

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE VILLAGE OF TEQUESTA
AND
PROFESSIONAL FIRE FIGHTERS/PARAMEDICS OF
PALM BEACH COUNTY,
LOCAL 2928, IAFF, INC.**

OCTOBER 1, 2010~~5~~ TO SEPTEMBER 30, 2013~~8~~

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ARTICLE 1 PREAMBLE

Section 1. This Agreement is entered into by and between THE VILLAGE OF TEQUESTA, hereinafter referred to as the Village, and the PROFESSIONAL FIRE FIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. hereinafter referred to as the Union.

Section 2. It is expected that all members of the Bargaining Unit will, at all times, exhibit the high degree of professionalism and moral standards commensurate with the stature of the position of uniformed public servant being entrusted to them.

Section 3. It is the purpose of this Agreement to establish an orderly and peaceful procedure for settling differences, which may arise, and to set forth the basis and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

ARTICLE 2 RECOGNITION

The Village recognizes the Union as the exclusive bargaining representative for the employees of the Village of Tequesta Fire-Rescue Department certified by the Public Employees Relations Commission (PERC cert. #RC-2007-004) as follows:

COVERED BY THIS AGREEMENT: All full-time and probationary personnel in the position of: Firefighter (Firefighter, Firefighter I, Firefighter II, and Firefighter III) and Lieutenant (Rescue Officer, Rescue Officer I, and Rescue Officer II).

NOT COVERED BY THIS AGREEMENT: Fire Chief, Captain (Fire Officer, Fire Officer I, Fire Officer II and Fire Officer III), part-time casual firefighters and part-time casual fire inspector, interim firefighters, non-certified employees in the Fire Department, and all other employees of the Village of Tequesta.

Part-time employees are not included in the bargaining unit and wages, hours, and terms and conditions of employment for part-time employees shall not be controlled by this agreement. If part-time employee is hired as a full-time employee, this agreement shall be applicable as of the first day of such employee's full-time employment.

ARTICLE 3 DUES CHECKOFF

Section 1. Employees who wish to join the Union and have their dues and assessments deducted through the payroll system may authorize the Village to make such deductions by using the Union's "Dues Check-off Authorization" form. This authorization shall remain in effect until such time as the Village has received notice of revocation of this authorization. Deductions shall be submitted to the Union each payroll period, and an itemized statement shall be provided to the Union on a monthly basis.

Section 2. The Union shall remit to the Village on a quarterly basis the sum of \$1.00 as the administrative fee for each change in the dues check-off, invoiced by the Village. Failure to pay this quarterly fee shall delay the payment of the dues deduction until the fee is paid.

Section 3. The Union agrees to indemnify and hold the Village harmless against any and all claims, suits, order or judgments brought or issued against the Village on account of dues erroneously collected by the Village and/or remitted to the Union. The Union further agrees to refund to the Village any amounts paid to the Union in error upon presentation of proper evidence thereof.

ARTICLE 4 UNION BUSINESS

Section 1. Each employee shall be allowed to voluntarily contribute any accrued leave to the Union Time Pool. The Union Time Pool may be used for Union business upon approval by the Union President or designee. Employees shall be released from duty on Union Time Pool only if the established needs of the service permit, with the approval of the Chief.

Section 2. Union Time Pool hours will be used on an hour for hour basis.

Section 3. The Union will be allowed up to two (2) designated employee representatives from the Bargaining Unit, who shall be permitted to participate in labor contract negotiation sessions while on duty with no loss of pay or emoluments. It is contemplated that the designees will not change except for substantial reason not related to the question of pay or scheduling.

Section 4. It is agreed that the employees identified in Section 3 above will be compensated at a straight time rate of pay on an hour for hour basis. In the event the person covering the shift is unable to work due to illness and the Village has to call in overtime, the Village will pay the employee and deduct from the union time pool, sufficient funds to cover the hourly rate, either straight or time and one half as necessary.

Section 5. It is further agreed that the Village shall provide a written accounting of the usage of the Union Time Pool on a monthly basis.

ARTICLE 5 BULLETIN BOARDS

Section 1. The Village shall furnish space at the Fire Station for a bulletin board for the purpose of Union notices. Material posted shall be approved by the Fire Chief or his or her designee. Any notice placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing such notice or item on the board.

Section 2. Bulletins, notices, or materials posted shall contain nothing of a derogatory nature towards the Village, its elected officials, its officers, employees, political candidates, or others. Postings in favor of political candidates are also prohibited.

Section 3. Notices posted must be dated and bear the signature of the Fire Chief and Union Officer or his or her authorized representatives who shall be held responsible for the content of such material.

ARTICLE 6 MEETING ROOMS

Section 1. The Village agrees to grant the Union permission to use meeting rooms for its meetings as space and scheduling permit.

Section 2. The Union will supply the Village with an annual schedule of meetings and will provide seventy-two (72) hours notice of special meetings.

Section 3. The Union agrees to leave any meeting room in its original condition at the end of the meeting. The Union will be financially responsible for any damage to facility, equipment or furnishings.

Section 4. On duty personnel shall be able to attend meetings that are held within the Village of Tequesta provided that there shall be no delay on call response due to their attendance of any such meeting. All such meetings, shall be approved by the Fire Chief at least forty eight (48) hours in advance of the meeting.

ARTICLE 7 MANAGEMENT RIGHTS

Section 1. Subject to the specific provisions of this Agreement, the parties agree that the Village has and will continue to retain the rights to operate and manage its affairs in all respects; and the powers or authority which the Village has not officially abridged, delegated or modified by the express provisions of the Agreement are retained by the Village.

Section 2. The rights of the Village through its management officials shall include, but shall not be limited to;

- a. The right to determine the organization of the Village government;
- b. To set standards of service to be offered to the public; to direct the employees of the Village, including the right to assign work and overtime;
- c. To schedule the working hours;
- d. To hire, examine, classify, promote, train, transfer, layoff, recall, schedule and assign.
- e. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- f. To alter or amend work rules or regulations; to exercise control and discretion over the organization and efficiency of operations of the Village.
- g. To make and enforce work standards, protocols, and operational standards;
- h. To determine the content of job classifications;
- i. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be made or purchased.
- j. To establish, modify, combine or abolish positions; to establish, change or eliminate existing methods of operation, materials, equipment or facilities and to establish implement and maintain an effective internal security program .
- k. To determine the purpose for each of its constituent departments;
- l. To increase, reduce, change, subcontract, modify or alter the composition and size of the work force, including the right to relieve employees from duty because of lack of work or funds;
- m. The Village has the authority to determine its purpose and mission and to prepare and submit budgets.

Section 3. The exercise of rights enumerated in this Article shall not conflict with other provisions of the Agreement.

ARTICLE 8 MEETINGS WITH MANAGEMENT

Section 1. At mutually agreeable times and upon request of either party, the District Vice President or President of the Union and the Fire Chief shall meet for the purpose of discussing any matter of mutual interest.

Section 2. The District Vice President or the President of the Union may schedule meetings with the Village Manager to discuss matters of concern provided that the request for such a meeting is submitted in writing and identifies, at least generally, the issues to be discussed. If such issues involve the operation of the Fire Department, such issues must be brought forward for discussion with the Fire Chief, except in the event that such issues involve the performance of the Fire Chief.

Section 3. The purpose of these meetings is to stimulate ideas and foster good working relationship between the Union and the Village. These meetings are not intended to circumvent the chain of command, but instead are designed to provide an opportunity to communicate ideas and/or suggestions and to avert possible grievances. All grievances, however, must be addressed through the proper procedure as established by this Agreement.

ARTICLE 9 SAFETY COMMITTEE

Section 1. There is a Safety Committee in the Village of Tequesta, which consists of representatives of all departments, with the Human Resources Director serving as the Chair and the Fire Chief as the Co-Chair. One (1) member may be appointed by the Union to serve on this Safety Committee.

Section 2. The Safety Committee shall elect a Chairman and set meetings at least quarterly, or more or less often if needed.

Section 3. The purpose of these meetings will be to discuss safety and health conditions for all employees with the Village of Tequesta and in accordance with F.S. 633.810 for the Fire-Rescue Department.

Section 4. Meetings shall be conducted on a semi-formal basis following an agenda, which shall include items submitted by any member of the Committee to the Chairman at least ten (10) calendar days prior to the meeting, together with such information as may be helpful in preparing a meaningful meeting agenda program. The agenda shall be provided to each member of the Committee. The Safety Committee shall arrange for minutes to be taken of each meeting and for distribution of copies to each member of the Committee in advance of the next meeting.

ARTICLE 10 NON-DISCRIMINATION

Section 1. All employees shall have the right to form, join and participate in, or refrain from forming, joining or participating in any employee organization of their choosing, including the Union. Neither the Village nor the Union shall interfere with, restrain or coerce public employees in the exercise of any rights guaranteed them under Chapter 447, Part II, Florida Statutes, or the provisions of this Agreement.

ARTICLE 11 STRIKES AND ILLEGAL ACTIVITY

Section 1. A “strike” shall be defined as the concerted failure to report for duty, a concerted absence of employees from their positions, a concerted stoppage of work, a concerted submission of resignations, a concerted abstinence in whole or in part by employees from the full and faithful performance of their duties of employment with the Village, or participating in a deliberate or concerted course of conduct which adversely affects the services of the Village, or the concerted failure to report for work after the expiration of a collective bargaining agreement.

Section 2. The Union recognizes that strikes by public employees are prohibited by Article I, Section 6 of the Florida Constitution and section 447.505, Florida Statutes. The Union agrees not to authorize, instigate, or otherwise support a strike, as defined in this Article, and to undertake its best efforts to prevent or terminate any strike which occurs in contravention of this commitment.

