



# AGREEMENT

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

**AFL-CIO-CLC**

**October 1, 2023 – September 30, 2026**



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

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

**ARTICLE 01. GENERAL**

**SECTION 01.01 PREAMBLE**

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

**SECTION 01.02 PURPOSE**

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

**SECTION 01.03 DURATION OF AGREEMENT**

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

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

**SECTION 01.04 SEVERABILITY**

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

**SECTION 01.05 HEADINGS**

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

## **ARTICLE 02. CORRESPONDENCE**

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

The County Administrator or Fire Chief shall answer any written correspondence from the Union President within ten (10) business days after receiving the correspondence. The Union President shall respond within ten (10) business days of receiving correspondence from the County Administrator or Fire Chief. The scope of the correspondence between the parties shall be limited to matters related to this Agreement.

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

## **ARTICLE 03. MISCELLANEOUS**

### **SECTION 03.01 DEFINITIONS**

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

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

### **SECTION 03.02 JOB DESCRIPTIONS AND DUTIES**

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

### **SECTION 03.03 ADMINISTRATION FILL IN**

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

## **ARTICLE 04. COUNTY AND DEPARTMENTAL**

### **SECTION 04.01 COUNTY RULES**

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

### **SECTION 04.02 NEW RULES**

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

### **SECTION 04.03 GROUNDS FOR DISCIPLINE**

Grounds for discipline and discharge are found in Departmental rules and regulations, Operational Standards, the County's Human Resources Manual, the County's Disciplinary Code ([Appendix D](#)), and in specific provisions of this Agreement.

## **ARTICLE 05. MANAGEMENT RIGHTS**

### **SECTION 05.01 GENERAL**

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

### **SECTION 05.02 ENUMERATION OF RIGHTS**

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

### **SECTION 05.03 LIMITATION**

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

## **ARTICLE 06. EMPLOYEE RIGHTS**

### **SECTION 06.01 DISCIPLINARY MATERIALS**

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

### **SECTION 06.02 UNION SOLICITATION**

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

### **SECTION 06.03 UNION MEMBERSHIP**

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

## **ARTICLE 07. UNION BUSINESS**

### **SECTION 07.01 TIME POOL**

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

### **SECTION 07.02 SPECIAL DETAIL**

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

### **SECTION 07.03 UNION ACTIVITY**

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

### **SECTION 07.04 BULLETIN BOARDS**

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

## **ARTICLE 08. DUES AUTHORIZATION**

### **SECTION 08.01 PAYROLL DEDUCTION**

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

### **SECTION 08.02 HOLD HARMELSS AGREEMENT**

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

## **ARTICLE 09. LABOR MANAGEMENT**

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

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

## **ARTICLE 10. SENIORITY**

### **SECTION 10.01 SENIORITY LIST**

The County shall maintain a Department Seniority List, which shall be updated annually or as requested, posted on all fire station bulletin boards for at least thirty (30) days, and emailed to the Union President. Any objection to the Seniority List as posted shall be promptly reported by the individual employee. Department seniority will begin on the first day of full-time employment as a probationary employee, as recognized by this Agreement.

In the event of more than one employee being hired simultaneously or an employee transferring from another County department, the order of seniority will be determined by the Human Resources Division's stamped date shown on their employment applications.

### **SECTION 10.02 CONTINUOUS SERVICE**

Continuous and uninterrupted paid service shall also be required wherever a provision of this Agreement requires an employee to have completed a specific period of service in order to qualify hereunder. Exceptions to this Section exist when an employee is returning from a Layoff as outlined in [Article 11](#) or utilizing any type of Leave time as outlined in [Article 18](#).

### **SECTION 10.03 KELLY DAYS AND HOLIDAY PICKS**

Kelly Days and holiday picks will be based on seniority as referenced in the Operational Standards. Changes to the issuance of Kelly days and seniority-based holiday picks will be mutually agreed upon in Labor Management.

## **ARTICLE 11. PERSONNEL REDUCTIONS AND RECALL**

### **SECTION 11.01 PERSONNEL REDUCTIONS**

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

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

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

### **SECTION 11.02 LEAVE PAYOUT**

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

**ARTICLE 12. COURT APPEARANCES AND JURY DUTY**

**SECTION 12.01 COURT APPEARANCES**

The County shall compensate any employee who, while off duty, is called to appear in court or before any investigating committee, hearing, or other legal board for County related business, at the established overtime rate for a minimum of two (2) hours for shift and non-shift employees.

**SECTION 12.02 JURY DUTY**

Jury duty time off shall be considered time off with pay. Payment for jury duty shall be endorsed and returned to the County.

## **ARTICLE 13. PROBATIONARY EMPLOYEES**

### **SECTION 13.01 NEWLY HIRED EMPLOYEES**

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

### **SECTION 13.02 NEW EMPLOYEE EXTENDED PROBATION**

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

### **SECTION 13.03 AT WILL EMPLOYEES**

Newly hired employees on probation may be freely terminated without the right to grievance and arbitration procedures.

