

A Collective Bargaining Agreement  
Between

Fort Myers Shores Fire Protection & Rescue  
Service District

and

Southwest Florida Professional  
Fire Fighters & Paramedics,  
IAFF Local 1826, District 18  
IAFF Local 1826, District 20

Effective through September 30, 2022

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## **ARTICLE 1 PREAMBLE**

- 1.1 In accordance with Chapter 447, Part II of the Florida Statutes, this agreement (which is herein sometimes referred to as “contract”) is entered into by and between Fort Myers Shores Fire Protection & Rescue Service District (hereinafter, the District or Employer or Department) and the Southwest Florida Professional Fire Fighters Local 1826, International Association of Fire Fighters, Inc. (hereinafter, the Union).
- 1.2 The purpose of this agreement is to promote and maintain harmonious and cooperative relationships between the District and its employees, both individually as well as collectively through the Union; to foster safety in the work place; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement; and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours, and terms and conditions of employment.
- 1.3 This agreement is intended to promote the best interest, of the public, District and employees by providing the highest level of fire protection, prevention, suppression, education, and medical services consistent with rescue services that the District currently provides to the citizens within the District in the most professional, efficient and cost-effective manner possible, based on available resources.

## **ARTICLE 2 RECOGNITION**

- 2.1 The District hereby recognizes the Union as the exclusive bargaining agent for employees of the District as certified by the Florida Public Employees Relations Commission in Case No. RC-2003-122, Certification #1477, April 15<sup>th</sup>, 2004 (District 18) and Case No. RA-2008-002, Certification #1669, May 29, 2008 (District 20).

The appropriate bargaining units are comprised as follows:

### **INCLUDED:**

**DISTRICT 18:** All certified Firefighters employed by the Fort Myers Shores Fire Protection and Rescue Service District in the classifications of Engineer and Firefighter.

**DISTRICT 20:** All certified Firefighters employed by the Fort Myers Shores Fire Protection and Rescue Service District in the classification of Operations Division Captain.

**EXCLUDED:** All other employees of the Fort Myers Shores Fire Protection and Rescue Service District, specifically excluding the classifications of Chief, Deputy Chief, and Administrative Assistant.

**ARTICLE 3 STRIKE PROHIBITION, WORK REQUIREMENTS AND DISCRIMINATION**

- 3.1 The Union and bargaining unit members do not assert and will not assert or advocate any right to engage in any work stoppage, slow down or strike, or to withhold services or otherwise hinder the District's operations. Each employee shall comply with this article and the strike prohibition of Section 447.505, Fla. Statutes and the Constitution of the State of Florida, Article 1, Section 6.
- 3.2 In justice and fairness to the District, and all persons who are served by it, all employees shall report to work on time, not leave early unless authorized, be prompt in reporting to their assigned duties, and faithfully perform their duties.
- 3.3 Neither the District nor the Union shall discriminate against any employee covered by this agreement because of Union membership or non-membership, or for any reason not contrary to law.

## ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The District shall utilize the “proper cause standard” as a measure of appropriate discipline for bargaining unit members. In imposing discipline, the District will abide by the Firefighter Bill of Rights and the Garrity Act. Discipline can be imposed by any officer to his subordinates without the necessity of using the chain of command. There are four types of discipline, which are as follows: 1. Oral discipline- the record of which remains in the employee’s personnel file for one year from the date of the incident; 2. Written discipline- a record of which remains in the employee’s personnel file permanently; 3. Suspension- the record of which remains in the employee’s file permanently; and 4. Termination/Discharge- the record of which remains in the employee’s file permanently.
- 4.2 All newly hired employees shall be described as “probationary employees” for the first twelve months of their employment. Probationary employees may be discharged without recourse.
- 4.3 The Union recognizes the District and the Chief as the District’s authorized business agent and acknowledges they possess the sole right to operate the District and all management rights are reposed in them subject to applicable law and the terms of this agreement.
- 4.4 Management Rights include but are not limited to, the following:
1. to direct all operations of the District;
  2. to establish reasonable work rules and schedules of work;
  3. to hire, promote, transfer, schedule and assign employees to positions within the District’s Organization;
  4. to suspend, demote, discharge, or otherwise discipline employees;
  5. to relieve employees from their duties because of lack of work or for any other legitimate reasons;
  6. to maintain efficiency of fire and rescue operations;
  7. to take whatever action is necessary to comply with Federal, State and Local Laws;
  8. to introduce new and approved methods or facilities;
  9. to change existing methods or facilities;
  10. to determine the kinds and amounts of operational services to be performed, and the number of personnel classifications required to perform such services;
  11. to contract for goods and services;
  12. to determine the methods, means, and personnel by and through which operations are to be conducted;
  13. to take whatever action is necessary to carry out the functions of the District in situations of emergency;
  14. to promote, hire or appoint such personnel as may be deemed necessary to fulfill management or supervisory functions, required for proper operations;

15. and to make such adjustments, as may be deemed necessary, to the budgeted expenditures incurred or agreed to, so as to maintain a sound financial profile of tax revenues received and disbursed.
- 4.5 The exercise of the management rights set forth in this article shall not preclude employees from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this agreement.
- 4.6 Nothing contained in Article 4 shall waive the Union's rights to negotiate and or impact bargain over the effects of a decision by the District. Nothing contained in Article 4 shall give the District more control or power over bargaining unit members than Florida Statutes or Federal Law specifies.

## **ARTICLE 5 UNION RIGHTS**

- 5.1 Members of the bargaining unit shall have the right to: either join the Union, or not join the Union. They shall also have the right to engage in lawful concerted activities for the purpose of collective bargaining negotiations and to express or communicate to management any view, grievance, complaint or opinion, related to the conditions of compensation and terms of employment of public employees for their betterment, all free from restraint, coercion, discrimination or reprisal.
- 5.2 Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues that affect the welfare of its members or the District as long as it is clearly presented as the view of the Union and not necessarily the view of the District to the District's elected officials.
- 5.3 The Union may display a bulletin board in any station of the District. This bulletin board may be 3' x 4', and may be displayed in the designated employee area at all stations. Materials to be posted shall be submitted by the Union Representative to the Chief or his designee for approval or denial prior to being posted on the board(s). Materials which are derogatory, or abusive in language or not related to Union business or which contains material inappropriate for posting in a public building, or which are factually inaccurate shall not be posted, and if they are improperly posted, the material will be removed by the Chief or Union Representative.
- 5.4 The Union may display a certificate of 100% membership in an area of public view, so long as the Union maintains 100% membership of all bargaining unit employees.
- 5.5 The Union DVP or his designee will have the opportunity to send information to Union employees upon the approval of the Chief, and at no cost to the District, by submitting all copies of the information to the District for enclosure with the employee's paychecks. Distribution of paychecks will not be delayed to accomplish this request.

## **ARTICLE 6 RULES AND REGULATIONS**

- 6.1 All employees subject to this agreement shall comply with all provisions of this agreement and the Memos, Rules and Regulations, Job Descriptions, Department Orders, Policies, Strategic Operating Guidelines (which are defined as written guidelines that explain what is expected and required of fire service personnel in performing their jobs), and Protocols of the District.

The District shall also comply with all provisions of this agreement and the Rules and Regulations, Job Descriptions, Department Orders, Policies, Strategic Operating Guidelines (which are defined as written guidelines that explain what is expected and required of fire service personnel in performing their jobs), and Protocols of the District. The District agrees that there will be no discrimination in how the Memos, Rules, Regulations, Job Descriptions, Department Orders, Policies, Protocols, or Strategic Operating Guidelines are applied.

- 6.2 The District agrees to furnish each employee with a complete set of existing documents described above in Article 6.1. Employees shall sign the appropriate form that they have received or are in receipt of the following documents:

1. Rules and Regulations
2. Job Descriptions
3. Department Orders
4. Policies
5. Strategic Operating Guidelines
6. Medical Protocols as they apply to EMT's

Where there is any conflict between the Memos, Rules & Regulations, Job Descriptions, Department Orders, Policies, Protocols, Strategic Operating Guidelines and this agreement, this agreement shall prevail. This Article shall not preclude employees from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this agreement.

- 6.3 The District agrees to conduct all disciplinary actions and disciplinary investigations in accordance with Florida Statutes 112.80 (Firefighters Bill of Rights), which is incorporated by reference herein. Employees that are asked to appear before management to answer questions, which could result in disciplinary action being taken against him/her, shall be advised of their right to have a Union representative of their choosing available to be present.
- 6.4 All existing documents described above in Article 6.1 in operation on the effective date of this agreement shall remain in full force and effect if not specifically in conflict with any article or section of this agreement.

