captain

- a) — Successful completion of the Captain examination process.
- b) — Six (6) years of continuous and uninterrupted service as a Firefighter-EMT or Firefighter-Paramedic with Martin County Fire Rescue, as of the exam application closing date.
- c) — Must possess Live Fire Training Instructor (LFTI) and State of Florida Pump Operator Certification.

Battalion Chief EMT — Employees Hired on or before September 30, 2011

- a) — Five (5) continuous and uninterrupted years of service as a Lieutenant, Rescue Lieutenant, Captain EMT or EMS Captain as of the exam application announced closing date of the exam application process.
- Associate's Degree or higher degree accepted by the State of Florida for compensation.
- Possession of Fire Officer II as recognized by the State of Florida.
- b) —
- c) — Candidates meeting the five (5) year minimum requirement but who do not possess a required degree will be allowed to participate in the testing process subject to the following:
 - 1. — Candidates without a degree who successfully complete the exam process will be eligible to step up into the Battalion Chief's position (as alternates) as needed by the County.
 - 2. — Upon obtaining the required degree, the candidate's name will be placed on the promotional register in accordance with his adjusted final score.

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Battalion Chief Paramedic — Employees Hired on or after October 1, 2011

- a) — Five (5) continuous and uninterrupted years of service as a Captain/Paramedic Training Captain or EMS Captain as of the announced exam application closing date of the exam application process.
- Associate's Degree or higher degree accepted by the State of Florida for compensation.
- Possession of Fire Officer II as recognized by the State of Florida.
- b) —
- c) — Possess, function and maintain a State of Florida paramedic certificate.
- d) — Candidates meeting the five (5) year minimum requirement but who do not possess a required degree will be allowed to participate in the testing process and are subject to the following:
 - 1. — Candidates without a degree who successfully complete the exam process will be eligible to step up into the Battalion Chief's position (as alternates) as needed by the County.
 - 2. — Upon obtaining the required degree, the candidate's name will be placed on the promotional register in accordance with his adjusted final score.

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Section 5. Promotional Testing Procedures Prior to any of the assessments being given, the Department shall validate the written exam and the assessments to ensure their accuracy. The promotional exam process will consist of a one hundred (100) question written exam and assessment centers evaluating looking at the knowledge, skill, and abilities related to of the tested position being tested for.

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Driver Engineer Testing Assessment:

1. Written Exam – (candidate must score seventy percent (70%) or greater/higher to continue in the process)
2. Oral Presentation Assessment
3. Strategic/Operations Assessment

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Lieutenant Testing Assessment:

1. Written Exam – (candidate must score seventy percent (70%) or greater/higher to continue in the process)
2. Oral Presentation Assessment
3. Strategic/Operations Assessment

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Captain/Training Captain Testing Assessment:

1. Written Exam – (candidate must score seventy percent (70%) or greater/higher to continue in the process)
2. Oral Presentation Assessment
3. Strategic/Operations Assessment

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EMS Captain Testing Assessment:

1. Written Exam – (candidate must score seventy percent (70%) or greater/higher to continue in the process)
2. Oral Presentation Assessment
3. Strategic/Operations Assessment
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Battalion Chief Testing Assessment:

1. Written Exam – (candidate must score seventy percent (70%) or greater/higher to continue in the process)
2. ~~Interpersonal Dynamics/Management~~ Oral Presentation Assessment
3. Strategic/Operations Assessment

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SECTION 15.06 GRADING SYSTEM

Section 6. Grading System—The personnel selected to ~~conduct grade the~~ Captain, EMS Captain and Battalion Chief assessments will be Fire Officers from outside ~~Martin County Fire Rescue~~ the Department. The Fire Officers will be of equal or greater rank than the candidate being assessed. ~~The personnel selected to grade the Driver Engineer and Lieutenant assessments shall be two (2) representatives from Fire Rescue Administration and two (2) representatives from the Union that meet the minimum qualifications for the position.~~ The grading of the assessments will be a cumulative score of seventy percent (70%) or ~~better higher~~ on the total of all assessments when complete. A score of less than seventy percent (70%) is considered failure. The Evaluators will grade and sign the evaluations, ~~and seal the envelopes.~~ ~~The Human Resources Division will grade (add the numbers) and report those numbers to training to validate the test scores.~~

<u>Driver Engineer Assessment</u>	<u>Cumulative Weights</u>
Written Map Test	30% (must have passing score to continue)
Operations Scenario	35%
Driving Course	35%

<u>Captain, EMS Captain & Training Captain Assessment All Promotable Positions</u>	<u>Cumulative Weights</u>
Written	30% (must have passing score to continue)
Strategic/Operations	35%
Oral Presentation	35%

<u>BATTALION CHIEF ASSESSMENT</u>	<u>CUMULATIVE WEIGHTS</u>
<u>WRITTEN</u>	<u>30% (MUST HAVE PASSING SCORE TO CONTINUE)</u>
<u>STRATEGIC/OPERATIONS</u>	<u>35%</u>
<u>ORAL PRESENTATION</u>	<u>35%</u>

SECTION 15.07 EDUCATION POINTS

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Section 7: Education Points—Upon successfully completing the exam process with a cumulative score of seventy percent (70%) or ~~greater~~^{higher}, a candidate's educational points, if any, will be computed and added to the candidate's total examination raw score (~~raw score~~) to form the candidate's adjusted final score. Educational points will not be added to a failing cumulative or individual score.

Two (2) points shall be added ~~to a candidate's raw score~~ if the candidate's education degree exceeds the minimum requirements for the position ~~and is accepted by the State of Florida for compensation~~.

One (1) point shall be added to a Driver Engineer or a Lieutenant candidate's raw score if the candidate possesses Fire Officer I certificate as recognized by the State of Florida.

One (1) point shall be added to a Driver Engineer candidate's raw score with successful completion of the Aerial Operations class as recognized by the State of Florida.

One (1) point shall be added to a Lieutenant candidate's raw score with successful completion of the Incident Safety Officer class as recognized by the State of Florida.

SECTION 15.08 DISCREPANCIES AND TIE BREAKERS

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Section 8: Discrepancies & Tie Breakers All discrepancies in scoring will be reviewed by the Fire ~~Rescue~~ Chief. If an error is discovered in scoring, it shall be corrected, and the affected candidate(s) and the Union President will be notified in writing via email. The County will make all reasonable attempts to resolve any discrepancies or protests before proceeding to the next phase of any testing.

Tie Breakers—In the event of a tie in the adjusted final score, the tie shall be broken by rating the candidate who had the highest written exam score above any other candidate who otherwise would have a tie in the adjusted final score. If after comparing the written exam scores a tie still ~~exists~~^{exists} it shall be decided by seniority.

SECTION 15.09 ELIGIBILITY POSTING

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Section 9: Eligibility Posting—A list of candidates receiving a passing grade for the entire exam process will be sent via Department email by the dates stated in this Article. The list will be in ranking order from the highest adjusted final score to the lowest adjusted final score, utilizing the candidate's name and shall include the candidate's raw score, educational points, and adjusted final score. The list will also be provided to the Union President in writing via email. This list shall constitute the ~~Officer~~ Promotional Register.

SECTION 15.10 PROMOTIONAL SELECTION

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Section 10: Promotional Selection—Only the top three (3) scores will be submitted to the Fire ~~Rescue~~ Chief for the promotional position open. The Fire ~~Rescue~~ Chief shall select any of the three (3) candidates to fill the vacant position, subject to the County Administrator's approval.

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SECTION 15.11 DURATION OF THE PROMOTIONAL REGISTER

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Section 11. Duration of Officer Promotional Register The promotional register shall remain in effect for two (2) years from when the register was established or until there are less than three (3) names remaining on the register, whichever occurs first. In order to maintain a continuous promotional register, the County Department shall produce a new register in advance of the two (2) year expiration date of the current register or when it is anticipated that the existing register will be used up, in accordance with the time frames provided in this Article. The County Department may utilize candidates from the current register and the register prepared in advance of the current register as step ups as needed as long as the candidate meets all requirements provided for in this Article.

SECTION 15.12 REMOVAL FROM THE PROMOTIONAL REGISTER

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Section 12. Removal from Officer Promotional Register A candidate appearing on a Promotional Register may be removed temporarily, if the candidate submits a written request, and shall be removed permanently:

if the applicant candidate submits a written request, and shall be removed permanently as a result of a demotion or suspension for twenty four (24) hours or greater. A candidate may be removed from a promotional register temporarily, if the candidate is on off duty related light duty, or any other leave of absence except military leave, or if the candidate otherwise is not working and is unavailable for work, at any time the Promotional Register is established.

SECTION 15.13 STEP-UP PROGRAM

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Section 13. Step-up/Cheekoff Program The County shall maintain a "step-up" program to help with staffing needs and to allow officer candidates to gain valuable experience as well as to be evaluated for promotional consideration. Step-up/Cheekoff program will be directed in Martin County Fire Rescue Operational Standards be mutually agreed upon in Labor Management.

SECTION 15.14 RESOLUTION OF CONFLICTS

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Section 14. Resolution of Conflict The Labor Management Team Committee shall resolve any unforeseen circumstances that arise involving this Article.

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ARTICLE 16. GRIEVANCE PROCEDURE

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SECTION 16.01 GRIEVANCE DEFINITION

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Section 1.—A grievance is defined as an alleged violation of a specific written provision of this Agreement.

SECTION 16.02 GRIEVANCE PROCESS

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Section 2.—The following shall be followed in presenting a grievance to the County:

(a) Step One.

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—If an employee feels ~~he/she/they have~~ a grievance, ~~he/she/they~~ shall, within five (5) ~~working-business~~ days after the employee has knowledge, or reasonably should have had knowledge of its occurrence; present the grievance in writing to the Fire ~~Rescue~~ Chief or his/her designee, or the grievance shall be considered waived. The employee's Union representative may be in attendance if the employee so requests. The Supervisor shall submit ~~to her/his~~ answer in writing within five (5) ~~working-business~~ days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

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(b) Step Two.

—If the grievance is not resolved in Step One, the employee or the Union representative shall present the grievance in writing to the Fire ~~Rescue~~ Chief within five (5) ~~working-business~~ days after the employee received the answer in Step One or the grievance shall be considered waived. The written grievance shall be presented on the IAFF Grievance Form, shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of the Agreement alleged to be violated, and shall be signed and dated by the employee or the Union representative.

The grievance will be answered in writing by or on behalf of the Fire ~~Rescue~~ Chief within seven (7) ~~working-business~~ days after the grievance is presented. If the grievance is not answered within seven (7) ~~working-business~~ days after the service of the written answer upon the employee or the Union President, the answer will be considered to be accepted and no further action may be taken upon the grievance.

(c) Step Three.

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—If within seven (7) ~~working-business~~ days after the service of the answer in Step Two, the answer is not accepted by the Union or employee, the Union President or the employee may present the grievance to the County Administrator. If the grievance is not submitted to Step Three within the time limit stated above, it shall be considered settled and waived. The County Administrator ~~or a mutually agreed designate~~ will give the County's answer within twenty (20) ~~working-business~~ days following the date the County Administrator ~~or a mutually agreed designate~~ hears the employee's case.

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SECTION 16.03 PRE-DEPRIVATION HEARING

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Section 3. Pre-Deprivation Hearing—If recommended discipline will result in a monetary damage, including but not limited to, suspension without pay, demotion, or termination, the affected employee will have a pre-deprivation hearing within seven (7) working-business days of the receipt of the discipline recommendation. This hearing ~~will take~~ will take the place of the three (3) step grievance process and results in a scheduled meeting with the County Administrator ~~or designee~~ to present additional information and/or plead the discipline before the County Administrator. This process will subrogate only the three (3) step grievance process ~~in regards to~~ in regard to monetary damages resulting from discipline.

SECTION 16.04 TIME LIMITS

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Section 4.—The time limits set forth in this Article may be extended by the joint written consent of the County and the Union or the employee if ~~he/she is the~~ he/she is the representing ~~himself~~ himself.

SECTION 16.05 MONETARY REMEDY

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Section 5.—Union may file grievances provided that all employees affected are listed by name. However, if a monetary remedy is sought by any employee, that employee must also sign the Union's grievance.

SECTION 16.06 OUTSIDE TIME LIMITS

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Section 6.—Any grievance not advanced to the next step by the Union or individual employee within the time limit in that step, shall be deemed abandoned.

SECTION 16.07 GRIEVANCE COMMUNICATION

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Section 7.—For purposes of this article, "working days" shall be Monday through Friday, inclusively.

Section 8.—Grievance communications may be completed through email with the understanding of any email communications sent outside of "working-business days" or after 5:00 PM will be considered time-stamped at the beginning of the following business day.

Section 9.—The limits set forth in this article are of the essence and must be strictly complied with, but may be altered by mutual written agreement of the parties. In order to be eligible for processing, a grievance must be timely and contain the following:

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- The name of the grievant, whether it is an individual employee or the Union;
- The identification of the event or omission that gave rise to the grievance and the time it occurred and a short, plain statement of the facts surrounding the grievance with an explanation of how the contract was violated;
- The citation of the particular sections and subsections of this Agreement and articles alone on which the grievant relies;

A statement of the precise relief sought

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ARTICLE 17. ARBITRATION

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SECTION 17.01 RIGHT TO REQUEST

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Section 1. —The right to request arbitration or withdraw a grievance shall be within the exclusive discretion of the Union; provided however, an ~~bargaining unit~~ employee may pursue a grievance and/or arbitration on ~~his/her/their~~ own only if the Union decides not to represent ~~him/her/them~~ due to non-union membership status.

SECTION 17.02 NOTICE OF ARBITRATION

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Section 2. —The Union shall have ten (10) ~~working business~~ days after receiving the County Administrator's answer (in Step 3 of this grievance procedure or as a result of a pre-deprivation hearing) to submit the dispute to arbitration pursuant to the rules of the Federal Mediation and Conciliation Service. Notice of arbitration must be provided to the County Administrator with a copy to the County Attorney's Office. A list of seven (7) arbitrators shall be requested.