Section 3. The Union recognizes that it and all acting in concert with it shall be liable to the penalties set forth in section 447.507, Florida Statutes, in the event of a strike in violation of this Article; provided, the Union shall not be liable for such penalties for a strike it did not authorize, instigate or otherwise support if the Union has complied with the requirements of the second sentence of Section 2 of this Article, and provided further it shall be the Union’s affirmative obligation to show such compliance.

Section 4. The Village shall have the right to unilaterally terminate the employment of any employee engaging in a strike. The only issue which shall be grievable with reference to the termination is whether or not the employee was in fact engaged in a strike.

ARTICLE 12 PERSONNEL REDUCTION

Section 1. In the case of a personnel reduction, probationary employees in the classification to be reduced shall be laid off first. Thereafter, the employee in the classification to be reduced with the least seniority shall be laid off first. For purposes of this Article, employees who have any unsatisfactory remark in their performance evaluation during the most recent annual evaluation shall have their seniority reduced by one year. For purposes of this Article, Paramedics shall be considered a classification only in order to prevent the number of Paramedics from being reduced below State requirements.

Section 2. Employees of the Department who are laid off from their classifications may bump into the next lower classification for which they are qualified or previously held in which case they may bump the most junior employee in the lower classification if that junior employee has less seniority.

Section 3. Employees who are laid off shall be recalled to the classification in the reverse order in which they were laid off (those most recently laid off are the first recalled) provided the employee is recalled within twelve (12) months of the date he or she was laid off and provided that the employee continues to meet the minimum requirements to perform the duties and responsibilities of the classification to which the employee is recalled. Employees on layoff and subject to recall shall be offered recall before employees are hired into their classification or shall be offered a new position in another lateral or lower classification for which they are qualified before new employees are hired into these other classifications. Notice of recall shall be mailed to the employees last known address on file via certified mail with proof of delivery. If a written response is not received from the laid off employee, within ten (10) business days of the date of delivery, said employee shall forfeit their right to be recalled under the provisions of this Agreement.

Section 4. Employees who are laid off shall be paid for all of their accrued sick leave at a rate fifty percent (50%) of their regular rate of pay. Employees who are laid off shall also be paid their accrued vacation leave up to 320 hours at one hundred percent (100%) of their regular rate of pay.

ARTICLE 13 SENIORITY

Section 1. Seniority shall be determined from date of hire as a full-time employee with the Village Fire-Rescue Department, as a full time, paid employee. Part-time casual fire fighters, part time fire inspectors and interim firefighters shall not accrue seniority. If two (2) or more employees have the same date of hire, seniority shall be determined by date of application with the Village.

ARTICLE 14 PROBATIONARY EMPLOYEES

Section 1. New employees will be on probation for a period of one (1) year from the date of hire; however, the new employee's probation may be extended if the employee becomes unable to work full duty for any reason. If the probationary period is extended, the new employee's probation will continue when they return to full duty and last until they have completed a total of twelve (12) months of probation. During the probationary period, new hire probationary employees may be disciplined up to and including termination with or without cause and shall have no rights to have the disciplinary action including termination, grieved or arbitrated.

Section 2. Employees who are promoted shall be on probation in the promoted position for a period of twelve (12) months from the date of promotion.

Section 3. Employees hired on or after the date of ratification of this Agreement who fail to meet the qualifications for, and obtain the classification of, Firefighter II after their initial twenty four (24) months of employment shall be terminated.

Section 3. Newly hired probationary employees may not use vacation time or time exchange during their probationary period. Time exchanges for probationary employees may be granted for educational purposes and extreme hardships, if approved by the Fire Chief.

ARTICLE 15 DISCIPLINARY ACTION AND DISCHARGE

Section 1. The Village may at any time dismiss or otherwise discipline any non-probationary employee and any promoted probationary employee for proper cause. The Village shall consider, among other things, the seriousness and frequency of offenses when determining the appropriate discipline. Employees are not entitled to a particular number of warnings prior to the imposition of discipline or discharge. The Village may, at any time, discipline or dismiss any probationary new employee with or without proper cause.

Section 2. The Village shall furnish a non-probationary employee and a promoted probationary employee whom it dismisses from Village employment a written statement outlining in detail the reasons for the termination and the date and time such termination becomes effective. A copy of the above-mentioned statement shall also be furnished to the employee's Department head. In any case in which an employee is disciplined, the standard of proof shall be by a preponderance of the evidence.

Section 3. If criminal charges have been formally instituted against an employee, the Village may place said employee on a leave of absence with or without pay, or reassign the employee to an administrative position. During such leave of absence, the Village may investigate and take appropriate disciplinary action against the employee, and if no disciplinary action has been instituted, the employee shall be reinstated and awarded back pay for the period of said leave of absence.

Section 4. The Village shall notify an employee of the institution of any administrative review or investigation, the result of which could ultimately result in the imposition of discipline against the employee known by the Village at said time to be involved, within ten (10) working days of the incident which gave rise to the review or investigation or the Department Head's or Acting Department Head's knowledge of such incident, whichever is later.

Section 5. Nothing contained herein shall preclude the Village from increasing, decreasing or otherwise modifying any intended degree of severity of discipline prior to the time such discipline is imposed by the Village. Provided, however, the Village may not impose additional discipline against an employee for the same incident and based upon the same facts and circumstances unless there is evidence or additional information not known to the Village at the time of discipline being imposed which can support the additional discipline. This limitation shall not prevent the Village from utilizing such discipline as part of a progressive disciplinary program or as part of the employee's employment record for further disciplinary actions or personnel purposes.

ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance shall be defined as a dispute over the interpretation or application of the provisions of this Agreement and a dispute over the discipline or discharge of any member (except new hire probationary employees) covered by this Agreement.

STEP 1. A written grievance shall be filed within ten (10) calendar days of the event giving rise to the grievance. The grievance shall be filed with the Fire Chief. The Fire Chief shall meet with and discuss the grievance with the aggrieved employee and Union representative if requested by the employee, within five (5) calendar days of the written grievance. An answer to the grievance shall be submitted to the Union and to the aggrieved employee, in writing, within five (5) calendar days thereafter.

STEP 2. If the grievance has not been satisfactorily resolved in Step 1, the grievance shall be filed within seven (7) calendar days following the completion of Step 1. The grievance shall be filed with the Village Manager. The Village Manager, or his or her designee, shall meet with and discuss the grievance with the aggrieved employee and Union representative if requested by the employee, within five (5) calendar days of the written grievance. An answer to the grievance shall be submitted to the Union and to the aggrieved employee, in writing, within five (5) calendar days thereafter.

STEP 3. If the grievance has not been resolved in Step 2, the Union may request a final and binding disposition by filing a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within ten (10) calendar days of the completion of Step 2. The Union shall have the exclusive right to proceed to arbitration on behalf of bargaining unit employees.

Section 2. Failure of the Village to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step. Failure of the employee or Union to respond within the timeliness guidelines of a grievance shall result in dismissal of the grievance.

Section 3. Expedited Arbitration.-Terminations

Grievances filed in respect of an employee's termination shall be arbitrated on an expedited basis. To accomplish this goal, the Village and the Union agree upon the following procedures;

- (1) The arbitrator must be notified immediately.
- (2) After an arbitrator has been selected, the arbitration hearing shall be held no later than thirty (30) days thereafter, unless the arbitrator is unavailable within this thirty (30) day period.
- (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.
- (4) The arbitrator must render an opinion within twenty (20) days of receipt of the briefs.

Section 4. The cost of the arbitration shall be divided equally between the parties.

Section 5. The Union reserves the right not to represent employees who are not members of the Union.

Section 6. In the event that either party claims that a dispute is non-arbitrable the arbitrator will rule on that issue and also on the merits of the grievance if it is determined to be arbitrable.

Section 7. The arbitrator shall have no power to alter, modify, amend or subtract from the terms of the Agreement. In any grievance involving issues of back wages, benefits or any other issue involving continuing money damages, the arbitrator shall not be empowered to award damages occurring before the date the grievance was filed retroactive to a date more than twenty (20) business days prior to the filing of a grievance.

ARTICLE 17 PERFORMANCE REVIEW

Section 1. Employees shall be evaluated annually by their immediate supervisors and reviewed at higher levels. The format for rating an employee's job performance shall be consistent with other departments in the Village and approved by Management. Any guidelines, suggestions, or goals established in the annual performance review shall be obtainable and able to be satisfied during on-duty hours while working a regular working schedule and shall not be used as the basis for an unsatisfactory rating on future evaluations

Section 2. Employee may file a grievance over his or her performance rating providing that such a grievance may not be taken to arbitration.

Section 3. Employees who have spent less than six (6) months in their current step as a result of being recently hired or being recently promoted to Officer, shall not be eligible for a step increase on October 1 of the first fiscal year following the employee's date of hire or date of promotion. Such employees shall not be eligible to proceed to the next step in the pay plan until the next performance review period the following October.

Section 4. Any employee not in his or her new-hire probationary period who receives an unsatisfactory evaluation shall not be entitled to a step increase for at least ninety (90) days. At the end of the ninety (90) day period, such an employee shall be re-evaluated. If the employee then attains a satisfactory or better evaluation, such employee shall receive his or her step increase retroactive to his or her review period. If an employee again receives an unsatisfactory evaluation, the employee shall not receive a step increase for that year and may be subject to discipline with just cause. Employees still in their new-hire probationary period who receive an unsatisfactory evaluation shall be terminated.

