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**LABOR AGREEMENT**  
**BY AND BETWEEN**  
**THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AND THE**  
**NASSAU COUNTY FIRE-RESCUE PROFESSIONALS**  
**LOCAL UNION #3101 INTERNATIONAL**  
**ASSOCIATION OF FIRE FIGHTERS**  
**AFL-CIO**

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**October 1, 2022 to September 30, 2025**

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## DEFINITIONS

The term "workdays" as used only in this Agreement includes Monday through Friday of each workweek. Saturdays, Sundays, Holidays, and any day the government offices of Nassau County are closed as set forth in this Agreement shall not be considered as workdays.

Work Rules and Regulations shall be collectively known as Rules and Regulations and work rules and/or SOG's, SAP's and SOP's.

## PREAMBLE

This agreement, as amended, is entered into as of October 1, 2022, between Nassau County, hereinafter referred to as the Employer, and the International Association of Fire Fighters Local #3101, hereinafter referred to as the Union. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties working hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth terms and conditions of employment. There are, and shall, be no individual arrangements or agreements covering any part or all of this agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of the Agreement. It is mutually understood and declared to be harmonious and cooperative, that all relationships between the Employer and its Employees is with the intent to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Nassau County Fire and Rescue System. Within this agreement, the use in this agreement of the designation "He" in referring to a Bargaining Unit Employee shall mean "He" or "She" whenever used. It is understood that the Employer is engaged in furnishing essential public services, which virtually affect the general well-being of the public. Both parties hereto recognize the importance of providing continuous and reliable services to the public.

## ARTICLE 1

## UNION RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for Nassau County Fire Rescue Professionals, and that the Union is the authorized representative for the purpose of bargaining collectively concerning wages and rates of pay.
- 1.2 Management will not engage in any activities resulting in Employee lockouts.
- 1.3 "Employee" is defined as any full-time, classified member of the Nassau County Fire Rescue Department, as listed in Section 1.4, who is employed to engage in prevention or suppression of fires, emergency medical services, and other related duties.
- 1.4 The bargaining unit is comprised of all employees of the Nassau County Fire and Rescue Department in the following classifications:

Paramedic  
 Firefighter (EMT/Paramedic)  
 Engineer  
 Lieutenant  
 Captain  
 Fire Battalion Chief  
 Fire Inspector/Investigator

Additional class titles created which entail duties that are now being performed by employees covered by this Agreement shall be included in the bargaining unit.

Non-bargaining unit employees may perform the same or similar work as bargaining unit employees on a temporary basis (30 calendar days or less) following notification to the Union President. If the need extends beyond the 30 calendar days or more, the Fire Chief may request and receive an additional extension if mutually agreed upon by the Fire Chief and Union President.

- 1.5 The Union President or his/her alternate will be the official spokesman for the Union in any matters pertaining to this Agreement. The alternate shall be selected from one of the Officers listed below:

Business Agent  
 1<sup>st</sup> Vice President  
 2<sup>nd</sup> Vice President  
 Secretary/Treasurer  
 E-Board Members

The Union President shall provide written notification to the Employer.



## ARTICLE 2

## DUES CHECK OFF

- 2.1 The Employer agrees to deduct, bi-weekly, dues and assessments in an amount certified to be current by the Treasurer of the Local Union. Said deduction shall be by written request from each Union Member. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union within ten (10) workdays following the payday in which the deduction is made.
- 2.2 No deduction shall be made from the pay of an Employee for any payroll period in which the Employee's net earnings for any payroll period are less than the amount of dues to be checked off.
- 2.3 An Employee may revoke his authorization for deduction of dues provided the Employee gives thirty (30) calendar days written notice to the Employer and the Union. The employer shall electronically notify the Union when such deduction as ceased. Upon receipt of such notification, the Employer shall terminate dues on the pay date immediately following the expiration of the thirty (30) calendar day notice period.
- 2.4 Net earnings shall mean net after required deduction of Federal Taxes, Social Security, pensions and any health, dental, life insurance, or any other legally required deductions.
- 2.5 The Employer will within thirty (30) calendar days after ratification of this Agreement, make this Agreement available electronically to all employees.
- 2.6 All Union activities are protected to the extent they are authorized by law or by this Agreement.

## ARTICLE 3

## UNION ACTIVITY

- 3.1 There shall be no discrimination, interference, restraints, or coercion by the Employer against any Employee for his activity on behalf of the Union. On-duty personnel shall be allowed to attend Union activities, if they're approved by the Fire Chief or his designee. Said personnel shall remain in service and able to respond. In accordance with Chapter 447, Florida Statutes, Employees shall have the right to form, join and participate in any Employee organization of their own choosing, or refrain from joining or participating.
- 3.2 President, 1<sup>st</sup> VP, 2<sup>nd</sup> VP, Secretary/Treasurer or members of L3101 shall be granted union time pool leave to perform their Union functions and duties without loss of pay. However, no more than four (4) members from the total of L3101 shall be granted said leave. Said leave shall be charged to the Union time pool. Union Officers or designees, with twenty-four (24) hours advance notice to the Fire Chief, via the staffing program may use Union time pool, to attend Union functions and duties.
- 3.3 Five (5) members of the Union Negotiations Team shall be granted time for contract negotiations. Attendance shall be considered as hours worked if negotiating on the member's regularly scheduled duty day. The time frame dedicated to negotiations for this specific section shall be from 0800 until one hour after the end of the negotiation session. The Employer and the Union shall mutually set dates for said negotiations. Five (5) members shall be identified at the beginning of the contract negotiations, and they shall remain the same throughout the negotiations.
- 3.4 The Employer will provide bulletin board space, to be used by the Union. It shall be within view of or in the main living area of each Fire/Rescue Station.
- 3.5 The Employer shall be responsible for furnishing electronically a copy of the current rules and regulations, the Union Contract, SOG's, SAP's and SOP's during the first week of employment.
- 3.6 There shall be a pool of time created to be known as the Union time pool and each employee shall be allowed to contribute accrued leave to it for Union business.
- 3.7 All contributions to the Union time pool may be made once per month. For purposes of clarity, an employee whom has submitted a resignation may not contribute accrued leave to the Union time pool.

## ARTICLE 4

## EMPLOYEE STATUS

4.1 The Employer shall provide electronic notice of the name, job title, company, station, and effective date of any actions affecting Employees as follows:

- A. Appointment of new Employees
- B. Promotions
- C. Transfers
- D. Retirements

4.2 The Employer shall maintain and provide via electronic notice annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Union. The Employer shall maintain an electronic roster which includes the following:

Rank  
Name  
Seniority Date  
Assignment

4.3 The Employer shall maintain job descriptions for all positions within the department. No job descriptions shall be changed without first discussing in a labor management meeting with the Union. Any impact on items subject to mandatory bargaining shall be subject to negotiations. 4.4 The parties to this Agreement agree not to discriminate against any Employee because of religion, race, color, creed, sex, nationality, marital status, or sexual orientation.

## ARTICLE 5

## RULES AND REGULATIONS AND WORK RULES

- 5.1 Forthcoming additions, deletions, and amendments of the Rules and Regulations, as well as work rules and regulations shall be made, as needed, by the Fire Chief or his/her designee. These changes will be rendered in the form of directives, bulletins, executive orders, or memoranda. These changes may be added to, and become an integral part of, these Rules and Regulations by January 31<sup>st</sup> of each year. All reviewed changes will be re-visited and added to the current Rules and Regulations and amendments issued to all Employees. Nothing contained in this article shall be interpreted as a waiver of the union's right to collectively bargain any mandatory or permissive subjects of bargaining, as defined by Public Employee Relations Commission.
- 5.2 All work rules and regulations, SOG's, SAP's, and SOP's shall be in writing and electronically provided to all employees.
- 5.3 The Fire Chief or designee retains its right to make and enforce all rules, regulations, SOG's, SAP's and SOP's concerning all aspects of the employment relationship, so long as such rules and regulations do not conflict with express provisions of this Agreement.

## ARTICLE 6

## TECHNOLOGICAL CHANGES

- 6.1 Prior to implementation of substantial technological changes to equipment used in the performance of their job duties, affecting the Employees, the Employer shall provide In-Service training and furnish the Union with all information regarding the planned change or changes.
- 6.2 Prior to the issuance of additional equipment that is substantially different from existing equipment, whether for fire suppression or emergency medicine, in-service training will be provided on any substantial changes to the operation or maintenance of the equipment. This includes all new SOP's, SAP's, and SOG's.

## ARTICLE 7

## PREVAILING RIGHTS

- 7.1 All rights, privileges and working conditions enjoyed by the Employees at the present time, or established by written County Personnel Policies and Procedures, Rules and Regulations, or the Union Contract shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement, unless changed by mutual consent.
- 7.2 In the event that a dispute arises from this Article, in reference to rights, privileges, and working conditions, the Labor-Management Committee (Article 9), shall meet to resolve the dispute. If no agreement is reached with the Labor Management Committee, the Union shall have the right to follow grievance procedures as to the dispute.

## ARTICLE 8

## DEFINITION OF SENIORITY

- 8.1 Time in Service (TIS) Seniority shall be determined by continuous Time in Service (TIS) which is calculated from the date of hire with Nassau County Fire Rescue Department. Time in Service shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in alphabetical order (last name, first name, MI). Name used to determine TIS seniority will be the name of the employee as of date of employment, regardless of any subsequent name change.
- 8.2 Promotional Seniority shall be determined by continuous Time in Grade (TIG) which is calculated from the date of promotion. Time in Grade shall be broken only by resignation, discharge, demotion, or retirement. Time served as provisional does not count towards the Time in Grade calculation unless a provisional promotion becomes permanent, without a break in time in promoted rank.
- 8.3 Fire/Rescue Personnel with the same promotional date will be assigned to the Personnel Seniority list by the highest combined promotional testing score. If the combined scores are the same the employee will be assigned by the date of hire. If the date of hire is also the same, the affected individuals will have their names randomly drawn to break the tie. This drawing will be held at Nassau County Human Resources' Office with the L3101 President and Fire Chief, or their designee(s), present to witness the drawing.
- 8.4 If an Employee receives a disciplinary demotion, they will be assigned to the promotional seniority list by previous TIG of that lower classification. The employee's TIG seniority will only include time spent in the lower classification as listed in Article 1.4.
- 8.5 If an Employee voluntarily demotes, they will be assigned to the promotional seniority list by cumulative TIG of both classifications. The employee's TIG seniority will include the sum of all time spent in the lower and the higher classifications as listed in Article 1.4.
- 8.6 Provisional personnel that are required to revert to their previous rank will return to their previous assignment and will do so without loss of TIG seniority of that previous rank. In cases involving provisional positions (i.e. military leave), the bid process may be temporarily suspended, for the vacancy created by the Provisionally Promoted employee(s), for the period of time the provisional position is in effect to reduce the need to undo transfers made due to the provisional position.

