
UNION CONTRACT



Excellence, Safety, Valor, Integrity, Dedication

COLLECTIVE BARGAINING AGREEMENT

An Agreement between

**The Lehigh Acres Fire Control and Rescue District
Board of Commissioners**

and

**The Southwest Florida Professional Fire
Fighters and Paramedics Local 1826, IAFF,
Inc.**

Local #1826 – District 6

Effective: October 1, 2018 through September 30, 2021

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Article 1



2018
2021

PREAMBLE

- 1.1.) In accordance with Chapter 447 of Florida Statutes, this Agreement is entered into by and between the Board of Commissioners of the Lehigh Acres Fire Control and Rescue District, (hereinafter referred to as the "Employer" or "District"); 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 interests of the public, Employer and employees by providing the highest level of pre-hospital medical care and fire service to the community. **END.**

Article 2



2018
2021

RECOGNITION

- 2.1.) The Union recognizes the Board of 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 "Fire Chief" refer to the Employer as defined in paragraph 1 of this article. The term "Chief" shall also mean Fire Chief's designee(s) and management personnel such as Deputy Chief, Assistant Chiefs and Division Chiefs, following the organization chart. The Chief of the department shall have the ultimate responsibility of his/her designee(s) decision.
- 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.**

Article 3



2018
2021

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 or membership in the Union. Employees shall also not be discriminated against for exercising their right to refrain from engaging in such activities. **END.**

Article 4



2018
2021

PAYROLL DEDUCTION

- 4.1.) The Employer agrees to deduct dues from each paycheck 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 cancelled 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. Ameritas
 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 of 1986, as amended (IRS 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, Ameritas 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 Fire Chief, or his designee, will make the determination regarding the appropriate level of employee fiscal responsibility.
END.

Article 5



2018
2021

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 this 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.
- 5.2.) In the event that a dispute arises from this article, in reference to rights, privileges, and working conditions, the Labor-Management Committee may meet in an attempt to discuss the dispute. **END.**

Article 6 2018 2021

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.**

Article 7



2018
2021

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 unless the promotion is a lateral pay grade move (e.g. F.T.O promotes to Engineer). 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, 2018 – September 30, 2021 the following pay plan will be in effect:

Certified EMT or Credential Paramedic Firefighter Trainee step 1:

56-hour:

Step 1 - \$13.598 per hour (\$37,476.09 per year)

Step 2 - \$14.226 per hour (\$39,206.86 per year)

Step 3 - \$14.853 per hour (\$40,943.87 per year)

Firefighter base step plan starting with probationary FF step 1:

56-hour:

Step 1 - \$15.461 per hour (\$42,610.516 per year)

Step 2 - \$16.120 per hour (\$44,426.720 per year)

Step 3 - \$16.781 per hour (\$46,248.436 per year)

Step 4 - \$17.440 per hour (\$48,064.640 per year)

Step 5 - \$18.101 per hour (\$49,886.356 per year)

48-hour:

Step 1 - \$17.071 per hour (\$42,609.220 per year)

Step 2 - \$17.799 per hour (\$44,426.300 per year)

Step 3 - \$18.529 per hour (\$46,248.380 per year)

Step 4 - \$19.257 per hour (\$48,065.470 per year)

Step 5 - \$19.986 per hour (\$49,885.060 per year)

Mechanic base step plan starting with probationary step 1:

Step 1 - \$22.710 per hour (\$47,236.800 per year)

Step 2 - \$24.469 per hour (\$50,895.520 per year)

Step 3 - \$26.225 per hour (\$54,548.000 per year)

RW

CS

Step 4 - \$27.984 per hour (\$58,206.720 per year)
Step 5 - \$29.740 per hour (\$61,859.200 per year)

PEIO base step plan starting with probationary PEIO step 1:

Step 1 - \$22.710 per hour (\$47,236.800 per year)
Step 2 - \$24.469 per hour (\$50,895.520 per year)
Step 3 - \$26.225 per hour (\$54,548.000 per year)
Step 4 - \$27.984 per hour (\$58,206.720 per year)
Step 5 - \$29.740 per hour (\$61,859.200 per year)

Engineer base step plan starting with probationary Eng step 1:

56-hour:

Step 1 - \$18.673 per hour (\$51,462.788 per year)
Step 2 - \$19.615 per hour (\$54,058.940 per year)
Step 3 - \$20.558 per hour (\$56,657.848 per year)
Step 4 - \$21.500 per hour (\$59,254.000 per year)
Step 5 - \$22.459 per hour (\$61,897.004 per year)

48-hour:

Step 1 - \$20.618 per hour (\$51,462.530 per year)
Step 2 - \$21.658 per hour (\$54,058.370 per year)
Step 3 - \$22.699 per hour (\$56,656.700 per year)
Step 4 - \$23.740 per hour (\$59,255.040 per year)
Step 5 - \$24.799 per hour (\$61,898.300 per year)

Firefighter/Paramedic Field Trainer starting with probationary step 1:

56-hour:

Step 1 - \$18.673 per hour (\$51,462.788 per year)
Step 2 - \$19.615 per hour (\$54,058.940 per year)
Step 3 - \$20.558 per hour (\$56,657.848 per year)
Step 4 - \$21.500 per hour (\$59,254.000 per year)
Step 5 - \$22.459 per hour (\$61,897.004 per year)

48-hour:

Step 1 - \$20.618 per hour (\$51,462.530 per year)
Step 2 - \$21.658 per hour (\$54,058.370 per year)
Step 3 - \$22.699 per hour (\$56,656.700 per year)
Step 4 - \$23.740 per hour (\$59,255.040 per year)
Step 5 - \$24.799 per hour (\$61,898.300 per year)

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

Step 1 - \$22.222 per hour (\$46,222.28 per year)
Step 2 - \$23.943 per hour (\$49,802.23 per year)
Step 3 - \$25.661 per hour (\$53,375.75 per year)
Step 4 - \$27.383 per hour (\$56,955.70 per year)
Step 5 - \$29.101 per hour (\$60,529.23 per year)

Inspector base step plan starting with probationary Inspector step 1:

Step 1 - \$27.036 per hour (\$56,424.800 per year)
Step 2 - \$28.385 per hour (\$59,040.800 per year)
Step 3 - \$29.686 per hour (\$61,746.880 per year)
Step 4 - \$31.094 per hour (\$64,675.520 per year)
Step 5 - \$32.444 per hour (\$67,483.520 per year)

Lieutenant base pay plan starting with probationary Lieutenant Step 1:

56-hour:

Step 1 - \$22.820 per hour (\$62,891.920 per year)
Step 2 - \$23.762 per hour (\$65,488.072 per year)
Step 3 - \$24.706 per hour (\$68,089.736 per year)
Step 4 - \$25.647 per hour (\$70,683.132 per year)
Step 5 - \$26.589 per hour (\$73,279.284 per year)

48-hour:

Step 1 - \$25.197 per hour (\$62,891.710 per year)
Step 2 - \$26.237 per hour (\$65,487.550 per year)
Step 3 - \$27.279 per hour (\$68,088.380 per year)
Step 4 - \$28.319 per hour (\$70,684.220 per year)
Step 5 - \$29.359 per hour (\$73,280.060 per year)

- 7.2.) Effective October 1, 2019 a 4% increase will be applied to the current base salary.
- 7.3.) Effective October 1, 2020 a 4% increase will be applied to the current base salary.
- 7.4.) 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" 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

- 7.5.) 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 - \$0.325 per hour or \$676.00 per year
- 10 years - \$0.650 per hour or \$1,352.00 per year
- 15 years - \$0.975 per hour or \$2,028.00 per year
- 20 years - \$1.301 per hour or \$2,706.00 per year
- 25 years - \$1.950 per hour or \$4,056.00 per year

7.6.) 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 \$1.089 per hour. Employees that are assigned to an ALS ambulance shall receive a temporary increase for each hour worked of \$1.50 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 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 \$4.718 per hour. Employees that are assigned to an ALS ambulance shall receive a temporary increase for each hour worked of \$1.50 per hour. Paramedic pay will be effective the following shift after an employee completes the department credentialing program and successfully passes the credentialing process with the department's medical director.

