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# UNION CONTRACT



Excellence, Safety, Valor, Integrity, Dedication

## COLLECTIVE BARGAINING AGREEMENT

An Agreement between

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

and

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

**Local #1826 – District 19**

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*Effective: October 1, 2021 through September 30, 2024*

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# Article 1



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## PREAMBLE

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- 1.1.) In accordance with Chapter 447 of Florida Statutes, this Agreement is entered into by and between the Board of Fire Commissioners of the Lehigh Acres Fire Control and Rescue District, (hereinafter referred to as the “Employer” 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 interest of the public and the employer by ensuring the safety and well-being of Fire/EMS personnel to provide the highest level of fire service and pre-hospital medical care to the community. **END.**

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# Article 2 2021 2024

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## RECOGNITION

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- 2.1.) The Union recognizes the Board of Fire Commissioners as the elected representative of the property owners and citizens of the Lehigh Acres Fire Control and Rescue District, and as the legally constituted authority responsible for the operation of the District.
- 2.2.) The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, terms and conditions of employment for those employees included in the bargaining unit in PERC certification number 1556 issued August 18, 2005, as amended and clarified.
- 2.3.) As used herein, the terms "Board", "District", "Department", and "Chief" refer to the Employer as defined in paragraph 1 of this article. The term "Chief" shall also mean Chief's designee(s) and management personnel such as Deputy Fire Chief, Assistant Chiefs and Division Chiefs, following the organizational chart. The Fire Chief shall have the ultimate responsibility of their 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.**

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# Article 3 2021 2024

## NON-DISCRIMINATION

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- 3.1.) The Employer and the Union agree that neither party shall unlawfully discriminate, retaliate, harass, bully or otherwise create a hostile working environment against any employee because of race, religion, creed, color, sex/gender, age, marital status, disability, pregnancy, sexual orientation, gender identity status, national origin, or any other characteristic protected by applicable law. The Employer and the Union agree that neither party shall unlawfully discriminate, retaliate, harass, bully or otherwise create a hostile working environment because any employee lodged a complaint/grievance, or participated in any investigation relating thereto. Pursuant to Section 447.301, Florida Statutes, an employee shall not be unlawfully discriminated against, retaliated against, bullied or otherwise subjected to a hostile working environment for participating in protected activities or membership in the Union. Employees shall also not be unlawfully discriminated against, retaliated against, bullied or otherwise subjected to a hostile working environment for exercising their right to refrain from engaging in Union activities. **END.**

# Article 4



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## PAYROLL DEDUCTION

- 4.1.) The Employer agrees to deduct from each paycheck, dues, in the amount specified to be current by the treasurer of the Union, from the pay of those members of the bargaining unit who individually request, in writing, that said deductions be made. Such deductions shall be remitted each month by the Employer to the treasurer of the Union, which shall include a list of the names of the employees who have either commenced or stopped dues deductions from their check for that month.
- 4.2.) Any authorization for the deduction of dues may be canceled by any employee upon thirty (30) days written notice to the Employer and to the Union.
- 4.3.) The Employer agrees to payroll deductions of union dues, and five (5) additional deductions as listed below:
  1. Nationwide Retirement Solutions
  2. Ameritas
  3. Reserved
  4. Reserved
  5. Reserved
- 4.4.) Changes to this list shall be mutually agreed by both parties. The Employer shall not be responsible for the administration of any such program or any of its activities and is not responsible to determine whether such deductions meet the requirements of the Internal Revenue Code. Changes in deductions for the deferred compensation plan other than specified above are at the will of the plan participant.
- 4.5.) 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 paydays only, Nationwide Retirement Solutions: all paydays.
- 4.6.) 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.
- 4.7.) 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 depreciated value of the item, at the time of loss or damage. 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 \$1,000.00 or the depreciated value,

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 will make the determination regarding the appropriate level of employee fiscal responsibility. **END.**

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# Article 5 2021 2024

## PREVAILING RIGHTS

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- 5.1.) All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in force, unchanged and unaffected in any manner, during the term of the Agreement; provided, the Employer shall not be precluded from adopting and revising reasonable work rules, with advance notice to and an opportunity for input from the Union. If reasonable adoptions or revisions occur, the employer shall, upon request, provide a written explanation of why changes were made to said work rules.
- 5.2.) In the event that a dispute arises from this article, in reference to rights, privileges, and working conditions, the Labor-Management Committee shall have the opportunity to meet in an attempt to discuss the dispute. **END.**



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# Article 6 2021 2024

## EMPLOYEE LIABILITY

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- 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 2021 2024

## WAGES

7.1.) The step pay plan is an eight (8) step system from top to bottom. The employee shall progress to the next step, subject to the successful completion of the probation period as defined in Article 14, on the anniversary date of their promotion. Any bargaining unit employee who is promoted shall be placed in a step in the higher classification (rank). Example: Step 5 Captain would move to Step 2 Battalion Chief.

