

LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT

COMMISSION MEETING

MINUTES

August 19, 2010

The August 19, 2010 regular Commission Meeting of the Lehigh Acres Fire Control and Rescue District Board of Commissioners was held at the Veteran's Park Recreation Center, 55 S. Homestead Rd., Lehigh Acres, FL. The meeting was opened at 4:00 PM by President Berndt. Present were Commissioners Berndt, Adams, Barrett and Hemingway; Chief Don Adams, Assistant Chief Diana Watson, Fire Marshal Ken Bennett, and Administrative Assistant Susan Platas. Attorney Richard Pringle was also in attendance.

After the Pledge of Allegiance, Commissioner Berndt asked Chief Adams to give the invocation.

ADOPTION OF AGENDA:

Commissioner Berndt asked if there were any additions, corrections or deletions to the Agenda. Chief Adams requested to add the 2010/2011 Proposed Budget under Unfinished Business, also Change of Date, and future Commission Meeting Dates. Chief also requested to add District 6 Contract Articles. Commissioner Barrett motioned to adopt the agenda as amended with a second from Commissioner Hemingway. Motion passed.

CONSENT AGENDA:

- Fire Board Regular Meeting Minutes of June 17, 2010
- Treasurers Report

Commissioner Hemingway motioned to accept the consent agenda with a second from Commissioner Berndt. Motion passed.

PUBLIC COMMENT ON AGENDA ITEMS:

Kevin Shea, resident of Lehigh Acres spoke on Bad Debt Allowance under line 8000. Tax revenue does not fund your salaries. What do you plan to do...

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DEPARTMENT REPORTS

Chief Adams spoke on the following items:

- .Rec'd a grant \$12,846 for the MARC Unit.
- New Hires are finishing up this week. We will open up Station 105 next week. We will have 4 on an engine and maintain 2 ALS rescues. If we have additional personnel, we will put a third rescue on.
- Fire Marshal Bennett conducted an inspection of Station 2 maintenance area. We found several violations. We need to install a fire alarm system. We also need to purchase a shed for combustible materials that are now being housed in the bay.

DVP 6 and 19:

None.

DEPARTMENT ATTORNEY:

None.

COMMISSIONER REPORT:

None.

UNFINISHED BUSINESS:

Rescheduling of September 2010 meeting - The September 22, 2010 Commission Meeting and final budget hearing will be rescheduled for September 21, 2010 at 4:00pm. The final budget hearing will be at 5:01pm. Attorney Pringle will post the change notice. Commissioner Berndt motioned that we reschedule the regular Commission Meeting at 4:00 at the Microtel Inn on Business Way and set the Final Budget Hearing for 5:01pm same place with a second from Commissioner Adams. Motion passed.

Commission Meeting Dates for 2010/2011 – Commissioners looked over the proposed meeting dates for 2010/2011. Consensus was to move Wednesday dates to Tuesdays and move the December meeting.

2010/2011 Budget – Chief Adams handed out the budget and made the changes that Commissioner requested from the first budget workshop.

Chief Adams Contract – Attorney Pringle stated at the last Commission Meeting, the Board took action to restore 50% of that reduction of 10% that the Chief took. Attorney Pringle stated that the Chief's contract's 10% reduction expired 9/30/10. All Commissioners agreed to stick with the action that was taken at last meeting and restore 5% of Chief's wage for 2010/2011.

NEW BUSINESS:

District 6 Contract Articles - There were some changes, contract cleanups, that Chief presented.. Copies attached.

Discussion was on Article 17A, which dealt with the sicktime buyout.

Commissioner Berndt motioned to enter into a Memorandum of Understanding with District 6 for language clarification on the Insurance Article 21.1; Adm Leave Article 19.2 and Calling In Sick Article 17.2 with a second from Commissioners Adams/Barrett. Motion passed.

