

AGREEMENT
BETWEEN MARTIN COUNTY
AND MARTIN COUNTY FIREFIGHTERS ASSOCIATION
LOCAL 2959, IAFF

AFL-CIO-CLC

October 1, 2020 – September 30, 2023

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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 Mechanic, 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 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 on mutual agreement set forth in writing and signed by both parties.

ARTICLE 1 – PREAMBLE

Section 1. This agreement is entered into by and between MARTIN COUNTY, hereinafter referred to as the County, and the MARTIN COUNTY FIREFIGHTERS ASSOCIATION, LOCAL 2959, IAFF, AFL-CIO-CLC, hereinafter referred to as the Union.

Section 2. It is the purpose of this agreement 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.

ARTICLE 2 – CORRESPONDENCE

Section 1. Unless otherwise specifically provided in this Agreement, correspondence from the Union to the County shall be directed to the County Administrator, 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.

Section 2. The County Administrator or his/her designee shall answer any written correspondence from the Union President or his/her designee within twenty (20) days after receiving the correspondence. The Union President or his/her designee shall respond within twenty (20) days of receiving correspondence from the County Administrator 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 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 3 – DUES CHECK-OFF

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” form. This authorization shall remain in effect until such time as the County has received written notice of revocation of this authorization from the employee.

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 4 – MANAGEMENT RIGHTS

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

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 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, materials, equipment, or facilities; and to determine the chain of command, are all the exclusive functions of Management.

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 5 – EMPLOYEES’ RIGHTS

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 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 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 that 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 3. 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 employee 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 4. 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 6 – COUNTY AND DEPARTMENTAL

Section 1. 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.

Section 2. In the event that a new or amended rule is contemplated, the Fire Rescue Chief will provide at least ten (10) days certified notice of such rule change to the President of the Union 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 3. Grounds for discipline and discharge are found in departmental rules and regulations, Standard Operating Procedures, the County's Disciplinary Code (Appendix A), and in specific provisions of this Agreement.

ARTICLE 7 – BULLETIN BOARDS

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 24 inches wide by 36 inches long. All notices posted on these bulletin boards shall be signed and dated 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.

ARTICLE 8 – PERSONNEL REDUCTIONS AND RECALL

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 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 last known address on record of the County to return to work, he/she must notify the County within two (2) days of his/her intentions to comply or accept and must report to work within ten (10) days of such notification or he/she 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 classification date for purposes of annual evaluation adjusted by the number of weeks on layoff.

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 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 9 – 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 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 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 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 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 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 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 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.

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

ARTICLE 11 – COURT APPEARANCE AND JURY DUTY

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 on behalf of County Fire Investigations or County related business, at the established overtime rate at a minimum of two (2) hours based on forty eight (48) hours for shift personnel and forty (40) hour rate for non-shift employees.

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

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

ARTICLE 12 – 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's sole discretion with notification via phone or email to the Union President ten (10) working days prior to the effective date of the change(s).

ARTICLE 13 – PROBATIONARY EMPLOYEES

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

Section 2. With the exception of military leave, leave taken during probation, including worker's compensation leave or light-duty, will automatically extend the probation period by the amount of leave time taken. An employee will not satisfy the probation period unless they have completed a minimum of twelve (12) months of active employment.

Section 3. Probationary employees may be freely terminated.

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 request the transfer from the Fire Rescue Chief or designee within ten (10) days of posting of the notice. The County also agrees not to delay or unlawfully discriminate against any person requesting a transfer.

All Captain(s) that request a transfer out of the training division shall have and maintain all current certifications required for the requested position of transfer. 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 based on approval from the Fire Chief or his/her designee.

ARTICLE 15 – PROMOTIONS

Section 1. Promotional Eligibility All Bargaining Unit promotions shall come from within the Bargaining Unit. Fire Mechanic and Firefighter Paramedic Classifications shall be exempt from this requirement. All eligible employees applying for a promotion to a Bargaining Unit position must meet the qualification standards of education, training, experience and other requirements for the position.

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 promotional examination eligibility, the effective date of the discipline shall be the date an employee signs written communication acknowledging notification of the disciplinary action and/or suspension. An involuntary demotion shall be considered as equivalent to a suspension of twenty-four (24) hours or greater for the purposes of promotional eligibility.

Section 2. Notification of Examination The process will begin with a written exam. Employees will be given 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 departmental email to satisfy the requirement for all written notices in this Section.

