

IAFF LOCAL 2396 COLLIER PROFESSIONAL FIREFIGHTERS & PARAMEDICS  
4001 SANTA BARBARA BLVD #317 – NAPLES, FL 34104

---



Collier Professional Firefighters and Paramedic  
&  
Greater Naples Fire Rescue District

**Collective Bargaining Agreement**

*October 2023 – October 2026*

## Table of Contents

<b>ARTICLE 1 – PREAMBLE</b> .....	<b>15</b>
1.01 PARTIES .....	15
1.02 MUTUAL COVENANTS .....	15
1.03 SECURITY .....	15
1.04 PERFORMANCE .....	15
1.05 DURATION .....	15
1.06 ANNUAL RE-OPENERS .....	16
<b>ARTICLE 2 – RECOGNITION</b> .....	<b>17</b>
2.01 CONSTITUTIONAL RECOGNITION .....	17
2.02 BARGAINING RECOGNITION .....	17
2.03 EMPLOYEE RECOGNITION .....	17
2.04 POSITION RECOGNITION .....	17
2.05 MERGER RECOGNITION .....	17
2.06 SUCCESSOR RECOGNITION .....	18
2.07 MEMORANDUM OF UNDERSTANDING RECOGNITION (MOU): .....	18
<b>ARTICLE 3 – DISCRIMINATION</b> .....	<b>19</b>
3.01 UNION RIGHTS .....	19
3.02 NON-DISCRIMINATION/NON-HARASSMENT .....	19
3.03 VIOLATIONS .....	19
3.04 LANGUAGE DISCLAIMER .....	20
<b>ARTICLE 4 – MANAGEMENT RESPONSIBILITIES</b> .....	<b>21</b>
4.01 DISTRICT RIGHTS .....	21
4.02 EMPLOYEE RIGHTS .....	22
4.03 DISTRICT BUDGET .....	22
4.04 CIVIL EMERGENCY .....	22
4.05 COLLECTIVE BARGAINING .....	22
4.06 TOPICS OF BARGAINING .....	23
<b>ARTICLE 5 – UNION BUSINESS</b> .....	<b>24</b>
5.01 UNION MEETINGS .....	24
5.02 UNION MEETING ATTENDANCES .....	24
5.03 REPRESENTATION .....	24
5.04 INTERNATIONAL AND STATE CONFERENCES .....	24
5.05 NEGOTIATIONS .....	25

5.06	COMMISSION AGENDA .....	25
5.07	UNION OFFICER.....	25
5.08	UNION INSIGNIA.....	25
5.09	NEW EMPLOYEE ORIENTATION AND CONTINUING EDUCATION .....	25
5.10	BULLETIN BOARDS.....	26
5.11	TIME POOL.....	26
5.12	INDIVIDUAL AND GROUP AGREEMENTS .....	26
5.13	WI-FI ACCESS.....	27
 <b><u>ARTICLE 6 – PREVAILING RIGHTS</u></b> .....		<b><u>28</u></b>
6.01	PREVAILING RIGHTS .....	28
6.02	DEFINING PREVAILING RIGHTS.....	28
 <b><u>ARTICLE 7 – GOVERNING DOCUMENTS</u></b> .....		<b><u>29</u></b>
7.01	GOVERNING DOCUMENTS AND DIRECTIVES.....	29
7.02	FORMULATION AND AMENDMENTS OF GOVERNING DOCUMENTS .....	29
7.03	GOVERNING DOCUMENTS ENFORCEMENT.....	29
7.04	MAINTENANCE OF GOVERNING DOCUMENTS .....	30
7.05	EMPLOYEE TRAINING .....	30
 <b><u>ARTICLE 8 – AMENDMENTS AND SEVERABILITY</u></b> .....		<b><u>31</u></b>
8.01	AMENDMENTS AND SEVERABILITY.....	31
8.02	FINANCIAL SEVERABILITY .....	31
 <b><u>ARTICLE 9 – LIABILITY</u></b> .....		<b><u>32</u></b>
9.01	LIABILITY.....	32
 <b><u>ARTICLE 10 – LABOR MANAGEMENT</u></b> .....		<b><u>33</u></b>
10.01	LABOR-MANAGEMENT COMMITTEE.....	33
10.02	MEETINGS.....	33
10.03	AGENDA.....	33
 <b><u>ARTICLE 11 – HEALTH AND SAFETY</u></b> .....		<b><u>34</u></b>
11.01	PURPOSE.....	34
11.02	JOINT SAFETY AND HEALTH COMMITTEE .....	34
11.03	PROTECTIVE CLOTHING AND EQUIPMENT .....	35
11.04	FIREFIGHTER HEALTH AND SAFETY TRAINING.....	35
 <b><u>ARTICLE 12 – GRIEVANCES</u></b> .....		<b><u>37</u></b>

