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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 Commissioners**

and

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

**Local #1826 – District 6**

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

# TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	3
ARTICLE 2	RECOGNITION	4
ARTICLE 3	NON-DISCRIMINATION	5
ARTICLE 4	PAYROLL DEDUCTION	6 - 7
ARTICLE 5	PREVAILING RIGHTS	8
ARTICLE 6	EMPLOYEE LIABILITY	9
ARTICLE 7	WAGES	10 - 13
ARTICLE 8	OVERTIME PAY	14 - 15
ARTICLE 9	HOURS OF WORK	16 - 17
ARTICLE 10	CALL BACK PAY	18
ARTICLE 11	MANAGEMENT AND EMPLOYEE RIGHTS	19
ARTICLE 12	ANNIVERSARY DATE	20
ARTICLE 13	PERSONNEL REDUCTIONS	21 - 22
ARTICLE 14	PROMOTIONS	23 - 27
ARTICLE 15	VACATION	28 - 31
ARTICLE 16	SHIFT EXCHANGES	32
ARTICLE 17	SICK LEAVE	33 - 37
ARTICLE 18	WORK RELATED INJURY	38 - 40
ARTICLE 19	ADMINISTRATIVE LEAVE	41 - 42
ARTICLE 20	HOLIDAYS	43
ARTICLE 21	INSURANCE	44 - 45
ARTICLE 22	CLOTHING ALLOWANCE	46 - 49
ARTICLE 23	EDUCATION	50 - 52
ARTICLE 24	GRIEVANCE AND ARBITRATION PROCEDURES	53 - 57
ARTICLE 25	STATION FACILITIES	58
ARTICLE 26	PAYDAY SCHEDULE	59
ARTICLE 27	HOUSEKEEPING DUTIES	60
ARTICLE 28	INVALIDATION	61
ARTICLE 29	POSITION DESCRIPTIONS	62 - 63
ARTICLE 30	RESIDENCY	64
ARTICLE 31	TRANSPORTATION	65
ARTICLE 32	UNION BUSINESS	66 - 67
ARTICLE 33	ANNUAL PHYSICAL AND DRUG/ALCOHOL TESTING	68
ARTICLE 34	WORKING HIGHER CLASSIFICATION OR MOVE-UP	69 - 70
ARTICLE 35	FAMILY AND MEDICAL LEAVE POLICY	71
ARTICLE 36	SENIORITY	72
ARTICLE 37	PROBATION	73 - 74
ARTICLE 38	DISCIPLINE AND DISCHARGE	75
ARTICLE 39	CREDENTIALING PROGRAM	76 - 78
ARTICLE 40	LABOR-MANAGEMENT	79
ARTICLE 41	HEALTH AND SAFETY	80
ARTICLE 42	DURATION OF AGREEMENT	81

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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 Commissioners of the Lehigh Acres Fire Control and Rescue District, (hereinafter referred to as the "Employer" or "District"); and The Southwest Florida Professional Firefighters and Paramedics, Local #1826, (hereinafter referred to as the "Union"). It is the purpose of this Agreement to promote harmonious relations between the Employer and the Union; to foster safety in the work place; to provide for equitable and prompt peaceful adjustment of differences which may arise concerning the interpretation or application of this Agreement; and to establish rates of pay, hours of work, and other terms and conditions of employment.
- 1.2.) This Agreement is intended to promote the best interests of the public 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.**

# Article 2



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## RECOGNITION

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



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## 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 dues from each paycheck in the amount specified to be current by the treasurer of the Union, from the pay of those members of the bargaining unit who individually request, in writing, that said deductions be made. Such deductions shall be remitted each month by the Employer to the treasurer of the Union, which shall include a list of the names of the employees who have either commenced or stopped dues deductions from their check for that month.
- 4.2.) Any authorization for the deduction of dues may be cancelled by any employee upon thirty (30) days written notice to the Employer and to the Union.
- 4.3.) The Employer agrees to payroll deductions of union dues, and five (5) additional deductions as listed below:
1. Nationwide Retirement Solutions
  2. Ameritas
  3. Reserved
  4. Reserved
  5. Reserved

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 of 1986, as amended (IRS Code). Changes in deductions for the deferred compensation plan other than specified above are at the will of the plan participant.

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



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## 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 this Agreement; provided, the Employer shall not be precluded from adopting and revising reasonable work rules, with advance notice to and an opportunity for input from the Union. If reasonable adoptions or revisions occur, the Employer shall, upon request from the Union, provide a written explanation of why the 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  
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## 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.**

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# Article 7 2021 2024

## WAGES

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7.1.) The step pay plan is an eight (8) step system from top to bottom in each position. All newly hired employees into the rank of Firefighter shall automatically be placed in Firefighter step 1. Bargaining unit employees shall progress to the next step on the anniversary date of their hire. Any bargaining unit employee who is promoted shall be placed in a step in the higher classification (rank), which will result in the employee receiving a minimum of a two and one-half percent (2.5%) increase in pay. After any promotion the employee shall progress to the next step on the anniversary date of their promotion. All step pay increases shall begin the next pay period after the step increase.

Bargaining unit employees in a Step 5 position prior to calendar year 2021 will move to the step associated with years of service in their current rank on October 1, 2021. (e.g., FF hired on 2/15/16 would move to Step 6 and proceed to Step 7 on 2/15/22. Employees who have completed 7 years in their current rank will move to Step 8). Bargaining unit employees that moved to a Step 5 position in calendar year 2021 will move to Step 6 and future steps in their current rank on their anniversary date of their promotion.

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

FireFighter		Engineer / FTO		Lieutenant	
				Step 8	\$ 37.13
				Step 7	\$ 36.22
				Step 6	\$ 35.31
				Step 5	\$ 34.40
				Step 4	\$ 33.49
				Step 3	\$ 32.58
		Step 8	\$ 31.67	Step 2	\$ 31.67
		Step 7	\$ 30.76	Step 1	\$ 30.76
		Step 6	\$ 29.85		
		Step 5	\$ 28.94		
		Step 4	\$ 28.03		
		Step 3	\$ 27.12		
Step 8	\$ 26.21	Step 2	\$ 26.21		
Step 7	\$ 25.30	Step 1	\$ 25.30		
Step 6	\$ 24.39				
Step 5	\$ 23.48				
Step 4	\$ 22.57				
Step 3	\$ 21.66				
Step 2	\$ 20.75				
Step 1	\$ 17.97				