Section 3. Application for Examination Employees wishing to be included in the officer promotional exam process must submit a letter of intent, educational points documentation along with any other required documentation as set forth in the exam announcement by 17:00 hours on the announced closing date to apply. Within ten (10) working 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 complete an application for each test and promotional testing process they wish to enter. Example: If candidate wishes to take both Captain/Training Captain test and EMS Captain test, each will be a different application. If a current promoted Captain wishes to transfer to EMS Captain or vice versa, the candidate 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) 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 will extend Vacation/Personal Leave 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 better 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 testing identification number. The identification number will serve to provide confidentiality during the remainder of the process.

Section 4. Eligibility Criteria for Promotional Examinations

Driver Engineer

- a) Two (2) 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 announced closing date of the exam application process.
- b) Possess State of Florida Pump Operator Certification.
- c) Successful completion of Driver Engineer promotional assessment.

Certificates required for post calendar year 2021 officer promotional testing:

- a) Fire Officer I state certificate will be required in order to test for EMS Captain, Fire Captain and Training Captain.
- b) Fire Officer II state certificate will be required for all Battalion Chief testing candidates.

Captain

- a) Successful completion of the Captain examination process.
- b) Six (6) years of continuous and uninterrupted service within the bargaining unit as a Firefighter EMT or Firefighter Paramedic, as of the date of the announced closing date of the exam application process.

Captain – Employees Hired on or after October 1, 2011

- a) Successful completion of the Captain examination process.
- b) Six (6) years of continuous and uninterrupted service within the bargaining unit as a Firefighter EMT or Firefighter Paramedic, as of the date of the announced closing date of the exam application process.
- c) Possess, function and maintain a State of Florida paramedic certificate.

EMS Captain

- a) Successful completion of the EMS Captain examination process.
- b) Possess, function and maintain a State of Florida paramedic certificate.
- c) Six (6) years of continuous and uninterrupted service as a “checked off/functioning” Firefighter Paramedic with Martin County Fire Rescue.

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.

- c) Must possess Live Fire Training Instructor (LFTI) and State of Florida Pump Operator Certification.

Battalion Chief

- a) Five (5) continuous and uninterrupted years of service as a Lieutenant, Rescue Lieutenant, Captain or EMS Captain as of the announced closing date of the exam application process.
- b) Associate's Degree or higher degree accepted by the State of Florida for compensation.
- 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.
 - 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.

Battalion Chief– 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 closing date of the exam application process.
- b) Associate's Degree or higher degree accepted by the State of Florida for compensation.
- 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.

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 looking at the knowledge, skill and abilities of the position being tested for.

Captain/Training Captain Testing Assessment:

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

EMS Captain Testing Assessment:

- 1. Written Exam – (candidate must score seventy percent (70%) or greater to continue in the process)
- 2. Oral Presentation Assessment
- 3. Strategic/Operations Assessment
- 4.

Battalion Chief Assessment

- 1. Written Exam – (candidate must score seventy percent (70%) or greater to continue in the process)
- 2. Interpersonal Dynamics/Management Assessment

3. Strategic/Operations Assessment

Section 6. Grading System The personnel selected to conduct the assessments will be Fire Officers from outside Martin County Fire Rescue. The Fire Officers will be of equal or greater rank than the candidate being assessed. The grading of the assessments will be a cumulative score of seventy percent (70%) or better 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. Human Resources will grade (add the numbers) and report those numbers to training.

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

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

Battalion Chief Assessment	Cumulative Weights
Written	30% (must have passing score to continue)
Strategic/Operations	35%
Oral Presentation	35%

Section 7. Education Points Upon successfully completing the exam process with a cumulative score of seventy percent (70%) or greater, a candidate’s educational points if any will be computed and added to the candidate’s total examination 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.

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 it shall be decided by seniority.

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 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.

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 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 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 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 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 13. Step up/Checkoff 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/Checkoff program will be directed in Martin County Fire Rescue Operational Standards.

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

ARTICLE 16 – GRIEVANCE PROCEDURE

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

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

Step One. If an employee feels he/she has a grievance, he/she shall, within five (5) working 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 his/her answer in writing within five (5) working days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

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 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 days after the grievance is presented. If the grievance is not answered within seven (7) working 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.

Step Three. If within seven (7) working 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 days following the date the County Administrator or a mutually agreed designate hears the employee's case.

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 days of the receipt of the discipline recommendation. This hearing 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 administrator. This process will subrogate only the three (3) step grievance process in regards to monetary damages resulting from discipline.

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 representing himself.