ARTICLE 18 PROMOTIONS

Section 1. Filling of Positions: Once a position higher than firefighter becomes vacant or is expected to be vacated the promotional process will begin. The position announcement as well as the job description and qualifications for that position will be posted by the Fire Rescue Administration Office. All qualified persons must submit their intent to be considered for the position in writing to the Chief's Office within the time frame outlined in the announcement.

Section 2. Notification of Examination: Employees will be given written notice, posted on all work location bulletin boards, at least ninety (90) days in advance of a target promotional examination date. The testing will commence no sooner than ninety (90) days after the notice, nor later than one hundred and fifty (150) days after the notice. Source materials from which the examination is drawn shall be given in writing concurrent with the exam announcement and shall be in print or otherwise obtainable at the applicant's expense.

Section 3. Application for Examination: No employee shall be permitted to apply for a promotional examination after the announced closing date

Section 4. Eligibility Criteria for Promotional Examinations.

- A.) In order to be eligible to take a promotional examination, the applicant must not have had any disciplinary action resulting in a suspension of twenty (24) hours or more or any demotion, during the twelve (12) months preceding the posting date of the notice of examination.
- B.) Employees who apply for a promotion must have five (5) years of experience in this department with a thorough knowledge of fire rescue service work and ~~at least one year at~~ hold the rank of Firefighter III.

Section 5. Selection Procedures.

- A) Selection procedures for Rescue Officer I, shall include written examinations, an oral interview board, and may include practical exercise evaluations. Other considerations that will be added to the examination scoring are Personnel evaluations, time in grade and educational background, which shall be specified at the Announcement.

- B) First preference shall be given to qualified persons within the Department. If there are no qualified persons from within the Department, or the applicants fail in the examination process, the Chief of the Department may advertise and hire through outside sources. At least one of the written tests shall be obtained from an outside entity and the Village shall give and score the test.

Section 6. Testing Security Procedures.

- A.) All candidates for promotion shall sign a statement that they are not related by blood or marriage to any exam development team or committee member; and that they have not received any prior knowledge of test items.
- B.) Candidates for the same rank shall be tested at the same time, subject to the Village's ability to adequately staff the Department.
- C.) Prior to the exam, the facilitator will announce a zero tolerance policy for cheating, and follow up with close and continuous proctoring of the exams (which may include video taping for documentation). Meaning, that any employee caught cheating shall be disqualified from the promotional process and subject to the appropriate disciplinary action.
- D.) Protest Procedure:
1. The proper procedure for protesting shall be announced prior to starting the test and shall include the following:
 - a. Item not from the reading list
 - b. No correct answer available
 - c. More than one correct answer
 2. All protests must be noted at the conclusion of the exam. No candidates are to be involved in the discussions related to the resolution.
 3. If a protest is determined to be valid, the affected item shall be removed from the test of all candidates. All protests shall be resolved within three (3) days of the exam.
- E) Oral interviews shall be conducted using a blind numbering system. Each candidate shall be assigned an applicant number, which shall be used as an identification, in lieu of their name during the interview process.

Section 7. Written Examinations.

- A) Eligible, qualified applicants shall take a written examination which shall be graded. The passing grade (cutoff score for further consideration in the process) for each written examination shall be established prior to the test being scored.

Section 8. Oral Interview Boards.

- A) All applicants receiving a passing grade on the written examination shall participate in the Oral Interview process; and
- B) The interview shall be conducted using a panel of three (3) interviewers, and shall be structured using a prepared series of questions relating to the position being sought (the Village may use multiple panels if they determine that the number of applicants is great enough); and
- C) The results of the oral interview shall be scored.

Section 9. Overall Promotion Scoring.

- A) Weighting - Each component of the test shall stand on its own merit. In other words, each segment of the test will be scored with the total number of correct answers. The sum of all tests will be added together to obtain the top scoring applicant. The number of questions for each segment of the test will be announced as soon as possible, but at least thirty (30) days before the testing begins.
- B) Tie Breakers - In the event of a tie in the overall score, the tie shall be broken by rating the applicant who had the highest written examination scores above any other applicant who otherwise would have had a tie in the overall score. If after comparing the written examination scores, a tie still exists, it shall be decided by seniority.

Section 10. Promotional Registers.

- A) Applicants who have passed the written exam and oral interview shall be placed on the Promotional Register.

Section 11. Duration of Promotional Register: A Promotional Register shall remain in effect for eighteen (18) months from the date the Register is established. However, the Fire Chief can decrease or extend the time limit for the good of the Department.

Section 12. Removal From Promotional Register: The name of any applicant appearing on a Promotional Register may be removed, permanently, if the applicant submits a written request, or as a result of a demotion or suspension of greater than one (1) or more shifts.

Section 13. Selections From Promotional Registers.

- A) Selections for promotions will be from the Promotional Register and shall be made by the Fire Chief who will select from the top scoring applicant that has at least one (1) year in grade as a Firefighter III at the time of promotion.
- B) If an applicant does not have at least one (1) year in grade as a Firefighter III at the time of promotion, such applicant will be skipped for the promotion but will retain his or her position on the Promotional Register and be considered for future promotions.
- C) Promotions and/or transfers to non-bargaining unit positions and/or non-shift positions shall be filled at the discretion of the Fire Chief, with final approval by the Village Manager.

ARTICLE 19 PAY PLAN

Section 1 Wage Levels

A) Pay Plan - The wage levels for bargaining unit employees in the classifications included in the Recognition Article are set forth in Attachment "A", attached hereto, and made a part of, this Collective Bargaining Agreement.

B.) Schedule of Wage Increases ~~The pay plan set forth in Attachment A shall be frozen with employees remaining in their current steps for the 2010-2011 fiscal year. For the 2011-2012 fiscal year and the 2012-2013 fiscal year~~ The pay plans set forth in Attachment A shall include a one percent (1%) across-the-board increase in pay for all bargaining unit employees to be effective with the pay period including October 1, 2015, a two percent (2%) across-the-board increase in pay for all bargaining unit employees to be effective with the pay period including October 1, 2016, and a two percent (2%) across-the-board increase in pay for all bargaining unit employees to be effective with the pay period including October 1, 2017. There shall be no across-the-board increase for Fiscal Year 2014-2015. ~~e~~Employees shall advance in the pay plan set forth in Attachment A in accordance with the terms of this Collective Bargaining Agreement.

Fiscal Year 2012-13

~~At least ninety (90) days prior to the beginning of the 2012-2013 fiscal year, the parties agree to reopen Article 19, Section 1, for additional bargaining for the limited purpose of negotiating whether there shall be an across the board increase applied to the pay plan set forth in Attachment A beginning October 1, 2012.~~

Section 2 Minimum Requirements for Classifications

A) Firefighter - Employees will automatically move to the classifications of Firefighter II or Firefighter III upon completion and/or satisfaction of the criteria contained in Policy #240.00, as revised ~~on May 13, 2008, in August 2013 and executed by the Union on July 31, 2013, and the Village on October 3, 2013.~~ Such Policy is incorporated by reference and considered to be part of this collective bargaining agreement but may be amended at any time with agreement of the Fire Chief and Union President. A Firefighter must be classified as Firefighter II or higher before he or she is allowed to drive an engine or tower.

B) Rescue Officer - Employees will automatically move to the classifications of Rescue Officer I or Rescue Officer II upon completion and/or satisfaction of the criteria contained in Policy #240.00, as revised on May 13, 2008. Such Policy is incorporated herein by reference and considered to be part of this collective bargaining agreement.

Section 3 Assignment Pay

A) Paramedics – All Bargaining Unit Employees who are Department functioning solo Paramedics shall receive twelve percent (12%) assignment pay and shall be required to function as Paramedics. This assignment pay shall be increased to thirteen percent (13%) effective with the pay period including October 1, 2015.

~~Those employees receiving Paramedic assignment pay as of the date of ratification shall not have their assignment pay reduced through implementation of this provision and shall be so “grandfathered” until such time as the twelve percent (12%) assignment pay provided herein meets or exceeds the assignment pay currently received by such employee.~~

B) Retention of Assignment - Persons shall retain their paramedic assignment pay so long as they remain certified, retain all of their certifications, and have the approval of the Medical Director to function as a solo Paramedic. If a person other than the current Medical Director serves as the Medical Director for the Village, this section shall be re-opened for further negotiations.

C) Dive Team/Boat Drivers - Employees who are assigned to the Village’s dive team as a diver shall receive a ~~one (1)-time~~ payment of \$1,300 ~~1,000~~ which will not be added to base pay and will be paid in the form of a \$50.00 payment on each paycheck. ~~, payable in October of each fiscal year.~~

Section 4. Step Increases.

A) Step Increases - Employees step increases will be given at annual intervals each October 1st, ~~except October 1, 2010, as a result of the parties’ agreement to freeze advancement in the pay plan for the 2010-2011 fiscal year.~~ Step increases may be withheld in accordance with Article 17 of the Agreement.

Section 5 Promotional Increases.

A.) Employees who are promoted to the rank of Lieutenant (Rescue Officer I, and Rescue Officer II) will initially be paid at the starting rate for that classification, provided that, if the starting rate results in less than six (6%) percent raise for the employee, then the employee shall be paid at the next highest step which will provide at least a six percent (6%) raise.

B.) Upon promotion, If the individual does not meet the qualifications for Rescue Officer I, they shall be given a three (3%) percent raise and placed in grade titled Rescue Officer. This is a temporary position from which you will have one year from the date of promotion to complete the requirements of Rescue Officer I. When the educational requirements for the Rescue Officer I position are completed, the individual will be given the additional three (3%) percent they should have earned for the initial promotion. If the requirements are not completed within the one-year time frame, they will be returned to their previous position and next person on the promotion list will be offered the job. If there is no promotion list the Rescue Officer I position will re-open. The Fire Chief may extend the one year time requirement for due cause.