### **SECTION 13.04 NEWLY PROMOTED EMPLOYEES**

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

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

## **ARTICLE 14. VACANCIES AND TRANSFERS**

The County agrees that all open positions covered by this Agreement will be transferable if the applicant meets the position's eligibility requirements. Captains and EMS Captains requesting a transfer must satisfy all eligibility requirements, however they are not required to pass the current promotional examination. The Fire Chief will accept transfer requests from any applicant and retains the sole discretion regarding filling vacancies. This request is valid for one (1) year from the date it was submitted. The County agrees not to delay or discriminate unlawfully against any individual requesting a transfer. Captains requesting a transfer out of the training division must possess and maintain all certifications required for the requested position. Any captain requesting a transfer who was hired after October 1, 2011, must be a Protocoled Paramedic..

## **ARTICLE 15. PROMOTIONS**

### **SECTION 15.01 PROMOTIONAL ELIGIBILITY**

All bargaining unit promotions shall come from within the bargaining unit. All eligible employees applying for a promotion to a bargaining unit position must meet the qualification standards of education, training, experience, and other requirements for the position.

Employees that receive a disciplinary suspension of twenty-four (24) hours or greater are not eligible to apply for or take a promotional exam for twelve (12) months following the discipline. For purposes of determining ineligibility, the effective date shall be the date an employee signs a written communication acknowledging notification of the disciplinary action imposed. Any demotion shall be equivalent to a suspension of twenty-four (24) hours or greater for the purposes of promotional eligibility.

### **SECTION 15.02 NOTIFICATION OF EXAMINATION**

Employees will be given at least ninety (90) days written notice of a promotional examination date. Source materials from which the entire examination is drawn shall be given in writing concurrent with the exam announcement and shall be in print or otherwise obtainable.

The closing date to apply for the promotional exam shall be thirty (30) days before the written exam.

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

### **SECTION 15.03 APPLICATION FOR EXAMINATION**

To apply for the promotional exam process, interested employees must submit a letter of intent, educational points documentation, and any other required documentation as set forth in the exam announcement by 17:00 hours on the application closing date. No employee shall be eligible to apply for a promotional exam after the announced closing date and time. Within ten (10) business days after the closing date, all candidates shall be notified in writing of acceptance or denial to proceed in the promotional exam process, along with the date, time and location of the written examination. Candidates must submit a letter of intent for each promotional testing process they wish to enter. A list of all denied candidates shall be emailed to the Union President within the same ten (10) business day period. All candidates are required to provide their own shift coverage if they are scheduled to test on their shift day. The County will extend vacation/personal leave in the amount necessary to allow candidates to attend testing (regardless of daily scheduling restrictions) as required throughout the testing process. The Fire Chief shall review any candidate qualification issues. Only candidates scoring seventy percent (70%) or higher on the written exam will be allowed to continue in the officer examination process. Upon receiving a passing grade on the written exam, each candidate will be issued their testing identification number. The identification number will serve to provide confidentiality during the remainder of the process.

**SECTION 15.04**      **ELIGIBILITY CRITERIA FOR PROMOTIONAL EXAMS**

<b>Driver Engineer</b>
<i>Hired on or before September 30, 2011</i>
a) Three (3) years of uninterrupted service as a Firefighter EMT or Firefighter Paramedic, as of the exam application closing date. b) Certified as a Fire Service Apparatus and Pump Operator in the State of Florida c) Company Officer Certificate of Completion recognized by the State of Florida d) Successful completion of the Driver Engineer promotion examination
<i>Hired on or after October 1, 2011</i>
a) Three (3) years of uninterrupted service as a Firefighter EMT or Firefighter Paramedic as of the exam application closing date. b) Certified as a Fire Service Apparatus and Pump Operator in the State of Florida c) Company Officer Certificate of Completion recognized by the State of Florida d) * Protooled Paramedic e) Successful completion of the Driver Engineer promotion examination
* Candidates who meet all requirements but are not a Protooled Paramedic will be permitted to participate in the testing process, but they will not be eligible for promotion. However, these individuals will be permitted to step up into the role.

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

<b>Captain EMT</b>
<i>Only employees hired on or before September 30, 2011, are eligible for this position</i>
a) Six (6) years of uninterrupted service as a Firefighter EMT as of the exam application closing date. b) Driver Engineer or on the current Driver Engineer promotional roster as of the closing date of the exam application. c) Fire Officer I Certificate of Completion recognized by the State of Florida d) Successful completion of the Captain promotion examination

**Captain Paramedic**

*Inclusive of all hire dates*

- a) Six (6) years of uninterrupted service as a Firefighter EMT or Firefighter Paramedic as of the exam application closing date.
- b) Fire Officer I Certificate of Completion recognized by the State of Florida
- c) \* Lieutenant or on the current Lieutenant promotional roster as of the closing date of the exam application.
- d) Successful completion of the Captain promotion examination

\* Those individuals on the promotional register that expires April 2025 do not need to meet the requirement of section c above.