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

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

IAFF Grievance Form

Note: Please refer to Article 16 (Grievance Procedure) of the IAFF Local 2959 Collective Bargaining Agreement.

Article 16, Section 1: A grievance is defined as an alleged violation of a specific written provision of the Collective Bargaining Agreement between Martin County and The Martin County Firefighters Association.

Employee Name _____

Rank _____

Shift Steward Name _____

Step One: Within five (5) working days after the employee has knowledge, or reasonably should have had knowledge of its occurrence, present the grievance in writing to the appropriate Division Chief, or his/her designee, or the grievance shall be considered waived. The Supervisor shall submit his answer in writing within five (5) working days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

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 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 days after the grievance is presented. If the grievance is not answered within seven (7) working 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.

Step Three: If within seven (7) working 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 days following the date the County Administrator or a mutually agreed designate hears the employee's case.

Note: Time limits set forth in Article 16 may be extended by the joint written consent of the County and the Union or the employee if he is representing himself. 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. 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. For purposes of Article 16, "working days" shall be Monday through Friday, inclusively.

Grievances may be emailed to IAFF_Grievance@martin.fl.us. Grievances sent to another email address will not be considered valid.

This is a:

Send Grievance to:

Step One Grievance

Division Chief/ Designee

- Date employee had knowledge of alleged violation _____
- Date discussed with Division Chief _____
- Date Division Chief submitted answer to employee _____

Step Two Grievance

Fire Rescue Chief

- Date submitted to Fire Rescue Chief _____ (attach copy of Step 1 response)
- Date Fire Rescue Chief submitted answer to employee _____

Step Three Grievance

County Administrator/Mutually Agreed Designate

- Date submitted to County Administrator _____ (attach copy of Step 2 response)
- Date County Administrator submitted answer to employee _____

(Please continue on Page 2)

Article(s) of the IAFF Local 2959 Collective Bargaining Agreement allegedly violated:

Article # Violated ____ Section # ____ Date of Violation ____
Article # Violated ____ Section # ____ Date of Violation ____
Article # Violated ____ Section # ____ Date of Violation ____
Article # Violated ____ Section # ____ Date of Violation ____

(Attach additional sheets as necessary)

Please Explain, in Detail:

Remedy or Action Requested:

Employee Signature _____ Date _____

Union Representative Signature _____ Date _____

ARTICLE 17 – ARBITRATION

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

Section 2. The Union shall have ten (10) working 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. A list of seven (7) arbitrators shall be requested.

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.
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.

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

ARTICLE 18 – ANNUAL LEAVE

Employees who have completed six (6) months of employment are eligible for vacation leave on the following basis:

Vacation Leave accrual will be capped at twice the annual rate of accrual. Non-probationary employees may be paid for accrued vacation leave up to four hundred eighty (480) hours upon separation from the County.

Mechanics may choose to be compensated up to an amount not to exceed \$2,000 per fiscal year for accrued vacation time off taken in one (1) hour increments at their currently hourly rate. Employees must maintain a minimum balance of two hundred (200) hours in their vacation account following any payout.

Employees hired on or after October 1st, 2011 may be paid for accrued vacation leave up to two hundred forty (240) hours upon separation from the County.

Shift Workers (24 hours):

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 Workers:

1 – 5 years	12 days per year
5 – 10 years	15 days per year
Over 10 years	1 additional day/year (max 20 days/year)

Personal Leave Shift employees who have completed six (6) months of employment are eligible to convert two (2) shifts of sick leave per 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 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.

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 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.

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 a copy of the order from the appropriate Military Commander when requesting military leave. Effective May 2003, Martin County will supplement

pay pursuant to Florida State Military Compensation Law adopted by Florida Statute 115.09 and 115.14 for a period of up to one year per active duty event.

Conference Leave Employees will receive “Leave with Pay” to attend approved conference or safety seminars.

Bereavement Leave Shift employees shall be granted two (2) shifts of paid leave and non-shift employees shall be granted three (3) days paid leave upon the death of a member of the employee’s immediate family within the State. Three (3) shifts paid leave for shift employees and five (5) days 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.

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

ARTICLE 19 – DISABILITY BENEFITS/DISABILITY LEAVE

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 Chapter 440, Florida Workers' Compensation Act.

An employee sustaining a lost time injury and/or illness due to employment with Martin County 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 injury/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 20 – SICK LEAVE

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

All employees who are on a forty- eight (48) hour week or twenty- four (24) hour shifts shall accrue twelve (12) hours per month to a maximum of two thousand (2,000) hours.