SECTION 17.03 PROCEDURES

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Section 3. —The County and the Union agree upon the following procedures for grievances referred to arbitration unless otherwise noted:

1. The parties shall select an arbitrator within fourteen (14) ~~calendar~~ days of receipt of the FMCS list of arbitrators by alternate striking. ~~The winner of a coin toss shall elect to strike either first or second. The Union shall strike first.~~
2. After an arbitrator has been selected, the arbitration hearing shall be held within thirty (30) days; provided that the arbitrator is available on a date acceptable to the parties.
3. Briefs, if any, must be filed with the arbitrator no later than fifteen (15) ~~calendar~~ days after the close of the hearing, or after receipt of the transcript, if a transcript is requested. The party requesting the transcript shall be responsible for the cost.
4. The arbitrator shall render an opinion within thirty (30) ~~calendar~~ days of receipt of the briefs.
5. The County and the Union may mutually agree in writing to extend the timeframes listed herein.

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SECTION 17.04 ARBITRATION COST

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Section 4. —The cost for the services of the arbitrator shall be shared equally by the parties to the arbitration.

ARTICLE 18. ANNUAL LEAVE

SECTION 18.01 VACATION LEAVE

Employees who have completed six (6) months of employment are eligible for vacation leave. Vacation accrual rates are as follows on the following basis:

Shift Employees	
1 – 5 years	144 hours per year
5 – 10 years	180 hours per year
Over 10 years	12 additional hours/year (max 300 hours/year)

Non-shift Employees	
1 – 5 years	15 days per year
5 – 10 years	20 days per year
Over 10 years	1 additional day/year (max 25 days/year)

SECTION 18.02 SICK LEAVE

Section 1. After three (3) months of employment, employees are entitled to use the sick leave they have accrued. Sick leave shall accrue in the following manner:

All employees who are on a twenty-four (24) hour shift shall accrue twelve (12) hours per month to a maximum of two thousand (2,000) hours and must use sick leave in twelve (12) hour increments.

Non-shift employees shall All employees who are on forty (40) hours per week accrue sick leave at the rate of eight (8) hours per month or one (1) day per month to a maximum of twelve hundred (1,200) hours and must use sick leave in increments consistent with their daily shift.

SECTION 18.03 EXTENDED SICK LEAVE

Extended Sick Leave An employee with more than five (5) years of service may be granted, with the approval of the County Administrator, up to thirty (30) calendar days of sick leave after exhaustion of other sick and vacation leave. This benefit may be applied to an individual employee more than once at the sole discretion of the County Administrator.

SECTION 18.04 SICK LEAVE BANK

Section 1. The Sick Leave Bank shall be made up of donated sick leave from bargaining unit employees. To donate sick leave to the Sick Leave Bank, employees must maintain a balance of one hundred twenty (120) hours in their individual sick leave accounts.

~~Section 2.~~ Employees may be eligible for the Sick Leave Bank after exhausting all sick and vacation leave. The Executive Board of the Union will ~~make give~~ final approval ~~of to~~ all uses of sick leave from the Sick Leave Bank.

SECTION 18.05 MILITARY LEAVE

~~Military Leave~~ Employees shall be granted up to two hundred forty (240) hours of paid leave for reserve or guard training in any one annual period. ~~The Fire Rescue Chief may offer additional leave at the request of the employee.~~ Shift employees may take paid leave in twelve (12) hour increments for coverage during ~~Military Leave~~. Employees will submit proof of duty by ~~submitting~~ a copy of the order from the appropriate ~~military~~ Commander when requesting military leave. Effective May 2003, Martin County will supplement pay pursuant to ~~the~~ Florida State Military Compensation Law adopted by Florida Statute ~~Sections~~ 115.09 and 115.14 for a period of up to one year per active duty event.

SECTION 18.06 BEREAVEMENT LEAVE

~~Bereavement Leave~~ Shift employees shall be granted two (2) shifts of paid leave, and non-shift employees shall be granted three (3) days of paid leave ~~upon~~ for the death of a member of the employee's immediate family within the State. ~~Leave shall be used within three (3) months of the date of death.~~ Three (3) shifts of paid leave for shift employees and five (5) days of paid leave for non-shift employees shall be granted upon the death of a member of the employee's immediate family outside the State. Immediate family shall be defined as the employee's: parent, sister, brother, spouse, children, and step-parent of the employee or spouse, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchildren, grandparents, uncles, aunts, nephews, and nieces. The employee may be required to provide documented written proof of the death. If additional days or shifts are necessary to attend the funeral of an immediate family member, vacation leave may be used.

SECTION 18.07 FAMILY MEDICAL LEAVE

~~Family Medical Leave~~ The parties agree to follow and comply with the Family Medical Leave Act provisions where applicable.

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<u>1-5 YEARS</u>	<u>12-15 DAYS PER YEAR</u>
<u>5-10 YEARS</u>	<u>15-20 DAYS PER YEAR</u>
<u>OVER 10 YEARS</u>	<u>1 ADDITIONAL DAY/YEAR (MAX 20-25 DAYS/YEAR)</u>

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SECTION 18.08 CONVERSIONS

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(a) Personal Leave

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- (i) Shift employees who have completed six (6) months of employment are eligible to convert two (2) shifts of sick leave to personal leave per calendar year and must maintain a balance of forty-eight (48) hours in their sick leave account at all times in their sick leave account.
- (ii) Shift employees with more than four hundred thirty-two (432) hours of sick leave may convert up to an additional sixty (60) hours of sick leave to personal leave per calendar year, provided the employee maintains at least four hundred thirty-two (432) hours of sick leave in their account at all times.

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- (iii) Non-shift employees are eligible to convert four (4) days of sick leave to personal leave per calendar and must maintain a balance of forty-eight (48) hours in their sick leave account at all times in their sick leave account.
- (iv) Non-shift employees with more than two hundred eighty-eight (288) hours of sick leave may convert up to an additional forty (40) hours of sick leave to personal leave per calendar year, provided the employee maintains at least two hundred eighty-eight (288) hours of sick leave in their account at all times.

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(b) Vacation Buy Back

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- (i) Employees may choose to be compensated up to an amount not to exceed \$3,000 per fiscal year for accrued vacation time taken in one (1) hour increments at their current hourly rate.
- 1) Shift employees must maintain a minimum balance of two hundred forty (240) hours in their vacation leave and two hundred forty (240) hours in their sick leave accounts following any payout.
- 2) Non-shift employees must maintain a minimum balance of two hundred (200) hours in their vacation account and two hundred (200) hours in their sick leave account following any payout.

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SECTION 18.09 EMPLOYEE SEPARATION

When an employee separates from the County, including but not limited to retirement, resignation, termination, or death, the County may reimburse for the following amount:

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(a) Hired on or before September 30, 2011

(i) Shift

1) Vacation - up to four hundred eighty (480) hours for non-probation employees

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2) Sick – fifty percent (50%) of accumulated sick leave up to seven hundred twenty (720) hours

(ii) Non-shift

1) Vacation – up to four hundred eighty (480) hours for non-probation employees

2) Sick – up to four hundred eighty (480) hours

(b) Hired on or after October 1, 2011

(i) Shift and Non-shift

1) Vacation – up to two hundred forty (240) hours for non-probation employees

2) Sick – fifty percent (50%) of accumulated sick leave up to three hundred sixty (360) hours

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Personal Leave — Shift employees who have completed six (6) months of employment are eligible to convert two (2) shifts of sick leave per calendar year to personal leave. The shift employee must maintain a balance of forty-eight (48) hours at all times in his/her sick leave account. Permanent non-shift employees are eligible to convert four (4) days of sick leave per calendar year to personal leave. The non-shift employee must maintain a balance of forty-eight (48) hours at all times in his/her sick leave account.

Conference Leave — Employees will receive "Leave with Pay" to attend approved conference or safety seminars.

ARTICLE 19. DISABILITY BENEFITS/DISABILITY LEAVE

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Bargaining Unit members who are injured or become ill from occurrences arising out of the line of duty shall be provided, at a minimum, benefits pursuant to [Florida Statutes](#) Chapter 440, Florida Workers' Compensation Act.

An employee sustaining a lost time injury and/or illness due to employment with ~~Martin County~~[the Department](#) will receive one hundred percent (100%) of their normal pay* beginning on the first day of absence due to the injury/illness until return to full active duty or Maximum Medical Improvement occurs.

The employee will not be required to utilize any leave time for the duration of ~~his/her~~[their](#) injury/ ~~and/or~~ illness under the provisions of this Article, nor will the employee accrue any leave time.

Employee eligible for light duty will receive one hundred percent (100%) of their normal pay while on light duty status. The employee will also begin to accrue leave time(s) and utilize leave time as necessary.

The Workers' Compensation carrier will send the employee's compensation check to the County where the employee must periodically appear to endorse the compensation check(s) to the County.

*Normal pay is defined as all pay including team pay etc., normally received each paycheck excluding overtime/callback pay.

~~Article 05~~ **ARTICLE 20. MATERNITY / — TEMPORARY DUTY**

~~Section 1.~~ In the event an employee cannot continue to work in ~~a combat position the street~~ due to pregnancy, ~~they she~~ may be reassigned. The employee must have ~~their her~~ physician's order to be reassigned from a combat position.

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~~Section 2.~~ The County will attempt to reassign the employee within the ~~Fire-Rescue~~ Department. If the employee is reassigned to duties related to their current position, then the employee's salary and retirement contribution would not change.

~~Section 3.~~ In the event a position is unavailable within the Department, the County will attempt to find another position or ~~a~~ temporary position in another ~~department~~, provided ~~they she~~ meets the minimum qualifications and is ~~are~~ medically able to perform the essential duties of the new position. ~~The employee will be paid at least her base rate of pay or the minimum of the pay range of the new position, whichever is greater.~~

~~Section 4.~~ The employee who has been temporarily reassigned may return to ~~their her~~ normal position provided ~~they she~~ submits medical documentation that states ~~they are she is~~ physically able to return to ~~their her~~ combat position.

ARTICLE 21. ALTERNATIVE EMPLOYMENT

SECTION 21.01 MAXIMUM MEDICAL IMPROVEMENT

Section 1. ~~Bargaining unit~~ Employees who reach Maximum Medical Improvement following a job-related injury pursuant to Florida's State Workers' Compensation Laws and

- ~~(a)~~ Who are not medically authorized to return to full duty; and
- ~~(b)~~ Do not qualify for FRS Disability and/or Social Security Disability benefits; and
- ~~(c)~~ Do not voluntarily opt out of Alternative Employment

will be eligible for alternative employment within the County under the terms of this Article.

SECTION 21.02 ALTERNATIVE EMPLOYMENT POSITION

Section 2. The alternative employment position is subject to the same benefits, job and performance rules and other terms and conditions ~~as that~~ anyone else in a similar position ~~would be subject to~~.

Section 3. Alternative employment target position will be a non-bargaining unit position or bargaining unit position with preference after any existing bargaining unit employee but before general applicant(s). The Human Resources ~~Division~~ will meet with employee to review offers of alternative employment for which the employee may be eligible.

SECTION 21.03 PREFERENCE

Section 4. Employee will receive "preference" for eligible positions for a period of three (3) years commencing at the time determined eligible pursuant to Section 21.01. Preference shall continue for this period until three (3) different, valid job openings offered by Human Resources have been made in writing and accepted (or declined) by the employee in writing. Once three (3) different, valid job opening offers by Human Resources have been made and the employee declines all three (3) in writing, the employee has exhausted his right under this provision. In the absence of the required third written acceptance or denial from the employee within ten (10) ~~calendar~~ days of notification by the receiving date of return receipt mail, the right to this provision has been forfeited.

SECTION 21.04 MINIMUM QUALIFICATIONS

Section 5. Employees must meet minimum qualifications of the position either at the time of a valid offer or within one (1) year upon being assigned. The one (1) year time frame only extends for qualifications that can reasonably be met as mutually agreed upon by the employee and Human Resources. Once an employee accepts a position, the County guarantees that position will not be subject to cut-back, lay-off or reduction in force for a minimum of three (3) years. ~~As well~~ The employee will no longer be

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represented by the ~~Union~~Martin County Firefighters Association, IAFF Local 2959.

~~Article 06~~ARTICLE 22. HOLIDAY PAY

SECTION 22.01 SHIFT EMPLOYEES

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~~Shift employees~~Section 1. Shift Employees (Forty-eight (48) hour work week) employees ~~s~~shall receive one hundred one (101) hours of holiday pay annually. This holiday pay shall be paid in two (2) installments and shall be included with the employee's first paycheck ~~of~~in December and ~~the~~first paycheck ~~of~~in June ~~of~~of each year. The rate of pay the employee receives shall be the rate of pay at the time of payout.

Employees hired after January 1 of a fiscal year shall not receive the appropriate installment until June. If an employee is terminated or is on suspension for just cause, that employee shall not receive compensation for holiday pay during the period the employee is separated from the County.

The method of proration for ~~forty-eight (48) hour~~shift employees who temporarily work in forty (40) hour positions (i.e. light duty) or are not on the payroll due to suspension for just cause, leave without pay or for employees who are hired after January 1 and June 1 of each year will be: eight (8) hours of holiday pay will be deducted for each holiday that falls within the period the employee is not a ~~forty-eight (48) hour~~shift employee (see list of holidays below).

In the event an employee separates from employment, all holidays shall be prorated and paid since the last holiday installment.

SECTION 22.02 NON-SHIFT EMPLOYEES

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~~Non-shift employees~~Section 2. Non-Shift Employees (Forty (40) hour workweek) ~~s~~shall receive the following holidays in accordance with County Holiday Policy:

New Year's	Labor Day
Martin Luther King's Birthday	Veterans Day
Memorial Day	Two (2) days Thanksgiving
Independence Day	Two (2) days Christmas

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In addition, non-shift employees who have completed six (6) months of employment may choose a Diversity Day, in recognition of the diversity and pluralism of American culture. These employees may choose the day they would refrain from working based upon their individual background and beliefs. The Diversity Day may be chosen from any of the remaining days of the year, subject to approval by the Fire ~~Rescue~~ Chief. The Diversity Day will be a day off with pay.

In the event the employee elects not to take a Diversity Day, the day will not be carried over to the following calendar year. Employees are required to submit requests for a selected Diversity Day in the same ~~manner~~in which way vacation and personal leave are requested.

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Article 07-ARTICLE 23. SAFETY COMMITTEE

SECTION 23.01 MEMBERS

There shall be a Safety Committee in ~~the the Fire-Rescue~~ Department which shall consist of six (6) members, plus the Fire ~~Rescue~~ Chief, ~~or his/her designee~~, who shall preside at all meetings. Three (3) members shall be appointed by the Union and three (3) members shall be appointed by the ~~Fire Rescue~~ Chief ~~County Administrator~~ ~~or designee~~.