**EMS Captain**

*Inclusive of all hire dates*

- a) Six (6) years of uninterrupted service as a Firefighter Paramedic as of the exam application closing date.
- b) Fire Officer I Certificate of Completion recognized by the State of Florida
- c) Incident Safety officer Certificate of Completion
- d) \* Lieutenant or on the current Lieutenant promotional roster as of the closing date of the exam application.
- e) Successful completion of the EMS Captain promotion examination

\* Those individuals on the promotional register that expires April 2025 do not need to meet the requirement of section d above.

**Battalion Chief EMT**

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

- a) Five (5) years of uninterrupted service as a Captain EMT as of the exam application closing date.
- b) Associate Degree or higher accepted by the State of Florida for compensation.
- c) Fire Officer II Certificate of Completion recognized by the State of Florida.
- d) Successful completion of the Battalion Chief promotion examination

**Battalion Chief Paramedic**

*Inclusive of all hire dates*

- a) Five (5) years of uninterrupted service as a Captain Paramedic or EMS Captain as of the exam application closing date.
- b) Associate Degree or higher accepted by the State of Florida for compensation
- c) Fire Officer II Certification of Completion recognized by the State of Florida
- d) Successful completion of the Battalion Chief promotion examination

## **SECTION 15.05**      **PROMOTIONAL TESTING PROCEDURES**

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

### **Driver Engineer Testing Assessment:**

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

### **Lieutenant Testing Assessment:**

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

### **Captain Testing Assessment:**

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

### **EMS Captain Testing Assessment:**

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

### **Battalion Chief Testing Assessment:**

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

**SECTION 15.06      GRADING SYSTEM**

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

<b>All Promotable Positions</b>	<b>Cumulative Weights</b>
Written	40%
Strategic/Operations	30%
Oral Presentation	30%

**SECTION 15.07      EDUCATION POINTS**

Upon successfully completing the exam process with a cumulative score of seventy percent (70%) or higher, a candidate’s educational points, if any, will be computed and added to the candidate’s total examination raw score to form the candidate’s adjusted final score. Educational points will not be added to a failing cumulative or individual score.

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

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

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

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

**SECTION 15.08      DISCREPANCIES AND TIE BREAKERS**

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

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

**SECTION 15.09**      **ELIGIBILITY POSTING**

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

**SECTION 15.10**      **PROMOTIONAL SELECTION**

Only the top three (3) scores will be submitted to the Fire Chief for the open promotional position. The Fire Chief shall select any of the three (3) candidates to fill the vacant position, subject to the County Administrator’s approval.

**SECTION 15.11**      **DURATION OF THE PROMOTIONAL REGISTER**

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

**SECTION 15.12**      **REMOVAL FROM THE PROMOTIONAL REGISTER**

A candidate appearing on a Promotional Register may be removed if the candidate submits a written request.

**SECTION 15.13**      **STEP-UP PROGRAM**

The County shall maintain a “step-up” program to be mutually agreed upon in Labor Management.

**SECTION 15.14**      **RESOLUTION OF CONFLICTS**

The Labor Management Committee shall resolve any unforeseen circumstances that arise involving this Article.

## **ARTICLE 16. GRIEVANCE PROCEDURE**

### **SECTION 16.01 GRIEVANCE DEFINITION**

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

### **SECTION 16.02 GRIEVANCE PROCESS**

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

(a) **Step One (1).**

If an employee feels they have a grievance, they shall, within five (5) business days after the employee has knowledge or reasonably should have had knowledge of its occurrence; present the grievance in writing to the Fire Chief, or the grievance shall be considered waived. The employee's Union representative may be in attendance if the employee so requests. The Supervisor shall submit their answer in writing within five (5) business days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two (2).

(b) **Step Two (2).**

If the grievance is not resolved in Step One, the employee or the Union representative shall present the grievance in writing to the Fire Chief within five (5) business days after the employee received the answer in Step One (1), or the grievance shall be considered waived. The written grievance shall be presented on the IAFF Grievance Form, shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of the Agreement alleged to be violated, and shall be signed and dated by the employee or the Union representative.

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

(c) **Step Three (3).**

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

**SECTION 16.03**      **PRE-DEPRIVATION HEARING**

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

**SECTION 16.04**      **TIME LIMITS**

The time limits set forth in this Article may be extended by the joint written consent of the County and the Union or the employee if they are representing themselves.

**SECTION 16.05**      **MONETARY REMEDY**

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

**SECTION 16.06**      **OUTSIDE TIME LIMITS**

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

**SECTION 16.07**      **GRIEVANCE COMMUNICATION**

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

## **ARTICLE 17. ARBITRATION**

### **SECTION 17.01 RIGHT TO REQUEST**

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

### **SECTION 17.02 NOTICE OF ARBITRATION**

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

### **SECTION 17.03 PROCEDURES**

The County and the Union agree upon the following procedures for grievances referred to arbitration, unless otherwise noted:

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

### **SECTION 17.04 ARBITRATION COST**

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

**ARTICLE 18. ANNUAL LEAVE**

**SECTION 18.01 VACATION LEAVE**

Employees who have completed six (6) months of employment are eligible for vacation leave. Vacation Leave accrual will be capped at twice the annual rate of accrual. Vacation accrual rates are as follows:

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

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

**SECTION 18.02 SICK LEAVE**

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

Shift employees shall accrue twelve (12) hours per month to a maximum of two thousand (2,000) hours and must use sick leave in twelve (12) hour increments.