Section 6 **Working in other Classifications**

A) Fire Fighters - Fire Fighters temporarily assigned to work as Lieutenants shall receive a five percent (5%) wage supplement.

B) Lieutenants - Lieutenants temporarily assigned to work as Captains shall receive a five percent (5%) wage supplement.

C) Assignments shall be made from the promotional register if there are persons on said register from the shift in which the assignment or temporary appointment is needed. If there are no such persons on the register then the assignment or temporary assignments may be made as management determines. Temporary assignments shall be made by the Fire Chief and in written form.

ARTICLE 20 – WORK WEEK

Section 1. Twenty-Four (24) Hour Shift Employees.

A. The Village of Tequesta will determine the work schedule based upon the needs of the residents and service delivery system. The Village will comply with the provisions of the Fair Labor Standards Act, and compensate accordingly, unless modified by the provisions of this Agreement. Combat employees of the Fire Department work a forty-eight (48.0) hour workweek. This is based on working one hundred and forty four (144) hours, in a twenty one (21) day work cycle.

No Employee shall be permitted to work in excess of forty eight (48) hours straight without a twelve (12) hour break in between shifts. No employee shall be permitted to work more than ninety six (96) hours in any seven-day period, except in emergency cases as determined by the Chief of the Department.

B. The starting time is 7:30 a.m.

C. Kelly Days will be selected in September and are made annually, based upon shift assignments for the following January. For all 24 hour shift employees, the selection of Kelly Days shall be determined by shift, based on seniority as defined in the current Collective Bargaining Agreement. Restrictions shall be determined annually by the Fire Chief and shall become effective the first Kelly day cycle commencing the following January.

D. Kelly Days may be exchanged on a permanent or temporary basis by two mutually agreeable employees within the defined work schedule, in accordance with the Fair Labor Standards Act and subject to staffing requirements being met.

E. If an employee accepts a promotion or assignment into a new classification, the employee's selection of Kelly Day shall remain the same, if the employee is assigned to the same shift.

F. If an employee is to be transferred to a different shift by the Village, the employee with the most seniority shall maintain his or her previously scheduled Kelly Day. If an employee's Kelly Day is bumped due to transfer, the bumped employee shall select a Kelly Day from the remaining days available, until such time a new selection process has begun.

G. If a problem arises in the implementation of this Article, the Fire Chief shall resolve the problem.

Section 2. Early Release.

Personnel may be released from duty prior to their normal starting time if the following criteria are met:

- A. The release must be sanctioned and approved by the Station Officer who shall note the time of the release in the station log.
- B. Both employees must be in agreement of exchange.
- C. Both employees must have equal certifications and qualifications.
- D. The release must be for one (1) hour or less.

ARTICLE 21 OVERTIME

Section 1. The Village agrees to compensate employees in accordance with the provisions of the Fair Labor Standards Act for all hours worked in excess one hundred and forty four (144) hours over a twenty one (21) day work cycle. Pay shall be at the rate of time and one-half (1.5) the employee's base rate of pay including assignment and incentive pays.

Section 2. For operational employees, overtime shall be issued in accordance with the department's overtime policy, #237.00, dated May 13, 2008, which may be amended by the Fire Chief, except as modified by this Agreement

Section 3. All employees shall be paid overtime in one quarter (1/4) hour increments and in the pay period that the overtime occurred.

Section 4 For the purpose of computing hours worked, bereavement leave shall not be included as hours worked.

ARTICLE 22 EXCHANGE OF TIME

Section 1. Shift employees may exchange shifts, or parts of shifts, with another employee subject to seventy (72) hours advance notice, but no more than three (3) months in advance and approval by the highest ranking officer on the shift on which the exchange is occurring. Less advance notice may be accepted at the discretion of the immediate supervisor, for extenuating circumstances. The purpose of this officer review is to ensure that the staffing needs of the department are met. If staffing needs are not satisfied as a result of the proposed exchange, the exchange shall be denied.

Section 2. Exchange of time shall be requested in writing, using the time exchange forms.

Section 3. No exchange of time can result in an employee working in excess of two (2) consecutive shifts.

Section 4. When an employee who is scheduled to exchange time for another employee does not report or goes off duty for any reason, that employee will be charged with either vacation or sick time for all work hours missed. If the employee does not have any time left in these banks, then they shall be placed in a non-pay status. The employee not reporting or going off duty will have the option of finding an emergency trade time (replacement), in order to fill the shift. If this occurs no time accrual banks will be used.

Section 5. All pay-backs for exchange of time are the responsibility of the employees involved in the exchange.

Section 6. Hours worked under this Mutual Exchange of Time Article shall not be counted towards extra compensation as outlined under Article 19 Pay Plan, Section 6 Working in other classifications.

ARTICLE 23 CALL BACK

Section 1. Any employee called back to duty (required to report at a work location) shall be paid for actual time worked at the rate of time and one-half (1.5) the employee's straight time rate of pay in one-quarter (1/4) hour increments. An employee shall receive a minimum of three (3) hours callback pay. However, if the call-back is cancelled within thirty (30) minutes of the time the employee is informed of the call-back, the employee will only be compensated for one (1) hour pay. Employee's may be held by the Officer on duty and be required to stay and assist in other Fire Department duties during the three (3) hour call back time frame.

ARTICLE 24 INCENTIVE PAY

Section 1.

A) In order to provide a pool of employees who are certified, and available, the Village shall pay the following amounts to employees who are certified as noted herein. Incentive pay shall be paid in twenty-six (26) equal installments.

- I. State Certified Fire Inspectors: \$1,300.00 over base pay
- II. AS Degree (reimbursed by the State of Florida): \$600.00
- III. B.S. or Masters Degree (reimbursed by the State of FL): \$1,320.00

These incentive pays shall not preclude any employee from receiving assignment pay as an EMT or Paramedic.

Section 2. For employees hired prior to October 1, 2010, incentive pay shall be considered as salary for purposes of employee's pension calculations.

ARTICLE 25 EDUCATION

Section 1. Tuition Reimbursement - Tuition reimbursement shall follow the Village Training Programs Policy 6.2 (revised November 8, 2007) with the inclusion of Section 2 below.

Section 2. Department Vehicle Use - Employees may utilize a department vehicle for authorized training approved by the Fire Chief. In the event a Department Vehicle is not available to the employee, the Village will reimburse the employee for mileage at a rate in accordance with Federal Reimbursement rate guidelines.

Section 3 At the discretion of management, there will be one (1) paramedic scholarship awarded on an annual basis where funds allow, to attend paramedic school. Where the scholarship is funded and budgeted in a particular year, all applications must be submitted to the Village by October 1 and the scholarship shall be awarded on November 15. The Village shall pay the school directly for all cost of the employee attending paramedic school. Where employment is terminated within one (1) year of attendance, the employee will be required to repay the Village on a pro-rata basis.

ARTICLE 26 CERTIFICATIONS

Section 1. Recertification. - Any recertification course required by the State of Florida, and which is not available to the employee while on duty, will be completed by the employee while off duty and shall not be considered as time worked. Any recertification course required by the Village, but which is not required by the State of Florida, and not available to the employee while on duty, will be completed by the employee and shall be considered as time worked.

ARTICLE 27 UNIFORMS

Section 1.

A. The Village shall provide all newly hired employees with the following department issued uniforms;

- 3 Polo's
- 3 Work pants
- 3 T-shirts
- 1 Class B Shirt
- 1 Jacket
- 1 Job Shirt/Sweatshirt
- 2 Jumpsuits
- 1 Belt
- 1 Ball cap style_hat
- 1 Badge, Name Tag and Collar Brass

and the following department issued Bunker Gear;

- 1 coat
- 1 pair of pants
- 1 helmet
- 1 pair of boots
- 1 pair of gloves
- 1 set of suspenders
- 1 Nomex hood

Once an employee completes new-hire probation, he or she will also be provided with a complete "Class A" dress uniform.

B. Replacement of Items -The Village will replace all items in accordance with department policies and procedures.

Section 2. Boot Allowance.- The Village shall provide an annual boot allowance to all employees in an amount equivalent to the purchase of a pair of eight inch (8") Thoroughgood model boot from the Village's designated boot supplier. This annual boot allowance shall be provided in addition to the provision of bunker gear boots per Section 1 above. Employees not wishing to purchase the Thoroughgood model boot may apply the allowance towards the purchase of another model but shall be personally responsible for any excess cost and shall not receive any compensation or refund if the purchase model is cheaper than the Thoroughgood model.

ARTICLE 28 VACATIONS

Section 1. Amount of Vacation.- Bargaining unit members earn annual leave based upon Table 1. Newly hired employees are not eligible to use annual leave during their probationary period. Newly hired employees will not be compensated for time off, if granted, during their probationary period, ~~if granted~~. At the successful completion of the a new hire probationary period, newly hired employees will be credited the amount of vacation leave they would have accrued as of the date of hire. Pay stubs shows the current hourly balance of all leave types as of the day the payroll was processed. Personnel can convert the hours to shifts by dividing the number of hours by 24. You earn annual leave throughout the year, earning 1/26 of your annual allotment each pay period.

Annual leave is accrued (or earned) at the following rates:

Twenty-four hour shift personnel		
Years of employment	Number of weeks	Bi-Weekly accrual
Date of hire thru 4 th year	Two weeks	3.692 hours
5 th year thru 9 th year	Three weeks	5.538 hours
10 th year and more	Four weeks	7.385 hours

Table1

Section 2. Vacation Scheduling.

