

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE

LEHIGH ACRES FIRE CONTROL & RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS

AND

LOCAL #1826 – DISTRICT 6

OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018

FIRE DISTRICT TA'd PROPOSAL #10: 9-25-15

***Proposed Articles 7, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 29, 31, 34/33, 38/37, 39/38 and 40/39 of this District/Employer Proposal Number 10 dated 9-25-15 are being submitted as a package proposal. No individual Article contained in this package may be considered TA'd for purposes of a ratification vote. All Articles contained in this package proposal must be agreed to, signed and dated by both parties during a properly noticed bargaining session while on the record in order for a TA to exist for purposes of a ratification vote. Unless and until a TA of the entire package proposal is reached, signed and dated by both parties during a properly noticed bargaining session while on the record, the District reserves the right to add, modify or remove any or all of the proposed Articles contained in the package. All negotiations shall occur at a properly noticed bargaining session and must be recorded.

TABLE OF CONTENTS

(To be updated)

ARTICLE		PAGE
ARTICLE 1	PREAMBLE	3
ARTICLE 2	RECOGNITION	4
ARTICLE 3	DISCRIMINATION	5
ARTICLE 4	PAYROLL DEDUCTION	6
ARTICLE 5	PREVAILING RIGHTS	8
ARTICLE 6	EMPLOYEE LIABILITY	9
ARTICLE 7	WAGES	10
ARTICLE 8	OVERTIME PAY	15
ARTICLE 9	HOURS OF WORK	16
ARTICLE 10	CALL BACK PAY	17
ARTICLE 11	MANAGEMENT & EMPLOYEE RIGHTS	18
ARTICLE 12	ANNIVERSARY DATE	19
ARTICLE 13	PERSONNEL REDUCTIONS	20
ARTICLE 14	PROMOTIONS	21
ARTICLE 15	VACATION	25
ARTICLE 16	SHIFT EXCHANGES	28
ARTICLE 17	SICK LEAVE	29
ARTICLE 18	WORK RELATED INJURY	32
ARTICLE 19	ADMINISTRATIVE LEAVE	34
ARTICLE 20	HOLIDAYS	36
ARTICLE 21	INSURANCE	37
ARTICLE 22	CLOTHING ALLOWANCE	39
ARTICLE 23	EDUCATION	42
ARTICLE 24	GRIEVANCE & ARBITRATION PROCEDURES	45
ARTICLE 25	STATION FACILITIES	51
ARTICLE 26	PAYDAY SCHEDULE	52
ARTICLE 27	HOUSEKEEPING DUTIES	53
ARTICLE 28	INVALIDATION	54
ARTICLE 29	POSITION DEFINITIONS	55
ARTICLE 30	RESIDENCY	57
ARTICLE 31	TRANSPORTATION	58
ARTICLE 32	UNION BUSINESS	59
ARTICLE 33	DURATION OF AGREEMENT	60
ARTICLE 34	ANNUAL PHYSICAL & DRUG/ALCOHOL TESTING	61
ARTICLE 35	WORKING HIGHER CLASSIFICATION/MOVE-UP	62
ARTICLE 36	FAMILY MEDICAL LEAVE ACT POLICY	64
ARTICLE 37	SENIORITY	65
ARTICLE 38	PROBATION	66
ARTICLE 39	DISCIPLINE & DISCHARGE	68
ARTICLE 40	CREDENTIALING PROGRAM	69
SIGNATURES	EMPLOYER AND UNION SIGNATURES	71

ARTICLE 1

PREAMBLE

- 1.1 In accordance with Chapter 447 of Florida Statutes, this Agreement is entered into by and between the Board of Fire Commissioners of the Lehigh Acres Fire Control and Rescue District, (hereinafter referred to as the "Employer"); and The Southwest Florida Professional Firefighters and Paramedics, Local #1826, (hereinafter referred to as the "Union"). It is the purpose of this agreement to promote harmonious relations between the Employer and the Union; to foster safety in the work place; to provide for equitable and prompt peaceful adjustment of differences which may arise, concerning the interpretation or application of this Agreement; and to establish rates of pay, hours of work, and other terms and conditions of employment.
- 1.2 This Agreement is intended to promote the best interest of the public, employer and employees by providing the highest level of pre-hospital medical care and fire service to the community. **END.**

No Changes/TA'd Proposal #1:3/25/15

ARTICLE 2

RECOGNITION

- 2.1 The Union recognizes the Board of Fire Commissioners as the elected representative of the property owners and citizens of the Lehigh Acres Fire Control and Rescue District, and as the legally constituted authority responsible for the operation of the District.
- 2.2 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, terms and conditions of employment for those employees included in the bargaining unit in PERC certification number 391 issued March 6, 1978, in Case No. RA78001, Case No. MS-4-008 (UC) and subsequent amendments and proceedings pertinent thereto, including a certification order for Local 1826 entered September 28, 1987 in Case No. RA-87-005.
- 2.3 As used herein, the terms "Board", "District", "Department", and "Chief" refer to the Employer as defined in paragraph 1 of this article. The term "Chief" shall also mean Chief's designee(s) and management personnel such as Deputy, Division, and Assistant Chiefs.
- 2.4 The masculine shall also include the feminine.
- 2.5 "Board" shall always mean the Board of Commissioners of the Lehigh Acres Fire Control and Rescue District. **END.**

TA'd Proposal #1:3/25/15

ARTICLE 3

DISCRIMINATION

- 3.1 The Employer and the Union agree that they shall not discriminate against any employee because of race, religion, creed, color, sex, age, marital status, disability, pregnancy, sexual orientation, or national origin. Pursuant to Section 447.301, Florida Statutes, an employee shall not be discriminated against for participating in protected activities in behalf of, or membership in the Union. Employees shall also not be discriminated against for exercising their right to refrain from engaging in such activities. **END.**

No Changes/TA'd Proposal #1:3/25/15


District


Union

ARTICLE 4

PAYROLL DEDUCTION

- 4.1 The Employer agrees to deduct from each paycheck, dues, in the amount specified to be current by the treasurer of the Union, from the pay of those members of the bargaining unit who individually request, in writing, that said deductions be made. Such deductions shall be remitted each month by the Employer to the treasurer of the Union, which shall include a list of the names of the employees who have either commenced or stopped dues deductions from their check for that month.
- 4.2 Any authorization for the deduction of dues may be canceled by any employee upon thirty (30) days written notice to the Employer and to the Union.
- 4.3 The Employer agrees to payroll deductions of union dues, one (1) credit union payment and three (3) additional deductions as listed below:

1. Nationwide Retirement Solutions
2. ~~Reserved ***Deleted Aflac***~~
3. Reserved

Changes to this list shall be mutually agreed by both parties. Individual participants may change their deduction amount twice annually and said change will be effective the first payday in April and October respectively. Change requests shall be submitted at least ten (10) business days prior to the effective pay period. The Employer shall not be responsible for the administration of any such program or any of its activities and is not responsible to determine whether such deductions meet the requirements of the internal revenue code. Changes in deductions for the deferred compensation plan other than specified above may be approved by mutual consent of both parties.

- 4.4 In months when there are three (3) paydays, deductions will be made as required by the plan administrator, i.e., union dues: 1st and 2nd payday only, ~~Aflac and~~ Nationwide Retirement Solutions: all paydays.
- 4.5 In the event that an employee is responsible to re-compensate the District for overpayment (to include but not limited to: overtime, educational pay, longevity, or any other employer-paid wage and/or benefit, etc.), the amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays.
- 4.6 An employee is responsible for the damage or loss of property or equipment due to misconduct or misuse of the equipment on the part of the employee. An employee may be required to pay for equipment or property that is lost or damaged. The amount to be paid may not exceed the value of the item. If the damage or loss involves an insurance claim, the employee will only be responsible for the amount of the current insurance deductible (up to \$500.00 or whichever is less). The District is responsible to provide the employee a receipt,

upon request, showing the cost of replacement or the reasonable cost to repair the property or equipment. If the employee is charged, the item must either be replaced or repaired. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays. The Chief, or his designee, will make the determination regarding the appropriate level of employee fiscal responsibility. **END.**

TA'd Proposal #1:3/25/15

SW
District

MSP
Union

ARTICLE 5

PREVAILING RIGHTS

- 5.1 All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in force, unchanged and unaffected in any manner, during the term of the agreement; provided, the Employer shall not be precluded from adopting and revising reasonable work rules, with advance notice to and an opportunity for input from the Union. **END.**

No Changes/TA'd Proposal #1:3/25/15

ARTICLE 6

EMPLOYEE LIABILITY

- 6.1 The liability of the Employer to defend employees of the District against any action arising from the employee's performance, or failure of performance of duties, as an employee, shall be in accordance with the provisions of Florida Statute 768.28 in effect at the time of the occurrence of the incident. **END.**

No Changes/TA'd Proposal #1:3/25/15

JD
District

MJP
Union

ARTICLE 7

WAGES

- 7.1 The step pay plan is a five (5) step system from top to bottom in each position. The employee shall begin at step 1 of each position and progress to the next step on their anniversary date. Firefighters shall progress to the next step on the anniversary date of their hire. After any promotion the employee shall progress to the next step on the anniversary date of their promotion. The positions do not overlap. For example: When a promotion arises in an engineer position the employee being promoted shall be moved to step 1- engineer. When a promotion arises in a lieutenant position the employee being promoted shall be moved to step 1- lieutenant. All step pay increases shall begin the next pay period after the step increase. Effective October 1, 2010 ~~2015~~ and continuing through September 30, ~~2015~~ 2017, no employee shall advance in the step pay plan as provided herein. The District and the Union acknowledge the fact that the Step Plan has been frozen at the effective October 1, 2010 steps between October 1, 2010 ~~2015~~, and September 30, ~~2015~~ 2017, the parties agree to negotiate in good faith on any adjustment to the employer-paid step, pay, and/or wage incentives/increase for the time period commencing October 1, 2018. The parties acknowledge that a five (5%) percent reduction in wages was previously implemented in October of 2010, and this reduction in wages is reflected in the step plans provided herein.

Firefighter base step plan starting with probationary FF step 1

56-hour:

Step 1 - \$14.687 per hour (\$40,477.372 per year)

Step 2 - \$15.315 per hour (\$42,208.140 per year)

Step 3 - \$15.942 per hour (\$43,936.152 per year)

Step 4 - \$16.569 per hour (\$45,664.164 per year)

Step 5 - \$17.196 per hour (\$47,392.176 per year)

48-hour:

Step 1 - \$16.217 per hour (\$40,478.759 per year)

Step 2 - \$16.910 per hour (\$42,204.985 per year)

Step 3 - \$17.603 per hour (\$43,933.961 per year)

Step 4 - \$18.295 per hour (\$45,662.197 per year)

Step 5 - \$18.987 per hour (\$47,390.807 per year)

Mechanic base step plan starting with probationary step 1

Step 1 - \$21.575 per hour (\$44,876.000 per year)

Step 2 - \$23.246 per hour (\$48,351.680 per year)

Step 3 - \$24.914 per hour (\$51,821.120 per year)

Step 4 - \$26.585 per hour (\$55,296.800 per year)

Step 5 - \$28.253 per hour (\$58,766.240 per year)

PEIO base step plan starting with probationary PEIO step 1





Step 1 - \$21.575 per hour (\$44,876.000 per year)
Step 2 - \$23.246 per hour (\$48,351.680 per year)
Step 3 - \$24.914 per hour (\$51,821.120 per year)
Step 4 - \$26.585 per hour (\$55,296.800 per year)
Step 5 - \$28.253 per hour (\$58,766.240 per year)

Engineer base step plan starting with probationary Eng step 1

56-hour:

Step 1 - \$17.740 per hour (\$48,891.440 per year)
Step 2 - \$18.635 per hour (\$51,358.060 per year)
Step 3 - \$19.531 per hour (\$53,827.436 per year)
Step 4 - \$20.425 per hour (\$56,291.300 per year)
Step 5 - \$21.337 per hour (\$58,804.772 per year)

48-hour:

Step 1 - \$19.588 per hour (\$48,889.404 per year)
Step 2 - \$20.576 per hour (\$51,355.452 per year)
Step 3 - \$21.565 per hour (\$53,823.865 per year)
Step 4 - \$22.553 per hour (\$56,292.288 per year)
Step 5 - \$23,560 per hour (\$58,803.385 per year)

Firefighter/Paramedic Field Trainer starting with probationary step 1

56-hour:

Step 1 - \$17.740 per hour (\$48,891.440 per year)
Step 2 - \$18.635 per hour (\$51,358.060 per year)
Step 3 - \$19.531 per hour (\$53,827.436 per year)
Step 4 - \$20.425 per hour (\$56,291.300 per year)
Step 5 - \$21.337 per hour (\$58,804.772 per year)

48-hour:

Step 1 - \$19.588 per hour (\$48,889.404 per year)
Step 2 - \$20.576 per hour (\$51,355.452 per year)
Step 3 - \$21.565 per hour (\$53,823.865 per year)
Step 4 - \$22.553 per hour (\$56,292.288 per year)
Step 5 - \$23,560 per hour (\$58,803.385 per year)

Civilian Inspector base step plan starting with probationary Civilian Inspector step 1

Step 1 - \$21.575 per hour (\$44,876.000 per year)
Step 2 - \$23.246 per hour (\$48,351.680 per year)
Step 3 - \$24.914 per hour (\$51,821.120 per year)
Step 4 - \$26.585 per hour (\$55,296.800 per year)
Step 5 - \$28.253 per hour (\$58,766.240 per year)


District


Union

Inspector base step plan starting with probationary Inspector step 1

Step 1 - \$25.685 per hour (\$53,424.800 per year)
Step 2 - \$26.966 per hour (\$56,089.280 per year)
Step 3 - \$28.202 per hour (\$58,660.160 per year)
Step 4 - \$29.540 per hour (\$61,443.200 per year)
Step 5 - \$30.822 per hour (\$64,109.760 per year)

Lieutenant base pay plan starting with probationary Lieutenant Step 1

56-hour:

Step 1 - \$21.673 per hour (\$59,730.788 per year)
Step 2 - \$22.574 per hour (\$62,213.944 per year)
Step 3 - \$23.471 per hour (\$64,686.076 per year)
Step 4 - \$24.366 per hour (\$67,152.696 per year)
Step 5 - \$25.261 per hour (\$69,619.316 per year)

48-hour:

Step 1 - \$23.931 per hour (\$59,747.125 per year)
Step 2 - \$24.926 per hour (\$62,213.173 per year)
Step 3 - \$25.916 per hour (\$64,683.961 per year)
Step 4 - \$26.904 per hour (\$67,150.009 per year)
Step 5 - \$27.892 per hour (\$69,616.057 per year)

7.2

If an employee meets the requirements to perform the duties of an absent employee in a higher classification, on a temporary basis, the employee will be allowed to "move-up" ~~but shall not be entitled to any move-up pay.~~ and shall receive a temporary increase for each hour worked according to the position as listed below:

Engineer - \$1.00 per hour
Lieutenant - \$2.00 per hour
Battalion Chief - \$3.00 per hour

7.3

Longevity shall be paid to each employee according to the following schedule beginning on their 5th anniversary with the department. Longevity pay will begin the next pay period after the anniversary occurs.