Effective October 1, 2021 – September 30, 2024 the following pay plan will be in effect:

Captain		Battalion Chief	
		Step 8	\$48.05
		Step 7	\$47.14
		Step 6	\$46.23
		Step 5	\$45.32
		Step 4	\$44.41
		Step 3	\$43.50
Step 8	\$51.10	Step 2	\$42.59
Step 7	\$50.01	Step 1	\$41.68
Step 6	\$48.92		
Step 5	\$47.83		
Step 4	\$46.74		
Step 3	\$45.65		
Step 2	\$44.56		
Step 1	\$43.47		

7.2.) If a District 6 employee meets the requirements to perform the duties of an absent Battalion Chief, on a temporary basis, the employee will be allowed to “move-up” and shall be paid in accordance with the District 6 Collective Bargaining Agreement.

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

- 5 years - \$ 52.00 per pay
- 10 years - \$104.00 per pay
- 15 years - \$156.00 per pay
- 20 years - \$208.00 per pay
- 25 years - \$312.00 per pay

- 7.4.) Any employee that elects to participate in the DROP program may choose to receive a lump sum payment of their annual vacation leave earned in accordance with this contract paid at the time the employee enters DROP and certified to the division. The employee may use up to 500 hours paid at the employee's current rate of pay. At the time of retirement, this total number of hours of annual vacation that was paid to the DROP program will be subtracted from the employee's total number of hours of accrued vacation leave to be paid in accordance to Article 15 – Vacation (15.6) (3).
- 7.5.) Pay for Florida State Emergency Medical Technician (EMT) and Florida State Paramedic is listed below:

48-hour Employee

- EMT - \$1.21 per hour
- EMT Credentialed - \$2.01 per hour
- Paramedic Credentialed - \$5.21 per hour

40-hour Employee

- EMT - \$1.45 per hour
- EMT Credentialed - \$2.41 per hour
- Paramedic Credentialed - \$6.25 per 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.
- EMT Credentialed pay shall be available to employees that are Florida State certified Emergency Medical Technicians that meet the criteria, complete the department credentialing process, and are approved by the medical director to function as a credentialed EMT.
- Paramedic Credentialed 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 credentialed paramedic.
- EMT Credentialed pay and Paramedic Credentialed 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.  
**END.**

# Article 8



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## OVERTIME PAY

- 8.1.) For shift employees, all hours worked in excess of twenty-four (24) consecutive hours or in excess of one hundred forty-four (144) hours in a twenty-one (21) day cycle shall be considered overtime and shall be paid at one and one-half (1 ½) times the employee's current hourly base rate of pay. Non-shift employees shall be paid at one and one-half (1 ½) times the employee's current hourly 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 the 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 begin January 1<sup>st</sup> of each year with all eligible employees ranked by grade in the agreed electronic system to determine the order that overtime is offered and all overtime hours will start 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 19 DVP and the Fire Chief,. The employee shall provide a primary and 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 or bereavement shall count towards hours worked for the purpose of calculating overtime.
- 8.6.) When approved overtime arises that cannot be filled by an on-duty move-up Battalion Chief, and if all Battalion Chief's refuse the overtime, the employer shall move through the Battalion Chief move-up list in an attempt to fill the available overtime. If no one on the Battalion Chief move-up list accepts the overtime, then the first Battalion Chief that can be contacted shall be ordered into work.
- 8.7.) The Fire Chief shall have the right/discretion to operate the open hours without a Battalion Chief.

8.8.) During times of “out of district” mutual aid overtime and in extreme or impending emergency (i.e., hurricane, flood, riot, or other similar situations) the overtime list does not apply. **END.**

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# Article 9 2021 2024

## HOURS OF WORK

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- 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 (7) 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 0700 hours unless changed by the Fire Chief. Such change shall not exceed one (1) hour earlier or later than 0700 hours. A twenty-one (21) day notice will be given prior to any such change. The first day of a twenty-one (21) day or less work cycle begins the first (1st) day after the first (1st) Kelly day.
- 9.2.) Non-shift employees shall work forty (40) hours per week, with the scheduling of hours and days (Monday - Friday) to be determined by the Fire Chief, and have a duty-free, unpaid half-hour for lunch.
- 9.3.) 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. **END.**

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# Article 10 2021 2024

## CALLBACK PAY

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- 10.1.) Emergency duty shall be defined as the time when employees who are off duty are ordered to report for duty because of incidents that are of such magnitude that staffing 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.
- 10.2.) Callback for all employees who are called back to work while off the tour by the Fire Chief, 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, rounded to the nearest 15 minutes of pay.
- 10.3.) In cases of extreme or pending emergency, such as hurricane, flood, riot, or other similar situations, the Fire Chief 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 they shall receive compensation in accordance with 10.2. **END.**

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# Article 11



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## MANAGEMENT AND EMPLOYEE RIGHTS

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



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# Article 12 2021 2024

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## ANNIVERSARY DATE

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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 twelve (12) months. For approved leave of absence over twelve (12) months, the employee's anniversary date will be the date they return to work and that same date for every year of continuous employment thereafter. **END.**

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# Article 13



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## PERSONNEL REDUCTIONS

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- 13.1.) Reduction of personnel shall be based upon Continuous Departmental Seniority. 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 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 a recall notice via, electronic 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 vacancy, 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 Human Resources 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.
- 13.5.) Veteran's Preference – For the purposes of layoff and recall, but not for any other purpose, District Seniority shall be augmented by one (1) year (365 days) for those employees who qualify under Section 295.07, Florida Statutes, as amended, for preference in employment retention. It shall be the employee's responsibility to request Veteran's Preference in writing in a timely manner and to verify their entitlement to the Veteran's Preference. **END.**