Inspector Civilian		Inspector		PEIO	
Step 8	\$ 34.26	Step 8	\$ 38.91	Step 8	\$ 32.82
Step 7	\$ 33.17	Step 7	\$ 37.82	Step 7	\$ 31.74
Step 6	\$ 32.08	Step 6	\$ 36.73	Step 6	\$ 30.65
Step 5	\$ 30.99	Step 5	\$ 35.64	Step 5	\$ 29.57
Step 4	\$ 29.90	Step 4	\$ 34.55	Step 4	\$ 28.49
Step 3	\$ 28.81	Step 3	\$ 33.46	Step 3	\$ 27.41
Step 2	\$ 27.72	Step 2	\$ 32.37	Step 2	\$ 26.33
Step 1	\$ 26.63	Step 1	\$ 31.28	Step 1	\$ 25.25

Credentialed Paramedic Firefighter Trainee	
Step 3	\$ 20.75
Step 2	\$ 19.84
Step 1	\$ 17.14

7.2.) If an employee meets the requirements to perform the duties of an absent employee in a higher classification, on a temporary basis, the employee will be allowed to “move-up” and shall receive a temporary increase for each hour worked according to the position as listed below:

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

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

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

7.4.) 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

56-hour Employee:

- EMT -\$1.09
- EMT Credentialed -\$1.82
- Paramedic Credentialed -\$4.72

40-hour Employee

- EMT -\$1.45
- EMT Credentialed -\$2.41
- Paramedic Credentialed -\$6.25

- 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 or Florida State certified Paramedics 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.
- Employees that are assigned to an ambulance shall receive a temporary increase for each hour worked of \$3.00 per hour.

- Employees hired on or after October 1, 2018, who are certified or licensed by the State of Florida as a Paramedic, filling the position of Paramedic, must maintain their credentialed status during their employment with the District. Failure to do so may result in termination of employment.
- 7.5.) All employees that are credentialed as an EMT or Paramedic, regardless of rank, shall be subject to ambulance ride time at the department's discretion.
- 7.6.) Engineers and Lieutenants that are credentialed as an EMT or Paramedic may be reassigned to staff an ALS/BLS ambulance, as a last resort to avoid shutting an ALS/BLS ambulance down; after all other measures have been taken to staff the ambulance. Such reassignments shall be accomplished by reassigning employees with the lowest seniority in their rank.
- 7.7.) The union and the employer agree that it is in the best interest of the department and the citizens we serve, to attract and retain experienced Firefighters and Paramedics. To this end, the employer shall have the discretion to start experienced employees utilizing the following schedule:
- a. A Firefighter with five (5) or more years of professional firefighting experience will be placed at step 3 – Firefighter base pay.
  - b. A credentialed Paramedic, within Lee County, or under the District's Medical Director will be placed at step 3 – Credentialed Paramedic Firefighter Trainee base pay.
  - c. A firefighter with five (5) or more years of professional firefighter experience and credentialed Paramedic credentialed within Lee County, or under the District's Medical Director, will be placed at step 4 – Firefighter base pay. **END.**

# Article 8



2021  
2024

## OVERTIME PAY

### 8.1.) 56-hour:

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

### 48-hour:

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

### 40-hour:

Non-shift employees shall be paid at one and one-half (1 ½) times the employee's current hourly rate of pay in excess of forty (40) hours per week.

8.2.) At the employee's option, in lieu of monetary overtime compensation, the employee may receive compensatory time (comp time) off at a rate of not less than one and one-half (1 ½) hours of compensatory time for each hour of overtime worked up to a maximum number of 72 hours. Such accrued compensatory time hours must be used in the calendar year in which it was earned. Compensatory time off will be permitted based upon the staffing needs of the District.

8.3.) The Employer reserves the right to determine proper staffing in each respective job grade.

8.4.) Overtime will be offered respective rank by respective rank, and with specific credentials as applicable, in the agreed electronic system, and all overtime hours will start from zero (0), on January 1<sup>st</sup> of each year. The Admin Battalion Chief on duty will be responsible for scheduling and updating the overtime list with the approval and supervision of the District 6 DVP and the Fire Chief. No employees during the initial six (6) months of employment will be scheduled for overtime. After the initial six (6) months, the employee's name will be added into the electronic system by rank and their overtime hours placed at zero (0). The employee shall provide a secondary means of contact for overtime. All employees eligible for the overtime will be notified simultaneously as soon as the District recognizes the need. 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 most senior employee who accepted the overtime 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 leave shall count towards hours worked to calculate overtime.
- 8.6.) If all employees in the same job rank refuse overtime, the Employer shall move through the next higher rank to fill the available overtime. If no one outside the original rank accepts the overtime, then the employee in the original rank that has the least amount of overtime hours, that is currently on shift, shall be ordered into work. If no one in the original rank can be found to be ordered in, the Employer shall move through the next higher rank until someone can be found to be ordered in.
- 8.7.) If an employee is ordered in to fill an overtime position, they shall be paid two (2) times their hourly rate for all hours worked.
- 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.
- 8.9.) When emergency leave is requested during a tour of duty, the Battalion Chief may either call in a replacement or operate at reduced staffing during the balance of the shift, with the approval and under the supervision of the Fire Chief. **END.**

# Article 9



2021  
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## HOURS OF WORK

9.1.) 48-hour Shift Employees:

A normal working tour shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty with the normal work week of forty-eight (48) hours computed over a twenty-one (21)-day cycle. In order to have an average work week of forty-eight (48) hours, the seventh (7th) shift in the twenty-one (21)-day cycle shall be a twenty-four (24)-hour work tour scheduled off (Kelly day). Assigned Kelly days may be adjusted to meet the operational needs of the District. The first day of a twenty-one (21) day or less work cycle begins the first (1st) day after the first (1st) Kelly day. Any employee that wishes not to receive a Kelly day may choose to opt-out, one time only, and continue to work a fifty-six (56) hour work week. "This one time election to opt-out, if elected by an employee, shall remain in effect with the employee being unable to opt back in for the duration of this Agreement, including any status quo period."

9.2.) 56-hour Shift Employees (Only for New Hire Probationary Employees):

A normal working tour shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty with the normal work week consisting of an average of fifty-six (56) hours per week. The work period will consist of fourteen (14) days and the pay period will consist of the same fourteen (14) days. The actual scheduled hours during the fourteen (14) day period will be either ninety-six (96) or one-hundred and twenty (120) hours. In order to have an average work week of fifty-six (56) hours, the actual scheduled hours during the fourteen (14) day period will be averaged to equal 112 hours. The rate of one and one-half (1 ½) times the employee's current hourly rate of pay will be paid when hours worked exceed an average of one-hundred and six (106) hours in a fourteen (14) day period.