Shift employee longevity schedule

56-hour:

- 5 years - \$0.245 per hour or \$675.220 per year
- 10 years - \$0.491 per hour or \$1,353.196 per year
- 15 years - \$0.736 per hour or \$2,028.416 per year
- 20 years - \$0.982 per hour or \$2,706.392 per year
- 25 years - \$1.472 per hour or \$4,056.832 per year

48-hour:

- 5 years - \$0.271 per hour or \$676.00 per year
- 10 years - \$0.542 per hour or \$1,353.00 per year
- 15 years - \$0.813 per hour or \$2,029.00 per year
- 20 years - \$1.084 per hour or \$2,706.00 per year
- 25 years - \$1.625 per hour or \$4,056.00 per year

Non-shift employee longevity schedule

- 5 years - \$0.338 per hour or \$703.04 per year
- 10 years - \$0.676 per hour or \$ 1,407.00 per year
- 15 years - \$1.015 per hour or \$2,110.50 per year
- 20 years - \$1.353 per hour or \$2,814.00 per year
- 25 years - \$2.029 per hour or \$4,221.00 per year

Employees who became entitled to longevity pay in accordance with this Article, prior to October 1, 2010, shall continue to receive the incentive during the term of this agreement. There shall be no new entitlements of longevity for any employee between October 1, 2010 and September 30, 2016.

7.4

Pay for Florida State Emergency Medical Technician (EMT) and Florida State Paramedic is listed below:

56-hour:

- EMT pay shall be available to employees that are Florida State certified Emergency Medical Technicians or Florida State certified Paramedics that are not credentialed. This pay shall be afforded to only shift employees that are eligible to staff BLS/ALS apparatus. This pay will not be in addition to Paramedic pay. The EMT pay shall be \$3,000 per year or ~~\$1,202~~ 1.089 per hour. Employees that are assigned to an ALS ambulance shall receive a temporary increase for each hour worked of \$1.00 per hour.
- Paramedic pay shall be available to employees that meet the criteria, complete the department credentialing process, and are approved by the medical director to function as a paramedic. This employee shall fill the rank/classification of Engineer or Lieutenant. This pay shall be afforded only to shift employees that are eligible to staff BLS/ALS apparatus. The paramedic pay shall be \$8,000 per year or \$2.903 per hour. This provision will apply to employees who begin the credentialing process after September 30, 2015.
- Paramedic pay shall be available to employees that meet the criteria, complete the department credentialing process, and are approved by the medical director to function as a paramedic. This employee shall fill the rank/classification of paramedic. This pay shall be afforded only to shift employees that are eligible to staff BLS/ALS apparatus. The paramedic pay shall be \$13,000 per year or ~~\$5,209~~ 4.718 per hour.

Employees that are assigned to an ALS ambulance shall receive a temporary increase for each hour worked of \$2.00 per hour.

48-hour:

- EMT pay shall be available to employees that are Florida State certified Emergency Medical Technicians or Florida State certified Paramedics that are not credentialed. This pay shall be afforded to only shift employees that are eligible to staff BLS/ALS apparatus. This pay will not be in addition to Paramedic pay. The EMT pay shall be \$3,000 per year or \$1.202 per hour. Employees that are assigned to an ALS ambulance shall receive a temporary increase for each hour worked of \$1.00 per hour.
- Paramedic pay shall be available to employees that meet the criteria, complete the department credentialing process, and are approved by the medical director to function as a paramedic. This employee shall fill the rank/classification of Engineer or Lieutenant. This pay shall be afforded only to shift employees that are eligible to staff BLS/ALS apparatus. The paramedic pay shall be \$8,000 per year or \$3.205 per hour. This provision will apply to employees who begin the credentialing process after September 30, 2015.
- Paramedic pay shall be available to employees that meet the criteria, complete the department credentialing process, and are approved by the medical director to function as a paramedic. This employee shall fill the rank/classification of paramedic. This pay shall be afforded only to shift employees that are eligible to staff BLS/ALS apparatus. The paramedic pay shall be \$13,000 per year or \$5.209 per hour. Employees that are assigned to an ALS ambulance shall receive a temporary increase for each hour worked of \$2.00 per hour.

Employees hired on or after the effective date of this Agreement who are certified or licensed by the State of Florida as a paramedic, filling the rank/classification of paramedic, must maintain their credentialed status during their employment with the District. Failure to do so may result in termination of employment.

7.5 All employees that are credentialed as paramedics, regardless of rank, shall be subject to ambulance ride time at the department's discretion. ~~In the case of Lieutenants, this will be as a last resort to avoid shutting an ALS ambulance down; after all other measures have been taken to staff the ambulance.~~

7.6 Engineers and Lieutenants that are credentialed paramedics may be reassigned to staff an ALS ambulance, as a last resort to avoid shutting an ALS ambulance down; after all other measures have been taken to staff the ambulance. END.

~~7.6 The District and the Union acknowledge the fact that all District 6 employees will make a mandatory wage concession during the term of this Agreement. Each~~

~~employee's individual wage concession will be calculated and determined as follows:~~

- ~~1. Shift employee's hourly rate multiplied by 96 hours divided by 26 pay periods.~~
- ~~2. Non shift employee's hourly rate multiplied by 32 hours divided by 26 pay periods.~~
- ~~3. This amount will be deducted from the employee's paycheck each pay period, starting with the first pay period in July 2013 and continuing for the duration of this Agreement.~~
- ~~4. Newly hired employees will be subject to this same wage concession as well.~~

TA'd Proposal #10:9/25/15




Union

ARTICLE 8

OVERTIME PAY

- 8.1 ~~All hours worked in excess of twenty-four (24) consecutive hours or in excess of one hundred forty-four hours in a twenty-one (21) day cycle shall be considered overtime and shall be paid at one and one-half (1 ½) times the employee's current hourly rate of pay.~~

56-hour:

For shift employees, all hours worked in excess of twenty-four (24) consecutive hours or in excess of an average of one-hundred and six (106) hours in a fourteen (14) day period shall be considered overtime and shall be paid at one and one-half (1 ½) times the employee's current hourly rate of pay. Non-shift employees shall be paid at one and one-half (1 ½) times the employee's current hourly rate of pay in excess of forty (40) hours per week.

48-hour:

For shift employees, all hours worked in excess of twenty-four (24) consecutive hours or in excess of one hundred forty-four (144) hours in a twenty-one (21) day cycle shall be considered overtime and shall be paid at one and one-half (1 ½) times the employee's current hourly base rate of pay. Non-shift employees shall be paid at one and one-half (1 ½) times the employee's current hourly base rate of pay in excess of forty (40) hours per week.

56-hour:

All employees hired after the effective date of this Agreement:

For shift employees, all hours worked in excess of twenty-four (24) consecutive hours or in excess of an average of one-hundred and six (106) hours in a fourteen (14) day period shall be considered overtime and shall be paid at one and one-half (1 ½) times the employee's current hourly rate of pay. Non-shift employees shall be paid at one and one-half (1 ½) times the employee's current hourly rate of pay in excess of forty (40) hours per week.

- 8.2 The Employer reserves the right to determine proper manning to include each respective job grade.

- 8.3 Overtime will be offered respective grade by respective grade. Overtime will begin October 1st of each year with all eligible employees ranked grade by grade and by seniority (in the department) in a card file to be kept by Station 102 Battalion Chief to determine the order overtime is offered. The Battalion Chief on duty will be responsible for scheduling and updating the overtime list with the approval and under the supervision of the Chief of the Department, or his designee. ~~duty Chief~~. No employees during the initial six (6) months of employment will be scheduled for overtime. After the initial six (6) months, the employee's name will be inserted into the card file by grade and by seniority. A telephone number provided by the employee shall be the primary means of contact for overtime. All employees are eligible for local emergency callback.

- 8.4 Non-shift employees will receive one and one-half (1 ½) times their current hourly rate of pay in excess of forty (40) hours per week. ~~or~~ At the employee's option, in lieu of monetary overtime compensation, shift and non-shift employees may receive compensatory time (comp time) off at a rate of not less than one and one-half (1 ½) hours of compensatory time for each hour of overtime worked. Compensatory time off will be granted in the sole discretion of the Chief of the Department, or his designee. Compensatory time off will be permitted based upon the staffing needs of the District.
- 8.5 Hours paid for vacation, sick leave, jury duty and death leave shall count towards hours worked for the purpose of calculating overtime.
- 8.6 If all employees in the same job grade refuse overtime, the Employer shall move through the next highest pay grades in sequence in an attempt to fill the available overtime. If no one outside the original pay grade can be found to accept the overtime, then the first employee in the original pay grade that can be contacted shall be ordered into work. If no one in the original pay grade can be found to be ordered in, the Employer shall move through the next highest pay grades in sequence until someone can be found to be ordered in.
- 8.7 During times of out of district mutual aid overtime and in cases of extreme or pending emergency (i.e., hurricane, flood, riot, or other similar situations) ~~the Employer determines grade and/or manpower for out of district mutual aid overtime. In this instance only,~~ the overtime list does not apply.
- 8.8 When emergency leave is granted during a tour of duty, the duty Battalion Chief ~~or his designee~~ may either call in a replacement or operate at reduced manning strength during the balance of the shift, with the approval and under the supervision of the Chief of the Department, or his designee. **END.**

TA'd Proposal #10:9/25/15

ARTICLE 9

HOURS OF WORK

9.1

~~A normal working tour shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty with the average work week of forty-eight (48) hours computed over a twenty-one (21) day cycle. In order to have an average work week of forty-eight (48) hours, the seventh (7th) shift in the twenty-one (21) day cycle shall be a twenty-four (24) hour work shift scheduled off (Kelly day). The starting time for shift changes is 0800 hours unless changed by the Chief. Such change shall not exceed one (1) hour earlier or later than 0800 hours. A twenty-one (21) day notice will be given prior to any such change. The first day of a twenty-one (21) day or less work cycle begins the first (1st) day after the first (1st) Kelly day.~~

56-hour:

Effective October 1, 2015 – March 31, 2017 (current employees):

A normal working tour shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty with the normal work week consisting of an average of fifty-six (56) hours per week. The work period will consist of fourteen (14) days and the pay period will consist of the same fourteen (14) days. The actual scheduled hours during the fourteen (14) day period will be either ninety-six (96) or one-hundred and twenty (120) hours. In order to have an average work week of fifty-six (56) hours, the actual scheduled hours during the fourteen (14) day period will be averaged to equal 112 hours. The rate of one and one-half (1 ½) times the employee's current hourly rate of pay will be paid when hours worked exceed an average of one-hundred and six (106) hours in a fourteen (14) day period. The starting time for shift change is 0800 hours unless changed by the Chief of the Department, or his designee. Such change shall not exceed one (1) hour earlier or later than 0800 hours. A fourteen (14) day notice will be given prior to any such change.

48-hour:

Effective April 1, 2017 – September 30, 2018 (current employees):

A normal working tour shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty with the normal work week of forty-eight (48) hours computed over a twenty-one (21)-day cycle. In order to have an average work week of forty-eight (48) hours, the seventh (7th) shift in the twenty-one (21)-day cycle shall be a twenty-four (24)-hour work tour scheduled off (Kelly day). The starting time for shift change is 0800 hours unless changed by the Chief of the Department, or his designee. Such change shall not exceed one (1) hour earlier or later than 0800 hours. A twenty-one (21)-day notice will be given prior to any such change. The first day of a twenty-one (21)-day or less work cycle begins the first (1st) day after the first (1st) Kelly day.

56-hour:

All employees hired after the effective date of this Agreement:

A normal working tour shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty with the normal work week consisting of an average of

fifty-six (56) hours per week. The work period will consist of fourteen (14) days and the pay period will consist of the same fourteen (14) days. The actual scheduled hours during the fourteen (14) day period will be either ninety-six (96) or one-hundred and twenty (120) hours. In order to have an average work week of fifty-six (56) hours, the actual scheduled hours during the fourteen (14) day period will be averaged to equal 112 hours. The rate of one and one-half (1 ½) times the employee's current hourly rate of pay will be paid when hours worked exceed an average of one-hundred and six (106) hours in a fourteen (14) day period. The starting time for shift change is 0800 hours unless changed by the Chief of the Department, or his designee. Such change shall not exceed one (1) hour earlier or later than 0800 hours. A fourteen (14) day notice will be given prior to any such change.