## **ARTICLE 7 UNION BUSINESS**

- 7.1 The District agrees to allow the Union to hold its meetings at the District Station meeting room at a mutually agreed time and date.
- 7.2 Up to three (3) employees of the District who are a part of the "Union negotiating team" shall be allowed to attend all negotiating meetings which shall be mutually set by the District and the Union.
- 7.3 The District agrees to allow all elected "Union Officers" on-duty to attend Union meetings at the station, providing proper manning is met without having to call in additional personnel.
- 7.4 The District agrees to allow all "Union members" to donate a minimum of four (4) hours in one (1) hour increments of vacation time. Donated hours will be converted to monetary funds, based on the employee's hourly rate and used to offset any cost incurred by the District in backfilling for the member utilizing "Union time".
- This donation of time shall be accomplished during the 1<sup>st</sup> pay period of October each year. If a DVP leaving on Union business causes the need for overtime, sufficient hours donated, as converted, to the Union time bank shall be available for department use to pay for the overtime cost incurred. Unused time shall roll over to the next calendar year.
- 7.5 All Union members should fill out the form 7A on the next page, authorization to deduct vacation hours from one's accumulated time.
- 7.6 The District agrees to provide a copy of the District's monthly fire commission meeting minutes (monthly) to the DVP's at printing or as soon thereafter as possible.
- 7.7 The District shall not be held responsible for compliance with Article 7.4.
- 7.8 All on-duty employees shall normally be allowed to attend monthly commission meetings, provided they are not being utilized on other department business such as special events, emergency calls or urgent tasks.

**ARTICLE 7-A UNION BUSINESS TIME DONATION SHEET**

7-A.1 I hereby authorize the District to deduct \_\_\_\_\_ hours (a minimum of 4 hours in 1 hour increments) from my vacation time, converted to the value of my hourly wage to be placed in the Union time bank for official Union functions. Please turn in this form to the District Union DVP during January of each year.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

## **ARTICLE 8 DUES DEDUCTION**

- 8.1 The District shall deduct, without charge, from the pay of all Union members who authorize such deduction, the monthly dues payable to the Union.
- 8.2 Payroll deduction shall be accomplished each of the first 2 pay periods of each month, not to exceed 24 deductions in a calendar year. The amount deducted will be determined by dividing the monthly amount, as certified by the Union's Secretary/Treasurer.
- 8.3 Employees desiring the dues deduction shall authorize it by completing an appropriate form prescribed by the District and included in Article 8A.
- 8.4 Employee's dues shall be mailed to the Union office once each month with a roster indicating each employee's amount deducted. A Union employee list shall be provided to the Union, sorted alphabetically.

**ARTICLE 8A DUES DEDUCTION AUTHORIZATION**

I hereby authorize the Fort Myers Shores Fire Protection & Rescue Service District, or its agents, to deduct from my earnings, the regular monthly dues (uniform in dollar amount) in the amount certified by the Secretary/Treasurer of the Union. This authorization is revocable by a notice in writing to the District.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the District and any agent, from liability therefore.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

FD ID# \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

**STOP DUES DEDUCTION AUTHORIZATION**

I hereby authorize the District or its agents, to stop deducting from my earnings, the regular monthly dues (uniform in dollar amount) in the amount certified by the Secretary/Treasurer of the Union. This authorization is revocable by a notice in writing to the District.

I hereby waive all rights and claims for said moneys so deducted and transmitted in accordance with this authorization and, further and separately, relieve the District and any agent, from liability therefore.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

FD ID# \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

## **ARTICLE 9 GRIEVANCE PROCEDURE**

- 9.1 In a mutual effort to provide harmonious working relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of this agreement.
- 9.2 Definition. For the purpose of this agreement, a grievance is defined as an alleged violation of a specific written provision of this agreement, which involves the meaning, interpretation or application of this agreement.
- 9.3 Nothing in this agreement shall be construed to prevent any employee from presenting, at any time, his/her own grievance in person to the District and having such grievances adjusted without the intervention of the bargaining unit agent; provided the adjustment is not inconsistent with the terms of this agreement and if the Union has been given reasonable opportunity to be present at any meeting called.
- 9.4 Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual agreement of the parties in writing.
- 9.5 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 meeting where the grievance may be settled. The District will be responsible for notifying the Union of any meetings where grievances may be settled.
- 9.6 All grievances as outlined above must be in writing and must contain the following information:
- a) Article and section of the agreement alleged to have been violated;
  - b) A full statement of the grievance, giving facts, dates and times of events, and specific violation with the remedy or adjustment desired;
  - c) Signature of aggrieved employee and date signed.
- 9.7 The Union will be responsible for submitting all grievances to arbitration.

### **DISTRICT 18 PROCEDURES**

**STEP 1:** The grievant shall file the grievance to the on-duty captain, within seven (7) business days of the alleged violation and or the time the employee gained knowledge of the alleged violation of the agreement. The captain shall have seven (7) business days from the receipt of said grievance to review, address and respond to the grievance in writing.

STEP 2: If the grievance is not resolved in STEP 1, the aggrieved employee, at the conclusion of STEP 1, within seven (7) business days of the conclusion of STEP 1, with or without Union representation, shall present the grievance in writing to the Chief.

STEP 3: The Chief shall investigate the alleged grievance and shall within twelve (12) business days of receipt of the written grievance from STEP 2 conduct a meeting between himself/herself, the grievant and his/her representative as needed. Both parties will mutually agree to the meeting date. The Chief shall notify the aggrieved employee of his/her decision giving facts “if the grievance was denied” no later than twelve (12) business days following the meeting date.

#### DISTRICT 20 PROCEDURES

STEP 1: The grievant shall file the grievance to the Chief, within ten (10) business days of the alleged violation and/or the time the employee gained knowledge of the alleged violation of the agreement.

STEP 2: The Chief shall investigate the alleged grievance and shall within twelve (12) business days of receipt of the written grievance conduct a meeting between himself/herself, the grievant and his representative as needed. Both parties will mutually agree to the meeting date. The Chief shall notify the aggrieved employee of his/her decision giving facts “if the grievance was denied” no later than twelve (12) business days following the meeting date.

9.8 The Union shall notify the Chief’s office of its intention to file or not file for binding arbitration no later than ten (10) business days after the response is received in STEP 3 of the Grievance Procedure for District 18 and STEP 2 of the Grievance Procedure for District 20. The decision to move a grievance to arbitration lies solely with the Union as the contracting party in this agreement and as the exclusive authorized bargaining agent for employees.

9.9 The parties affected shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from the Southeast region. Arbitrators shall be selected from such panel by alternately striking names from this list (the District shall strike first) until the last name is reached. The striking of names will take no longer than fifteen (15) business days from receipt of said panel.

9.10 Limitations on the powers of Arbitrator are as follows:

- a) The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this agreement.

- 9.11 The Arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on the District, unless there is a basis for appeal under federal or state law.
- 9.12 The Arbitrator will divide the cost of the arbitration services between the parties equally. Each side desiring a transcript will pay for it. Expenses for witnesses shall be borne by the party calling said witnesses.

## **ARTICLE 10    REDUCTION OF PERSONNEL**

- 10.1    In case of a personnel reduction within one or more job classifications, the reduction shall be determined by seniority within the District. Reduction of personnel shall be implemented only after the District and the Union meets to discuss all other possible financial solutions. However, any final decision as to the reduction of personnel will be the right of the District based on business necessity. Reduction of personnel will start with the lowest job classification and shall be by lowest in seniority within that particular classification.
- 10.2    No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.
- 10.3    In the event the recalled employee does not report back to work within ten (10) calendar days after receiving notification, the District will recall the next senior laid-off employee.
- 10.4    In the event the list of laid-off employees is exhausted, or if no recalled employees report back to work within ten (10) calendar days after receiving notification, the District may hire a new employee to fill the vacancy.
- 10.5    The notification in 10.3 shall be by certified mail (return receipt requested) to the employee's last known address as it appears in the personnel records.
- 10.6    The District agrees not to enter into any agreement with any private fire protection agency at any time during the existence of this agreement.
- 10.7    For purposes of reduction of personnel, employees who qualify under § 295.07, Florida Statutes, for a veteran's preference, shall have 90 days added to their time of employment for seniority purposes. Each employee shall be responsible to request a veteran's preference treatment for personnel reductions, in writing, prior to the personnel reduction and each employee will be responsible to verify that they are entitled to a veteran's preference under § 295.07, Florida Statutes.