## ARTICLE 9

## LABOR-MANAGEMENT COMMITTEE

- 9.1 There shall be a Labor Management Committee consisting of Union Representatives as designated by the Union President, and Employer representatives. The Committee shall meet at the request of either party to discuss all matters of mutual concern within a reasonable notice. (Five (5) workdays). The Committee shall have the authority to make recommendations to the Union or the Employer. Recommendations involving changes in any article contained within this agreement shall require a formal request for the renegotiations of said article.
- 9.2 Items not requiring negotiation but which necessitate the notification of bargaining unit members, shall be reduced to writing, signed by the Union President and Fire Chief or their designee, and provided electronically by the Fire Chief or his designee within five (5) workdays.



## ARTICLE 10

## PERSONNEL REDUCTION

- 10.1 In the case of personnel reduction, time in service (TIS) seniority and time in grade (TIG) seniority, as defined in Article 8, will be utilized as follows:
- 10.2 The Union President shall be notified in writing by the County Manager of the intent to implement a personnel reduction once officially known. This notice shall include the positions slated to be eliminated and the proposed effective date of such eliminations.
- 10.3 Once the number of employees to be laid off is determined, employees will be laid off based on the least TIS seniority regardless of rank. For further clarification, lay offs shall start with the least senior TIS seniority employee. Following a personnel reduction, a "recall" list shall be established. This list shall reflect TIS seniority only with the laid off employee with the greatest TIS seniority at the top of the list.
- 10.4 Veteran's Preference will be applied under Florida's Veteran's Preference Statute 55A-7.015.
- 10.5 If it becomes necessary for involuntary demotions to occur, TIG seniority shall be the determining factor. An "involuntarily demoted" list shall be established for each affected rank. Demotions will start with the least senior TIG employee. If two or more employees were promoted to the same rank, on the same date, the promotional list used to promote said employees will be used to determine TIG seniority.
- 10.6 Employees involuntarily demoted in accordance with this Article will revert to their previously held rank with TIG seniority as if they had never been promoted.
- 10.7 Employees involuntarily demoted in accordance with this Article, shall be returned to their former position as follows:
  - A. If a vacancy occurs for any reason, employees involuntarily demoted will be reverted back to their previous position in the inverse order of demotion, regardless of any existing or expired promotional list.
  - B. Any current promotional list(s) that exist for a rank in which a "involuntarily demoted" list has been established shall be frozen. Once all involuntarily demoted employees, in any given rank, have been re-promoted the promotional list will continue in accordance with the current CBA as though it had never been frozen, and the expiration date of the list(s) shall be adjusted to reflect an extension of the time for which it was frozen.
  - C. No promotional exam will be given, for any rank or classification covered

by this agreement, during such time that an “involuntarily demoted” list exists.

- D. Employees re-promoted from the “involuntarily demoted” list will have their TIG seniority reverted back to their original promotion date as if they were never demoted.

10.8 For purposes of recall, employees laid off in accordance with this Article, shall be returned to work for up to a period of two (2) years as follows:

- A. If a vacancy occurs for any reason, employees laid off will be recalled to work based on TIS seniority as established in the “recall” list.
- B. The employer shall call the employee’s last known telephone number, and if no response, shall send via certified and regular mail written notification to the last known address of any laid off employee being recalled to duty. It is the responsibility of the laid off employee(s) to provide in writing to Human Resources any changes of address or telephone number.
- C. If the recalled employee refuses to return to work, or if the recalled employee does not provide the Human Resources Department with a written response within twenty-one (21) calendar days of notification, such individual’s recall rights under this Agreement are lost. Recalled employees who refuse work offered in a position below the rank for which they previously held shall remain on the “recall” list until such time as the list expires or they refuse work in the position for which they previously held.
- D. A recalled employee(s) shall be considered continuously employed with the department for purposes of TIS and TIG seniority.
- E. Recalled employees must meet, as a minimum, the basic qualifications (i.e. Fire Standards Certification, EMT, Paramedic, etc.) they held at the time of their separation.
- F. Recalled employees with a break of employment greater than 6 months may be subject to new hire procedure (i.e. background checks, drug tests, physicals, etc.) as required by the employer.

10.9 The Employer shall not contract out work if there are Employees on lay-off who can perform the work in question.

## ARTICLE 11

## PROMOTIONS

- 11.1 The following procedures shall govern all promotions within the Fire/Rescue Department. Upon depletion or expiration of a list a test will be given within six (6) months of the next vacancy. Notification of testing will be posted at all work locations at least ninety (90) calendar days in advance of the test. Closing date for the acceptance of applications shall be ten (10) workdays from the date of the announcement for the examination. The candidate must be eligible by the test date to sit for the exam.
- 11.2 All promotional examinations shall be assembled, written and solely administered by an outside testing agency. The testing agency shall be required to comply with the testing guidelines as set forth in Section 11.11. All examinations shall be impartial and shall relate to those matters which will adequately and test fairly the candidate in their ability to discharge the duties of the position to be filled.
- 11.3 A list of the official texts and reference materials from which questions and answers are derived will be available to each test candidate at least ninety (90) calendar days prior to the examination. Duplication and/or purchase of said materials shall be at no cost to the Employer.
- 11.4 All applicants will be notified of their final score and their relative standing. The period of eligibility of the promotional list shall be for two years from the date of posting and final placement on promotional list. Applicants placed on the list at a later date due to extended active duty, as defined under Florida's Veteran's Preference Statute 295.09, will not affect the original posting and final placement date of the list. All applicants will serve a full probationary period as required by 11.6.
- 11.5 All persons with a score of seventy-five percent (75%) or better shall be considered passing. Length of Service points and Education points will then be added, with the person attaining the highest score ranked first, top of the list. Should a tie occur, names will be drawn to determine the ranking of the tied positions, in the presence of the Union President and the Fire Chief or their designee. Personnel will be promoted off the list from top to bottom.
- A. Length of Service: 0.5 points per year. Length of service shall be prorated into quarters (1/4) for actual time of service. For the purpose of extended active duty, as defined under Florida's Veteran's Preference Statute 295.09, length of service points will be calculated up to the date of the original exam.
- B. One (1) point for either of the following:
1. Florida Fire Officer I Certification

- 2. Approved two (2) year degree as outlined in Article 27
- C. Two (2) points for either of the following:
  - 1. Florida Fire Officer II Certification
  - 2. Approved four (4) year degree as outlined in Article 27
- D. Veteran's Preference points will be applied when the employee qualifies for promotion preferences under Florida's Veteran's Preference Statute 295.09.

Note: Test candidates will only qualify for either "B" or "C", not both.

- 11.6 A promoted Employee shall serve a probationary period of six (6) months. If during that period, the Employee fails to perform satisfactorily the duties of the new position or voluntarily resigns from said position, he/she shall be permitted to return to his/her prior rank vacated without loss of seniority. A written standardized evaluation will be performed at three (3) and six (6) months during the probation period.
- 11.7 To be eligible to take the Engineer Promotional Examination candidates shall have successfully completed Florida State Fire College or equivalent of the listed classes:
- A. Fire Service Hydraulics
  - B. Fire Apparatus Operations
  - C. Aerial Operations
  - D. ICS 100, Introduction to the Incident Command System
  - E. ICS 200, ICS for Single Resources & Initial Action Incidents

The employee shall have served one (1) continuous year time in grade, in the rank of Firefighter with Nassau County Fire/Rescue immediately prior to the test date. Effective September 30, 2025, the employee shall also be a State of Florida Certified Paramedic prior to the test date.

If a forty (40) hour workweek employee desires to sit for the examination, said employee shall have the qualifications as listed, however, the employee shall be exempt from the "immediately prior to the test date" requirement.

- 11.8 To be eligible to take the Lieutenant Promotional Examination, the employee shall have successfully completed Florida State Fire College curriculum or equivalent of the listed classes:
- A. Company Officer,
  - B. Strategies and Tactics I
  - C. Strategies and Tactics II
  - D. ICS 700, NIMS, an Introduction
  - E. ICS 800, National Response Framework, an Introduction

The employee shall have served (2) continuous years time in service with Nassau County Fire Rescue prior to the test date, be a State of Florida Certified Paramedic for one (1) year, and have served one (1) continuous year, time in grade, in the rank of Engineer with Nassau County Fire/Rescue, of which the last year must be immediately prior to the test date.

If a forty (40) hour workweek employee desires to sit for the examination, said employee shall have the qualifications as listed, however, the employee shall be exempt from the “immediately prior to the test date” requirement.

- 11.9 To be eligible to take the Captain Promotional Examination, the employee shall have successfully completed Florida State Fire College curriculum or equivalent of the listed classes:

- A. Company Officer
- B. Strategies and Tactics I
- C. Strategies and Tactics II
- D. ICS 700, NIMS, an Introduction
- E. ICS 800, National Response Framework, an Introduction
- F. Building Construction,
- G. ICS 300, Intermediate Incident Management (or equivalent),
- H. ICS 400, Advanced ICS (or equivalent)

The employee shall have served four (4) continuous years, time in service, with Nassau County Fire/Rescue prior to the test date and have served two (2) continuous year, time in grade, in the rank of Lieutenant with Nassau County Fire/Rescue, of which the last year must be immediately prior to the test date.

If a forty (40) hour workweek employee desires to sit for the examination, said employee shall have the qualifications as listed, however, the employee shall be exempt from the “immediately prior to the test date” requirement.

- 11.10 To be eligible to take the Fire Battalion Chief Promotional Examination, the employee shall have successfully completed Florida State Fire College curriculum or equivalent of the listed classes:

- A. Company Officer
- B. Strategies and Tactics I
- C. Strategies and Tactics II
- D. ICS 700, NIMS, an Introduction
- E. ICS 800, National Response Framework, an Introduction
- F. Building Construction
- G. ICS 300, Intermediate Incident Management (or equivalent)
- H. ICS 400, Advanced ICS (or equivalent)

- I. State of Florida Incident Safety Officer
- J. Legal and Ethical Issues for the Fire Service

The employee shall have served six (6) continuous years, time in service, with Nassau County Fire/Rescue prior to the test date and have served two (2) continuous years, time in grade, in the rank of Captain with Nassau County Fire/Rescue, of which the last year must be immediately prior to the test date.

If a forty (40) hour workweek employee desires to sit for the examination, said employee shall have the qualifications as listed, however, the employee shall be exempt from the “immediately prior to the test date” requirement.

Effective October 1, 2024, the additional classes (11.10 I, J) will become requirements to be eligible to take the Battalion Chief Promotional Examination.

\*Note: Irrespective of the above requirements, the first examination given for the rank of Captain, after the ratification of this agreement, shall be used to fill both Captain and Battalion Chief ranks until such time as that list expires. After that examination individuals must meet the requirements of 11.10 to take the Battalion Chief examination.