9.3.) The starting time for shift change is 0800 hours unless changed by the Fire Chief. Such change shall not exceed one (1) hour earlier or later than 0800 hours. A twenty-one (21) day notice will be given prior to any such change. To ensure adequate and balanced staffing levels employees may be reassigned to different shifts to meet the operational needs of the District. Such shift changes will be given a twenty-one (21) day notice prior to such change. Any employee that wishes to voluntarily waive the (21) day notice to change shift may be permitted to do so, so long as the change does not disrupt operational needs of the District.

9.4.) All new hires shall be subjected to an orientation program established by the Fire Chief. This program shall consist of four (4) forty (40) hour orientation work weeks prior to the employee being assigned to duty. This program may be modified to meet the needs of the Department (increase or decrease in required hours) as determined by the Fire Chief.



- 9.5.) Non-shift employees hired after the date of this agreement shall work forty (40) hours per week, with the scheduling of hours and days (Monday - Saturday) to be determined by the Fire Chief, and have a duty-free, unpaid half-hour for lunch. Non-shift employees hired before this agreement will continue to work their current scheduled hours and days, unless a change is agreed upon by the employee and the District.
- 9.6.) Any employee attending extended mandatory education for minimum standards fire school shall receive his full pay and benefits while attending minimum standards fire school.
- 9.7.) Shift employees shall not work more than forty-eight (48) consecutive hours. This is to include overtime, and ordered-in overtime. This does not include mutuals, out-of-town emergencies, and natural disasters.
- 9.8.) Employees are expected to be at their respective work location at the designated time. If an employee fails to report to work at the designated time, the first offense will result in an oral reprimand. The second offense will result in a written reprimand. The third offense will result in a twelve (12) hour suspension without pay. The fourth offense will result in administrative action up to and including discharge. Any employee not at their respective work location by the scheduled starting time (without authorized leave) will be considered A.W.O.L. **END.**

# Article 10



2021  
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## CALLBACK PAY

- 10.1.) Emergency duty shall be defined as time when employees who are off duty are ordered to report for duty because of incidents that are of such magnitude that 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 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 of Commissioners hereby retains and reserves to itself and other administrative personnel of the District, without limitation, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and vested in them by the Constitution and the laws and regulations of the United States and of the State of Florida, and the policies of the Lehigh Acres Fire Control and Rescue District, according to the rights set forth by Chapter 447 of the Florida Statutes.
- 11.3.) Employee rights as provided by local, state and federal law are hereby preserved, including firefighters' rights as defined in Chapter 112, Part 8, Florida Statutes. **END.**

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# Article 12



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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.**

# Article 13



2021  
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## PERSONNEL REDUCTIONS

- 13.1.) Reduction of personnel shall be based upon Continuous Departmental Seniority (defined in Article 36.1). Employees with the least seniority will be laid-off first with two (2) weeks prior notice.
- 13.2.) In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion. If employees were promoted on the same date, reduction in rank shall then be based upon the rank of the employees on the promotional exam from which they were promoted. Employees shall retain the right to return to the rank from which they were previously reduced, with any such displaced employee enjoying a right of automatic recall to the next vacancy from which the employee was reduced. Employees returned to their previous rank in this manner will maintain their original promotion date as if they were never reduced in rank.
- 13.3.) For purposes of recall, employees laid off in accordance with this article shall be eligible to be returned to work for up to a period of 18 months (540 days) as follows:
- (a) If a vacancy occurs for any reason, employees laid off will be recalled to work based on Continuous Departmental Seniority as established on the recall list.
  - (b) The Employer shall call the employee's last known telephone number, and if no response, shall send 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 position being rehired, has been given the opportunity in writing to return to work or the recall period expires.
  - (c) If the recalled employee refuses to return to work, or if the recalled employee does not provide 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, Continuous Departmental Seniority shall be augmented by one (1) year (365 days) for those employees who qualify under Section 295.07, Florida Statutes, as amended, for preference in employment retention. It shall be the employee's responsibility to request Veteran's Preference in writing, in a timely manner and to verify their entitlement to the Veteran's Preference. **END.**

# Article 14



2021  
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## PROMOTIONS

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

However, whenever a determination is made regarding groups of employees moving on to the next step in the promotional process, this will be done on the basis of score and performance without knowledge of the candidates' identity. The District shall post

notice no less than forty-five (45) calendar days prior to the start of a promotional process. Such notice shall include the projected dates for each portion of the process and all source materials to be utilized. Textbook(s), source materials will have the chapters and/or pages defined. This posting will also identify additional characteristics that will be considered by the Fire Chief in making selections once a rank order eligibility list is established. This posting is in addition to the time period defined in section 14.1.

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

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

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

(b) Factors affecting this selection may include but are not limited to:

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

14.7.) ELIGIBLE POSITIONS

(a) Field Training Officer (FTO): The following prerequisites must be met prior to making application for the testing process:

- A minimum of two (2) years' experience as a functioning credentialed Paramedic with Lee County.
- A minimum of three (3) years as a shift employee with Lehigh Acres Fire Control and Rescue District or two (2) years as a shift employee with the Lehigh Acres Fire Control and Rescue District and two (2) years' service at an approved career fire department or EMS service.
- Must possess and maintain a Florida Paramedic certification.



- Must possess and maintain a BLS, ACLS, PALS and Handtevy instructor certification within one (1) year after appointment.
- Must possess an approved EVOC course certification.
- Must possess a Driver's License applicable to current law or changes thereof.

(b) ENGINEER: The following prerequisites must be met prior to making application for the testing process:

- A minimum of three (3) years as a shift employee with Lehigh Acres Fire Control and Rescue District or two (2) years' service at an approved career fire department and two (2) years as a shift employee with the Lehigh Acres Fire Control and Rescue District.
- Must currently be a move-up Engineer
- Must possess and maintain a Florida EMT or Paramedic certification.
- Must possess a Florida BFST Pump Operator certification.
- Must possess a Florida BFST approved Aerial Operations course certificate of completion.
- Must possess an approved EVOC course certification.
- Must possess a Driver's License applicable to current law or changes thereof.

(c) LIEUTENANT: The following prerequisites must be met prior to making application for the testing process:

- A minimum of five (5) years working as a shift employee with Lehigh Acres Fire Control and Rescue District, or three (3) years' service at an approved career fire department and three (3) years as a shift employee with the Lehigh Acres Fire Control and Rescue District.
- Must currently be a move-up Lieutenant
- Must possess and maintain a Florida EMT or Paramedic Certification.
- Must possess a Florida BFST Fire Officer I certification.
- Must possess a Florida BFST Incident Safety Officer certificate of completion.
- Must possess a Florida BFST Pump Operator certification.
- Must possess a Driver License applicable to current law or any changes thereof.