Article 17A Sick Leave Close Out Bank – Commissioner Berndt stated that there is an agreement that District 6 is going to vote to ratify next Friday. Commissioner Berndt motioned that Chief Adams and Attorney Pringle negotiate that we accept the terms of this contract article, provide notice and take all action necessary to approve the revision to article 17A as presented today. Seconded by Commissioner Hemingway. Motion passed.

PUBLIC COMMENT:

Kevin Shea spoke on the Commission Dates. He feels like you should only schedule for November because there will be three additional Commissioners on the Board.

COMMISSIONERS COMMENTS:

None.

ADMINISTRATIVE COMMENTS:

None.

Adjourn 5:02pm

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of this 23rd day of August, 2010 (Effective Date) between the Lehigh Acres Fire Control District and the IAFF 1826 District 6. Whereas, both parties desire to engage in this MOU for the purpose of language changes in Articles 17, Sick Leave, Section 17.2(2)(g); Article 19 Administrative Leave, Section 19.2(2); and Article 21, Insurance, Section 21.1.

Articles 17, Sick Leave, Section 17.2(2)(g):

Previous Language:

- (g) When reporting illness the employee must call the ~~duty Lieutenant at Station II (239-344-1612)~~ **Battalion Chief at Station 102** or the **Battalion Chief's** voice mail ~~at Station II (239-344-1612) if the duty Lieutenant at Station II cannot be contacted~~ at least one hour prior to their scheduled starting time.

New Language:

- (g) When reporting illness the employee must call the Battalion Chief at Station 102 or the Battalion Chief's voice mail at least one hour prior to their scheduled starting time.

Article 19 Administrative Leave, Section 19.2(2):

Previous Language:

2. An employee may request leave without pay when all ~~Personal Paid Leave~~ **leave** has been exhausted. Other than retaining the original date of hire, no benefits will be provided during periods of leave without pay, which exceed forty (40) hours for forty (40) hour per week employees, and forty-eight (48) hours for forty-eight (48) hour per week employees.

New Language:

2. An employee may request leave without pay when all leave has been exhausted. Other than retaining the original date of hire, no benefits will be provided during periods of leave without pay, which exceed forty (40) hours for forty (40) hour per week employees, and forty-eight (48) hours for forty-eight (48) hour per week employees.

Article 21, Insurance, Section 21.1:

Previous Language:

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), provided the child is a full-time student at an accredited school, primarily dependent upon the covered employee for support and maintenance, is unmarried and under age twenty three (23). Coverage ends on the child's birthday in accordance with the policy's guidelines and allowable limits.~~ 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).

New Language:

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 in accordance with the policy's guidelines and allowable limits. 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).

The parties below, as legal representatives of the Lehigh Acres Fire Control District and the IAFF 1826 District 6 have executed this agreement (MOU) effective as of the issue date indicated in the paragraphs above.

Approved By:

Name	Lehigh Acres Fire Control and Rescue District	Date
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Name	IAFF 1826 District 6	Date
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ARTICLE 17 A

SICK LEAVE CLOSEOUT BANK

- 17A.1. The Employer agrees to pay fifty percent (50%) of the sick leave balance prior to September 1, 2010, at the employees' current rate of pay.
- 17A.2. One hundred percent (100%) of all unused sick leave in the employees' close out bank shall be paid to the employee who sustains permanent and total disability due to a job related incident and an employee whose death resulted from a job related incident from the date of ratification to September 1, 2010.
- 17A.3. The District Sick Leave Close Out Bank will terminate as of September 1, 2010. Fifty percent (50%) of any all unused sick leave in the employee's close out bank as of September 1, 2010, shall be paid to the employee in one lump sum during the second pay period of September 2010.
- 17A.4. Employees that voluntarily leave employment with the District prior to September 1, 2010, will receive thirty-three and one-third (33 1/3 %) percent of the value of their hours in their closeout bank at the employees' current hourly rate of pay.
- 17A.5. Employees who are discharged from the District prior to September 1, 2010, shall not be paid for any of their closeout bank.

Monday, August 23, 2010

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