12.01	DEFINITION .....	37
12.02	PROCESSING GRIEVANCES .....	38
12.03	TIME LIMITATION .....	38
12.04	EXTENSION OF TIME .....	38
12.05	GRIEVANCE STEPS .....	38
12.06	ALTERNATE DISPUTE RESOLUTION COSTS .....	40
12.07	UNANSWERED GRIEVANCES .....	40
12.08	NON-UNION MEMBERS .....	40
 <b>ARTICLE 13 – DISCIPLINE &amp; DISCHARGE .....</b>		<b>41</b>
13.01	DISCIPLINE .....	41
13.02	JUST CAUSE .....	41
13.03	DUE PROCESS .....	41
13.04	CONFIDENTIALITY .....	42
13.05	INFORMAL INVESTIGATIVE ACTION(S): .....	42
13.06	FORMAL INVESTIGATIVE ACTION(S): .....	42
13.07	EMPLOYEE RIGHTS .....	44
13.08	UNION RIGHTS .....	44
13.09	REPRESENTATION .....	44
13.10	WRITTEN ACCOUNTS .....	44
13.11	DISTRICT RIGHTS .....	44
13.12	DETERMINATION .....	44
13.13	RECORDS .....	45
13.14	TYPES OF DISTRICT ACTIONS FOR INFRACTIONS .....	45
13.11	SAFETY & SECURITY .....	46
 <b>ARTICLE 14 – OFF-DUTY VIOLATIONS .....</b>		<b>47</b>
14.01	NOTIFICATION .....	47
14.02	LEGAL DETENTION .....	47
14.03	ADMINISTRATIVE LEAVE .....	47
14.04	CONVICTION, NOLO CONTENDERE, OR CESSATION OF CHARGES .....	47
14.05	MOTOR VEHICLE VIOLATIONS .....	47
14.06	DRIVER UNDER THE INFLUENCE (DUI): .....	48
14.07	DISTRICT INQUIRY OR INVESTIGATION .....	48
14.08	EXTENUATING CIRCUMSTANCES .....	48
 <b>ARTICLE 15 – DRUG FREE WORKPLACE .....</b>		<b>49</b>
15.01	GENERAL PROVISIONS .....	49
15.02	DRUG TESTING .....	49
15.03	FIRST REPORT OF INJURY, ACCIDENT, OR EXPOSURES .....	49
15.04	REFUSALS .....	49
15.05	ALCOHOL CONCENTRATION .....	49
15.06	TYPES OF DRUG TESTING .....	50

<b>15.07</b>	<b>EMPLOYEE JOB PROTECTIONS</b> .....	<b>51</b>
<b>15.08</b>	<b>EMPLOYEE TREATMENT BENEFITS</b> .....	<b>51</b>
<b><u>ARTICLE 16 – EMPLOYEE FILES</u></b> .....		<b><u>53</u></b>
<b>16.01</b>	<b>EMPLOYEE FILES</b> .....	<b>53</b>
<b>16.02</b>	<b>EMPLOYEE INSPECTION OF FILES</b> .....	<b>53</b>
<b>16.03</b>	<b>CONFIDENTIALITY OF THE EMPLOYEE</b> .....	<b>53</b>
<b><u>ARTICLE 17 – PERFORMANCE EVALUATION</u></b> .....		<b><u>54</u></b>
<b>17.01</b>	<b>EMPLOYEE POSITIONAL PERFORMANCE EVALUATION</b> .....	<b>54</b>
<b><u>ARTICLE 18 – TOBACCO FREE WORKPLACE</u></b> .....		<b><u>55</u></b>
<b>18.01</b>	<b>TOBACCO FREE WORKPLACE</b> .....	<b>55</b>
<b>18.02</b>	<b>FLORIDA PRESUMPTIVE LEGISLATION</b> .....	<b>55</b>
<b><u>ARTICLE 19 – PERSONAL PROPERTY</u></b> .....		<b><u>56</u></b>
<b>19.01</b>	<b>PERSONAL LOCKERS</b> .....	<b>56</b>
<b>19.02</b>	<b>INSPECTION</b> .....	<b>56</b>
<b>19.03</b>	<b>LOCKS</b> .....	<b>56</b>
<b>19.04</b>	<b>EYE GLASSES</b> .....	<b>56</b>
<b>19.05</b>	<b>LOST, STOLEN, OR BROKEN ITEMS</b> .....	<b>56</b>
<b>19.06</b>	<b>GENERAL CONSIDERATIONS</b> .....	<b>56</b>
<b>19.07</b>	<b>PERSONAL PROPERTY</b> .....	<b>56</b>
<b><u>ARTICLE 20 – SENIORITY</u></b> .....		<b><u>57</u></b>
<b>20.01</b>	<b>TIME-IN-SERVICE SENIORITY</b> .....	<b>57</b>
<b>20.02</b>	<b>RANK SENIORITY</b> .....	<b>57</b>
<b>20.03</b>	<b>UTILIZATION OF SENIORITY</b> .....	<b>57</b>
<b>20.04</b>	<b>LOSS OF SENIORITY</b> .....	<b>58</b>
<b><u>ARTICLE 21, PART 1 – SHIFT HOURS &amp; WAGES</u></b> .....		<b><u>59</u></b>
<b>21.01</b>	<b>REGULARLY SCHEDULED HOURS OF WORK FOR SHIFT EMPLOYEES</b> .....	<b>59</b>
<b>21.02</b>	<b>EQUAL BASE PAY AND REGULAR RATE OF PAY FOR 21-DAY WORK PERIOD UNDER A VARIABLE WORKWEEK:</b> 59	
<b>21.03</b>	<b>OVERTIME RATE OF PAY IN A 21-DAY WORK PERIOD</b> .....	<b>59</b>
<b>21.04</b>	<b>DEFINING COMPENSATION</b> .....	<b>60</b>
<b>21.05</b>	<b>LEAVE CALCULATIONS</b> .....	<b>61</b>
<b>21.06</b>	<b>OVERTIME (HOURS BEYOND THE EMPLOYEE’S NORMAL WORK SCHEDULE):</b> .....	<b>61</b>
<b>21.06</b>	<b>MANDATED TO REMAIN ON DUTY</b> .....	<b>62</b>