SECTION 23.02 MEETINGS

~~Section 2.~~ The Safety Committee shall meet monthly, ~~or more or less often,~~ by mutual consent, and such meetings shall be scheduled at the time established by the Fire ~~Rescue~~ Chief ~~or his/her designee~~.

The meetings shall take place on a semiformal basis, with an anticipated agenda provided to each committee member before the scheduled meeting. The Fire ~~Rescue~~ Chief ~~or his/her designee~~ shall be responsible for providing a record of the ~~minutes of the meetings~~, and provide a copy ~~of the minutes~~ to the ~~CC~~Committee members before the next Committee meeting if possible.

~~Section 3.~~ The purpose of these meetings will be to discuss problems and objectives of mutual concern, concerning safety and health conditions in ~~the the Fire Rescue~~ Department.

~~Section 4.~~ Once the Safety Committee has agreed that a safety concern ~~exists~~~~has occurred~~, the Committee will devise a solution to solve the safety concern. The recommendations of the Safety Committee shall be forwarded to the Fire ~~Rescue~~ Chief. ~~The Fire Rescue Chief, after discussing the recommendations with the County Administrator, will implement the program(s) within ninety (90) days, subject to funding availability.~~

SECTION 23.03 DUTIES

~~Section 5.~~ The Safety Committee ~~shall immediately~~ ~~may~~ investigate ~~Fire-Rescue~~Department accidents, deaths, or injuries to possibly develop safer procedures or equipment. The Committee will present any recommended action(s) to the Fire ~~Rescue~~ Chief for consideration and possible implementation. The Safety Committee shall receive a copy of all accident, medical exposure and injury reports. These reports shall be provided to the Committee ~~on the first at the beginning~~ of each quarter: January, April, July, and October.

SECTION 23.04 COMPENSATION

~~Section 6.~~ Members of the Safety Committee shall be compensated for time spent at committee meetings with a minimum of two (2) hours callback pay if off duty and the County will cover time at no charge to the employee if on duty.

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ARTICLE 24. STANDARDS AND EQUIPMENT

SECTION 24.01 OVERVIEW

Section 1. All personal equipment required by the Fire-Rescue Department, and/or state law, shall be furnished by the County and will remain County property. All equipment issued shall meet all applicable National Fire Protection Association (NFPA) and Occupational Safety and Health Association (OSHA) Codes and Standards at time of issue or purchase, as applicable. Item(s) will be replaced by the County if it is destroyed in the line of duty.

SECTION 24.02 ITEMS PURCHASED BY EMPLOYEES

Section 2. Equipment purchased by employees for use in the line of duty that is not in addition to that required by the Fire-Rescue Department, and/or state law, which is to be used in the line of duty, shall also meet all applicable National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) Codes and Standards at time of issue or purchase, as applicable when such standards apply. All equipment purchased by employees must be approved by the Fire Chief Safety Committee in writing. Except as provided in this Article, the County will not be responsible for the replacement of any self-purchased such employee purchased equipment purchased by the employee that is damaged under any circumstances.

SECTION 24.03 REPLACEMENT OF PERSONAL PROPERTY

The County agrees to reimburse employees in an amount up to and no more than three hundred dollars (\$300) in a calendar year, or the actual repair cost or value of the damaged property, whichever is less for prescription eyeglasses. The County will reimburse employees in an amount up to and no more than one hundred fifty dollars (\$150) for contact lenses, watches, and stethoscopes stolen or damaged in the line of duty through no fault or negligence. The employee cannot receive any more than an aggregate total of three hundred dollars (\$300) in a calendar year. Reimbursement shall be made subject to the approval of the Fire Chief after completion of an incident report filed by the employee, a police report if stolen, and provided adequate proof is presented to the appropriate supervisor.

SECTION 24.04 STANDARDS

Section 3. All equipment, safety gear, vehicles, Engines, Rescues, Ladders, Tankers, Brush Units, Utilities, Boats, Special Operations Units and Platforms and apparatus will meet or exceed standards established by the Department Safety Committee or will be placed out of service until item(s) are corrected.

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ARTICLE 25. UNIFORMS

SECTION 25.01 STANDARD ISSUE UNIFORMS

~~Section 1. All Employees~~—The County shall provide, before the starting date of any new Fire Rescue Department employee, the following items:

2	Short Sleeve Uniform Shirts
1	Long Sleeve Uniform Shirt
1	Tie
1	Class A Pants
1	Class A Hat with emblem
1	Belt
4	T-shirts Short sleeve
2	T-shirts Long sleeve
3	Pants
1	Cap (embroidered)
1	Pair Boots or Shoes
2	Pair of Shorts
1	Sweatshirt
1	Job Shirt (Issued after 3 months) high-gloss Class A shoes
1	Lightweight jumpsuit (Bloodborne Pathogen Compliance) (lettered and reflective striping)
1	Raincoat with MCFR embosses
1	Badge with all black mourning band
1	Nametag

All appropriate patches ~~and such~~ shall be attached by the County before disbursement.

The items listed above constitute the basic items issued to a new employee. A complete list of all uniform items approved for purchase with uniform allowance pursuant to this Article shall be maintained and made available to all members upon request. The initial list shall consist of the items currently available on the Department's uniform ordering form.

Changes to the list shall be agreed upon by the Safety Committee.

Employees will be provided a uniform allowance, after three (3) months of employment, in the amount of ~~four five~~ hundred dollars (\$~~400~~~~500~~) annually, which will allow them to replace or purchase items from the approved uniform item list/form as needed. If the five hundred dollars (\$500) allowance has been exhausted, any additional items will be paid for out of pocket by the employee. All items are subject to limits and/or review before being replaced and the request may be denied if it is determined to be unwarranted. The employee will be required to replaced, at ~~his/her/their~~ own expense, any items that are lost or damaged due to the fault or negligence of the employee. To allow for end of year inventories and closing of fiscal year, all purchases will end on August 31 of each year. Any purchases after August 31 will require emergency approval. All items purchased with uniform allowance are considered County property and need to be returned to the County prior to receipt of the individual's final check.

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SECTION 25.02 TURNOUT/BUNKER GEAR AND OTHER SAFETY EQUIPMENT

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Section 1 (b) Turnout/Bunker Gear & Other Safety Equipment

The following shall be purchased, issued, and maintained by the County: ~~(Bunker Coat and Pant to be lightweight-style)~~

2	Coat with reflect striping w/MCFR and the Employee's name in reflective striping
2	Pants with reflective striping
1	Helmet with one (1) spare foam set of inserts and one (1) spare neck protector
2	Pair of gloves
2	Nomex hoods or equivalent
1	S.C.B.A. mask to prevent spread of communicable diseases
1	Coat and Pant lightweight Forestry type with gear bag for storage
1	Wildfire Air Purifying Respirator
1	DOT Approved Traffic Vest
1	Gear bag sufficient to fit all safety gear for personal transport
1	Medical safety glasses with neck strap (Bloodborne Pathogen Compliant)
1	Right angle flashlight
1	Pair of structural fire boots (leather type)
2	Pairs of suspenders

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Each member shall have two (2) sets of bunker gear, with the exception of EMS Captains and Battalion Chiefs. ~~with~~ The second set ~~being~~ will be provided within sixty days (60) upon completion of new hire probation. The County shall have the discretion to determine whether ~~or not~~ an employee who is (+)

(a) ~~participating in the FRS's DROP and~~

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(2) within eighteen (18) months of the end of his or her DROP period ~~will shall~~ be provided a second set of bunker gear. ~~Second set of bunker gear for EMS Captains and Battalion Chiefs will be supplied upon written request of the employee.~~

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SECTION 25.03 NON-SHIFT PERSONNEL UNIFORMS

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Section 2, Non-Shift Personnel ~~All fire personnel assigned to a forty (40) hour position non-shift~~ ~~personnel~~ will be provided with the items listed in Section ~~25.01~~, as well as an additional ~~(1)~~ Shirt and ~~(1)~~, ~~1~~ Pant,s

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All personnel working in the ~~g~~Classification of Fire Mechanic shall be provided with ~~1~~ items in Section ~~25.01~~, as well as ~~an two (2)~~ additional ~~2~~ T-shirts and ~~(1)~~ additional ~~n1~~ Non-buckle belt. Non-fire certified Fire Mechanics will not receive turnout gear but will receive appropriate safety gear.

SECTION 25.04 ALL PERSONNEL

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Section 3. All Personnel — All colors, styles, application of patches, emblems or other uniform related items will be determined at the sole discretion of the Fire Rescue Chief.

At no time shall any item listed above be worn or used off duty unless authorized by the employee's supervisor for special events.

The County shall replace any of the items listed in Sections ~~25.01(b) and 2~~ above, provided that the replacement is approved by the employee's supervisor and then only when such items need to be replaced due to normal wear caused by on the job use or loss due to theft. The employee will be required to replace any items that are lost or damaged due to the fault or negligence of the employee. In the event an item(s) needs replacement, the County will provide the new replacement upon receipt of the used item. ~~The employee's uniform allowance will may be charged for any items that are lost or stolen at the discretion of the Fire Rescue Chief. In the event the uniform allowance has been exhausted, the charge will may be carried forward to the next fiscal year(s). Stolen items lost as a result of theft will require a pPolice rReport unless deemed unnecessary by the Fire Rescue Chief or his/her designee.~~

In the event that an employee is terminated, quits, or is reassigned to a position that does not require the use of items listed in ~~Section 1 and 2~~ this Article, including all items purchased within twenty-four (24) months, and all turnout/bunker gear, and ~~to~~ all other safety equipment will be returned to the Fire Rescue Department no later than seventy-two (72) hours after separation of employment.

Employees with more than twenty (20) years of service with ~~Maricopa County~~ the Department may retain their ~~B~~badge, ~~C~~lass A ~~U~~niform, and ~~h~~elmet upon retirement.

SECTION 25.05 MINIMUM STANDARDS

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Section 4. — All bunker and safety gear issued will meet N-F-P-A minimum standards and manufacturer requirements and recommendations at the time of purchase. When an item fails these standards, the County will replace it as soon as possible.

~~SECTION 5. THE COUNTY AGREES TO ALLOW ALL EMPLOYEES TO WEAR CLOTHING PROVIDED BY THE UNION AND APPROVED BY THE FIRE RESCUE CHIEF FOR THE PURPOSE OF PHYSICAL TRAINING AND SPECIAL RESPONSE TEAMS.~~

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SECTION 25.06 AERO-MEDICAL TEAM UNIFORMS

Section 56. — Safety ~~U~~niform items purchased, issued, and maintained by the County for ~~the~~ Aero-Medical Response Team personnel will be approved by the ~~Department~~ Safety Committee.

~~Article 08.~~ ~~ARTICLE 24. EMPLOYEE WORK SCHEDULES~~

~~ALL ITEMS WERE REMOVED AND REFERENCED TO O.S FOR K DAY SELECTIONS. SEE COMMENTS FOR OTHER MOVED ITEMS~~

~~Section 1. Shift Employees~~ ~~— The average workweek for shift employees shall be forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) continuous hours off duty with a Kelly Day to cycle once every seven (7) shifts. Unscheduled sick leave will not be used in the calculation for overtime unless a physician's note is provided or otherwise as unless approved by the Fire Rescue Chief, or designee. Mandatory physicals, State of Emergency, and holdover shall not be subjected to the physician note requirement as it relates to unscheduled sick leave. The standard three (3) platoon A, B, C twenty-four (24) hour shift schedule shall remain in effect. Up to twelve (12) employees may be permitted scheduled vacation time off, per shift, not including Kelly Days.~~

~~The specific procedure for assignment of Kelly Days shall be as follows:~~

- ~~a) — Kelly Days will be selected before holiday selections are made for all employees except Mechanics. The selection of Kelly Days shall be determined by shift based on seniority. This selection process will have restrictions on the positions of Captain, EMS Captain, Battalion Chief, Firefighter Paramedic, and Firefighter EMT such that no more than fifty percent (50%) of the total number of each position may select the same Kelly Day on the same shift.~~
- ~~b) — Implementation of Kelly Day selection will take place annually at the beginning of the first full twenty-one (21) day FLSA pay cycle that coincides with a fourteen (14) day pay cycle, each January or as soon as possible if cycles do not coincide in January.~~
- ~~c) — Kelly Days may be exchanged within the same cycle by employees of the same rank and assignment.~~
- ~~d) — If an employee requests a transfer or accepts a promotion or is assigned into a new classification the employee's selection of Kelly Day shall be based on the remaining days available on the shift to which the employee is to be transferred.~~

~~Section 2. Non-Shift Employees~~ ~~The workweek for non-shift employees shall be forty (40) hours a week.~~

~~Section 3. — Shift employees will begin their assigned shift at 8:00 AM and will end at 8:00 AM the following day. All other personnel (non-shift) will begin their assigned workday at a time designated by the Fire Rescue Chief.~~

~~Section 4. — The Labor Management Committee will be used to resolve any conflicts in the application for Kelly Days for the duration of this Agreement.~~

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Article 09-ARTICLE 26. **ARTICLE 25 — EDUCATION**

SECTION 26.01 EDUCATION

~~Section 4. Education Colleges and Universities~~—Any full-time ~~bargaining unit~~ employee who has successfully completed the new hire probationary period, with approval of the Fire Chief before the beginning of a college class/course at any accredited college or university, job related certification course, conference, and/or symposium shall be entitled to a tuition reimbursement based on the following:

Grade Received	Percentage of Reimbursement
(Up to \$2,500 Maximum per employee)	
A	100%
B	75%
C	50%
D	0%
F	0%

For classes without a grading scale the reimbursement will be one-hundred percent (100%) for successful completion and zero percent (0%) for failure to complete the class successfully.

Reimbursement total will be credited to the Fiscal Year in which the classes are completed.

To be eligible for reimbursement, employees must meet the requirements listed below and pay for the class, job related certification course, conference, and/or symposium when registering.

(b) The Fire Reseue Chief or his/her designee shall make the determination if the class material is job related.