- 11.11 Examinations will be 150 multiple-choice questions. The exam material shall be consistent with the knowledge and requirements of the rank being sought. The number of questions shall be in proportion to the requirements for the position tested and shall consist of the following materials:

- Nassau County Policies and Procedures
- NCFR Rules and Regulations
- Union Contract
- Medical SOP
- Fire SOG
- SAPs

In addition to the above content a committee shall be formed to determine additional reading material for each rank. The material to be chosen shall consist of no more than one (1) additional sources per each rank. The intent of this material is to increase the applicant’s knowledge base proportionately to the increase in responsibility the applicant is seeking. The committee will also determine which Nassau County Policies and Procedures will be testable material. The committee shall be comprised of two (2) members chosen by the L3101 President and two (2) members of the fire administrative staff, or their designee(s). The members selected for the committee shall be of at least the rank the material is being chosen for. The L3101 members selected by the President shall be comprised of duly elected L3101 Principal Officers and/or E-Board members, whenever possible. Once chosen, the material will be

announced to the department and will become part of the standardized reading list for each rank. Any changes to this list will require the committee to reconvene and must be announced at least one-hundred-twenty (120) calendar days prior to an exam being given for the specific rank. Revisions to existing material or updated editions of existing material are not considered changes that require the committee to reconvene or otherwise meet as contemplated under this paragraph.

Candidates will have seven (7) workdays to review a corrected copy of the test. Protests must be submitted in writing citing the questions and the dispute along with supporting information and where it can be found within the test material to the Human Resources Department within that seven (7) workday period. Within seven (7) workdays after the close of the protest period, a protest committee will meet to have a protest hearing. All sides would mutually agree upon the date. This will be a closed-door meeting with a ruling on the protested questions coming at the end of that meeting, and the results submitted to The Human Resources Department in writing. The committee will be composed of two (2) members from at least or above the rank being tested and two (2) members of the fire administration. . In the event of a tie of the committee on any question, the original answer as given by the testing agency will be considered the correct answer. A member of the testing company must be present in person or electronically to answer any questions, if needed. The Union President, Fire Chief, or their designee, may be present to observe the meeting. A Human Resources representative will be present for recordkeeping purposes only. The members from labor will be selected on the day of the test, prior to the examination. Testing candidates will select two (2) employees from a list containing everyone in the rank being tested for and above. The top two (2) selected will be the primary members of the committee with the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) selected being the alternates . Should the protest committee rankings result in a tie, a coin flip in the presence of the Union President or their designee shall decide the tie. Any additional exam(s) to be administered for the same promotional list due to extended active duty, as defined under Florida's Veteran's preference Statute 295.09, shall to the extent possible use the same protest committee that was used for the original protest hearing.

Final results from the written exam shall be posted within five (5) workdays following the protest hearing.

- 11.12 Any person may voluntarily request to be removed from the promotional list.
- 11.13 Line of promotion is as follows: From Firefighter to Engineer to Lieutenant to Captain to Fire Battalion Chief.
- 11.14 Fire Inspector/Investigator personnel shall retain any rank obtained through the promotional process.

- 11.15 Provisional promotions will be selected using Time in Grade seniority unless there is an active promotional list in place. An employee receiving a Provisional promotion will fulfill the position of the rank for which they were Provisionally promoted until such time the promotion becomes permanent or they revert to their previous rank. A Provisionally promoted Employee shall serve a probationary period of six (6) months. If a Provisionally promoted Employee reverts to their previous rank, no time served as probationary status will carry over to the next promotion. A written standardized evaluation will be performed at three (3) and six (6) months during the probation period.



## ARTICLE 12

## TRANSFERS

- 12.1 In the event that a vacancy occurs in the Fire/Rescue Department due to promotion, transfer, resignation, demotion, retirement, or demise of an employee, the vacancy shall be filled by management based on appropriate qualifications for the position. In accordance with Florida State Statute 447.209, nothing contained in this article shall limit the right of the Fire Chief to assign or reassign personnel.
- 12.2 All vacant positions shall be filled by the evaluation of all properly filed requests for transfer. Transfer request shall be made for the Station, apparatus and/or shift. The request shall be made in writing and will be filed through the normal chain of command to the Fire Chief.
- 12.3 Vacant positions shall be announced by the Employer at least five (5) workdays of the vacancy occurring. This announcement shall include the final date and time that requests will be accepted. Requests shall be submitted to the Assistant Chief or Fire Chief before the date specified on the announcement. Requests shall be submitted on a "REQUEST FOR TRANSFER" form. Requests for transfer will be accepted any time prior to the date and time specified in the vacancy announcement.
- 12.4 Employees can withdraw written transfer requests at any time by submitting written notification to the Assistant Fire Chief or Fire Chief prior to being awarded the transfer.
- 12.5 In the event that more than one (1) Employee submits a request for transfer for the position, the position shall be filled by the Employee with the greatest time in grade seniority, whenever possible. No Employee shall be penalized for not accepting a requested transfer.
- 12.6 In the event that no Employee has requested a transfer for that position, the Employer has the right to assign Employees having lowest time in grade seniority in that position and the appropriate qualifications to the position for the betterment of the department.
- 12.7 Any Employee that accepts a transfer under the terms and conditions of this article or a lateral transfer as defined in the NCFR Rules and Regulations, must wait six (6) months before being able to request another transfer.
- 12.8 The rank of Firefighter is exempt from the bid process while on probation.
- 12.9 Any newly created positions within the division or department will be posted for at

least five (5) workdays, allowing all Employees the opportunity to request a transfer.

12.10 Employees will receive written notice prior to being transferred.

## ARTICLE 13

## GRIEVANCE PROCEDURES

- 13.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to, and understood by both parties, that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of specific terms of the Agreement as provided in this Article and any other violation of Local ordinances, county policy and procedures, rule and regulations, SOP's, and State or Federal laws.
- 13.2 For the purpose of this Agreement, a grievance is defined as a claim or complaint that an Employee or a Group of Employees may have that the Employer or Employee has violated a provision of this Agreement.
- 13.3 Grievances may be taken up as soon as possible upon mutual agreement between management and Union, within the time limits established by this article, or maybe extended by mutual agreement in writing. The Union President and Fire Chief or their designee, shall be notified that a grievance has been filed.
- 13.4 All Grievances shall be reduced to writing and must contain the following information.
- A. The specific Article and Section of the Agreement or items listed in 13.1, alleged to have been violated by the Employer or Employee, including a brief description of the violation.
  - B. Signature of the Grievant, or in case of a group of Employees filing a Grievance the signatures of the Group, or signature of the President of the Union and date(s) signed.
  - C. Designation of the specific Union Representative (must be President, VP or Secretary/Treasurer) if the Grievant requests Union Representation.
- 13.5 All Grievances shall be processed in accordance with the following order:
- Step 1
- The Grievant, shall present the Grievance in writing to the Assistant Fire Chief within five (5) workdays of the occurrence of the action giving rise to the Grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The Assistant Fire Chief should discuss and make an effort to resolve all Grievances with fairness and justice for both the Grievant and the Employer. The Assistant Fire Chief shall communicate a decision to the Grievant in writing within five (5) workdays from the date the Grievance was presented to him.

If the Assistant Fire Chief does not respond within the prescribed time limits, the Grievance may move to step two (2) of the Grievance Procedure.

If the Grievant is not satisfied with the decision in step one (1), the Grievant may proceed to Step two (2) of the Grievance Procedure.

Any Grievance filed by a union member, that is proceeding to Step two (2) of the Grievance Procedure, shall have the merits of the grievance reviewed by the Executive Board. The Executive Board will vote whether or not to proceed forward with the grievance.

#### Step 2

The Grievant, within ten (10) workdays of the action, from step one (1), shall present the Grievance to the Fire Chief. The Fire Chief shall schedule a mutually acceptable date and time for a hearing with him/her within ten (10) workdays of the request.

At this hearing the Employee may be accompanied by Union Representatives and present witnesses or written statements on his behalf. Following this hearing, within ten (10) workdays, the Fire Chief shall submit his written answer to the Grievant with a copy to the Union President.

If the Fire Chief does not respond within the prescribed time limits, the Grievance may move to step three (3) of the Grievance Procedure.

If the Grievant is not satisfied with the decision in step two (2), the Grievant may proceed to Step three (3) of the Grievance Procedure.

#### Step 3

The Grievant, within ten (10) workdays of the action, from step two (2), shall present the Grievance to the County Manager. The County Manager shall schedule a mutually acceptable date and time for a hearing with him/her within ten (10) workdays of the request.

At this hearing the Employee may be accompanied by Union Representatives and present witnesses or written statements on his behalf. Following this hearing, within ten (10) workdays, the County Manager shall submit his written answer to the Grievant with a copy to the Union President.

If the County Manager does not respond within the prescribed time limits, the Grievance may move to step four (4) of the Grievance Procedure.

If the Grievant is not satisfied with the decision in step three (3), the Grievant may proceed to Step four (4) of the Grievance Procedure.

#### Step 4

If the grievance is not settled in accordance with Steps 1 through 3, the aggrieved employee or the Union, as the case may be, may either request arbitration or request an appeal to the Board of County Commissioners by serving written notice on the County Manager, no later than fifteen (15) work days after receipt of the County Manager's response in Step 3. If there is no request for either arbitration or appeal to the Board of County Commissioners, the County Manager's Step 3 answer shall be final and binding upon the aggrieved employee and the Union. Upon appeal to arbitration, the Union or the employee may request the services of the Federal Mediation and Conciliation Service (FMCS). If the FMCS is utilized, the following shall be used for the selection process:

1. The Union shall file a request for a panel of seven (7) arbitrators from the FMCS.
2. Once the panel has been received by both parties, a mutually acceptable date and time will be chosen to strike names.
3. The Employer shall strike the first name and the Union shall strike the second name. The Employer and the Union shall continue to alternate the striking of names from the panel until only one name is left. This name shall be submitted to the FMCS as the requested arbitrator. Such process shall be concluded within fifteen (15) workdays of receiving the panel.

Notwithstanding the provisions of this Section, a qualified arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

- (1) With respect to the interpretation, enforcement, or application of the provisions of the agreement, the decisions, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. However, the authority and responsibility of the Employer as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this Agreement.
- (2) The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement, or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issue(s) submitted to him in writing by the Employer and the

Union and shall have no authority to consider or rule on any matter which is stated in this Agreement not to be the subject to arbitration, or which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be "under oath". The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) which is/are presented to him, which question(s) must be actual and existing. Consistent with this section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

- (3) It is specifically and expressly understood that taking a grievance to arbitration or an appeal to the Board of County Commissioners constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents.
  - (4) Both parties shall share the cost and expense incurred by the impartial arbitrator equally. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If an employee acting independently of and in disregard of the position of the Union, in matters relating to arbitration, such employee shall pay his/her share of the expenses of the arbitrator's costs and expenses.
- 13.6 At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the arbitrator. Post-hearing briefs must be filed within fifteen (15) workdays of the arbitration hearing.
  - 13.7 The arbitrator shall submit in writing his/her decision, award, and findings of fact within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may mutually agree in writing to an extension of said limitation.
  - 13.8 Any day in which the grievance is presented or received by either party shall not be considered in the calculation of time limits.
  - 13.9 The Union will not be required to process Grievances for Non-Union members but will be invited to attend any meetings where the resolution of the Grievance may occur.