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.

Section 2. All shift employees with more than four hundred thirty two (432) hours of sick leave may convert up to sixty (60) hours of sick leave to personal leave per year, in addition to any other sick leave conversions, provided the employee maintains at least four hundred thirty two (432) hours of sick leave in his account at all times.

All non-shift employees with more than two hundred eighty eight (288) hours of sick leave may convert up to forty (40) hours of sick leave to personal leave per year, in addition to any other sick leave conversions, provided the employee maintains at least two hundred eighty eight (288) hours of sick leave in his account at all times.

Section 3. When an employee terminates from the County, including but not limited to retirement, resignation, termination or death the County will reimburse for fifty percent (50%) of accumulated sick leave up to seven hundred twenty (720) hours for shift employee and up to four hundred eighty (480) hours for non-shift employees.

Employees hired on or after October 1, 2011, the employee will be paid for fifty percent (50%) of their accumulated sick time up to three hundred sixty (360) hours upon separation from the County.

ARTICLE 21 – HOLIDAY PAY

Section 1. Shift Employees Forty-eight (48) hour work week 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 December and the first paycheck of June 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 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 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 2. Non-Shift Employees (Forty (40) hour workweek) shall receive the following holidays in accordance with County Holiday Policy:

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

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 vacation and personal leave are requested.

ARTICLE 22 – SAFETY COMMITTEE

Section 1. There shall be a Safety Committee in 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 County Administrator or designee.

Section 2. The Safety Committee shall meet monthly, or more or less often by mutual consent, and such meeting 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 meeting, and provide a copy to the 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 Fire Rescue Department.

Section 4. Once the Safety Committee has agreed that a safety concern 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 5. The Safety Committee shall immediately investigate Fire Rescue 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 of each quarter: January, April, July and October.

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.

ARTICLE 23 – UNIFORMS

Section 1. All Employees The County shall provide, before the starting date of any new Fire Rescue 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)
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.

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 hundred dollars (\$400) annually, which will allow them to replace or purchase items from the approved uniform item list/form as needed. 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 replace, at his/her 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.

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	Right angle flashlight
1	Helmet with one (1) spare foam set of inserts and one (1) spare neck protector	1	Pair of knee boots (Leather type)
2	Pair of gloves	2	Pair of suspenders
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)		

Each member shall have two (2) sets of bunker gear, with the second set being provided within sixty days (60) upon completion of probation. The County shall have the discretion to determine whether or not an employee who is (1) participating in the FRS’s DROP and (2) within eighteen (18) months of the end of his or her DROP period 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.

Section 2. Non-Shift Personnel All fire personnel assigned to a forty (40) hour position will be provided with the items listed in Section 1, as well as an additional: 1 – Shirt, 1 – Pants

All personnel working in the Classification of Fire Mechanic shall be provided with Items in Section 1, as well as an additional: 2 – T-shirts, 1 – Non-buckle belt. Non-fire certified Fire Mechanics will not receive turnout gear but will receive appropriate safety gear.

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 1 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. Items lost as a result of theft will require a Police Report 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 items listed in Section 1 and 2, all items purchased within twenty-four (24) months and all turnout/bunker

gear & 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 Martin County may retain their Badge, Class A Uniform and Helmet upon retirement.

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 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.

Section 6. Safety Uniform items purchased, issued and maintained by the County for Aeromedical Response Team personnel will be approved by the Department Safety Committee.

ARTICLE 24 – EMPLOYEE WORK SCHEDULES

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 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.

ARTICLE 25 – EDUCATION

Section 1. Colleges and Universities Any full time bargaining unit employee who has successfully completed probation, before the beginning of a college class/course at any accredited college or university 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 when registering.

- a) The Fire Rescue Chief or his/her designee shall make the determination if the class material is job related.
- b) Pre-approval in writing from the Fire Rescue 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.
- c) 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.
- e) Registration fees, application fees, late fees, additional costs and fees assessed by the educational institution and book or media costs will not be reimbursed by the County and are the sole responsibility of the employee.
- 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.

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

- a) Reimbursement for tuition, books, and laboratory fees upon successful completion of course. Pass 100%, Fail 0%.
- b) Commitment to perform Paramedic skills whenever instructed by the Fire Rescue Chief or designee for three (3) years with Martin County Fire Rescue Division after successful completion of Martin County Fire Rescue’s Paramedic Checkoff Program; 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 Rescue Chief this may be prorated.
- c) Interested and qualified employees will be sponsored each year, and the Fire Rescue Chief or his/her designee will make selection.
 - d) 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.
 - e) 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 Rescue 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 the 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.