(a)

(c) Pre-approval in writing from the Fire Reseue Chief or his/her designee for reimbursement will be obtained before the employee begins the class, failure to obtain pre-approval will forfeit the employee's right to reimbursement for the class.

(b)

a) The employee may receive reimbursement for no more than six (6) classes per fiscal year under this section and the employee must pass each class with a minimum of a "C" or higher to be eligible for this reimbursement based upon the grade schedule above.

(d) Reimbursement will include only credit hour (or tuition if non-credit class) fees and lab fees.

(c)

(e) Registration fees, application fees, late fees, additional costs, and fees assessed by the educational institution, and books, or media costs will not be reimbursed by the County and are the sole responsibility of the employee.

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(d)

(f) When the class is completed, the employee must submit proof of payment, passing grade of "C" or higher or successful class completion proof for classes without a grading scale.

(e)

(f) Employees shall submit for reimbursement within thirty (30) calendar days of completing their course. Failure to submit course completion within thirty (30) calendar days may result in forfeiting your tuition reimbursement.

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SECTION 26.02 TUITION REIMBURSEMENT

Section 4. —The County agrees to budget an amount for each fiscal year not to exceed one hundred and twenty-five thousand dollars (\$125,000) for tuition reimbursement ~~the purpose of reimbursement of education obtained from Section 1 and Section 3 of this Article. In the event the budget amount is reached at any time during the fiscal year or a pending course approval will cause the amount to be exceeded, then no further classes/courses will be approved for reimbursement for the remainder of the fiscal year. If a significant operational benefit will be gained from the education/training, then the Fire Reseue-Chief may consider a budget amendment to accomplish the education/training. If the employee chooses to take a class/course after the time limit is reached, then all costs will be the responsibility of the employee and reimbursement shall not be submitted for that completed class/course in the following fiscal year.~~

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SECTION 26.03 PROGRAM SPONSORSHIP

Section 2. Paramedic Program Sponsorship ~~Fire Reseue~~ Department personnel may attend a Florida approved Paramedic program, which will include the following conditions and provide:

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- a) ~~Reimbursement~~ The County will pay for tuition, books, and laboratory fees and any other fees associated with the program upon successful completion of course directly to the school. Pass 100%, Fail 0%.
- b) Commitment to perform Paramedic skills whenever instructed by the Fire ~~Reseue~~ Chief or designee for three (3) years with ~~Martin County Fire Reseue~~ the Division-Department after successful completion of ~~Martin County Fire Reseue's Paramedic Checkoff Program~~ becoming a Protocoled Paramedic; or reimburse the County for all expenses incurred in the employee's education (expenses also include coverage costs, if applicable). At the discretion of the Fire ~~Reseue~~ Chief this may be prorated.
- c) Interested and qualified employees ~~will may~~ be sponsored each year, and the Fire ~~Reseue~~ Chief or his/her designee will make selection.
- d) ~~Qualified employees will be required to sign the "Paramedic Sponsorship Program Memorandum of Agreement".~~
- e) ~~The County will provide coverage for the sponsored employee while he is attending any related required course or testing. If the employee needs to be at a testing location out of the local area they will be given reasonable time off the shift prior to that approved travel.~~
- f) ~~The County will provide coverage for the employee while he is attending classes, clinical time, scheduled Ride Time or any other related class time as part of the curriculum of the Paramedic Program.~~
- f) ~~Uniform Allowance provisions under Article 23 may be used for Paramedic Program and/or Fire Academy uniform requirements.~~
- g) The Fire ~~Reseue~~ Chief may waive the probationary requirement for the Paramedic Program.

Section 3. ~~Bargaining Unit employees, who have successfully completed any job-related training courses or certifications not provided by an accredited college or university, shall be reimbursed for 100% of course costs based upon the following:~~

- ~~a) To be eligible for reimbursement, employees must pay for entire course when they register or enroll. The employee may be reimbursed for no more than two thousand five hundred dollars (\$2,500) per fiscal year under this section.~~
- ~~b) The courses must be job related, and the employee must submit proof of payment and certification of completion before reimbursement.~~
- ~~c) The Fire Rescue Chief or his/her designee shall make the determination if the course material is job related.~~
- ~~d) Pre-approval in writing from the Fire Rescue Chief or his/her designee for reimbursement will be obtained before the employee begins the course, failure to obtain pre-approval will forfeit the employee's right to reimbursement for this course.~~
- ~~e) When the course(s) is completed the employee must submit proof of payment and successful course completion proof.~~

Section 4. ~~The County agrees to budget an amount for each fiscal year not to exceed one hundred and twenty five thousand dollars (\$125,000) for the purpose of reimbursement of education obtained from Section 1 and Section 3 of this Article. In the event the budget amount is reached at any time during the fiscal year or a pending course approval will cause the amount to be exceeded, then no further classes/courses will be approved for reimbursement for the remainder of the fiscal year. If a significant operational benefit will be gained from the education/training, then the Fire Rescue Chief may consider a budget amendment to accomplish the education/training. If the employee chooses to take a class/course after the time limit is reached, then all costs will be the responsibility of the employee and reimbursement shall not be submitted for that completed class/course in the following fiscal year.~~

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ARTICLE 27. PAYROLL

SECTION 27.01 SECURITY

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Section 6. — The County will make every effort to assure security of information on paychecks and/or paycheck stubs at all times. This may include, but may not be limited to, the deletion of confidential printed information as defined in Florida State Statutes, as well as physical security measures at all holding levels/locations.

SECTION 27.02 PERFORMANCE

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Section 1. — The Performance Pay Plan will be effective each October 1 through September 30, with the first year beginning on October 1, 2020/2023. The employee must perform in a satisfactory manner, which requires the employee to obtain a score of seventy-five (75) percent (75%) or higher on his performance evaluation rating form that is currently used by the Department. If the employee scores less than seventy-five (75) percent (75%) on his/her/their performance evaluation, then he/she/they will keep his/her/their current salary and not advance to the next step. If the employee is at Step 10 and receives a score of less than seventy-five (75) percent (75%), they will be placed on a Performance Improvement Plan (PIP) for three (3) months. The employee's performance will be reviewed again in three (3) months after his/her/their anniversary date in order to correct any performance deficiencies. At the end of the three (3) month review period and if the employee scores seventy-five (75) percent (75%) or higher, the employee will be placed in the higher step for his/her/their classification, or will be removed from the PIP, whichever is applicable. If the employee receives a second unsatisfactory score, the employee will maintain his/her/their current salary until his/her/their next anniversary date and review period or will remain on the PIP, whichever is applicable. If the employee fails to obtain a satisfactory performance evaluation in the next Fiscal Year, the employee may be discharged from the County.

~~Provided employees meet the performance evaluation criteria outlined above, Employees not at the maximum of their applicable step, will receive a merit-step increase after successful completion of the performance evaluation, effective on the first day of the pay period following their anniversary date.~~

~~Provided employees meet the performance evaluation criteria outlined above, employees at the maximum pay of their applicable pay grade shall receive a three percent (3%) lump sum payment. Said payment will be calculated as three percent (3%) of the employee's base pay and shall not be inclusive of additional pay items and/or assignment pay items. Payment will be effective on the first day of the pay period following their anniversary date. This lump sum is not applicable if the additional adjustment provided to employees in Section 2, is greater than or equal to six percent (6%) and brings the employee to the maximum step of their current job classification. If employee reaches Step 10 from Section 2, of this article they will still receive a lump sum on their anniversary each year forward. They will be considered for a performance step on their anniversary date whenever a higher maximum rate of pay for their classification is established in the future.~~

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Section 2—Pay Plan

~~The pay plan outlined in Appendix B will take effect on the first full pay period in October 20230.~~

~~The pay plan outlined in Appendix C will take effect on the first full pay period in October 20241.~~

~~The pay plan outlined in Appendix D will take effect on the first full pay period in October 20252.~~

SECTION 27.03 PARAMEDIC RELIEF FROM DUTY

Section 3. —A Firefighter Paramedic may request to be relieved from performing Paramedic duties temporarily, not to exceed sixty (60) ~~calendar~~ days. The Fire ~~Reserve~~ Chief ~~or his/her designee~~ may grant a request and the duration. The employee will be placed at the same step of Firefighter EMT level for the period of time the employee did not perform as a Firefighter Paramedic.

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SECTION 27.04 OFFICER INCENTIVE

Section 4. ~~A Captain or higher ranking officer, certified as a Fire Officer I~~ The following positions will receive a ~~n~~ additional two percent (2%) salary increment added to their base rate of pay that is applicable to the employee's current classification. Such increase is ~~not cumulative and~~ will continue so long as the employee retains the certification by training and retraining requirements. Upon failure ~~by the Captain~~ to maintain the Fire Officer ~~I~~ certification, the additional two percent (2%) will be deducted from their base pay.]

Lieutenant – Fire Officer I

Captain – Fire Officer II

Battalion Chief – Fire Officer III

~~EMPLOYEES CERTIFIED AS A DRIVER ENGINEER OR FIRE INSTRUCTOR BY THE STATE OF FLORIDA SHALL RECEIVE AN ANNUAL LUMP SUM OF \$750 PER CERTIFICATION. SUCH PAYMENT WILL CONTINUE SO LONG AS THE EMPLOYEE RETAINS THE CERTIFICATION BY TRAINING AND RETRAINING REQUIREMENTS. UPON FAILURE BY THE EMPLOYEE TO MAINTAIN THE CERTIFICATION(S), THE LUMP SUM PAYMENTS WILL CEASE.~~

SECTION 27.05 PROMOTIONAL PAY INCREASES

Section 5. Promotional Pay Increases Employees promoting to a new position shall be placed in the identical step on the corresponding position scale. For example: a step three (3) Firefighter EMT will be promoted to a step three (3) Firefighter Paramedic. A step three (3) Firefighter Paramedic will be promoted to a step three (3) ~~Captain Paramedic~~ Lieutenant.

~~Once an employee of any rank has been certified as a Paramedic by the State, the County will provide a minimum of three (3) months training and a minimum of five (5) consecutive shifts of shadowing to complete the Paramedic checkoff program. All Firefighter EMTs that have a state of Florida paramedic certification and have completed the training and shadowing programs successfully will be promoted to Paramedic at the approval of the Fire Rescue Chief and Medical Director.~~

~~SECTION 01.01 SECTION 6. THE COUNTY WILL MAKE EVERY EFFORT TO ASSURE SECURITY OF INFORMATION ON PAYCHECKS AND/OR PAYCHECK STUBS AT ALL TIMES. THIS MAY INCLUDE BUT MAY NOT BE LIMITED TO~~

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~~DELETION OF CONFIDENTIAL PRINTED INFORMATION AS DEFINED IN
FLORIDA STATE STATUTES AS WELL AS PHYSICAL SECURITY MEASURES AT
ALL HOLDING LEVELS/LOCATIONS.~~

SECTION 27.06 PROMOTIONAL DATES

Section 7. Promotional Dates An employee who is promoted shall retain ~~his/her~~ their original anniversary date.

SECTION 27.07 PAY CHANGE EFFECTIVE DATE

Section 8. Pay Change Effective Date Negotiated pay changes, other than ~~merit~~ steps, shall take effect on the first full pay period following the beginning of each fiscal year of this Agreement. Any other pay changes, including merit, will take effect at the beginning of the pay period following the change.

SECTION 27.08 NEW HIRE PROBATIONARY PAY

Section 9. New Hire Probationary Pay

New Employees hired on or after October 1, 2019 shall be placed at step one (1) of the pay plan for their assigned class effective October 1, 2020. Upon successful completion of new hire probation, as defined in Article 13, the employee shall be placed at the step two (2) level for their assigned class at the beginning of the next pay period.

Paramedics hired after October 1, 2023 with at least 2 years of experience from another governmental fire department that provides EMS response or an entity that is contracted to provide 911 EMS response will be placed at step one (1) of the pay plan for their assigned class and then moved to step two (2) after successful completion of new hire probation at the beginning of the next pay period.

Qualifying paramedics who are moved to step two (2) in accordance with the above paragraph and that receive a seventy-five (75%) or higher on their initial annual evaluation and complete the Martin County paramedic check off shadowing and training requirements within the first year of their employment will also receive a merit increase of one (1) additional step.

SECTION 27.09 PAY PLAN

The pay plan outlined in Appendix B A will take effect on the first full pay period in October 2023.

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The pay plan outlined in Appendix ~~BCA~~ will take effect on the first full pay period in October 2024.

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The pay plan outlined in Appendix ~~CDA~~ will take effect on the first full pay period in October 2025.

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ARTICLE 28. SPECIALTY TEAMS

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SECTION 1. OPERATIONAL RESPONSE TEAMS

Section 28.01 OPERATIONAL RESPONSE TEAMS

~~(a)~~ Hazardous Materials Response (HazMat) Team

~~(a)~~

~~(b)~~ Members will meet and maintain the following:

- ~~(i)~~ Be approved ~~for by~~ the Fire Chief
- ~~(ii)~~ Have a minimum of one hundred sixty (160) hours of approved training (as defined by the State Fire Marshal's office), possess, and maintain Florida State Hazardous Materials Technician certification.
- ~~(iii)~~ Team members must maintain forty (40) hours of CEUs as defined by the Team Coordinator.
- ~~(iv)~~ Must pass a HazMat Tech physical and the results filed before becoming active in the field.
- ~~(v)~~ Members who are assigned to the HazMat Team by the Fire Rescue Chief or Designee, with the recommendation of the coordinator, and who maintain a Florida State Hazardous Materials Technician certification will receive ninety dollars (\$90) per week added to their regular pay.

Members will be assigned to the respective station determined by Fire Rescue Administration.

~~(vi)~~

~~(c)~~ Special Operations Team

~~(b)~~

Members will meet and maintain the following:

- ~~(i)~~ Be approved ~~for by~~ the Fire Chief
- ~~(ii)~~ Members must have a minimum of Advanced Open Water Diver certification.
- ~~(iii)~~ Technical rescue training as approved by the Fire Rescue Chief with recommendation of the coordinator.
- ~~(iv)~~ Members who are assigned to the Special Operations Team by the Fire Rescue Chief or designee, with the recommendation of the coordinator, will receive ninety dollars (\$90) per week added to their regular pay.
- ~~(v)~~ Effective October 1, 2020, all new members must have the following requirements: Rope Rescue Operations, Confined Space Operations, Trench Rescue Operations, Vehicle Machinery Operations, Structural Collapse Operations, Open Water Dive, and Advanced Dive and Public Safety DRI.