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

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

- Suspended or Demoted for Disciplinary Reasons 12 months
- DUI Conviction or adjudication withheld 12 months
- Pleads Nolo Contendere to Felony Charge 48 months
- Misdemeanor Conviction or adjudication withheld 48 months  
(related to Florida Statute 633.426)
- Felony Conviction or adjudication withheld 48 months

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

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

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

#### 14.12.) TESTING

(a) An odd number, 3 or more proctors shall be used in the practical portion of the test.

(b) Video recording shall be made of all practical portions of the test.

(c) Should any question be declared invalid, this shall not be cause for invalidating the test. If any question is declared invalid, that question shall be declared invalid for all persons taking the promotional test. The final score for the test shall be based on the remaining number of questions.

(d) The identity of all promotional applicants shall be concealed by the use of an identification number. Should the District fail to grade a test because of an identifying mark, other than the identification number on the test, the person taking the test shall have the right to grieve the circumstances involved with the failure to grade the test.

(e) The District agrees to ensure a challenge process will be established prior to the administration of any promotional examination. This challenge process shall be within 10 days after the test.

(f) Upon written request, the District agrees to provide a feedback session within a fifteen (15) time frame following the posting of test results.

- 14.13.) If an employee is bypassed in the promotional process, they may request and be granted a meeting with the Fire Chief, to discuss the reasons for being bypassed, which the District agrees to provide within a thirty (30) day time frame following the decision.
- 14.14.) Employees who are promoted to a rank outlined in this article, and are currently in a position with the same pay scale/pay grade, will be laterally moved into the same pay grade as they were in their previous position (i.e., F.T.O promotes to Engineer).
- 14.15.) Rank is defined as the position obtained by successfully completing a recognized promotional process, placement on a ranked eligibility list, and acceptance of said promotion to a rank as defined in this article. No other title or position not identified as a rank may circumvent the promotional process as defined in this article. **END.**

# Article 15



2021  
2024

## 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 or schedule hereinafter identified under the appropriate article.
- 15.3.) In administering this article, employees' anniversary dates shall be used only for the purpose of identifying the appropriate vacation schedule that applies to their years of continuous service.
- 15.4.) Except as may be otherwise provided, vacation may not be used or submitted 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, they will be subject to progressive disciplinary action. 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.
- 15.5.)
  - 1.) Method of requesting and using vacation leave.
    - (a) 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.
    - (b) 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.
    - (c) 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>th</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>th</sup> year to completion of 25 <sup>th</sup> year	32	384
From 26 <sup>th</sup> year until separation	38	456

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

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

2.) Use of earned vacation leave.

- (a) Vacation leave should be used primarily to provide employees with rest and relaxation; however, earned vacation leave credits may be used for any prudent and productive purpose when approved by the Fire Chief.
- (b) Employees serving their initial probationary period may not take vacation leave during the first six (6) months of their employment.
- (c) Changes in vacation, other than vacation requests submitted prior to December 1<sup>st</sup>, must be submitted to the Fire Chief. Cancellations must be submitted and approved electronically at least sixty-eight (68) hours for shift employees and eight (8) hours for non-shift employees prior to the beginning of the vacation date. Requests must be submitted and approved electronically at least one (1) hours for shift employees and one (1) hour for non-shift employees prior to the beginning of the vacation date.
- (d) Shift changes by the Department shall not affect approved vacation leave.
- (e) The same holiday time period may not be 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 7<sup>th</sup> of each year.
- (f) When District staffing is less than 150 employees:
  - a. No more than four (4) employees per shift will be allowed vacation time on the same calendar day.
  - b. A maximum of two (2) Lieutenants may be off on vacation per shift.
  - c. A maximum of two (2) Engineers may be off on vacation per shift.
- (g) When District staffing is more than 150 employees:
  - a. No more than five (5) employees per shift will be allowed vacation time on the same calendar day.
  - b. A maximum of three (3) Lieutenants may be off on vacation per shift.
  - c. A maximum of three (3) Engineers may be off on vacation per shift.
- (h) Non-shift employees do not count towards (f) & (g) staffing as referenced above.
- (i) Vacation leave may be used in no less than five (5) hour increments by non-shift employees and twelve (12) hour increments by shift employees.

- 3.) An employee who is separated from employment by resignation, discharge or retirement shall be compensated for unused vacation leave at their regular rate of pay in effect at time of separation, not to exceed the designated 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 above one (1) hour in length, for personal or prudent reasons, shall be submitted to the employee's immediate supervisor one (1) hour prior to the exchange. In circumstances beyond the employee's control, employees may arrange hold-over shift exchanges with employees leaving shift at the same station, as long as the 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 permitted to work "down" in a position as a result of a shift exchange (i.e. Lieutenant can work for an Engineer who is a move-up Lieutenant as long as they are currently qualified and previously held the position of Engineer – refer to Article 34.6). Both parties must mutually agree at the time of the exchange. 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 all periods before being absent from duty.
- 16.5) Employees serving their initial probationary period may not submit shift exchanges during the first six (6) months of their employment, unless an exchange is approved by the employee's Battalion Chief. **END.**



# Article 17



2021  
2024

## SICK LEAVE

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

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

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

1) Methods of earning sick leave.

- a) All regular full time employees that are filling established positions shall be awarded sick leave as follows:
  - (i) Non-shift employees will be granted eighty four (84) hours as of January 1<sup>st</sup> of each year.
  - (ii) 48-hour employees will be granted one hundred twenty (120) hours as of January 1<sup>st</sup> of each year.
  - (iii) 56-hour employees will be granted one hundred sixty eight (168) hours as of January 1<sup>st</sup> of each year.
- b) Employees hired after January 1<sup>st</sup> of each year will be awarded sick leave on a pro-rated basis, (1/12<sup>th</sup> of the annual award) for each calendar month remaining in the year, including the month of hire.
- c) Employees that change from 48-hour to 56-hour, or vice versa, will have their accrual amount adjusted accordingly. If an employee has used more sick time hours than would be accrued at the time of change from 56-hour to 48-hour, the employee will reimburse the District for the excess time used.
- d) For the months of October through December 2021, employees shall continue to accrue ten (10) hours per month for shift, and seven (7) per month non-shift.

2) Use of sick leave.

- a) The Employer may grant sick leave to an employee when the employee:
- (i) Is incapacitated for the performance of their duties by sickness or injury that is not job related,
  - (ii) Is 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, or
  - (iv) Requests to use sick leave after Workers' 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 twelve (12) hour increments by non-shift and shift employees respectively.