13.10 The Arbitrator will decide all issues before him/her, including the issue of Arbitrability, should it arise.

## ARTICLE 14

## WORKER'S COMPENSATION

- 14.1 Any Fire-Rescue Department Employee covered by this Agreement who sustains a temporary disability as a result of an injury arising out of employment by the Employer shall, in addition to compensation payable pursuant to the worker's compensation law of the State of Florida, be entitled to the following benefit:
- A. During the first one hundred eighty (180) calendar days of such disability, said Employee shall receive pay based upon one hundred percent, (100%) of regular straight-time wages reduced by the Worker's Compensation Indemnity payable.
  - B. Thereafter, the Fire Chief or designee with a concurring medical opinion, may, with the concurrence of the County Manager, grant additional injury-in-the-line-of duty leave in increments of thirty (30) calendar days. During such extension, said Employees shall receive supplemental pay based upon one hundred percent (100%) of regular straight-time wages reduced by Worker's Compensation Indemnity payable.
  - C. The employer will notify the employee prior to the end of the one hundred eighty (180) calendar days that the Workers' Compensation benefits will expire. This will occur no less than thirty (30) calendar days prior to the end of the one hundred eighty (180) calendar days from the date of injury. The employee, within ten (10) calendar days from the date they receive the notice must provide a written request to extend workers' compensation benefits to the Fire Chief or their designee .

Should the employee be approved for the first thirty (30) day extension, the employee may request additional extensions in accordance with 14.1(B) as long as such request is submitted to the Fire Chief or his designee in writing no less than ten (10) calendar days from the expiration of the current thirty (30) day period. All written requests for extensions will require approval by the Fire Chief and County Manager.

CLAIMS: Any such Employee who has any claim for compensation under this section shall file a claim in accordance with the County's Safety Policy.



## ARTICLE 15

## PERFORMANCE EVALUATION

- 15.1 At such time that the County and Union both agree, by joint memorandum of understanding, that a new performance evaluation is needed, a joint evaluation committee, composed of two (2) Union Representatives and two (2) Employer Representatives, shall be established. A performance evaluation form shall be designed and will become a part of this Agreement.
- 15.2 The Performance Evaluation Committee Members shall be provided with all necessary documentation and information necessary to design said evaluation form.
- 15.3 Annual performance evaluations shall be conducted thirty (30) days before the Employee's anniversary date. Employees hired on or before October 1, 2003, will be evaluated on their date-in-position as they were prior to that date. All supervisory personnel who are responsible for completion of these forms shall receive the appropriate training.
- 15.4 If the Employee feels dissatisfied with the evaluation, the Employee and immediate supervisor shall make every effort to remedy the situation. Disputes arising from a job evaluation shall be resolved using the Grievance procedure as outlined in Article 13.

## ARTICLE 16

## SALARY

- 16.1 Appendix A contains the current base hourly rates and pay steps for the Nassau County Fire/Rescue Department, effective October 1, 2022.
- 16.2 Effective the later of October 1, 2022, or upon ratification by the Nassau County Board of County Commissioners of the 2022-2025 Agreement, employees who receive a satisfactory rating on their annual evaluation in accordance with Article 15 will be eligible for a one (1) step increase of two and a half percent (2.5%) unless they have reached the maximum of their pay range. Performance increases shall not cause an employee to exceed the maximum of the pay range for the class.
- 16.3 An across-the-board increase will be applied to the pay scale (Appendix A) as follows:
- For FY 2022-2023 Bargaining unit members will receive an across-the-board increase of seven percent (7%) applied to the pay scale (Appendix A)
  - For FY 2023-2024 Bargaining unit members will receive an across-the-board increase of five percent (5%) applied to the pay scale (Appendix A)
  - For FY 2024-2025 Bargaining unit members will receive an across-the-board increase of three percent (3%) applied to the pay scale (Appendix A)
- 16.4 The following pay differential shall be applied to the pay scale (Appendix A):
- A fifteen percent (15%) base pay differential shall be maintained between Firefighter and Engineer. A fifteen percent (15%) base pay differential shall be maintained between the ranks of Engineer and Lieutenant. A five percent (5%) base pay differential shall be maintained between the ranks of Lieutenant and Captain. A fifteen percent (15%) base pay differential shall be maintained between the ranks of Captain and Battalion Chief.
- As of September 30, 2025, a seven and a half percent (7.5%) base pay differential shall be maintained between the ranks of Lieutenant and Captain.
- 16.5 For FY 2022-2023 all bargaining unit employees who possess a valid State of Florida Paramedic certification will receive an additional \$1.75 per hour. For FY 2023-2024 this shall increase to \$2.25 per hour and in FY 2024-2025 this shall increase to \$2.50 per hour. Initial requests for Paramedic pay shall be emailed in writing through the chain of command and should include a copy of the

license. The date of the email shall serve as the effective date of the incentive pay.

- 16.6 All full-time twenty-four (24) hour shift personnel who obtain and maintain a current Hazardous Material Technician Certification shall receive an additional \$0.25 per hour incentive pay. Initial requests for HazMat pay shall be emailed in writing through the chain of command and should include a copy of the certification. The date of the email shall serve as the effective date of the incentive pay.

## ARTICLE 17

## HOURS

- 17.1 The twenty-four (24) hour shift shall commence at 0800 and continue through 0800 hours the following day.
- 17.2 The basic work period will consist of a fourteen (14) day cycle. The present schedule of twenty-four (24) hours on shift and forty-eight (48) hours off shift shall remain in effect for all fifty-six (56) hour workweek Employees covered by this Agreement. Nothing in this Agreement shall be construed as a limitation of the number of hours to be worked per day, days per week, or for any other period of time.
- 17.3 Fire Prevention Employees are normally scheduled to work forty (40) hours per week during a five (5) day workweek beginning on Monday and ending on Friday. Work hours and days shall be at the discretion of the Fire Chief or designee. The basic pay period shall consist of fourteen (14) days.
- 17.4 If an Employee is approved to voluntarily swap hours with another Employee for an Employee's convenience, no overtime compensation will be payable to the Employee providing relief.

ARTICLE 18

ANNUAL, PERSONAL, PTO & LEAVE DONATION

- 18.1 Employees hired on or after June 14, 2011 shall accrue Paid Time Off (PTO).
- 18.2 All full-time twenty-four (24) hour shift personnel who accrue annual leave, who have been continuously employed for the following periods, and who have either worked, been on paid leave, or on the payroll for injury shall accrue annual leave with pay as follows:

LENGTH OF CONTINUOUS SERVICE

0-47	months = 7.3900 hours per pay period
48-167	months = 9.2300 hours per pay period
168-227	months = 12.0000 hours per pay period
228-999	months = 14.7700 hours per pay period

All twenty-four (24) hour shift personnel who accrue annual leave shall be permitted to accrue up to one thousand two hundred (1,200) hours. For the purposes of sell back to the County, sell back shall be at regular rate of pay, for only the unused hours above the one thousand two hundred (1,200) hours accrued as of September 30th of each year. Said payment shall be in the first payday in November.

- 18.3 All full-time forty (40) hour workweek personnel who accrue annual leave, who have been continuously employed for the following periods and who have either worked, been on paid leave, or on the payroll for injury shall accrue annual leave with pay as follows:

LENGTH OF CONTINUOUS SERVICE

0-47	months = 4.1538 hours per pay period
48-167	months = 5.0769 hours per pay period
168-227	months = 6.9231 hours per pay period
228-999	months = 8.7692 hours per pay period

All full-time forty (40) hour workweek personnel who accrue annual leave, shall be permitted to accrue up to four hundred (400) hours. For the purposes of sell back to the County, sell back shall be at regular rate of pay, for only the unused hours above the four hundred (400) hours accrued as of September 30<sup>th</sup> of each year. Said payment shall be in the first payday in November.

- 18.4 For the purpose of this Article, for fifty-six (56) hour workweek personnel, one (1) day equals twenty-four (24) hours. For forty (40) hour workweek employees, one

(1) day equals eight (8) hours.

- 18.5 By written consent of any employee covered under this Agreement, annual leave, sick leave or PTO time may be donated to a fellow Employee under the terms and conditions outlined below:
  - A. That the recipient through accident or illness shall have exhausted all time in their PTO, annual leave and sick leave account.
  - B. That all time donated will be deducted from the donor's leave account and posted to the fellow Employee's leave account, on a pay period by pay period basis for only the hours needed in that pay period.
  - C. Employees who have submitted their notice of separation are not eligible to donate leave.
  
- 18.6 Up to six (6) employees may be off on PTO, vacation, annual, personal holiday, or bonus leave per shift except for holidays. This leave will be automatically approved. Leave on holidays is not guaranteed and if the vacancy cannot be filled the employee must report for duty. The Fire Chief may increase the number of employees off.
  
- 18.7 In October of each year, employees can submit a request for vacation of up to fourteen (14) days for the following calendar year. This leave will be automatically approved by TIS seniority. For holidays, approval does not guarantee the leave will be filled. All other leave will be on a first come/first served basis.
  
- 18.8 For purposes of calculation, new employees shall accrue PTO during the first full pay period after employment, however, will not be eligible to use such accruals until completion of ninety (90) days of employment.
  
- 18.9 All full-time twenty-four (24) hour shift personnel who accrue PTO leave, who have been continuously employed for the following periods and who have either worked, been on paid leave, or on the payroll for injury shall accrue paid time off (PTO) as follows:

LENGTH OF CONTINUOUS SERVICE

0-47	months = 16.1538 hours per pay period
48-167	months = 18.4615 hours per pay period
168-227	months = 20.7692 hours per pay period
228-999	months = 23.0769 hours per pay period

All full-time twenty-four (24) hour shift personnel who accrue PTO leave shall be permitted to accrue up to twelve hundred (1,200) hours of PTO as of September 30<sup>th</sup> of each year. Any employee who has accumulated the maximum of PTO

leave shall be paid for fifty percent (50%) of any unused PTO leave above twelve hundred (1,200) as of September 30<sup>th</sup> of each year at their current rate of pay. Said payment shall be in the first payday in November.

- 18.10 All full-time forty (40) hour workweek personnel who accrue PTO leave, who have been continuously employed for the following periods, and who have either worked, been on paid leave or on the payroll for injury shall accrue paid time off (PTO) as follows:

LENTH OF CONTINUOUS SERVICE

0-47	months = 5.3846 hours per pay period
48-167	months = 6.1538 hours per pay period
168-227	months = 6.9231 hours per pay period
228-999	months = 7.6923 hours per pay period

All full-time forty (40) hour workweek personnel, who accrue PTO leave shall be permitted to accrue up to seven hundred and twenty (720) hours of PTO as of September 30<sup>th</sup> of each year. Any employee who has accumulated the maximum of PTO leave shall be paid for fifty percent (50%) of any unused PTO leave above seven hundred twenty (720) as of September 30<sup>th</sup> of each year at their current rate of pay. Said payment shall be in the first payday in November.

- 18.11 Employees who accrue PTO and who resign or separate from the County for any reason other than retirement in accordance with the Florida Retirement System (“FRS”), lay-off, or death are not eligible for any payout of accrued PTO Leave.