## **ARTICLE 11    WORKERS COMPENSATION**

- 11.1    If an employee is injured in the line of duty, he/she must notify the Chief or his/her designee, and file for Workers Compensation under Florida Statute within 24 hours, when possible. Currently, the information for properly filing a Workers Compensation claim is located on the large bulletin board outside the Chief's Office.
- 11.2    The District shall maintain a Workers Compensation supplemental insurance policy, at the District's sole cost, which provides supplemental wage benefits to employees on Workers Compensation disability. The amount of the Workers Compensation supplemental/insurance payment to an employee will equal the difference between the Workers Compensation payment received by the employee and the employee's normal wages using the employee's straight time rate of pay for 56 hours per pay cycle. In no instance will an employee receive more than 100 % of his/her normal wages calculated at his/her straight time rate of pay while on Workers Compensation disability.
- 11.3    Employees on worker's compensation disability shall return for light duty as soon as the employee is released by their physician to perform light duty work, providing light duty is available within the District.
- Employees on light duty shall receive the holiday off and therefore will not receive holiday pay.
- 11.4    The District shall maintain the District's current AFLAC policy coverages.

## **ARTICLE 12 SICK LEAVE**

### **12.1 Sick Leave**

Shift employees in the bargaining unit shall accrue 14 hours of sick leave per month for the 2020-2021 fiscal year. Shift employees in the bargaining unit shall accrue 16 hours of sick leave per month for the 2021-2022 fiscal year. Sick leave may be accumulated for shift personnel. Sick leave shall be charged on an hour for hour basis. If an employee utilizing sick leave causes the need for overtime, then the sick leave must be utilized for the entire shift

### **12.2 Approved Uses of Sick Leave**

Sick leave may only be utilized for employee sickness, sickness in the employee's immediate family, necessary medical and dental appointments, injury, disability, pregnancy, for quarantine by health authorities or as approved by the Chief.

### **12.3 Immediate Family**

For purposes of this article, immediate family is defined as a spouse, child, father, mother, foster child, stepchildren, grandparent, or any financially dependent relative living in the employee's household, any person of which the employee is the legal guardian, or additionally at the discretion of the Chief.

### **12.4 Notification of Absence**

Notification of absence due to illness or injury shall be given to the Officer in charge as early as possible. However, all employees must provide at least an hour advance notice of their inability to report for duty due to illness/injury. Calls should be minimized between the hours of 2200 - 0530 hrs. For an employee reporting an illness notification within 60-minutes of the start of their workday the employee will be docked 1 hour without pay for every 15 minutes that passes. i.e., an employee that calls in sick 30 minutes before the start of their workday would receive 2 hours without pay.

### **12.5 Excused and Unexcused Sick Leave Requirements**

Each fifty-six (56) hour per week employee shall be granted four (4) unexcused instances of sick leave per calendar year. An unexcused absence shall be defined as a return to work from an off-duty sickness or injury without presenting a Doctor's certificate for the doctor visit. For employee's absences after four (4) unexcused absences per calendar year, the employee must present a Doctor's certificate, at the employee's expense during their first shift back to work. After four (4) unexcused absences, at the District's discretion, it may require the employee to be seen by the District's physician for the purpose of confirming said illness/injury before the employee can return to work. If there is a delay in an employee returning to work that is caused by being ordered to see the District's physician before the employee can return to work, the employee will receive Paid Administrative Leave at the employee's regular rate of pay for the time period between the employee being ordered to see the District's physician and the District's physician issuing the Doctor's certificate authorizing their return to

work. The District will pay all co-pays associated with the Doctor visit with the District's physician ordered by the District and the employee will use the insurance the District provides. A Doctor's certificate shall be required of any employee returning to work after the use of three (3) or more consecutive shifts of sick leave.

**12.6 When Accumulated Sick Leave is expended**

Employees may voluntarily contribute sick leave hours to another employee, in time of need. When an employee's term of illness exceeds his/her accumulated sick leave, he/she shall use his/her accumulated vacation time, rather than applying for leave without pay. Employees may also contribute vacation hours to another employee, in time of need, after said employee is approaching exhaustion of his/her accrued sick and vacation leave.

**12.7 Line of duty death payment**

Employees who die in the line of duty will be eligible for payment of 100% of their accumulated sick leave. This will be paid to the deceased employee's estate or the last stated beneficiary on file with the District.

**12.8** If an employee retires with a minimum of 25 years as a certified firefighter in Florida and with a minimum of 15 years as an employee of the District, the retiring employee will receive a lump sum payment, within 15 days of retirement, of up to but no more than 154 hours of the retiring employee's accrued and unused sick leave time calculated at the retiring employee's base rate of pay under Article 30 that is in effect on the date of the employee's retirement.

**12.9 COVID / Influenza Symptoms**

All employees agree to self-monitor for symptoms of COVID-19 or influenza and are asked to notify their supervisor prior to reporting to duty if they are presenting any symptoms. If an employee presents any symptoms and reports to duty; the supervisor on duty may require the employee to be seen by the District's physician for the purpose of confirming whether the employee has COVID-19/Influenza symptoms and whether the employee can return to work as a result. If an employee is ordered to see the District's physician, the employee will receive Paid Administrative Leave at the employee's regular rate of pay for the time period between the employee being ordered to see the District's physician and the District's physician issuing the Doctor's certificate authorizing their return to work. The District will pay all co-pays associated with the Doctor visit with the District's physician ordered by the District and the employee will use the insurance the District provides. If the District's physician indicates that the employee cannot return to work due to influenza symptoms, then the employee will be required to use sick time for the time from the beginning of the shift when the employee comes to work with influenza symptoms. If the District's physician indicates that the employee cannot return to work due to COVID-19 symptoms,

then the employee will be required to follow the physician's directions and Florida Executive Order requirements if any. If the District's physician determines there are COVID-19 symptoms, the employee will receive workers compensation benefits if available, or will be required to use sick time for the time from the beginning of the shift when the employee comes to work with COVID-19 symptoms.

**"SAMPLE"**

**(Minimum Information Required)**

**DOCTOR'S CERTIFICATION OF ILLNESS/INJURY**

Employee Name: \_\_\_\_\_  
is my patient and was under my care.

Leave date (s): \_\_\_\_\_

Print Doctor's Name \_\_\_\_\_

Doctor or authorized Medical Assistant Signature

\_\_\_\_\_

**"SAMPLE"**

**(Minimum Information Required)**

Employee Name: \_\_\_\_\_

Date of Visit: \_\_\_\_\_

I have examined \_\_\_\_\_ and they are released back to  
work on \_\_\_\_\_

Doctor's Name Printed: \_\_\_\_\_

Doctor Signature: \_\_\_\_\_

## **12.11 COVID-19 Infections**

If an employee tests positive for COVID-19 and a work-related cross contamination can be established, then the illness will initially be viewed as work-related and eligible for Worker's Compensation consideration from the District's Worker's Compensation carrier. If the District's Worker's Compensation carrier determines the infection is not work-related then the employee may use their available sick leave during their non-work related COVID-19 illness.

If an employee tests positive for COVID-19 and a work-related cross contamination cannot be established the employee may use their available sick leave time.

Return to work for either work-related or community acquired COVID-19 infections will be in accordance with District Memo 2021-01. Any future amendment/modifications to District Memo 2021-01 will be mutually agreed to, in writing, between District 18, District 20, and the Fire Chief or his representative.

## **ARTICLE 13 LEAVE OF ABSENCE / BEREAVEMENT LEAVE**

### **Bereavement Leave**

- 13.1 Bereavement leave, with pay for a death in the employee's family (husband, wife, father, mother, brother, sister, son, daughter, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, or guardian) shall be granted to a full time employee. For funeral attendance in a 300 mile radius the employee shall be granted 48 hours of paid leave for 56 hours a week personnel. For funeral attendance in excess of 300 miles the employee shall receive 72 hours of paid leave for 56 hours a week personnel.

The District understands that in modern society the standard family unit has changed. With the approval of the Chief an employee may use sick-time within the parameters of the current bereavement leave article for non-standard family members. Examples of non-standard family members include, but are not limited to, an aunt or an uncle, or a foster parent.

### **Leave without Pay**

- 13.2 Leave of absence, without pay, may be granted to a fulltime employee. All written requests for leave of absence must be submitted to the Chief's Office for consideration. All leaves of absence must be approved or denied in advance, in writing, by the Chief, in his sole discretion.

During an approved leave of absence, the affected employee may, at the employee's sole cost, purchase District provided insurance benefits at the District cost, to the extent permitted by the insurance carrier.

### **Family Medical Leave Act Compliance**

- 13.3 The District recognizes family medical leave of eligible employees in certain circumstances in accordance with the Family and Medical Leave Act of 1993 (FMLA) and applicable Department of Labor regulations.