- 9.2 All new hires shall be subjected to an orientation program established by the Chief of the Department, or his designee. This program shall consist of two (2) forty (40) hour orientation workweeks prior to the employee being assigned to duty. This program may be modified to meet the needs of the Department (increase or decrease in required hours) as determined by the Chief of the Department, or his designee.
- 9.3 Non-shift employees shall work forty (40) hours per week, with the scheduling of hours and days (Monday-Friday - Saturday) to be determined by the Chief of the Department, or his designee, and have an unpaid hour off for lunch. Non-shift employees who work through their allotted fifteen (15) minute breaks shall be eligible to leave thirty (30) minutes early.
- 9.4 Any employee attending extended mandatory education for minimum standards fire school shall receive his full pay and benefits while attending minimum standards fire school.
- 9.5 Shift employees shall not work more than forty-eight (48) consecutive hours. This is to include overtime, and ordered-in overtime. This does not include mutuals, out-of-town emergencies, and natural disasters.
- 9.6 Employees are expected to be at their respective work location at the designated time. If an employee fails to report to work at the designated time, an attempt will be made to contact them. If the employee still fails to report to work after an attempt is made to contact them, the first offense will result in a written reprimand. The second offense will result in a twelve (12) hour suspension without pay. The third offense will result in administrative action up to and including discharge. Any employee not at their respective work location by the scheduled starting time (without authorized leave) will be considered A.W.O.L.
- 9.7 Employees are expected to be at their respective work location at the designated time. If an employee fails to report to work at the designated time, an attempt will be made to contact them. If the employee reports to work after an attempt is made to contact them, the first offense will result in an oral reprimand. The second offense will result in a written reprimand. The third offense will result in a

twelve (12) hour suspension without pay. The forth offense will result in administrative action up to and including discharge. Any employee not at their respective work location by the scheduled starting time (without authorized leave) will be considered A.W.O.L.

9.8

If at any time during the term of this Agreement the Fire District, through either final Board action and/or voter referendum, reverts to an Ad-valorem taxing methodology as a revenue source, all shift employee hours of work will revert to a fifty-six (56) hour workweek as a result. This reversion shall commence during the first full work period immediately following the final Board action and/or voter referendum. All other provisions of a fifty-six (56) hour workweek throughout this Agreement will then revert and/or apply, including but not limited to, Article 7 and Article 8.

9.9

If at any time during the term of this Agreement the Florida Personal Income Growth Rate is less than two and one-half (2.5%) percent, then all shift employee hours of work will revert to a fifty-six (56) hour workweek as a result. This reversion shall commence during the first full work period immediately following confirmation of the Florida Personal Income Growth Rate. All other provisions of a fifty-six (56) hour workweek throughout this Agreement will then revert and/or apply, including but not limited to, Article 7 and Article 8. END.

TA'd Proposal #10:9/25/15

ARTICLE 10

CALLBACK PAY

- 10.1 Emergency duty shall be defined as time when employees who are off duty are ordered to report for duty because of incidents that are of such magnitude that manpower requirements are greater than that of the shift on duty; for example, large brush fires, structure fires, fire watch, hurricanes and other natural disasters. Emergency duty shall be ordered by the Chief of the Department, or his designee.
- 10.2 Callback for all employees who are called back to work while off tour by the Chief of the Department, or his designee, in accordance with 10.1 shall be paid at one and one-half (1 ½) times the employee's current hourly rate of pay for hours worked. The minimum compensation for callback duty shall be two (2) hours.
- 10.3 In cases of extreme or pending emergency, such as hurricane, flood, riot, or other similar situations, the Chief of the Department, or his designee, may waive the established call in procedures outlined in Article ~~8.2, and 8.5~~ 8. **END.**

TA'd Proposal #1:3/25/15

ARTICLE 11

MANAGEMENT AND EMPLOYEE RIGHTS

- 11.1 Management rights as provided by law are hereby preserved.
- 11.2 The Board hereby retains and reserves to itself and other administrative personnel of the District, without limitation, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and vested in them by the Constitution and the laws and regulations of the United States and of the State of Florida, and the policies of the Lehigh Acres Fire Control and Rescue District, according to the rights set forth by Chapter 447 of the Florida Statutes.
- 11.3 Employee rights as provided by local, state and federal law are hereby preserved, including firefighters' rights as defined in Chapter 112, Part 8, Florida Statutes.
END.

No Changes/TA'd Proposal #1:3/25/15





ARTICLE 12

ANNIVERSARY DATE

- 12.1 The anniversary date of an employee shall be the first day of full time employment after one (1) year of full employment, and the same date of each year of continuous employment thereafter. An employee's anniversary date shall not be affected by promotions, shift changes, or absence on approved leave up to three (3) months. For approved leave of absence over three (3) months, the employee's anniversary date will be the date he or she returns to work and that same date for every year of continuous employment thereafter. **END.**

No Changes/TA'd Proposal #1:3/25/15

ARTICLE 13

PERSONNEL REDUCTIONS

- 13.1 Reduction of personnel shall be based upon Continuous Departmental Seniority. "Continuous Departmental Seniority" shall mean the most recent date of employment with the Department. Employees with the least seniority will be laid-off first with two (2) weeks prior notice. Laid-off employees with most seniority will be rehired first.
- 13.2 In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion. If employees were promoted on the same date demotions shall than be based upon Continuous Departmental Seniority. If employees were promoted on the same date and hired on the same date demotions shall be based upon the rank of the employees on the promotional exam from which they were promoted. Employees shall retain the right to return to the rank from which they were previously reduced.
- 13.3 Nothing in this Agreement will dictate which ranks/classifications the District will rehire. Nothing in this Agreement shall prohibit the District from hiring an outside applicant for any position if, in the sole discretion of the Fire Chief or other hiring authority, no "laid-off" employees possess the necessary qualifications, credentials and skills for the position(s) being rehired. No new employees shall be hired until a laid-off employee, who possesses the necessary qualifications, credentials and skills for the position being rehired, has been given the opportunity in writing to return to work. Laid-off employees shall have ten (10) calendar days to respond from date of receipt of notification mailed to the employee's last known address by certified mail with return receipt requested. Employees shall also respond by certified mail with return receipt requested. The "lay-off" list will expire after one (1) year (365 days).
- 13.4 No employee shall be recalled if the Employer has determined that said classification is filled. ~~in accordance with Article 7.2, but~~ Any employee shall be entitled to return to other open classifications he is qualified to fill.
- 13.5 Any employee who wishes to step down in grade due to personal reasons shall have the opportunity to do so, if a position is available, provided he meets the minimum job grade requirements for the job grade desired and obtains the approval of the Board Chief of the Department, or his designee.
- 13.6 Veteran's Preference – For the purposes of layoff and recall, but not for any other purpose, District seniority shall be augmented by one (1) year (365 days) for those employees who qualify under Section 295.07, Florida Statutes, as amended, for preference in employment retention. It shall be the employee's responsibility to request Veteran's Preference in writing, in a timely manner and to verify their entitlement to the Veteran's Preference. **END. TA'd Proposal #9/4/15**

ARTICLE 14

PROMOTIONS

- 14.1 It is the policy of the ~~Lehigh Acres Fire Control and Rescue~~ District to consider its own qualified employees for promotional opportunities in employment prior to considering qualified outside applicants, and to give preference for such opportunities to its own qualified employees over outside qualified applicants for those positions listed in this Article. All promotional opportunities, testing components, and weighting of the promotional process shall be posted for ten (10) calendar days prior to the closing of the opportunity to sit for the position in question. An employee wishing to apply must submit a written (approved) application to the Chief of the Department, or his designee within the above time frame to be eligible.
- 14.2 The District agrees to maintain promotional eligibility lists for Engineer and Lieutenant positions. Such eligibility lists shall list the names or identification numbers of eligible applicants. The promotional list will be maintained for one year from certification, unless a shorter period of time is agreed to by the parties.
- 14.3 Nothing in this Agreement shall prohibit the ~~Lehigh Acres Fire Control and Rescue~~ District from hiring an outside applicant for any position if, in the sole discretion of the Fire Chief or other hiring authority, no employee applicant possesses the necessary qualifications, credentials and skills for the position.
- 14.4 ~~Lehigh Acres Fire Control and Rescue~~ District Management reserves the right to design, develop, and administer all testing procedures. Prior to the posting of testing procedures, the Union DVP or his designee will be provided an overview of the test components and weighting of the promotional process for review and comment. These procedures may consist of written tests, assessment centers, candidate schools, intern programs or a mixture of these components (the contents of which have not been used in previous testing procedures). The District shall be responsible for ensuring that all aspects of the promotional process are competitive, content valid, and reflective of the position for which the process is intended to fill. The weighting of each aspect of the procedures will be determined by Management. The District shall have the exclusive authority to determine the passing scores for each component of the promotional process and determine the number of candidates that move on to the next step of the promotional process. ~~Percentage~~ Points shall be awarded to the final passing overall score total not to exceed five (5) extra points as follows:
1. 0.5% points per year as a move-up
 2. 0.5% points per year as a shift employee of the District

However, whenever a determination is made regarding groups of employees moving on to the next step in the promotional process, this will be done on the basis of score and performance without knowledge of the candidates' identity. The Lehigh Acres Fire Control and Rescue District shall post notice no less than ~~sixty (60)~~ forty-five (45) calendar days prior to the start of a promotional process.

Such notice shall include the projected dates for each portion of the process and all source materials to be utilized. Text book source materials will have the chapters and/or pages defined. This posting will also identify additional characteristics that will be considered by the Fire Chief in making selections once a rank order eligibility list is established. This posting is in addition to the time period defined in section 14.1.

14.5 All source materials listed shall be job specific as provided in the current job description. An itemized list of source materials and where source materials may be obtained shall be available through the Lehigh Acres Fire Control and Rescue District Training Bureau concurrent with the posting of the testing notice.

14.6 Applicants must make a passing score on all portions of the test to become eligible for the promotional list, as determined by the Fire Chief without regard to applicant identity. Promotion to the rank of Engineer and Lieutenant will be from the appropriate eligibility list.

A. For the positions of Lieutenant and Engineer, the Chief will utilize a strict Rule-of-3 selection process. In this process, the Chief may select any candidate who scores and is ranked amongst the top three (3) candidates. This selection will be based on both positive and negative characteristics as identified in the posting process. Once a selection is made from the top three (3) scoring candidates, the next eligible person will be taken from the remaining two (2) individuals moved into the top three (3) and the list re-ranked if applicable. and The selection process will be repeated until each of the original three (3) have been promoted. At that point, another three (3) employees will be taken from the top of the list and the process will be repeated. the eligibility list is exhausted or expires, whichever occurs first.

~~B. For the position of Lieutenant, the Chief will utilize a strict Rule of 3 selection process. In this process, the Chief may select any candidate who scores and is ranked amongst the top three (3) candidates. This selection will be based on both positive and negative characteristics as identified in the posting process. Once a selection is made from the top three (3) scoring candidates, the next eligible person will be taken from the remaining two (2) individuals and the selection process will be repeated until each of the original three (3) have been promoted. At that point, another three (3) employees will be taken from the top of the list and the process will be repeated.~~

B. Factors affecting this selection may include but are not limited to:

1. Whether the employee has been disqualified since the establishment of the list.
2. Whether the employee desires to be bypassed due to personal reasons.
3. Employees who choose to be bypassed may do this one time and still maintain their position on the promotional list. If an employee requests to be bypassed a second time, he/she will be removed from eligibility for the duration of the affected list.

ELIGIBLE POSITIONS

A. ENGINEER: The following prerequisites must be met prior to making application for the testing process:

- A minimum of three (3) years as a shift employee with Lehigh Acres Fire Control and Rescue District or two (2) years service at an approved career fire department and two (2) years as a shift employee with the Lehigh Acres Fire Control and Rescue District.
- Must possess and maintain a Florida EMT or Paramedic Certification.
- Must possess a Florida Pump Operators Certificate.
- An approved Aerial Operations course certification.
- An approved Driver/Operator course certification.
- A Drivers License applicable to current law or changes thereof.

B. LIEUTENANT: The following prerequisites must be met prior to making application for the testing process:

- A minimum of five (5) years working as a shift employee with Lehigh Acres Fire Control and Rescue District, or three (3) years service at an approved career fire department and three (3) years as a shift employee with the Lehigh Acres Fire Control and Rescue District.
- Must possess and maintain a Florida EMT or Paramedic Certification.
- Must possess Florida Certification as a Fire Officer I.
- Must currently hold the position of Engineer or if a Firefighter, have an approved Driver/Operator course certification.
- A Drivers License applicable to law or any changes thereof.
- Must have attained 20 thirty (30) college credits in Fire Science, Emergency Medical Services, or related fields from an accredited college or university. This provision will be effective after the current eligibility list (established 6-19-15) expires.
- Must obtain an approved (by Bureau of Fire Standards and Training) Associates Degree within two (2) years of promotion date. Failure to obtain degree as specified above will result in the employee being returned to their previous rank, if a position is available, provided he meets the minimum job grade requirements for the position. If the position is not available as specified above, the employer and employee may mutually agree upon another rank and classification, if applicable, provided he meets the minimum job grade requirements for the position. In the event no such agreement can

be reached, the employee shall be allowed to displace or bump an employee in the classification from which the employee was promoted to the rank of Lieutenant, with any such displaced or bumped employee then enjoying a right of automatic recall to the next vacancy from which the employee was displaced or bumped. This provision will be effective after the current eligibility list (established 6-19-15) expires.

- 14.8 Employees who have employment histories or who are involved in criminal activities (as defined below), shall be excluded from promotion for the following time periods, or the expiration of their sentence, whichever is greater, under the following guidelines.

The time frame runs from the date the employee receives official documentation from the District requesting the employee's acknowledgment of receipt of the District's notice of discipline.

Suspended or Demoted for Disciplinary Reasons	12 months
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DUI Conviction or adjudication withheld	12 months
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Pleads Nolo Contendere to Felony Charge	48 months
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Misdemeanor Conviction or adjudication withheld (related to Florida Statute 633.351(2))	48 months
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Felony Conviction or adjudication withheld	48 months
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Last Chance Agreement - during the term of the last chance agreement and six (6) months after the agreement.

Employees who are on probation for a felony charge or a misdemeanor directly related to their position shall be excluded during the term of their probation.

Upon arrest and until final resolution of a criminal charge, management has the option to delay any promotion of the individual. If charges are dropped or the individual is found not guilty, he will be promoted to the next available position, even if the promotion list has expired, and his seniority will date from when the individual would have been promoted if charges had not been filed.