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 only to 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 \$1.50 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 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 \$1.50 per hour. Paramedic pay will be effective the

following shift after an employee completes the department credentialing program and successfully passes the credentialing process with the department's medical director.

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.

- 7.7.) All employees that are credentialed as paramedics, regardless of rank, shall be subject to ambulance ride time at the department's discretion.
- 7.8.) 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.**

Article 8



2018
2021

OVERTIME PAY

8.1.) 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.

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 rate of pay.

40-hour:

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.) At the employee's option, in lieu of monetary overtime compensation, the employee 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 up to a maximum number of 72 hours. Such accrued compensatory time hours must be used in the calendar year in which it was earned. Compensatory time off will be permitted based upon the staffing needs of the District.
- 8.3.) The Employer reserves the right to determine proper staffing in each respective job grade.
- 8.4.) Overtime will be offered respective grade by respective grade. Overtime will begin January 1st of each year with all eligible employees ranked grade by grade in the agreed electronic system to determine the order that overtime is offered and all overtime hours starting from zero (0). The Battalion Chief on duty will be responsible for scheduling and updating the overtime list with the approval and under the supervision of the District 6 DVP and the Fire Chief, or his designee. 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 added into the electronic system by grade and their overtime hours placed at zero (0). The employee shall provide a secondary means of contact for overtime. All employees eligible for the overtime will be notified simultaneously, and the overtime will be available for a fifteen (15) minute time period. The employee with the lowest yearly overtime hours, who accepts the available overtime within the time period shall be given the overtime. If employees have the same amount of hours in their yearly overtime hours the employee who accepted the overtime first shall be given the overtime. All employees are eligible for local emergency callback.

- 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 higher 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 higher pay grades in sequence until someone can be found to be ordered in.
- 8.7.) If an employee is ordered in to fill an overtime position on a holiday as outlined in Article 20, he/she shall be paid two (2) times his/her hourly rate for all hours worked.
- 8.8.) 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 overtime list does not apply.
- 8.9.) When emergency leave is requested during a tour of duty, the Battalion Chief 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 Fire Chief, or his designee. **END.**

Article 9



2018
2021

HOURS OF WORK

9.1.) 48-hour Shift 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 Fire Chief, 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. To ensure adequate and balanced staffing levels employees may be reassigned to different shifts to meet the operational needs of the District. Such shift changes will be given a twenty-one (21) day notice prior to such change. Assigned Kelly days may be adjusted to meet the operational needs of the District. The first day of a twenty-one (21) day or less work cycle begins the first (1st) day after the first (1st) Kelly day. Any employee that wishes not to receive a Kelly day may choose to opt-out, one time only, and continue to work a fifty-six (56) hour work week. "This one time election to opt-out, if elected by an employee, shall remain in effect with the employee being unable to opt back in for the duration of this Agreement, including any status quo period."

56-hour Shift Employees:

All employees hired after October 1, 2015:

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 Fire Chief, 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.

9.2.) On the anniversary of the employee's fourth year (48 months) of service, the employee will have the option to convert to a 48-hour work schedule and receive a Kelly day.

9.3.) All new hires shall be subjected to an orientation program established by the Fire Chief, or his designee. This program shall consist of two (2) forty (40) hour orientation work weeks 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 Fire Chief, or his designee.

- 9.4.) Non-shift employees shall work forty (40) hours per week, with the scheduling of hours and days (Monday - Saturday) to be determined by the Fire Chief, or his designee, and have an unpaid hour off for lunch. The employee may choose to work during lunch with the approval of the Fire Chief, or his designee. This will count towards hours worked for that day.
- 9.5.) Any employee attending extended mandatory education for minimum standards fire school shall receive his full pay and benefits while attending minimum standards fire school.
- 9.6.) 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.
- 9.7.) 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, 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 fourth 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.) At any time during the remainder of this current Agreement, any employee working a forty-eight (48) hour work week may choose to opt-out and change to a fifty-six (56) hour work week. This one-time election to opt-out, if elected by employee, shall remain in effect with the employee being unable to opt back in for the duration of this Agreement, including any status quo period."

If at any time during the term of this Agreement, the District changes the fire fee taxing methodology as a revenue source, the District and Local 1826, District 6 mutually agree that all employees who have been employed with the District for one (1) year or greater shall have the option to convert from a fifty-six (56) hour employee to a forty-eight (48) hour employee and receive a Kelly day. Such transfer shall take place within 90 days after the new taxing methodology is funded and takes effect. **END.**

Article 10



2018
2021

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 Fire Chief, or his designee.
- 10.2.) Callback for all employees who are called back to work while off tour by the Fire Chief, 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 Fire Chief, or his designee, may waive the established call in procedures outlined in Article 8.
- 10.4.) Currently the District does not mandate any employee to be on call. Should an employee be mandated to be on call, the employee shall receive two (2) hours of straight pay for each day they are on call. Additionally, if the employee is called back to work he/she shall receive compensation for hours worked. **END.**

Article 11



2018
2021

MANAGEMENT AND EMPLOYEE RIGHTS

- 11.1.) Management rights as provided by law are hereby preserved.
- 11.2.) The Board of Commissioners 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.**

Article 12



2018
2021

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 twelve (12) 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.**

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Article 13



2018
2021

PERSONNEL REDUCTIONS

- 13.1.) Reduction of personnel shall be based upon Continuous Departmental Seniority (defined in Article 36.1). Employees with the least seniority will be laid-off first with two (2) weeks prior notice.
- 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, reduction in rank shall then 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, with any such displaced employee enjoying a right of automatic recall to the next vacancy from which the employee was reduced. Employees returned to their previous rank in this manner will maintain their original promotion date as if they were never reduced in rank.
- 13.3.) For purposes of recall, employees laid off in accordance with this article shall eligible to be returned to work for up to a period of 18 months (540 days) as follows:
- (a) If a vacancy occurs for any reason, employees laid off will be recalled to work based on Continuous Departmental Seniority as established on the recall list.
 - (b) The Employer shall call the employee's last known telephone number, and if no response, shall send via regular mail and certified mail, return receipt requested, to the last known address of any laid-off employee being recalled to duty. It is the responsibility of the laid-off employee(s) to provide in writing to Human Resources any changes of address or telephone number during the 18 months (540 days) recall period. During this recall period, laid-off employee(s) will be granted access, at no cost, to the online training platform(s) that the District is using during that time. 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 or the recall period expires.
 - (c) If the recalled employee refuses to return to work, or if the recalled employee does not provide the Human Resources Manager with a written response by certified mail, return receipt requested, within fourteen (14) calendar days of notification, such individual's recall rights under this Agreement are lost.
 - (d) A recalled employee(s) shall be considered continuously employed with the department for purposes of time in service and time in grade seniority.