## **ARTICLE 14 JURY DUTY and SUBPOENAS**

- 14.1 Any employee receiving a subpoena for jury duty shall be given full pay for the time he/she serves while on-duty. The employee shall provide notice to the District when they receive notice themselves. It is agreed that members of the District shall not be excused from duty for the remainder of the duty shift. In any case the employee shall be released, two (2) hours prior to the time required to report for jury duty, and will report directly to the station after the completion of jury duty.
- 14.2 Any employee subpoenaed to appear for a deposition in court or at any attorney's office while off-duty for any job-related reason bearing on the performance of his/her employment duties shall be paid at one and one-half times his/her hourly rate for such time, including travel time from their residence on file with the District. The employee shall be entitled to the witness fee.
- 14.3 Employees serving on jury duty, while on-duty, shall give the District any jury duty fees received.
- 14.4 Employees subpoenaed to appear during their shift day shall notify the District of such subpoena as soon as possible.
- 14.5 Employees subpoenaed for a work-related case shall be dressed in a Class B uniform with tie.

**ARTICLE 15 VACATION / ANNUAL LEAVE**

15.1 All full-time employees are entitled to use vacation leave.

15.2 SCHEDULE FOR VACATION ACCRUAL RATE

MONTHLY LEAVE

LENGTH OF SERVICE ALLOWED	56 HR. WORKWEEK	MAX ACCRUAL
0 to 1 year	14	168
1 through 5 years	18	252
6 through 10 years	24	324
11 through 15 years	28	372
16 and above	32	460

15.3 Vacation leave shall be issued on the 1<sup>st</sup> day of each month. All employees will be charged on an hour-for-hour basis for time used as vacation.

15.4 Regular employees who are terminated, resign, or retire, shall be paid for any accrued vacation earned but not taken to the date of termination, resignation or retirement.

15.5 Employees may accrue a total of no more than the “MAX ACCRUAL ALLOWED” amount of unused vacation time as described in the chart above, based on the “LENGTH OF SERVICE”, once every calendar year as of October 1<sup>st</sup> of each year.

15.6 All requests for vacation leave must be approved by the employee's supervisor and the Fire Chief or his designee in writing before it is approved for usage. If the Fire Chief or his designee are not available, the shift supervisor alone may approve the leave.

15.7 No employee shall be granted vacation leave unless the time granted shall have already accrued or will accrue prior to the start of the vacation.

15.8 Employees shall select shift vacation time by seniority in the District. Vacation time selection shall be accomplished in October for the months of January through June and again in May for the months of July through December. Copies of these lists will be given to the Chief in a timely manner.

Vacation selection will begin with the shift employee with the most time in the District and proceed down to the shift employee with the least time in the District.

This shall be accomplished on each shift separately. Each employee shall be allowed to select up to 6 consecutive shifts in each of the two listed choosing months.

After the last employee has had the opportunity to select vacation time, the vacation calendar shall become open on a “first come, first served” application process. This open process shall apply to only the section of months available, either the first 6 months or the last 6 months.

Vacation requests that encompass a holiday, unless previously requested and not taken will have its availability rotated through the remaining shift personnel before a shift member that has previously utilized it for vacation shall be permitted to use it again.

- 15.9 One shift-working employee will be allowed off on vacation leave.
  
- 15.10 With the approval of the Chief, a Captain may elect one major life event per calendar year as a duty day off with pay if their normal duty day falls on this major life event day. An example is a Captain’s wedding anniversary or birthday of a spouse. Once the major life event day is chosen it cannot be changed without the approval of the Chief.

**ARTICLE 16 HOLIDAYS**

16.1 All 56 hour employees will receive pay of 12 hours for each holiday recognized. If an employee utilizes sick leave on the day before, day of or day after a specified holiday, as described in Article 16.2, they shall not receive holiday pay.

16.2 The following are the recognized holidays for this agreement.

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Patriots Day	September 11 <sup>th</sup>
Veterans Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday & Friday in November
Christmas	December 24 <sup>th</sup> & 25 <sup>th</sup>

16.3 The District agrees that "holiday routine" shall apply to those holidays set forth in this section and on Sunday. Holiday routine shall be defined to mean a relaxed work schedule for the duty shift, after inspection of all equipment to verify proper operational condition of same and after all repairs/maintenance of all equipment, if any, has been performed. The Union agrees that in the event certain job tasks are deemed necessary, employees shall comply with such work assignments as they may be directed to complete.

## **ARTICLE 17 HOURS OF WORK/OVERTIME**

### **17.1 HOURS OF WORK - WORK SHIFT**

Employees shall begin working at 0700 hours. The normal workday shall be from 0700 to 1600 hours. Both labor and management agree that there are times when non-emergency work may extend or occur beyond the normal work hours. In addition, both parties recognize that there are also times when personnel may complete their scheduled activities prior to the end of the normal work hours and have no other legitimate work to perform, both circumstances shall not be deemed to be in conflict with the normal work hours described in this section.

Employees will be allowed a 30-minute breakfast period and a 60 minute lunch period during the day.

Employees shall be permitted to receive promotional and in-service training during the normal working hours.

The employee agrees that each shift will be required to participate in nighttime drills. On the days night drills are scheduled, the Employer agrees to suspend all but emergency work details after 1200 hours.

### **17.2 HOURS OF WORK - WORK SCHEDULE**

All hours shall be counted as hours worked in regard to FLSA. The schedule is such that an employee will be scheduled to work one 24-hour shift on and then shall have two consecutive days off.

17.3 No more than 48 consecutive hours may be worked without a 12-hour break, unless approved by the Chief or on an emergency scene.

### **OVERTIME**

17.4 Overtime for employees in the bargaining unit shall be defined as all hours worked in excess of their normal shift, not excluding the FLSA 3 hours from 53 to 56 hours per week.

17.5 Overtime hours worked shall be paid at one and one half times the employee's hourly pay rate.

17.6 Employees held over beyond their normal work shift shall accumulate hours worked in one quarter (1/4) hour increments rounded up, this time not being considered called back time.

17.7 Employees called back to work shall receive a minimum of 2 hours pay.

- 17.8 Employees called to work earlier than normally scheduled, however in conjunction with a scheduled workday, shall be paid in increments of one-quarter (1/4) hour.

### **OVERTIME SCHEDULING**

- 17.9 Scheduling of overtime is based on the amount of overtime hours of opportunity each member has received.
- 17.10 The overtime will be filled by the employee able to fill the District's need, with the least amount of overtime opportunity. This shall be tracked by an overtime worksheet. In order to qualify to work overtime in a vacant Captain's position or a vacant Engineer's position, an employee will have to be qualified to act out of classification as a Captain or an Engineer as described in Article 32 of this agreement.
- 17.11 Overtime will be scheduled by contacting employees via text message in accordance with the District's overtime policy. The filling of the overtime shall be accomplished through the assistance of the shop steward and the shift captain.
- 17.12 The overtime procedure and worksheet shall not be a part of this agreement and may be amended between the parties when needed.

## ARTICLE 18 UNIFORMS AND EQUIPMENT

18.1 The District shall furnish, in a timely manner, all new fulltime employees with a uniform as set forth below.

Three (3) Pair Uniform Pants  
One (1) Uniform Shirt  
One (1) Winter Jacket  
One (1) Ball cap  
Five (5) Tee shirts (5)  
Two (2) Long Sleeve Tee Shirt (2)  
One (1) Belt  
One (1) Short  
One (1) Badge  
One (1) Badge Holder  
One (1) Name Tag, with "SERVING SINCE" plate.  
One (1) Set of position appropriate collar brass  
One (1) Pair of Uniform Boots (subject to Note below)  
Two (2) Polo shirts with logo  
One (1) Raincoat

18.2 Each calendar year the District shall furnish each employee, who makes a request, with any of the following new uniform items as needed:

One (1) Jumpsuit  
Three (3) Pair Uniform Pants  
One (1) Uniform Shirt  
One (1) Winter Jacket  
One (1) Ball cap  
Five (5) Tee shirts  
One (1) Long Sleeve Tee Shirt  
One (1) Short  
One (1) Board Shorts for use when conducting water operations or training.  
One (1) Belt  
Two (2) Polo shirts with logo  
One (1) Pair of Uniform Boots (subject to Note below)

With regard to the winter jacket, listed above, the item shall be furnished every third calendar year unless otherwise approved by the Chief, except for employees hired within the last six (6) months of each calendar year.

With regard to the uniform boots, listed above, the District will pay up to \$300.00 toward the purchase of a pair of uniform boots no more often than once every second calendar year unless otherwise approved by the Chief. In order to qualify for the District's payment of up to \$300.00 toward the purchase of a pair of uniform boots, an employee must make a written request to the District for pre-approval of the payment and must select a style and type of uniform boot that is

pre-approved by the District. The District will purchase the uniform boots for an employee and if the pair of uniform boots costs more than \$300.00, the employee will reimburse the District for the part of the purchase price of the uniform boots that is greater than \$300.00. In the alternative to the District paying up to \$300.00 toward the purchase of uniform boots as described above, the Chief may approve the payment of up to \$300.00 toward the purchase of a pair of alternative uniform footwear no more often than once every second calendar year for an employee who makes a written request for pre-approval of the District's payment of up to \$300.00 of alternative footwear using the same guidelines and restrictions described in this paragraph.