14.9 TESTING

- A. Should any question be declared invalid, this shall not be cause for invalidating the test. If any question is declared invalid, that question shall be declared invalid for all persons taking the promotional test. The final score for the test shall be based on the remaining number of questions.
- B. The identity of all promotional applicants shall be concealed by the use of an identification number. Should the District fail to grade a test because of an identifying mark, other than the identification number on the test, the person

taking the test shall have the right to grieve the circumstances involved with the failure to grade the test.

- C. The District agrees to ensure a challenge process will be established prior to the administration of any promotional examination.
- D. The District agrees to provide a feedback session within a reasonable time frame following the administration of a promotional process.

~~14.10 Any employee involuntarily demoted because of reasons unrelated to performance or disciplinary actions shall retain the right to promotion to the rank from which he was reduced for a period not to exceed three (3) years. If the promotional eligibility list is exhausted, his right to reinstatement carries to the next promotional eligibility list.~~

14.10 If an employee is bypassed in the appointment process, he/she may request and be granted a meeting with the Fire Chief of the department, or his designee, to discuss the reasons for being bypassed.

14.11 Rank is defined as the position obtained by successfully completing a recognized promotional process, placement on a ranked promotional list, and acceptance of said promotion to a rank as defined in this article. No other title or position not identified as a rank may circumvent the promotional process as defined in this article. **END.**

TA'd Proposal #10:9/25/15

ARTICLE 15

VACATION

- 15.1 The Chief of the Department, or his designee, shall be responsible for the proper administration of this Article, and for establishing and maintaining an account of leave for each employee. All leave records, including accumulation and usage, shall be shown in hours.
- 15.2 Vacation credits shall be earned in accordance with the formulas and/or schedule hereinafter identified under the appropriate article.
- 15.3 In administering this Article, employees' anniversary dates shall be used only for the purpose of identifying the appropriate vacation schedule that applies to his years of continuous service.
- 15.4 Except as may be otherwise provided, vacation may not be used and/or submitted before it is earned and credited to the employee, and shall only be used with the approval of the Chief of the Department, or his designee, and shall not interfere with the operations of the Department. If the employee uses vacation before it is earned and credited to the employee, the first offense will result in a written reprimand. The second offense will result in a twelve (12) hour suspension without pay. The third offense will result in administrative action up to and including discharge. Employee disciplinary actions will be for A.W.O.L.
- 15.5 All requests for vacation must be submitted in writing on a proper leave request form. In order for vacation requests to be considered by seniority they must be submitted to the Chief of the Department, or his designee, by December 1st of each year for the following calendar year. A maximum of ninety-six (96) hours for shift employees and thirty-two (32) hours for non-shift employees (over the annual accrued hours) may be carried over from one year to the next, with all other ~~Otherwise~~, unused vacation leave is being forfeited. Employees submitting vacation requests to be considered by seniority, will only be permitted to submit the number of hours accrued by December 31st of the current year. Employees are not permitted to submit vacation requests for time that is not accrued. Vacation leave not submitted by December 1st will be approved on a first-come, first-served basis. The employee will be advised of the request disposition in writing by December 31st of that year.
- 15.6 1.) Method of earning vacation leave.
- (a) All regular full-time employees who are filling established positions shall earn vacation leave as shown in the table below.

Shift employees:

	Hours per Month	Maximum Accrued Hours per Year
From anniversary date to completion of 60th month	16 <u>8</u>	192 <u>96</u>
From 61st month to completion of 120th month	22 <u>14</u>	264 <u>168</u>
From 121st month to completion of 180th month	28 <u>20</u>	336 <u>240</u>
From 181st month to completion of 240th month	34 <u>26</u>	408 <u>312</u>
From 241st month to completion of 300 th month	40 <u>32</u>	480 <u>384</u>
From 301st month until separation	44 <u>36</u>	528 <u>432</u>

Non-shift employees:

	Hours per Month	Maximum Accrued Hours per Year
From anniversary date to completion of 60th month	10 <u>7</u>	120 <u>84</u>
From 61st month to completion of 120th month	13 <u>10</u>	156 <u>120</u>
From 121st month to completion of 180th month	17 <u>14</u>	204 <u>168</u>
From 181st month to completion of 240th month	20 <u>17</u>	240 <u>204</u>
From 241st month to completion of 300 th month	23 <u>20</u>	276 <u>240</u>
From 301st month until separation	29 <u>26</u>	348 <u>312</u>

- (b) Employees serving an initial probationary period shall earn vacation leave in accordance with this Article beginning with the date of employment (see also 15.6 (2) (b) below).
- (c) Vacation leave earned during any month shall be credited to the employee on the last day of that month, or in the case of separation, on the last day for which the employee is paid.
- (d) Employees shall continue to earn vacation leave credits during leaves of absence with pay.
- (e) Employees who work less than a full month shall earn vacation leave on a pro-rata basis.
- (f) All requests for leaves of absence of any kind, excluding unexpected illness or emergencies, shall be granted at the convenience of the Department.

2.) Use of earned vacation leave.

- (a) Vacation leave should be used primarily to provide employees with rest and relaxation; however, earned vacation leave credits may be used for any

prudent and productive purpose when approved by the Chief of the Department or his designee, provided it does not interfere with the operations of the Department and/or result in overtime.

- (b) Employees serving their initial probationary period may not take vacation leave during the first six (6) months of their employment.
 - (c) Changes in vacation, other than vacation requests submitted prior to December 1st, must be submitted to the Chief of the Department or his designee. Cancelations must be submitted and approved in writing at least sixty-~~eight~~ (60~~68~~) hours for shift employees and eight (8) hours for non-shift employees prior to the beginning of the vacation date. Requests must be submitted and approved in writing at least sixty (60) hours for shift employees and eight (8) hours for non-shift employees prior to the beginning of the vacation date.
 - (d) Shift changes by the Department shall not affect approved vacation leave.
 - (e) The same holiday ~~vacation~~ time period may not be taken two (2) years in a row by the same employee, unless it is available. The Employer shall post the current year vacation schedule by January 1st of each year.
 - (f) No more than three (3) ~~two (2)~~ employees per shift will be allowed vacation time on the same calendar day.
 - (g) Vacation leave may be used in no less than four (4) hour increments by non-shift employees and six ~~(6)~~ twelve (12) hour increments by shift employees.
- 3.) An employee who is separated from employment by resignation, discharge or retirement shall be compensated for unused vacation leave at his regular rate of pay in effect at time of separation, not to exceed the designated ~~maximum accrual amount~~ accrued hours per year. In case of death, payment shall be made to the employee's beneficiary or estate.
- 4.) Emergency vacation shall be approved at the discretion of the Chief of the Department or his designee, provided it does not interfere with the operations of the Department and/or result in overtime.

15.7

A maximum of two (2) Lieutenants may be off on vacation per shift, provided it does not interfere with the operations of the Department and/or result in overtime.
~~Two (2) Lieutenants may not take vacation day(s) while any other Lieutenant on the same shift is on a Kelly day.~~

A maximum of two (2) Engineers may be off on vacation per shift, provided it does not interfere with the operations of the Department and/or result in overtime.
~~Two (2) Engineers may not take vacation day(s) while any other Engineer on the same shift is on a Kelly Day.~~ **END.**

TA'd Proposal #10:9/25/15

ARTICLE 16

SHIFT EXCHANGES

- 16.1 All requests for shift exchanges to accommodate leaves of absence in excess of one (1) hour in length, for personal or prudent reasons, shall be submitted in writing to the employee's immediate supervisor one (1) hour prior to the exchange. In circumstances beyond the employee's control, employees may arrange hold-over shift exchanges with employees leaving shift at the same station, so long as required paperwork is generated by the employee covering and then signed by the covered employee once they arrive at work.
- 16.2 Shift exchanges can only be arranged between employees who have the same job classification or employees that are qualified to move into that job classification on a temporary basis, and shall not interfere with the operations of the Department and/or result in overtime. If the shift exchange involves a move-up employee, there shall be no change in pay, either up or down. In addition, employees are not permitted to work "down" in a position as a result of a shift exchange (i.e. Lieutenant cannot work for an Engineer who is a move-up Lieutenant unless the Engineer is filling the position of a move-up Lieutenant). One-way exchanges shall be permitted with approval of the Chief of the Department, or his designee, so long as the District incurs no liability as the result of such an exchange. Employees shall not be permitted to sub-let their employment through the use of shift exchanges.
- 16.3 It shall be the employee's responsibility to secure coverage if he has accepted the mutual and is not able to meet his obligation, unless absenteeism is due to a work related injury or an absence excused by a doctor's certificate, which is acceptable to the Chief of the Department, or his designee. If the accepting employee does not have a work related injury or a doctor's excuse acceptable to the Chief of the Department, or his designee, and has not fulfilled the mutual obligation, he will be responsible to reimburse the Department for the cost necessary to secure required minimum staffing. ~~in the job grade of the accepting employee~~. The amount will be deducted from the accepting employee's paycheck that covers the pay period in which the infraction occurred. If the employee has a doctor's certificate, he is required to present it prior to the next duty shift.
- 16.4 In situations where a shift exchange has been arranged in advance of an employee's voluntary or involuntary departure from the District, it will be the sole responsibility of the remaining employee to ensure adequate coverage has been provided for any and all periods before being absent from duty, regardless if the absence interferes with the operations of the Department and/or results in overtime.
- 16.5 Employees serving their initial probationary period may not submit shift exchanges during the first six (6) months of their employment. **END.**

TA'd Proposal #5:5/19/15

ARTICLE 17

SICK LEAVE

17.1 For the purpose of this Article, the following definitions shall apply:

- a) Medical Certificate – a written statement signed by a licensed practicing physician certifying to the incapacitation, examination or treatment, or period of disability while the employee was receiving professional treatment that meets the criteria of 17.2(2)(e)(d).
- b) Immediate Family – to include employee, employee's spouse, mother, father, stepmother, stepfather, children, stepchildren, grandchildren, sister, brother, grandparents, step-grandparents, of both the employee and the employee's spouse/domestic partner having the same legal address.

17.2 The Chief of the Department, or his designee, shall be responsible for the proper administration of this article, and for establishing and maintaining an account of leave for each employee. All leave records, including accumulation and usage, shall be in hours.

1.) Methods of earning sick leave.

(a) All regular full time employees that are filling established positions shall ~~be granted~~ accrue sick leave as follows:

(i) Non-shift employees will ~~be granted eighty (80)~~ accrue eight (8) hours ~~as of January 1st of each year~~ of sick leave per month, January-October.

(ii) Shift employees shall ~~be granted one hundred twenty (120)~~ will accrue twelve (12) hours ~~as of January 1st of each year~~ of sick leave per month, January-October.

(b) Employees hired after January 1st of each year will ~~be granted~~ accrue sick leave on a pro-rated basis, based on annual accrual and not monthly accrual (i.e., an employee hired July 1st will accrue ten [10] hours per month for the remaining six [6] months of the year in order to accrue sixty [60] hours, or one-half of the annual accrual).

2.) Use of sick leave.

(a) The Employer may grant sick leave to an employee when he:

(i) Is incapacitated for the performance of his duties by sickness or injury that is not job related.

- (ii) Is required to give care and attendance to a member of his immediate family, or
 - (iii) Would jeopardize the health of others by his presence on duty because of exposure to a contagious or infectious disease,
 - (iv) Requests to use sick leave after worker's compensation benefits received due to a job related disability have been exhausted.
- (b) Sick leave may be used in no less than four (4) and twelve (12) hour increments by non-shift and shift employees respectively.

A medical certificate shall be required of shift employees returning to work after the use of any amount of sick time on two (2) or more consecutive tours. A medical certificate shall be required of any ~~non~~ shift employee returning to work after the use of ~~five (5)~~ four (4) or more sick ~~days~~ occurrences. A medical certificate shall be required of non-shift employees returning to work after the use of any amount of sick time on two (2) or more consecutive days. A medical certificate shall be required of any non-shift employee returning to work after the use of four (4) or more sick occurrences. The medical certificate shall be at the employee's expense. All employees who are returning to work from a disability or injury may be subject to a re-evaluation by a physician specified by the Employer at the Employer's expense. This re-evaluation may reference NFPA 1582, current edition. If the employee fails to present a medical certificate upon returning to work, the employee shall not be permitted to return to work and will forfeit pay for those hours used while seeking a medical certificate and shall be responsible to reimburse the Department for the cost necessary to secure required staffing. Hours shall be forfeited to the nearest fifteen (15) minutes and the amount shall be deducted from the employee's paycheck that covers the pay period in which the infraction occurred.

- (c) Falsification of proof to justify any sick leave may result in disciplinary action, up to and including discharge. This shall include medical certificates that are found to be made under false pretenses (i.e., doctor gives employee a certificate and is found to never have treated or examined the employee).
- (d) The medical certificate shall include:
- (i) The dates the employee was under the physician's care,
 - (ii) The date the employee is able to return to work without restrictions,
 - (iii) The employee was not able to work due to illness or injury on the dates the employee was on sick leave.
 - (iv) In cases of family sick leave a note from the attending physician indicating the necessity of the employee's presence for custodial care, transportation, or patient well-being.

- (e) The Employer may request an employee to submit to a doctor's exam at the Employer's expense on the day sick leave is requested. The Employer is responsible for scheduling an appointment. Hours spent obtaining a sick leave note shall not be charged against the employee's sick leave hours. The employee shall immediately thereafter present a certificate from the examining physician stating:
- (i) The dates the employee was under the physician's care,
 - (ii) The date the employee is able to return to work without restrictions,
 - (iii) The employee was not able to work due to illness or injury on the dates that the employee was on sick leave.
- (f) When reporting illness the employee must call the on duty Battalion Chief at Station 102 (239-303-5304) or the voice mail at Station 102 (239-303-5304) if the on duty Battalion Chief at Station 102 cannot be contacted at least one (1) hour prior to their scheduled starting time.
- (g) If the ~~shift or non-shift~~ employee does not call at least one (1) hour prior to their scheduled starting time, the first offense will result in written reprimand with union representation. The Firefighter Bill of Rights has been waived for the written reprimand, in this instance only. The second offense will result in four (4) hours deducted from the employee's paycheck that covers the pay period in which the infraction occurred. The third offense will result in administrative action up to and including discharge. An employee not at their respective work location by the scheduled starting time (without an authorized leave or who calls in after the scheduled starting time) will be considered A.W.O.L. and subject to administrative action.
- (h) If an employee reports to work at the proper starting time and then requests to go home sick for the remainder of the shift, he will only be charged the amount of time he is sick during that shift. The Lieutenant Battalion Chief must approve the request prior to the employee leaving.
- (i) Any sick leave not used in a calendar year will carry forward to the next calendar year's annual sick leave.
- (j) If the employee has sufficient time in his annual sick leave ~~and/or sick leave closeout~~ bank, the Employer agrees to allow up to one (1) week for non-shift employees and two (2) shifts for shift employees for his spouse's normal, uncomplicated child birth. During this period, the employee shall be paid at one hundred percent (100%) of their customary base wages, with the exception of holiday pay.
- (k) If the employee uses sick leave before it is earned and credited to the employee, the first offense will result in an oral reprimand. The second offense will result in a written reprimand. The third offense will result in

a twelve (12) hour suspension without pay. The forth offense will result in administrative action up to and including discharge. Employee disciplinary actions will be for A.W.O.L.