A medical certificate shall be required of shift employees returning to work after the use of any amount of sick time on two (2) or more consecutive 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) The words "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 certificate from the examining physician stating:

- (i) The dates the employee was under the physician's care.
  - (ii) The date the employee is able to return to work.
  - (iii) That the employee can return to work without restrictions when the employee was out of work due to an **injury**, and
  - (iv) The employee was not able to work due to illness or injury on the dates that the employee was on sick leave.
- f) When reporting illness, the employee must call the on-duty Admin Battalion Chief on their department cell phone. If the on-duty Admin Battalion Chief cannot be contacted, the employee needs to leave a voice mail or text message on the on-duty Admin Battalion Chief's department cell phone.
  - g) If the employee does not call in sick at least one (1) hour prior to their scheduled starting time, they will be subject to progressive discipline. 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.
  - 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 Battalion 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 Designate Officer (DO) and/or HR, will make the determination to send the individual home or 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:
    - (i) 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
    - (ii) 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
    - (iii) 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 employee will be subject to progressive discipline. 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 (not in their initial probationary period) may donate accumulated sick leave hours to other employees who have exhausted all of their sick leave hours. Donated sick leave hours shall be deducted from the account of the donor. Employees wishing to donate sick leave hours shall complete the proper electronic form and forward it to the District 6 Union DVP for approval, and the District 6 Union DVP will forward it to the Fire Chief.
- 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. District 6, or District 19 members 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, in writing, the availability of any paid time off benefit, before the donation will be approved by the Fire Chief.

### 5) Conversion of Sick Time

At the end of each year, employees may elect to receive pay for unused sick hours from the current year in lieu of placing unused sick leave hours into their non-pay sick leave bank. A maximum of one hundred-twenty (120) hours for shift employees and a maximum of eighty-four (84) hours for non-shift employees can be cashed in each year at the rate of 100%. Sick leave hours in the non-pay sick leave bank shall not be subject to payment. The employee shall submit a written request for such conversion by December 31st for the current year. Payment will be made the second pay period in January. Employees may also elect to move a portion of yearly sick time into their non-pay sick leave bank.

### 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 will be prorated in the final year of employment by awarding (1/12<sup>th</sup> of the annual award) for each completed calendar month of employment in that calendar year. **END.**

# Article 18



2021  
2024

## 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 by them 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 his/her regular rate of pay under this 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 and Medical Leave Act of 1993 (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 Worker's 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 their 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, they 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**

When deemed 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. If 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) shift 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 in this provision shall limit the Employer's right to suspend the employee with or without pay. If an employee is placed on administrative leave with pay, the employee may be assigned to a non-shift employee work schedule to be determined by the Fire Chief.

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 recognized and observed by the District in accordance with this article and Article 27:

New Year's 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 ten (10) hours of pay at the employee's current hourly rate of pay for each of the holidays listed in 20.1.

20.3.) Non-shift employees shall be given 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.) For an employee to be eligible to receive holiday pay he/she must not have used sick leave on the day before, the day of, or the day after the holiday.

20.5.) For shift personnel, the holiday time period is defined as the day before, the day of, or the day after the holiday. **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, with premiums being paid in full by the Employer. The Employer will provide the same health, dental insurance and prescription program for the employees' family, with premiums being paid in full by the Employer if the employee elects to have family coverage.

Eligibility requirements 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 shall be in a minimum amount of seventy-five thousand (\$75,000) dollars and shall be paid in full by the Employer. Pursuant to the provisions of the IRS Code, life insurance that carries a value of more than \$50,000 is subject to a schedule created by the IRS for FICA and Medicare withholding. These deductions will be noted in the last pay period of the calendar year and identified on the pay stub, unless designated or required otherwise.

21.3.) The Employer shall furnish any retired employee (not family) with a minimum of twenty years of service with the District, life insurance in the amount of ten thousand (\$10,000) dollars to be paid by the Employer.

21.4.) The retired employee will also be able to maintain his and his dependent's health insurance with the Employer's company, at the retired employee's sole expense, so long as the insurer allows retired employees and their 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 the District shall constitute an insurance committee to ensure that the employees receive optimal health coverage and to ensure that the Employer's premiums are reasonable. The Board shall have the final approval.

- 21.6.) The Employer agrees to pay a H.I.S. (Health Insurance Subsidy) for each employee retiring from the District with a minimum of twenty (20) years' service with the FRS. The maximum amount shall be \$5.00/month for each year of credited service in the FRS, (i.e., \$5.00 x 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 Employer elects to provide such coverage.
- 21.8.) The insurance committee listed in 21.5 shall ensure that the employees receive the optimal plan, and ensure the Employer's premiums are reasonable. The Board of Commissioners shall have the final approval. END.

# Article 22



2021  
2024

## CLOTHING ALLOWANCE

- 22.1) All uniforms, protective clothing and protective devices/equipment required by the employee shall be furnished by the Employer. "Department" as used within this article also includes Department-approved. Department-approved shall be any uniform or uniform accessory, which has been approved by the Fire Chief.
- 22.2) The District will create a Uniform Committee, consisting of one (1) member from each rank, and up to an equal number of members from Administration. The Uniform Committee will make recommendations to the Fire Chief for changes to the approved uniform and equipment covered in this article.
- 22.3) Uniform Distribution:

Upon appointment, each new employee shall receive the following:

### CLASS A ITEMS:

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

\*Note: Uniform hat with badge will be provided upon completion of probationary period.

### CLASS B ITEMS:

- Two (2) short-sleeve polo with appropriate rank;

### CLASS C ITEMS:

- Three (3) new BDU type pants;
- One (1) new BDU type shorts or one (1) additional BDU type pants in place of said shorts;

- Five (5) new department T-Shirts with appropriate rank;
- One (1) winter jacket or job shirt;

22.4) For any changes, or upon promotion or demotion to a different rank, the employee shall be provided the uniform items appropriate for the new rank, less any item already issued in the case of a demotion. If the employee moves into a position that requires wearing a polo shirt, the employee will be provided three (3) polo shirts.

22.5) Upon promotion to the rank of Lieutenant, the employee shall receive the appropriate Class A uniform items, to include one (1) dress coat, one (1) coat badge, one (1) set of collar brass, and one (1) pair of uniform gloves.

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

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

- One (1) turnout coat;
- One (1) turnout pants;
- One (1) helmet with faceplate;
- One (1) pair of suspenders;
- One (1) pair of (extrication) gloves;
- One (1) pair of turnout boots;
- One (1) pair of turnout gloves;
- Two (2) hoods;
- One (1) set of combo gear or wildland gear;
- Four (4) accountability tags;
- One (1) personal SCBA mask - with eyeglass inserts and lenses as required (if needed); and
- SCBA equipment shall be readily available to each employee operating at an incident (stored in assigned vehicle or apparatus).

22.7) “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.