A). You may use your annual leave after you become a regular employee (off probation) of the Village of Tequesta Fire Rescue. Vacations must be scheduled in advance.

B). Fire-Rescue Administration shall post a vacation pick schedule in ample time to assure that each employee is given an opportunity to pick two vacation slots before the beginning of the new calendar year. Each employee will be able to pick their annual leave selection dates according to seniority. Annual leave selection periods may be full slot selections or may be divided into two half-slot leave selections, per the individual's request and feasibility. If divided, the second leave slot will be chosen after every individual has had at least one chance for a vacation selection pick. Employees utilizing the vacation pick schedule, once approved, are guaranteed their annual leave request. (Except in cases of a disaster when leaves may be cancelled for all employees). Employees not utilizing the vacation pick schedule are not guaranteed leave, it will up to the discretion of the Fire Chief; these leave requests will be processed on a first come, first served basis.

~~A full vacation slot is considered to be five (5) or more shifts; one half slot shall be considered at least two (2) shifts. Single shifts or partial shifts may be granted after the vacation pick schedule has expired. In other words, after everyone has had a chance to pick their second vacation request. Single shifts or partial shifts may be taken in as little as (12) twelve-hour blocks as long as it does not interfere with the operation of the Department and the request is submitted two weeks in advance of the requested day off.~~

C). The maximum number of employees permitted to be on annual leave at one time shall be one (1) employee per scheduled shift, i.e., a total of three (3) employees (one (1) per shift) may be off at any one time. The parties agree that this provision allowing three (3) employees off at any one time may be re-opened for additional bargaining by either party prior to the fiscal year beginning October 1, 2017. In the event one party or the other wishes to re-open this provision for additional bargaining, the party desiring to re-open must serve notice to the other party on or before June 1, 2017. ~~two (2). The maximum number of employees off per shift shall be one (1), except in the case of back-to-back vacations. Back-to-back vacations from the same shift will cause a forty-eight hour overlap. The back-to-back overlap is permitted provided the total number of employees off on annual leave does not exceed the department total of two (2). This policy is subject to change as the needs of the Department dictates and at the discretion of the Chief of the Department.~~

~~Annual leave shall commence on the first specified vacation date and shall be considered completed when the employee returns to duty.~~

~~As a standard, no additional overlaps or conflicts shall be permitted. A conflict or overlap shall be considered any time two employees are off on approved leave and a request is made by third employee for leave to commence prior to one of the employees completing their scheduled leave as defined above.~~

D). When requesting annual leave outside the vacation pick schedule, employees submit your leave request to your supervisor for approval. The supervisor shall confirm that the request is in accordance with this policy, sign the request and forward it to Fire Rescue Administration. Fire Rescue Administration must receive your request fourteen (14) days in advance of the requested day off. All annual leave requests are subject to final approval by the Fire Chief.

Section 3. Cancellation or Modifications - Any other modifications or cancellations require at least two weeks advance notification to Fire Rescue Administration.

Section 4. Emergency Leave - The Fire Chief, for unusual or emergency circumstances, may grant leave outside the time frames listed above, providing the request does not reduce staffing below minimum levels.

Section 5. Vacation Carry-Over. - The maximum number of annual leave hours you may carry over from year-to-year is 320 hours. This carry-over occurs on October 1st of each year. You must use any leave over the maximum accrual rate prior to the October 1st date or you will lose the additional time.

Section 6. Transfers - If an employee is to be transferred to a different shift by the Village, the employee shall maintain his or her previously scheduled vacation without bumping any of the already scheduled employees from their selection.

Vacation leave requests may be adjusted backwards or forward by 48 hours by the Fire Department Administration if an employee's shift is changed.

Section 7. Donating Vacation Leave - You may donate a portion of your accrued annual leave to the sick leave accrual or bank of an eligible employee who requests the same, pursuant to the Village Sick Leave Donation Request procedures. This will be accomplished by using forms provided by the department. Employee donations must be made in minimum eight (8) hour increments. The hourly rate of pay for an employee donating annual leave time shall be irrelevant in relation to the hourly rate of pay of the employee receiving the donation. You waive any and all future claims to donated annual leave in this regard.

Section 8. Payment for Unused Leave upon Separation - If you resign your position with the proper two-week notification, or if you are terminated for reasons beyond your control, you are paid for any outstanding annual leave time up to the maximum accrual. The Fire Chief, with the Village Managers approval, may waive the two-week resignation notice.

ARTICLE 29 HOLIDAYS

Section 1. Twenty-Four (24) Hour Shift Employees.

Twenty-four (24) hour shift employees shall work the observed holidays as part of their regular tour of duty. The following are recognized Holidays by the Village:

New Year's Day (January 1)
Martin Luther King, Jr.'s Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

Twenty-four (24) hour shift employees shall receive eight (8) hours additional pay (base pay, plus all incentives) for each of these holidays identified above, whether they are on duty or off during the Holiday.

The eight (8) hours of additional pay for the New Year's Day (January 1) Holiday shall be reduced by six (6) hours and the six hours by which the New Year's Day Holiday pay was reduced shall be credited to the Union Time Pool Bank. The employee shall receive the other two (2) hours additional pay in accordance with the preceding paragraph.

ARTICLE 30 BEREAVEMENT LEAVE

Section 1. Twenty-Four (24) Hour Shift Employees - In the case of a death in the immediate family, the employee shall be entitled to one shift off with pay. If the death occurs while the employee is on duty, the employee shall also be entitled to the rest of the shift off with pay.

Section 2. Immediate Family - The immediate family consists of the employee's spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, children, (natural, adopted, and step), sisters and brothers (natural, adopted, step and half), grandparents, grandchildren and domestic partners.

Section 3. An employee may extend bereavement leave by using vacation or sick leave with the approval of the Fire Chief. A maximum of 48 hours sick leave extension may be requested.

ARTICLE 31 COURT TIME

Section 1 An off-duty employee shall receive pay for a minimum of two (2) hours (overtime or straight time, whichever is applicable) for his/her first two (2) hours of court or deposition when subpoenaed to appear in matters relating to the Village. After two (2) hours of actual time in court, the employee shall continue to receive compensation for actual time until released for the day. Employees shall receive the standard Village per mile travel expense allowance for all mileage incurred while using an employee's personal vehicle provided that the employee remits to the Village any mileage and/or witness fee's received by the employee.

ARTICLE 32 JURY DUTIES

Section 1 - Employees will be given leave without loss of pay or benefits for jury duty pursuant to a summons, upon presentation to the Fire Chief of the summons. Employees shall be required to return to work at the end of their jury duty, unless otherwise excused by the judge. Payment received by the employee for jury duty, except for mileage reimbursement, must be endorsed over to the Village.

ARTICLE 33 – INSURANCE

Section 1. Health Insurance - Employee Coverage; The Village shall provide traditional Health Insurance at no cost to the employee; dependent coverage paid at seventy five percent (75%) by the Village and twenty five percent (25%) by the employee. Dependent coverage may be paid through payroll deductions (24 times per year).

In the event an employee opts to participate in the Village's high deductible plan, the Village shall fund the employee's Health Savings Account (HSA) in an amount equal to the difference between the amount the Village would have paid if the employee participated in the traditional health insurance plan and the amount the Village will pay as a result of the employee's election to participate in the high deductible plan. The Village shall also allow an annual sell back of sick leave which allows employees to fund their individual HSA by "selling" sick leave at the rates provided for in Article 44, section 5.

~~Effective October 1, 2011, e Employees with single health insurance coverage shall pay twenty five (\$25.00) dollars per pay period (twenty four pay periods per year) for health insurance coverage. Such payment shall be paid through payroll deductions twenty four (24) times per year.~~

~~Effective October 1, 2011, e Employees with dependent health insurance coverage shall pay twenty five (25%) percent of the premium for such coverage plus an additional fifty (\$50.00) dollars per pay period (twenty four pay periods per year). The Village shall be responsible for the remainder of the health insurance premium. Such payments shall be paid through payroll deductions (twenty four times per year).~~

Section 2. Health Insurance Provider The Union shall continue to be allowed to participate on the committee or task force established for the purpose of selecting the Village's health insurance provider and the plan of benefits to be offered to employees. The health insurance provider and the plan of benefits offered to bargaining unit employees shall be the same as the health insurance provider and plan of benefits offered to other non-unionized employees of the Village.

Section 3. Dental Insurance - The Village will provide Dental Insurance. Employee coverage paid one hundred percent (100%) by the Village. Optional dependent coverage shall be paid by the employee with the employee paying one hundred percent (100%) of the difference between the cost of individual coverage and dependent coverage. Dependent coverage may be paid through payroll deductions (24 times per year). The Union shall continue to be allowed to participate on the committee or task force established for the purpose of selecting the insurance

provider and the plan of benefits to be offered to employees. The dental insurance provider and the plan of benefits offered to bargaining unit employees shall be the same insurance provider and plan of benefits offered to other employees of the Village.

Section 4. Life Insurance The Village will provide each full-time employee, at no cost, life insurance coverage in the amount of 1.5 times their annual salary plus \$5,000.00 rounded to the next higher \$1,000, subject to a maximum of \$150,000.

~~Section 5. Re-opener~~ ~~The provisions of this Article may be re-opened by either party prior to the beginning of each fiscal year covered by the Agreement.~~

ARTICLE 34 PENSIONS

Section 1: Pension ordinance(s) applicable to bargaining unit employees shall not be changed during the term of this Agreement, except as provided herein, unless otherwise agreed to by both of the parties.

In the event that a Pension Board meeting is scheduled during a Pension Board Member's normal work schedule, that employee shall be released from duty with no loss of pay or benefits.