- 13.4.) 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 Fire Chief or his designee.
- 13.5.) Veteran's Preference – For the purposes of layoff and recall, but not for any other purpose, Continuous Departmental 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.**

Article 14



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PROMOTIONS

- 14.1.) It is the policy of the 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 Fire Chief, 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 eligibility list will be maintained for one (1) year from certification, unless a longer period of time is agreed upon by the District and the Union, and will not exceed two (2) years from the original certification of the list.
- 14.3.) 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 employee applicant possesses the necessary qualifications, credentials, and skills for the position, as outlined in this article.
- 14.4.) 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 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 the District. 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. 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 District shall post notice no less than 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

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all source materials to be utilized. Textbook(s), 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 be eligible for placement on the eligibility list, as determined by the Fire Chief without regard to applicant identity. Promotion to the ranks of Engineer and Lieutenant will be from the appropriate eligibility lists.

(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 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.

14.7.) 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 currently be a move-up Engineer for a minimum of six (6) months.
- Must possess and maintain a Florida EMT or Paramedic certification.
- Must possess a Florida Bureau of Fire Standards and Training (BFST) Pump Operator certification.

- Must possess a Florida BFST approved Aerial Operations course certificate of completion.
- Must possess an approved EVOC course certification.
- Must possess 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 currently be a move-up Lieutenant for a minimum of six (6) months.
- Must possess and maintain a Florida EMT or Paramedic Certification.
- Must possess a Florida BFST Fire Officer I certification.
- Must possess a Florida BFST Incident Safety Officer certificate of completion.
- Must possess a Florida BFST Pump Operator certification.
- Must possess a Drivers License applicable to current law or any changes thereof.

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 |
| • DUI Conviction or adjudication withheld | 12 months |
| • Pleads Nolo Contendere to Felony Charge | 48 months |
| • Misdemeanor Conviction or adjudication withheld
(related to Florida Statute 633.351(2)) | 48 months |
| • Felony Conviction or adjudication withheld | 48 months |

14.9.) Disciplinary Probation is the term the employee is on probation for disciplinary reasons.

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

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

14.12.) 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 sixty day (60) time frame following the posting of test results.

14.13.) If an employee is bypassed in the promotional process, he/she may request and be granted a meeting with the Fire Chief, or his designee, to discuss the reasons for being bypassed, which the District agrees to provide within a sixty (60) day time frame following the decision.

14.14.) Employees who are promoted to a rank outlined in this article, and are currently in a position with the same pay scale/pay grade, will be laterally moved into the same pay grade as they were in their previous position (i.e., F.T.O promotes to Engineer).

14.15.) Rank is defined as the position obtained by successfully completing a recognized promotional process, placement on a ranked eligibility 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.**

Article 15



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VACATION

- 15.1.) The Fire Chief, 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/her 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 Fire Chief, 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 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 fourth 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 on a proper leave request form. In order for vacation requests to be considered by seniority, they must be submitted to the Fire Chief, 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 unused vacation leave 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. Shift employee vacation leave requested prior to December 1st shall be approved in twenty-four (24) hour increments first, then any remaining request shall be approved if available. 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.

Non-Shift Employees	Hours per Month	Accrued Hours per Year
From hire date to completion of 5 th year	7	84
From 6 th year to completion of 10 th year	10	120
From 11 th year to completion of 15 th year	14	168
From 16 th year to completion of 20 th year	17	204
From 21 th year to completion of 25 th year	20	240
From 26 th year until separation	26	312

48-hour Shift Employees	Hours per Month	Accrued Hours per Year
From hire date to completion of 5 th year	8	96
From 6 th year to completion of 10 th year	14	168
From 11 th year to completion of 15 th year	20	240
From 16 th year to completion of 20 th year	26	312
From 21 th year to completion of 25 th year	32	384
From 26 th year until separation	36	432

56-hour Shift Employees	Hours per Month	Accrued Hours per Year
From hire date to completion of 5 th year	16	192
From 6 th year to completion of 10 th year	18	216
From 11 th year to completion of 15 th year	22	264
From 16 th year to completion of 20 th year	30	360
From 21 th year to completion of 25 th year	36	432
From 26 th year until separation	40	480

- (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 Fire Chief 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 Fire Chief, or his designee. Cancellations must be submitted and approved in writing at least sixty-eight (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 one (1) hours for shift employees and one (1) hour 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 time period may not be ontaken 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) employees per shift will be allowed vacation time on the same calendar day. Non-shift employees do not count towards this staffing.
- (g) Vacation leave may be used in no less than four (4) hour increments by non-shift employees and 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/her regular rate of pay in effect at time of separation, not to exceed the designated 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 Fire Chief, or his designee, provided it does not interfere with the operations of the Department and/or result in overtime.

15.7.) Staffing will be adjusted in the agreed electronic system by the shift Battalion Chief thirty (30) days prior, any requests for vacation within thirty (30) days will be subject to available move-up's provided it does not interfere with the operations of the Department and/or result in overtime:

- 1.) 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.
- 2.) 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. **END.**

Article 16



2018
2021

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 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 can work for an Engineer who is a move-up Lieutenant as long they meet the qualifications of a move-up Engineer or previously held the position of Engineer. Both parties must mutually agree at the time of the exchange. One-way exchanges shall be permitted with approval of the Fire Chief, 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/she has accepted the mutual and is not able to meet his/her obligation, unless absenteeism is due to a work related injury or an absence excused by a doctor's certificate which is acceptable to the Fire Chief, or his designee. If the accepting employee does not have a work related injury or a doctor's excuse acceptable to the Fire Chief, or his designee, and has not fulfilled the mutual obligation, he/she will be responsible to reimburse the Department for the cost necessary to secure required minimum staffing. 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/she 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, unless an exchange is approved by the employee's Battalion Chief for "extenuating circumstances", at the Battalion Chief's discretion. **END.**

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Article 17



2018
2021

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)(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 Fire Chief, 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 accrue sick leave as follows:
 - (i) Non-shift employees will accrue seven (7) hours of sick leave per month, January-December.
 - (ii) Shift employees will accrue ten (10) hours of sick leave per month, January-December.
 - (iii) New probationary employees may be credited sick leave if needed in their first year at the discretion of the Fire Chief, or his designee.
- b) Employees hired after January 1st of each year will 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/she:
 - (i) Is incapacitated for the performance of his/her duties by sickness or injury that is not job related,