In addition, each calendar year the District shall furnish each District 20 employee, who makes a request, with any or all of the following additional new uniform items as needed:

- Three (1) Additional Class A Shirt
- Two (2) Additional Uniform Pants
- Three (3) Black Polo Shirts with logo
- One (1) Board Shorts for use when conducting water operations or training.

18.3 The employee is responsible to wear these uniforms and report to work with them being clean and neat in appearance. The wearing of a department approved jumpsuit in lieu of the normal duty uniform will be allowed for activities after 1700 hours or times as designated by the District.

18.4 All items provided by the District, remain the property of the District and are to be used in accordance with the departmental work rules. Upon separation, all items issued within the preceding 12 months other than those worn-out through normal use, must be returned (or paid for) by the employee before their final paycheck will be issued.

18.5 The District shall provide all necessary protective equipment to include the following NFPA Compliant items:

- Two (2) Full sets of Bunker gear;
  - One (1) Set of Wildland Fire gear;
  - One (1) Protective Hood;
  - One (1) Pair of structural gloves;
  - One (1) Structural helmet with faceplate;
  - One (1) Pair of suspenders
  - One (1) Pair of turnout boots
  - Four (4) Accountability tags
  - One (1) SCBA mask eyeglass insert and lenses, as required
  - One (1) Safety Vest
- 
- One (1) Raincoat

- 18.6 In the event any issued uniform items are lost, stolen, or otherwise unusable, the employee must notify the District immediately. The District shall determine the cause of such shortage and, if not through negligence of the employee, the District shall replace the item(s). However, if the shortage is due to the employee's negligence, the employee shall pay for replacement at a maximum of \$25.00 per pay period. Personal protective equipment will be replaced as soon as possible with cost incurred by the District, unless the employee is found to be negligent in caring for the property of the District.
- 18.7 The Employer shall provide a common washing machine, a common dryer and common laundry detergent at the station for cleaning uniforms and bedding.

## **ARTICLE 19 TRADING TIME**

- 19.1 A substitute request must be approved by the shift supervisor, if longer than 4 hours in duration. If the substitution is to be 4 hours or less it shall not be required to comply with 19.3, but must be verbally approved by the shift supervisor.
- 19.2 Trading of time will be on a rank for rank basis, unless said member is qualified to work in an “acting capacity” or as otherwise approved by the Chief. No trading of time will be allowed if it is going to result in any additional cost to the District.
- 19.3 All trade time shall be submitted and approved prior to the time requested. If the parties involved know both the substitute and payback dates, these dates shall be submitted on a single sheet, to both the shift officers impacted by this request.
- 19.4 It is up to the employees of the District to keep track of time owed by employees for whom they have worked, as permitted by the Fair Labor Standards Act. All paybacks for shift exchanges shall be the employee’s responsibility and not that of the Employer.
- 19.5 An employee that utilizes sick leave during a shift payback shall be required to submit a proof of illness, as described in Article 12.5, within 2 shifts upon returning to work. Failure to provide this proof of illness may be grounds for having 1.5 hours of sick leave deducted from your accrued sick leave time for each hour of that trade time period.
- 19.6 Upon approval of the Chief, Captains may trade time with any employee on the captain’s promotional list.

## **ARTICLE 20 EDUCATION**

- 20.1 The District shall budget \$1,200.00 each fiscal year for each employee in the District 18 bargaining unit and \$1,500.00 each fiscal year for each employee in the District 20 bargaining unit to allow for enhanced education at an approved college or seminar. The employee shall seek to further knowledge in areas represented by the District.
- 20.2 These allotted education monies shall be used to pay for tuition and required course material, so long as the required course material is not in the possession of the District for use by the employee. It may also be utilized in paying the per diem, travel and lodging cost if the seminar/school is out of the Lee, Collier, or Charlotte County area. Approval shall be by the Chief or designee.
- 20.3 The employee may request the District provide funding for the approved course and course materials in advance. If the employee does not pass said course with a C grade or better he/she shall reimburse the District for said course.
- 20.4 At the end of the fiscal year the District shall roll all unused educational reimbursement into a segregated education reimbursement line item, for eligible use by employees who have expended their educational reimbursement allotment in the previous year. The maximum amount in the education reimbursement line item shall not exceed \$20,000.00.

An employee may use up to but no more than 15% of the accrued education bank in any one calendar year with the joint approval of the Chief and the Union DVP.

- 20.5 An employee attending an approved out of town class/course, shall be reimbursed meals for the appropriate city as defined in Florida Statutes, Section 112.061. If the employee utilizes his/her own vehicle for out of town District business travel/class etc. the District shall reimburse the employee mileage cost as defined in Florida Statutes, Section 112.061. If a District vehicle is made available to an employee and said employee chooses to still utilize his/her personal vehicle then vehicle mileage reimbursement shall not apply.
- 20.6 Employees will be responsible for repayment for any education and related cost paid by the District, as it relates to Article 20, if the employee leaves within two years of the completion of said school. The District may deduct this entire amount from the balance of pay still due the employee at time of separation.

20.7 Employees may be allowed to attend approved classes while on-duty. District approval shall be based on staffing needs and an employee's attendance to said class when not on-duty. If an employee is afforded the benefit of attending an approved class while on-duty then he/she shall be required to attend all dates for said class, regardless of whether the classes are during on-duty days (as long as minimum manning is met) or off-duty days. If an employee is unable to attend an off-duty class date he/she is required to bring in a proof of illness or written statement when the absence is for anything other than illness related. These documents shall be reviewed by the Chief or his designee for determining the validity of the absence. If the absence is determined to be without merit then the on-duty attendance benefit to classes shall be forfeited for a maximum of 2 years. The Chief will generate an attendance form to be used by employees to verify their attendance which shall not be a part of this agreement and may be amended by the Chief. The current example of the attendance form generated by the Chief is on the next page of this agreement.

# Fort Myers Shores Fire Protection & Rescue Service District

## Class Attendance Time Verification Sheet

Employee Name: \_\_\_\_\_

Course Title & Number: \_\_\_\_\_

1. Date	Class start time	Class end time	Total Time
_____	_____ am/pm	_____ am/pm	_____

**Instructor's Name Print**

**Instructor's Signature**

\_\_\_\_\_

\_\_\_\_\_

2. Date	Class start time	Class end time	Total Time
_____	_____ am/pm	_____ am/pm	_____

**Instructor's Name Print**

**Instructor's Signature**

\_\_\_\_\_

\_\_\_\_\_

3. Date	Class start time	Class end time	Total Time
_____	_____ am/pm	_____ am/pm	_____

**Instructor's Name Print**

**Instructor's Signature**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief's Signature

\_\_\_\_\_  
Date

## **ARTICLE 21    ADDITIONAL RESPONSIBILITY PAY**

21.1    Bargaining unit employees of District 18 and 20 shall be eligible to receive additional responsibility pay on a per hour basis for each additional responsibility pay item listed below up to a maximum of six (6) additional responsibility pay items at a time. A bargaining unit employee will cease receiving additional responsibility pay for an additional responsibility pay item in the event the bargaining unit employee no longer meets the qualifications for the said additional responsibility pay item, including a determination by the Chief that a bargaining unit employee is no longer qualified to receive additional responsibility pay, in the Chief's sole discretion, after input by the DVP(s), for the HAZMAT Technician Level, the PEER Fitness Instructor and the EVOC Instructor additional responsibility pay items referenced below. The additional responsibility pay items, together with the minimum qualifications to receive the additional responsibility pay for each item, and the amount of the additional responsibility pay to be paid for each additional responsibility pay item and other limitations related to each additional responsibility pay item are as follows:

1. Fire Officer II – must be State certified – will receive additional responsibility pay of \$0.15 per hour – there is no limit on the number of bargaining unit employees who can receive the Fire Officer II additional responsibility pay;
2. Fire Safety Inspector II – must meet State criteria – will receive additional responsibility pay of \$0.15 per hour – there is no limit on the number of bargaining unit employees who can receive the Fire Safety Inspector II additional responsibility pay;
3. Instructor I – must be State certified – will receive additional responsibility pay of \$0.15 per hour – there is no limit on the number of bargaining unit employees who can receive the Instructor I additional responsibility pay;
4. PADI Certified Skin Dive Rescue – must be PADI certified – will receive additional responsibility pay of \$0.15 per hour – there is no limit on the number of bargaining unit employees who can receive the PADI Certified Skin Dive Rescue additional responsibility pay;
5. Fire Investigator – must meet State criteria – will receive additional responsibility pay of \$0.15 per hour – there is no limit to the number of bargaining unit employees who can receive the Fire Investigator additional responsibility pay;
6. CPR Instructor – must meet District criteria including committing to teach a minimum of four (4) CPR classes per calendar year – will receive additional responsibility pay of \$0.15 per hour – there is no limit on the number of

bargaining unit employees who can receive the CPR Instructor additional responsibility pay;