(3) Donation of Sick Leave

Upon written notification, employees may donate accumulated sick leave hours to other district employees who have exhausted all of their sick leave hours. Donated sick leave hours shall be deducted from the account of the donor. Employees wishing to donate sick leave hours shall complete the proper paper work and forward it to the Chief of the Department, or his designee, for approval. Employees who are separating from the District are not eligible to donate accumulated sick leave hours.

(4) Conversion of Sick Time

At the end of each year, employees may elect to receive pay for unused sick hours from the previous year in lieu of placing unused sick leave hours into their non-pay sick leave bank. A maximum of one hundred-twenty (120) hours for shift employees and a maximum of eighty (80) hours for non-shift employees can be cashed in each year at the rate of 100%. Sick leave hours in the non-pay sick leave bank shall not be subject to payment. The employee shall submit a written request for such conversion by December 31st for the previous year. Payment will be made the second pay period in January. Employees may also elect to leave a portion of yearly sick time into their non-pay sick leave bank. **END.**

TA'd Proposal #10:9/25/15

ARTICLE 18

ON-DUTY WORK RELATED INJURY

18.1 Job related disability leave with pay.

- (a) If an employee is injured or disabled as a result of an accident occurring in the performance of his duties, and is not certified for the performance of light duty, the Employer shall pay the employee ~~during the first consecutive six (6) months~~ up to a maximum of ninety (90) days he is unable to work at his regular rate of pay. Said employee will assign to the Employer any and all compensation received by him from Worker's Compensation sources during that period. If after a period of ~~six (6) consecutive months~~ ninety (90) days the employee is still disabled and is certified by an approved Worker's Compensation physician, the employee's sole source of compensation shall be pursuant to the provisions of the Worker's Compensation program. Under no circumstances will the Employer pay the Employee more than ninety (90) days his regular rate of pay under Article 18.1(a), unless the Chief of the Department, or his designee, approves an extension of the duty period based upon the treating physician's recommendations.
- (b) If any employee is injured in the line of duty and is permanently disabled and so certified by an approved Worker's Compensation physician, the employee's sole source of compensation shall be pursuant to the provisions of the Florida State Retirement System Disability Program.
- (c) Any employee injured or disabled as outlined in 18.1(a) shall not be charged sick leave for the time the employee is unable to work ~~for the first six (6) months~~ up to a maximum of ninety (90) days.
- (d) If an employee is certified for the performance of light duty by a physician, the employee must report for an appropriate work assignment as designated by the Chief of the Department, or his designee, and approved by the treating physician and shall thereafter not be entitled to Worker's Compensation wages. ~~No Employees~~ Employees may be assigned light duty for up to a maximum of ninety (90) days. ~~a period in excess of three (3) calendar months unless the Chief of the Department, or his designee, approves an extension of the duty period based upon the treating physician's recommendations.~~ Employees cleared for and offered light-duty work and who choose not to work the light-duty assignment shall be charged vacation leave at a rate of forty (40) hours per week. Under no circumstances will the Employer pay the Employee more than ninety (90) days his regular rate of pay under Article 18.1(d), unless the Chief of the Department, or his designee, approves an extension of the duty period based upon the treating physician's recommendations.
- (e) Light duty employees who accept an appropriate work assignment shall

receive full pay and benefits but will not be subjected to more than a forty (40) hour work week.

- (f) Light duty employees will be subjected to the formula of non-shift employees for vacation and sick time accrual and usage schedule.
- (g) All employees who are returning to work from a disability or injury may be subject to a re-evaluation by a physician specified by the Employer at the Employer's expense. This re-evaluation may reference NFPA 1582, current edition.
- (h) For all employees who are returning to work from a disability or injury, a work release note shall be required. The work release note shall include the date the employee is able to return to work without restrictions. If the employee fails to present a work release note upon returning to work, the employee shall not be permitted to return to work and will forfeit pay for those hours used while seeking a work release note and shall be responsible to reimburse the Department for the cost necessary to secure required staffing. Hours shall be forfeited to the nearest fifteen (15) minutes and the amount shall be deducted from the employee's paycheck that covers the pay period in which the infraction occurred.
- (i) For Family Medical Leave (FMLA) eligible employees, FMLA entitlement will run concurrent with on-duty work related leave.

18.2 Employees who are to work within a light or restricted duty classification, pursuant to this Article, are to report directly to the Administrative Offices and will have their schedules determined by the Division Supervisor to whom they are assigned and approved by the Chief of the Department, or his designee. ~~While working light or restricted duty for work related injuries, employees shall receive all pay and benefits they would have received while working shift. END.~~

18.3 Reporting requirements.

- (a) Employees are required to report all work related injuries in accordance with the District's current policies and/or procedures.
- (b) Employees are required to supply the District with all work related injury documentation in accordance with the District's current policies and/or procedures.
- (c) Employees are to coordinate all Worker's Compensation related matters with the District's Administrative Assistant/Human Resource Specialist, or designee.
- (d) Employees are required to provide the District's Administrative Assistant/Human Resource Specialist, or designee, a contact phone number that the employee can be contacted on at all times.

(e) Employees are to report the status of their Worker's Compensation claim to the District's Administrative Assistant/Human Resource Specialist, or designee weekly, on Mondays, no later than 10:00 hours. If Monday falls on an Administrative holiday, the following regular business day will be the designated day.

(f) Employees who do not follow the requirements of this Article will be subject to disciplinary action. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 19

ADMINISTRATIVE LEAVE

19.1 Leaves of absence may be granted to employees with pay but without a charge to his leave credits, including but not limited to, the following:

(a) **Jury Duty**

Employees who are summoned for jury duty shall be granted administrative leave with pay for all hours required for such duty; however, if the jury duty does not require absence for the entire workday, the employee shall return to duty immediately upon release by the court. Any jury fees paid to the employee, excluding mileage, must be given to the Employer if the employee is excused from duty.

(b) **Witness**

Employees subpoenaed to appear in court or at an administrative hearing as a witness, or in connection with a job-related incident, shall be granted administrative leave with pay. Any fees paid to the employee, excluding mileage, must be given to the Employer if the employee is excused from duty. If such appearance occurs outside the regular work hours of the employee, and is in connection with a job-related incident, he shall be paid time and a half at his hourly rate of pay from time of departure from home to return.

(c) **Meetings and Conferences**

In cases where it is deemed to be beneficial to the Department, an employee may be granted administrative leave with pay by the Chief of the department, or his designee, to attend meetings and conferences.

(d) **Military**

Military leave shall be granted in accordance with applicable state and federal law. Nothing in this contract shall be construed to exclude any military leave privileges. In the event the required weekend drills and the two (2) week camp are not covered by military leave, the Employer will supplement the employee's military pay to maintain the employee at his current hourly rate.

(e) **Bereavement**

Shift employees shall be granted three (3) tours of bereavement leave in the event such employee suffers the loss of a spouse, child or spouse's child. Non-shift employees shall be entitled to five (5) work days of bereavement leave under the same conditions. In the event of a death in the immediate family of an employee, other than spouse, child or spouse's child, shift employees shall be granted two (2) tours of duty off with pay and non-shift employees shall be granted three (3) work days off with pay. The "immediate family" is defined as mother, father, stepmother, stepfather, stepchildren, grandchildren, sister, brother, grandparents, and step-grandparents of both the employee and the employee's spouse/domestic partner having the same legal address. Special consideration shall also be given to any other person whose association with the employee was similar to any of the



above relationships. The employee shall provide a copy of the death certificate or obituary notice to the Employer. All bereavement leave must be approved by the Chief of the Department, or his designee.

(f) **Formal investigation**

An employee who is under investigation by the Department for violation of a Department rule or under investigation by any other agency that has jurisdiction to investigate a violation of law or rule for which dismissal is a penalty, may be placed on administrative leave (with or without pay as determined by the Chief of the Department, or his designee). Nothing contained in this provision shall limit the Employer's right to suspend with or without pay. If an employee is placed on administrative leave with pay, the employee will be assigned to a non-shift employee work schedule to be determined by the Chief of the Department, or his designee. All non-shift employee provisions under this Agreement will apply during this time period. Employees will be subjected to the formula of non-shift employees for vacation and sick time accrual and usage.

19.2 Leave of absence without pay

1. Upon written request from an employee, he may be granted a leave of absence without pay for good cause for a period not to exceed thirty (30) days; if the leave is granted for maternity, the period may not exceed one (1) year.

2. An employee may request leave without pay when all ~~Personal~~ accrued paid leave has been exhausted. Other than retaining the original date of hire, no benefits will be provided during periods of leave without pay. ~~which exceed the work period for non-shift employees and the work period for shift employees.~~

19.3 All leaves of absence with or without pay must be approved by the Chief of the Department, or his designee. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 20

HOLIDAYS

- 20.1 The following holidays are recognized and observed by the District in accordance with this Article and Article 27:

New Years Day	January 1
<u>Martin Luther King Day</u>	<u>Third Monday in January</u>
President's Day	Third Monday in February
<u>Good Friday</u>	<u>Friday before Easter</u>
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
<u>Patriot Day</u>	<u>September 11</u>
Columbus Day	<u>Second Monday in October</u>
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Varies
Christmas Eve	December 24
Christmas Day	December 25

- 20.2 Each shift employee shall ~~receive~~ be compensated an additional ~~ten (10)~~ eight (8) hours of pay at the employee's current hourly rate of pay for each of the holidays listed in 20.1.

~~For the time period commencing October 1, 2010 and continuing through September 30, 2015, shift employees may work or not work on the above holidays depending upon the District's schedule, but shall not in any event whatsoever receive the holiday pay provided for in the preceding paragraph. The District and the Union acknowledge the fact that Holiday Pay has been frozen between October 1, 2010~~ 2015, ~~and September 30, 2015~~ 2017.

- 20.3 Non-shift employees shall be given eight (8) hours off per holiday with pay when the holiday falls during the normal workweek (Monday-Friday) for the following six (6) holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. ~~If the holiday falls at the end of the week, the employee shall have the preceding work day off. If the holiday falls on Sunday, the employee shall have the following Monday off.~~

~~For the time period commencing October 1, 2010, and continuing through September 30, 2015, non-shift employees shall be given the option of taking the holiday off with ten (10) hours per holiday without pay, or to work the holiday with their normal rate of pay. The District and the Union acknowledge the fact that Holiday Pay has been frozen between October 1, 2010, and September 30, 2015.~~

- 20.4 Effective October 1, 2015 and continuing through September 30, 2018, non-shift employees shall be given eight (8) hours off per holiday without pay or hours

deducted from their accrued vacation leave time when the holiday falls during the normal workweek (Monday-Friday) for the following five (5) holidays: Martin Luther King Day, Presidents Day, Patriot Day, Columbus Day, and Veteran's Day. The employee has the option to work the holiday with their normal rate of pay or submit vacation leave in order to receive their normal rate of pay, in accordance with Article 15.6(2)(c), while having the day off from work.

20.45 For an employee to be eligible to receive holiday pay he must not have used sick leave the two (2) calendar days (shifts) before the holiday, the holiday itself, and the two (2) calendar days (shifts) after the holiday.

~~20.5 ——— Effective October 1, 2015 and continuing through September 30, 2018, employees shall not be entitled to Holiday Pay as provided herein. The District and the Union acknowledge the fact that Holiday Pay has been frozen between October 1, 2015 and September 30, 2018.~~

20.56 The holiday time period is defined as the two (2) calendar days (shifts) before the holiday, the holiday itself, and the two (2) calendar days (shifts) after the holiday.
END.

TA'd Proposal #10:9/25/15

ARTICLE 21

INSURANCE

- 21.1 The Employer will provide health, dental, prescription program and life insurance for each employee, ~~with the employee paying sixteen percent (16%) of premiums for the health, dental, and prescription program.~~ with premiums being paid in full by the Employer. The Employer will provide the same health, dental insurance and prescription program for the employees' family ~~with the employee paying sixteen percent (16%) of premiums for the health, dental, and prescription program,~~ with premiums being paid in full by the Employer if the employee elects to have family coverage.

~~The District and the Union acknowledge the fact that all employee paid premiums will end on September 30, 2015.~~

Eligibility requirements for employee coverage is as follows:

*All active employees of a covered Employer

*All Retired employees of the Employer ~~who have attained the forty-fifth (45th) anniversary of their date of birth and who have completed at least ten (10) years of service and has met the COBRA or state law requirements.~~

Dependent Coverage is as follows:

*A covered Employee's spouse and unmarried children from birth to nineteen (19) years of age. However, a dependent child will continue to be covered after age nineteen (19), as determined by applicable law. The term "spouse" shall mean the legally recognized marital partner of a covered employee. The term "children" shall include natural children, or children placed in the covered employee's home in anticipation of adoption. Stepchildren who reside in the employee's household may also be included. (If stepchildren have primary coverage elsewhere, this plan will be secondary).