22.8) Shoes/Boots/Belt:

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

22.9) Uniform/Uniform Accessory Catalog:

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

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

22.10) Uniform Credit Amount and Ordering System:

1) Date of Issue and Amount:

On October 1<sup>st</sup>, 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 \$80.00, shall roll over to their new fiscal year credit amount.

2) New Hires Proration:

New hires shall have the above-referenced amount prorated for the fiscal year following their hire date as follows: The total credit amount shall be divided by three hundred and sixty-five (365) and rounded to the one hundred's place. Then, that remaining number shall be multiplied times the amount of days between the employee's hire date and the following October 1<sup>st</sup>. The prorated amount will not be less than Two-Hundred (\$200.00).

3) Ordering System:

The District will process orders at the end of the month upon completing the proper request in the electronic platform.

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

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

22.13) 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.

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

22.15) Uniform Care:

Employees will be responsible for the care and cleaning of their uniforms. Those items listed in this article, which by virtue of the manufacturer's cleaning instructions require treatment other than normal washing, shall be cared for at the expense of the District. If any items as outlined in this article are damaged during work hours, and upon completing the proper form in the electronic platform, 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).

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

22.17) In the event an employee misplaces their assigned safety equipment, they shall have the monetary amount for said item(s) deducted from their 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.

22.18) 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.

22.19) 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.
- 23.2) An employee who receives an Associate Degree or Bachelor's Degree in an approved field (only one) shall receive a stipend as provided by the State Fire Marshal as long as the funds are available through the state program, the approved degree field as defined and accepted by the Bureau of Fire Standards and Training (BFST). Payment shall begin upon receipt of confirmation from the BFST.
- 23.3) Any employee whose tuition, lab fees or books, and/or time to attend school or training, are paid by the Employer must complete five (5) years of service with the District after completing the course. In the event the employee does not do so, they shall reimburse the Employer for all costs for that employee's tuition, lab fees and books, and paid time to attend school or training. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays. This paragraph does not apply to any employee who is involuntarily severed from the Department and does not apply to courses required for license renewal. This paragraph shall apply only to initial fire school training, initial E.M.T. training, initial paramedic training, and any accredited college courses paid for by the Department.
- 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 requirements listed below will receive the following pay for each pay requirement:
- \$52 bi-weekly
- 23.6) Pay increases will begin in the next pay period after appropriate confirmation of eligible educational pay requirements.

### Eligible Educational Pay Requirements:

- 1) Florida BFST Fire Officer I Certification
- 2) Florida BFST Fire Officer II Certification
- 3) Florida BFST Fire Officer III Certification
- 4) Florida BFST Firesafety Inspector I Certification
- 5) Florida BFST Firesafety Inspector II Certification
- 6) Florida BFST Fire & 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 BFST approved 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) AHA BLS Instructor Certification
- 17) AHA ACLS Instructor Certification
- 18) AHA PALS Instructor Certification
- 19) State of Florida Paramedic License (non-credentialed)
- 20) Florida BFST Approved Aerial Operations Certification
- 21) Child Passenger Safety Tech
- 22) \*The District will pay the following incentives for these approved degrees. Only the highest degree will be accepted.
  - a. Associate Degree in an eligible field as defined by the BFST
    - i. 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) Additional Eligible Education Pay Requirements for employees filling the full-time position of Fire Inspector or PEIO with a combined maximum of eight (8)

- 1) CPR Instructor
- 2) Basic First Aid Instructor
- 3) Clowning I
- 4) Youth Fire Setting Prevention and Intervention Certification
- 5) Florida BFST Firesafety Inspector III Certification

23.8) An employee who receives an educational pay increase as provided in 23.5, 23.6, or 23.7 and fails to maintain current training certificates as defined in 23.5, 23.6, or 23.7 will lose their educational pay until such time as their certificate or license is restored.

23.9) 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 BLS, ACLS, or PALS 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.

23.10) 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.

- 23.11) Any employee needing a state certification shall reimburse the Employer if required state certification is not successfully obtained within six (6) months of completion of course. All related costs from the course paid for by the Department will be deducted from the employees' paycheck. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays.
- 23.12) Employees attending courses related to their job descriptions shall be allowed time off from duty with pay to attend classes, provided such absence does not cause staffing in each rank to drop below minimum guidelines. It is the employee's responsibility to contact the Admin Battalion Chief prior to 0700 hours on the day they attend class to make sure their absence does not cause staffing to drop below minimum staffing. The employee must have an approved mutual or other approved leave type for any class that their absence may cause staffing to drop below minimum guidelines. Employees under a "new hire" probationary period are not eligible for time off from duty to attend classes, unless the courses are related to initial paramedic training.
- 23.13) Any employee who does not successfully complete the required firefighter paramedic trainee requirements in Article 29 shall reimburse the Department for all related costs for the course paid for by the Department as listed in 23.3. These fees will be deducted from the employees' paycheck. The amount may be divided equally and deducted from each paycheck, not to exceed thirteen (13) consecutive paydays. END.

# Article 24



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

### STEP 1:

- An employee shall utilize the chain of command outlined in the organizational chart to submit 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/or the Union representative may submit the grievance to arbitration.

### STEP 3:

- If the grievance has not been settled in one of the above STEPS, or an extension of time agreed upon by both the District and the Union, the Union may submit the

grievance to arbitration for binding disposition within ten (10) business days after a decision is provided in STEP 2. The Union shall reserve sole authority for its members over the decision to submit a grievance to arbitration.

- The Union will forward their decision to submit a grievance to arbitration, in writing, on the approved grievance form.
- As soon after the request for arbitration is served, the Federal Mediation and Conciliation Service (FMCS) shall be requested to supply the parties with a panel of seven (7) Arbitrators. Within ten (10) business days after receipt of such panel, the parties will meet or confer by telephone to strike three (3) names, one at a time, from the list and the name remaining shall be the Arbitrator. The party grieving shall strike first. Either party may strike an entire panel.
- The Arbitrator shall be impartial, neutral, and mutually accepted by both parties. The FMCS rules will apply. The parties further agree to accept the Arbitrator's decision as final and binding.
- The compensation and expenses of the arbitration shall be borne by the losing party as determined by the Arbitrator, excluding attorney fees. When the Union does not represent the aggrieved employee (grievant) in an arbitration proceeding, and the Arbitrator decides in favor of the Employer, the aggrieved employee will be considered the losing party. In the event of a compromise award (neither party prevails on all issues), both parties shall share the arbitration fees and expenses equally.
- The expenses of witnesses or other participants for either side shall be paid by the side producing or utilizing them. Department employees called as witnesses shall be paid if called during normal working hours. Off-duty employees called by the Department shall be compensated at time and one half.
- Either party to this Agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.
- The arbitrator shall not have the power to add to, or subtract from, modify or alter the terms of this Agreement and shall determine the question of arbitrability first if the question is raised by either party.
- Upon receipt of the Arbitrator's award, corrective action, if any, will be implemented as soon as feasible.