ARTICLE 26 – PAYROLL

Section 1. The Performance Pay Plan will be effective each October 1 through September 30, the first year beginning on October 1, 2020. The employee must perform in a satisfactory manner which requires the employee to obtain a score of seventy-five (75) percent 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 on his/her performance evaluation, then he/she will keep his/her current salary. The employee's performance will be reviewed again in three (3) months after his 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 percent or higher, the employee will be placed in the higher step for his/her classification. If the employee receives a second unsatisfactory score, the employee will maintain his/her current salary until his next anniversary date and review period. 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 increase 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.

Section 2. Pay Plan

The pay plan outlined in Appendix B will take effect on the first full pay period in October 2020.

The pay plan outlined in Appendix C will take effect on the first full pay period in October 2021.

The pay plan outlined in Appendix D will take effect on the first full pay period in October 2022.

Section 3. A Firefighter Paramedic may request to be relieved from performing Paramedic duties temporarily not to exceed sixty (60) calendar days. The Fire Rescue 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.

Section 4. A Captain or higher ranking officer, certified as a Fire Officer I will receive an additional two percent (2%) salary increment added to their base rate of pay. Such increase 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.

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 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.

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.

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 deletion of confidential printed information as defined in Florida State Statutes as well as physical security measures at all holding levels/locations.

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

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

Section 9. Probationary Pay

Employees hired on or after October 1, 2019 shall be placed at step one (1) of the pay plan effective October 1, 2020. Upon successful completion of 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.

ARTICLE 27 – SPECIAL OPERATIONS

Section 1. Operational Response Teams

Hazardous Materials Response Team

Members will meet and maintain the following:

- a) Be approved for the Fire Rescue Chief.
- b) 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.
- c) Team members must maintain forty (40) hours of CEUs as defined by the Team Coordinator.
- d) Must pass a HazMat Tech physical and the results filed before becoming active in the field.
- e) 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.

Special Operations Team

Members will meet and maintain the following:

- a) Be approved for the Fire Rescue Chief.
- b) Members must have a minimum of Advanced Open Water Diver certification.
- c) Technical rescue training as approved by the Fire Rescue Chief with recommendation of the coordinator.
- d) 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.
- e) 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, Advanced Dive and Public Safety DR1.

Aero-Medical Response Team

Members will meet and maintain the following:

- a) Be approved for the Fire Rescue Chief.
- b) Members must have a minimum of three (3) years' experience as a checked off functioning Firefighter Paramedic with Martin County Fire Rescue.
- c) Members must possess and maintain Florida State required Aero-Medical flight certification.
- d) Members who are assigned to the Aero-Medical Response 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.

Section 2. Functional Teams

Breathing Apparatus Team

Members will meet and maintain the following:

- a) Be approved for the Fire Rescue Chief.
- b) Members must be certified and maintain certification of equipment by manufacturer.
- c) Members must perform required and related maintenance and inspections of the Department's breathing apparatus.
- d) 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.

Field Training Instructor

Members will meet and maintain the following:

- a) Be approved for the Fire Rescue Chief.
- b) Members must be a career employee with Martin County Fire Rescue for a minimum of three (3) uninterrupted years in the classification that they will be instructing in.
- c) Members must meet the expectations and duties of a Field Training Instructor as outlined in the Training Bureau FTI program guide.
- d) Members who are assigned by the Fire Rescue Chief or designee to FTI duties will receive forty-five dollars (\$45) per week added to their pay.
- e) Members of teams in Section 1 of this Article shall not receive FTI pay for the purpose of training team members for team functions.

Labor Management Team

Members will meet and maintain the following:

- a) Members must be on the Union Executive Board, and shall be assigned by the Team Coordinator or his/her designee.
- b) Members must be available to attend various committee, staff and Labor Management meetings on or off duty.
- c) Team Coordinator shall be the Union President or his/her designee.
- d) Members will receive forty- five dollars (\$45) per week added to their pay.
- e) No member of this team shall be paid overtime/callback pay to attend meetings or perform other functions required of team members.

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 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.

Section 3.

Team Coordinators

Employees who are assigned by the Fire Rescue Chief or designee to coordinate the activities of Special Operations Team, HazMat, Breathing Apparatus Team, Aero-Medical Response Team, Honor Guard and Labor Management 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.

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 teams concurrently.