21.07	CALL-BACK FOR OVERTIME ASSIGNMENT.....	62
21.09	IMMEDIATE NEED FOR CALL-BACK.....	63
<b>ARTICLE 21, PART II – WEEKLY/DAY HOURS &amp; WAGES .....</b>		<b>64</b>
21.11	REGULARLY SCHEDULES HOURS OF WORK FOR WEEKLY EMPLOYEES.....	64
21.12	OVERTIME WAGES FOR WEEKLY EMPLOYEES.....	64
22.13	OVERTIME (HOURS BEYOND THE EMPLOYEE’S NORMAL WORK SCHEDULE):.....	64
21.14	DEFINING PARAMETERS OF COMPENSATION.....	64
<b>ARTICLE 21, PART III – OTHER CONSIDERATIONS .....</b>		<b>66</b>
21.15	SPECIAL ASSIGNMENT .....	66
21.16	OTHER CALL-BACK CONSIDERATION .....	66
21.17	EMERGENCY RECALL.....	66
21.18	DECLARED EMERGENCIES.....	67
21.19	UNION PAY GRADES.....	67
21.20	REPRESENTATION MEETINGS.....	67
<b>ARTICLE 22 – INCENTIVES .....</b>		<b>68</b>
22.01	PROFESSIONAL INCENTIVES.....	68
22.02	ANNUAL INCENTIVE OR PRO-RATED INCENTIVE.....	68
22.03	STATE INCENTIVE .....	68
22.04	HIGHER EDUCATION INCENTIVE.....	68
22.05	MEDICAL CERTIFICATIONS.....	68
22.06	FIRE SERVICE INCENTIVE CERTIFICATION.....	69
22.07	OUT-OF-POSITION INCENTIVE.....	70
22.08	MISCELLANEOUS SPECIALTY ASSIGNMENTS.....	72
<b>ARTICLE 23 – HOLIDAYS .....</b>		<b>73</b>
23.01	RECOGNIZED HOLIDAYS.....	73
23.02	SHIFT HOLIDAY PAY.....	73
23.03	SEPTEMBER 11:.....	73
23.04	WEEKLY SALARY/HOURLY EMPLOYEE PAY.....	74
23.05	WORKDAY .....	74
23.06	WEEKEND HOLIDAYS.....	74
23.07	TIME-OFF.....	74
23.08	SICK LEAVE CALLOUT.....	74
<b>ARTILCE 24 – PAYROLL DEDUCTIONS .....</b>		<b>75</b>
24.01	UNION DUES.....	75
24.02	OTHER DEDUCTIONS.....	75
24.03	IAFF FIREPAC .....	75