- (ii) Is required to give care and attendance to a member of his/her immediate family, or
 - (iii) Would jeopardize the health of others by his/her presence on duty because of exposure to a contagious or infectious disease, or
 - (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 non-shift employees returning to work after the use of any amount of sick time on two (2) or more consecutive days. 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 that meets the requirements stated in this article 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,
 - (iii) The words "without restrictions" when the employee was out of work due to an injury,
 - (iv) The employee was not able to work due to illness or injury on the dates the employee was on sick leave, and
 - (v) 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,
 - (iii) That the employee can return to work without restrictions when the employee was out of work due to an injury, and
 - (iv) 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 (239-896-0140). If the on duty Battalion Chief cannot be contacted at least one (1) hour prior to their scheduled starting time, the employee needs to leave a voice mail.
- g) If the employee does not call in sick at least one (1) hour prior to their scheduled starting time, the first offense will result in an oral reprimand with union representation. The Firefighter Bill of Rights has been waived for the oral reprimand, in this instance only. The second offense will result in a written reprimand. The third offense will result in a twelve (12) hour suspension without pay. The fourth 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/she will only be charged the amount of time he/she is sick during that shift. The Battalion Chief must be notified 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 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 fourth 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 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 District 6 Union DVP for approval, and the District 6 Union DVP will forward it to the Fire Chief, or his designee. 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 current 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 current 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.**

Article 18



2018
2021

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/her duties, and is not certified for the performance of light duty, the Employer shall pay the employee up to a maximum of ninety (90) days he/she is unable to work at his/her 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 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/her regular rate of pay under Article 18.1(a), unless the Fire Chief, 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 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 Fire Chief, or his designee, and approved by the treating physician and shall thereafter not be entitled to Worker's Compensation wages. Employees may be assigned light duty for up to a maximum of ninety (90) days. 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/her regular rate of pay under this Article 18.1(d), unless the Fire Chief, 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.

- (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.
- Must say "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 and Medical Leave Act of 1993 (FMLA) eligible employees, FMLA entitlement will run concurrent with on-duty work related leave.

18.2.) Light Duty Assignment

- (a) Employees who are to work within a light or restricted duty classification, pursuant to this article, are to report directly to the Human Resource Manager and will have their schedules determined by the Division Supervisor to whom they are assigned and approved by the Fire Chief, or his designee.
- (b) Employees who are injured while off duty may be permitted up to a maximum of 30 days of light duty, provided a licensed physician, and the Fire Chief approve.

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 Workers' Compensation related matters with the District's Human Resource Manager, or designee.
- (d) Employees are required to provide the District's Human Resource Manager, 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 Human Resource Manager, 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.**

Article 19



2018
2021

ADMINISTRATIVE LEAVE

19.1) Leaves of absence may be granted to employees with pay but without a charge to his/her 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/she shall be paid time and a half at his/her 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 Fire Chief, 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 Agreement 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/her current hourly rate.

(e) **Bereavement**

Shift employees shall be granted three (3) tours of bereavement leave with pay in the event such employee suffers the loss of a spouse, child or stepchild. Non-shift employees shall be entitled to forty (40) hours 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 twenty-four (24) hours 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 Fire Chief, 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 Fire Chief, or his designee). Nothing contained in this provision shall limit the Employer's right to suspend the employee with or without pay. If an employee is placed on administrative leave with pay, the employee may be assigned to a non-shift employee work schedule to be determined by the Fire Chief, or his designee.

19.2) Leave of absence without pay

- 1) Upon written request from an employee, he/she may be granted a leave of absence without pay for extreme circumstances 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) Other than retaining the original date of hire, no benefits will be provided during periods of leave without pay.

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

Article 20



2018
2021

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
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Patriot Day	September 11
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- 20.2.) Each shift employee shall be compensated an additional eight (8) hours of pay at the employee's current hourly rate of pay for each of the holidays listed in 20.1.
- 20.3.) Non-shift employees shall be given eight (8) hours off per holiday with pay, following the holiday schedule of administration, outlined in the Non-Bargaining Unit Employee Handbook.
- 20.4.) For an employee to be eligible to receive holiday pay he/she 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.) 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.**

Article 21



2018
2021

INSURANCE

- 21.1.) The Employer will provide health, dental, prescription program and life insurance in addition to state ADD coverage (double indemnity) for each employee, 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 premiums being paid in full by the Employer if the employee elects to have family coverage.

Effective October 1, 2018 the Employer will provide employees newly hired as of or after October 1, 2018 with health, dental, prescription program, life insurance, and long term disability insurance (LTD) if offered by the District with premiums being paid in full by the Employer. Dependent LTD coverage for employees newly hired as of or after October 1, 2018 will be available at the employee's expense in accordance with the following schedule:

1 st through 4 th year	15% employee, 85% employer
5 th and subsequent years	100% employer

It is agreed that working spouses with health insurance through their employer should be encouraged to utilize that coverage, instead of the District's group health plan. Both the Union and District recognize that doing so would reduce overall insurance costs.

The District agrees to provide an insurance subsidy payment to each employee whose dependents choose to utilize health insurance through their employer instead of the District. The subsidy payment will be fifty percent (50%) of the premium savings to the District. Payment of this subsidy will be made monthly, in the second paycheck and shall be considered taxable wages. The subsidy payment will cease when the person's employment with the District ends.

The employee is responsible to provide the District with documentation monthly to receive the subsidy payment and to notify of any change in spouse eligibility and premium contributions as they occur. The employee is liable for reimbursement of any excess subsidy payments made as a result of failing to make the notification.

Eligibility requirements for employee coverage is as follows:

- *All active employees of Employer
- *All retired employees of the Employer

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 withholding. 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 any retired employee (not family) with a minimum of twenty years of service with the District, life insurance in the amount of ten thousand (\$10,000) dollars to be paid by the Employer.
- 21.4.) 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 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.
- 21.5.) Two (2) representatives of the Union (District 6), one (1) representative of the Union (District 19) and two (2) representatives of the District shall constitute an insurance committee to ensure that the employees receive optimal health coverage and to ensure that the Employer's premiums are reasonable. The Board shall have the final approval.
- 21.6.) The Employer agrees to pay a H.I.S. (Health Insurance Subsidy) for each employee retiring from the 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 \times 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.
- 21.7.) The Employer will provide LTD insurance for each employee, as long as the Employer elects to provide such coverage.
- 21.8.) The insurance committee listed in 21.5 shall ensure that the employees receive the optimal plan, and ensure the department's premiums are reasonable. The Board of Commissioners shall have the final approval. **END.**

Article 22



2018
2021

CLOTHING ALLOWANCE

22.1) All uniforms, protective clothing and protective devices/equipment required by the employee shall be furnished by the Employer. "Department" as used within this article also includes Department-approved. Department-approved shall be any uniform or uniform accessory, which has been approved by the Fire Chief, or his designee.