Team Minimums

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

Team Name	Minimum Roster	Coordinator
HazMat	30	1
Special Operations	30	1
Aero-Medical	15 active flight status	1
Breathing Apparatus	3	1
Labor Management	8	1
Field Training Instructor	30	0
Training and Education Production Team	3	0
Honor Guard	9	1

ARTICLE 28 – CALLBACK PAY

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

Section 2. Extended Duty Employees required to work past their scheduled shift ending time shall be paid the normal overtime rate.

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 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/overtime will be paid in fifteen (15) minute increments.

ARTICLE 29 – CAREER PERFORMANCE INCENTIVE PROGRAM

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 2. Effective October 1, 2011, employees hired prior to October 1, 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.

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.

ARTICLE 30 – MILEAGE ALLOWANCE

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 (\$15) dollar lump sum payment for each instance. It is the employee's responsibility to complete and submit the appropriate paperwork to receive this payment.

ARTICLE 31 – WORKING OUT OF CLASSIFICATION

Section 1. In the event an employee works in a job classification higher than the rank he normally holds (i.e. Captain, Battalion Chief) he shall be paid an additional 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 (hurricanes, state of emergency, etc.).

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 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.

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.

ARTICLE 32 – INSURANCE

Section 1. Hospitalization and Medical Insurance Hospitalization and Medical 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 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 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 approval of insurance carrier, and in accordance with applicable laws.

- 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 a least fifty five (55) years of age, or have worked for a Florida Retirement System (FRS) Employer for at least twenty five (25) years including ten (10) years with Martin County, twenty (20) years for employee 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 Federal Medicare age is changed during the duration of this agreement, the County agrees to adjust the parameters of this provision to match new established Medicare guidelines.
- 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 Federal or State presumption laws, shall be eligible for insurance benefits as provided for in Article 49 of this Agreement.

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 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 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 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 8. Previous Retirees The County agrees to continue paying seventy five percent (75%) of the health insurance premium coverage for spouse/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 33 – DRUG FREE WORKPLACE/TESTING PROCEDURES

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

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 35 – UNION ACTIVITY

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 36 – 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 days to agree upon a replacement Article(s).

ARTICLE 37 – UNION BUSINESS BANK – TIME POOL

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 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.

ARTICLE 38 – 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.

Section 2. 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.

Section 3. 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.

ARTICLE 39 – 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 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 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.

ARTICLE 40 – SAFETY STAFFING

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 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) OR Firefighter Paramedic	Firefighter Paramedic/RN (preferred) 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
EMS Captain	1
Captain EMT/Paramedic	6

ARTICLE 41 – MATERNITY - TEMPORARY DUTY

Section 1. In the event an employee cannot continue to work in the street due to pregnancy, she may be reassigned. The employee must have her 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 meets the minimum qualifications and is 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 her normal position provided she submits medical documentation that states she is physically able to return to her combat position.

ARTICLE 42 – STANDBY TIME

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 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 supervisor as to the means or method he 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 shall be subject to disciplinary action and/or loss of the standby pay.

Section 4. When the County requires an employee (pertains to all bargaining unit 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 43 – 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 approval of the Fire Rescue 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.

ARTICLE 44 – SICK LEAVE BANK

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.

ARTICLE 45 – BENEFITS INCLUSION

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

ARTICLE 46 – DURATION OF AGREEMENT

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.

ARTICLE 47 – 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
EMS Captain	\$ 49 per hour
Battalion Chief	\$ 55 per hour

ARTICLE 48 – PRESUMPTION

Any presumed Bloodborne disease as defined by ‘presumption’ by State Law, which requires Baseline testing; said testing will be provided by the County.

ARTICLE 49 – DEATH BENEFITS

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 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.

ARTICLE 50 – HEALTH AND WELLNESS PROGRAM

Section 1. 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.

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

Employees may utilize 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 members filling positions requiring the physical strength and endurance that is 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, which will be scheduled during the month of their respective birthday. Each employee will have the following Combat Fire Physical, which will include at a minimum (unless contraindicated by the physician performing the physical):

ANNUALLY:

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

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

SMAC 25

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 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.

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.

ARTICLE 51 – SMOKING POLICY

Section 1. 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 112.1816.

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

ARTICLE 52 – FIRE MECHANICS

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

Section 3. 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.

Section 4. Any Fire Mechanic that possesses A.S.E. Certification will receive two percent (2%) salary increment added to his rate of pay not to exceed one (1) certification.

Section 5. Any Fire Mechanic that possesses Emergency Vehicle Technician certification will receive two percent (2%) salary increment added to his rate of pay not to exceed one (1) certification.