Members will be assigned to the respective station determined by Fire Rescue Administration.

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(e)

(d)(c) Aero-Medical Response Team:

Members will meet and maintain the following:

- (i) Be approved ~~for~~ by the Fire Chief.
- (ii) Members must have a minimum of three (3) years' experience as a Protocoled Paramedic.
- (iii) Members must possess and maintain Florida State required Aero-Medical flight certification, Critical Care Paramedic and/or FP-C or equivalent, BTLIS or PHTLS, and PALS or equivalent.
- (iv) Members who are assigned to the Aero-Medical Response Team with the recommendation of the coordinator, will receive ninety dollars (\$90) per week added to their regular pay.
- (iv)(v) Members will be assigned to the respective station determined by Fire Rescue Administration.

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(b)(d) Breathing Apparatus Team:

Members will meet and maintain the following:

- (i) Be approved ~~for~~ by the Fire Chief.
- (ii) Members must be certified and maintain certification of equipment by manufacturer.
- (iii) Members must perform required and related maintenance and inspections of the Department's breathing apparatus.
- (iv) Members who are assigned to the Breathing Apparatus Team ~~by the Fire Rescue Chief or designee~~, with the recommendation of the coordinator, will receive forty-five dollars (\$45) per week added to their regular pay.
- (iv) ~~Members will be assigned to the respective station determined by Fire Rescue Administration.~~

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SECTION 28.02 FUNCTIONAL TEAMS

(a) Fire Explorer Team:

Members will meet and maintain the following:

- (i) Be approved by the Fire Chief.
- (ii) Members must be available to attend various meetings on or off duty.
- (iii) Members who are assigned to the Fire Explorer Team with the recommendation of the coordinator will receive forty-five dollars (\$45) per week added to their pay.
- (iv) No member of this team shall be paid overtime/callback pay to attend meetings or perform other functions required of team members.

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(b) Media Team:

Members will meet and maintain the following:

- (i) Be approved by the Fire Chief and Team Coordinator
- (ii) Members assigned to the Media Team will receive forty-five (\$45) dollars per week added to their pay.

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(c) Honor Guard Team:

Members will meet and maintain the following:

- (i) Be approved by the Fire Chief and Team Coordinator
- (ii) Members assigned to the Honor Guard will receive forty-five (\$45) dollars per week added to their pay.

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EXTRA DUTIES

a) EMPLOYEES WHO ARE APPROVED/ASSIGNED BY THE FIRE RESCUE CHIEF TO PERFORM LOGISTICS OR SUPPORT ACTIVITIES, WHICH REQUIRE ACCURATE RECORDS OF ALL SUPPLIES AND EQUIPMENT, SHALL RECEIVE

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FORTY FIVE DOLLARS (\$45) PER WEEK ADDED TO THEIR REGULAR PAY, AS LONG AS THEY ARE ASSIGNED.

b) EMPLOYEES WHO ARE ASSIGNED TO OTHER EXTRA DUTY SUPPORT TEAMS INCLUDING PUBLIC EDUCATION AND FIELD COMMUNICATIONS UNIT, WILL RECEIVE PAY AT THEIR RESPECTIVE TIME AND ONE HALF RATE CALLBACK PAY FOR ALL DEPARTMENT REQUIRED ASSIGNMENTS OUTSIDE THEIR NORMAL DUTY HOURS.

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SECTION 28.03 TEAM COORDINATORS

Section 3:

Team Coordinators

Employees who are assigned by the Fire Chief or designee to coordinate the activities of the HazMat, Special Operations Team, HazMat Breathing Apparatus Team, Aero-Medical Response Team, Honor Guard Team, Media Team, and/or Labor Management in Explorer Team shall receive two dollars (\$2) per hour added to base pay and half team pay. This pay is in lieu of normal special teams pay and shall continue only while the employee is assigned as a coordinator. Team Coordinators of an Operational Response Team shall only be a member of one team. Team Coordinators of a Functional Team may be a paid member of an Operational Response Team at the discretion of the Fire Chief. Battalion Chiefs shall not be a paid member of any team unless they are a Team Coordinator.

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SECTION 28.04 TEAM MEMBERSHIP

Removal from Teams

Team Coordinators and members will not be removed from assigned status without documented just cause.

Paid Team Membership Limits

Employees may join any team they wish (subject to approval); however, no employee shall be entitled to a roster spot for both HazMat, and Special Operations or Aeromedical teams concurrently. Employees may not earn more than one hundred thirty-five dollars (\$135) per week for team pay, with the exception of except for the Team Coordinator. Team Coordinators shall only be a member of one team. Battalion Chiefs shall not be a paid member of any team unless they are a Team Coordinator.

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Team Coordinators and members will not be removed from assigned status without documented just cause.

Paid Team Minimums/Maximum

Minimum/Maximum paid roster levels are listed below. Adjustments to roster levels shall be discussed by the Labor Management Team Committee as needed.

Team Name	<u>Minimum/Maximum Paid</u> Roster	Coordinator
<u>Hazardous Materials Team (HMT)</u> Mat	30	1
<u>Special Operations Team (SRT)</u>	30	1
<u>Aero-Medical Team (AIR)</u>	15 active flight status	1
<u>Breathing Apparatus Team (BAT)</u>	3	1
Labor Management <u>Fire Explorer Team (FET)</u>	85	1
<u>Field Training Instructor</u>	30	0
Training and Education Production <u>Media Team (MT)</u>	35	01
<u>Honor Guard (HG)</u>	9	1

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ARTICLE 29. CALLBACK PAY

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SECTION 29.01 CALLBACK

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~~Section 1, Callback~~—All employees covered by this Agreement who are called back to work from off duty or required to return to work for, including but not limited to, training, Special Teams, public education, or special detail shall be paid for a minimum of two (2) hours at the callback rate of pay. ~~Employee who are delayed from being dismissed from duty because of a lack of replacement for more than thirty (30) minutes will be paid for actual time worked at the overtime callback rate.~~

Vacancies that require a callback will be filled with step-ups first. In the event that a step-up creates a new vacancy and overtime is required to fill that position, overtime will be offered to the lowest qualified pay class.

~~Unscheduled sick leave will not be used in the calculation for overtime unless approved by the Fire Chief.~~

SECTION 29.02 EXTENDED DUTY

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~~Section 2, Extended Duty~~ Employees required to work past their scheduled shift ending time shall be paid for the actual time worked at the normal overtime rate.

SECTION 29.03 CANCELLATION OF OVERTIME

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~~Section 3, Cancellation of Overtime~~ If a scheduled overtime assignment must be cancelled or reduced in length, the employee scheduled to work said overtime shall be notified prior to arriving at their assignment. If the employee arrives at work prior to notification, the employee shall be compensated for four (4) hours callback pay beyond what they may have worked to that point. ~~In that case, the employee's name shall return to the top of the overtime list.~~

All callback and overtime will be paid in fifteen (15) minute increments.

~~Article 10~~ **ARTICLE 30. SPECIAL EVENTS**

The County provides coverage for special events upon the request of the event organizer and charges a fee for services. Participation in the event is strictly voluntary ~~and~~ ~~Personnel~~ that are offered time to work the event will be subject to the flat rate schedule below and will not receive overtime for the event.

Position	Flat Hourly Rate
Firefighter EMT	\$ 40 per hour
Firefighter Paramedic	\$ 45 per hour
Driver Engineer	\$ 45 per hour
Rescue Lieutenant	\$ 46 per hour
Captain	\$ 48 per hour
Captain and EMS Captain	\$ 49 per hour
Battalion Chief	\$ 55 per hour

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ARTICLE 31. CAREER PERFORMANCE INCENTIVE PROGRAM

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SECTION 31.01 CAREER INCENTIVE 1995

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Section 1.—Employees who are covered under the following Career Performance Incentive Program as of September 30, 1995 will continue to be covered by said Program:

- A. Completion of ten (10) continuous (uninterrupted/paid) service 5%.
- B. Completion of fifteen (15) continuous (uninterrupted/paid) service 5%.

SECTION 31.02 LONGEVITY

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Section 21.—Effective October 1, 2011, employees ~~hired~~ hired prior to October 1 on or before September 30, 2011, who have completed:

Five (5) years of continuous (uninterrupted) paid County service with five (5) consecutive annual performance evaluations with a score of seventy-five percent (75%) or higher will receive \$1,500 annually (or \$57.69 biweekly, which is not added to their base pay).

Ten (10) years of continuous (uninterrupted) paid County service with five (5) consecutive annual performance evaluations with a score of seventy-five percent (75%) or higher will receive \$3,000 annually (or \$115.38 biweekly, which is not added to their base pay).

Fifteen (15) years of continuous (uninterrupted) paid County service with five (5) consecutive annual performance evaluations with a score of seventy-five percent (75%) or higher will receive \$4,000 annually (or \$153.85 biweekly, which is not added to their base pay).

Twenty (20) years of continuous (uninterrupted) paid County service with five (5) consecutive annual performance evaluations with a score of seventy-five percent (75%) or higher will receive \$5,000 annually (or \$192.31 biweekly, which is not added to their base pay).

The amounts are specific to each level and are not cumulative.

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All career performance incentive programs are subject to payroll deductions.

~~If an employee reaches any level of this program without achieving five (5) consecutive performance evaluations with a score of seventy five percent (75%) or higher, the employee shall not receive the incentive pay for level in question. The employee will continue to be paid for any previous incentive pay earned prior to that point. The employee will become eligible for the level in question once five (5) consecutive annual performance evaluations with a score of seventy five percent (75%) or higher have been achieved. In that case the employee is entitled to the incentive from that point forward. There shall be no retroactive payments.~~

Employees hired on or after October 1, 2011, will not be eligible for five (5) or fifteen (15) year incentive pay.

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ARTICLE 32. MILEAGE ALLOWANCE

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The County shall attempt to provide transportation to an employee if that employee is required to change stations during duty hours. If no transportation is available, and if the employee has his own vehicle available, then the employee shall receive a ~~fifteen-twenty~~ (\$1520) dollar lump sum payment for each instance. It is the employee's responsibility to complete and submit the appropriate paperwork to receive this payment.

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ARTICLE 33. WORKING OUT OF CLASSIFICATION

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SECTION 33.01 ELIGIBILITY

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Section 2. For an employee to be eligible for step-up pay, the employee must work an aggregate total of ten (10) training shifts in that position to become eligible for the new rate of pay.

Only the Fire ~~Rescue~~ Chief or his/her designee may waive any or all of the ten (10) training shifts. The Fire ~~Rescue~~ Chief or his/her designee may appoint someone to a higher classification for the purposes of this Article.

SECTION 33.02 STEP-UP PAY

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In the event an employee works in a job classification higher than the rank he/she normally holds (i.e. ~~Driver Engineer, Lieutenant, Captain, Battalion Chief~~) he/she shall be paid an additional two dollars (\$2) per hour added to their current base rate of pay for ~~Driver Engineer~~, two dollars and fifty cents (\$2.50) per hour added to their current base rate of pay for ~~Lieutenant~~, three dollars (\$3) per hour added to his/her current base rate of pay for ~~Captain~~ and four dollars (\$4) per hour for ~~Battalion Chief~~. ~~'Floating' Captains will not be required to work in any lower job classification(s) with the exception of extenuating circumstances (hurricane, state of emergency, etc.).~~

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Section 4. In order to receive the higher rate of pay for the number of hours actually worked in the higher classification, the employee must work four (4) hours of the shift.

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SECTION 33.03 PARAMEDIC SHADOWING PAY

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Section 3. An employee who works in a higher job classification as a Firefighter Paramedic shall be paid an additional two dollars (\$2) per hour added to his/her current base rate of pay during the shadowing phase of the paramedic checkoff process.

ARTICLE 34. INSURANCE

SECTION 34.01 HOSPITALIZATION AND MEDICAL INSURANCE

~~Section 1. Hospitalization and Medical Insurance~~ Hospitalization and ~~m~~Medical ~~i~~Insurance is available for all employees and their eligible dependents. A dental program is also available for employees and their eligible dependents. The County will pay seventy-five percent (75%) of the premium for medical and dental insurance.

SECTION 34.02 LIFE INSURANCE

~~Section 2. Life Insurance~~ Group life insurance in the minimum amount of twenty-five thousand dollars (\$25,000) up to the highest amount available to all employees.

SECTION 34.03 HEALTH INSURANCE

~~Section 3.~~ Except as otherwise provided in this Agreement, the insurance coverage listed above shall be discontinued on the last day of the month the employee's employment is terminated, the employee quits, retires, or is laid off, subject to ~~the~~ approval of ~~the~~ insurance carrier, and in accordance with applicable laws.

~~Retirement Health Insurance Premium Coverage:~~

~~(a) Retirement Health Insurance Premium Coverage~~ Employees wishing to participate in the County's health insurance program upon retirement must have worked for Martin County for ten (10) years, twenty (20) years for employees hired on or after October 1, 2011, be at least fifty-five (55) years of age, or have worked for a Florida Retirement System (FRS) ~~e~~Employer for at least twenty-five (25) years, including ten (10) years with Martin County, ~~and~~ twenty (20) years for employees hired on or after October 1, 2011, regardless of age. The retired employee must be receiving retirement benefits from the FRS in order to participate in the program. The Defined Contribution Option ("lump sum"), as well as any other future retirement option made available by FRS, shall fulfill the eligibility requirements of this provision. For all eligible retired employees, the County's subsidy shall be seventy-five percent (75%) and shall become twenty-five percent (25%) upon the employee reaching Medicare eligibility age (currently age sixty-five (65)). ~~If the f~~Federal Medicare age is changed during the duration of this agreement, the County agrees to adjust the parameters of this provision to match newly established Medicare guidelines.

~~(a)~~
~~a)(b) Line of Duty Death~~ Health Insurance Survivor Benefits. Qualified survivors of an employee who dies while working within the scope of his/her employment with the County, or as a result of contracting any disease or illness covered under ~~f~~Federal or ~~s~~State presumption laws, shall be eligible for insurance benefits as provided for in ~~Article 34~~ of this Agreement.