22.2) Uniform Distribution:

Upon appointment, each new employee shall receive the following:

CLASS A ITEMS:

- One (1) blue dress uniform shirt long sleeve with appropriate patches;
- One (1) department silver badge;
- One (1) set of silver collar brass;
- One (1) silver name plate with last name;
- One (1) dark tie;
- One (1) black mourning band;

CLASS B ITEMS:

- One (1) short-sleeve polo with appropriate rank;

CLASS C ITEMS:

- Two (2) new BDU type pants;
- One (1) new BDU type shorts or one (1) additional BDU type pants in place of said shorts;
- Three (3) new department T-Shirts with appropriate rank;
- One (1) winter jacket;

Upon promotion to Field Training Officer (FTO), the employee will receive the following:

CLASS A ITEMS:

- One (1) department FTO gold badge;
- One (1) set of FTO gold collar brass;
- One (1) gold name plate with last name;

CLASS B ITEMS:

- One (1) short-sleeve polo with appropriate rank;

CLASS C ITEMS:

- Three (3) new department T-shirts with appropriate rank;

Upon promotion to Driver / Engineer, the employee will receive the following:

CLASS A ITEMS:

- One (1) department silver Engineer badge;
- One (1) set of silver Engineer collar brass;

CLASS B ITEMS:

- One (1) short-sleeve polo with appropriate rank;

CLASS C ITEMS:

- Three (3) new department T-Shirts with appropriate rank;

Upon promotion to Lieutenant, the employee will receive the following:

CLASS A ITEMS:

- One (1) dress coat with one gold ribbon on each sleeve and appropriate department patch;
- One (1) dress pants;
- One (1) white dress uniform long-sleeve shirt with appropriate patches;
- One (1) department lieutenant gold badge appropriate size for dress shirt;
- One (1) set of lieutenant gold collar brass appropriate size for dress shirt;
- One (1) gold name plate with last name;
- One (1) department lieutenant gold badge appropriate size for dress coat;
- One (1) set of lieutenant gold collar brass appropriate size for dress coat;

CLASS B ITEMS:

- Three (3) new short-sleeve polos with appropriate rank;

CLASS C ITEMS:

- Three (3) new department T-shirts with rank;

Upon promotion to Inspector and/or PEIO/PIO the employee will receive the following:

CLASS A ITEMS:

- One (1) dress coat and appropriate department patch;
- One (1) dress pants;
- One (1) white dress uniform long-sleeve shirt with appropriate patches;
- One (1) department Inspector or PEIO/PIO gold badge appropriate size for dress shirt;
- One (1) set of gold collar brass with proper insignia for dress shirt;
- One (1) gold name plate with last name;
- One (1) department Inspector or PEIO/PIO gold badge for dress coat;
- One (1) set of gold collar brass for dress coat;

CLASS B ITEMS:

- One (1) white short sleeve dress uniform shirt with appropriate patches;

CLASS C ITEMS:

- Three (3) new short-sleeve polos with rank;
- Three (3) new department T-shirts with rank;

Upon appointment to Mechanic, each new employee shall receive the following:

CLASS C ITEMS:

- Five (5) new BDU type pants;
- Five (5) new department T-Shirts with appropriate rank;
- One (1) winter jacket;
- \$100 boot allowance every three years for mechanics only;

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

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;
- Two (2) hoods;
- One (1) set of combo gear or wildland gear;
- 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).

22.4) “Maternity Style” Uniform:

If an employee becomes pregnant, the District shall make every effort (except in cases involving external factors beyond the control of the District) to provide “maternity style” uniforms exactly or very similar as the uniforms defined in this article and that of the uniform/uniform accessory catalog.

22.5) Shoes/Boots/Belt:

Employees will only be allowed to purchase duty shoes, boots, belt and athletic shoes that have been approved by the Fire Chief, or his designee. The costs associated with shoes, boots, and belt will be the responsibility of the employee.

22.6) Uniform/Uniform Accessory Catalog:

LAFCRD shall provide employees with an updated “Uniform Accessory Catalog,” which shall include all of the “Department” uniforms and/or uniform accessories available for order by employees. The catalog shall include, but not be limited to, the following:

- Color picture, from front and rear, of each uniform
- Color picture of each uniform accessory
- All available size/sizing information
- Manufacturer style name/number
- Component specifications
- Uniform/Uniform Accessory Order Form with uniform item cost to employee

22.7) Uniform Credit Amount and Ordering System:

1) Date of Issue and Amount:

On October 1st, of each fiscal year, the District shall credit each employee of the bargaining units with an amount of credit to be used towards the purchase of Department uniforms and/or uniform accessories. The amount to be credited to each employee shall be as follows:

- Shift & Non-Shift Employees: Three-hundred (\$300.00) dollars.
- Each employee’s credit amount shall expire and be reduced to zero (\$0.00) dollars prior to receiving their new fiscal year credit amount.

2) New Hires Pro-ration:

New hires shall have the above-referenced amount pro-rated for the fiscal year following their hire date as follows: The total credit amount shall be divided by three hundred and sixty-five (365) and rounded to the one hundred’s place. Then,

that remaining number shall be multiplied times the amount of days between the employee's hire date and the following October 1st.

3) Ordering System:

The District will process orders upon completing the proper paperwork ("Uniform/Uniform Accessory Order Form").

- 22.8) Uniforms shall be replaced at other times when approved by the Fire Chief, or his designee.
- 22.9) The place of purchase, style, fabric and quality of clothing and Personal Safety Equipment, shall be determined by the Fire Chief, or his designee.
- 22.10) In the event that an employee leaves the Department, they shall return all uniforms and safety equipment in clean condition to the Department, not including items he/she has personally purchased. 20-year employees or employees of retirement age may be permitted to retain their badge and other brass, to include certain uniforms and equipment assigned to them at the sole discretion of the Fire Chief, or his designee.
- 22.11) When an employee completes mandatory training classes or receives promotions, he shall be presented with the appropriate collar brass.
- 22.12) All uniforms shall be used for Department business only.
- 22.13) Uniform Care:
- Employees will be responsible for the care and cleaning of their uniforms. Those items listed in this article, which by virtue of the manufacturer's cleaning instructions require treatment other than normal washing, shall be cared for at the expense of the District. If any items as outlined in this article are damaged during work hours, and upon completing the proper paper work ("Uniform/Uniform Accessory Order Form"), the District will provide replacements (at no cost to the employee's annual credit) within thirty (30) calendar days (timelines are strictly enforced except in cases involving external factors beyond the control of the District).
- 22.14) 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 and present the damaged article before reimbursement from the Department.
- 22.15) In the event an employee misplaces his/her assigned safety equipment, he shall have the monetary amount for said item(s) deducted from his/her 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.

- 22.16) 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 Fire Chief, or his designee.
- 22.17) The Employer shall supply each employee with a new identification card and wallet-style badge. **END.**

Article 23



2018
2021

EDUCATION

- 23.1) The Employer shall allow each employee to attend mandatory classes while on duty, with the approval of the Fire Chief, 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 Associate's Degree or Bachelor's Degree in 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 (BFST). Payment shall begin upon receipt of confirmation from the BFST.
- 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/she 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 Fire Chief, or his designee, for approval at least five (5) 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 \$0.490 per hour increase for shift employees and \$0.6492 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.
- 23.6) 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 \$0.6492 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.
- 23.7) Eligible Educational Pay Requirements:

- 1) Florida BFST Fire Officer I Certification
 - 2) Florida BFST Fire Officer II Certification
 - 3) Florida BFST Fire Officer III Certification
 - 4) Florida BFST Firesafety Inspector I Certification
 - 5) Florida BFST Firesafety Inspector II Certification
 - 6) Florida BFST Fire Service Instructor I, II, or III Certification
 - 7) Florida BFST Safety Officer Certification
 - 8) Florida BFST Health & Safety Officer Certification
 - 9) Florida BFST Incident Safety Officer Certification
 - 10) Florida BFST Fire Investigator I
 - 11) Florida BFST Fire Investigator II
 - 12) Florida BFST Pump Operator Certification
 - 13) AHA BLS Instructor Certification
 - 14) AHA ACLS Instructor Certification
 - 15) AHA PALS Instructor Certification
 - 16) Associate's Degree in an approved field (as defined in 23.2 above)
 - 17) Bachelor's Degree in an approved field (as defined in 23.2 above)
 - 18) Master's Degree approved by the District
- 23.8) In addition to the above, any employee filling the full-time position of Fire Inspector or PEIO in the District 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 \$0.6492 per hour increase in pay for each applicable requirement:
- 1) CPR Instructor
 - 2) Basic First Aid Instructor
 - 3) Clowning I
- 23.9) Any employee filling the full time position of Mechanic in the District shall be eligible for a \$0.6492 per hour increase in pay if he/she acquires and maintains any E.V.T. course certification. The Mechanic shall be eligible for this benefit for each E.V.T. course certification (maximum of 5), to a maximum \$3.246 per hour benefit.
- 23.10) 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.
- 23.11) Any employee who obtains a Florida BFST Fire Service Instructor I, II, or III Certification, or American Heart Association (AHA) BLS, ACLS, or PALS instructor educational pay increase shall:
- 1) Teach or assist in fire-related training as assigned by the Fire Chief, or his designee.
 - 2) Teach or assist in EMT or Paramedic in-house refresher certification, or training, as assigned by the Fire Chief, or his designee.
 - 3) These hours will be assigned during the employee's normal working hours.
- 23.12) Employees who have obtained a Municipal Fire Inspectors Certificate shall participate in Fire Prevention related duties as assigned by the Fire Chief, or his designee. These hours will be assigned during the employee's normal working hours.

- 23.13) 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.
- 23.14) Employees attending courses related to their job descriptions 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 guidelines. It is the employee's responsibility to contact the Battalion Chief 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 guidelines. 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.
- 23.15) Any employee who does not successfully complete the required firefighter paramedic trainee requirements in Article 29 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. **END.**

Article 24



2018
2021

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 complete his/her Grievance Procedure Form (grievance form) which is available in this Agreement, in the department's electronic database, or from the local Union office, within ten (10) business days of the date on which the grievance arose in the following manner:

STEP 1:

- An employee shall utilize the chain of command outlined in the organizational chart to submit his/her grievance in writing to a Chief Officer. The Chief Officer shall attempt to adjust the grievance with the aggrieved employee, 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 1, the aggrieved employee and/or the Union Representative may submit the grievance, within ten (10) business days, to the Fire Chief, or his designee.

STEP 2:

- The Fire Chief, or his 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 2, the aggrieved employee and/or the Union representative may submit the grievance to arbitration.

STEP 3:

- 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 2. 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 (grievant) 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 hereinbefore 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 take 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

*****This Form is in Aladtec*****

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

The following grievance 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: Written Grievance to Chief Officer:

Resolved ☐ Unresolved ☐ Date received: _____

Submitted to STEP 2 - Date: _____

☐ Information Sheet Attached

STEP 2: Written Grievance to Fire Chief, or his designee:

Resolved ☐ Unresolved ☐ Date received: _____

Submitted to STEP 3 - Date: _____

☐ Information Sheet Attached

STEP 3: Grievance to Arbitration:

Date Arbitration Panel Requested from FMCS: _____

******Parties may forward (email) additional information as necessary to the aggrieved person throughout the Grievance Procedure******

Article 25



2018
2021

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 ensure 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, large 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 Fire Chief, or his designee. **END.**

Article 26



2018
2021

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 shall be corrected and a new or supplemental direct deposit made as soon thereafter as possible, except in case involving external factors beyond the control of the District.
- 26.4) A single direct deposit shall be made for each pay schedule cycle with the exception of 26.3. **END.**

Article 27



2018
2021

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 Fire Chief, 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.**

Article 28



2018
2021

INVALIDATION

- 28.1) If any article of this Agreement, or the application of such article, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the Employer and the Union shall meet to modify such article to the extent necessary to bring it into legal compliance. The remaining articles 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.

Article 29



2018
2021

POSITION DESCRIPTIONS

The following are minimum requirements for each specified job position:

29.1.) EMERGENCY MEDICAL TECHNICIAN (EMT)

A person who has a valid State of Florida Emergency Medical Technician Certificate. This person shall hold a valid State of Florida Firefighter certificate within three (3) years of employment with the District or will be subject to disciplinary action up to and including termination of employment.

29.2.) FIREFIGHTER

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

29.3.) 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.

29.4.) CREDENTIALLED PARAMEDIC/ FIREFIGHTER TRAINEE

A person who has a valid State of Florida Paramedic Certificate, and has been credentialed for duty as a paramedic by the District's Medical Director. This person shall hold a valid State of Florida Firefighter certificate within three (3) years of employment with the District or will be subject to disciplinary action up to and including termination of employment.

As a condition of continued future employment with the District, this individual shall hold a valid State of Florida Firefighter certificate within thirty-six (36) months of employment.

The employee shall be required to sign an agreement as a condition of employment and shall be notified of the requirement in writing prior to their date of hire. As part of the agreement, once certified the employee will promote to a Firefighter, beginning at step 1. The employee shall progress to the next Firefighter step on the anniversary date of their promotion.

If the employee attends fire school paid for by the District, and voluntarily leaves employment within thirty-six (36) months of attending the course, the employee shall reimburse the District for the cost of all books and tuition.

29.5.) CREDENTIALLED PARAMEDIC FIREFIGHTER

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

As a condition of continued future employment with the District, this individual shall hold a valid State of Florida Firefighter certificate within thirty-six (36) months of employment.

The employee shall be required to sign an agreement as a condition of employment and shall be notified of the requirement in writing prior to their date of hire. As part of the agreement, once certified the employee will promote to a Firefighter, beginning at step 1. The employee shall progress to the next Firefighter step on the anniversary date of their promotion.

If the employee attends fire school paid for by the District, and voluntarily leaves employment within thirty-six (36) months of attending the course the employee shall reimburse the District for the cost of all books and tuition.

29.6.) PARAMEDIC FIELD TRAINING OFFICER (FTO)

A person who has successfully passed the Department examination and otherwise has met the qualifications established for the position of Firefighter/Paramedic Field Training Officer (FTO).

29.7.) ENGINEER

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 rank of Engineer.

29.8.) CREDENTIALLED ENGINEER 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 rank of Engineer. This person has a valid State of Florida Paramedic certificate and is credentialed for duty as a paramedic by the Department's Medical Director.

29.9.) 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 rank of Lieutenant.

29.10.) 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 rank 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.

29.11.) PUBLIC EDUCATION INFORMATION OFFICER (PEIO)

A forty (40) hour per week employee who has met the minimum qualifications of the District PEIO Job Description. This person has successfully completed a Florida BFST approved P.I.O. and Fire and Life Safety Educator I course.

29.12.) INSPECTOR

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

29.13.) **CIVILIAN INSPECTOR**

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

29.14.) **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 Fire Chief, or his designee. **END.**

Article 30



2018
2021

RESIDENCY

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

Article 31



2018
2021

TRANSPORTATION

- 31.1) The Employer agrees to provide transportation for all employees, if requested, while on duty. If an employee must change his/her duty station after reporting for duty and uses department transportation to do so, he/she shall be returned to their original station.
END.