7. Rope Rescue Technician Level – must meet NFPA criteria, including annual competency verification – will receive additional responsibility pay of \$0.35 per hour – there is no limit on the number of bargaining unit employees who can receive the Rope Rescue Technician Level additional responsibility pay;
8. Confined Space Rescue Technician Level – must meet NFPA criteria, including annual competency verification – will receive additional responsibility pay of \$0.35 per hour – there is no limit on the number of bargaining unit employees who can receive the Confined Space Rescue Technician Level additional responsibility pay;
9. HAZMAT Technician Level – must meet NFPA criteria, including annual competency verification – will receive additional responsibility pay of \$1.00 hour – only 4 bargaining unit employee shall receive the HAZMAT Technician Level additional responsibility pay at a time as selected and approved by the Chief, in the Chief’s sole discretion, with input by the DVP(s);
10. PEER Fitness Instructor – must meet IAFF/IAFC Wellness Fitness Initiative (WFI) criteria – will receive additional responsibility pay of \$0.15 per hour. Once the PEER Fitness Instructor becomes certified as a PEER Fitness Instructor they will receive an increase of \$0.35 per hour for a total additional responsibility pay of \$0.50 per hour – the maximum number of bargaining unit employees who can receive the additional responsibility pay as a PEER Fitness Instructor at a time is six (6) bargaining unit employees who shall be selected by the Fire Chief, in the Fire Chief’s sole discretion, with input by the DVP(s);
11. EVOC Instructor – must meet District criteria – will receive additional responsibility pay of \$0.15 per hour – the maximum number of bargaining unit employees who can receive the additional responsibility pay as an EVOC Instructor at a time is five (5) bargaining unit employees who shall be selected by the Chief, in the Chief’s sole discretion, with input by the DVP(s).

## **ARTICLE 22    FRS RETIREMENT PLAN**

- 22.1 All employees shall be covered under the Florida Retirement System.
- 22.2 Notwithstanding anything else contained in the agreement to the contrary, each employee shall contribute the State law mandated employee contribution percentage for their participation in the Florida Retirement System. The District shall continue to contribute the balance of the cost of each employee's participation in the Florida Retirement System except for the amount that must be contributed directly by each employee pursuant to State law.
- 22.3 The District agrees to allow retired unit employees to purchase health and life insurance through the Department's insurance plan at no additional cost to the Employer.
- 22.4 The District shall maintain and administer a 457 investment plan.
- 22.5 Within 60 days prior to retirement from the FRS, an employee may add up to 500 hours of accumulated vacation time to augment their final retirement compensation as long as it is allowed by FRS guidelines.

## **ARTICLE 23 HEALTH, DENTAL, LIFE & SHORT TERM DISABILITY INSURANCE**

### **Health Insurance:**

- 23.1 Employees shall be provided with health insurance coverage for the employees and dependents at the District's cost.
- 23.2 In the event the District elects to cancel existing policies and contract for coverage with other companies, there shall be no lapse in coverage and any alternate plan purchased will be for substantially similar coverage to the extent of availability. The Union shall be notified, in advance of the District's intent to change insurance carriers.
- 23.3 The insurance coverage shall be identified in a separate signed writing, and all employees shall be provided information outlining the coverage.
- 23.4 Should an employee retire from the District, as per the guidelines outlined in the Florida Retirement System or leave the employment of the District under the provisions of the Florida Retirement System Investment Plan after serving a minimum of 25 years of service with the Florida Retirement System or reaching the age of 55 while also having served a minimum of 15 years of full time service with the District, the District agrees to continue to provide Health, Dental and coverage as outlined in this agreement, from the time of his/her retirement until the earliest date he/she is eligible for Medicare or Medicaid. This provision is not retroactive beyond October 1, 2013.
- 23.5 Currently a retired/departed employee, upon retirement/leaving the District, shall pay a monthly shared cost for his/her health, vision and dental insurance coverage equal to the amount of monthly health insurance subsidy the employee qualifies for under the Florida Retirement System rules or a minimum of five dollars (\$5.00) per year for every year of service in the FRS system, whichever is greater. This monthly shared cost shall be charged and paid regardless of whether the retired/departed employee elects to participate in the subsidy program. Shared cost payments shall be made by retired/departed employees as described above not later than the 10<sup>th</sup> day of each month for the shared cost payment owed to the District by the retired/departed employee. The failure of a retired/departed employee to pay the District their shared cost payment on or before the 15<sup>th</sup> day of each calendar month will constitute a breach of this provision by the retired/departed employee and the District's obligations to pay the retired/departed employees' health insurance premiums as described above will cease and the District will no longer be obligated to pay said insurance premiums for the retired/departed employee; however, each retired/departed employee will have one time per calendar year when he/she can pay up to 30 days late as long as

the full amount due is paid within said 30 day grace period. Nothing herein shall in any way affect the District's obligation to offer retired/departed employees the option to participate in the District's group health insurance program as provided by Florida Law at the retired/departed employee's expense.

- 23.6 So long as the Employer is paying a portion of the premiums for a retired/departed employee pursuant to Section 23.4, that employee can elect to extend coverage to the employee's dependents at the employee's cost.

**Life Insurance:**

- 23.7 Employees shall be provided with a minimum life insurance policy, equal to 100% of his/her annual wage benefit not to exceed the District's policy maximum. This life insurance benefit will apply as long as the District receives health insurance and life insurance coverages through Lee County BOCC.
- 23.8 The coverage shall conform to the policy identified in a separate signed writing.
- 23.9 The District reserves the right to terminate existing coverage and enter into a contract with other companies for comparable coverage provided there is no reduction in benefits.
- 23.10 In the event the District elects to terminate coverage and enter into a contract with another company for comparable coverage, it will be without a lapse of coverage.
- 23.11 Clarification: Article 23 shall remain open until both parties agree on a VEBA plan structure per Article 28.8.

## **ARTICLE 24 DISCIPLINE AND DISCHARGE**

- 24.1 The disciplinary actions of the District consisting of: suspensions without pay, involuntary demotions, and dismissals shall be subject to the grievance procedure.
- 24.2 The District retains the right to discipline any employee for proper cause. An employee is not entitled to any particular number of warnings prior to the imposition of discipline. Discipline shall be progressive. The District shall follow the Firefighters Bill of Rights when conducting investigations that could result in discipline being issued to a bargaining unit employee.
- 24.3 In determining the appropriateness of discipline, the District shall consider the seriousness and frequency of offenses, the employee's work history and any other factor relevant to fair and appropriate discipline. Progressive discipline should be applied unless circumstances require deviating.
- 24.4 Discipline can be imposed by any officer to his/her subordinates without the necessity of using the chain of command. There are four types of discipline, which are as follows:
1. Oral discipline - the record of which remains in the employee's personnel file for one year from the date of the incident;
  2. Written discipline- a record of which remains in the employee's personnel file permanently;
  3. Suspension - the record of which remains in the employee's file permanently;
  4. Termination/Discharge - the record of which remains in the employee's file permanently.
- 24.5 An employee shall have the right to an informal hearing prior to the imposition of discipline. At the hearing, the employee shall be informed of the following:
- (a) The employee's right to representation;
  - (b) The charges under consideration; and
  - (c) The general facts that form the basis of the disciplinary action.
- 24.6 An employee subject to questioning regarding a disciplinary matter shall be informed of his/her right to union representation, except when an employee is questioned at or immediately about the time an incident occurs for the sole purpose of gathering informal facts.
- 24.7 For the purpose of this article, one (1) day is equal to twenty-four (24) hours for 56-hour members.

## **ARTICLE 25    MILITARY LEAVE**

- 25.1    Employees who are members of any Armed Forces Reserve shall be entitled to all rights as stated in the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994, Chapter 43 of Title 38, U.S. Code, as enacted by Public Law 103-353, October 13, 1994, updated in October 1996 and November 1998.
  
- 25.2    Due to the extreme financial hardship on the District, employees not currently serving as a member of the armed forces shall not apply after being hired with the District.

## **ARTICLE 26 STATION 1 FACILITIES**

26.1 Living facilities shall be provided for those employees working, during their assigned shifts or tours of duty. Such facilities shall include: well-ventilated, air-conditioned and adequate sleeping quarters/study areas, showers, bathrooms, dining areas, kitchen, and lounge with color television.

In addition, the Captains shall have a separate bunkroom with color television, bathroom, and lockers.

26.2 In the event it becomes necessary for the District to modify or change any of the existing living facilities, it shall assure that the total living facilities of the station shall not be reduced below the equivalent of those existing, as of the effective date hereof.