- 21.2 Each employee's life insurance policy shall be in a minimum amount of seventy-five thousand (\$75,000) dollars and shall be paid in full by the Employer. Pursuant to the provisions of the IRS Code, life insurance that carries a value of more than \$50,000 is subject to a schedule created by the IRS for FICA and Medicare with holding. These deductions will be noted in the last pay period of the calendar year and identified on the pay stub, unless designated or required otherwise.
- 21.3 The Employer shall furnish each retired employee (not family) life insurance in the amount of ten thousand (\$10,000) dollars to be paid by the Employer.
- 21.45 Two (2) representatives of the Union (District 6), one (1) representative of the Union (District 19) and two (2) representatives of management shall constitute an insurance committee to insure that the employees receive optimal health coverage and to insure that the Employer's premiums are reasonable. The Board shall have the final approval.

21.5~~6~~ The department agrees to match the State of Florida H.I.S. (Health Insurance Subsidy) for each employee retiring from the Lehigh Acres Fire Control and Rescue District with a minimum of twenty (20) years service with this district, so long as the Health Insurance Subsidy exists. This payment shall be made to the retiree's insurance company or the employee (at the employee's request) monthly until the retired employee reaches the eligible age to collect Medicare.

The Employer agrees to pay a H.I.S. (Health Insurance Subsidy) for each employee retiring from the Lehigh Acres Fire Control and Rescue District with a minimum of twenty (20) years service with the district. The maximum amount shall be \$5.00/month for each year of service in the FRS, (i.e., \$5.00 x 25 = \$125.00 per month). This payment shall be made to the retiree's insurance company or the employee (at the employee's request) monthly until the retired employee reaches the eligible age to collect Medicare.

21.6~~4~~ The retired employee will also be able to maintain his and his spouse's health insurance with the Employer's company, at the retired employee's sole expense, so long as the insurer allows retired employees and their spouses to remain in the group at no cost to the Employer. At the age of 65 Medicare eligibility, the retired employee or their spouse will meet the requirements of Medicare benefits as their primary insurance carrier, and the Employer's insurance shall then become secondary coverage.

21.7 The Employer will provide Long Term Disability Insurance for each employee, as long as the Employer elects to provide such coverage.

21.8 The insurance committee listed in 21.4~~5~~ shall insure that the employees receive the optimal plan, and insure the department's premiums are reasonable. The Board shall have the final approval. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 22

CLOTHING ALLOWANCE

22.1 All uniforms, protective clothing and protective devices/equipment required by the employee shall be furnished by the Employer. The Employer agrees to replace all uniforms, protective clothing and protective devices/equipment on an as needed basis at no cost to the employee.

22.2 Upon appointment, each new employee shall receive the following:

- ~~Three (3) new uniform polo shirts with appropriate insignia;~~
- One (1) new BDU type pants (and up to two (2) BDU shorts (if carried) or pants – may mix);
- Inspector, PEIO and/or PIO only – five (5) new dress pants;
- Three (3) new department T-shirts;
- ~~One (1) pair of department shorts;~~
- One (1) winter weight navy blue jacket;
- One (1) ball cap (if carried);
- Dept. Mechanic only – five (5) department jean-type pants or BDU type pants;
- Shift employees – one (1) blue dress uniform shirt;
- Inspector, PEIO, and/or PIO only – three (3) white uniform shirts;
- One (1) set insignia (i.e., badge, collar brass and name badge)

All clothing to be worn is at the discretion of the Chief of the Department, or his designee.

~~As of January 1, 2008, the required uniforms noted in line(s) a-h above shall be considered the uniform of the day. This expectation is compliant with the IRS Guidelines and law. The Employer shall supply the following uniforms to new employees upon hire: The Class A uniform noted in i and j above shall be required under those events when appropriately noticed.~~

~~Employees are responsible to provide the following:~~

- a) ~~Uniform T-shirts available by the District as a tangible taxable benefit (worn under the dress shirt, when in quarters, or with turnout gear);~~
- b) ~~Workout shorts available by the District as a tangible taxable benefit;~~
- c) ~~District uniform baseball style hat available by the District as a tangible taxable benefit;~~
- d) ~~District approved BDU shorts or pants available by the District as a tangible taxable benefit;~~
- e) ~~District approved polo shirts available by the District as a tangible taxable benefit;~~

~~Equipment listed above shall be supplied to all new employees who do not already have said equipment, within a reasonable time of the beginning date of their employment by the Employer.~~

22.3

The Employer agrees to furnish each employee (excluding the mechanic) with the following Personal Safety Equipment as follows:

- One (1) turnout coat;
- One (1) turnout pants;
- One (1) helmet with faceplate;
- One (1) pair of suspenders;
- One (1) pair of (extrication) gloves;
- One (1) pair of turnout boots;
- One (1) pair of turnout gloves;
- One (1) hood;
- Four (4) accountability tags;
- One (1) personal SCBA mask - with eyeglass inserts and lenses as required (if needed); and
- SCBA equipment shall be readily available to each employee operating at an incident (stored in assigned vehicle or apparatus).

22.24

Uniforms shall be replaced at other times when approved by the Chief of the Department, or his designee.

22.35

The place of purchase, style, fabric and quality of clothing and Personal Safety Equipment, shall be determined by the Chief of the Department, or his designee.

22.46

In the event that an employee leaves the Department, he shall return all uniforms and safety equipment in clean condition to the Department, not including items he has personally purchased.

22.57

When an employee completes mandatory training schools or receives promotions, he shall be presented with the appropriate collar brass.

22.68

All uniforms shall be used for Department business only.

22.79

Personal possessions will not be repaired or replaced by the Employer if damaged or destroyed in the line of duty with the exception of a watch and prescription eyeglasses. A routine medical or eye examination is not included. Repairs or replacement of a watch shall not exceed fifty dollars (\$50.00) and repairs or replacement of prescription eyeglasses shall not exceed one hundred dollars (\$100.00). Any employee must provide proof of purchase of a replacement item or repair cost to said damaged item before reimbursement from the Department and present the damaged article.

22.810

In the event an employee misplaces his assigned safety equipment, he shall have the monetary amount for said item(s) deducted from his paycheck when item(s)

are or must be replaced by the department. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays.

22.9¹¹ Repair of all uniforms and safety equipment is the responsibility of the employee if they are damaged or destroyed through negligence. The repair charges will be deducted from the employee's paycheck. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays. Replacement of uniforms that are no longer serviceable will be made at the discretion of the Chief of the Department, or his designee.

22.40¹² The Employer ~~shall~~ may supply each employee with a new identification card and wallet-style badge. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 23

EDUCATION

- 23.1 The Employer shall allow each employee to attend mandatory classes while on duty, with approval of the Chief of the Department, or his designee; or if off duty, the employee shall receive overtime pay in accordance with Fair Labor Standard Act for all mandatory education.
- 23.2 An employee who receives an A.S., A.A. or B.S. Associate's Degree or Bachelor's Degree in a fire-related an approved field (only one) shall receive a stipend as provided by the State Fire Marshal as long as the funds are available through the state program (the approved degree field as defined and accepted by the Bureau of Fire Standards and Training). Payment shall begin upon receipt of confirmation from the Bureau of Fire Standards and Training.
- 23.3 Any employee whose tuition, lab fees or books are paid by the Employer must complete three (3) years of service with the District after completing the course. In the event the employee does not do so, he shall reimburse the Employer for all costs for that employee's tuition, lab fees and books. The employee shall reimburse the Department for any education, whether mandatory or elective, unless the employee completes three (3) years of service after successful completion of the course. This paragraph does not apply to any employee who is involuntarily severed from the Department and does not apply to courses required for license renewal. This paragraph shall apply only to initial fire school training, initial E.M.T. training, initial paramedic training, and any accredited college courses paid for by the Department. The employee is required to pay for time allowed off duty to attend courses.
- 23.4 All requests for school must be submitted in writing to the Chief of the Department, or his designee, for approval at least ten (10) calendar days prior to the beginning of the course.
- 23.5 56-hour:
Employees meeting and maintaining any of the five (5) educational pay requirements listed below will receive a \$0.541 0.490 per hour increase for shift employees and \$0.676 per hour increase for non-shift employees for each pay requirement. ~~Fire inspectors are not eligible for a \$0.676 per hour increase for a Florida Municipal Fire~~ Firesafety ~~Inspector I Certificate~~ Certification ~~and Engineers are not eligible for a \$0.541 per hour increase for a~~ Florida State Apparatus & Pump Operator Certification. Pay increases will begin in the next pay period after appropriate confirmation of eligible educational pay requirements.

48-hour:

Employees meeting and maintaining any of the five (5) educational pay requirements listed below will receive a \$0.541 per hour increase for shift employees and \$0.676 per hour increase for non-shift employees for each pay requirement. Pay increases will begin in the next pay period after appropriate confirmation of eligible educational pay requirements.

- 1) Florida State Officer I Certification
- 2) Florida State Officer II Certification
- 3) Florida State Firesafety Inspector I Certification
- 4) Florida State Firesafety Inspector II Certification
- 5) Florida State Fire Service Instructor I, II, or III Certification
- 6) Florida State Fire Investigator I
- 7) Florida State Fire Investigator II
- 8) Florida State Apparatus & Pump Operator Certification
- 9) AHA ACLS Instructor Certification
- 10) AHA PALS Instructor Certification
- 11) Associate's Degree in an approved field (as defined in 23.2 above)
- 12) Bachelor's Degree in an approved field (as defined in 23.2 above)

23.6 In addition to the above, any employee filling the full-time position of Fire Inspector or PEIO in the Lehigh Acres Fire Department who does not elect to have their tuition paid by the Employer and who completes and maintains any educational requirements listed below shall receive a \$0.676 per hour increase in pay for each applicable requirement:

- a) CPR Instructor
- b) Basic First Aid Instructor
- c) Clowning I

23.7 Any employee filling the full time position of Mechanic in the Lehigh Acres Fire Department shall be eligible for a \$0.676 per hour increase in pay if he acquires and maintains any E.V.T. course certification. The mechanic shall be eligible for this benefit for each E.V.T. course certification obtained (maximum of 5), to a maximum ~~\$3.382~~0 per hour benefit.

23.8 An employee who receives an educational pay increase as provided in 23.5, 23.6, or 23.7 and fails to maintain current training certificates as defined in 23.5, 23.6, or 23.7 will lose their educational pay until such time as their certificate or license is restored. ~~The maximum total educational pay increase available to any employee in any position as outlined in Sections 23.5, and 23.6 will be \$ 2.705 per hour for shift employees and \$3.382 per hour for non-shift employees.~~

23.9 Any employee who obtains a ~~state fire instructor~~ Florida State Fire Service Instructor I, II, or III Certification educational pay increase ~~must~~ shall:

1. Teach or assist in ~~one approved fire-related~~ training course per year to ~~other employees of the Lehigh Acres Fire Dept,~~ as assigned by the Chief of the Department, or his designee.

2. Teach or assist in EMT or Paramedic in-house refresher certification, or training, when scheduled, as assigned by the Chief of the Department, or his designee.
3. ~~Employees who have obtained a Municipal Fire Inspectors Certificate shall participate in Fire Prevention related duties as assigned by the Chief of the Department. These hours will be assigned during the employee's normal working hours.~~

23.10 Employees who have obtained a Municipal Fire Inspectors Certificate shall participate in Fire Prevention related duties as assigned by the Chief of the Department, or his designee. These hours will be assigned during the employee's normal working hours.

23.4011 Any employee needing a state certification shall reimburse the Employer if required state certification is not successfully obtained within six (6) months of completion of course. All related costs from the course paid for by the Department will be deducted from the employees' paycheck. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays.

23.4412 Employees attending courses outlined in this section shall be allowed time off from duty with pay to attend classes, provided such absence does not cause staffing in each pay grade to drop below minimum staffing. It is the employee's responsibility to contact the Battalion Chief at Station 102 prior to 0700 hours on the day they attend class to make sure their absence does not cause staffing to drop below minimum staffing. The employee must have a signed mutual or other approved leave form for any class that their absence may cause staffing to drop below minimum staffing. Employees under a "new hire" probationary period are not eligible for time off from duty to attend classes, unless the courses are related to initial paramedic training.

23.4213 Any employee who does not successfully complete the required firefighter paramedic trainee requirements in 29.56 shall reimburse the Department for all related costs for the course paid for by the Department as listed in 23.3. These fees will be deducted from the employees' paycheck. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays.

23.4314 Employees who become entitled to any employer-paid ~~step, pay, and/or wage~~ incentives/increases in accordance with this Article, on or before September 30, 2010, shall continue to receive the incentives during the term of this agreement. There shall be no new entitlements for any employee between October 1, 2010, and September 30, 2015 2016. The District and the Union acknowledge the fact that education incentives/increases have been frozen between October 1, 2010, and September 30, 2015 2016. **END.**

TA'd Proposal #10:9/25/15

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURES

- 24.1 A grievance is defined as a dispute raised by an employee, or group of employees or the Union (with respect to a single common issue) involving wages, hours and terms and conditions of employment, disciplinary action without just cause, and/or the meaning, interpretation and application of the express terms as outlined in this Agreement.
- 24.2 A class action grievance is defined as a dispute raised by an employee, or group of employees or the Union which affects a majority of bargaining unit members involving wages, hours and terms and conditions of employment and/or the meaning, interpretation and application of the express terms as outlined in this Agreement.
- 24.3 An employee covered by this agreement shall present his/her grievance in writing, using the approved grievance form, within ten (10) business days of the date on which the grievance arose in the following manner:

STEP 1:

- An employee shall discuss his/her grievance orally with his/her immediate supervisor. The immediate supervisor shall attempt to adjust the grievance with the aggrieved employee, and give his/her answer, in writing, on the grievance form within ~~five (5)~~ ten (10) business days.
- If the grievance is not resolved as provided in STEP 1, the aggrieved employee and/or the Union Representative may submit the grievance, within ~~five (5)~~ ten (10) business days, to the Battalion Chief.

STEP 2:

- The Battalion Chief will discuss the grievance with the aggrieved employee and/or the Union Representative, and give his/her answer, in writing, on the grievance form within ten (10) business days.
- If the grievance is not resolved as provided in STEP 2, the aggrieved employee and/or the Union Representative may submit the grievance, within ~~five (5)~~ ten (10) business days, to the Chief of the Department, or his/her designee.