Employees who separate because they retire from the County in accordance with FRS shall be paid a lump sum payment for any unused PTO Leave based upon the following scale:

Years of Completed Service with <u>Nassau County</u>	Accruals <u>Paid Out</u>
10 through 19	33%
20 through 29	66%
30+	100%

In the event that such separation is caused by death, one-hundred percent (100%) of all accrued PTO leave shall be made payable to the employee and provided to his/her beneficiary, estate or as provided by law.

- 18.12 Any Employee who accrues annual, personal or bonus leave and who is separated from the County due to resignation with two (2) weeks’ written notice, retirement, death, or medical discharge shall be compensated for their balance of Annual Leave up to a maximum of seventy (70) days which equates to one

thousand six hundred eighty (1680) hours. All unused Annual, and Bonus leave in the Employee's leave account shall be paid at separation or the next pay period. In the event that such separation is caused by death, payment shall be made payable to the employee and provided to his/her beneficiary, estate or as provided by law.



## ARTICLE 19

## HOLIDAYS and BONUS LEAVE

19.1 The following are Holidays under this Agreement:

New Years Day	January 1
M. L. King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Good Friday	Friday preceding Easter
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day After Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

- 19.2 Twenty-four (24) hour shift personnel hired before October 1, 2012 shall have twelve (12) hours annual leave or PTO placed in their leave account for each holiday observed, regardless of whether the Employee works said Holiday. Employees hired before October 1, 2012, who work on said holiday (s) will be paid 1-1/2 times their rate of pay for twelve (12) hours.
- 19.3 Employees hired on or after October 1, 2012, will be paid one and one half (1-1/2) times their rate of pay for any hours worked on a holiday.
- 19.4 Should an employee be transferred from a 24-hour shift work schedule to a 40-hour workweek, any hours of accrued leave/PTO shall be computed by dividing by the conversion factor one point five (1.5). If an employee is transferred from a 40-hour workweek to a 24-hour shift work schedule, any hours of accrued leave/PTO shall be computed by multiplying by the conversion factor one point five (1.5).
- 19.5 Employees with a sick leave account who complete any quarter (January 1<sup>st</sup> – March 31<sup>st</sup>; April 1<sup>st</sup> – June 30<sup>th</sup>; July 1<sup>st</sup> - September 30<sup>th</sup> or October 1<sup>st</sup> – December 31<sup>st</sup>) without charging sick leave or leave without pay, shall accrue one (1) bonus day at the completion of the quarter, at the employee's normal straight time rate. Employees may accrue up to a maximum of ninety-six (96) hours at any given time. Bonus leave will not accrue and therefore will be forfeited if the bank is at the maximum at the end of each quarter. Employees who resign or are separated in good standing, including retirement, or a

reduction in force, shall receive pay for his/her unused accrued Bonus Leave at the date of separation.

- 19.6 Employees hired before October 1, 2012 shall receive one (1) Personal Holiday Day each fiscal year. Any unused Personal Holiday on September 30<sup>th</sup> of each year shall be forfeited.

## ARTICLE 20

## SEPARABILITY

- 20.1 In the event that any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such holding shall apply only to the Article, Section or portion thereof specified in the Court's decision. All other Articles, Sections, portions not so invalidated shall remain in full force and effect. The parties will meet to renegotiate the affected Article, Section or Portions specified in the court's decisions.

ARTICLE 21

CIVIL LEAVE

- 21.1 The language in effect in the County's policy and procedures concerning civil leave at the time this Agreement is jointly executed shall remain in effect during the duration of this Agreement.

## ARTICLE 22

## DISCIPLINE AND DISCHARGE

- 22.1 No Employee shall be disciplined or discharged without just cause. Any discharge or disciplinary action shall conform to all laws, applicable County Policies and Procedures, Department Work Rules and Regulations, the Firefighter's Bill of Rights as set forth in Florida Statute 112.82 and Standard Administrative Procedures #2 – Personnel Investigations and Progressive Discipline.
- 22.2 A hearing shall be held to investigate the charges prior to the imposition of discipline or discharge in accordance with Florida State Statute 112.82.

## ARTICLE 23

## BEREAVEMENT LEAVE

- 23.1 All Fire/Rescue Department Employees covered by this Agreement will be granted administrative leave with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall be at least forty-eight (48) hours for 24-hour shift employees and thirty-two (32) for forty (40) hour employees and shall not be charged to Annual, Sick, PTO, Personal Holiday, or Bonus leave. Requests for time off shall be submitted to the Battalion Chief or designee. The Fire Chief or designee may approve the use of the employee's other accrued leave if travel or other extenuating circumstances deem it necessary. The Employee's immediate family is defined as the Employee's spouse, children of both the Employee and the spouse, mother, father, mother-in-law, father-in-law, brother, sister, step children, step parents, grandparent, or grandchildren of the individual, or other close relatives who reside permanently with the Employee.
- 23.2 All Fire/Rescue Department Employees covered by this Agreement will be granted (8) eight hours bereavement leave with pay to attend funeral services of other, family members not mentioned above, brother-in-law, sister-in-law, aunts and uncles. Requests for time off shall be submitted to the Battalion Chief. The Fire Chief or designee may approve the use of the employee's other accrued leave if travel or extenuating circumstances deem it necessary.

## ARTICLE 24

## OVERTIME

- 24.1 In the event that a need for overtime occurs in the Fire/Rescue Department, overtime is provided for members of the bargaining unit at the discretion of the Fire Chief and shall be voluntary. The Employee shall be paid at a rate of one and one-half (1 1/2) times their regular rate of pay for all hours in excess of their regular scheduled work period as governed by the Fair Labor Standards Act (FLSA). All overtime shall be distributed and rotated equally. The Employer agrees to maintain a log to show the time of call and the response from each Employee called. When overtime is worked, it will be paid in the fourteen (14) day cycle.
- 24.2 During the attempt to fill the overtime slot, the on-duty Employee holding said slot will not be released from duty until relief is obtained.
- 24.3 Employees of the bargaining unit shall have overtime hours distributed by a rotating list. The process by which overtime is assigned shall be agreed upon by management and labor, prior to implementation. This process shall be addressed in NCFR Rules and Regulations, Overtime Appendix, and reviewed annually or as needed.
- 24.4 Forty (40) hour workweek personnel covered by this agreement shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for overtime.
- 24.5 Bereavement time limited to the first forty-eight (48) hours and schools and special assignments assigned by the County will be considered hours worked for the purpose of calculating overtime.
- 24.6 Bargaining unit employees assigned to work during a Local State of Emergency as declared by the Board of County Commissioners shall be paid double time for any hours worked outside their normal work schedule while the Fire Department is staffing any extra units or personnel as a result of the Local State of Emergency. The Fire Chief shall determine the beginning and ending point for the altered staffing levels based on the specific conditions of the emergency. The fact that a Local State of Emergency is declared, in and of itself, does not dictate the double time payment. Double time is not limited to the specific units being staffed but shall apply to all members of the bargaining unit during the period of time in which extra personnel are being utilized. Once normal staffing levels and operations are resumed, the double time pay will cease.
- 24.7 Any bargaining unit employee(s) not normally assigned to the EOC shall be paid double time for all hours in which they are assigned to the EOC outside their normal work schedule as a result of the emergency that prompted the declaration

of a Local State of Emergency.

24.8 When NCFR personnel are deployed in accordance with a request from the Florida Fire Chiefs Association, the Florida Incident Management Team, or an execution of an Emergency Management Assistance Compact (EMAC) agreement, and have been assigned a WebEOC Mission Number through the State Emergency Operations Center, personnel will be compensated in accordance with the following portal to portal procedures and rate during approved deployments:

1. The employee will be considered on duty when he/she checks in on the appropriate date and time at the designated deployment area as identified by a NCFR Fire Chief or designee.
2. The employee will be considered off duty when he/she checks out on the appropriate date and time at the designated home base, or staging area and is released by a NCFR Fire Chief or designee.
3. The employee will be compensated at their hourly rate in accordance with Article 24.6 of the Current Collective Bargaining Agreement.

During deployments, meals are typically provided by the hosting agency. In the event they are not provided or are needed during travel to and from the event, they may be purchased individually. In order to be considered for reimbursement, employees must submit reimbursement requests in compliance with the current requirements of the Board of County Commissioners.



## ARTICLE 25

## LONGEVITY PAY

- 25.1 All full-time, twenty-four (24) hour bargaining unit employees hired before October 1, 2012, will receive longevity pay for each five (5) years of service as listed below:

<u>Years of Service</u>	<u>Longevity Pay Per Hour</u>
6-10 years	\$0.1648
11-15 years	\$0.3297
16-20 years	\$0.4945
21-25 years	\$0.6593
26-30 years	\$0.8242
31-35 years	\$0.9890
36-40 years	\$1.1538
41-45 years	\$1.3187

- All full-time, forty (40) hour week bargaining unit employees hired before October 1, 2012, will receive longevity pay for each five (5) years of service as listed below:

<u>Years of Service</u>	<u>Longevity Pay Per Hour</u>
6-10 years	\$0.2308
11-15 years	\$0.4615
16-20 years	\$0.6923
21-25 years	\$0.9231
26-30 years	\$1.1538
31-35 years	\$1.3846
36-40 years	\$1.6154
41-45 years	\$1.8462

## ARTICLE 26

## UNIFORM ALLOWANCE

- 26.1 All uniforms required in the performance of their duties shall be furnished by the Employer and at no cost to the Employee.
- 26.2 Uniforms will only be worn on duty and up to one (1) hour before and after employee reports or leaves duty. No Uniform or parts of uniforms will be worn for personal use without permission of the Fire Chief.
- 26.3 The Employer shall provide each new employee with the following uniform items as soon as possible after employment and will replace on an as needed basis.

- 8 Department T Shirts
- 1 Class A Dress Shirt
- 2 Class B Command Shirts
- 1 Class A Dress Trousers
- 4 Work Trousers
- 1 Set of Officer Insignias (at time of promotion)
- 1 Pair of Class A Dress shoes
- 1 Black Belt
- 1 Name Plate
- 1 Black Dress Tie- males; Ribbon style- Females
- 1 Work Jacket with Liner
- 1 Department Ball cap with Department logo
- 1 pair work boots

The Employee shall maintain uniforms in a neat and clean condition at all times. The Uniform of the Day for the ranks of Firefighter through Lieutenant shall be the department issued t-shirt, work trousers, and work boots/shoes; unless special events require otherwise. The Uniform of the Day for the rank of Fire Battalion Chief shall be department issued dress shirt or golf style shirt during business hours, work trousers and work boots/shoes; unless special events require otherwise.

- 26.4 All Fire/Rescue Department Employees will be issued Bunker Gear which shall consist of the following: Coat, Pants, Suspenders, Protective hood, Gloves, Helmet and Boots. All bunker gear shall meet or exceed NFPA standards on gear requirements. Equipment required to be carried in an Employee's bunker gear will also be issued.
- 26.5 Upon his/her time-of-service retirement, an Employee who has been issued a helmet shall be entitled to keep same without charge.

- 26.6 Employees will be able to keep their badges and helmets provided they are promoted, resign after a minimum of 5 years of service, or retire in good standing.