26.3 Employees shall keep the fire station or stations and all their quarters in well-maintained appearance.

26.4 All 24-hour employees will be furnished with lockers.

26.5 In the future, as additional fire station facilities are constructed at other locations, the facilities at Station 1 will not have to be reconstructed to meet the same facilities conditions at the future constructed stations and each station facility will be evaluated separately from all other station facilities.

## **ARTICLE 27    PREVAILING RIGHTS**

27.1    Except as specifically abridged or modified by a provision of this agreement, the employees shall continue to have, whether exercised or not, all rights privileges, fringe benefits and working conditions heretofore existing , unless changed by mutual consent in writing.

## **ARTICLE 28    GENERAL PROVISIONS**

- 28.1 Meetings between parties: At the reasonable request of either party, the Union and the District, shall meet at a mutually agreed time and place, to discuss matters that require immediate discussion. This shall not necessarily constitute collective bargaining but shall instead be a forum for both parties to work toward a common goal for the public, employees, and District's best interest.
- 28.2 Line of Duty Death: The Employer agrees to pay all health insurance coverage as previously described for the dependents of an employee who is killed in the line of duty as outlined in Section 112.191 Florida Statutes. This coverage will terminate upon the earliest of: the surviving spouse's first eligibility date for Medicare or the surviving spouse's remarriage, or the surviving spouse's death, and as any dependent children reach the age of 18 or terminate their full time college student status after the age of 18 as provided by statutory law. In addition, the District agrees to work closely with the Union to assist in securing Federal Dept. of Justice PSOB Death/Disability benefits for any employee or beneficiary who qualifies for them as the result of a member's line-of-duty death.
- 28.3 The Employer shall defend and hold harmless employees sued as a result of the operations of the Employer; however, only to the extent/limit that the employee is currently covered under the Employer's liability insurance coverage and only to the extent that the Employer's liability insurance coverage applies to the event in question without any insurance policy exclusions. Nothing contained here shall waive the District's sovereign immunity granted by law.
- 28.4 Anniversary Date: The anniversary date of an employee shall be determined from the first day of his employment provided his employment is continuous. Adjustments shall be made for temporary leaves of absence, that exceeds 6 (six) months granted leave, unless otherwise provided herein. The employee returning from a leave of absence shall have his or her Anniversary Date adjusted to reflect the amount of time he was on leave.
- 28.5 The District will give notice to the Union and permit Union involvement in any discussion or workshop on any services the District may consider with respect to subcontracting services that were previously performed by bargaining unit personnel or are included in their job description. Firefighter, Engineer and Captain duties shall not be subcontracted, whatsoever.
- 28.6 In the event a current fulltime position becomes vacant, the said vacancy will only be filled with a full-time employee, an employee on overtime or move up.
- 28.7 Seniority and not longevity within the District shall be based on time in position.

28.8 The parties agree to discuss a Voluntary Employees Beneficiary Association Plan (VEBA) and Article 28.8 will remain open until both parties agree on a VEBA plan

## **ARTICLE 29 ENTIRE AGREEMENT**

- 29.1 The parties acknowledge that, during the negotiations, which resulted in this agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at, by the parties after the exercise of such right and opportunities are set forth in the agreement.
- 29.2 This agreement may be amended by mutual agreement of the parties at any time. Any amendment must be in writing and signed and ratified by duly authorized representatives and its members of the parties before it will be effective.
- 29.3 If any article or section of this agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.
- 29.4 In the event of invalidation of any article or section, both the District and the Union agree to meet within thirty days (30) of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 30 WAGES**

30.1 Hourly wages shall be paid to all current firefighters, current engineers, and current captains in accordance with the following pay plan. Effective October 1, 2020 each bargaining unit employee's base wage shall be as follows:

**Firefighters**

Employee Badge Number	Hourly Wage
Probation for new employee	\$16.60
• 836	\$21.42
• 838	\$19.64
• 839	\$18.50
• 840	\$17.97
• 841	\$17.37
• 842	\$17.37

**Engineers**

Employee Badge Number	Hourly Wage
At time of promotion for new Engineer	5% increase
• 820	\$27.74
• 824	\$27.34
• 825	\$27.34
• 826	\$24.00
• 829	\$26.94
• 837	\$23.00

## Captains

Employee Badge Number	Hourly Wage
At time of promotion for new Captain	7.5% increase
• 815	\$33.89
• 816	\$33.55
• 819	\$29.39

30.2 The workweek shall begin on Monday of each calendar week beginning October 3rd, 2005. The work cycle shall be a 14 day work cycle. Employees shall be paid every 2 weeks within 3 business days of the end of each work cycle. All hours shall be counted as productive hours with regard to FLSA. This equates to 106 hours of straight time and 6 hours of overtime each work cycle.

30.3 This agreement does not provide for the adjustment of any hourly wages for increases in the cost of living. Any future adjustment in any hourly wages to reflect increases in the cost of living shall be determined by the District Board of Commissioners in their sole discretion. Any future increase in hourly wages that is approved by the District Board of Commissioners as a cost of living adjustment shall not be considered to establish a precedent or any practice for future cost of living adjustments in any hourly wages paid by the District.

30.4 In the event any bargaining unit employees are approved by the Chief, in the Chief's sole discretion, with input by the DVP(s), to become a Southwest Florida Urban Search and Rescue Team ("USAR") Task Force 6 participating member, the District will pay additional wages of \$0.65 per hour while the bargaining unit employee continues to be a Task Force 6 participating member. Once a USAR Task Force 6 member becomes a FLUSAR Rescue Specialist they will receive an additional \$0.35 per hour for a total of \$1.00 per hour. The maximum number of bargaining unit employees who can receive the additional wage as a Task Force 6 participating member at a time is six (6) bargaining unit employees who shall be selected by the Chief, in the Chief's sole discretion, with input by the DVP(s).

30.5 In the event any bargaining unit employees become USAR Task Force 6 members, the District will pay bargaining unit employees who are also USAR Task Force 6 members when they are officially deployed with USAR Task Force 6 as follows. The bargaining unit employees who are deployed as USAR Task Force 6 members

will receive normal District pay for their District shift duty days during their deployment. The District will also pay bargaining unit employees who are Task Force 6 members when they are deployed by USAR Task Force 6 for their off-duty days during deployment for the actual work hours that are listed for each bargaining unit employee on the ICS 214 Form prepared by USAR as part of their Operational Period Incident Action Plan for the said deployed bargaining unit employees.

30.6 The Deputy Chief, in the Deputy Chief’s sole discretion, at the direction of the Chief, may select (4) Volunteer Program Coordinator’s to assist the Deputy Chief in all matters associated with the District’s Volunteer Program. While a bargaining unit employee is a selected Volunteer Program Coordinator, they will receive additional pay in the amount of \$0.35 per hour. The Deputy Chief will have the sole discretion in the continued placement of a bargaining unit employee as a Volunteer Program Coordinator.

30.7 Beginning October 1, 2019, a bargaining unit employee who is, or becomes, certified by the State of Florida Department of Health as an Emergency Medical Technician (EMT), and who is, or becomes, a “Credentialed EMT” by a Medical Director approved by the District, through written approval of the District’s approved Medical Director, shall be paid an additional wage of \$0.50 per hour for the time period that the employee is a Credentialed EMT by the District approved Medical Director.

30.8 The Parties agree that Article 30 shall not be reopened for the fiscal year beginning October 1, 2021. Beginning October 1, 2021, there will be an increase in the base hourly wage of the employees as follows:

Employee Badge Number	Base Hourly Wage Rate Increase on 10/1/21
• 815	\$1.67
• 816	\$1.67
• 819	\$1.67
• 820	\$1.67
• 824	\$1.67
• 825	\$1.67
• 829	\$1.67
• 826	\$2.68
• 837	\$2.68
• 836	\$2.34

• 838	\$2.34
• 839	\$2.34
• 840	\$2.34
• 841	\$2.34
• 842	\$2.34

## **ARTICLE 31 MEDICAL EXAMINATION/DRUG FREE WORKPLACE**

- 31.1 The District shall require compliance of the “Drug Free Workplace” as authorized in Florida Statute Section 440.102 and Chapter 59A-24 of the Florida Administrative Code.
- 31.2 In the effort of maintaining the health and wellbeing of the employees covered by this agreement, the Employer agrees to furnish all employees with a Physical Exam once a year. All employees will be given fourteen (14) days notification of any such Physical Exam. Physicals will only be provided through a physician approved by the Chief.
- 31.3 Employees will be allowed to complete all parts of their annual physical examinations on-duty or on overtime, at the direction of the District. Overtime shall only be paid for time at the medical facility.
- 31.4 Any results of the physical examination and/or test results, including the cardiac treadmill stress test, shall, unless otherwise required by law, be held confidential between the physician, the Chief, and the employee. If the results of the physical examination and/or tests reveal a condition that could affect the employee’s ability to perform his/her job responsibilities, the Chief may notify the Bureau of Fire Standards and Training.
- 31.5 In the effort of maintaining the health and wellbeing of the employees covered by this agreement, the District shall have the right to test employees to determine the use of illegal chemical substances in accordance with Florida Statutes. The Chief may send an employee on-duty or pay overtime if the employee is off duty. The procedure will be as outlined in Section 440.101, 440.102 in its entirety of the Florida Statutes.
- 31.6 A mandatory physical fitness/training program shall be implemented which requires one hour of physical fitness/training per employee per shift. The physical fitness/training program will begin at 7am for each shift.