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# Article 14



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## PROMOTIONS

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- 14.1.) It is the policy of the District to consider its own qualified employees for promotional opportunities into the positions of Battalion Chief and Captain prior to considering 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. If no employee candidates meet the prerequisites for the Battalion Chief or Captain positions, the Fire Chief may establish temporary minimum criteria to determine who is eligible for promotion and/or appointment to the open position. In order to be eligible for promotion to Battalion Chief, District employee must be in the move up (Battalion Chief) role for one (1) year and have completed the Battalion Chief Task book. **END.**

# Article 15



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## VACATION

- 15.1.) The Fire Chief 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.
- At the Chief's discretion, a member that has prior service with the District, and left the District under favorable conditions, may be credited for each month of prior service to apply toward the current vacation accrual schedule.
  - Experience credit will be given to any Chief Officer, or Exempt position, covered under this article for the accrual of vacation benefits at a rate of .5 (half-year) for each year of verified (documented) paid, professional experience in the fire service. Experience credit is limited to a total of five (5) years credit for ten (10) years of documented experience. Years of service will be verified and rounded down; credit will not be awarded for "partial" years of service.
- 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 their years of continuous service.
- 15.4.) Except as may be otherwise provided, vacation may not be used before it is earned and credited to the employee, and shall only be used with the approval of the Fire Chief, and shall not interfere with the operations of the department. If the employee uses vacation before it is earned and credited to the employee, the first offense will result in a 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.
- 15.5. 1.) Method of requesting and using vacation leave.
- All requests for vacation will be considered by seniority and must be submitted electronically to the Fire Chief by December 1<sup>st</sup> of each year for the following calendar year.
  - Employees will only be permitted to submit the number of hours accrued by December 31<sup>st</sup> of the current year and not permitted to submit for time that is not accrued.
  - Requests for vacation leave on January 1<sup>st</sup> – January 7<sup>th</sup>, must be approved or denied in the electronic platform by the Fire Chief no later than December 31<sup>st</sup> of the current year.

- (d) All other requests for vacation leave must be approved or denied in the electronic platform by the Fire Chief no earlier than January 1<sup>st</sup> and not later than January 7<sup>th</sup> of each year.
- (e) Shift employee vacation leave requested prior to December 1<sup>st</sup> shall be approved in twenty-four (24) hour increments first, then any remaining request shall be approved if available.
- (f) Vacation leave not submitted by December 1<sup>st</sup> will be approved on a first-come, first-served basis.
- (g) A maximum of ninety-six (96) hours for shift employees and forty (40) 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.

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 <sup>th</sup> year	7	84
From 6 <sup>th</sup> year to completion of 10 <sup>th</sup> year	10	120
From 11 <sup>th</sup> year to completion of 15 <sup>th</sup> year	14	168
From 16 <sup>th</sup> year to completion of 20 <sup>th</sup> year	17	204
From 21 <sup>st</sup> year to completion of 25 <sup>th</sup> year	20	240
From 26 <sup>th</sup> year until separation	26	312

48-hour Shift Employees	Hours per Month	Accrued Hours per Year
From hire date to completion of 5 <sup>th</sup> year	8	96
From 6 <sup>th</sup> year to completion of 10 <sup>th</sup> year	14	168
From 11 <sup>th</sup> year to completion of 15 <sup>th</sup> year	20	240
From 16 <sup>th</sup> year to completion of 20 <sup>th</sup> year	26	312
From 21 <sup>st</sup> year to completion of 25 <sup>th</sup> year	32	384
From 26 <sup>th</sup> year until separation	38	456

- (b) Vacation leave earned during any month shall be credited to the employee on the first day of that month, or in the case of separation, on the last day for which the employee is paid.

- (c) Employees shall continue to earn vacation leave credits during leaves of absence with pay.

- (d) Employees who work less than a full month shall earn vacation leave on a pro-rata basis.
  - (e) 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 use for any prudent and productive purpose when approved by the Fire Chief, provided it does not interfere with the operation of the department.
  - (b) Changes in vacation, other than vacation requests submitted prior to December 1<sup>st</sup>, must be submitted to the Fire Chief and approved in writing at least one (1) hour for shift employees and one (1) hour for non-shift employees prior to the beginning of the vacation date.
  - (c) Shift changes by the Department shall not affect approved vacation leave.
  - (d) The same holiday vacation may not be taken two (2) years in a row by the same employee, unless it is available. The Employer shall post the current year vacation schedule by January 1<sup>st</sup> of each year.
  - (e) Vacation leave may be used in no less than one (1) hour increments by non-shift employees and six (6) hour increments by shift employees.
  - (f) Employees may donate accumulated vacation hours to other District employees. Donated vacation hours shall be deducted from the account of the donor. Employees wishing to donate vacation hours shall complete the proper electronic form.
- 3.) An employee who is separated from employment by resignation, discharge or retirement shall be compensated for unused vacation leave at their regular rate of pay in effect at time of separation, not to exceed the designated maximum accrued hours per year. Employees who enter the DROP or make application for retirement may be paid out 500 hours of vacation leave to go towards their final annual compensation per section 1211.021 (24)(b) Florida Statutes. 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. **END.**