## ARTICLE 27

## EDUCATIONAL ASSISTANCE PROGRAM

- 27.1 It is the policy of the County to make available to employees the opportunity for training, development, and advancement consistent with the individual's ability, performance, budgetary limitations, and requirements of the County. Fire/Rescue Department employees shall be reimbursed for any costs for tuition, books, and fees upon successful completion of job-related courses offered by the Florida State Fire College or any accredited institution. Employees shall be reimbursed for all courses necessary for completing any job-related degree program. Approved degree programs for reimbursement are EMS, Fire Science, Public Administration, Business Management, Nursing, Emergency Management, and any degree program approved by the Florida State Bureau of Fire Standards and Training, Fire Chief and/or County Manager. Employees are eligible for reimbursement for twelve (12) credit hours per fiscal year. The cost for any additional hours carried during a fiscal year shall be the responsibility of the Employee. Fire/Rescue Department employees shall also be reimbursed for any courses required for re-certification or those which are required or approved by the Department. The Employee must obtain a final grade of "C" or better to be eligible for reimbursement. If the course is strictly pass/fail, the Employee must successfully complete the course and render a certificate of completion to receive tuition reimbursement.
- 27.2 Employees must submit transcripts, grade reports, or certifications, as well as receipt of payment to receive reimbursement. The County will not reimburse employees who have courses paid by other means.
- 27.3 Fire/Rescue Department employees who have successfully acquired an approved two (2) year degree, as listed in 27.1 shall receive a \$0.4120 per hour pay differential. The hourly amounts may be higher due to overtime, holidays, or the Garcia cycle. Initial requests for education pay shall be emailed in writing through the chain of command with a sealed transcript sent to Human Resources. The date of the email shall serve as the effective date of the incentive pay.
- 27.4 The Department shall provide all Continuing Education Units (CEU's) and re-certifications needed to maintain their Paramedic or EMT license. These classes shall be provided to the Employee. The Employer shall pay for all State fees for re-certification.
- 27.5 Employees who enroll in a Paramedic program will be reimbursed for this course only if they have prior approval from the Fire Chief and have passed the State Boards.

- 27.6 Fire/Rescue Department employees who have successfully acquired an approved four (4) year degree, as listed in 27.1, shall receive a \$0.6181 per hour pay differential. The hourly amounts may be higher due to overtime, holidays, or the Garcia cycle. Initial requests for education pay shall be emailed in writing through the chain of command with a sealed transcript sent to Human Resources. The date of the email shall serve as the effective date of the incentive pay.
- 27.7 An employee who has availed himself/herself of the reimbursement under this article, who separates from employment for any reason, other than reaching retirement, and prior to completing twelve (12) months with the county after receiving the reimbursement for the course(s) shall repay the county the total amount he/she received for the course(s). Should the employee separate from employment prior to completing twenty-four (24) months, he/she will repay fifty (50%). Such repayment shall be withheld from the final paycheck as allowed by law and any remaining amount shall be paid directly by the Employee to the County.
- 27.8 Any employee who plans on attending classes in the upcoming fiscal year shall submit an education plan which will consist of degree type, anticipated classes, and expenses to the Fire Chief no later than March 1st of the current year to assist in the budget process. Employees that do not submit an education plan by March 1st of the current year, may not be approved for reimbursement by the Fire Chief. All courses submitted in the employee's educational plan shall be reimbursed upon successful completion or passing with a "C" or better.
- 27.9 Approved tuition reimbursement will be paid up to the in-state student rate for the appropriate degree. Associates (2-year degree) will be reimbursed up to the Florida State College at Jacksonville rate. Bachelors (4-year degree) will be reimbursed up to the Florida State College at Jacksonville or University of North Florida rates. Any level of education higher than a Bachelors (4-year degree) must be approved for reimbursement by a committee consisting of the Union President, Fire Chief, and County Manager. If approved, said degree will be reimbursed up to the Florida State College at Jacksonville or University of North Florida rates.

## ARTICLE 28

## STATION EQUIPMENT

- 28.1 All County-owned Fire/Rescue stations that house full-time Employees shall be equipped with at least a microwave, refrigerator-freezer, and a stove with an oven. Desktop computer with internet access may be provided if available. The County shall also provide usable living area (per number of assigned personnel), and kitchen/eating utensils (including pots, pans, and dishware). The County shall provide and maintain each station with a clothes washing machine and clothes dryer.

ARTICLE 29

RESIDENCE

29.1 No Fire/Rescue Employees covered by this agreement shall be required to reside within the boundaries of Nassau County.

## ARTICLE 30

## SICK LEAVE AND UNSCHEDULED PAID TIME OFF (PTO)

- 30.1 Employees hired after June 14, 2011, shall be assigned Paid Time Off (PTO) and shall accrue time as listed in Article 18 of this agreement.
- 30.2 Sick Leave or unscheduled PTO may be used after completion of ninety (90) days of employment. Unscheduled PTO may be approved by the Fire Chief prior to completion of ninety days on a case-by-case basis. The Employee shall have the responsibility of notifying the Battalion Chief promptly of any illness that requires absence from work. Sick leave or unscheduled PTO shall be granted for the following purposes:
- A. Personal illness or injury not connected with work.
  - B. Medical or dental consultation or treatment
  - C. Sick leave or unscheduled PTO shall be granted for illness or injury of immediate family of the Employee, immediate family is defined as spouse, children, mother, father, brother, sister, step-children, grandparents, step-parents of the employee and spouse. Sick leave or PTO used for any other family members other than as defined above must be approved by the Fire Chief or his designee prior to use.
- 30.3 All full-time twenty-four (24) hour shift personnel who accrue sick leave, shall receive sick leave which equates to 11.0769 hours per pay period.
- 30.4 All forty (40) hour workweek personnel who accrue sick leave shall receive 5.5385 hours of sick leave per pay period.
- 30.5 All full-time twenty-four (24) hour shift personnel who accrue sick leave, shall be permitted to accrue up to two thousand one hundred sixty (2,160) hours which equates to ninety (90) days for the purposes of sell back to the County. Sell back shall be at the employees' regular rate of pay, for only the unused hours above the two thousand one hundred sixty (2160) hours accrued as of September 30<sup>th</sup> of each year. Said payment shall be in the first payday in November.
- 30.6 All full-time forty (40) hour workweek personnel who accrue sick leave, shall be permitted to accrue up to seven hundred twenty (720) hours which equates to ninety (90) days for the purposes of sell back to the County. Sell back shall be at the employee's regular rate of pay, for only the unused hours above the seven hundred twenty (720) hours accrued as of September 30<sup>th</sup> of each year. Said payment shall be in the first payday in November.
- 30.7 Any L3101 bargaining unit employee that sustains an off the job injury and/or illness, and desires to work a light duty assignment, may be offered light duty



work at Fire/Rescue Headquarters, as determined by the Fire Chief, under the following provisions:

1. Said employee shall be subject to the procedures set forth in Human Resources Payroll Procedures for Fire/Rescue Light Duty Assignments (Non-Worker's Compensation Procedures).
2. Said employee must be able to perform said work within any restrictions or accommodations as determined by his/her doctor(s).
3. The light duty assignment is not limited to work currently being performed by FTE positions at Fire Rescue Headquarters, and may include, but is not limited to, supplementing the tactical support position, instructing classes, reviewing SOG/SOPs, assisting with various committees and projects, maintaining specialized equipment, or any other work deemed necessary by the Fire Chief.

The intent of this procedure is to provide said employee with light duty work when the Fire Chief determines that there is work that needs to be done. The Fire Chief is not obligated to create work simply to provide light duty work for said employee.

- 30.8 Any Employee who accrues sick leave and who is separated from the County (retirement, death, or medical discharge) shall be compensated for their balance of sick leave up to a maximum of ninety (90) days which equates to two thousand one hundred sixty (2160) hours. In the event that such separation is caused by death, payment for unused sick leave shall be made payable to the employee and provided to his/her beneficiary, estate or as provided by law.

## ARTICLE 31

## INSURANCE AND PENSION

- 31.1 The Employer agrees to provide Health Insurance for all eligible employees at no cost to the Employee, and fifty percent (50%) of their dependent coverage under this agreement. Employees hired on or after May 23, 2009 shall contribute towards health insurance benefits in accordance with the County's Personnel Policies and Procedures. The Union shall have the right to attend the Insurance Committee Meetings open to the public to make themselves aware of any upcoming insurance changes. Provided no substantial changes occur in the Health Insurance benefits, the Union waives its right to bargain Health Insurance benefits during the term of this agreement. If a substantial change is proposed the Union shall notify the County of its desire to negotiate within fifteen (15) workdays of the Insurance Committee Meeting.
- 31.2 All Employees covered under this agreement shall be provided a group life insurance program which will consist of coverage at a minimum of \$10,000.00. Said coverage shall be at no cost to the Employer.
- 31.3 The Florida State Retirement System (FRS) shall remain as an integral part of this agreement and shall remain in effect until the expiration date of this Agreement or at such time as the FRS affects this Agreement and re-negotiation becomes necessary.

## ARTICLE 32

## RELIEF FOR FIRE AND MEDICAL PERSONNEL

- 32.1 It shall be the policy of the Employer to provide relief at any alarm based on the judgement and discretion of the Battalion Chief or Incident Commander. Relief periods shall be provided, and crews rotated in order to allow members to rehabilitate and recuperate prior to being rotated back into the emergency scene. Consideration should be given to conditions including but not limited to extreme heat or cold, amount of time wearing turnout gear, and total time on scene. Crews may also be rotated out with fresh companies and returned to service at the discretion of the Incident Commander.
- 32.2 The Employer agrees that a Rescue Unit with trained medical personnel and advanced life support equipment shall be present at the scene of all major fires or emergencies.
- 32.3 In situations where personnel are required to remain at an emergency for an extended period, as determined by the Fire Chief, the Department shall provide meals and fluid replacement for all personnel assigned to the scene.

## ARTICLE 33

## SANITATION, MAINTENANCE AND UPKEEP

- 33.1 The Employer agrees to provide materials required in the day-to-day maintenance and upkeep of all Fire/Rescue Stations. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all Fire/Rescue Stations. Employees shall not waste or abuse provided supplies.
- 33.2 This Article shall include compliance with SOP's concerning sanitation/decontamination.

ARTICLE 34

SUCCESSORS

- 34.1 This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

## ARTICLE 35

## SAFETY AND HEALTH

35.1 The Employer shall provide each Employee an annual physical at no cost to the Employee. Said physicals shall have mandatory participation and be given by Nassau County's contracted physicians; said physical shall consist of at least the following items:

1. Blood Tests (SMAC 24 with Lipid profile)
  - A. PSA Test for male Employees 40 years of age
2. Urinalysis (dipstick)
3. Hearing Test
4. Vision Test
5. 12 Lead EKG (resting)
  - A. If over 45 years of age, a stress test shall be performed if three (3) or more cardiovascular risk factors are present or the examining physician recommends.
6. Chest X-ray every two (2) years; unless examining physician or employee requests yearly.
7. HIV (at the request of the employee)
8. TB (PPD)
9. Spirometry (PFT if abnormal)
10. PAP Smear, for female Employees optional.

