

MEMORANDUM OF UNDERSTANDING
Promotional Testing

BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "the County") AND LOCAL 3101 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter "the Union"), entered into on June 8, 2020

With reference to the Collective Bargaining Agreement ("CBA") between the County and the Union, the County and the Union understand and mutually agree as follows:

- Article 8.2 will have language added in the contract that states "Time served as provisional does not count towards the Time in Grade calculation unless a provisional promotion becomes permanent, without a break in time in promoted rank."
- Article 8.6 will be added to the contract with language that states "Provisional personnel that are required to revert to their previous rank will return to their previous assignment and will do so without loss of TIG seniority of that previous rank. Other employee(s) affected by the reversion will return to their previous assignment, if applicable. In cases involving provisional positions (i.e. military leave), the bid process may be temporarily suspended, for the vacancy created by the Provisionally Promoted employee(s), for the period of time the provisional position is in effect to reduce the need to undo transfers made due to the provisional position."
- Article 11.4 will have language added in the contract that states "Applicants placed on the list at a later date due to extended active duty, as defined under Florida's Veteran's Preference Statue 295.09, will not affect the original posting and final placement date of the list. All applicants will serve a full probationary period as required by 11.6."
- Article 11.5 will have language added in the contract that states "An employee receiving a Provisional promotion will fulfill the position of the rank for which they were Provisionally promoted until such time the promotion becomes permanent or they revert to their previous rank." Article 11.5 (A) will have language added in the contract that states "For the purpose of extended active duty, as defined under Florida's Veteran's Preference Statue 295.09, length of service points will be calculated up to the date of the original exam."
- Article 11.6 will have language added in the contract that states "A Provisionally promoted Employee shall serve a probationary period of six (6) months. If a Provisionally promoted Employee reverts to their previous rank, no time served as probationary status will carry over to the next promotion."
- Article 11.10 will have language added in the contract that states "Any additional exam(s) to be administered for the same promotional list due to extended active duty, as defined under Florida's Veteran's preference Statue 295.09, shall use the same protest committee that was used for the original protest hearing."


The parties agree that this Memorandum of Understanding shall be in effect until updated or changed in the Collective Bargaining Agreement. The County and the Union accept the above-stated interpretation as mutually agreeable. IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed with their respective names by their respective representatives thereon to duly authorize.

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS



Michael Mullin, County Manager

Date: _____



INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, Local 3101



Darron Ayscue, President

Date: _____