# Article 16



2021  
2024

## SHIFT EXCHANGES

- 16.1) All requests for shift exchanges to accommodate leaves of absence in above one (1) hour in length, for personal or prudent reasons, shall be submitted in writing to the Fire Chief, 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 trade form is generated in the agreed electronic system by the employee covering.
- 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 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., a Battalion Chief cannot work for a Lieutenant who is a move-up Battalion Chief unless the Lieutenant is filling the position of Battalion Chief). One-way exchanges shall be permitted with approval of the Fire Chief 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 (via use of vacation time, sick time, or a secondary mutual) if they have accepted the mutual and cannot meet their obligation, unless absenteeism is due to a work related-injury.
- 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. **END.**



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# Article 17



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## SICK LEAVE

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- 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 - 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 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 eighty four (84) hours as of January 1<sup>st</sup> of each year.
      - (ii) 48-hour employees will accrue one hundred twenty (120) hours as of January 1<sup>st</sup> of each year.
    - b) Employees hired after January 1<sup>st</sup> of each year will accrue sick leave on a pro-rated basis, (1/12th) for each calendar month remaining in the year, including the month of hire.
    - c) Shift employees will accrue ten (10) hours of sick leave each month for October – December of 2021. Non-shift employees will accrue seven (7) hours of sick leave each month for October – December of 2021.
  - 2.) Use of sick leave.
    - a) The Employer may grant sick leave to an employee when they:
      - (i) Are incapacitated for the performance of their duties by sickness or injury that is

not job related.

- (ii) Are required to give care and attendance to a member of their Immediate Family, or
  - (iii) Would jeopardize the health of others by their presence on duty because of exposure to a contagious or infectious disease,
  - (iv) Request 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 five (5) and six (6) hour increments by non-shift and shift employees, respectively.

A Medical Certificate shall be required of employees returning to work after the use of any amount of sick time on two (2) or more consecutive shifts. 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.

- 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 date the employee is able to return to work,
  - (ii) That the employee can return to work without restrictions when the employee was out of work due to an injury,
  - (iii) The employee was not able to work due to illness or injury on the dates the employee was on sick leave.
- 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 Medical 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) The date the employee is able to return to work, without restrictions (must say without restrictions), from an injury (not an illness).
- (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 Admin Battalion Chief on their department cell phone. If the on-duty Admin Battalion Chief cannot be contacted, the employee shall call the on-duty Training Battalion Chief on their department cell phone. If neither on-duty Battalion Chief can be reached at least one (1) hour prior to their scheduled starting time, the employee needs to leave a voice mail or text message on the on-duty Admin Battalion Chief department cell phone.
- 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 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.
- 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, they will only be charged the amount of time they are sick during that shift. The Fire Chief must be notified prior to the employee leaving.
- i) If an employee reports or displays symptoms of illness, the supervisor, in consultation with the Designated Officer (DO) and/or HR, will make the determination to send the individual to be tested for possible illness.
- j) If an employee is sent home due to illness, the employee will be required to use any accrued sick time to cover the absence.
- k) If the employee is sent for testing, the employee's compensation will remain uninterrupted until:
  - a. The employee is cleared by the healthcare provider to return to duty and completes their tour. This will require a medical certificate indicating no risk to others and the ability to perform all required tasks; or
  - b. The employee is advised by the healthcare provider to refrain from returning to work. Based on the nature of the illness and the provider's recommendations, and at the District's discretion, the employee will be placed on Administrative Leave or required to use any accrued sick time to cover the absence; or
  - c. The employee requests to go home, and is relieved by the supervisor.
- l) Any sick leave not used in a calendar year will carry forward to the next calendar year's annual sick leave.

- m) If the employee has sufficient time in their annual sick leave bank, the Employer agrees to allow up to two (2) weeks for non-shift employees and four (4) 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 current hourly rate.
- n) 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.

3.) Donation of Sick Leave.

- a) Upon written notification, employees may donate accumulated sick leave hours to other District employees who have exhausted all of their sick leave hours. Donated sick leave hours shall be deducted from the account of the donor. Employees wishing to donate sick leave hours shall complete the proper electronic form and forward it to the District 19 Union DVP for approval, and the District 19 Union DVP will forward it to the Fire Chief for approval.
- b) The District will establish a Center of Excellence time bank. Funding of this bank shall be through donations of unused sick leave from employees retiring from the District. A District 6, or District 19 member may request up to 96 hours of leave time from the bank once they have been accepted into the Center of Excellence for treatment.

4.) Accepting Donation of Sick Leave

Any potential recipient of donated Sick Leave must disclose to donors, via the electronic platform, the availability of any paid time off benefit, before the donation will be approved by the Fire Chief.

5.) Conversion of Sick Time.

- a) At the end of each year, employees may elect to receive pay for unused sick hours from the current year in lieu of carrying the unused sick leave hours forward. 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%. The employee shall submit a written request for such conversion by December 31<sup>st</sup> for the current year. Payment will be made the second pay period in January.