Any other test shall be at the discretion of the examining physician and within established guidelines mandated or recommended by applicable laws, standards, or regulations.

35.2 The examining physician will have the responsibility to decide if additional evaluations are necessary.

35.3 The Employer shall provide at no cost to the employee, immunization against Hepatitis B and any other immunizations that become available for the protection against other types of Hepatitis. The Employer shall also provide any other immunizations that are mandated or regulated by applicable laws, standards, or regulations.

35.4 Employees are encouraged to engage in activity that improves their fitness level. Fitness activity may be for at least one (1) hour during their duty assignment.

ARTICLE 36

GENDER

- 36.1 Whenever male gender is used in this Agreement it shall be construed to include male and female Employees unless grammatically infeasible.

ARTICLE 37

APPENDICES AND AMENDMENTS

- 37.1 Appendices and Amendments of this Agreement shall be numbered or lettered, dated and signed by the Employer and Union Representatives and shall be subject to all provisions of this Agreement.



## ARTICLE 38

## TRANSFER PAY

- 38.1 Twenty-four (24) hour shift employees of the Fire Rescue Department that are transferred, for any reason to another station, to include Mandatory Overtime, that requires them to commute, other than their regular duty station, will be paid a flat rate of twelve dollars (\$12.00) per transfer, regardless when notified.
- 38.2 If the employee is notified that the days are consecutive (day 1, 2, and 3) he will be paid for only one transfer. If transferred multiple times in one day, then he will be paid for each appropriate transfer.
- 38.3 A transfer, as defined for this Article, shall be to a station other than the Employee's regular duty station.

## ARTICLE 39

## MANAGEMENT RIGHTS

- 39.1 The Union and its members recognize and agree that the County has the right to manage and direct any and all of its operations as provided for in Florida Statutes, Section 447.209. It is the right of the public employer to determine unilaterally the purpose of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for the proper cause, and relieve its employees from duty because of the lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees of their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulations.
- 39.2 The County has not agreed, except as may be clearly and expressly provided in this agreement, to waive any management rights the County has under Florida Law, including those referenced in Florida Statutes Section 447.209.
- 39.3 Nothing in this Article shall affect the obligation to bargain over the impact of the exercise of a management right as required by law. Moreover, should the Public Employees Relations Commission or a court subsequently clarify additional rights, the County shall retain those rights as well as the ability to exercise those additional rights.

ARTICLE 40

PAYROLL DEDUCTION

- 40.1 The Employer agrees to payroll deduct and/or direct deposit, each pay period, any set amount the Employee desires and deposit said amount with any Bank or Credit Union chartered in the State of Florida, at no cost to the Union or the Employee. Such deductions and/or direct deposits shall be limited to a maximum of four (4) Banks and/or Credit Unions per employee.

## ARTICLE 41

## PERSONNEL RECORDS

- 41.1 Adverse materials may not be placed in the Employee's personnel files without the employee first having the opportunity to sign such materials. Such signature shall only acknowledge receipt and shall not mean that the employee agrees or disagrees with the adverse material. Employees shall have the right to copies of any adverse materials placed in their personnel file and to provide a response. This response shall be made in writing and shall be contained in the Employee's personnel file along with the adverse material.

## ARTICLE 42

## OUT OF CLASSIFICATION PAY

- 42.1 Any Fire/Rescue Employee who is required to accept responsibilities and carry out the duties of a position or rank for which they are qualified in accordance with Article 11, he/she shall be paid at the rate for the position or rank for which they are functioning.
- 42.2 The Employee working out of classification must work in the position for a minimum of one (1) hour to receive out of position pay.
- 42.3 Employees working in a lower classification will receive their original rate of pay and shall not suffer any loss of pay as a result of such reassignment.
- 42.4 No employee shall be placed in a position of being "in charge" who does not meet the minimum qualifications for the position as defined in Article 11, and who is on probationary status.

ARTICLE 43

CALL BACK PAY

- 43.1 When an Employee covered by this Agreement is called back to duty at a time when they are off shift or reports to work for overtime and is not utilized, the Employee shall be paid at one and one-half (1-1/2) times their regular rate of pay for a minimum of three (3) hours.

ARTICLE 44

DURATION OF AGREEMENT

- 44.1 This Agreement will be in full force and effect as of October 1, 2022 and shall remain in full force and effect until September 30, 2025.
- 44.2 Either Party of this Agreement shall be allowed to reopen two (2) articles per fiscal year. Any party seeking to reopen an article must notify the other party no earlier than April 1<sup>st</sup> and no later than June 1<sup>st</sup> of the fiscal year. Alternatively, any article(s) mutually agreed upon for negotiations during the term of this Agreement may also be reopened for discussion.
- 44.3 This Agreement shall remain in effect during any negotiations and shall remain in full force and effect until such time as a new Agreement is reached.
- 44.4 This signed Agreement replaces and supersedes all past Agreements.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated herein.

\_\_\_\_\_  
 Marshall D. Eyerman  
 Assistant County Manager/  
 Lead Negotiator

\_\_\_\_\_  
 Matthew D. Waggoner  
 Union 2<sup>nd</sup> Vice-President/  
 Lead Negotiator

County Negotiating Team  
 Taco E. Pope, County Manager  
 John Dickinson, Esq.  
 Brady S. Rigdon, Fire Chief  
 Billy Greg Roland, Asst. Fire Chief  
 Ashley D. Metz, Human Resources Director  
 Tina L. Keiter, Employee Services Manager

Union Negotiating Team  
 Darron C. Ayscue, Union President  
 James Casteel, Secretary/Treasurer  
 Weston W. Gill, L3101  
 Zackery O. Alkire, L3101

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
 Jeff Gray  
 Its: Chairman

ATTEST: \_\_\_\_\_  
 John A. Crawford  
 Its: Ex-Officio Clerk

Appendix A

Year 1 (22/23)		7.00%	minimum base																			maximum base	
CLASSIFICATION			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Paramedic	Hourly		\$ 13.4685	\$ 13.8052	\$ 14.1504	\$ 14.5041	\$ 14.8667	\$ 15.2384	\$ 15.6194	\$ 16.0098	\$ 16.4101	\$ 16.8203	\$ 17.2408	\$ 17.6719	\$ 18.1137	\$ 18.5665	\$ 19.0307	\$ 19.5064	\$ 19.9941	\$ 20.4939	\$ 21.0063	\$ 21.5314	\$ 22.0697
Firefighter / EMT	Hourly		\$ 13.6479	\$ 13.9890	\$ 14.3388	\$ 14.6972	\$ 15.0647	\$ 15.4413	\$ 15.8273	\$ 16.2230	\$ 16.6286	\$ 17.0443	\$ 17.4704	\$ 17.9072	\$ 18.3548	\$ 18.8137	\$ 19.2841	\$ 19.7662	\$ 20.2603	\$ 20.7668	\$ 21.2860	\$ 21.8181	\$ 22.3636
Firefighter	Hourly		\$ 13.6479	\$ 13.9890	\$ 14.3388	\$ 14.6972	\$ 15.0647	\$ 15.4413	\$ 15.8273	\$ 16.2230	\$ 16.6286	\$ 17.0443	\$ 17.4704	\$ 17.9072	\$ 18.3548	\$ 18.8137	\$ 19.2841	\$ 19.7662	\$ 20.2603	\$ 20.7668	\$ 21.2860	\$ 21.8181	\$ 22.3636
Engineer	Hourly		\$ 15.6950	\$ 16.0874	\$ 16.4896	\$ 16.9018	\$ 17.3244	\$ 17.7575	\$ 18.2014	\$ 18.6565	\$ 19.1229	\$ 19.6009	\$ 20.0910	\$ 20.5932	\$ 21.1081	\$ 21.6358	\$ 22.1767	\$ 22.7311	\$ 23.2994	\$ 23.8818	\$ 24.4789	\$ 25.0909	\$ 25.7181
Fire Inspector/Investigator	Hourly	15.00%	\$ 23.5416	\$ 24.1301	\$ 24.7334	\$ 25.3517	\$ 25.9855	\$ 26.6352	\$ 27.3010	\$ 27.9836	\$ 28.6832	\$ 29.4002	\$ 30.1352	\$ 30.8886	\$ 31.6608	\$ 32.4524	\$ 33.2637	\$ 34.0953	\$ 34.9476	\$ 35.8213	\$ 36.7169	\$ 37.6348	\$ 38.5757
Lieutenant	Hourly		\$ 18.0493	\$ 18.5005	\$ 18.9630	\$ 19.4371	\$ 19.9230	\$ 20.4211	\$ 20.9316	\$ 21.4549	\$ 21.9913	\$ 22.5411	\$ 23.1046	\$ 23.6822	\$ 24.2743	\$ 24.8811	\$ 25.5032	\$ 26.1407	\$ 26.7943	\$ 27.4641	\$ 28.1507	\$ 28.8545	\$ 29.5758
Captain	Hourly		\$ 18.9517	\$ 19.4255	\$ 19.9112	\$ 20.4090	\$ 20.9192	\$ 21.4422	\$ 21.9782	\$ 22.5277	\$ 23.0909	\$ 23.6681	\$ 24.2598	\$ 24.8663	\$ 25.4880	\$ 26.1252	\$ 26.7783	\$ 27.4478	\$ 28.1340	\$ 28.8373	\$ 29.5583	\$ 30.2972	\$ 31.0546
Fire Battalion Chief	Hourly	5.00%	\$ 21.7945	\$ 22.3394	\$ 22.8979	\$ 23.4703	\$ 24.0571	\$ 24.6585	\$ 25.2749	\$ 25.9068	\$ 26.5545	\$ 27.2184	\$ 27.8988	\$ 28.5963	\$ 29.3112	\$ 30.0440	\$ 30.7951	\$ 31.5649	\$ 32.3541	\$ 33.1629	\$ 33.9920	\$ 34.8418	\$ 35.7128
		15.00%																					