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

**SECTION 18.03 EXTENDED SICK LEAVE**

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

**SECTION 18.04 SICK LEAVE BANK**

The Sick Leave Bank shall be made up of donated sick leave from bargaining unit employees. To donate sick leave to the Sick Leave Bank, employees must maintain a balance of one hundred twenty (120) hours in their individual sick leave accounts. Employees may be eligible for the Sick Leave Bank after exhausting all sick and vacation leave. The Executive Board of the Union will give final approval to all uses of sick leave from the Sick Leave Bank.

**SECTION 18.05**      **MILITARY LEAVE**

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

**SECTION 18.06**      **BEREAVEMENT LEAVE**

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

**SECTION 18.07**      **FAMILY MEDICAL LEAVE**

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

## **SECTION 18.08**      **CONVERSIONS**

### **(a) Personal Leave**

- (i) Shift employees who have completed six (6) months of employment are eligible to convert two (2) shifts of sick leave to personal leave per calendar year and must maintain a balance of forty-eight (48) hours in their sick leave account at all times.
- (ii) Shift employees with more than four hundred thirty-two (432) hours of sick leave may convert up to an additional sixty (60) hours of sick leave to personal leave per calendar year, provided the employee maintains at least four hundred thirty-two (432) hours of sick leave in their account at all times.
- (iii) Non-shift employees are eligible to convert four (4) days of sick leave to personal leave per calendar and must maintain a balance of forty-eight (48) hours in their sick leave account at all times.
- (iv) Non-shift employees with more than two hundred eighty-eight (288) hours of sick leave may convert up to an additional forty (40) hours of sick leave to personal leave per calendar year, provided the employee maintains at least two hundred eighty-eight (288) hours of sick leave in their account at all times.

### **(b) Vacation Buy Back**

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

## **SECTION 18.09**      **EMPLOYEE SEPARATION**

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

### **(a) Hired on or before September 30, 2011**

#### **(i) Shift**

- 1) *Vacation* – up to four hundred eighty (480) hours for non-probation employees
- 2) *Sick* – fifty percent (50%) of accumulated sick leave up to seven hundred twenty (720) hours

#### **(ii) Non-shift**

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

### **(b) Hired on or after October 1, 2011**

#### **(i) Shift and Non-shift**

- 1) *Vacation* – up to two hundred forty (240) hours for non-probation employees
- 2) *Sick* – fifty percent (50%) of accumulated sick leave up to three hundred sixty (360) hours

## **ARTICLE 19. DISABILITY BENEFITS/DISABILITY LEAVE**

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

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

The employee will not be required to utilize any leave time for the duration of their injury and/or illness under the provisions of this Article, nor will the employee accrue any leave time.

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

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

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

## **ARTICLE 20. MATERNITY/TEMPORARY DUTY**

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

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

In the event a position is unavailable within the Department, the County will attempt to find another position or a temporary position in another department, provided they meets the minimum qualifications and is medically able to perform the essential duties of the new position.

The employee who has been temporarily reassigned may return to their normal position provided they submit medical documentation that states they are physically able to return to their combat position.

## **ARTICLE 21. ALTERNATIVE EMPLOYMENT**

### **SECTION 21.01 MAXIMUM MEDICAL IMPROVEMENT**

Employees who reach Maximum Medical Improvement following a job-related injury pursuant to Florida's workers' compensation laws and

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

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

### **SECTION 21.02 ALTERNATIVE EMPLOYMENT POSITION**

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

Alternative employment target positions will be a non-bargaining unit position or bargaining unit position, with preference after any existing bargaining unit employee but before general applicants. The Human Resources Division will meet with the employee to review offers of alternative employment for which the employee may be eligible.

### **SECTION 21.03 PREFERENCE**

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

### **SECTION 21.04 MINIMUM QUALIFICATIONS**

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

## **ARTICLE 22. HOLIDAY PAY**

**SECTION 22.01      SHIFT EMPLOYEES**

Shift employees shall receive one hundred and one (101) hours of holiday pay annually. This holiday pay shall be paid in two (2) installments and shall be included with the employee’s first paycheck in December and first paycheck in June of each year. The rate of pay the employee receives shall be the rate of pay at the time of payout.

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

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

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

**SECTION 22.02      NON-SHIFT EMPLOYEES**

Non-shift employees shall receive the following holidays in accordance with County Holiday Policy:

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

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

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

## **ARTICLE 23. SAFETY COMMITTEE**

### **SECTION 23.01 MEMBERS**

There shall be a Safety Committee in the Department which shall consist of six (6) members, plus the Fire Chief, who shall preside at all meetings. Three (3) members shall be appointed by the Union, and three (3) members shall be appointed by the Fire Chief.