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SECTION 34.04 ELIGIBILITY COVERAGE AND BENEFITS

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Section 4. —Eligibility coverage and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the County and the carrier. Any rebates or refunds on premiums paid by the County shall accrue to the County. With reference to the insurance set forth above, the County will continue to have the right to select the carrier, to change carriers and to become self-insured. It is further agreed that the only liability assumed by the County under this Article is to pay premiums as provided herein. Any claim dispute between the employee and the insurance carrier shall not be subject to the grievance procedure.

SECTION 34.05 PREMIUM INCREASE

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Section 5. —Any increase in the premiums described in ~~Section 1 and Section 2~~ of this Article will be shared between the County and the employee based upon their original percentage share of the premiums.

SECTION 34.06 OUTSIDE INSURANCE

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Section 6. —From time to time, the County may agree to assist outside insurance carriers in establishing individual contractual relationships with employees for additional insurance. Such additional insurance would be at the employee's option and at the employee's own expense, without any cost to the County. It is understood and agreed that such individual insurance contracts would be between the employee and the carrier, and the County would have no liability for premiums or any disputes between the carrier and the employee. Further, any dispute between the employee and the insurance carrier shall not be subject to the grievance procedure.

SECTION 34.07 HEALTH INSURANCE TASK FORCE MEETINGS

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Section 7. —The Union President ~~or his/her designee~~ will be notified ten (10) days in advance of any Health Insurance Task Force (or similar ~~health insurance~~ issues) meetings.

SECTION 34.08 PREVIOUS RETIREES

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Section 8. Previous Retirees —The County agrees to continue paying seventy-five percent (75%) of the health insurance premium coverage for spouse ~~or~~ dependents of any qualified retiree that is currently enrolled in coverage and receiving this benefit under previous agreements. There shall be no retroactive premium payments.

ARTICLE 35. DRUG FREE WORKPLACE/TESTING PROCEDURES

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Section 1. — The Firefighters and ~~the~~ County have a strong interest in ensuring that employees work in and promote a Drug Free Workplace.

Section 2. — The parties agree to follow the Drug Free Workplace Policy in effect. Changes to the Drug Free Workplace Policy during this Agreement affecting bargaining unit members shall be subject to impact bargaining.

ARTICLE 34. NONDISCRIMINATION

Article 12.

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~~The County and/or the Union will not unlawfully discriminate against employees covered by this Agreement because of membership or non-membership in the Union or legal activity as required in this Agreement on behalf of the members of the Union.~~

Article 13. ARTICLE 35 — UNION ACTIVITY

Moved to new Article 97, Union Business, Section 07.03 Union Activity

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~~Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union, while off duty, to present the views of the Union to the citizens on issues, which affect the welfare of its members as long as they are clearly presented views of the Union and not necessarily of the County.~~

~~Article 14.~~ **ARTICLE 36 – SEVERABILITY**

Moved to Article 1. Preamble, Section 01.04

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In the event that any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. If such action occurs, the Union and the County shall meet within fifteen (15) working days to agree upon a replacement Article(s).

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TA Management SN 06/12/2023

TA Union SO 6-13-23

Article 15. — ARTICLE 37 – UNION BUSINESS BANK – TIME POOL

Moved to new article 07. Union Business Sections 07.01 and 07.02

Section 1. — The Union may be permitted time while on duty to conduct union business (grievance hearings, contract negotiations, etc.) at the discretion of the Fire Rescue Chief or his/her designee so long as the union Union business does not incur overtime, unless approved by the Fire Rescue Chief or his/her designee and does not interfere with the operations of the Fire Department.

Section 2. Special Detail — The County recognizes the value of constructive labor/management relations and further recognizes that Union leadership is routinely called upon to assist and participate in County functions of an administrative nature. The County agrees to provide shift coverage as needed, on a case-by-case basis for Union personnel engaged in work that benefits the Department, and/or the Community. Coverage for work done solely for the benefit of the Union shall not be eligible. The Fire Rescue Chief or his/her designee shall make the final determination as to whether a request for coverage meets these criteria.

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Article 16. ~~ARTICLE 38 - GENERAL~~

Moved entire article to Article 3, General

Section 1. — Masculine pronouns used herein shall refer to men or women or both. The use of masculine job classification titles shall be construed as including both genders.

Moved to Article 3, General, Section 03.03

Section 21. — Nothing contained in this Agreement shall prevent supervisors not in the bargaining unit from performing the same similar work as bargaining unit employees on a temporary basis such as in an emergency, workload buildup, staffing problems, employee training, etc.

Moved to Article 3 General, Section 03.04

Section 32. — Unless otherwise stated in this Agreement, references to "days" shall mean calendar days and not workdays. Reference to "working days" shall mean Monday through Friday inclusively unless otherwise stated in this Agreement.

Section 43. — ~~The Fire Chief shall include any designee appointed or identified by the Fire Chief.~~

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Article 17. ~~ARTICLE 39~~ — LABOR MANAGEMENT

Moved to article 09—Labor Management

The County and the Union recognize the importance of good labor management relations. ~~There shall be a Labor Management Committee in this Agreement, which shall consist of at least six (6) members. Three (3) members shall be appointed by the Union and three (3) members shall be appointed by the Fire Rescue Chief or his/her designee. The Committee shall be used wherever it is specified in this Agreement, but subjects discussed by the Labor Management Committee will not be limited to only those specified in this Agreement. The Committee shall not engage in collective bargaining or the resolution of grievances.~~

The Labor Management Committee shall meet ~~a least once (1) time per month unless it is determined by the Committee that more meetings will aid the Labor Management relations and progress. The meeting time and location shall be mutually agreeable to both parties. The County will cover the employee for any on duty time off necessary, whenever possible, to attend meetings.~~

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Article 18. ~~ARTICLE 40 – SAFETY STAFFING~~

~~Deleted entire article~~

Section 1. — All bargaining unit positions within Martin County Fire Rescue shall be filled by bargaining unit employees, except where career members of the Fire Rescue Administration work in a bargaining unit position due to but not limited to: vacancies, shortages, training or budget shortfalls.

Section 2. — The County and the Union recognize that public and firefighter safety and staffing efficiency and effectiveness are issues of mutual concern. The County agrees to not reduce current staff levels (as shown in Section 3, Table 1) on apparatus.

Section 3. Staffing Matrix — Current Staffing levels on apparatus shall not fall below values shown in Table 1 below: The minimum staffing of a front line fire apparatus (engine, quint/aerial) is based upon the daily shift assignment; this Article in no way inhibits the County's ability to respond to a single incident. I.E. If a firefighter steps off the fire apparatus to accompany the rescue to the hospital. This example will not inhibit the ability of the fire apparatus to respond under the discretion of the Officer assigned to the unit.

Apparatus	Personnel Assigned		
Rescue/Ambulance — Under 2,000 calls	Firefighter Paramedic (Firefighter EMT in paramedic shadowing phase may satisfy this requirement)	Firefighter EMT	
Rescue/Ambulance — Over 2,000 calls	Firefighter Paramedic	Opt 1 — Firefighter Paramedic Opt 2 — Firefighter EMT in Paramedic Shadowing Opt 3 — Firefighter EMT in Paramedic check off	Firefighter EMT — Staffed only if

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			option 3 is implemented
Engine (BLS)	Captain	Firefighter-EMT	
Engine (ALS) — Option 1	Captain	Firefighter-Paramedic	Firefighter-EMT
Engine (ALS) — Option 2	Captain-Paramedic or Step-up-Captain Paramedic	Firefighter-EMT	Firefighter-EMT
Ladder/Aerial Apparatus (BLS)	Captain	Firefighter-EMT	* See Section 5 below
Ladder/Aerial (ALS) — Option 1	Captain	Firefighter-Paramedic	Firefighter-EMT
Ladder/Aerial (ALS) — Option 2	Captain-Paramedic or Step-up-Captain Paramedic	Firefighter-EMT	Firefighter-EMT
LifeStar	Firefighter-Paramedic/RN (preferred)	Firefighter-Paramedic/RN (preferred)	
	OR Firefighter-Paramedic	OR Firefighter-Paramedic	

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Section 4. Current Ladder Truck Staffing The County currently operates three (3) ladder truck apparatus. Two (2) of these apparatuses have three (3) personnel and one (1) apparatus has two (2) personnel. The County and the Union agree that three (3) personnel should be the minimum staffing level and further agree to make it a priority to add a third person to the ladder truck that is currently staffed with two (2) personnel.

Section 5. Flexing ----- For the purposes of this Agreement, the term "Flexing" is defined as having staffing levels at any station or location that are inadequate to allow both a fire suppression vehicle (engine, quint, platform, ladder truck, etc.) and a rescue vehicle (ambulance) to respond simultaneously from that station or location with minimum staffing as set forth in this Article. Martin County Fire Rescue shall not operate in "Flexing" mode with respect to fire suppression vehicles and/or rescue vehicles. Brush trucks and tankers are excluded and may operate in "Flexing" mode.

Section 6. Second Firefighter Paramedic on Rescues The call volume of all rescue units shall be evaluated annually. If a rescue unit exceeds 2,000 calls in any year, that rescue unit shall be staffed by two (2) Firefighter Paramedics, with the second Firefighter Paramedic replacing the Firefighter EMT.

Section 7. Special Up Staff When Martin Fire Rescue requires extra daily staffing for units such as brush trucks and tankers due to wildfire or other unusual threats these vehicles shall be staffed with (at minimum) a Captain or Step Up Captain and at least one Firefighter EMT or Firefighter Paramedic.

Section 8. Expiration ----- Once the County has one hundred thirty-five (135) or greater functioning Firefighter Paramedics, Captain Paramedics will no longer be required to function as the sole Paramedic on an ALS unit. Should the number of functioning Firefighter Paramedics fall below the one hundred thirty-five (135) limit, Captain Paramedics will be required to function as a Paramedic when necessary. For each additional ALS apparatus that is placed in service and/or reaches the 2,000 call threshold an additional three (3) Firefighter Paramedics will be added to the Firefighter Paramedic number requirement regarding the utilization of Captain Paramedics.

Section 9. Supervisory Staffing Daily minimum staffing will include eight (8) badged officers. The following matrix will be utilized:

Position	Badge Officer Requirement
Battalion Chief	1

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EMS Captain	4
Captain EMT/Paramedic	6

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MATERNITY - TEMPORARY DUTY

Moved entire article to Article 20 - Temporary Duty

Section 1. — In the event an employee cannot continue to work in the street due to pregnancy, she they may be reassigned. The employee must have her their physician's order to be reassigned from a combat position.

Section 2. — The County will attempt to reassign the employee within the Fire Rescue Department. If the employee is reassigned to duty related to their current position, then the employee's salary and retirement contribution would not change.

Section 3. — In the event a position is unavailable within the Department, the County will attempt to find another position or temporary position in another Department, provided she they meets the minimum qualifications and is are medically able to perform the essential duties of the new position. The employee will be paid at least her their base rate of pay or the minimum of the pay range of the new position whichever is greater.

Section 4. — The employee who has been temporarily reassigned may return to her their normal position provided she they submits medical documentation that states she is they are physically able to return to her their combat position.

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ARTICLE 36. STANDBY TIME

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Section 1. — In order to provide coverage for service during off-duty hours, it may be necessary to assign and schedule certain employees to standby duty. A standby duty assignment is made by the Fire ~~Rescue Chief, or his/her designee~~ who requires an employee to be available for work on off duty time, which may include nights, weekends, or holidays.

Section 2. — The Department will seek employees willing to volunteer whenever possible, consistent with an equitable distribution of standby time within a work area, classification, shift, and ~~consistent with~~ skill and ability. If no employee is willing to volunteer for a standby assignment, qualified employees shall be required to take the assignment in order to maintain effective, proper, and superior service to the community.

Section 3. — An employee placed on standby will be instructed by his ~~their~~ supervisor as to the means or method ~~they~~ must follow to respond to a call to work in a timely manner. In the event an employee who is on standby duty fails to respond timely to a call to work, ~~he/she~~ they shall be subject to disciplinary action and/or loss of the standby pay.

Section 4. — When the County requires an employee ~~(standby which applies to all bargaining unit Union employees)~~ to actually standby and be available for work on off-duty time, the employee shall be compensated fifty dollars (\$50) for scheduled standby time during any consecutive twenty- four (24) hour period.

Section 5. — When called to work while designated as being on standby duty, the employee shall be paid for a minimum of three (3) hours at the Callback rate of pay. Hours after the first three (3) shall be paid at the Callback rate.

Section 6. — Standby time away from work shall not count as hours “worked” for the purpose of computing overtime pay.

Section 7. — Employee(s) who are on standby will be mentally and physically fit when reporting for standby work and performing duties as required. An employee will not consume alcoholic beverages or illegal drugs while on standby.

~~Article 19.~~ **ARTICLE 43 – REPLACEMENT OF PERSONAL PROPERTY**

~~Moved entire article to article 24. Standards and Equipment, section 24.03~~

The County agrees to reimburse employees in an amount up to and no more than three hundred dollars (\$300) in a calendar year; or the actual repair cost or value of the damaged property, whichever is less for prescription eyeglasses. The County will reimburse employees in an amount up to and no more than one hundred fifty dollars (\$150) for contact lenses, watches, and stethoscopes stolen or damaged in the line of duty through no fault or negligence. The employee cannot receive any more than an aggregate total of three hundred dollars (\$300) in a calendar year. Reimbursement shall be made subject to approval of the Fire Reseue Chief after completion of an incident report filed by the employee, police report if stolen, and provided adequate proof is presented to the appropriate supervisor.

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~~Article 20.~~ **ARTICLE 14 – SICK LEAVE BANK**

~~Moved to Article 18: Annual Leave, section 18.04~~

Section 1. — Sick Leave Bank shall be made up of donated sick leave from bargaining unit employees. To donate sick leave to the Sick Leave Bank, employees must maintain a balance of one hundred twenty (120) hours in their individual sick leave accounts.

Section 2. — Employee may be eligible for the Sick Leave Bank after exhausting all sick and vacation leave. The Executive Board of the Union will make final approval of all use of sick leave from the Sick Leave Bank.

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ARTICLE 37. BENEFITS INCLUSION

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The County agrees to include the ~~Firefighters and Paramedics Local Union~~ members in any other benefit programs that are offered Countywide.

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~~Article 21. ARTICLE 46 – DURATION OF AGREEMENT~~

Moved to Article 1., Section 01.03

Unless otherwise specified herein, the provisions of this Agreement shall be effective October 1, 2020 and shall continue and remain in effect until September 30, 2023.