<b>24.04</b>	<b>UNION POLITICAL COMMITTEE (PC)/ELECTIONEERING COMMUNICATION ORGANIZATION (ECO), AND COMMUNITY EDUCATION (PE) FUND</b>	<b>75</b>
<b>24.05</b>	<b>DISTRICT INDEMNIFICATION</b>	<b>76</b>
<b><u>ARTICLE 25 – SPECIAL TEAMS</u></b>		<b><u>77</u></b>
<b>25.01</b>	<b>DISTRICT SPECIAL TEAMS</b>	<b>77</b>
<b>25.02</b>	<b>COMPENSATION</b>	<b>77</b>
<b>25.03</b>	<b>OVERTIME COMPENSATION</b>	<b>77</b>
<b>25.04</b>	<b>SPECIAL TEAM QUALIFICATION</b>	<b>78</b>
<b>25.05</b>	<b>SPECIAL TEAM TESTING</b>	<b>78</b>
<b>25.06</b>	<b>DISQUALIFICATION AS MEMBER</b>	<b>78</b>
<b>25.07</b>	<b>SPECIAL TEAM COORDINATORS</b>	<b>79</b>
<b><u>ARTICLE 26 – LEAVE WITHOUT PAY</u></b>		<b><u>80</u></b>
<b>26.01</b>	<b>SHIFT AND WEEKLY EMPLOYEES</b>	<b>80</b>
<b><u>ARTICLE 27 – EMPLOYEE EDUCATIONAL ASSISTANCE</u></b>		<b><u>81</u></b>
<b>27.01</b>	<b>APPLICABLE EMPLOYEES</b>	<b>81</b>
<b>27.02</b>	<b>EDUCATIONAL ASSISTANCE</b>	<b>81</b>
<b>27.03</b>	<b>EDUCATIONAL PURSUIT</b>	<b>81</b>
<b>27.04</b>	<b>EDUCATION REIMBURSEMENT</b>	<b>81</b>
<b>27.05</b>	<b>EDUCATION LEAVE</b>	<b>82</b>
<b>27.06</b>	<b>ALLOTTED EDUCATION LEAVE</b>	<b>82</b>
<b>27.07</b>	<b>ON-LINE COURSES DURING WORKING HOURS</b>	<b>82</b>
<b>27.08</b>	<b>OTHER CIRCUMSTANCES</b>	<b>82</b>
<b>27.09</b>	<b>PARAMEDIC COURSE</b>	<b>83</b>
<b>27.10</b>	<b>PARAMEDIC EDUCATION REIMBURSEMENT</b>	<b>83</b>
<b>27.11</b>	<b>SEPARATION FROM SERVICE</b>	<b>83</b>
<b><u>ARTICLE 28 – HEALTH INSURANCE</u></b>		<b><u>84</u></b>
<b>28.01</b>	<b>GROUP HEALTH, DENTAL, AND VISION</b>	<b>84</b>
<b>28.02</b>	<b>EMPLOYEE CONTRIBUTION</b>	<b>84</b>
<b>28.03</b>	<b>FLEXIBLE SAVINGS ACCOUNT (FSA)</b>	<b>84</b>
<b>28.04</b>	<b>INSURANCE COMMITTEE</b>	<b>84</b>
<b>28.05</b>	<b>TERM LIFE AND AD &amp; D INSURANCE</b>	<b>84</b>
<b>28.06</b>	<b>SUPPLEMENTAL INSURANCE</b>	<b>84</b>
<b>28.07</b>	<b>CATASTROPHIC INJURY OR DEATH IN THE LINE-OF-DUTY</b>	<b>85</b>
<b>28.08</b>	<b>SHORT/LONG TERM DISABILITY INSURANCE</b>	<b>85</b>
<b>28.09</b>	<b>POST-EMPLOYMENT HEALTH INSURANCE (PEHP):</b>	<b>85</b>
<b><u>ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM (EAP)</u></b>		<b><u>86</u></b>

29.01	EMPLOYEE ASSISTANCE PROGRAM (EAP):	86
29.02	MANDATORY REFERRAL	86
29.03	FIT-FOR-DUTY	86

**ARTICLE 30 – UNIFORMS** ..... 87

30.01	UNIFORMS	87
30.02	EMPLOYEE INITIAL ISSUE OF UNIFORMS	87
30.03	INTERIM YEARS	87
30.04	DUTY BOOTS	88
30.05	STRUCTURAL SERVICE HELMET	88
30.06	INTENTIONAL MISUSE	88
30.07	SEPARATION FROM SERVICE	88
30.08	UNIFORM COMMITTEE	88

**ARTICLE 31 – EMPLOYEE ORIENTATION**..... 89

31.01	EMPLOYEE ORIENTATION	89
-------	----------------------	----

**ARTICLE 32 – LEAVE** ..... 90

32.01	VACATION LEAVE	90
32.02	PERSONAL LEAVE	91
32.03	SICK LEAVE	91
32.04	BEREAVEMENT LEAVE	93

**ARTICLE 33 – FAMILY MEDICAL LEAVE** ..... 94

33.01	FAMILY MEDICAL LEAVE ACT (FMLA):	94
33.02	DETERMINATION OF FMLA LEAVE BENEFIT	94
33.03	FLEXIBLE WORK SCHEDULE DURING FMLA	94
33.04	EMPLOYEE FMLA COVERAGE BEGINS	94
33.05	FMLA COVERAGE	94
33.06	EMPLOYEE BENEFITS	94
33.07	USE OF LEAVE CREDITS WHILE ON FMLA	94
33.08	PREGNANCY	95
33.09	OFF-THE-JOB INJURY OR ILLNESS	95
33.10	SHORT-AND-LONG-TERM DISABILITY BENEFITS	96
33.11	PERMANENT LONG-TERM DISABILITY	96

**ARTICLE 34 – KELLY DAY** ..... 97

34.01	SHIFT KELLY DAY	97
34.02	SHIFT PREFERENCE SELECTION OF A KELLY DAY	97
34.03	KELLY DAY EXCHANGE	98
34.04	INITIATING SELECTION OF KELLY DAY	98