Article 32



2018
2021

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.
- 32.2) The Employer agrees to allow the District 6 Vice President/Assistant Vice President time off duty without any loss of pay or FLSA overtime for the monthly Union meetings provided such absence does not interfere with the operations of the Department, result in overtime, or allow staffing to fall below the minimum staffing requirements. This will include Executive Board meetings when required.
- 32.3) The Employer agrees to allow the District 6 delegate(s) time off duty without any loss of pay or FLSA overtime to attend the annual FPFF convention provided such absence does not interfere with the operations of the Department, result in overtime, or allow staffing to fall below the minimum staffing requirements.
- 32.4) Requests for time off for Union business shall be submitted to the Fire Chief, or his designee, for approval at least forty-eight (48) hours in advance of the commencement of the leave.
- 32.5) The District agrees to provide wall space in each station for the Union's bulletin board to inform its membership as to Union business. The materials to be posted will be submitted to the Fire Chief, or his designee, for review beforehand, and materials deemed inappropriate for posting, or factually inaccurate, shall not be posted.
- 32.6) The District agrees to allow the Union to hold its District 6 meetings at a District Station in a meeting room, at times and dates that are acceptable to the District. The meetings shall be for Union business only and shall not include non-members unless advanced permission is obtained from the Fire Chief, or his designee. The Union agrees that no such meetings shall be scheduled to conflict with the meetings of the Employer.
- 32.7) The District agrees to allow an information liaison designated by the District 6 Vice President to attend. The liaison may be permitted to travel between stations while on duty for the purpose of communicating Union business and receiving feedback from Bargaining Unit Members. Said travel must occur with the approval of the Battalion Chief. If available, the approving Battalion Chief may permit the use of a District service or reserve staff vehicle to facilitate the prompt emergency response of the employee representative while on duty.

32.8) District 6 negotiating team members shall be allowed to attend contract negotiations while on duty. The dates for negotiations shall be mutually set by the Employer and the Union.

32.9) Union Time Bank:

A Union Time Bank is established to provide District 6 Union Officers and the negotiation team with paid leave to attend to Union business that is not previously covered in this article. Requests for Leave using the Union Time Bank are subject to the provisions in Article 32.4.

Upon notification, District 6 employees are permitted to donate their accumulated vacation leave in one (1) hour increments to the Union Time Bank. Donations will be submitted by the employee prior to December 31st of the current year. Donations will be deducted from the account of the donor and placed into the Union Time Bank on the second pay period in January.

When use of the Union Time Bank will cause overtime, or staffing to fall below the minimum required staffing levels, hours may be used at one and one-half (1 ½) times to offset any cost incurred by the District in backfilling for the member utilizing this time bank. The Union Time Bank will not contain more than 400 hours.

The donation forms and Bank total may be available on the District's electronic database but the District shall not be held responsible for the compliance of this Bank. **END.**

Article 33



2018
2021

ANNUAL PHYSICAL AND DRUG/ALCOHOL TESTING

- 33.1) For the safety and well-being of the employees and the community, the District will require annual physical exams for all employees. Annual routine fitness-for-duty drug/alcohol testing will be required for all employees.
- 33.2) Drug and alcohol testing requirements of District employees will be in accordance with SOP 100.13 – Drug and Alcohol Free Workplace, and is 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.
- 33.3) All required physical exams and drug/alcohol tests will be performed by a physician of the District's choice and 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.
- 33.4) The physical exams and drug/alcohol tests required of employees shall be in accordance with District policy and this Agreement.
- 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.**

Article 34



2018
2021

WORKING HIGHER CLASSIFICATION OR MOVE-UP

- 34.1) The District and the Union agree to maintain a working higher classification or move-up eligibility list for the positions of Engineer, Lieutenant, and Battalion Chief. Such eligibility lists shall list the names of eligible candidates.
- 34.2) The District shall create a task book for each position to be completed by eligible candidates in a mentoring fashion. Candidates may enter the required task book one (1) year prior to being eligible to test for the move-up position if they meet all of the certification requirements for the position. The task book shall be agreed upon by the Fire Chief, or his/her designee, and the Union.
- 34.3) For the positions of Engineer and Lieutenant the task book shall be completed with and signed off by the candidate's shift Lieutenant, to be reviewed by the Training Captain.
- 34.4) For the position of Battalion Chief the task book shall be completed with and signed off by the candidate's Battalion Chief, to be reviewed by the Training Captain.
- 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.
- 34.6) An employee may work down in a classification as long as they are currently qualified and held that position previously, both parties must agree to work out of classification.
- 34.7) ELIGIBLE WORKING HIGHER CLASSIFICATION OR MOVE-UP POSITIONS
 - 1) 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 have completed the Engineer Task Book.
 - Must possess and maintain a Florida EMT or Paramedic certification.
 - Must possess a Florida BFST Pump Operator certification.
 - Must possess a Florida BFST approved Aerial Operations course certificate of completion.

- An approved EVOC course certification.
 - A Driver's License applicable to current law or changes thereof.
- 2) 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) of 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 have completed the Lieutenant Task Book.
 - Must possess and maintain a Florida EMT or Paramedic Certification.
 - Must possess a Florida BFST Fire Officer I Certification.
 - Must currently hold the position of Engineer or Move-up Engineer.
 - A Driver's License applicable to current law or any changes thereof.
- 3) 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 have completed the Battalion Chief Task Book.
 - Must possess and maintain a Florida EMT or Paramedic Certification.
 - Must possess a Florida BFST Fire Officer II Certification.
 - Must possess a Florida BFST Incident Safety Officer certificate of completion.
 - Must have attained twenty (20) college credits in Fire Science, Emergency Medical Services, or related fields from an accredited college or university.
 - Must possess a Driver's License applicable to current law or any changes thereof. **END.**

Article 35



2018
2021

FAMILY AND MEDICAL LEAVE POLICY

35.1) Purpose and Coverage

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 Department of Labor 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.**

Article 36



2018
2021

SENIORITY

- 36.1) "Continuous Department Seniority" is defined as the length of time an employee has been continuously employed in any capacity with the District and shall mean the most recent date of employment. "Seniority in rank / classification" is defined as the length of time an employee has been continuously in a rank/classification.
- 36.2) "Continuous Department Seniority" shall apply in the computation and determination of eligibility for all benefits where length of service is a factor (eg. vacation, longevity, steps, eligibility for promotion). "Seniority in rank/ classification" shall apply where specifically designated for the determination or relative standing between employees of the same rank/classification.
- 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 fourteen (14) 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 their next regular scheduled working day following the end of a Leave of Absence unless in cases involving external factors beyond the control of the employee or if 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.
- 36.4) The District shall post a certified "department seniority list" to include seniority in rank/classification at the start of each fiscal year, which will be made available to all District personnel. **END.**

Article 37



2018
2021

PROBATION

37.1) New Hire Employees:

- (a) Employees who are newly hired from outside the District are required to complete a minimum of nine (9) months, up to one (1) year, probationary period in the new position, from the date of hire.
- (b) New hire employees are considered "At Will" during their probationary period, and will be evaluated at thirty (30) day intervals by supervisory staff.
- (c) A new employee's probation may be suspended due to an absence 30 calendar days or more and the new employee's probation will resume when he/she returns to full duty and will continue until completion of twelve (12) months of probation.
- (d) The new employee will not advance to the next step increase until he/she has successfully completed probation.
- (e) Upon the completion of the one (1) year probationary period, the Battalion Chief will make a recommendation to either place the employee on permanent status or terminate employment with the District.
- (f) For the new employee to successfully complete the probationary period prior to one (1) year, the Battalion Chief and all of his/her shift Lieutenants must unanimously agree to sign the new employee off and place him/her on permanent status.
- (g) 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. Any performance deficiencies shall be identified and documented in writing during the probationary period. The new employee shall make every effort to correct any performance deficiency immediately.
- (h) 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.