This Agreement shall be automatically renewed for an additional term of one (1) year unless either party gives notice to the other party, at least ninety (90) days prior to the termination date, of its desire to terminate, renegotiate or amend this Agreement. Such notice shall be in writing and sent by certified mail. A notice of desire to renegotiate or amend shall give the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the parties proposing amendment.

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Article 22. ~~ARTICLE 47 – SPECIAL EVENTS~~

Moved to article 30. Special Events

The County provides coverage for special events upon the request of the event organizer and charges a fee for services. Participation in the event is strictly voluntary and personnel that are offered time to work the event will be subject to the flat rate schedule below and will not receive overtime for the event.

Position	Flat Hourly Rate
Firefighter-EMT	\$ 40 per hour
Firefighter-Paramedic	\$ 45 per hour
Driver Engineer	\$ 45 per hour
Rescue Lieutenant	\$ 46 per hour
Captain	\$ 48 per hour
Captain and EMS Captain	\$ 49 per hour
Battalion Chief	\$ 55 per hour

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ARTICLE 38. PRESUMPTION

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Any presumed ~~b~~loodborne disease as defined by ~~"presumption"~~ by ~~s~~State ~~l~~aw, which requires ~~B~~aseline testing; ~~said~~ testing will be provided by the County.

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ARTICLE 39. DEATH BENEFITS

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In the event any employee is killed or dies as a result of any incident or presumed contraction of a disease as a result of employment with the County, said employee's qualified survivor(s) shall be afforded the benefits provided to them under Florida Statutes [Section 112.191](#).

In addition, after a dependent child reaches the age of 25, the County will continue to pay the health insurance premium for the dependent ~~of the~~ child of the injured employee as long as the child meets the plan's eligibility criteria. No additions to the number of insured can be made in the future, with the exception of an unborn child, of the injured employee, which can be added. This benefit will be subject to change only to reflect changes negotiated in future collective bargaining agreements.

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ARTICLE 40. HEALTH AND WELLNESS PROGRAM

SECTION 40.01 ANNUAL MEDICAL PHYSICALS

The County will provide at no cost to the employee annual medical physicals and fitness testing in accordance with NIOSH, HazMat, and fitness testing. Testing components will be mutually agreed upon by the Labor Management Team Committee.

The County will provide certified dietician counseling for high cholesterol, high blood pressure, obesity, and nutritional counseling to those employees identified by their physicals at no cost to the employee.

Employees may utilize the fire station fitness areas, or other private venues to meet fitness goals.

The County and the Union agree there is a shared interest in the health and wellness of all bargaining unit/Union members filling positions requiring the physical strength and endurance that is/are required in responding to and mitigating emergency situations. The County will cover the employee for any on-duty time off necessary, whenever possible, to attend meetings.

~~Section 2.~~ All employees shall be given an annual medical physical. ~~It is the employee's responsibility to schedule the physical which will be scheduled~~ during the month of their respective birthday. ~~Unless contraindicated by the physician performing the physical, Each employee will have the following Combat Fire Physical, which, at the minimum, will include: at a minimum (unless contraindicated by the physician performing the physical)~~

ANNUALLY	
Basic physical with vision testing	Uric Acid
12 Lead EKG with interpretation	Urinalysis with microscopic
Comprehensive Metabolic panel	Audiometry
CBC with differential	Pulmonary Function Test
Lipid Profile	All known test for Hepatitis
Bilirubin Direct	Prostate Specific Antigen (age 40 or >, family history)
GGT	Appropriate test for Tuberculosis as determined by the physician administering the test

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Iron, Serum

Chest X-Ray

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BASIC PHYSICAL WITH VISION TESTING

12 LEAD EKG WITH INTERPRETATION

COMPREHENSIVE METABOLIC PANEL

CBC WITH DIFFERENTIAL

LIPID PROFILE

BILIRUBIN DIRECT

GGT

IRON, SERUM

URIC ACID

URINALYSIS WITH MICROSCOPIC

AUDIOMETRY

PULMONARY FUNCTION TEST

ALL KNOWN TEST FOR HEPATITIS

PROSTATE SPECIFIC ANTIGEN (AGE 40 OR >, FAMILY HISTORY)

APPROPRIATE TEST FOR TUBERCULOSIS AS DETERMINED BY THE PHYSICIAN
ADMINISTERING THE TEST

CHEST X-RAY

SECTION 40.02 HAZMAT TEAM ANNUAL PHYSICALS

The following items will be included at a minimum for HazMat Team personnel:

<u>SMAC 25</u>
<u>Thyroid Function</u>
<u>Benzene Levels (blood)</u>
<u>24 urine collection and heavy metals testing</u>

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Blood and plasma cholinesterase levels

HazMat Team members, Hands on physical exam

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SMAC 25

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Thyroid Function

Benzene Levels (blood)

24 urine collection and heavy metals testing

Blood and plasma cholinesterase levels

HazMat Team members, Hands on physical exam

Annual medical evaluation shall be completed by a Qualified Occupational Health Physician. The County physician shall be granted the latitude to change, add and/or supplement any tests that would benefit the employee's overall wellbeing. Before the implementation and/or change of any test, Fire Rescue Administration and the Labor Management Team Committee shall agree to the recommendation(s). After any hazardous materials or possible chemical exposure, the employee will immediately have a follow up exam and any tests deemed necessary by the above Occupational Health Physician.

Section 3. The Union agrees to allow the County to test for substance abuse during the annual medical physical. The test will be performed according to a mutually agreed and current updated testing procedure. No testing will be performed until testing components are mutually decided by the Labor Management Team Committee.

Section 4. The County agrees to provide DOT physicals through Employee Wellness for any employee who obtains or is in the process of obtaining State of Florida CDL.

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ARTICLE 41. SMOKING POLICY

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All firefighters hired on or after October 1, 2000, shall be nonsmokers at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes or using tobacco or vaping products of any kind at all times, whether on or off duty.

Employees using tobacco products in the preceding five (5) years of a cancer diagnosis may be disqualified from receiving benefits under Florida Statutes [Section 112.1816](#).

Section 2. —The parties further agree to cooperate to persuade and encourage existing firefighters to stop smoking/using tobacco products.

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ARTICLE 42. FIRE MECHANICS

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SECTION 42.01 PRIVATELY OWNED TOOLS

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~~Section 1.~~ Effective October 1, 2020, upon successful completion of the Fire Mechanic's probationary period, as outlined in Article 13, they will be brought to Step two (2) of their respective pay plan.

~~Section 21.~~ Fire Mechanics that bring, store and/or use privately owned tools for the performance of their job, will be provided secure storage, and as determined by the Fire Rescue Chief or his/her designee, will receive one hundred dollars (\$100) biweekly.

~~SECTION 32. FIRE MECHANICS THAT BRING, STORE AND/OR USE PRIVATELY OWNED TOOLS FOR THE PERFORMANCE OF THEIR JOB WILL BE PROVIDED SECURE STORAGE FOR THOSE TOOLS.~~

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SECTION 42.02 ASE CERTIFICATION

~~Section 43.~~ Any Fire Mechanic that possesses Automotive Service Excellence (A.S.E.) Certification will receive two percent (2%) salary increment added to his rate of pay not to exceed one (1) certification.

SECTION 42.03 EVT CERTIFICATION

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~~Section 54.~~ Any Fire Mechanic that possesses Emergency Vehicle Technician (EVT) certification will receive two percent (2%) salary increment added to his rate of pay not to exceed one (1) certification.

SECTION 42.04 FIRE MECHANIC LEVELS

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~~Section 65.~~ Any Fire Mechanic that achieves Master-Level III technician status as recognized by the Emergency Vehicle Technician (EVT) Certification Commission in either Fire Apparatus or Ambulance will be placed into the corresponding step of the Master Fire Mechanic I pay plan at the beginning of the next full pay period. Upon completion of either Master-Level III technician program any salary increments outlined in Section 42.02 and Section 42.03 previously received will no longer be added to your base rate of pay.

Any Fire Mechanic I that achieves Level II technician status as recognized by the EVT Certification Commission in either Fire Apparatus or Ambulance will be placed into the corresponding step of the Fire Mechanic II pay plan at the beginning of the next full pay period.

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Any Fire Mechanic II that achieves Level III technician status as recognized by the EVT Certification Commission in either Fire Apparatus or Ambulance will be placed into the corresponding step of the Master Mechanic pay plan at the beginning of the next full pay period.

SECTION 42.05 STANDBY PAY

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Section 76. Fire Mechanics may be required to be on standby for no more than ~~one week (seven days)~~ seven (7) consecutive days a month. If any Fire Mechanic is mandated to be on standby for any additional days, they will be given double standby incentive pay.

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Section 87. Fire Mechanics who are on standby on County approved holidays will be given double standby incentive pay.

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SECTION 42.06 STATE OF EMERGENCY

~~Section 98.~~—The County agrees to pay mechanics straight time plus time and one-half for each hour worked upon declaration of State of Emergency for callback when County operations have been suspended and regular county business is not being conducted.

SECTION 42.07 DISCIPLINE

~~Section 109.~~—Fire Mechanics shall be afforded the same disciplinary process afforded to firefighters consistent with Florida Statutes.

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APPENDIX A. SALARY TABLE 2023/2024

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Fire Mechanic									
\$54,475	\$57,743	\$61,208	\$64,880	\$68,773	\$72,899	\$77,273	\$81,910	\$86,824	\$92,034
Fire Mechanic I									
\$57,198	\$60,630	\$64,268	\$68,124	\$72,212	\$76,544	\$81,137	\$86,005	\$91,166	\$96,635
Fire Mechanic II									
\$60,058	\$63,662	\$67,481	\$71,530	\$75,822	\$80,372	\$85,194	\$90,305	\$95,724	\$101,467
Master Mechanic									
\$63,060	\$66,843	\$70,854	\$75,105	\$79,611	\$84,388	\$89,451	\$94,818	\$100,507	\$106,538
Firefighter EMT									
\$51,880	\$54,993	\$58,293	\$61,790	\$65,498	\$69,428	\$73,593	\$78,009	\$82,689	\$87,651
Firefighter EMT – Driver Engineer									
\$54,474	\$57,743	\$61,207	\$64,880	\$68,773	\$72,899	\$77,273	\$81,909	\$86,824	\$92,033
Firefighter Paramedic									
\$60,058	\$63,662	\$67,481	\$71,530	\$75,822	\$80,372	\$85,194	\$90,305	\$95,723	\$101,467
Firefighter Paramedic – Driver Engineer									
\$63,061	\$66,845	\$70,855	\$75,107	\$79,613	\$84,390	\$89,453	\$94,820	\$100,510	\$106,540
Lieutenant									
\$66,064	\$70,028	\$74,229	\$78,683	\$83,404	\$88,408	\$93,713	\$99,336	\$105,296	\$111,614
Captain EMT									
\$69,525	\$73,697	\$78,118	\$82,805	\$87,774	\$93,040	\$98,623	\$104,540	\$110,812	\$117,461
Captain Paramedic									
\$76,652	\$81,251	\$86,126	\$91,294	\$96,772	\$102,578	\$108,733	\$115,257	\$122,172	\$129,502
EMS Captain									
\$76,652	\$81,251	\$86,127	\$91,294	\$96,772	\$102,578	\$108,733	\$115,257	\$122,172	\$129,502
Battalion Chief EMT									
\$80,484	\$85,313	\$90,432	\$95,858	\$101,609	\$107,706	\$114,168	\$121,018	\$128,279	\$135,976
Battalion Chief Paramedic									
\$88,734	\$94,058	\$99,701	\$105,683	\$112,024	\$118,746	\$125,870	\$133,423	\$141,428	\$149,914

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APPENDIX B. SALARY TABLE 2024/2025

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Fire Mechanic									
\$56,109	\$59,475	\$63,044	\$66,827	\$70,836	\$75,086	\$79,592	\$84,367	\$89,429	\$94,795
Fire Mechanic I									
\$58,914	\$62,449	\$66,196	\$70,168	\$74,378	\$78,841	\$83,571	\$88,585	\$93,900	\$99,535
Fire Mechanic II									
\$61,860	\$65,572	\$69,506	\$73,676	\$78,097	\$82,783	\$87,750	\$93,015	\$98,596	\$104,511
Master Mechanic									
\$64,951	\$68,848	\$72,979	\$77,358	\$82,000	\$86,920	\$92,135	\$97,663	\$103,523	\$109,734
Firefighter EMT									
\$53,437	\$56,643	\$60,041	\$63,644	\$67,463	\$71,510	\$75,801	\$80,349	\$85,170	\$90,280
Firefighter EMT – Driver Engineer									
\$56,109	\$59,475	\$63,044	\$66,826	\$70,836	\$75,086	\$79,591	\$84,366	\$89,428	\$94,794
Firefighter Paramedic									
\$61,860	\$65,572	\$69,506	\$73,676	\$78,097	\$82,783	\$87,750	\$93,015	\$98,596	\$104,511
Firefighter Paramedic – Driver Engineer									
\$64,953	\$68,850	\$72,981	\$77,360	\$82,002	\$86,922	\$92,137	\$97,665	\$103,525	\$109,737
Lieutenant									
\$68,046	\$72,129	\$76,457	\$81,044	\$85,907	\$91,061	\$96,525	\$102,316	\$108,455	\$114,963
Captain EMT									
\$71,611	\$75,907	\$80,462	\$85,290	\$90,407	\$95,831	\$101,581	\$107,676	\$114,137	\$120,985
Captain Paramedic									
\$78,952	\$83,689	\$88,710	\$94,033	\$99,675	\$105,655	\$111,995	\$118,714	\$125,837	\$133,387
EMS Captain									
\$78,952	\$83,689	\$88,710	\$94,033	\$99,675	\$105,655	\$111,995	\$118,714	\$125,837	\$133,388
Battalion Chief EMT									
\$82,899	\$87,872	\$93,145	\$98,734	\$104,658	\$110,937	\$117,593	\$124,649	\$132,128	\$140,055
Battalion Chief Paramedic									
\$91,396	\$96,879	\$102,692	\$108,854	\$115,385	\$122,308	\$129,647	\$137,425	\$145,671	\$154,411

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APPENDIX C. SALARY TABLE 2025/2026