<b>ARTICLE 35 – SHIFT EXCHANGE / SHIFT RELIEF</b> .....	<b>99</b>
35.01 SHIFT EXCHANGE .....	99
35.02 RESPONSIBILITY .....	99
35.03 APPROVAL .....	99
35.04 SHIFT EXCHANGE WITH-IN ANOTHER SHIFT EXCHANGE .....	99
35.05 LEAVE REQUESTS.....	99
35.06 INABILITY TO FULFILL ASSIGNMENT .....	100
35.07 SICK LEAVE .....	100
35.08 FAILURE TO REPORT.....	100
35.09 SHIFT RELIEF.....	100
35.10 DISCIPLINARY ACTION .....	100
<b>ARTICLE 36 – TIME OFF</b> .....	<b>101</b>
36.01 SHIFT TIME-OFF.....	101
36.02 OTHER WEEKLY EMPLOYEES TIME-OFF .....	101
36.03 SHIFT RESTRICTIONS .....	102
36.04 EDUCATION-ON-DUTY.....	102
<b>ARTICLE 37 – COMPENSATORY TIME</b> .....	<b>103</b>
37.01 DAY/WEEKLY EMPLOYEES COMPENSATORY TIME .....	103
<b>ARTICLE 38 – SICK LEAVE RESERVE BANK</b> .....	<b>104</b>
38.01 SICK LEAVE DONATION.....	104
<b>ARTICLE 39 – UNION PROMOTIONS</b> .....	<b>105</b>
39.01 DISTRICT POLICY .....	105
39.02 PROMOTIONAL TESTING LISTS .....	105
39.03 NOTIFICATION FOR TESTING .....	105
39.04 REFERENCE MATERIAL.....	105
39.05 NOTIFICATION OF INTENT TO TEST .....	106
39.06 VETERANS’ PREFERENCE.....	106
39.07 FINAL WEIGHTED AVERAGE.....	106
39.08 POSITIONAL QUALIFICATIONS .....	106
39.09 ELIGIBILITY LISTS AND VACANCIES FOR POSITIONS.....	106
39.10 TESTING PROCESS FOR POSITIONS.....	106
39.11 ELIGIBILITY FOR PROMOTION.....	107
39.12 INVALIDATION .....	107
39.13 EMPLOYEE REVIEW.....	107
39.14 SELECTION PROCESS – RULE OF THREE .....	107
39.15 PROMOTIONAL COMMITTEE .....	108

39.16	SHIFT POSITION YEARS OF SERVICE, TIME-IN-RANK, AND QUALIFICATIONS.....	108
39.17	TRAINING POSITION YEARS OF SERVICE, TIME-IN-RANK AND QUALIFICATIONS.....	110
<b><u>ARTICLE 40 – FIRE AND LIFE SAFETY SECTION (FLS) PROMOTIONS .....</u></b>		<b><u>112</u></b>
40.01	DISTRICT POLICY .....	112
40.02	FIRE AND LIFE SAFETY SECTION (FLS) PROMOTIONS.....	112
40.03	GENERAL PROVISIONS.....	112
40.04	NOTIFICATION FOR TESTING .....	113
40.05	REFERENCE MATERIAL.....	113
40.06	NOTIFICATION OF INTENT TO TEST .....	113
40.07	VETERANS’ PREFERENCE.....	113
40.08	FINAL WEIGHTED AVERAGE.....	113
40.09	POSITIONAL QUALIFICATIONS.....	113
40.10	ELIGIBILITY LISTS AND VACANCIES FOR POSITIONS.....	114
40.11	TESTING PROCESS FOR POSITIONS.....	114
40.12	ELIGIBILITY FOR PROMOTION.....	114
40.13	INVALIDATION .....	114
40.14	EMPLOYEE REVIEW.....	115
40.15	SELECTION PROCESS – RULE OF THREE.....	115
40.16	PROMOTIONAL COMMITTEE.....	115
40.17	FLS YEARS OF SERVICE, TIME-IN-RANK AND QUALIFICATIONS .....	116
<b><u>ARTICLE 41 – SHIFT OPERATIONAL STAFFING .....</u></b>		<b><u>118</u></b>
41.01	SAFE STAFFING.....	118
41.02	MINIMUM SAFE STAFFING LEVELS.....	118
41.03	MIS. PROVISIONS .....	119
<b><u>ARTILCE 42 – PART-TIME EMPLOYEES .....</u></b>		<b><u>120</u></b>
42.01	RECOGNITION.....	120
42.02	QUALIFICATIONS .....	120
42.03	LIMITED POSITIONS.....	120
42.04	ORIENTATION AND CONTINUED TRAINING.....	120
42.05	HOURS AND PAY.....	120
42.06	HIRING PREFERENCE .....	120
<b><u>ARTICLE 43 – SHIF-TO-SHIFT TRANSFERS .....</u></b>		<b><u>121</u></b>
43.01	TRANSFERS .....	121
43.02	SELECTION OF SHIFT EMPLOYEE TRANSFERS.....	121
<b><u>ARTICLE 44 – LATERAL AND TEMPORARY TRANSFERS .....</u></b>		<b><u>122</u></b>
44.01	LATERAL TRANSFERS.....	122