37.2) Newly Promoted Employees:

- (a) Incumbent employees who are promoted are required to complete a six (6) month probationary period in the new position.
- (b) Employees will be evaluated at thirty (30) day intervals by supervisory staff.

- (c) The six (6) month probationary period may be extended at management's discretion for a period not to exceed three (3) months.
- (d) 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. 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.
- (e) 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 his/her previous rank and classification without any loss of seniority.
- (f) Upon return to their previous rank and classification, the employee shall be paid at the old pay rate or the current pay rate in effect for the job classification, whichever is greater.
- (g) 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).

37.3) Disciplinary Probation:

- (a) Depending upon the circumstances and evidence surrounding and giving rise to the need for discipline or the consideration to terminate employment, the Fire Chief, or his designee, may place an employee on a "disciplinary probation status", the terms, duration and conditions of which shall be discussed and agreed upon, between the District, Union, and the employee. This Agreement will be in writing and signed by all parties.

37.4) 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.**

Article 38



2018
2021

DISCIPLINE AND DISCHARGE

- 38.1) Discipline (with just cause) shall include oral reprimand, written reprimand, suspension, demotion, and discharge from employment.
- 38.2) Disciplinary action must be taken within ninety (90) calendar days of the 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 Fire Chief, or his designee, will have the final authority to extend this time period.
- 38.3) An employee may be placed on probation for just cause, this probationary period shall not exceed one (1) year.
- 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
 - Discharge from employment (termination) – Permanent. **END.**

Article 39



2018
2021

CREDENTIALING PROGRAM

- 39.1) This article defines the process for employees to become credentialed paramedics.
- 39.2) The Fire Chief 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 Fire Chief, or his designee, for approval.
 - Score a minimum of 80% 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.
- 39.3) The pre-credential written exam shall be administered by the District and include 100 questions approved by the Medical Director.
- 39.4) Upon successful completion of the pre-credential written exam, the employee shall be assigned to an FTO to complete the credentialing task book. An FTO will be assigned one (1) trainee at a time.
- The employee will be allowed six (6) months to complete all components of the credentialing program.
 - The FTO shall provide a written evaluation of the employee to the Training Captain(s) and Battalion Chief on the first shift of each month.
 - The employee, FTO, and Training Captain(s) and Battalion Chief shall meet every two (2) months to evaluate the employee's progress in the program.
- 39.5) In the event the employee is not making progress in the Credentialing Program:
- The FTO must provide written documentation of the employee's performance.
 - The employee, FTO, Training Captain(s), Battalion Chief, Fire Chief, or his designee, shall meet to discuss removal of the employee from the Credentialing Program. The Fire Chief, or his designee, shall make the final decision at that time.
 - If the employee is removed from the program, they may re-enter the program (3) months from the date of removal.

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- If the employee voluntarily removes themselves from the program, they may re-enter the program at a later date if a FTO is available.
 - The employee is not guaranteed a six (6) month time frame to complete the program and can be removed at any time in accordance with this section.
- 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 District.
- 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.
- 39.8) If the employee fails the interview with the Medical Director the employee will be allowed to interview again, after two (2) failed attempts with the Medical Director, the employee shall be removed from the credentialing program.
- 39.9) 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.
- 39.10) 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.
- 39.11) Credentialed paramedics who do not receive the paramedic incentive shall not be the only paramedic assigned to an ALS unit. **END.**

Article 40



2018
2021

LABOR-MANAGEMENT

40.1) There shall be a Labor Management Committee (LMC), consisting of three (3) Union Representatives and three (3) Employer representatives. The LMC shall meet on the request of either party to discuss matters of mutual concern within five (5) calendar days excluding weekends and holidays with the exception of external factors beyond the control of the District and the Union. The purpose of these meetings will be to improve communications and discuss problems and objectives of mutual concern. These meetings shall not be considered as collective bargaining negotiations under Chapter 447, Florida Statutes, or resolution to a grievance. Issues, which may be discussed by the LMC, include but are not limited to:

- Recognition that labor and management have a mutual goal of ensuring the well-being and safety of Fire/EMS personnel and providing high-quality service to the public.
- Recognition to work together to improve communications, improve compliance with District policies, enhance training, and promote a labor-management relationship based on mutual trust, respect for authority, and understanding.

The LMC shall have the authority to make recommendations to the Union or the Employer. Nothing in this article shall be interpreted as a waiver of the District's Management rights. **END.**

Article 41



2018
2021

HEALTH AND SAFETY

- 41.1) The purpose of this article is to provide a physical and mental health and safety program for the District (LAFCRD SOP 140.01.00 Workplace Safety). The joint health and safety committee will be a combination of District and Union representatives.
- 41.2) Health and Safety Committee:
- a) There shall be a joint health and safety committee composed of District and Union representatives selected annually. District employees will be compensated at their regular wage while engaged in the health and safety committee, or other duties prescribed under this article.
 - b) The health and safety committee will consist of an equal number of:
 - firefighter employee representatives appointed by the District 6 DVP
 - firefighter employer representatives appointed by the District
 - c) The committee shall meet at least quarterly. Unless alternate dates are mutually agreed upon, the committee shall meet on the first Tuesday in February, the first Tuesday in May, the first Tuesday in August, and the first Tuesday in November. The District shall keep minutes of all meetings, and provide a copy by email to all District members on the department server.
 - d) The joint committee shall adopt the District's current safety program (LAFCRD SOP 140.01.00 Workplace Safety) as provided for in Florida Statute 633.502-536 and Florida Administrative Code 69A-62 as a basis for devolving said plan. **END.**

Article 42



2018
2021

DURATION OF AGREEMENT

- 42.1) The term of this Agreement is between October 1, 2018 and September 30, 2021. All provisions of this Agreement shall be effective upon ratification and shall thereafter continue in full force and effect until September 30, 2021.
- 42.2) Should either party desire to change or modify any article in this Agreement, it shall require mutual consent. Any such change or modification shall be in writing and ratified by both parties.

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, 2021, unless both parties agree upon an alternate date(s). **END.**

Signature



2018
2021

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 Commissioners

Catherine Kruse
Catherine Kruse

Dated: 2-26-19

Linda Carter - voted NO
Linda Carter

Dated: 2-26-19

Robert Bennett
Robert Bennett

Dated: 2-26-19

Debra Cunningham
Debra Cunningham

Dated: 2/26-19

Lucia Sherman
Lucia Sherman

Dated: 2/26/19

Robert A. DiLallo
Robert A. DiLallo
Fire Chief

Lehigh Acres Fire Control and Rescue District

Dated: 2/18/19

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____th day of February, 2019.

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

IAFF Local 1826: J.P. Duncan
J.P. Duncan, President

Dated: 2/19/19