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

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

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

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

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

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

The following grievance took place on \_\_\_\_\_ (Date/Time of Day)

at \_\_\_\_\_ (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 aggrieved person throughout the Grievance Procedure\*\*\****

# Article 25



2021  
2024

## STATION FACILITIES

- 25.1) Living facilities shall be provided for all employees during their assigned shifts or tours of duty. Such facilities shall include air-conditioning and heating for sleeping quarters, kitchen, showers, bathrooms and lounge for each station and shall be in working order.
- 25.2) In the event it becomes necessary for the Employer to modify or change any of the existing living facilities, it shall ensure that the living facilities of each station shall not be reduced below the equivalent of those existing as of the effective date hereof.
- 25.3) The Employer shall provide parking facilities for employee vehicles at the fire station. 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.**

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# Article 26



2021  
2024

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## PAYDAY SCHEDULE

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- 26.1) The Department's pay schedule will be biweekly (26 pay schedule cycles per year). Each pay schedule will begin on Sunday at 0800 hours and end on the second Sunday thereafter at 0759 hours.
- 26.2) Payday for each pay schedule shall be the Thursday immediately following the end of the preceding pay schedule. Employees shall be paid for all hours worked during the preceding pay schedule and all appropriate supplemental pay due, i.e., overtime, and other paid leave, etc.
- 26.3) Errors in the amount of pay shall be corrected and a new or supplemental direct deposit made as soon thereafter as possible, except in case involving external factors beyond the control of the District.

**END.**

# Article 27



2021  
2024

## HOUSEKEEPING DUTIES

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

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# Article 28



2021  
2024

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## 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.**

# Article 29



2021  
2024

## POSITION DESCRIPTIONS

The following are minimum requirements for each specified job position:

29.1.) **EMERGENCY MEDICAL TECHNICIAN (EMT)**

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

29.2.) **FIREFIGHTER**

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

29.3.) **FIREFIGHTER EMERGENCY MEDICAL TECHNICIAN**

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

29.4.) **CREDENTIALLED EMERGENCY MEDICAL TECHNICIAN FIREFIGHTER**

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

29.5.) **CREDENTIALLED PARAMEDIC/ FIREFIGHTER TRAINEE**

A person who has a valid State of Florida Paramedic Certificate, and has been credentialed for duty as a paramedic by the District's Medical Director.

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

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

29.6.) **CREDENTIALLED PARAMEDIC FIREFIGHTER**

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

29.7.) **PARAMEDIC FIELD TRAINING OFFICER (FTO)**

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

29.8.) **ENGINEER**

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

29.9.) **CREDENTIALLED ENGINEER PARAMEDIC**

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

29.10.) **LIEUTENANT**

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

29.11.) **CREDENTIALLED LIEUTENANT PARAMEDIC**

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

29.12.) **PUBLIC EDUCATION INFORMATION OFFICER (PEIO)**

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

29.13.) **INSPECTOR**

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

29.14.) **CIVILIAN INSPECTOR**

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

29.15.) **MECHANIC**

A person who is employed as a vehicular mechanic.

Each person in each grade shall be responsible for the duties assigned to him by the Fire Chief. **END.**

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# Article 30



2021  
2024

## RESIDENCY

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



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# Article 31



2021  
2024

## TRANSPORTATION

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

# Article 32



2021  
2024

## UNION BUSINESS

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

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

32.9) Union Time Bank:

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

District 6 Bargaining Unit members, not in their initial probationary period, shall contribute four (4) hours of vacation leave time to the Union Time Bank during January of each year, but only if the Union Time Bank has less than 500 donated hours. Contributions will be deducted from the account of each employee and placed into the Union Time Bank on the second pay period in January.

An employee who is not a member of the Union and who does not wish to participate in the funding of the Union Time Bank may opt out of this program by providing written notice to both the Union and the District.

When use of the Union Time Bank will cause overtime, or staffing to fall below the minimum required staffing levels, hours may be used at one and one-half (1 ½) times to offset any cost incurred by the District in backfilling for the member utilizing this time bank.

The Union Time Bank total may be available on the District's electronic database but the District shall not be held responsible for the compliance of this Bank.

32.9) The Union DVP shall be afforded two hours during the new hire orientation period. This time shall be used to provide the employee instruction on the Collective Bargaining Agreement, to which they must adhere. **END.**

# Article 33



2021  
2024

## ANNUAL PHYSICAL AND DRUG/ALCOHOL TESTING

- 33.1) For the safety and well-being of the employees and the community, the District will require annual physical exams for all employees. Annual routine fitness-for-duty drug/alcohol testing will be required for all employees.
- 33.2) Drug and alcohol testing requirements of District employees will be in accordance with SOP 100.13 – Drug and Alcohol Free Workplace, and is intended to comply with the Drug-Free Workplace Program requirements set forth in Section 440.102, Florida Statutes, and the implementing regulations promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers Compensation.
- 33.3) All required physical exams and drug/alcohol tests will be performed by a physician of the District's choice and at the District's expense. The required exams and tests will be scheduled for all employees while they are on duty. The required exams and tests may reference NFPA 1582, current edition. The District, in its sole discretion, may elect to submit all required physical exams and drug/alcohol tests through the District provided health insurance carrier for payment. A challenge to a drug/alcohol test result, including verification testing, shall be at the expense of the employee.
- 33.4) The physical exams and drug/alcohol tests required of employees shall be in accordance with District policy and this Agreement.
- 33.5) Any results of the physical examination and Drug/Alcohol tests shall be held strictly confidential as described in the Lehigh Acres Fire Control and Rescue District's Annual Physical Exam and Drug/Alcohol Testing Policy. **END.**

A handwritten signature in blue ink, appearing to be "Jen".