<b>44.02</b>	<b>TEMPORARY TRANSFER</b> .....	<b>122</b>
<b>44.03</b>	<b>EXISTING POSITIONS</b> .....	<b>123</b>
 <b><u>ARTICLE 45 – ON THE JOB INJURIES</u></b> .....		<b><u>124</u></b>
<b>45.01</b>	<b>ON-THE-JOB INJURY, ILLNESS, OR EXPOSURE</b> .....	<b>124</b>
 <b><u>ARTICLE 46 – LIMITED DUTY</u></b> .....		<b><u>125</u></b>
<b>46.01</b>	<b>LIMITED DUTY</b> .....	<b>125</b>
 <b><u>ARTICLE 47 – DISTRICT PHYSICIAN / FIT FOR DUTY</u></b> .....		<b><u>126</u></b>
<b>47.01</b>	<b>DISTRICT PHYSICIAN</b> .....	<b>126</b>
<b>47.02</b>	<b>ANNUAL MEDICAL EXAMINATIONS</b> .....	<b>126</b>
<b>47.03</b>	<b>PRE-EMPLOYMENT FIT-FOR-DUTY</b> .....	<b>126</b>
<b>47.04</b>	<b>FIT-FOR-DUTY</b> .....	<b>126</b>
<b>47.05</b>	<b>SELF CONTAINED BREATHING APPARATUS (SCBA):</b> .....	<b>126</b>
 <b><u>ARTICLE 48 – PHYSICAL FITNESS</u></b> .....		<b><u>127</u></b>
<b>48.01</b>	<b>STATION PHYSICAL FITNESS FACILITIES</b> .....	<b>127</b>
 <b><u>ARTICLE 49 – SEPARATION FROM SERVICE</u></b> .....		<b><u>128</u></b>
<b>49.01</b>	<b>VOLUNTARY</b> .....	<b>128</b>
<b>49.02</b>	<b>JOB RELATED DEATH ON-DUTY OR OFF-DUTY</b> .....	<b>128</b>
<b>49.03</b>	<b>TERMINATION BY THE DISTRICT</b> .....	<b>128</b>
<b>49.04</b>	<b>EDUCATION REIMBURSEMENT</b> .....	<b>128</b>
 <b><u>ARTICLE 50 – DEFERRED RETIREMENT OPTION PROGRAM (DROP)</u></b> .....		<b><u>129</u></b>
<b>50.01</b>	<b>DEFERRED RETIREMENT OPTION PROGRAM (DROP):</b> .....	<b>129</b>
 <b><u>ARTICLE 51 – MISCELLANEOUS</u></b> .....		<b><u>130</u></b>
<b>51.01</b>	<b>JOB DESCRIPTION</b> .....	<b>130</b>
<b>51.02</b>	<b>STATION HOUSING</b> .....	<b>130</b>
<b>51.03</b>	<b>STATION BUDGET</b> .....	<b>130</b>
<b>51.04</b>	<b>MAINTENANCE OF QUALIFICATIONS</b> .....	<b>130</b>
<b>51.05</b>	<b>SUBCONTRACTING</b> .....	<b>131</b>
<b>51.06</b>	<b>TURNOUT GEAR CLEANING</b> .....	<b>131</b>
 <b><u>ARTICLE 52 – EMPLOYEE INFORMATION</u></b> .....		<b><u>132</u></b>

<b>52.01</b>	<b>EMPLOYEE INFORMATION</b> .....	<b>132</b>
 <b>ARTICLE 53 – VETERANS AFFAIRS</b> .....		<b>133</b>
<b>53.01</b>	<b>MILITARY AFFAIRS AND RELATED MATTERS</b> .....	<b>133</b>
<b>53.02</b>	<b>FLORIDA NATIONAL GUARD EMERGENCY EVENT</b> .....	<b>133</b>
<b>53.03</b>	<b>MILITARY RESERVE AND NATIONAL GUARD TRAINING</b> .....	<b>133</b>
 <b>ARTICLE 54 – STATION PREFERENCE</b> .....		<b>134</b>
<b>54.01</b>	<b>STATION ASSIGNMENT</b> .....	<b>134</b>
<b>54.02</b>	<b>PREFERENCE SELECTION</b> .....	<b>134</b>
<b>54.03</b>	<b>TRANSFER</b> .....	<b>134</b>
<b>54.04</b>	<b>REASSIGNMENT</b> .....	<b>134</b>
<b>54.05</b>	<b>INVOLUNTARY MOVEMENT</b> .....	<b>135</b>
<b>54.06</b>	<b>INITIAL STATION ASSIGNMENT</b> .....	<b>135</b>
<b>54.07</b>	<b>OPENING IN STATION PREFERENCE ASSIGNMENT</b> .....	<b>135</b>
<b>54.08</b>	<b>FINAL SELECTION</b> .....	<b>135</b>
 <b>ARTICLE 55 – RETIREMENT PLANS</b> .....		<b>136</b>
<b>55.01</b>	<b>FRS RETIREMENT CONTRIBUTION</b> .....	<b>136</b>
<b>55.02</b>	<b>GREATER NAPLES FIRE RESCUE DISTRICT FIREFIGHTER’S 175 PENSION PLAN</b> .....	<b>136</b>
<b>55.03</b>	<b>401A RETIREMENT PLAN</b> .....	<b>136</b>
<b>55.04</b>	<b>MISCELLANEOUS PROVISIONS</b> .....	<b>136</b>
 <b>ARTICLE 56 – SPECIAL EVENTS</b> .....		<b>137</b>
<b>56.01</b>	<b>SPECIAL EVENTS</b> .....	<b>137</b>
<b>56.02</b>	<b>UNION DISTRICT EVENTS</b> .....	<b>137</b>
 <b>ARTICLE 57 – PROBATION</b> .....		<b>138</b>
<b>57.01</b>	<b>NEW HIRE EMPLOYEE PROBATION</b> .....	<b>138</b>
<b>57.02</b>	<b>PROMOTIONAL PROBATION</b> .....	<b>138</b>
<b>57.03</b>	<b>LATERAL TRANSFER PROBATION</b> .....	<b>138</b>
 <b>ARTICLE 58 – FORCE REDUCTION</b> .....		<b>139</b>
<b>58.01</b>	<b>FORCE REDUCTION OF SHIFT BARGAINING UNIT POSITIONS</b> .....	<b>139</b>
<b>58.02</b>	<b>FORCE REDUCTION OF NON-SHIFT BARGAINING UNIT POSITIONS</b> .....	<b>139</b>
<b>58.03</b>	<b>VETERANS’ PREFERENCE</b> .....	<b>139</b>
<b>58.04</b>	<b>EMPLOYEE NOTIFICATION</b> .....	<b>140</b>
<b>58.05</b>	<b>RECALL WILL BE IN REVERSE ORDER OF REDUCTIONS</b> .....	<b>140</b>
<b>58.06</b>	<b>RE-EMPLOYMENT</b> .....	<b>140</b>