Section 2: The Village shall adopt an ordinance amending the Public Safety Employees' Pension Plan as follows:

A. The employee contribution rate to the Public Safety Employees' Pension Plan shall be increased to five and one-half percent (5.5%) effective with the payroll period including October 1, 2016. The employee contribution rate shall then be increased to six percent (6%) effective with the pay period including October 1, 2017.

B. All monies received pursuant to Chapter 175, Fla. Stat., including the amount above the current frozen amount, shall be utilized to reduce the Village's required contribution to the Public Safety Employees' Pension Plan. The parties agree to take whatever steps necessary to allow monies received pursuant to Chapter 175, Fla. Stat., to be used in this manner, which may include an increase in the employee contribution to be bought down to the then-current employee contribution rate through the use of the Chapter 175 monies.

C. The current reserve of excess monies received pursuant to Chapter 175 (approximately \$400,000) shall be used to reduce the Village's required contribution to the Public Safety Employees' Pension Plan during the 2014-15 or 2015-16 plan years, as determined by the Village. The parties agree to take whatever steps necessary to allow those reserves to be used in this manner, which may include an increase in the employee contribution to be bought down to the then-current employee contribution rate through the use of the reserve monies.

D. After implementation of the increases in the employee contribution provided for in subsection A above, if the Village opts out of participation in Chapter 175, or in any way causes the State of Florida to cease issuance of proceeds pursuant to Chapter 175, the employee contribution rate shall immediately decrease to five percent (5%).

E. Effective with the first day of the first month beginning on or after the date of adoption of the ordinance implementing the changes provided herein, the multiplier for all future service by participants in the Public Employees' Pension Plan who are actively employed on that date shall be three percent (3.0%).

F. All participants in the Public Employees' Pension Plan hired on or after the date of adoption of the ordinance implementing the changes provided herein shall have a ten (10) year vesting period and shall have a multiplier of two percent (2.0%) for the first ten (10) years of service and two and one-half percent (2.5%) for all years of service thereafter, and the definition of salary for the purposes of calculating such employees' average final compensation will be modified so that the definition of salary shall include base compensation (including regular earnings, vacation pay, and sick pay) but shall exclude lump sum payments, overtime, bonuses, incentives, and longevity allowances.

G. Coincident with entry into the DROP, an employee shall have the option of selling back to the Village their accrued hours of vacation and/or sick leave, subject to the provisions of Article 44.

H. As of the date of ratification of this Agreement, when calculating a firefighter's retirement benefits, such calculation shall not include more than three hundred (300) hours per year of overtime compensation and shall not include any payment for accrued, unused sick or annual leave above the number of accrued, unused sick or annual leave hours accrued as of the date of ratification of this Agreement, subject in any event to the provisions of Article 44, Section 5.

I. The return earned or interest credited to DROP or Share accounts shall be equal to the net return earned by the Public Employees' Pension Plan but not less than zero percent (0%) and not more than seven and one-half percent (7.5%).

~~For employees hired on or after October 1, 2010, the Village shall adopt an ordinance establishing that the pension multiplier will be two (2%) percent for an employee's first six (6) years of employment and two and one half (2.5%) percent for each year thereafter. Further, the Village shall adopt an ordinance establishing that for employees hired on or after October 1, 2010, the definition of salary for the purposes of calculating an employee's average final compensation will be modified so that the definition of salary shall include base compensation (including regular earnings, vacation pay, and sick pay) but shall exclude lump sum payments, overtime, bonuses, incentives, and longevity allowances.~~

~~The pension benefits earned or accrued, and the contribution rate to be paid, by employees hired prior to October 1, 2010, shall remain unchanged.~~

ARTICLE 35 DOCUMENTS

Section 1. The Village agrees to provide one (1) copy of each of the following documents to the Union without charge:

- Final budget, budget changes and amendments for the Department.
- Year-end financial statement for the Village and the Department.
- Administrative orders.
- Regulations and personnel policies relating to bargaining unit employees.
- The Village will put the fire department policy and procedure on its website, commencing fiscal year 2011/12.
- The Village shall provide to all employees, a copy of the current EMS protocols and copies of all changes as they are made.

Section 2. Department Manuals

The Village shall provide a copy of the Department Manual, with all revisions thereto, to each employee.

Section 3. Other Documents

Where additional documents are required, the Union will make a public records request through the Village Clerk's office, and pay the prevailing copying and labor costs.

ARTICLE 36 USE OF PERSONAL VEHICLES

Section 1. If an employee is requested to use their personal vehicle, the employee shall be paid the standard Village per mile rate to offset their automobile expenses, payable in accordance with the accounts payable procedures.

Section 2. Employees traveling for Village business shall be covered by Worker's Compensation in accordance with the State Law and Village Policy.

ARTICLE 37 STATION CONDITIONS

Section 1. In order to prevent the spread of communicable diseases and to provide protection from hazardous materials routinely associated with the job of fire fighting the Village shall continue to provide washing machines and dryers in all stations. The Village shall also provide laundry soap for the purpose of laundering uniforms and other related items.

Section 2. In order to prevent the spread of infectious diseases between patients, employees and the members of the Public, the Village shall have disinfecting facilities in accordance with section 5.8 of the National Fire Protection Code 1581, 2005 edition, in the fire station, where practical.

ARTICLE 38 SAVINGS CLAUSE

Section 1. Should any section or portion of this Agreement be held invalid or unlawful by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the Village and the Union agree to immediately negotiate a substitute, if possible, for the invalidated section or portion thereof. Any remaining portions of this Agreement shall remain in full force and effect and shall not be affected thereby.

ARTICLE 39 REPLACEMENT OF PERSONAL PROPERTY

Section 1. The Village agrees to pay a reimbursement fee not to exceed one hundred dollars (\$100.00) per calendar year for prescription eyeglasses and contact lenses damaged in the line of duty through no fault or negligence of the employee. Reimbursement shall be made upon completion of a damage report filed by the employee by the end of the shift on which the damage occurred. All claims for reimbursement are subject to review and approval by the Fire Chief.

ARTICLE 40 PREVAILING BENEFITS

Section 1. All job benefits in effect at the time of the execution of this agreement hereto for authorized by the Village or benefits provided ordinance or Code of the Village or Village Council not specifically provided for or abridged by this agreement shall remain in full force and effect for the duration of the Agreement.

Section 2. The Village and the Union will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this agreement, provided, however, no changes shall be made except where a waiver exists or where the changes negotiated in accordance with Chapter 447, Florida Statutes.

ARTICLE 41 DURATION OF AGREEMENT

Section 1 It is understood by and between the parties that this Agreement and any side agreements executed by the parties constitute the entire agreement between the parties and shall be effective October 1, 2015 ~~upon execution by both parties~~, and shall continue through September 30, 2018~~3, unless otherwise provided in any specific article~~. The agreement shall be automatically renewed annually provided, however, that either party may give written notice two hundred and ten (210) days in advance of the expiration of the Agreement of its intention to renegotiate the Agreement or specific Articles of the Agreement. Such written notification shall include an enumeration of the items to be renegotiated. Only those items identified by either party are subject to negotiation ~~shall be renegotiated~~. Any party providing such notice must thereafter provide written proposals on all articles identified in the notification by April 15. If a mutually satisfactory agreement is not reached within an appropriate time period, all disputed matters shall be resolved in accordance the Chapter 447, Florida Statutes, and this Agreement shall continue in effect as the status quo.

ARTICLE 42 EMPLOYEE ASSISTANCE PROGRAM

Section 1 - Fire Rescue Personnel are included in the Village of Tequesta Employee Assistance Program.

ARTICLE 43 EMPLOYEE BILL OF RIGHTS

Section 1 - All Bargaining Unit employees shall be afforded the protection spelled out in the Fire fighter Bill of Rights, Section 112.80-1112.84, Florida Statutes, which shall be deemed fully incorporated herein.

ARTICLE 44 SICK LEAVE

Section 1. It is agreed between the parties that sick leave use can have a detrimental effect on the daily operation of Fire-Rescue, including the workload of other Fire-Rescue employees, the level of service Fire-Rescue provides to the public, and the safety of the other employees. The Village and Professional Firefighters/Paramedics of Local 2928 agree to make every effort to express the importance of dependability and reliability in regards to employee attendance to all members of The Village of Tequesta Fire-Rescue.

- A.) Bargaining unit members shall receive 4.4256 hours of sick leave per pay period. All Bargaining unit members shall be able to carry over 1600 hours of sick time.
- B.) Probationary employees shall be awarded sick leave time on a pro-rata basis for the remainder of the year starting after the sixth (6th) month from the date of hire.

Section 2. **Approved Sick Leave Use** - Sick leave shall be awarded on an hour for hour basis to employees for the following reasons provided, that the condition is not job related:

- A.) Incapacitation due to illness or injury.
- B.) Attendance would jeopardize the health of co-workers due to exposure to a contagious illness/disease.
- C.) Prescribed medical treatment that falls on duty days.
Care of an immediate family member, residing with the employee for whom the employee is rendering medically related assistance, and there is no other person available to care for said individual.
- D.) Hospitalization of a family member.
- E.) Pregnancy and maternity leave.
- F.) Any absence not described above that prior authorization is received from the Fire Chief.

Section 3 **Sick Leave Procedure** - It shall be the employee's responsibility to notify the on duty shift officer at least sixty (60) minutes prior to the start of their shift with the reason for their absence and the location and phone number at which they can be reached.