### **SECTION 23.02 MEETINGS**

The Safety Committee shall meet monthly, or more or less often by mutual consent, and such meetings shall be scheduled at the time established by the Fire Chief.

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

The purpose of these meetings will be to discuss problems and objectives of mutual concern, concerning safety and health conditions in the Department. Once the Safety Committee has agreed that a safety concern exists, the Committee will devise a solution to solve the safety concern. The recommendations of the Safety Committee shall be forwarded to the Fire Chief.

### **SECTION 23.03 DUTIES**

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

### **SECTION 23.04 COMPENSATION**

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

## **ARTICLE 24. STANDARDS AND EQUIPMENT**

### **SECTION 24.01 OVERVIEW**

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

### **SECTION 24.02 ITEMS PURCHASED BY EMPLOYEES**

Equipment purchased by employees for use in the line of duty that is not required by the Department, and/or state law, shall also meet all applicable NFPA and OSHA Codes and Standards at the time of issue or purchase. All equipment purchased by employees must be approved by the Safety Committee. Except as provided in this Article, the County will not be responsible for the replacement of any self-purchased equipment that is damaged under any circumstances.

### **SECTION 24.03 REPLACEMENT OF PERSONAL PROPERTY**

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

### **SECTION 24.04 STANDARDS**

All equipment, safety gear, and apparatus will meet or exceed standards established by the Safety Committee or will be placed out of service until the item(s) are corrected.

**ARTICLE 25. UNIFORMS**

**SECTION 25.01 STANDARD ISSUE UNIFORMS**

The County shall provide, before the starting date of any new Department employee, the following items:

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

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

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

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

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

**SECTION 25.02      TURNOUT/BUNKER GEAR AND OTHER SAFETY EQUIPMENT**

The following shall be purchased, issued, and maintained by the County:

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

Each member shall have two (2) sets of bunker gear, with the exception of EMS Captains and Battalion Chiefs. The second set will be provided within sixty days (60) upon completion of new hire probation. The County shall have the discretion to determine whether an employee who is participating in the FRS’s DROP and within eighteen (18) months of the end of their DROP period will be provided a second set of bunker gear.

**SECTION 25.03      NON-SHIFT PERSONNEL UNIFORMS**

All non-shift personnel will be provided with the items listed in Section 25.01, as well as an additional (1) Shirt and (1) Pants.

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

**SECTION 25.04**      **ALL PERSONNEL**

All colors, styles, and application of patches, emblems, or other uniform related items will be determined at the sole discretion of the Fire Chief.

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

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

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

Employees with more than twenty (20) years of service with the Department may retain their badge, class A uniform, and helmet upon retirement.

**SECTION 25.05**      **MINIMUM STANDARDS**

All bunker and safety gear issued will meet NFPA minimum standards and manufacturer requirements and recommendations at the time of purchase. When an item fails these standards, the County will replace it as soon as possible.

**SECTION 25.06**      **AERO-MEDICAL TEAM UNIFORMS**

Safety uniform items purchased, issued, and maintained by the County for the Aero-Medical Response Team personnel will be approved by the Safety Committee.

**SECTION 26.01 EDUCATION**

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

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

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

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

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

- (a) The Fire Chief shall make the determination if the class material is job-related.
- (b) Pre-approval in writing from the Fire Chief for reimbursement will be obtained before the employee begins the class, failure to obtain pre-approval will forfeit the employee’s right to reimbursement for the class.
- (c) Reimbursement will include only credit hour (or tuition if a non-credit class) fees and lab fees.
- (d) Registration fees, application fees, late fees, additional costs, fees assessed by the educational institution, books, or media costs will not be reimbursed by the County and are the sole responsibility of the employee.
- (e) When the class is completed, the employee must submit proof of payment, a passing grade of “C” or higher, or successful class completion proof for classes without a grading scale.
- (f) Employees shall submit for reimbursement within thirty (30) days of completing their course. Failure to submit course completion within thirty (30) days may result in forfeiting your tuition reimbursement.

## **SECTION 26.02**      **TUITION REIMBURSEMENT**

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

## **SECTION 26.03**      **PROGRAM SPONSORSHIP**

Department personnel may attend a Florida approved Paramedic program, which will include the following conditions and provide:

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

**SECTION 27.01      SECURITY**

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

**SECTION 27.02      PERFORMANCE**

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

Employees not at the maximum of their applicable step will receive a step increase after successful completion of the performance evaluation, effective on the first day of the pay period following their anniversary date.

**SECTION 27.03      PARAMEDIC RELIEF FROM DUTY**

A Firefighter Paramedic may request to be relieved from performing Paramedic duties temporarily, not to exceed sixty (60) days. The Fire Chief may grant a request and determine the duration. The employee will be placed at the same step of Firefighter EMT for the period of time the employee did not perform as a Firefighter Paramedic.

**SECTION 27.04      OFFICER INCENTIVE**

The following positions will receive a two percent (2%) salary increment added to their base rate of pay that is applicable to the employee’s current classification. Such increase is not cumulative and will continue so long as the employee retains the certification through training and retraining requirements. Upon failure to maintain the Fire Officer certification, the additional two percent (2%) will be deducted from their base pay.