STEP 3:

- The Chief of the Department, or his/her designee, will discuss the grievance with the aggrieved employee and/or the Union Representative, and give his/her answer, in writing, on the grievance form within ten (10) business days.

- If the grievance is not resolved as provided in STEP 3, the aggrieved employee and/or the Union representative may submit the grievance to arbitration.

STEP 4:

- If the grievance has not been settled in one of the above STEPS, or an extension of time agreed upon by both the District and the Union, the Union may submit the grievance to arbitration for binding disposition within ten (10) business days after a decision is provided in STEP 3. The Union shall reserve sole authority for its members over the decision to submit a grievance to arbitration.
- The Union will forward their decision to submit a grievance to arbitration, in writing, on the approved grievance form.
- As soon after the request for arbitration is served, the Federal Mediation and Conciliation Service (FMCS) shall be requested to supply the parties with a panel of seven (7) Arbitrators. Within ten (10) business days after receipt of such panel, the parties will meet or confer by telephone to strike three (3) names, one at a time, from the list and the name remaining shall be the Arbitrator. The party grieving shall strike first. Either party may strike an entire panel.
- The Arbitrator shall be impartial, neutral, and mutually accepted by both parties. The FMCS rules will apply. The parties further agree to accept the Arbitrator's decision as final and binding.
- The compensation and expenses of the arbitration shall be borne by the losing party as determined by the Arbitrator, excluding attorney fees. When the Union does not represent the aggrieved employee in an arbitration proceeding, and the Arbitrator decides in favor of the Employer, the aggrieved employee will be considered the losing party. In the event of a compromise award (neither party prevails on all issues), both parties shall share the arbitration fees and expenses equally.
- The expenses of witnesses or other participants for either side shall be paid by the side producing or utilizing them. Department employees called as witnesses shall be paid if called during normal working hours. Off duty employees called by the Department shall be compensated at time and one half.
- Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

- The arbitrator shall not have the power to add to, or subtract from, modify or alter the terms of this Agreement and shall determine the question of arbitrability first if the question is raised by either party.
- Upon receipt of the Arbitrator's award, corrective action, if any, will be implemented as soon as feasible.

- 24.4 A grievance may be withdrawn by the grievant at any time and at any STEP of this procedure.
- 24.5 Failure of the Union or grievant, whichever is appropriate, to proceed with the grievance within the time limits herein before provided, shall result in the dismissal of the grievance.
- 24.6 This grievance procedure shall be available to both Union and non-union employees. Pursuant to Chapter 447 of the Florida Statutes, the aggrieved non-union employee may designate a representative in the grievance procedure.
- 24.7 The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the District or its representatives to respond within the time limits provided, shall entitle the Union or grievant, whichever is appropriate, to proceed to the next STEP in the grievance procedure. Business days are defined as Monday through Friday, except days the District business offices are closed.
- 24.8 The filing of a grievance shall in no way interfere with the right of the District to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance prior to and during the time the grievance has been filed, and shall not discontinue his/her duties prior to or during the time a grievance is being processed.
- 24.9 The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
- 24.10 The Union will not be required to process grievances for employees who are not members of the Union, but will be given the opportunity to be present at any grievance hearings.
- 24.11 The commencing of legal proceedings against the District in a Court of law or equity, or any other administrative agency for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the Union of its/his/her rights to resort to the grievance and arbitration procedure contained in this Agreement. In the event the Union should process an unfair labor practice charge to an administrative proceeding, it does not bar a covered employee from processing an individual grievance on a matter pertaining to the unfair labor practice charge. **END.**

Lehigh Acres Fire Control and Rescue District
Grievance Procedure Form

I, _____
(First Name, Middle, Last) (Class/Rank)

submit the following grievance which took place on _____
(Date/Time of Day)

at _____ against _____
(Location) (Name)

Statement of Grievance: _____

Details and Facts upon which grievance is based: _____

Article _____ Section _____ of the Labor Agreement alleged to
have been violated.

Remedy or Solution requested: _____

(Signature of Employee)

(Date)

STEP 1: Discussion of Grievance with Immediate Supervisor:

Resolved ☐ Unresolved ☐ Date received: _____

Submitted to STEP 2 - Date: _____

☐ Information Sheet Attached

STEP 2: Written Grievance to Battalion Chief:

Resolved ☐ Unresolved ☐ Date received: _____

Submitted to STEP 3 - Date: _____

☐ Information Sheet Attached

STEP 3: Written Grievance to Chief of Department, or his designee:

Resolved ☐ Unresolved ☐ Date received: _____

Submitted to STEP 4 - Date: _____

☐ Information Sheet Attached

STEP 4: Grievance to Arbitration:

Date Arbitration Panel Requested from FMCS: _____

******Parties may attach additional sheets as necessary throughout the Grievance Procedure******

TA'd Proposal #7:8/11/15

ARTICLE 25

STATION FACILITIES

- 25.1 Living facilities shall be provided for all employees during their assigned shifts or tours of duty. Such facilities shall include air-conditioning and heating for sleeping quarters, kitchen, showers, bathrooms and lounge for each station and shall be in working order.
- 25.2 In the event it becomes necessary for the Employer to modify or change any of the existing living facilities, it shall assure that the living facilities of each station shall not be reduced below the equivalent of those existing as of the effective date hereof.
- 25.3 The Employer shall provide parking facilities for employee vehicles at the fire station. Trailers, vehicles and/or vehicles with trailers that require more than one parking space are not permitted. It is understood that employees that bring trailers, vehicles and/or vehicles with trailers may be subject to parking outside the normal parking spaces unless space is available.
- 25.4 The Employer shall provide and maintain the following kitchen equipment: dishes, flatware, glasses, pots and pans. The quality shall be determined by the Chief of the Department, or his designee. **END.**

TA'd Proposal #1:3/25/15

ARTICLE 26

PAYDAY SCHEDULE

- 26.1 The Department's pay schedule will be biweekly (26 pay schedule cycles per year). Each pay schedule will begin on Sunday at 0800 hours and end on the second Sunday thereafter at 0759 hours.
- 26.2 Payday for each pay schedule shall be the Thursday immediately following the end of the preceding pay schedule. Employees shall be paid for all hours worked during the preceding pay schedule and all appropriate supplemental pay due, i.e., overtime, and other paid leave, etc.
- 26.3 Errors in the amount of pay due an employee which results from payroll department error shall be corrected and a new or supplemental direct deposit made as soon thereafter as possible; errors which are not the result of payroll department error shall be corrected in the next pay schedule.
- 26.4 A single direct deposit shall be made for each pay schedule cycle. **END.**

No Changes/ TA'd Proposal #6:7/9/15

ARTICLE 27

HOUSEKEEPING DUTIES

- 27.1 The routine cleaning and maintenance of the stations, facilities, vehicles and other equipment is the responsibility of the employees.
- 27.2 Those tasks which, in the opinion of the Chief of the Department, or his designee, normally require the service of a journeyman carpenter, plumber, electrician, painter, or other tradesman, may be done by employees on a voluntary basis. However, the Employer shall not require that such tasks be performed by the employees.
- 27.3 The "holiday routine" shall apply on the day prior, day of, and the day after holidays enumerated in Article 20. Holiday routine shall be construed to mean a relaxed work schedule for the duty shift, after routine station cleaning, checking of trucks and other scheduled duties have been completed. In the event certain job tasks are deemed urgent, employees shall comply with such work assignments as they may be directed to complete.
- 27.4 The holiday routine shall also apply after noon on Saturday and Sunday after any scheduled training session is completed. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 28

INVALIDATION

- 28.1 Should any article, section, or clause of this Agreement be declared illegal by a tribunal or court of competent jurisdiction or as a result of state or federal legislation which affects such article, section or clause, the Employer and the Union shall meet to modify such article, section or clause to the extent necessary to bring it into legal compliance. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.
- 28.2 No article in this agreement is enforceable if it violates any applicable Florida Statute. **END.**

No Changes/TA'd Proposal #1:3/25/15

 JV

 MSP
Union

ARTICLE 29

POSITION DEFINITIONS

The following are minimum requirements for each specified job position:

29.1 **FIREFIGHTER TRAINEE**

A newly hired person, without a State of Florida Firefighter Certificate, Florida Emergency Medical Technician Certificate, or Florida Paramedic Certificate.

29.2 **PUBLIC EDUCATION/INFORMATION OFFICER (PEIO)**

A forty (40) hour per week employee who has met the minimum qualifications of the Lehigh Acres Fire Control and Rescue District PEIO Job Description. This person has successfully completed the P.I.O. course offered through the Florida State Fire College.

29.3 **FIREFIGHTER**

A person who has a valid State of Florida Firefighter Certificate.

29.4 **EMERGENCY MEDICAL TECHNICIAN**

A person who has a valid State of Florida Emergency Medical Technician Certificate.

29.5 **FIREFIGHTER/EMERGENCY MEDICAL TECHNICIAN**

A person who has both a valid State of Florida Firefighter Certificate and a State of Florida Emergency Medical Technician Certificate.

29.6 **PARAMEDIC/FIREFIGHTER TRAINEE**

a) A person who has a valid State of Florida Paramedic Certificate, has been certified for duty as a paramedic by the Department Medical Director, and is a trainee for the State of Florida Firefighter's Certificate;

b) A person who has a valid State of Florida Firefighter's Certificate, a valid State of Florida Paramedic's Certificate and is training to be certified for duty as a paramedic by the Department Medical Director. ~~Any training period shall not exceed twelve (12) months in length unless otherwise determined by the Department's Medical Director and the Chief.~~ Such and individual may have up to twelve (12) months to obtain his credentialed status under the guidelines and criteria of the Medical Director and the Chief of the Department, or his designee.

29.7 **ENGINEER**

A person who has successfully passed a Department pump operator's examination and has fulfilled the criteria of NFPA 1001, Firefighter 1 and 2. A person who has successfully passed the Department examination and otherwise has met the qualifications established for the position, and has been promoted to the position of Engineer.

29.8 **NON-CREDENTIALLED PARAMEDIC/FIREFIGHTER**

A person who has not or has previously achieved credentialed status and has been decreased in grade due to the recommendations of the Medical Director and Chief of the Department, or his designee. Such an individual ~~will~~ may have up to twelve (12) months to obtain his credentialed status under the guidelines and criteria of the Medical Director and the Chief of the Department, or his designee. An extended probationary period may be granted by the Chief of the Department, or his designee, based on the Medical Director's recommendation. All employees on probation shall be evaluated by the Chief of the Department, or his designee, at least every thirty (30) days.

29.9

CIVILIAN INSPECTOR

A person who has received a valid ~~State of Florida~~ State Firesafety Inspector I Certificationion and is appointed to the position. This person is not a certified firefighter.

29.10

CREDENTIALLED PARAMEDIC/FIREFIGHTER

A person who has both a valid State of Florida Paramedic and Firefighter Certificate and is certified for duty as a paramedic by the Department Medical Director.

29.11

FIREFIGHTER/PARAMEDIC FIELD TRAINER

A person who has successfully passed the Department examination and otherwise has met the qualifications established for the position Firefighter/Paramedic Field Trainer.

29.12

CREDENTIALLED PARAMEDIC/ENGINEER

A person who has a valid State of Florida Paramedic certificate and is certified for duty as a paramedic by the Department's Medical Director and fills the position of Engineer.

29.13

LIEUTENANT

A person who has successfully passed the Department examination and otherwise has met the qualifications established for the position, and has been promoted to the position of Lieutenant.

29.14

CREDENTIALLED LIEUTENANT/PARAMEDIC

A person who has successfully passed the Department examination and otherwise has met the qualifications established for the position, and has been promoted to the position of Lieutenant. This person has a valid State of Florida Paramedic certificate and is certified for duty as a paramedic by the Department's Medical Director.

29.15

INSPECTOR

A person who has a valid State of Florida Firefighter Certificate. A person who has received a valid ~~State of Florida~~ State Firesafety Inspector I Certificationion and is appointed to the position.

29.16

MECHANIC

A person who is employed as a vehicular mechanic.

Each person in each grade shall be responsible for the duties assigned to him by the Chief of the Department, or his designee. **END.**

TA'd Proposal #6:7/9/15



District



Union

ARTICLE 30

RESIDENCY

- 30.1 An employee of the Lehigh Acres Fire Control and Rescue District must, within three (3) months after completing their initial probationary period, reside within the State of Florida. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 31

TRANSPORTATION

- 31.1 The Employer agrees to provide transportation for all employees, if requested, while on duty. If an employee must change his duty station after reporting for duty and uses Department transportation to do so, he shall be returned to his original station ~~prior to shift change or~~ and will not be eligible to receive overtime. ~~until so returned.~~ **END.**

TA'd Proposal #6:7/9/15

ARTICLE 32

UNION BUSINESS

- 32.1 The Employer and the Union agree to provide Union Representatives who are employed by the District time off to engage in Union business, including for those purposes set forth below in sections 32.2 and 32.3, in accordance with the following provisions. The District shall consider and process requests for such time off, taking into consideration the operational and staffing needs of the District in light of the provisions herein.
- 32.12 The Employer agrees to allow the District 6 Vice President time off duty without any loss of pay or FLSA overtime for the monthly Union meetings ~~so long as~~ provided such absence does not interfere with the operations of the Department, result in overtime, or allow staffing ~~does not~~ to fall below the minimum staffing requirements. This will include Executive Board meetings when required.
- 32.23 The Employer agrees to allow the District 6 delegate time off duty without any loss of pay or FLSA overtime to attend the yearly annual FPDF convention ~~so long as~~ provided such absence does not interfere with the operations of the Department, result in overtime, or allow staffing ~~does not~~ to fall below the minimum staffing requirements. ~~as determined by the Chief.~~
- 32.34 Requests for time off for Union business shall be submitted to the Chief of the Department, or his designee, for approval at least sixty-eight (68) hours ~~prior to the time the employee needs off~~ in advance of the commencement of the leave.
END.