- A.) Sick leave shall be awarded on an hour for hour basis, in quarter hour increments, for all employees.
- B.) Employees may return to work at any time after calling in sick. However, they may only return to work one time during a shift.
- C.) If, in the opinion of the immediate Supervisor, an employee is determined to be too ill/injured to work, the Supervisor may recommend that the employee be sent home. The first Non-

Bargaining Unit Supervisor, above the immediate Supervisor of the employee in question, shall have the authority to send the employee home, based on the recommendation of the immediate Supervisor and direct observation of the employee.

Section 4 Sick Leave Buy Back - Effective December 1 of each fiscal year, any eligible employee who has been continuously employed for at least twelve (12) months and who has an accrued sick leave balance of four hundred eighty (480) hours, and who has taken no more than forty eight (48) hours of sick leave during the twelve (12) month period immediately preceding December 1 of each fiscal year, may surrender forty (40) hours for cash payment at one hundred percent (100%) of their current hourly rate. Any additional eligible hours may be redeemed at fifty percent (50%) of their current hourly rate. However, Unit Members must have at least 360 hours of sick leave remaining after surrendering sick leave for cash payment to be eligible to buy back sick leave under these provisions.

The Village will compile a list of employees who are eligible to convert excess sick leave to cash payment. If eligible, employees will be notified by the Village of how many days may be converted and the date by which the employee needs to decide. Employees will respond indicating the amount of days they wish to convert.

Section 5. Separation - Upon separation from the Village in good standing, with proper notice, or for reasons beyond the employee's control, the employee shall be paid for his/her accrued sick leave according to the following schedule.

YEARS OF EMPLOYMENT	PERCENTAGE OF ACCRUAL PAID TO EMPLOYEE
One (1) through Nine (9)	25 Percent
Ten (10) and Over	50 Percent

ARTICLE 45 LEAVES OF ABSENCE

Section 1 **Family and Medical Leave** - Eligible employees shall be entitled, upon written request, to a leave of absence without pay or benefits for up to twelve (12) weeks, in accordance with the Family Medical Leave Act. Employees will be required to use accrued leave when FMLA is taken.

Section 2 **Military Leave With Pay** - Leave of absence and re-employment rights of employees inducted into the military service shall be as provided in the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and Chapter 115, Florida Statutes, and as the same may be amended from time to time.

ARTICLE 46 FITNESS FOR DUTY

Section 1. Physical Fitness

- A.) Parties acknowledge the fact that firefighting is a physically demanding and hazardous profession; and both parties have a vested interest in assuring that personnel in this profession are performing at peak performance. Therefore, in a joint effort between the Union and the Village, they agree to establish a baseline physical fitness standard for all combat personnel. This standard will be incorporated into the Department's Policy and Procedure Manual, entitled "PHYSICAL FITNTESS", Policy, #1002.00, effective date will be October 1, 2008, which may be amended by the from time to time by agreement between the Fire Chief and the Union President.
- B.) On an annual basis, all combat personnel shall participate in this physical fitness program developed to assure a standardized basic physical fitness level for all personnel to safely perform their assigned duties and functions.

Any employee, who cannot pass the physical fitness assessment, shall be granted a ninety (90) day remediation period. If at the end of this ninety (90) day remediation period; the employee is still unable to pass the physical fitness assessment, he shall be placed on off duty status for another ninety (90) period. Failure to pass the physical fitness assessment after the one hundred and eighty (180) day period shall be cause for termination. Employee shall be permitted to use sick leave and or vacation leave during this off duty status period.

- C.) Employees will be required to pass a physical fitness assessment prior to being reassigned to emergency duties after any medical procedure, such as a surgical procedure and/or broken bones, etc. Also, any absence from on the job and/or active duty for a period greater than ninety (90) calendar days.

Any employee, who cannot pass the physical fitness assessment designed for their position after their extended leave or surgical procedure, shall not be permitted to return to duty until such time he or she is able to pass this physical fitness assessment. If the employee cannot pass the physical fitness assessment within one hundred and eighty (180) days from the first attempt, the Village has every right to terminated the employee and fill their position.

- D.) Village shall provide in all permanent fire station locations, a physical fitness area equipped with a standard complement of exercise equipment.
- E.) Neither party shall have the right to grieve or arbitrate this Article, unless the provisions of this Article are violated.

ARTICLE 47 COMMUNICABLE DISEASES

Section 1 Communicable Diseases - This Article shall be in accordance with Florida Statutes 112.181 Firefighters, paramedics, emergency medical technicians and special provisions relative to certain communicable diseases.

A.) **Presumption.** - Any emergency rescue or public safety worker who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the emergency rescue or public safety worker must, by written affidavit as provided in Florida Statutes 92.50, verify by written declaration that, to the best of his or her knowledge and belief:

- 1) In the case of a medical condition caused by or derived from hepatitis, he or she has not:
 - a) Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his or her employment
 - b) Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his or her present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;
 - c) Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control and Prevention or the Surgeon General of the United States, or had sexual relations with a person known to him or her to have engaged in such unsafe sexual practices or other high-risk behavior; or
 - d) Used intravenous drugs not prescribed by a physician.

- 2) In the case of meningococcal meningitis, in the 10 days immediately preceding diagnosis he or she was not exposed, outside the scope of his or her employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease.
 - 3) In the case of tuberculosis, in the period of time since the worker's last negative tuberculosis skin test, he or she has not been exposed, outside the scope of his or her employment, to any person known by him or her to have tuberculosis.
- B.). Immunization - Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease for which a presumption is granted under Florida Statutes 112.181, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the United States Public Health Service, an emergency rescue or public safety worker may be required by his or her employer to undergo the immunization or prophylaxis unless the Village's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the worker's health. Absent such written declaration, failure or refusal (which shall be in writing) by an emergency rescue or public safety worker to undergo such immunization or prophylaxis disqualifies the worker from the benefits of the presumption.
- C.). Influenza - During the flu season of each year, the Village will provide and pay for flu shots to the employees.

Section .2) TB Screening - The Village shall provide a tuberculosis screening annually for all bargaining unit employees.

Section 3.) Record of Exposures - The Village of Tequesta shall maintain a record of any known or reasonably suspected exposure of an emergency rescue or public safety worker in its employ to the diseases described in this section and shall immediately notify the employee of such exposure. An emergency rescue or public safety worker shall file an incident or accident report with his or her employer of each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis.

Section 4.) Required Medical Tests; Pre-Employment Physical. In order to be entitled to the presumption provision an emergency rescue or public safety worker must, prior to diagnosis, have undergone standard, medically acceptable tests for evidence of the communicable disease for which the presumption is sought, or evidence of medical conditions derived there from, which tests fail to indicate the presence of infection. This paragraph does not apply in the case of meningococcal meningitis.

ARTICLE 48 DISABILITY LEAVE

Section 1 On-The-Job Disability. Any employee, who incurs an illness or is injured while acting within the scope of his or her employment, and whose Workers' Compensation claim has not been controverted by the Village by filing a Notice to Controvert shall be entitled to disability leave with no loss in pay or benefits, except as otherwise stated in this agreement, until the employee returns to the essential duties of the employee's position; is medically able to return to the essential duties of the employee's position; or receives a determination that the employee will not be able return to the essential duties of the position, and receives pension benefits; provided that such benefits (excluding Pension Benefits) are limited to a maximum of ninety (90) days. Further provided, that if the employee returns to work and later goes out with the same illness/injury, that employee's time shall be cumulative with respect to the ninety (90) days maximum cap. If a controverted claim for Workers' Compensation is later resolved to pay Workers' Compensation benefits, then the employee shall be entitled to disability benefits under this Article, retroactively. Disability benefits shall also be payable if a Workers' Compensation claim is not filed if the disability as proved in this Section is for seven (7) or less.

Section 2 Light Duty (On-The-Job Disability). The Village has the right to assign an employee who incurs an illness or is injured in the line of duty as provided in Section 1 of this Article, to light duty within the Fire-Rescue Department, or outside the Department if the employee agrees, so long as the employee's medical condition permits. An employee who does not wish to accept a light duty assignment under this section may use sick leave and then vacation until each has been exhausted, after which, an employee who refuses a light duty assignment in the Department shall not be entitled to benefits under this Article. An employee assigned to light duty shall suffer no loss in pay or benefits.

Section 3 Light Duty (Off-The-Job Disability). An employee who incurs an illness or injury outside the line of duty or who cannot perform regular responsibilities due to pregnancy may request and shall be entitled to work light duty if a position is determined by the Fire Chief to be available, if the employee qualifies for the position, and if the employee's medical condition permits. An employee working such light duty position shall be paid and shall be entitled to benefits, as provided for that position.

Section 4 Short Term Disability (Off-The-Job) - For non-job-related illness/injuries, an employee shall have a maximum of twelve (12) months within which to return to the essential duties of the employee's position, with or without a reasonable accommodation. The ability to perform the essential duties of a position shall be determined by the Fire Department Physician. Provided, that if an employee returns to work and later goes back out with the same injury/illness, within six (6) months of that employee's return to work from the initial illness/injury, that employee's time shall be cumulative with respect to the twelve (12) month maximum cap.

ARTICLE 49 SUBSTANCE ABUSE POLICY AND TESTING

Section 1.) The Village and the Union recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The Village and Union share a commitment to solve this problem and to create and maintain a drug free work place policy.

The Village and the Union agree to follow the Village of Tequesta Drug Free Policy 3.12, (revised July 18, 2005) with the inclusion of the provisions of this Article.

Section 2.) Additional Testing: In addition to the testing prescribed in the Village's Drug Free work place policy additional testing will be conducted and as required by applicable state or federal laws, rules, or regulations.

Section 3.) Post Accident Testing: If an employee is involved in an accident in which the employee was driving, and any one of the following occurs: an individual dies, an individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident or the driver is determined to be at fault for the accident by a law enforcement agency.