## **ARTICLE 32 PROMOTION/ACTING OUT OF CLASSIFICATION**

### **32.1 Engineer**

Notice of competitive examination for promotion shall be posted at all District stations at least thirty (30) days prior to such examinations and such notices shall include the following information: date and time of examination, location of examination, and title and edition of reference books and materials that the test questions will come from.

Fire Fighters desiring to promote to engineer shall complete the following objectives as prerequisites to being promoted to Engineer.

1. Work as a full time District Firefighter for no less than 2 years from the end of their probation period. Time may be waived by the Chief if no candidates meet the minimum time requirements.
2. Attain the certification of "Pump Operator" as defined by the Florida State Fire College.
3. Attain the certification of "Fire Officer 1" (FO1), as defined by the Florida State Fire College.
4. Pass a written and practical exam from the District. The employee shall receive a score for each of these requirements by the District. The District shall test for the Engineer's position and keep an Engineer's promotion list. An Engineer's promotion list shall be maintained and active at all times. The firefighters who have successfully passed all parts of the promotion test to Engineer shall be ranked on the promotions list based on their overall test scores. Any firefighter on the Engineers' promotion list as of the effective date of this agreement, and any firefighter who is added to the Engineers' promotion list during the term of this agreement, shall remain on the Engineers' promotion list for the duration of this agreement. The current Engineer's test given March 2017 and the current Engineer's list will expire on September 30, 2021. All Engineer's tests and lists after the expiration of the current list will expire every 3 years on September 30. An Engineer's test will be given within 60 days of the expiration date of the then current Engineer's test.
5. In the event the District holds future promotion testing for the Engineer's position, firefighters who take and pass the Engineer's testing shall be ranked on the promotions list based on their overall test scores; however, they will be placed at the bottom of the existing list based on their ranking. A minimum score of 70 percent is required on each test.
6. The Chief may select an employee from the top 3 passing scores to promote into the available position.

## 32.2 **Captain**

Notice of competitive examination for promotion shall be posted at all District stations at least thirty (30) days prior to such examinations and such notices shall include the following information: date and time of examination, location of examination, and title and edition of reference books and materials that the test questions will come from.

As of October 1, 2021, Engineers desiring to promote to Captain shall complete the following objectives as prerequisites to being promoted to Captain:

1. Work as a full time District engineer for no less than 1 year from the end of their probation period. Time may be waived by the Chief if no candidates meet the minimum time requirements.
2. Have either a Fire Officer 2 certification plus a Fire Safety Inspector certification or have an Associate's Degree in Fire Science.
3. Pass a written, practical and oral exam from the District. The employee shall receive a score for each of these requirements by the District. The District shall test for the Captain's position as needed. A Captain's promotion list shall be maintained and active at all times. The engineers who have successfully passed all three parts of the promotion test to Captain shall be ranked on the promotions list based on their overall test scores. Any engineer on the Captains' promotion list as of the effective date of this agreement, and any engineer who is added to the Captains' promotion list during the term of this agreement, shall remain on the Captains' promotion list for the duration of this agreement. The current Captain's test given November 2017 and the current Captain's list will expire on September 30, 2021. All Captain's tests and the lists after the expiration of the current list will expire every 3 years on September 30. A Captain's test will be given within 60 days of the expiration of the then current Captain's test. In the event the District holds future promotion testing for the Captain's position, engineers who take and pass the Captain's testing shall be ranked on the promotions list based on their overall test scores; however, they will be placed at the bottom of the existing list based on their ranking. A minimum score of 70 percent is required on each test.
4. The Chief may select an employee from the top 3 passing scores to promote into the available position.

32.3 Any time there is a need for either overtime or acting out of classification for the position of Engineer, the District shall assure the employee meets the requirements for the position of Engineer by prior, successful completion of the promotional exam described above in Article 32.1.4.

32.4 Any time there is a need for either overtime or acting out of classification for the position of Captain, the District shall assure the employee meets the requirements for the position of Captain by prior, successful completion of the promotional

exam described above in Article 32.2.3. All employees who are on the current ranked Engineer promotion list as of July 20, 2017, will be qualified to take the upcoming Captains' promotional exam described above in Article 32.2.3 within 60 days of the expiration of the then current Captain's test. To "act" out of classification for the position of Captain, an employee must be a full-time District Engineer.

- 32.5 Any time an employee works out of classification he shall be compensated \$1.00 per hour for acting Engineer and \$2.00 per hour for acting Captain for those hours worked except for trading time situations as described in Article 19. Working out of classification shall be evenly distributed between the employees both willing and qualified to act.
- 32.6 Employees that are promoted shall be placed on promotional probation for 12 months. During the promotional probation period, the Chief shall have the ability to return the employee to his/her previous position with proper cause. At the discretion of the Chief, the Engineer and Captain position probation period may be extended up to an additional 6 months. If the employee does not perform up to expectations, they will be returned to the employee's previous position with proper cause.
- 32.7 All employees must maintain an active status on all of the requirements of their job class. If an employee fails to maintain an active status of all of their requirements of their job class, they will be reduced to the job class where they meet all of the job class requirements with a loss of any pay increases with the job class they are being removed from.

### **ARTICLE 33 DURATION OF AGREEMENT**

- 33.1 This collective bargaining agreement shall be effective upon ratification of both parties. This agreement shall remain in full effect and unchanged from year to year unless amended in the manner herein after provided. This agreement will expire on September 30<sup>th</sup>, 2022. The articles contained in this agreement shall remain in full force until renegotiated.
- 33.2 Either party can open any three (3) articles for negotiations for the second year of the agreement term beginning October 1, 2020, and again for the third year of the agreement term beginning October 1, 2021. In addition, pursuant to Article 30.17, Article 30 will be automatically reopened for negotiations, as described in Article 30.17 for the second year of the agreement term beginning October 1, 2020, and again for the third year of the agreement term beginning October 1, 2021. Either party wishing to amend an Article of this Agreement shall notify the other party in writing by May 15<sup>th</sup> of each year and shall include the article to be opened. Negotiations shall commence within 60 calendar days of the notification.
- 33.3 If the parties do not reach an agreement by the agreement expiration, the existing terms and conditions shall continue until a new agreement is reached or impasse is resolved.
- 33.4 Notwithstanding anything else contained anywhere in this agreement to the contrary, including the provisions of Article 30, there shall be no agreement articles opened for negotiations during the third year of the agreement term beginning October 1, 2021, except for the agreement articles related to the VEBA program referred to in Article 23.9 and in Article 28.8.

### **ARTICLE 34 MINIMUM MANNING**

- 34.1 Sufficient personnel shall be maintained on-duty and available for response to emergencies. Sufficient firefighters and engineers shall be maintained to provide a minimum of Five (5) employees on-duty at all times.
- 34.2 If sufficient personnel are not available to meet the minimum staffing requirements, the adequate number of firefighters or engineers shall be retained or recalled on overtime, as described in Article 17.
- 34.3 Minimum staffing levels shall be as follows:

All staffing will be full time paid District employees.

- a. One (1) Captain or qualified acting Captain if a Captain is not available.
- b. Two (2) Engineers or qualified acting Engineers if an Engineer is not available.
- c. Two (2) Firefighters.

**ARTICLE 35**

**RATIFICATION  
TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
FORT MYERS SHORES FIRE PROTECTION & RESCUE SERVICE DISTRICT  
AND  
SOUTHWEST FLORIDA PROFESSIONAL FIRE FIGHTERS & PARAMEDICS,  
IAFF LOCAL 1826, DISTRICT 18  
IAFF LOCAL 1826, DISTRICT 20**

**EFFECTIVE THROUGH SEPTEMBER 30, 2022**

RATIFIED by the bargaining units this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
DISTRICT 18, DANNY HUNT

\_\_\_\_\_  
LOCAL 1826 VICE PRESIDENT  
HENRY GARCIA

\_\_\_\_\_  
DISTRICT 20, DVP JEREMY CLOUSE

AGREED to by the Fort Myers Shores Fire Protection & Rescue Service District this  
\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
CHAIR NANCY APPERSON