**Lieutenant – Fire Officer I**

**Captain – Fire Officer II**

**Battalion Chief – Fire Officer III**

**SECTION 27.05      PROMOTIONAL PAY INCREASES**

Employees promoting to a new position shall be placed in the identical step on the corresponding position scale. For example: a step-three (3) Firefighter EMT will be promoted to a step-three (3) Firefighter Paramedic. A step-three (3) Firefighter Paramedic will be promoted to a step-three (3) Lieutenant.

**SECTION 27.06      PROMOTIONAL DATES**

An employee who is promoted shall retain their original anniversary date.

**SECTION 27.07      PAY CHANGE EFFECTIVE DATE**

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

**SECTION 27.08      NEW HIRE PROBATIONARY PAY**

New employees shall be placed at step one (1) of the pay plan for their assigned class. Upon successful completion of new hire probation, as defined in Article 13, the employee shall be placed at the step two (2) level for their assigned class at the beginning of the next pay period.

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

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

**SECTION 27.09**      **PAY PLANS**

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

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

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

**SECTION 28.01 OPERATIONAL RESPONSE TEAMS**

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

*Members will meet and maintain the following:*

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

**(b) Special Operations Team**

*Members will meet and maintain the following:*

- (i) Be approved by the Fire Chief
- (ii) Technical rescue training as approved by the Fire Rescue Chief with the recommendation of the coordinator.
- (iii) Members who are assigned to the Special Operations Team with the recommendation of the coordinator will receive ninety dollars (\$90) per week added to their regular pay. All new members must have the following requirements: Rope Rescue Operations, Confined Space Operations, Trench Rescue Operations, Vehicle Machinery Operations, Structural Collapse Operations, Open Water Dive, and Advanced Dive
- (iv) Members will be assigned to the respective station determined by Fire Rescue Administration.

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

*Members will meet and maintain the following:*

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

**(d) Breathing Apparatus Team:**

*Members will meet and maintain the following:*

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

**SECTION 28.02      FUNCTIONAL TEAMS**

**(a) Fire Explorer Team:**

*Members will meet and maintain the following:*

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

**(b) Media Team:**

*Members will meet and maintain the following:*

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

**(c) Honor Guard Team:**

*Members will meet and maintain the following:*

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

**SECTION 28.03      TEAM COORDINATORS**

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

**SECTION 28.04      TEAM MEMBERSHIP**

Employees may join any team they wish (subject to approval); however, employees may not earn more than one hundred thirty-five dollars (\$135) per week for team pay, except for the Team Coordinator.

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

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

<b>Team Name</b>	<b>Maximum Paid Roster</b>	<b>Coordinator</b>
Hazardous Materials Team (HMT)	30	1
Special Operations Team (SRT)	30	1
Aero-Medical Team (AIR)	15	1
Breathing Apparatus Team (BAT)	3	1
Fire Explorer Team (FET)	5	1
Media Team (MT)	5	1
Honor Guard (HG)	9	1

## **ARTICLE 29. CALLBACK PAY**

### **SECTION 29.01 CALLBACK**

All employees covered by this Agreement who are called back to work from off duty or required to return to work for, including but not limited to, training, Special Teams, public education, or special detail, shall be paid for a minimum of two (2) hours at the callback rate of pay.

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

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

### **SECTION 29.02 EXTENDED DUTY**

Employees required to work past their scheduled shift ending time shall be paid for the actual time worked at the normal overtime rate.

### **SECTION 29.03 CANCELLATION OF OVERTIME**

If a scheduled overtime assignment must be cancelled or reduced in length, the employee scheduled to work said overtime shall be notified prior to arriving at their assignment. If the employee arrives at work prior to notification, the employee shall be compensated for four (4) hours of callback pay beyond what they may have worked to that point.

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

## **ARTICLE 30. SPECIAL EVENTS**

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

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

## **ARTICLE 31. CAREER PERFORMANCE INCENTIVE PROGRAM**

### **SECTION 31.01 CAREER INCENTIVE 1995**

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

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

### **SECTION 31.02 LONGEVITY**

Effective October 1, 2011, employees hired on or before September 30, 2011, who have completed:

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

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

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

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

The amounts are specific to each level and are not cumulative. All career performance incentive programs are subject to payroll deductions.

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

## **ARTICLE 32. MILEAGE ALLOWANCE**

The County shall attempt to provide transportation to an employee if that employee is required to change stations during duty hours. If no transportation is available, and if the employee has their own vehicle available, then the employee shall receive a twenty (\$20) dollar lump sum payment for each instance. It is the employee's responsibility to complete and submit the appropriate paperwork to receive this payment.