Section 4.) Random Testing: Testing employees for alcohol and controlled or illicit drugs shall be performed. Random selection of employees will be made by a random selection software program. Employees selected for random testing shall be tested on the day the employee is selected on duty. If off duty, the employee shall be tested on the employee's next shift. The Village shall test at least 50% of the employees on an annual basis for drug testing and at least 25% of the employees on an annual basis for alcohol testing.

Section 5.) The Village reserves the right to test for any other drug deemed to be illegal by any federal, state, or local law or regulation at levels provided for by applicable law.

ARTICLE 50 MEDICAL EXAMINATIONS

Section 1. Medical Examinations

A). Both parties recognize the fact that firefighting is a strenuous and dangerous profession; and both parties have a vested interest in assuring that personnel in this profession are performing at peak performance. Therefore, in the spirit of cooperation the Village and the Union agree to abide by the Department's Medical Examination Policy, #1001.00, dated May 13, 2008, which may be amended from time to time, by agreement between the Fire Chief and the Union President insofar as such policy applies to bargaining unit employees, until such time that both parties have had the opportunity to fully explore and develop new medical examination standards.

B). All employees may be required to submit to a drug test during their examination.

C). All combat personnel shall take annual medical examinations with the vendor of choice by the Fire Department. The Fire Rescue Administrative Staff will coordinate the medical exams with the employees, and the vendor. Employees will complete their medical examination on their own time. Failure to complete the medical examination during the selected period may result in the employee being placed on unpaid administrative leave, unless prior authorization has been granted by the Fire Rescue Administrator, until such time as the process is complete.

D). Any employee who cannot perform the essential functions of their position, in the opinion of the Fire Department Physician, shall not be permitted to engage in fire suppression until the requirements are met. Any employee who disagrees with the results or recommendations of a medical examination conducted by the Fire Department Physician shall be entitled to seek a second opinion from a qualified physician of their choice at the employee's expense. If there is a disagreement between the Fire Department Physician and the employee's physician, a third physician agreeable to both the FD Physician and the employee shall be consulted for a final determination. The cost of a third party physician shall be split between the employee and Fire-Rescue. The decision made by these physicians shall be binding upon both parties and neither party shall have the right to have this decision grieved or arbitrated.

E). All employees shall receive, and be required to pass a medical examination prior to being reassigned to emergency duties after any absences greater than six (6) months.

F). Employees may be required to pass a medical examination prior to being reassigned to emergency duties after any medical procedure, such as a surgical

procedure and/or broken bones, etc, or a medical absence that created an absence from active duty on the job greater than one (1) month.

SIGNATURE PAGE

April IN WITNESS WHEREOF, the parties have executed this Agreement this 21 day of April, 20150.

Village of Tequesta

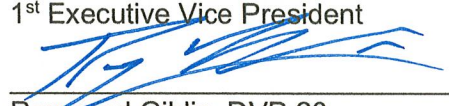
Michael Couzzo
Village Manager

James Weinand
Fire Chief

**PROFESSIONAL FIRE FIGHTERS OF
PALM BEACH COUNTY, LOCAL 2928, IAFF**



Charles Lupo
1st Executive Vice President



Raymond Giblin, DVP 20
Negotiating Team Member

Ratified by the Village of Tequesta
on the ____ day of _____, 20150

Confirmed by:

Ratified by the Union
on the 19 day of June, 20150.

Confirmed by:



ATTACHMENT A-1

Fire Rescue 12 Step Career Development Matrix Effective October 1, 2015

Step	Firefighter I	Firefighter II	Firefighter III	Rescue Officer	Rescue Officer I	Rescue Officer II
1	\$44,084	\$46,288	\$48,602	\$57,684	\$60,568	\$63,597
2	\$45,607	\$47,887	\$50,281	\$59,205	\$62,165	\$65,274
3	\$47,130	\$49,486	\$51,960	\$60,726	\$63,762	\$66,951
4	\$48,653	\$51,085	\$53,639	\$62,247	\$65,359	\$68,627
5	\$50,176	\$52,684	\$55,319	\$63,768	\$66,957	\$70,304
6	\$51,699	\$54,283	\$56,998	\$65,289	\$68,554	\$71,981
7	\$53,222	\$55,883	\$58,677	\$66,810	\$70,151	\$73,658
8	\$54,745	\$57,482	\$60,356	\$68,331	\$71,748	\$75,335
9	\$56,268	\$59,081	\$62,035	\$69,852	\$73,345	\$77,012
10	\$57,791	\$60,680	\$63,714	\$71,373	\$74,942	\$78,689
11	\$59,314	\$62,279	\$65,393	\$72,894	\$76,539	\$80,366
12	\$60,836	\$63,878	\$67,072	\$74,412	\$78,132	\$82,039

Incentives

Paramedic	13%		
Diver	Base Plus	\$1,300.00	
Inspector	Base Plus	\$1,300.00	
A.S. Degree	Base Plus	\$600.00	Reimbursed by State
B.S. Degree	Base Plus	\$1,320.00	Reimbursed by State

ATTACHMENT A-2

Fire Rescue 12 Step Career Development Matrix Effective October 1, 2016

Step	Firefighter I	Firefighter II	Firefighter III	Rescue Officer	Rescue Officer I	Rescue Officer II
1	\$44,965	\$47,213	\$49,574	\$58,838	\$61,780	\$64,869
2	\$46,519	\$48,845	\$51,287	\$60,389	\$63,408	\$66,579
3	\$48,072	\$50,476	\$52,999	\$61,940	\$65,037	\$68,289
4	\$49,625	\$52,107	\$54,712	\$63,491	\$66,666	\$69,999
5	\$51,179	\$53,738	\$56,425	\$65,042	\$68,294	\$71,709
6	\$52,732	\$55,369	\$58,137	\$66,593	\$69,923	\$73,419
7	\$54,286	\$57,000	\$59,850	\$68,144	\$71,552	\$75,129
8	\$55,839	\$58,631	\$61,563	\$69,696	\$73,180	\$76,839
9	\$57,392	\$60,262	\$63,275	\$71,247	\$74,809	\$78,549
10	\$58,946	\$61,893	\$64,988	\$72,798	\$76,438	\$80,260
11	\$60,499	\$63,524	\$66,700	\$74,349	\$78,066	\$81,970
12	\$62,053	\$65,155	\$68,413	\$75,900	\$79,695	\$83,680

Incentives

Paramedic	13%		
Diver	Base Plus	\$1,300.00	
Inspector	Base Plus	\$1,300.00	
A.S. Degree	Base Plus	\$600.00	Reimbursed by State
B.S. Degree	Base Plus	\$1,320.00	Reimbursed by State

ATTACHMENT A-3

Fire Rescue 12 Step Career Development Matrix Effective October 1, 2017

Step	Firefighter I	Firefighter II	Firefighter III	Rescue Officer	Rescue Officer I	Rescue Officer II
1	\$45,865	\$48,158	\$50,566	\$60,015	\$63,015	\$66,166
2	\$47,449	\$49,821	\$52,313	\$61,597	\$64,677	\$67,910
3	\$49,033	\$51,485	\$54,059	\$63,179	\$66,338	\$69,655
4	\$50,618	\$53,149	\$55,806	\$64,761	\$67,999	\$71,399
5	\$52,202	\$54,813	\$57,553	\$66,343	\$69,660	\$73,143
6	\$53,787	\$56,476	\$59,300	\$67,925	\$71,321	\$74,888
7	\$55,371	\$58,140	\$61,047	\$69,507	\$72,983	\$76,632
8	\$56,956	\$59,804	\$62,794	\$71,089	\$74,644	\$78,376
9	\$58,540	\$61,467	\$64,541	\$72,672	\$76,305	\$80,120
10	\$60,125	\$63,131	\$66,288	\$74,254	\$77,966	\$81,865
11	\$61,709	\$64,795	\$68,034	\$75,836	\$79,628	\$83,609
12	\$63,294	\$66,458	\$69,781	\$77,418	\$81,289	\$85,353

Incentives

Paramedic	13%		
Diver	Base Plus	\$1,300.00	
Inspector	Base Plus	\$1,300.00	
A.S. Degree	Base Plus	\$600.00	Reimbursed by State
B.S. Degree	Base Plus	\$1,320.00	Reimbursed by State

Attachment A

Effective October 1, 2010

Fire Rescue 12 Step Career Development Matrix (No Step Movements for FY2010/11)

Step	Firefighter I	Firefighter II	Firefighter III	Rescue Officer	Rescue Officer I	Rescue Officer II
1	43,647	45,829	48,121	57,113	59,969	62,967
2	45,155	47,413	49,783	58,619	61,550	64,627
3	46,663	48,996	51,446	60,124	63,130	66,287
4	48,171	50,579	53,108	61,630	64,711	67,947
5	49,679	52,162	54,771	63,136	66,292	69,607
6	51,186	53,746	56,433	64,641	67,873	71,267
7	52,694	55,329	58,095	66,147	69,454	72,927
8	54,202	56,912	59,758	67,652	71,035	74,587
9	55,710	58,495	61,420	69,158	72,616	76,247
10	57,218	60,079	63,083	70,664	74,197	77,907
11	58,726	61,662	64,745	72,169	75,778	79,567
12	60,234	63,245	66,408	73,675	77,359	81,227
Annual Incentives						
Paramedic	12%					
Inspector	Base Plus	1,300				
A.S. Degree	Base Plus	—600 Reimbursed by the State				
B.S. Degree	Base Plus	1,320 Reimbursed by the State				
Diver	Base Plus	1,000				