6.) Sick Leave Incentive Payout

- a. The District recognizes employees that have accrued sick time through their years of service with the District. Upon Departure/Retirement from the District, employees are eligible to receive the following incentive pay below:

- i. 3 through 5 years, 25% of accrual
  - ii. 6 through 10 years, 30% of accrual
  - iii. 11 through 15 years, 35% of accrual
  - iv. 16 through 20 years, 40% of accrual
  - v. 21 years +, 50% of accrual
- b. Employees terminated for cause are not eligible for the payout.
- c. The annual sick time allotment hours in the final year of employment will be prorated by awarding (1/12th) of the annual allotment for each completed calendar month of employment in that calendar year. **END.**

# Article 18



2021  
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## 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 their 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 they are unable to work at their regular rate of pay. Said employee will assign to the Employer any and all compensation received 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 at their regular rate of pay under Article 18.1(a), unless the Fire Chief 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 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 their regular rate of pay under Article 18.1(d), unless the Fire Chief 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 Medical Leave (FMLA) eligible employees, FMLA entitlement will run concurrent with work-related injury 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 and will have their schedules determined by the Human Resource Manager.
- (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



2021  
2024

## ADMINISTRATIVE LEAVE

- 19.1) Leaves of absence may be granted to employees with pay but without a charge to 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, the employee shall be paid time and a half at their 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 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 their current hourly rate.
  - e) **Bereavement**  
Shift employees shall be granted three (3) shifts of bereavement leave with pay if such employee suffers the loss of an immediate family member. Non-shift employees shall be entitled to forty (40) hours of bereavement leave under the same conditions. Immediate Family of an employee is defined as spouse, child, stepchild, mother, father, stepmother, stepfather, 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. In addition to bereavement leave, the employee may use sick time without being required to produce a note from a healthcare provider. All bereavement leave must be approved by the Fire Chief.

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). Nothing contained in this provision shall limit the Employer's right to suspend with or without pay. If an employee is placed on administrative leave with pay, the employee may be assigned to a non-shift employee work schedule to be determined by the Fire Chief.

19.2) Leave of absence without pay

- a) Upon written request from an employee, they 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 childbirth/adoption, the period may not exceed one (1) year.
- b) Upon return from an absence greater than six (6) months, the employee will complete a 10-shift re-orientation, under the direction of the Training Chiefs.
- c) 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. **END.**

# Article 20



2021  
2024

## HOLIDAYS

20.1.) The following holidays are those which shall be 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 one (1) hours of pay at the employee's current hourly rate for each of the holidays listed in 20.1.

20.3.) Non-shift employees shall be given ten (10) hours off per holiday with pay, following the holiday schedule of administration, outlined in the Non-Bargaining Unit Employee Handbook, excluding the Friday after Thanksgiving.

20.4.) The holiday time period is defined as one (1) calendar day before the holiday, the holiday itself, and one (1) calendar day after the holiday.

20.5.) If a shift employee is ordered into work during an observed holiday, they shall be compensated two (2) times their hourly rate for all hours worked, plus an additional ten (10) hours of pay at the employee's current hourly rate of pay for the holidays listed in 20.1.

20.6.) Non-shift employees shall be given ten (10) hours off per holiday with pay, or the preceding or following weekday off with pay when the holiday is on a weekend. **END.**

# Article 21



2021  
2024

## 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, 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.

Eligibility requirements for employee coverage are as follows:

\*All active (Full-time, as defined by the carrier) employees of Employer

\*All Retired employees of the Employer

\* 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 coverage will be equal to at least one (1) year's annual salary and all applicable state statutes. This coverage shall be paid in full by the Employer. Pursuant to the provisions of the Internal Revenue Code, life insurance that carries a value of more than \$50,000 is subject to a schedule created by the IRS for FICA and Medicare with holding. These deductions will be noted in the last pay period of the calendar year and identified on the pay stub, unless designated or required otherwise.

21.3.) The Employer shall furnish each retired employee (not family) life insurance in the amount of ten thousand (\$10,000) dollars to be paid by the Employer.

21.4.) The retired employee will also be able to maintain their own and their dependent's health insurance with the Employer's company, so long as the insurer allows retired employees and their dependents 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 management 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

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TA'd Initials Union ak

retiring from the Lehigh Acres Fire Control and Rescue District with a minimum of twenty (20) years service with the FRS. The maximum amount shall be \$5.00/month for each year of credited service in the FRS, (i.e.,  $\$5.00 \times 25 = \$125.00$  per month), up to the maximum allowed by applicable law, as may be amended from time to time. This payment shall be made to the retiree's insurance company or the employee (at the employee's request) monthly until such time the retired employee becomes eligible to receive Medicare.

- 21.7.) The Employer will provide Long Term Disability (LTD) insurance for each employee, as long as the District elects to provide such coverage.
- 21.8.) The insurance committee listed in 21.5 shall ensure that the employees receive the optimal plans, and ensure the Employer's premiums are reasonable. The Board shall have the final approval. **END.**

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# Article 22



2021  
2024

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## CLOTHING ALLOWANCE

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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.

22.2) Uniform Distribution:

Upon promotion or demotion, the employee shall be provided the uniform items appropriate for the new rank, less any items already issued. At which time, the District will pay for required alterations:

### CLASS A ITEMS:

- One (1) Dress uniform coat;
- One (1) Dress uniform coat badge;
- One (1) Set collar brass;
- One (1) Dress uniform shirt long-sleeve with appropriate patches;
- One (1) Dress pant;
- One (1) Pair dress leather shoes;
- One (1) Dress belt;
- One (1) Uniform hat with badge;
- One (1) Department badge;
- One (1) Name plate;
- One (1) Dark tie;
- One (1) Black mourning band;

### CLASS B ITEMS:

- Five (5) short-sleeve polos with appropriate rank;

### CLASS C ITEMS:

- Four (4) BDU type pants;
- Five (5) new department T-Shirts with rank;
- One (1) winter jacket or job shirt;

All clothing to be worn is at the discretion of the Fire Chief.