Section 6. 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 Mechanic 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 4 and Section 5 previously received will no longer be added to your base rate of pay.

Section 7. Fire Mechanics may be required to be on standby for no more than one week (seven 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.

Section 8. Fire Mechanics who are on standby on County approved holidays will be given double standby incentive pay.

Section 9. 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 10. Fire Mechanics shall be afforded the same disciplinary process afforded to firefighters consistent with Florida Statutes.

ARTICLE 53 – ALTERNATIVE EMPLOYMENT

Section 1. Bargaining unit employees who reach Maximum Medical Improvement following a job-related injury pursuant to Florida State Workers' Compensation Law 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
- 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 2. The alternative employment position is subject to the same benefits, job and performance rules and other terms and conditions 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). Human Resources will meet with employee to review offers of alternative employment for which the employee may be eligible.

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 1. 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 5. Employee must meet minimum qualifications of the position either at time of 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 represented by the Martin County Firefighters Association, IAFF Local 2959.

Section 6. Employee base pay will be, at a minimum, equal to a total of one hundred percent (100%) their normal pay in their last assigned class as recognized in this Agreement (excluding overtime).

Section 7. The alternative employment process will be reviewed by the Labor Management Committee in the event extenuating circumstances or unforeseen outcomes occur that do not represent the intent of this Agreement.

Section 8. The employee will be offered 'light duty' until an eligible job(s) becomes available. If an employee refuses the first eligible job offer under this provision, "light duty" may be revoked by the County. Per Section 4, the employee will have two (2) more opportunities to accept an alternative job offer.

Appendix A - Disciplinary Action

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

Written Warning
Suspension without pay
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 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 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

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:

Group I Offenses

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 Discharge

1. Quitting work, wasting time, loitering, spending time on other than assigned duties, or leaving 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 is not up to 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 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 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.

Group II Offenses

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 Discharge

1. Threatening, intimidating, coercing or interfering with fellow employees or supervisors at any time, including abusive language.
2. Leaving assigned area at the end of the scheduled shift without being relieved by the supervisor or relieving 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 Standards of Conduct, 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 Leave Privileges.
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 affect the safety of the public, County personnel, equipment, tools or property.
8. Excessive tardiness. Excessive is considered occurring 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.

Group III Offenses

First Offense	Up to and including Five Days Suspension without pay
Second Offense	Up to and including 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 work assigned, or to comply with written or verbal instructions of his/her 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 any manner.
14. Being convicted of a misdemeanor of the first degree, as defined by Florida Statutes, be 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 position.
15. Provoking or instigating a fight or fighting on County property.

Appendix B
Step One through Ten

Fire Mechanic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$46,749	\$49,554	\$52,527	\$55,679	\$59,019	\$62,561	\$66,314	\$70,293	\$74,511	\$78,982

Master Mechanic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$54,116	\$57,363	\$60,805	\$64,454	\$68,321	\$72,420	\$76,765	\$81,372	\$86,254	\$91,429

Fire Fighter EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$44,523	\$47,194	\$50,026	\$53,028	\$56,209	\$59,582	\$63,157	\$66,946	\$70,963	\$75,221

Firefighter Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$51,541	\$54,633	\$57,912	\$61,386	\$65,069	\$68,973	\$73,112	\$77,499	\$82,149	\$87,077

Captain EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$56,824	\$60,234	\$63,848	\$67,679	\$71,740	\$76,044	\$80,607	\$85,442	\$90,569	\$96,003

Captain Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$62,649	\$66,409	\$70,393	\$74,617	\$79,094	\$83,840	\$88,870	\$94,202	\$99,854	\$105,845

EMS Captain

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$65,782	\$69,729	\$73,912	\$78,347	\$83,048	\$88,031	\$93,313	\$98,911	\$104,847	\$111,137

Training Captain EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$59,665	\$63,246	\$67,040	\$71,063	\$75,327	\$79,846	\$84,637	\$89,714	\$95,097	\$100,804

Training Captain Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$65,782	\$69,729	\$73,912	\$78,347	\$83,048	\$88,031	\$93,313	\$98,911	\$104,847	\$111,137

Battalion Chief- EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$69,070	\$73,215	\$77,608	\$82,264	\$87,200	\$92,431	\$97,978	\$103,856	\$110,088	\$116,693

Battalion Chief-Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$76,150	\$80,720	\$85,563	\$90,696	\$96,138	\$101,906	\$108,021	\$114,502	\$121,372	\$128,655