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Fire Mechanic									
\$57,792	\$61,260	\$64,935	\$68,832	\$72,961	\$77,339	\$81,979	\$86,898	\$92,112	\$97,639
Fire Mechanic I									
\$60,682	\$64,323	\$68,182	\$72,273	\$76,610	\$81,206	\$86,078	\$91,243	\$96,718	\$102,521
Fire Mechanic II									
\$63,716	\$67,539	\$71,591	\$75,887	\$80,440	\$85,266	\$90,382	\$95,805	\$101,554	\$107,647
Master Mechanic									
\$66,900	\$70,914	\$75,169	\$79,679	\$84,460	\$89,527	\$94,899	\$100,593	\$106,628	\$113,026
Firefighter EMT									
\$55,041	\$58,343	\$61,844	\$65,555	\$69,488	\$73,657	\$78,076	\$82,761	\$87,727	\$92,990
Firefighter EMT – Driver Engineer									
\$57,793	\$61,260	\$64,936	\$68,832	\$72,962	\$77,340	\$81,980	\$86,899	\$92,113	\$97,640
Firefighter Paramedic									
\$63,716	\$67,539	\$71,591	\$75,887	\$80,440	\$85,266	\$90,382	\$95,805	\$101,553	\$107,647
Firefighter Paramedic – Driver Engineer									
\$66,902	\$70,916	\$75,171	\$79,681	\$84,462	\$89,530	\$94,901	\$100,595	\$106,631	\$113,029
Lieutenant									
\$70,088	\$74,293	\$78,750	\$83,475	\$88,484	\$93,793	\$99,420	\$105,386	\$111,709	\$118,411
Captain EMT									
\$73,759	\$78,185	\$82,876	\$87,848	\$93,119	\$98,706	\$104,629	\$110,906	\$117,561	\$124,615
Captain Paramedic									
\$81,320	\$86,200	\$91,371	\$96,854	\$102,665	\$108,825	\$115,354	\$122,276	\$129,612	\$137,389
EMS Captain									
\$81,320	\$86,200	\$91,372	\$96,854	\$102,665	\$108,825	\$115,355	\$122,276	\$129,612	\$137,389
Battalion Chief EMT									
\$85,386	\$90,509	\$95,939	\$101,696	\$107,797	\$114,265	\$121,121	\$128,388	\$136,092	\$144,257
Battalion Chief Paramedic									
\$94,138	\$99,786	\$105,773	\$112,119	\$118,846	\$125,977	\$133,536	\$141,548	\$150,041	\$159,043

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APPENDIX D. DISCIPLINARY ACTION

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INTENT

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~~Intent~~ The County retains the right to treat each occurrence on an individual basis without creating a precedent for other cases ~~which that~~ may arise in the future. The following rules are not being construed as limitations ~~up~~ upon the retained rights of the County, but merely as a guide.

Written Warning

Suspension without pay

Demotion

Discharge

The fact that three separate disciplinary actions are listed should not be interpreted to mean that each action must be used, or that there must be three rule violations before an employee may be discharged. Most disciplinary actions may be considered progressive in their consequences in order to consider the cumulative effect and frequency of similar offenses. However, under certain conditions, the offense may be of such a nature as to require immediate termination. Each rule violation will be considered on an individual basis.

Offenses requiring disciplinary action are divided into three (3) types to reflect degrees of severity. In each group and for each rule, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of the employee's service, and the abilities of the employee. In each case where the penalty is modified from the standard, the reason for such a modification should be noted in writing.

In all cases, the Department head will notify the employee of the action taken, and a copy of such notice shall be included in the employee's personnel folder only after all appeal procedures have been exhausted.

TYPES OF OFFENSES

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Types of Offenses

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The following categories of offenses and resulting consequences are not intended to be all inclusive or restrictive but should be considered as examples of possible infractions and standard disciplines to be administered.

The following three (3) groups of offenses and standard penalties are as follows:

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Group I Offenses

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First Offense	Up to and including Written Warning
Second Offense	Up to and including Suspension without pay
Third Offense	Up to and including Three Days Suspension without pay
Fourth Offense	Up to and including <u>Demotion or Discharge</u>

1. Quitting work, wasting time, loitering, spending time on other than assigned duties, or leaving an assigned work area during working hours without permission.
2. Taking more than the specified time for meals or break periods.
3. Demonstrating productivity or workmanship ~~which~~ that is not up to the required standards of performance.
4. Reporting to work or working while unfit for duty, either medically, mentally, or physically.
5. Posting or removing any material on official bulletin boards or County property without authorization.
6. Violation of the Solicitation and Distribution rule.
7. Showing discourtesy to persons with whom the employee comes in in contact while in the performance of duties.
8. Violating a safety rule or safety practice.
9. Failing to immediately report an accident or personal injury in which the employee was involved while on the job.
10. Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
11. Failing to keep the Department and the County notified of the proper address and telephone number (if any).
12. Failing to report a request for information or receipt of a subpoena from a law firm or an attorney for a matter related to County business.

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Group II Offenses

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First Offense	Up to and including Three Days Suspension without pay
Second Offense	Up to and including Five Days Suspension without pay
Third Offense	Up to and including <u>Demotion</u> or Discharge

1. Threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including abusive language.
2. Leaving the assigned area at the end of the scheduled shift without being relieved by the supervisor or relieving an employee on the incoming shift, for those units operating on a twenty-four (24) hour basis.
3. Failure to comply with requirements set forth in approved Departmental rules and sStandards of cConduct, HIPAA Compliance Manual, Appendix E or provisions of the Collective Bargaining Agreement.
4. Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, the County or its operations.
5. Abuse of lLeave pprivileges.
6. Being absent from work without permission or leave, or not calling in when off from work for sick or personal reasons.
7. Making mistakes due to carelessness which that affect the safety of the public, County personnel, equipment, tools, or property.
8. Excessive tardiness. Excessive is considered occurring to occur three (3) or more times within a thirty (30) day period.
9. Absenteeism: Unscheduled leave of three (3) occurrences in a thirty (30) day period without a doctor's statement.
10. Incompetency, inefficiency or negligence in the performance of duty.
11. Use of County equipment, tools, and/or machines which the employee has not been assigned.

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Group III Offenses

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First Offense Up to and including Five Days Suspension without pay

Second Offense Up to and including Demotion or Discharge

1. Wanton or willful neglect in performing assigned duties.
2. Deliberately misusing, destroying, or damaging any County property or property of an employee or citizen of the County while on duty.
3. Receiving or soliciting from any person or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons, in violation of Martin County's Gift Policy.
4. Knowingly falsifying personal or County records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, application, or claims.
5. Insubordination by refusing to perform the work assigned, or to comply with the written or verbal instructions of his/her/their supervisor.
6. Unauthorized use or display of firearms, explosives, or weapons on County property.
7. Theft or removal from County locations without proper authorization of any County property or property of any employee or citizen.
8. Unlawful or improper conduct, malicious or willful HIPAA violations, or indecency, either on or off the job, which would tend to affect the employee's relationships to the job, fellow workers, reputation, or goodwill in the community.
9. Being absent from duty for a period of two (2) consecutive days without personally notifying your supervisor and or designee.
10. Failing to return from an authorized leave of absence.
11. Permitting another person to use an employee's identification card, unauthorized use of another person's card, or altering an identification card.
12. Possession of alcoholic beverages in or on County property. Drinking alcoholic beverages while on duty or habitual use or abuse of controlled substances, or reporting for work while obviously under the influence of alcohol or drugs.
13. Using or attempting to use political influence or bribery to secure an advantage of in any manner.
14. Being convicted of a misdemeanor of the first degree, as defined by Florida Statutes, being convicted of a felony, or any violation involving moral turpitude while either on or off the job, which directly impairs employee's ability to perform the functions of his/her/their position.
15. Provoking or instigating a fight or fighting on County property.

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Appendix B

Appendix B - Effective October 2023										
Step One Through Ten										
Step/Rank	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
FIRE MECHANIC	54,475	57,743	61,208	64,880	68,773	72,899	77,273	81,910	86,824	92,034
FIRE MECHANIC I	57,198	60,630	64,268	68,124	72,212	76,544	81,137	86,005	91,166	96,635
FIRE MECHANIC II	60,058	63,662	67,481	71,530	75,822	80,372	85,194	90,305	95,724	101,467
MASTER MECHANIC	63,060	66,843	70,854	75,105	79,611	84,388	89,451	94,818	100,507	106,538
FIREFIGHTER EMT	51,881	54,993	58,293	61,793	65,498	69,428	73,594	78,009	82,690	87,651
FIREFIGHTER EMT - DRIVER ENGINEER	54,475	57,743	61,208	64,880	68,773	72,899	77,273	81,910	86,824	92,034
FIREFIGHTER PARAMEDIC	60,058	63,662	67,481	71,530	75,822	80,372	85,194	90,305	95,724	101,467
FIREFIGHTER PARAMEDIC DRIVER ENGINEER	63,061	66,845	70,855	75,107	79,613	84,390	89,453	94,821	100,510	106,540
LIEUTENANT	66,064	70,028	74,229	78,683	83,404	88,409	93,713	99,336	105,296	111,614
CAPTAIN EMT	69,525	73,697	78,118	82,805	87,774	93,040	98,623	104,540	110,812	117,461
CAPTAIN PARAMEDIC	76,652	81,251	86,126	91,294	96,772	102,578	108,733	115,257	122,172	129,502
EMS CAPTAIN	76,652	81,251	86,126	91,294	96,772	102,578	108,733	115,257	122,172	129,502
BATTALION CHIEF - EMT	80,485	85,314	90,432	95,858	101,610	107,706	114,169	121,019	128,280	135,977
BATTALION CHIEF - PARAMEDIC	88,734	94,058	99,702	105,684	112,025	118,746	125,871	133,423	141,429	149,914

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Appendix C

Appendix C - Effective October 2024

Step One Through Ten

Step/Rank	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
FIRE MECHANIC	56,109	59,475	63,044	66,827	70,836	75,086	79,592	84,367	89,429	94,795
FIRE MECHANIC I	58,914	62,449	66,196	70,168	74,378	78,841	83,571	88,585	93,900	99,535
FIRE MECHANIC II	61,860	65,572	69,506	73,676	78,097	82,783	87,750	93,015	98,596	104,511
MASTER MECHANIC	64,951	68,848	72,979	77,358	82,000	86,920	92,135	97,663	103,523	109,734
FIREFIGHTER EMT	53,437	56,643	60,042	63,644	67,463	71,511	75,801	80,350	85,171	90,281
FIREFIGHTER EMT - DRIVER ENGINEER	56,109	59,475	63,044	66,827	70,836	75,086	79,592	84,367	89,429	94,795
FIREFIGHTER PARAMEDIC	61,860	65,572	69,506	73,676	78,097	82,783	87,750	93,015	98,596	104,511
FIREFIGHTER PARAMEDIC - DRIVER ENGINEER	64,953	68,850	72,981	77,360	82,002	86,922	92,137	97,665	103,525	109,737
LIEUTENANT	68,046	72,429	76,457	81,044	85,907	91,061	96,525	102,316	108,455	114,962
CAPTAIN EMT	71,641	75,907	80,462	85,290	90,407	95,831	101,581	107,676	114,137	120,985
CAPTAIN PARAMEDIC	78,952	83,689	88,710	94,033	99,675	105,655	111,995	118,714	125,837	133,387
EMS CAPTAIN	78,952	83,689	88,710	94,033	99,675	105,655	111,995	118,714	125,837	133,387
BATTALION CHIEF - EMT	82,899	87,873	93,145	98,734	104,658	110,938	117,594	124,650	132,129	140,056
BATTALION CHIEF - PARAMEDIC	91,396	96,880	102,693	108,854	115,385	122,309	129,647	137,426	145,671	154,412

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Appendix D

Appendix D - Effective October 2025

Step One Through Ten

Step/Rank	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
FIRE MECHANIC	57,792	61,260	64,935	68,831	72,961	77,339	81,979	86,898	92,112	97,639
FIRE MECHANIC I	60,682	64,323	68,182	72,273	76,609	81,206	86,078	91,243	96,717	102,521
FIRE MECHANIC II	63,716	67,539	71,591	75,887	80,440	85,266	90,382	95,805	101,553	107,647
MASTER MECHANIC	66,900	70,914	75,169	79,679	84,460	89,527	94,899	100,593	106,628	113,026
FIREFIGHTER EMT	55,040	58,343	61,843	65,554	69,487	73,656	78,075	82,760	87,726	92,989
FIREFIGHTER EMT - DRIVER ENGINEER	57,792	61,260	64,935	68,831	72,961	77,339	81,979	86,898	92,112	97,639
FIREFIGHTER PARAMEDIC	63,716	67,539	71,591	75,887	80,440	85,266	90,382	95,805	101,553	107,647
FIREFIGHTER PARAMEDIC DRIVER ENGINEER	66,901	70,915	75,170	79,680	84,461	89,529	94,900	100,595	106,630	113,028
LIEUTENANT	70,087	74,293	78,750	83,475	88,484	93,793	99,420	105,386	111,709	118,411
CAPTAIN EMT	73,759	78,185	82,876	87,848	93,119	98,706	104,629	110,906	117,561	124,615
CAPTAIN PARAMEDIC	81,320	86,200	91,371	96,854	102,665	108,825	115,354	122,276	129,612	137,389
EMS CAPTAIN	81,320	86,200	91,371	96,854	102,665	108,825	115,354	122,276	129,612	137,389
BATTALION CHIEF - EMT	85,386	90,509	95,940	101,696	107,798	114,266	121,122	128,389	136,092	144,258
BATTALION CHIEF - PARAMEDIC	94,138	99,786	105,773	112,120	118,847	125,978	133,536	141,549	150,042	159,044

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed to this Agreement this ____ day of ____ 2023.

For Local 2959:

Scott Risk, IAFF President

Date: _____

Ratified by Local 2959 on the ____ day
of ____ 2023.

Chairman

For the County:

Taryn Kryzda Don G. Donaldson, P.E.
County Administrator

Date: _____

Approved as to Form and Correctness

Sarah Woods, County Attorney

Martin County, Florida
Board of County Commissioners

Harold E. Jenkins III Edward V. Ciampi,

Attest:

Carolyn Timmann, Clerk of the Circuit
Court and Comptroller

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