22.3) The Employer agrees to furnish each employee 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;
- 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/Belts:

Employees will only be allowed to purchase duty shoes/boots/belt and athletic shoes that have been approved by the Fire Chief. The costs associated with shoes/boots/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 Accessory Order Form with uniform item cost to employee

22.7) Uniform Credit Amount and Ordering System:

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: Four-hundred (\$400.00) dollars.
- Each employee's remaining credit amount, not to exceed eighty (\$80.00), shall roll over to their new fiscal year credit amount.
- The District will process orders at the end of the month upon completing the proper request in the electronic platform.

22.8) Uniforms shall be replaced at other times when approved by the Fire Chief.

22.9) The place of purchase, style, fabric and quality of clothing and Personal Safety Equipment, shall be determined by the Fire Chief.

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 they have personally purchased. Upon retirement, the employee will have the opportunity to retain all Class A uniform items and the most recently issued helmet with shield. If an employee dies before retirement, their Class A uniform and helmet with shield will be offered to their designated beneficiary.

22.11) All uniforms shall be used for Department business only.

22.12) Uniform Care:

Employees will be responsible for the care and cleaning of all 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).

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

22.14) In the event an employee misplaces his assigned safety equipment, he shall have the monetary amount for said item(s) deducted from his paycheck when item(s) are or must be replaced by the department. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays.



- 22.15) 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.
- 22.16) The Employer will furnish the employee with the sum of \$250.00 per year for clothing maintenance to be paid the 1<sup>st</sup> pay period of December of each year.
- 22.17) The Employer shall supply each employee with a new identification card. **END.**

# Article 23



2021  
2024

## EDUCATION

- 23.1) The Employer shall allow each employee to attend mandatory classes while on duty, with the approval of the Fire Chief; or if off duty, the employee shall receive overtime pay in accordance with Fair Labor Standard Act for all mandatory education. All costs related to mandatory classes shall be paid for by the District. Included are tuition/registration, lodging, books, travel and/or mileage expenses, and per-diem if applicable.
- 23.2) Employees attending educational classes, seminars, or re-certification classes approved by the Fire Chief, shall be allowed to attend class while on duty with pay provided such absence does not interfere with the operations of the department or result in overtime.
- 23.3) An employee who receives an Associate degree or Bachelor's degree in an approved field shall receive a stipend as provided by the State Fire Marshal as long as the funds are available through the state program. Payment shall begin upon receipt of the confirmation from the Bureau of Fire Standards and Training (BFST).
- 23.4) All requests for school must be submitted in writing to the Fire Chief for approval at least five (5) calendar days prior to the beginning of the course.
- 23.5) Employees meeting and maintaining any of the eight (8) educational pay incentives listed below will receive the following pay for each pay incentive:
- \$52.00 bi-weekly
- 23.6) Eligible Educational Pay Incentives:
- 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 & Lifesafety Educator Certification
  - 7) Florida BFST Fire Service Instructor I, II, or III Certification
  - 8) Florida BFST Live Fire Training Instructor I Certification
  - 9) Florida Live Fire Adjunct Trainer Certification
  - 10) Florida BFST Safety Officer Certification
  - 11) Florida BFST Health & Safety Officer Certification
  - 12) Florida BFST Incident Safety Officer Certification
  - 13) Florida BFST Fire Investigator I
  - 14) Florida BFST Fire Investigator II
  - 15) Florida BFST Pump Operator Certification

- 16) Florida BFST approved Aerial Operations Certification
- 17) EVOC Instructor
- 18) AHA BLS Instructor Certification
- 19) AHA ACLS Instructor Certification
- 20) AHA PALS Instructor Certification
- 21) FLUSAR Rescue Specialist (Approved USAR member only)
- 22) Child Passenger Safety Tech
- 23) State of Florida Paramedic License (non-credentialed)
- 24) The District will pay the following incentives for these approved degrees.

Only the highest degree will be accepted

- a. Associate degree will pay one (1) educational incentive;
  - b. Bachelor's degree in an eligible field as defined by the BFST
    - i. Bachelor's degree will pay two (2) educational incentives;
  - c. Master's degree that relates in a meaningful way to job duties, and is approved by the Fire Chief.
    - i. Master's degree will pay three (3) educational incentives.
- 23.7) 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.
- 23.8) 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.
  - 3) These hours will be assigned during the employee's normal working hours.
- 23.9) Employees who have obtained a Municipal Fire Inspectors Certificate shall participate in Fire Prevention related duties as assigned by the Fire Chief. These hours will be assigned during the employee's normal working hours.
- 23.10) The employee will reimburse the Employer for all department expenses related to any educational classes, seminars, or re-certification classes the employee requested to attend and was approved by the Fire Chief, which the employee withdraws from or fails to successfully complete. **END.**

# Article 24



2021  
2024

## 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 their grievance form which is available in the contract, 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 their grievance in writing to a Chief Officer. The Chief Officer shall attempt to adjust the grievance with the aggrieved employee, and give their 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.