<b>58.07</b>	<b>SENIORITY</b> .....	<b>141</b>
<b>58.08</b>	<b>SELL BACK OF LEAVE CREDITS</b> .....	<b>141</b>
<b><u>ARTICLE 59 – 457 RETIREMENT CONTRIBUTION</u></b> .....		<b><u>142</u></b>
<b>59.01</b>	<b>MATCHING CONTRIBUTION</b> .....	<b>142</b>
<b><u>ARTICLE 60 – TAKE HOME VEHICLE</u></b> .....		<b><u>143</u></b>
<b>60.01</b>	<b>TAKE HOME VEHICLE</b> .....	<b>143</b>
<b>60.02</b>	<b>RESPONSIBILITIES</b> .....	<b>143</b>
<b><u>ARTICLE 61 – FLEET TECHNICIANS</u></b> .....		<b><u>144</u></b>
<b>61.01</b>	<b>MECHANIC AND LEAD MECHANIC</b> .....	<b>144</b>
<b>61.02</b>	<b>EMPLOYMENT REQUIREMENTS AND QUALIFICATIONS</b> .....	<b>144</b>
<b>61.03</b>	<b>PROMOTION FROM FLEET MECHANIC TO LEAD MECHANIC</b> .....	<b>144</b>
<b>61.04</b>	<b>AUTOMOTIVE SERVICE EXCELLENCE (ASE) INCENTIVE CERTIFICATION</b> .....	<b>144</b>
<b>61.05</b>	<b>EMERGENCY VEHICLE TECHNICIAN CERTIFICATION (EVT):</b> .....	<b>146</b>
<b>61.06</b>	<b>ASE MASTER CERTIFICATIONS</b> .....	<b>147</b>
<b>61.07</b>	<b>EVT CERTIFICATION</b> .....	<b>147</b>
<b>61.08</b>	<b>TOOL ALLOWANCE</b> .....	<b>148</b>
<b>61.09</b>	<b>TOOL USAGE</b> .....	<b>149</b>
<b>61.10</b>	<b>SEPARATION FROM SERVICE TOOL ALLOWANCE</b> .....	<b>149</b>
<b><u>ARTICLE 62 – ON CALL</u></b> .....		<b><u>150</u></b>
<b>62.01</b>	<b>ON CALL FIRE INVESTIGATORS AND MECHANICS</b> .....	<b>150</b>
<b>62.02</b>	<b>VEHICLE, COMMUNICATIONS AND EQUIPMENT</b> .....	<b>150</b>
<b>62.03</b>	<b>WEEKS/DAYS/HOURS OF ON-CALL</b> .....	<b>150</b>
<b>62.04</b>	<b>COMPENSATION</b> .....	<b>150</b>
<b>62.05</b>	<b>FAILURE TO RESPOND</b> .....	<b>151</b>
<b><u>ARTICLE 63 – RATIFICATION</u></b> .....		<b><u>152</u></b>
<b>63.01</b>	<b>RATIFICATION</b> .....	<b>152</b>
<b><u>APPENDIX A</u></b> .....		<b><u>153</u></b>
<b><u>GRIEVANCE FORM</u></b> .....		<b><u>154</u></b>

## ARTICLE 1 – PREAMBLE

- 1.01 Parties:** This agreement is made and entered into by and between the Greater Naples Fire Rescue District; therein referred to as the “District”, “Fire Chief”, “Administration”, and/or “Employer” and I.A.F.F. Local 2396, Collier Professional Firefighters and Paramedics; therein referred to as the “Union”, “Union President”, and/or “Employee(s)”. Common terminology shall be recognized and applied between all parties of the agreement.
- 1.02 Mutual Covenants:** The intent of this agreement is to achieve and maintain a harmonious working relationship between the District and the represented employees of this agreement in regards to all working conditions; to provide for equitable and peaceful adjustment of those differences; to establish competitive standards of compensation for wages and incentives; to establish hours of work; to establish active and retiree Health Insurance Benefits; to establish supplemental retirement accounts, and to establish terms and conditions of employment conducive to continued employment.
- 1.03 Security:** It is the desire of the District to make possible full work productivity by assuring the morale and peace of mind with respect to employment and financial security, and to provide a mutually agreed process for the unlikely termination of such services under agreement.
- 1.04 Performance:** The District has an obligation of performance under this agreement, and failure to provide due care and diligence to that obligation, may result in reasonable restitution to the Union in terms of legal fees, representation fees, and associated costs, that are not restricted by statute or under this agreement.
- 1.05 Duration:** The terms and conditions of this agreement shall become effective on the first occurring 14-day pay cycle beginning October 2, 2023 and remain in full force and effect until the period ending September 30, 2026. Thereafter, the terms and conditions of this

agreement shall remain in full force and effect during any negotiations, status quo, and unchanged until the ratification between parties of a new agreement.