Appendix C
Step One through Ten

Fire Mechanic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$47,684	\$50,545	\$53,577	\$56,792	\$60,200	\$63,812	\$67,641	\$71,699	\$76,001	\$80,561

Master Mechanic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$55,199	\$58,511	\$62,021	\$65,743	\$69,687	\$73,869	\$78,301	\$82,999	\$87,979	\$93,258

Fire Fighter EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$45,413	\$48,138	\$51,026	\$54,088	\$57,333	\$60,774	\$64,421	\$68,286	\$72,383	\$76,725

Firefighter Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$52,571	\$55,726	\$59,070	\$62,613	\$66,370	\$70,353	\$74,574	\$79,049	\$83,792	\$88,819

Captain EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$57,961	\$61,439	\$65,125	\$69,033	\$73,174	\$77,565	\$82,219	\$87,151	\$92,380	\$97,923

Captain Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$63,902	\$67,737	\$71,801	\$76,109	\$80,676	\$85,517	\$90,647	\$96,086	\$101,851	\$107,962

EMS Captain

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$67,097	\$71,124	\$75,391	\$79,914	\$84,709	\$89,792	\$95,179	\$100,890	\$106,944	\$113,360

Training Captain EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$60,859	\$64,511	\$68,381	\$72,484	\$76,833	\$81,443	\$86,330	\$91,509	\$96,999	\$102,820

Training Captain Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$67,097	\$71,124	\$75,391	\$79,914	\$84,709	\$89,792	\$95,179	\$100,890	\$106,944	\$113,360

Battalion Chief- EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$70,452	\$74,679	\$79,160	\$83,909	\$88,944	\$94,280	\$99,938	\$105,934	\$112,289	\$119,027

Battalion Chief-Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$77,673	\$82,334	\$87,274	\$92,510	\$98,061	\$103,944	\$110,181	\$116,792	\$123,799	\$131,228

Appendix D
Step One through Ten

Fire Mechanic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$48,637	\$51,556	\$54,649	\$57,928	\$61,404	\$65,088	\$68,993	\$73,133	\$77,521	\$82,173

Master Mechanic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$56,303	\$59,681	\$63,262	\$67,058	\$71,081	\$75,346	\$79,867	\$84,659	\$89,739	\$95,123

Fire Fighter EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$46,322	\$49,101	\$52,047	\$55,170	\$58,480	\$61,989	\$65,709	\$69,651	\$73,830	\$78,260

Firefighter Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$53,623	\$56,840	\$60,251	\$63,866	\$67,698	\$71,760	\$76,065	\$80,630	\$85,468	\$90,595

Captain EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$59,120	\$62,668	\$66,427	\$70,413	\$74,638	\$79,116	\$83,863	\$88,894	\$94,228	\$99,882

Captain Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$65,180	\$69,092	\$73,237	\$77,632	\$82,289	\$87,227	\$92,460	\$98,008	\$103,888	\$110,122

EMS Captain

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$68,439	\$72,546	\$76,898	\$81,512	\$86,404	\$91,588	\$97,082	\$102,907	\$109,083	\$115,627

Training Captain EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$62,076	\$65,801	\$69,749	\$73,934	\$78,370	\$83,072	\$88,056	\$93,339	\$98,939	\$104,876

Training Captain Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$68,439	\$72,546	\$76,898	\$81,512	\$86,404	\$91,588	\$97,082	\$102,907	\$109,083	\$115,627

Battalion Chief- EMT

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$71,861	\$76,172	\$80,743	\$85,587	\$90,723	\$96,166	\$101,936	\$108,052	\$114,535	\$121,408

Battalion Chief-Paramedic

S1	S2	S3	S4	S5	S6	S7	S8	S9	S10
\$79,227	\$83,981	\$89,019	\$94,360	\$100,022	\$106,023	\$112,385	\$119,128	\$126,275	\$133,852

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed to this agreement this 25th day of August 2020.

For Local 2959:

Scott Risk

Scott Risk, IAFF President

Date: August 28, 2020

Ratified by Local 2959 on the 11th day of August 2020.

For the County:

Taryn Kryzda

Taryn Kryzda, County Administrator

Date: 9/4/2020

Approved as to Form and Legal Sufficiency

Sarah Woods

Sarah Woods, County Attorney

Board of County Commissioners

Martin County, Florida

Harold E. Jenkins II

Harold E. Jenkins II, Chairman

Attest: Carolyn Timmann

Carolyn Timmann, Clerk of the Circuit

Court and Comptroller