## **ARTICLE 33. WORKING OUT OF CLASSIFICATION**

### **SECTION 33.01 ELIGIBILITY**

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

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

### **SECTION 33.02 STEP-UP PAY**

In the event an employee works in a job classification higher than the rank they normally hold (i.e., Driver Engineer, Lieutenant, Captain, or Battalion Chief) they shall be paid an additional two dollars (\$2) per hour added to their current base rate of pay for Driver Engineer, two dollars and fifty cents (\$2.50) per hour added to their current base rate of pay for Lieutenant, three dollars (\$3) per hour added to their current base rate of pay for Captain, and four dollars (\$4) per hour for Battalion Chief.

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

### **SECTION 33.03 PARAMEDIC SHADOWING PAY**

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

## ARTICLE 34. INSURANCE

### SECTION 34.01 HOSPITALIZATION AND MEDICAL INSURANCE

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

### SECTION 34.02 LIFE INSURANCE

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

### SECTION 34.03 HEALTH INSURANCE

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

- (a) **Retirement Health Insurance Premium Coverage:** Employees wishing to participate in the County's health insurance program upon retirement must have worked for Martin County for ten (10) years, twenty (20) years for employees hired on or after October 1, 2011, be at least fifty-five (55) years of age, or have worked for a Florida Retirement System (FRS) employer for at least twenty-five (25) years, including ten (10) years with Martin County, and twenty (20) years for employees hired on or after October 1, 2011, regardless of age. The retired employee must be receiving retirement benefits from the FRS in order to participate in the program. The Defined Contribution Option ("lump sum"), as well as any other future retirement option made available by FRS, shall fulfill the eligibility requirements of this provision. For all eligible retired employees, the County's subsidy shall be seventy-five percent (75%) and shall become twenty-five percent (25%) upon the employee reaching Medicare eligibility age (currently age sixty-five (65)). If the federal Medicare age is changed during the duration of this agreement, the County agrees to adjust the parameters of this provision to match newly established Medicare guidelines.
- (b) **Line of Duty Death:** Health Insurance Survivor Benefits. Qualified survivors of an employee who dies while working within the scope of their employment with the County, or as a result of contracting any disease or illness covered under federal or state presumption laws shall be eligible for insurance benefits as provided for in [Article 39](#) of this Agreement.

**SECTION 34.04**      **ELIGIBILITY COVERAGE AND BENEFITS**

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

**SECTION 34.05**      **PREMIUM INCREASE**

Any increase in the premiums described in this Article will be shared between the County and the employee based upon their original percentage share of the premiums.

**SECTION 34.06**      **OUTSIDE INSURANCE**

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

**SECTION 34.07**      **HEALTH INSURANCE TASK FORCE MEETINGS**

The Union President will be notified ten (10) days in advance of any Health Insurance Task Force (or similar health insurance issues) meetings.

**SECTION 34.08**      **PREVIOUS RETIREES**

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

**ARTICLE 35. DRUG-FREE WORKPLACE/TESTING PROCEDURES**

The Firefighters and the County have a strong interest in ensuring that employees work in and promote a Drug-Free Workplace.

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

## **ARTICLE 36. STANDBY TIME**

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

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

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

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

When called to work while designated as being on standby duty, the employee shall be paid for a minimum of three (3) hours at the Callback rate of pay. Hours after the first three (3) shall be paid at the Callback rate. Standby time away from work shall not count as hours “worked” for the purpose of computing overtime pay.

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

**ARTICLE 37. BENEFITS INCLUSION**

The County agrees to include the Union members in any other benefit programs that are offered Countywide.

**ARTICLE 38. PRESUMPTION**

Any presumed bloodborne disease as defined by “presumption” by state law, which requires baseline testing, will be provided by the County.

## **ARTICLE 39. DEATH BENEFITS**

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

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

**ARTICLE 40. HEALTH AND WELLNESS PROGRAM**

**SECTION 40.01 ANNUAL MEDICAL PHYSICALS**

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

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

Employees may utilize the fire station fitness areas to meet fitness goals.

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

All employees shall be given an annual medical physical. It is the employee’s responsibility to schedule the physical during the month of their respective birthday. Unless contraindicated by the physician performing the physical, each employee will have the following Combat Fire Physical, which, at the minimum, will include:

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

**SECTION 40.02      HAZMAT TEAM ANNUAL PHYSICALS**

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

SMAC 25
Thyroid Function
Benzene Levels (blood)
24 urine collection and heavy metals testing
Blood and plasma cholinesterase levels
HazMat Team members, Hands on physical exam

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

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

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

## **ARTICLE 41. SMOKING POLICY**

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

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

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

## **ARTICLE 42. FIRE MECHANICS**

### **SECTION 42.01 PRIVATELY OWNED TOOLS**

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

### **SECTION 42.02 ASE CERTIFICATION**

Any Fire Mechanic that possesses Automotive Service Excellence (ASE) Certification will receive a two percent (2%) salary increment added to their rate of pay, not to exceed one (1) certification.

### **SECTION 42.03 EVT CERTIFICATION**

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

### **SECTION 42.04 FIRE MECHANIC LEVELS**

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

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

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

### **SECTION 42.05 STANDBY PAY**

Fire Mechanics may be required to be on standby for no more than seven (7) consecutive days a month. If any Fire Mechanic is mandated to be on standby for any additional days, they will be given double standby incentive pay. Fire Mechanics who are on standby on County approved holidays will be given double standby incentive pay.