### STEP 2:

- The Fire Chief, will discuss the grievance with the aggrieved employee and/or the Union representative, and give their 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 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 in an arbitration proceeding, and the Arbitrator decides in favor of the Employer, the aggrieved employee will be considered the losing party. In the event of a compromise award (neither party prevails on all issues), both parties shall share the arbitration fees and expenses equally.
- The expenses of witnesses or other participants for either side shall be paid by the side producing or utilizing them. Department employees called as witnesses shall be paid if called during normal working hours. Off duty employees called by the department shall be compensated at time and one half.
- Either party to this Agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.
- The Arbitrator shall not have the power to add to, or subtract from, modify or alter the terms of this Agreement and shall determine the question of arbitrability first if the question is raised by either party.
- Upon receipt of the Arbitrator's award, corrective action, if any, will be implemented as soon as feasible.

24.4) A grievance may be withdrawn by the grievant at any time and at any STEP of this procedure.

24.5) Failure of the Union or grievant, whichever is appropriate, to proceed with the grievance within the time limits herein before provided, shall result in the dismissal of the grievance.

- 24.6) This grievance procedure shall be available to both Union and non-union employees. Pursuant to Chapter 447 of the Florida Statutes, the aggrieved non-union employee may designate a representative in the grievance procedure.
- 24.7) The time limits provided in this article shall be strictly observed, unless extended by written agreement by the parties. Failure of the District or its representatives to respond within the time limits provided, shall entitle the Union or grievant, whichever is appropriate, to proceed to the next STEP in the grievance procedure. Business days are defined as Monday through Thursday, 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 their 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/their rights to resort to the grievance and arbitration procedure contained in this Agreement. In the event the Union should process an unfair labor practice charge to an administrative proceeding, it does not bar a covered employee from processing an individual grievance on a matter pertaining to the unfair labor practice charge. **END.**

**Lehigh Acres Fire Control and Rescue District**  
**Grievance Procedure Form**

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

I, \_\_\_\_\_ (First Name, Middle, Last) \_\_\_\_\_ (Class/Rank)

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

at \_\_\_\_\_ (Location) against \_\_\_\_\_ (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:

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 intended person throughout the Grievance Procedure\*\*\****



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# Article 25 2021 2024

## STATION FACILITIES

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- 25.1) Living facilities shall be provided for all employees during their assigned shifts or tours of duty. Such facilities shall include air-conditioning and heating for sleeping quarters, kitchen, showers, bathrooms and lounge for each station and shall be in working order.
- 25.2) In the event it becomes necessary for the Employer to modify or change any of the existing living facilities, it shall assure that the living facilities of each station shall not be reduced below the equivalent of those existing as of the effective date hereof.
- 25.3) The Employer shall provide parking facilities for all employee vehicles at the fire station. It is understood that employees that bring large vehicles and/or vehicles with trailers may be subject to parking outside the normal parking spaces unless space is available. At no time are employee vehicles permitted to park on the apron or in the bays for an extended period of time.
- 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.  
**END.**

# Article 26



2021  
2024

## 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 0700 hours and end on the second Sunday thereafter at 0659 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 cases involving external factors beyond the control of the District. **END.**

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# Article 27



2021  
2024

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## HOUSEKEEPING DUTIES

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- 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 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 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.**

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# Article 28 2021 2024

## INVALIDATION

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- 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.**

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# Article 29 2021 2024

## POSITION DESCRIPTIONS

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29.1.) The following are minimum requirements for each specified job description:

- a) **Battalion Chief** – A person who has successfully and continues to meet the qualifications for the position, and has been promoted or appointed to the position of Battalion Chief.
  
- b) **Training Captain** – A person who has successfully met and continues to meet the qualifications for the position, and has been promoted or appointed to the position of Captain. **END.**

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# Article 30 2021 2024

## RESIDENCY

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

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# Article 31 2021 2024

## TRANSPORTATION

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- 31.1) The Employer shall provide the employee with a vehicle to be used at their discretion while on duty.
- 31.2) The Employer shall be responsible for all costs including insurance to maintain the vehicle.
- 31.3) The employee shall not take this vehicle beyond the boundaries of the District unless responding to emergency calls, or to handle other matters that relate to District business (i.e., meetings, approved school, seminars, etc.) unless approved by the Fire Chief. **END.**

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# Article 32 2021 2024

## UNION BUSINESS

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- 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 19 Vice President time off for monthly Union meetings provided such absence does not interfere with the operations of the department or result in overtime.
- 32.3) The Employer agrees to allow the District 19 delegate time off to attend the annual FPF and IAFF conventions provided such absence does not interfere with the operations of the department or result in overtime.
- 32.4) Requests for time off for Union business shall be submitted to the Fire Chief for approval at least forty-eight (48) hours in advance of the commencement of the leave. **END.**



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# Article 33 2021 2024

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## ANNUAL PHYSICAL AND DRUG/ALCOHOL TESTING

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- 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 Policy, 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. This may require adjustments to the employee’s regular schedule to minimize disruption to operations. 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.**

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# Article 34 2021 2024

## WORKING HIGHER CLASSIFICATION OR INTERIM

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- 34.1) The District and the Union agree to maintain working higher classification in the event that a Battalion Chief or Training Captain is utilized in an Interim Administrative Chief Officer position at a higher rank than that employee currently holds. The employee moving into the higher-level position will receive, at a minimum, the established base-rate and any additional compensation for which they qualify in the higher-level position. **END.**