Year 2 (23/24)		5.00%	minimum base																				maximum base
CLASSIFICATION			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Paramedic	Hourly		\$ 14.1419	\$ 14.4955	\$ 14.8579	\$ 15.2293	\$ 15.6101	\$ 16.0003	\$ 16.4003	\$ 16.8103	\$ 17.2306	\$ 17.6614	\$ 18.1029	\$ 18.5555	\$ 19.0193	\$ 19.4948	\$ 19.9822	\$ 20.4818	\$ 20.9938	\$ 21.5186	\$ 22.0566	\$ 22.6080	\$ 23.1732
Firefighter / EMT	Hourly		\$ 14.3302	\$ 14.6885	\$ 15.0557	\$ 15.4321	\$ 15.8179	\$ 16.2134	\$ 16.6187	\$ 17.0342	\$ 17.4600	\$ 17.8965	\$ 18.3439	\$ 18.8025	\$ 19.2726	\$ 19.7544	\$ 20.2483	\$ 20.7545	\$ 21.2733	\$ 21.8052	\$ 22.3503	\$ 22.9090	\$ 23.4818
Firefighter	Hourly		\$ 14.3302	\$ 14.6885	\$ 15.0557	\$ 15.4321	\$ 15.8179	\$ 16.2134	\$ 16.6187	\$ 17.0342	\$ 17.4600	\$ 17.8965	\$ 18.3439	\$ 18.8025	\$ 19.2726	\$ 19.7544	\$ 20.2483	\$ 20.7545	\$ 21.2733	\$ 21.8052	\$ 22.3503	\$ 22.9090	\$ 23.4818
Engineer	Hourly		\$ 16.4798	\$ 16.8918	\$ 17.3141	\$ 17.7469	\$ 18.1906	\$ 18.6454	\$ 19.1115	\$ 19.5893	\$ 20.0790	\$ 20.5810	\$ 21.0955	\$ 21.6229	\$ 22.1635	\$ 22.7176	\$ 23.2855	\$ 23.8676	\$ 24.4643	\$ 25.0759	\$ 25.7028	\$ 26.3454	\$ 27.0040
Fire Inspector/Investigator	Hourly	15.00%	\$ 24.7187	\$ 25.3367	\$ 25.9701	\$ 26.6193	\$ 27.2848	\$ 27.9669	\$ 28.6661	\$ 29.3827	\$ 30.1173	\$ 30.8703	\$ 31.6420	\$ 32.4331	\$ 33.2439	\$ 34.0750	\$ 34.9269	\$ 35.8000	\$ 36.6950	\$ 37.6124	\$ 38.5527	\$ 39.5165	\$ 40.5044
Lieutenant	Hourly		\$ 18.9517	\$ 19.4255	\$ 19.9112	\$ 20.4090	\$ 20.9192	\$ 21.4422	\$ 21.9782	\$ 22.5277	\$ 23.0909	\$ 23.6681	\$ 24.2598	\$ 24.8663	\$ 25.4880	\$ 26.1252	\$ 26.7783	\$ 27.4478	\$ 28.1340	\$ 28.8373	\$ 29.5583	\$ 30.2972	\$ 31.0546
Captain	Hourly		\$ 19.8993	\$ 20.3968	\$ 20.9067	\$ 21.4294	\$ 21.9651	\$ 22.5143	\$ 23.0771	\$ 23.6541	\$ 24.2454	\$ 24.8515	\$ 25.4728	\$ 26.1096	\$ 26.7624	\$ 27.4315	\$ 28.1172	\$ 28.8202	\$ 29.5407	\$ 30.2792	\$ 31.0362	\$ 31.8121	\$ 32.6074
Fire Battalion Chief	Hourly		\$ 22.8842	\$ 23.4563	\$ 24.0427	\$ 24.6438	\$ 25.2599	\$ 25.8914	\$ 26.5387	\$ 27.2022	\$ 27.8822	\$ 28.5793	\$ 29.2938	\$ 30.0261	\$ 30.7767	\$ 31.5462	\$ 32.3348	\$ 33.1432	\$ 33.9718	\$ 34.8211	\$ 35.6916	\$ 36.5839	\$ 37.4985
		5.00%																					
		15.00%																					



Appendix A

Year 3 (24/25)	3.00%	minimum base																			maximum base	
CLASSIFICATION		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Paramedic	Hourly	\$ 14.5662	\$ 14.9304	\$ 15.3036	\$ 15.6862	\$ 16.0784	\$ 16.4803	\$ 16.8923	\$ 17.3146	\$ 17.7475	\$ 18.1912	\$ 18.6460	\$ 19.1121	\$ 19.5899	\$ 20.0797	\$ 20.5817	\$ 21.0962	\$ 21.6236	\$ 22.1642	\$ 22.7183	\$ 23.2863	\$ 23.8684
Firefighter / EMT	Hourly	\$ 14.7601	\$ 15.1292	\$ 15.5074	\$ 15.8951	\$ 16.2924	\$ 16.6998	\$ 17.1172	\$ 17.5452	\$ 17.9838	\$ 18.4334	\$ 18.8942	\$ 19.3666	\$ 19.8508	\$ 20.3470	\$ 20.8557	\$ 21.3771	\$ 21.9115	\$ 22.4593	\$ 23.0208	\$ 23.5963	\$ 24.1862
Firefighter	Hourly	\$ 14.7601	\$ 15.1292	\$ 15.5074	\$ 15.8951	\$ 16.2924	\$ 16.6998	\$ 17.1172	\$ 17.5452	\$ 17.9838	\$ 18.4334	\$ 18.8942	\$ 19.3666	\$ 19.8508	\$ 20.3470	\$ 20.8557	\$ 21.3771	\$ 21.9115	\$ 22.4593	\$ 23.0208	\$ 23.5963	\$ 24.1862
Engineer	Hourly	\$ 16.9742	\$ 17.3985	\$ 17.8335	\$ 18.2793	\$ 18.7363	\$ 19.2047	\$ 19.6848	\$ 20.1770	\$ 20.6814	\$ 21.1984	\$ 21.7284	\$ 22.2716	\$ 22.8284	\$ 23.3991	\$ 23.9841	\$ 24.5837	\$ 25.1983	\$ 25.8282	\$ 26.4739	\$ 27.1358	\$ 27.8142
Fire Inspector/Investigator	Hourly	\$ 25.4602	\$ 26.0968	\$ 26.7492	\$ 27.4179	\$ 28.1033	\$ 28.8059	\$ 29.5261	\$ 30.2642	\$ 31.0208	\$ 31.7964	\$ 32.5913	\$ 33.4060	\$ 34.2412	\$ 35.0972	\$ 35.9747	\$ 36.8740	\$ 37.7959	\$ 38.7408	\$ 39.7093	\$ 40.7020	\$ 41.7196
Lieutenant	Hourly	\$ 19.5203	\$ 20.0083	\$ 20.5085	\$ 21.0212	\$ 21.5468	\$ 22.0854	\$ 22.6376	\$ 23.2035	\$ 23.7836	\$ 24.3782	\$ 24.9876	\$ 25.6123	\$ 26.2526	\$ 26.9089	\$ 27.5817	\$ 28.2712	\$ 28.9780	\$ 29.7024	\$ 30.4450	\$ 31.2061	\$ 31.9863
Captain	Hourly	\$ 20.4963	\$ 21.0087	\$ 21.5339	\$ 22.0723	\$ 22.6241	\$ 23.1897	\$ 23.7694	\$ 24.3637	\$ 24.9728	\$ 25.5971	\$ 26.2370	\$ 26.8929	\$ 27.5653	\$ 28.2544	\$ 28.9608	\$ 29.6848	\$ 30.4269	\$ 31.1876	\$ 31.9673	\$ 32.7664	\$ 33.5856
Fire Battalion Chief	Hourly	\$ 23.5708	\$ 24.1600	\$ 24.7640	\$ 25.3831	\$ 26.0177	\$ 26.6682	\$ 27.3349	\$ 28.0182	\$ 28.7187	\$ 29.4366	\$ 30.1726	\$ 30.9269	\$ 31.7001	\$ 32.4926	\$ 33.3049	\$ 34.1375	\$ 34.9909	\$ 35.8657	\$ 36.7623	\$ 37.6814	\$ 38.6234

Effective 09/30/2025	0.00%	minimum base																				maximum base
Year 3(B) (24/25)		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Paramedic	Hourly	\$ 14.5662	\$ 14.9304	\$ 15.3036	\$ 15.6862	\$ 16.0784	\$ 16.4803	\$ 16.8923	\$ 17.3146	\$ 17.7475	\$ 18.1912	\$ 18.6460	\$ 19.1121	\$ 19.5899	\$ 20.0797	\$ 20.5817	\$ 21.0962	\$ 21.6236	\$ 22.1642	\$ 22.7183	\$ 23.2863	\$ 23.8684
Firefighter / EMT	Hourly	\$ 14.7601	\$ 15.1292	\$ 15.5074	\$ 15.8951	\$ 16.2924	\$ 16.6998	\$ 17.1172	\$ 17.5452	\$ 17.9838	\$ 18.4334	\$ 18.8942	\$ 19.3666	\$ 19.8508	\$ 20.3470	\$ 20.8557	\$ 21.3771	\$ 21.9115	\$ 22.4593	\$ 23.0208	\$ 23.5963	\$ 24.1862
Firefighter	Hourly	\$ 14.7601	\$ 15.1292	\$ 15.5074	\$ 15.8951	\$ 16.2924	\$ 16.6998	\$ 17.1172	\$ 17.5452	\$ 17.9838	\$ 18.4334	\$ 18.8942	\$ 19.3666	\$ 19.8508	\$ 20.3470	\$ 20.8557	\$ 21.3771	\$ 21.9115	\$ 22.4593	\$ 23.0208	\$ 23.5963	\$ 24.1862
Engineer	Hourly	\$ 16.9742	\$ 17.3985	\$ 17.8335	\$ 18.2793	\$ 18.7363	\$ 19.2047	\$ 19.6848	\$ 20.1770	\$ 20.6814	\$ 21.1984	\$ 21.7284	\$ 22.2716	\$ 22.8284	\$ 23.3991	\$ 23.9841	\$ 24.5837	\$ 25.1983	\$ 25.8282	\$ 26.4739	\$ 27.1358	\$ 27.8142
Fire Inspector/Investigator	Hourly	\$ 25.4602	\$ 26.0968	\$ 26.7492	\$ 27.4179	\$ 28.1033	\$ 28.8059	\$ 29.5261	\$ 30.2642	\$ 31.0208	\$ 31.7964	\$ 32.5913	\$ 33.4060	\$ 34.2412	\$ 35.0972	\$ 35.9747	\$ 36.8740	\$ 37.7959	\$ 38.7408	\$ 39.7093	\$ 40.7020	\$ 41.7196
Lieutenant	Hourly	\$ 19.5203	\$ 20.0083	\$ 20.5085	\$ 21.0212	\$ 21.5468	\$ 22.0854	\$ 22.6376	\$ 23.2035	\$ 23.7836	\$ 24.3782	\$ 24.9876	\$ 25.6123	\$ 26.2526	\$ 26.9089	\$ 27.5817	\$ 28.2712	\$ 28.9780	\$ 29.7024	\$ 30.4450	\$ 31.2061	\$ 31.9863
Captain	Hourly	\$ 20.9843	\$ 21.5089	\$ 22.0467	\$ 22.5978	\$ 23.1628	\$ 23.7418	\$ 24.3354	\$ 24.9438	\$ 25.5674	\$ 26.2065	\$ 26.8617	\$ 27.5332	\$ 28.2216	\$ 28.9271	\$ 29.6503	\$ 30.3916	\$ 31.1513	\$ 31.9301	\$ 32.7284	\$ 33.5466	\$ 34.3853
Fire Battalion Chief	Hourly	\$ 24.1320	\$ 24.7353	\$ 25.3536	\$ 25.9875	\$ 26.6372	\$ 27.3031	\$ 27.9857	\$ 28.6853	\$ 29.4025	\$ 30.1375	\$ 30.8910	\$ 31.6632	\$ 32.4548	\$ 33.2662	\$ 34.0978	\$ 34.9503	\$ 35.8240	\$ 36.7196	\$ 37.6376	\$ 38.5786	\$ 39.5430