**SECTION 42.06**      **STATE OF EMERGENCY**

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

**SECTION 42.07**      **DISCIPLINE**

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

**APPENDIX A. SALARY TABLE 2023/2024**

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
<b>Fire Mechanic</b>									
\$54,475	\$57,743	\$61,208	\$64,880	\$68,773	\$72,899	\$77,273	\$81,910	\$86,824	\$92,034
<b>Fire Mechanic I</b>									
\$57,198	\$60,630	\$64,268	\$68,124	\$72,212	\$76,544	\$81,137	\$86,005	\$91,166	\$96,635
<b>Fire Mechanic II</b>									
\$60,058	\$63,662	\$67,481	\$71,530	\$75,822	\$80,372	\$85,194	\$90,305	\$95,724	\$101,467
<b>Master Mechanic</b>									
\$63,060	\$66,843	\$70,854	\$75,105	\$79,611	\$84,388	\$89,451	\$94,818	\$100,507	\$106,538
<b>Firefighter EMT</b>									
\$51,880	\$54,993	\$58,293	\$61,790	\$65,498	\$69,428	\$73,593	\$78,009	\$82,689	\$87,651
<b>Firefighter EMT – Driver Engineer</b>									
\$54,474	\$57,743	\$61,207	\$64,880	\$68,773	\$72,899	\$77,273	\$81,909	\$86,824	\$92,033
<b>Firefighter Paramedic</b>									
\$60,058	\$63,662	\$67,481	\$71,530	\$75,822	\$80,371	\$85,194	\$90,305	\$95,723	\$101,467
<b>Firefighter Paramedic – Driver Engineer</b>									
\$63,061	\$66,845	\$70,855	\$75,107	\$79,613	\$84,390	\$89,453	\$94,820	\$100,510	\$106,540
<b>Lieutenant</b>									
\$66,064	\$70,028	\$74,229	\$78,683	\$83,404	\$88,408	\$93,713	\$99,336	\$105,296	\$111,614
<b>Captain EMT</b>									
\$69,525	\$73,697	\$78,118	\$82,805	\$87,774	\$93,040	\$98,623	\$104,540	\$110,812	\$117,461
<b>Captain Paramedic</b>									
\$76,652	\$81,251	\$86,126	\$91,294	\$96,772	\$102,578	\$108,733	\$115,257	\$122,172	\$129,502
<b>EMS Captain</b>									
\$76,652	\$81,251	\$86,127	\$91,294	\$96,772	\$102,578	\$108,733	\$115,257	\$122,172	\$129,502
<b>Battalion Chief EMT</b>									
\$80,484	\$85,313	\$90,432	\$95,858	\$101,609	\$107,706	\$114,168	\$121,018	\$128,279	\$135,976
<b>Battalion Chief Paramedic</b>									
\$88,734	\$94,058	\$99,701	\$105,683	\$112,024	\$118,746	\$125,870	\$133,423	\$141,428	\$149,914

**APPENDIX B. SALARY TABLE 2024/2025**

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

**APPENDIX C. SALARY TABLE 2025/2026**

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

## **APPENDIX D. DISCIPLINARY ACTION**

### **INTENT**

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

Written Warning

Suspension without pay

Demotion

Discharge

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

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

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

### **TYPES OF OFFENSES**

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

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

## Group I Offenses

First Offense	Up to and including Written Warning
Second Offense	Up to and including Suspension without pay
Third Offense	Up to and including Three Days Suspension without pay
Forth Offense	Up to and including Demotion or Discharge

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

## Group II Offenses

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

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

## Group III Offenses

First Offense                      Up to and including Five Days Suspension without pay

Second Offense                    Up to and including Demotion or Discharge

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

**SIGNATURE PAGE**

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

For Local 2959:

  
\_\_\_\_\_  
Scott Risk, IAFF President

Date: July 17, 2023

Ratified by Local 2959 on the 13<sup>th</sup> day  
of June 2023.

For the County:

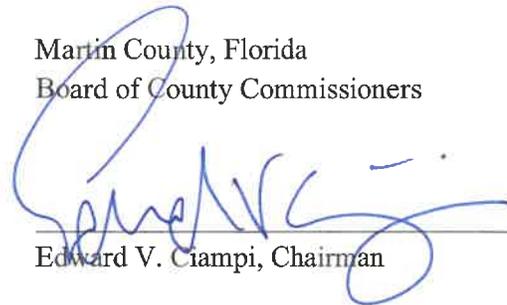
  
\_\_\_\_\_  
Don G. Donaldson, P.E.  
County Administrator

Date: 8/9/2023

Approved as to Form and Correctness

  
\_\_\_\_\_  
Sarah Woods, County Attorney

Martin County, Florida  
Board of County Commissioners

  
\_\_\_\_\_  
Edward V. Ciampi, Chairman

Attest:

  
\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit  
Court and Comptroller