TA'd Proposal #6:7/9/15

ARTICLE 33 40

DURATION OF AGREEMENT

- ~~33.1~~ 40.1 The term of this agreement is between October 1, 2012 2015 and September 30, 2015 2018. All provisions of this agreement shall be effective upon ratification and shall thereafter continue in full force and effect until September 30, 2015 2018.
- ~~33.2~~ 40.3 Negotiations for a successor agreement shall begin on a mutually agreed upon date between the Union and the District, with the first negotiating session to take place by no later than April 1, 2015 2018, unless both parties agree upon an alternate date(s). **END.**
- ~~33.3~~ 40.2 Should either party desire to change or modify any Article in this Agreement ~~during its term~~, it shall require mutual consent. Any such change or modification shall be in writing and ratified by both parties. **END.**

TA'd Proposal #10:9/25/15

ARTICLE 34 33

PHYSICAL EXAMINATIONS AND DRUG/ALCOHOL TESTING

- 34.1 33.1 For the safety and well being of the employees and the community, the District will require ~~biennial~~ annual physical exams for all employees. ~~less than 40 years and annual physicals for employees 40 years of age and older and~~ Annual routine fitness-for-duty drug/alcohol testing will be required for all employees.
- 34.2 33.2 Drug and alcohol testing requirements of ~~the~~ District employees, including but not limited to; routine fitness-for-duty, reasonable suspicion testing, post-accident testing, follow-up testing, etc., are intended to comply with the Drug Free Workplace Program requirements set forth in Section 440.102, Florida Statutes, and the implementing regulations promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers Compensation.
- 34.3 33.3 All required physical exams and drug/alcohol tests will be performed by a physician of the District's choice and ~~shall be performed~~ at the District's expense. The required exams and tests will be scheduled for all employees while they are on duty. The required exams and tests may reference NFPA 1582, current edition. The District, in its sole discretion, may elect to submit all required physical exams and drug/alcohol tests through the District provided health insurance carrier for payment. A challenge to a drug/alcohol test result, including verification testing, shall be at the expense of the employee.
- 34.4 33.4 The physical exams and drug/alcohol tests required of employees shall be in accordance with District policy and this agreement.
- 34.5 33.5 Any results of the physical examination and Drug/Alcohol tests shall be held strictly confidential as described in the Lehigh Acres Fire Control and Rescue District's Annual Physical Exam and Drug/Alcohol Testing Policy. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 35 34

WORKING HIGHER CLASSIFICATION OR MOVE-UP

- ~~35.1~~ 34.1 The District and the Union agree to maintain working higher classification or move-up eligibility lists for the positions of Engineer, Lieutenant, and Battalion Chief. Such eligibility lists shall list the names of eligible candidates.
- ~~35.2~~ 34.2 The District shall create a task list for each position to be completed by eligible candidates in a mentoring fashion. The task list shall be agreed upon by the Chief of the Department, or his designee, and the Union representative.
- ~~35.3~~ 34.3 For the positions of Engineer and Lieutenant the task list shall be completed with and signed off by the candidate's shift Training Lieutenant, to be reviewed by the Fire Training Captain.
- ~~35.4~~ 34.4 For the position of Battalion Chief the task list shall be completed with and signed off by the candidate's Battalion Chief, to be reviewed by the Fire Training Captain.
- ~~35.5~~ 34.5 An employee, who meets the requirements of District 19 working higher classification or move-up process, will be allowed to perform the duties and accept the responsibilities of the position.

~~35.6~~ 34.6 ELIGIBLE WORKING HIGHER CLASSIFICATION OR MOVE-UP POSITIONS

- A. ENGINEER: The following prerequisites must be met prior to making application for the assessment process:
- A minimum of two (2) years as a shift employee with Lehigh Acres Fire Control and Rescue District.
 - Must possess and maintain a Florida EMT or Paramedic Certification.
 - Must possess a Florida State Apparatus & Pump Operator Certification.
 - ~~Must possess a Florida Pump Operators Certificate.~~
 - An approved Aerial Operations course certification.
 - ~~An approved Driver/Operator course certification.~~
 - A Drivers License applicable to current law or changes thereof.
- B. LIEUTENANT: The following prerequisites must be met prior to making application for the assessment process:

- A minimum of four (4) years working as a shift employee with Lehigh Acres Fire Control and Rescue District, or two (2) years service at an approved career fire department and two (2) years as a shift employee with the Lehigh Acres Fire Control and Rescue District.
 - Must possess and maintain a Florida EMT or Paramedic Certification.
 - Must possess a Florida State ~~Certification as a Fire Officer I~~ Certification.
 - Must currently hold the position of Engineer or if a Firefighter, have ~~an approved Driver/Operator course certification~~ a Florida State Apparatus & Pump Operator Certification.
 - A Drivers License applicable to law or any changes thereof.
 - Must have attained twenty (20) ~~thirty (30)~~ college credits in Fire Science, Emergency Medical Services, or related fields from an accredited college or university.
- C. BATTALION CHIEF: The following prerequisites must be met prior to making application for the assessment process:
- A minimum of three (3) years working as a Lieutenant as a shift employee with Lehigh Acres Fire Control and Rescue District.
 - Must possess and maintain a Florida EMT or Paramedic Certification.
 - Must possess a Florida State ~~Certification as a Fire Officer I~~ Certification.
 - A Drivers License applicable to law or any changes thereof. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 36 35

FAMILY AND MEDICAL LEAVE POLICY

~~36.1~~ 35.1 Purpose and Coverage

Lehigh Acres Fire Control and Rescue District (the "District") provides family and medical leaves of absence to eligible employees in certain circumstances in accordance with the Family and Medical Leave Act of 1993 (FMLA) and applicable DOL regulations. FMLA leave, as well as leaves for family and medical reasons for employees not eligible for FMLA leave, are provided in accordance with policy adopted by the Board of Commissioners. **END.**

No Changes/TA'd Proposal #1:3/25/15

ARTICLE ~~37~~ 36

SENIORITY

- ~~37.1~~ 36.1 "District Seniority" or "Continuous Department Seniority" is defined as the length of time an employee has been continuously employed in any capacity ~~in~~ with the District and shall mean the most recent date of employment.
- ~~37.2~~ 36.2 Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor or where specifically designated for the determination or relative standing between employees.
- ~~37.3~~ 36.3 An employee's seniority standing shall be lost whenever he or she: resigns or retires; is involuntarily terminated; fails to report to work after layoff within ten (10) calendar days after the date of delivery of the recall Notice to Return to Work is first attempted by certified mail, return receipt requested; fails to report for work on the next regular scheduled working day following the end of a Leave of Absence unless otherwise approved by the Employer; gives a false reason for obtaining a Leave of Absence; or is otherwise absent from work for any reason for a period of twelve (12) months except as provided in this Agreement; accepts full-time employment not held prior to commencement of the Leave of Absence during the time that he/she is on such approved Leave of Absence. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 38 ~~37~~

PROBATION

- ~~38.1~~ 37.1 Employees who are newly hired from outside the District are required to complete a minimum of six (6) months, up to one (1) year, probationary period in the new position. Employees will be evaluated at thirty (30) day intervals by supervisory staff. Upon the completion of their probationary period, the Battalion Chief will make a recommendation to either place the employee on permanent status or terminate their employment with the District.
- ~~38.2~~ 37.2 During this new hire probationary period, management shall make reasonable efforts to provide appropriate instruction and training for the employee to succeed in the new position.
- ~~38.3~~ 37.3 Any performance deficiencies shall be identified and documented in writing during the probationary period. The employee shall make every effort to correct any performance deficiency immediately. In the event the employee's performance and/or conduct during a probationary period does not meet management's expectations, and it is determined by management in its sole discretion not to retain the employee in the new position, the employee's employment shall be terminated with the District.
- ~~38.4~~ 37.4 Incumbent employees who are promoted are required to complete a six (6) month probationary period in the new position. Employees will be evaluated at thirty (30) day intervals by supervisory staff. The six (6) month probationary period may be extended at management's discretion for a period not to exceed three (3) months.
- ~~38.5~~ 37.5 During this probationary period for incumbent employees, management shall make reasonable efforts to provide appropriate instruction and training for the employee to succeed in the new position.
- ~~38.6~~ 37.6 Any performance deficiencies shall be identified and documented in writing during the probationary period. The employee shall make every effort to correct any performance deficiency immediately. In the event the employee's performance and/or conduct during a probationary period does not meet management's expectations, and it is determined by management in its sole discretion not to retain the employee in the new position, the employee shall be returned to their previous rank and classification without any loss of seniority.
- ~~38.7~~ 37.7 Upon return to their previous rank and classification, the employee shall be paid at their old pay rate or the current pay rate in effect for the job classification, whichever is greater.
- ~~38.8~~ 37.8 In the case where management determines not to retain an employee in their new position; the decision must be based on a legitimate, non-arbitrary, and non-capricious reason(s).

~~38.9~~ 37.9 Any employee, new hire or incumbent, who is not retained in their new position, shall be provided a written explanation for the decision. All supporting documentation will be included with this written explanation. **END.**

TA'd Proposal #6:7/9/15

ARTICLE 39 38

DISCIPLINE AND DISCHARGE

- 39.1 38.1 Discipline (with just cause) shall include oral reprimand, written reprimand, suspension ~~without pay~~, demotion, and discharge from employment.
- 39.2 38.2 Disciplinary action must be taken within ninety (90) calendar days of the ~~time the District actually became aware of the violation~~ completion of the Administrative Hearing, unless extenuating circumstances justify an extension to this time period. All extensions must be submitted to the Union DVP in writing. The Chief of the Department, or his designee, will have the final authority to extend this time period.
- 39.3 38.3 An employee may be placed on probation for just cause, this probationary period shall not exceed one (1) year.
- 39.4 38.4 Previous disciplinary actions shall not be considered in determining the appropriateness of discipline after the time periods as follows:
- Oral Reprimand – One (1) year
 - Written Reprimand – Two (2) years
 - Suspension – Permanent
 - Demotion – Permanent
 - ~~Removal from service~~ Discharge from employment (termination) – Permanent. **END.**

TA'd Proposal #7:8/11/15

ARTICLE 40 39

CREDENTIALLING PROGRAM

40.1 39.1 This Article defines the process for employees to become credentialed paramedics.

40.2 39.2 The Fire Chief of the Department must approve to fill any vacancies. To enter the Credentialing Program the employee must:

- Hold a valid driver's license
- Hold a valid Florida Paramedic Certificate
- Write a letter of request to the ~~EMS Coordinator~~ Chief of the Department, or his designee.
- Score a minimum of 80% ~~or above~~ on the pre-credential written exam.
- If the employee does not pass any portion of the pre-credential written exam, they may retake that portion after thirty (30) days.
- Any employee that is currently on probation must have written permission from their Battalion Chief to enter the credentialing program.

40.3 39.3 The pre-credential written exam shall be ~~created~~ administered by the EMS Coordinator District and include 100 questions ~~from a test bank~~ approved by the Medical Director.

40.4 39.4 Upon successful completion of the pre-credential written exam, the employee shall be assigned to an FTO to complete the credentialing manual.

- The FTO shall provide a written evaluation of the employee to the EMS Coordinator on the first shift of each month.
- The employee, FTO, and ~~EMS Coordinator~~ Chief of the Department, or his designee, shall meet every three (3) months to evaluate the employee's progression in the program.

40.5 39.5 In the event the employee is not making progress in the Credentialing Program:

- The FTO must provide a written ~~recommendation—including~~ documentation of the employee's performance. ~~to remove the employee from the Credentialing Program.~~
- The employee, FTO, ~~EMS Coordinator~~ Chief of the Department, or his designee, and Battalion Chief shall meet to discuss removal of the employee from the Credentialing Program. The ~~Battalion Chief~~ Chief of the Department, or his designee, shall make the final decision within ~~two (2) shifts~~ ten (10) business days.
- If the employee is removed from the program, they may re-enter the program one (1) year from the date of removal.
- If the employee voluntarily removes themselves from the program, they may re-enter the program at a later date if a FTO is available.

- 40.6 39.6 Upon successful completion of the credentialing manual and with written consent of the FTO, the employee must successfully complete:
- The written protocol test with a minimum score of 80%.
 - A practical assessment created by the ~~EMS Coordinator~~ District.
- 40.7 39.7 Upon successful completion of the protocol test and practical assessment the employee will conduct an oral interview with the Medical Director. This will be a pass/fail interview.
- The Medical Director will determine the questions developed for this interview.
 - The Medical Director shall make the final recommendation for the employee to function as a Paramedic under his license.
- 40.8 39.8 If the employee fails the interview with the medical director the employee will be allowed to interview again, unless this will exceed ~~the~~ a twelve (12) month time frame. ~~to complete the program.~~
- 40.9 39.9 If the employee does not successfully complete all the requirements of the program ~~within twelve (12) months, the employee shall be removed from the program. unless this time frame is extended by the Medical Director and the Chief of the Department, or his designee. The employee is not guaranteed a twelve (12) month time frame to complete the program and can be removed at any time in accordance with section 39.5 of this Agreement.~~
- 40.10 39.10 The District shall not remove an employee's paramedic incentive unless the employee has their credentials removed or suspended by the Medical Director, the State of Florida or other authorized investigating agency, or if the employee fails to meet all recertification requirements of the State of Florida and/or the Medical Director.
- 40.11 39.11 When an approved paramedic position becomes available, the employee who has been credentialed the longest shall receive the incentive. In the event that more than one (1) employee is credentialed on the same day, the employee with the most District seniority shall receive the incentive.
- 40.12 39.12 Credentialed paramedics who do not receive the paramedic incentive shall not be the only paramedic assigned to an ALS unit. **END.**

TA'd Proposal #7:8/11/15

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as dated below:

Lehigh Acres Fire Control and Rescue District Board of Fire Commissioners

David Adams

Dated: _____

Larry Becker

Dated: _____

Linda Carter

Dated: _____

Cathy Kruse

Dated: _____

Matt Smith

Dated: _____

John R. Wayne
Fire Chief

Dated: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ th day of _____, 2015.

Southwest Florida Professional Firefighters & Paramedics, Local 1826, IAFF, Inc.

J.P. Duncan, President
IAFF Local 1826

Dated: _____