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# Article 35 2021 2024

## FAMILY AND MEDICAL LEAVE POLICY

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### 35.1) Purpose and Coverage

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

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# Article 36



2021  
2024

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## SENIORITY

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- 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 (e.g., 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 they: resign or retire; are involuntarily terminated; fail 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; fail 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; give 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; accept full-time employment not held prior to commencement of the Leave of Absence during the time that they are 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



2021  
2024

## 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 of 30 calendar days or more and the new employee’s probation will resume when they return to full duty and will continue until the completion of twelve (12) months of probation.
- (d) The new employee will not advance to the next step increase until they have completed probation.
- (e) Upon completing the one (1) year probationary period, the immediate supervisor will make a recommendation to either place the employee on permanent status or terminate employment with the District.
- (f) 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.
- (g) If the employee’s performance 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 must 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) If the employee's performance or conduct during a probationary period does not meet management's expectations, and it is determined by management in its sole discretion not to retain the employee in the new position, the employee shall be returned to their previous rank and classification without any loss of seniority.
- (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) If 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 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. The 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



2021  
2024

## 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 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) Although a permanent part of the employee's personnel file, previous disciplinary actions shall not be considered in determining the appropriateness of discipline after the following time periods:
- Oral Reprimand – One (1) year
  - Written Reprimand – Two (2) years
  - Suspension – Permanent
  - Demotion – Permanent
  - Discharge from employment (termination) – Permanent. **END.**

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# Article 39 2021 2024

## CREDENTIALING PROGRAM

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- 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 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 the immediate supervisor to enter the credentialing program.
- 39.3) The pre-credential written exam shall be administered by the District and include a maximum of 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.
- 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, Training Captain(s) Battalion Chief(s), and Division Chief(s) as appropriate, shall meet every two (2) months to evaluate the employee's progression 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(s), Division Chief(s) as appropriate, and Fire Chief shall meet to discuss removal of the employee from the Credentialing Program. The Fire Chief shall make the final decision at that time.
  - If the employee is removed from the program, they may re-enter the program three (3) months from the date of removal.
  - If the employee voluntarily removed 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 article.
- 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 their 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 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. **END.**

# Article 40



2021  
2024

## LABOR-MANAGEMENT

- 40.1) There shall be a Labor Management Committee (LMC), consisting of three (3) Union representatives and three (3) Employer representatives. The Committee shall meet on the request of either party to discuss matters of mutual concern 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.
- 40.2) 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



2021  
2024

## HEALTH AND SAFETY

- 41.1) The purpose of this article is to provide a physical and mental health and safety program for the District in accordance with the Workplace Safety Policy. 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, up to 4 each, of:
    - Firefighter employee representatives appointed by the District 19 DVP
    - Admin 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 as provided for in Florida Statute 633.502-536 and Florida Administrative Code 69A-62 as a basis for devolving said plan. **END.**

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# Article 42



2021  
2024

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## DURATION OF AGREEMENT

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- 40.1) The term of this Agreement is between October 1, 2021 and September 30, 2024. All provisions of this Agreement shall be effective upon ratification and shall thereafter continue in full force and effect until September 30, 2024.
- 40.2) 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.
- 40.3) Negotiations for a successor agreement shall begin on a mutually agreed upon date between the Union and the District, with the first negotiating session to take place by no later than April 1, 2024, unless both parties agree upon an alternate date(s). **END.**

# Signature Page



2021  
2024

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

Lehigh Acres Fire Control and Rescue District Board of Fire Commissioners

Melissa Barry

Melissa Barry  
Fire Commissioner

Dated: Oct 11, 2021

Linda Carter

Linda Carter  
Fire Commissioner

Dated: 10-11-2021

Robert Bennett

Robert Bennett  
Fire Commissioner

Dated: Oct 11 2021

Debra Cunningham

Debra Cunningham  
Fire Commissioner

Dated: 10-11-2021

Lucia Sherman

Lucia Sherman  
Fire Commissioner

Dated: 10-12-2021

Robert A. DiLallo

Robert A. DiLallo  
Fire Chief

Dated: 10-12-2021

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_th day of \_\_\_\_\_, 2021.

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

IAFF Local 1826: \_\_\_\_\_ Dated: \_\_\_\_\_  
J.P. Duncan, President

# Signature Page



2021  
2024

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

Lehigh Acres Fire Control and Rescue District Board of Fire Commissioners

Melissa Barry

Melissa Barry  
Fire Commissioner

Dated: Oct 11, 2021

Linda Carter

Linda Carter  
Fire Commissioner

Dated: 10-11-2021

Robert Bennett

Robert Bennett  
Fire Commissioner

Dated: Oct 11 2021

Debra Cunningham

Debra Cunningham  
Fire Commissioner

Dated: 10-11-2021

Lucia Sherman

Lucia Sherman  
Fire Commissioner

Dated: 10-12-2021

Robert A. DiLallo

Robert A. DiLallo  
Fire Chief

Dated: 10-12-2021

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_th day of \_\_\_\_\_, 2021.

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

IAFF Local 1826: Henry Garcia  
Henry Garcia, Vice President

Dated: 10/21/2021