# Article 34



2021  
2024

## WORKING HIGHER CLASSIFICATION OR MOVE-UP

- 34.1) The District and the Union agree to maintain a working higher classification or move-up eligibility list for the positions of Engineer, Lieutenant, and Battalion Chief. Such eligibility lists shall list the names of eligible candidates.
- 34.2) The District shall create a task book for each position to be completed by eligible candidates in a mentoring fashion. Candidates may enter the required task book six (6) months prior to being eligible to test for the move-up position if they meet all of the certification requirements for the position. The task book shall be agreed upon by the Fire Chief, or his/her designee, and the Union.
- 34.3) For the positions of Engineer and Lieutenant the task book shall be completed with and signed off by the candidate's shift Lieutenant, to be reviewed by the Training Division.
- 34.4) For the position of Battalion Chief the task book shall be completed with and signed off by the candidate's Battalion Chief, to be reviewed by the Training Division.
- 34.5) An employee, who meets the requirements of District 19 working higher classification or move-up process, will be allowed to perform the duties and accept the responsibilities of the position.
- 34.6) An employee may work down in a classification as long as they are currently qualified and held that position previously, both parties must agree to work out of classification.
- 34.7) ELIGIBLE WORKING HIGHER CLASSIFICATION OR MOVE-UP POSITIONS
- 1) ENGINEER: The following prerequisites must be met prior to making application for the assessment process:
- A minimum of two (2) years as a shift employee with Lehigh Acres Fire Control and Rescue District.
  - Must have completed the Engineer Task Book.
  - Must possess and maintain a Florida EMT or Paramedic certification.
  - Must possess a Florida BFST Pump Operator certification.
  - Must possess a Florida BFST approved Aerial Operations course certificate of completion.

- An approved EVOC course certification.
  - A Driver License applicable to current law or changes thereof.
- 2) LIEUTENANT: The following prerequisites must be met prior to making application for the assessment process:
- A minimum of four (4) years working as a shift employee with Lehigh Acres Fire Control and Rescue District, or two (2) of years' service at an approved career fire department and two (2) years as a shift employee with the Lehigh Acres Fire Control and Rescue District.
  - Must have completed the Lieutenant Task Book.
  - Must possess and maintain a Florida EMT or Paramedic Certification.
  - Must possess a Florida BFST Fire Officer I Certification.
  - Must currently hold the position of Engineer or Move-up Engineer.
  - A Driver License applicable to current law or any changes thereof.
- 3) BATTALION CHIEF: The following prerequisites must be met prior to making application for the assessment process:
- A minimum of three (3) years working as a Lieutenant as a shift employee with Lehigh Acres Fire Control and Rescue District.
  - Must have completed the Battalion Chief Task Book.
  - Must possess and maintain a Florida EMT or Paramedic Certification.
  - Must possess a Florida BFST Fire Officer II Certification.
  - Must possess a Florida BFST Incident Safety Officer certificate of completion.
  - Must have attained twenty (20) college credits in Fire Science, Emergency Medical Services, or related fields from an accredited college or university.
  - Must possess a Driver License applicable to current law or any changes thereof.
- END.**

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# Article 35



2021  
2024

## FAMILY AND MEDICAL LEAVE POLICY

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### 35.1) Purpose and Coverage

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

# Article 36



2021  
2024

## SENIORITY

- 36.1) "Continuous Department Seniority" is defined as the length of time an employee has been continuously employed in any capacity with the District and shall mean the most recent date of employment. "Seniority in rank / classification" is defined as the length of time an employee has been continuously in a rank/classification.
- 36.2) "Continuous Department Seniority" shall apply in the computation and determination of eligibility for all benefits where length of service is a factor (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 are 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 Battalion Chief will make a recommendation to either place the employee on permanent status or terminate employment with the District.
- (f) For the new employee to complete the probationary period prior to one (1) year, the Battalion Chief and all of their shift Lieutenants must unanimously agree to sign the new employee off and place them on permanent status.
- (g) During this new hire probationary period, management shall make reasonable efforts to provide appropriate instruction and training for the employee to succeed in the new position. Any performance deficiencies shall be identified and documented in writing during the probationary period. The new employee shall make every effort to correct any performance deficiency immediately.
- (h) 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. This Agreement will be in writing and signed by all parties.

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

# Article 38



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 time periods as follows:
- Oral Reprimand – One (1) year
  - Written Reprimand – Two (2) years
  - Suspension – Permanent
  - Demotion – Permanent
  - Discharge from employment (termination) – Permanent. **END.**

# Article 39



2021  
2024

## CREDENTIALING PROGRAM

- 39.1) This article defines the process for employees to become credentialed Emergency Medical Technicians and/or Paramedics.
- 39.2) The Fire Chief must approve filling any vacancies. To enter the Credentialing Program the employee must:
- Hold a valid driver license.
  - Hold a valid Florida Emergency Medical Technician or Paramedic Certificate, respectively.
  - 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 their Battalion Chief 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 Division and their Battalion Chief on the first shift of each month.
  - The employee, FTO, Training Division, and Battalion Chief(s), shall meet every two (2) months to evaluate the employee's progress in the program.
- 39.5) In the event the employee is not making progress in the Credentialing Program:
- The FTO must provide written documentation of the employee's performance.
  - The employee, FTO, Training Division, Battalion Chief(s), 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 (3) months from the date of removal.
  - If the employee voluntarily removes themselves from the program, they may re-enter the program at a later date if a FTO is available.
  - 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 credentialed EMT or 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 their credentials removed or suspended by the Medical Director, the State of Florida, or other authorized investigating agency, or if the employee fails to meet all recertification requirements of the State of Florida and/or the Medical Director. Or, at the employee's request due to extreme personal circumstances, at the District's discretion on a case-by-case basis.
- 39.10) When an approved Paramedic position becomes available, employees in the rank of Firefighter/EMT will be considered first and will start with the employee who has been credentialed the longest. In the event multiple employees in the rank of Firefighter/EMT were credentialed on the same day, the employee with the most District seniority shall receive the incentive. If there are no eligible employees in the rank of Firefighter/EMT, and the list has been exhausted, any available positions remaining will be open to all ranks. The same process will be used to determine selection order, starting first with the employee credentialed the longest, then by District seniority when all else is considered equal.
- 39.11) Credentialed Paramedics who do not receive the Paramedic incentive shall not be the only Paramedic assigned to an ALS unit.

39.12) The number of approved Paramedic positions shall be determined by the Fire Chief based on the operational needs of the District. **END.**

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# Article 40



2021  
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## LABOR-MANAGEMENT

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

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

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

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# Article 41 2021 2024

## HEALTH AND SAFETY

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- 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 6 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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- 42.1) 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.
- 42.2) Should either party desire to change or modify any article in this Agreement, it shall require mutual consent. Any such change or modification shall be in writing and ratified by both parties.
- 42.3) 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



2021  
2024

PAGE

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

Lehigh Acres Fire Control and Rescue District Board of Commissioners

Melissa Barry  
Melissa Barry

Dated: Oct 11, 2021

Linda Carter  
Linda Carter

Dated: 10-21-2021

Robert Bennett  
Robert Bennett

Dated: Oct 11 2021

Debra Cunningham  
Debra Cunningham

Dated: 10-11-2021

Lucia Sherman  
Lucia Sherman

Dated: 10/12/2021

Lehigh Acres Fire Control and Rescue District

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