**1.06 Annual Re-Openers:** The parties agree that wage and insurance articles are automatic reopeners and additionally both parties shall be afforded the opportunity to open two (2) additional articles each year.

Additional reopeners shall be made in writing and addressed to the other party's bargaining representative no later than May 1<sup>st</sup> of each applicable fiscal year. If there is not mutual agreement within 90 days of May 1<sup>st</sup>, the articles will revert back to original contract language. By mutual written agreement, both parties may agree to extend the 90-day time frame.

## ARTICLE 2 – RECOGNITION

- 2.01 Constitutional Recognition:** The District recognizes its obligation pursuant to, and in accordance with, all applicable provisions of Article 1, Section 6; Article 1, Section 9; Article 1, Section 10; Article 1, Section 12 of the Florida Constitution, and the legislative intent set forth in Florida Statutes.
- 2.02 Bargaining Recognition:** The District recognizes the Union as the exclusive bargaining agent with respect to all mandatory and permissive subjects of employment.
- 2.03 Employee Recognition:** The District recognizes the employee(s) under this agreement, as certified by PERC Certification No. 1857, or mutually recognized as inclusive, and included under this collective bargaining agreement. The District recognizes the Union as sole representative of all its covered part-time, regular and probationary positions.
- 2.04 Position Recognition:** The employer recognizes the following paid positions of the Fire District as certified by the Public Employees Relation Commission (PERC). These positional ranks or classifications include all paid firefighters and inspector ranks which include; Firefighter, Driver-Engineer, Lieutenant, Captain, Battalion Chiefs, Inspectors, Lead Mechanics and Fleet Mechanics, whether full-time or part-time.

It is mutually agreed that positions of Fire Chief, Deputy Chief, Assistant Fire Chief, Division Chief, and those of executive, administrative and support staff will not belong to the current bargaining unit.

- 2.05 Merger Recognition:** Should the Union merge, consolidate, or amalgamate into another IAFF Local union or be succeeded by another IAFF local union as approved by PERC, then the District will immediately recognize such other IAFF local union, honor this collective bargaining agreement without interruption, sign an amendment to this agreement

changing the name of the union and sign any other applicable terms and conditions of documentation necessary for the continued recognition of employees covered by this agreement.

**2.06 Successor Recognition:** The District shall ensure the binding agreement of this contract upon all successors as might be made by the employing agency and no provisions, terms, obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, annexation, transfer or agreement to another governmental agency or private contractor without approval of the represented employees.

**2.07 Memorandum of Understanding Recognition (MOU):** All MOUs developed and mutually agreed upon between parties during the course of this agreement shall be presented to clarify existing language and supplement or supersede contractual language as agreed within this agreement

## ARTICLE 3 – DISCRIMINATION

- 3.01 Union Rights:** Employees covered under this agreement shall have the right to join; to engage in lawful concerted activities for the purpose of collective bargaining, or other mutual aid for protection; to express or communicate to management and elected officials any view, grievance, complaint or position related to the conditions of morale, compensation, health and safety, and terms of employment, all free from constraint, coercion, discrimination, or reprisal.

Nothing shall abridge the right of any duly authorized representative to present views of an employee, or this recognized group, which affect the welfare of its members.

- 3.02 Non-Discrimination/Non-Harassment:** The District and Union agree to the following provisions.

The District and Union agree, in accordance with applicable Federal and State Law, not to discriminate against or harass any employee.

- A.** The District and the Union agree not to discriminate, interfere, restrain, harass or coerce an employee based on marital status, sexual orientation, gender identity, or gender expression in the exercise of his or her rights under this agreement.
- B.** The District and the Union agree that there shall be no discrimination, interference, restraint, or coercion by the District against any employee for their activity on behalf of, or membership in, the union.
- C.** The District and the Union agree, in accordance with applicable Federal and State law, not to retaliate against any employee for engaging in a protected activity or exercising any right under this collective bargaining agreement.

- 3.03 Violations:** All employees under this agreement are free and clear to report any violation or conceived violation in good-faith to the proper authority, or District authority (e.g. Fire Chief, Commission Board, or Board Chairman), without fear of constraint, coercion, discrimination, or reprisal.

**3.04 Language Disclaimer:** For the purpose of this Agreement, references to employees in the masculine gender shall be deemed to apply equally, and without distinction or discrimination to the female gender.

## ARTICLE 4 – MANAGEMENT RESPONSIBILITIES

**4.01 District Rights:** The Board of Fire 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 laws and regulations of the United States and the State of Florida, and the policies of the Greater Naples Fire District, according to the rights set forth by Chapter 447 of the Florida Statutes.

The Union and the employees under this Agreement recognize that the District has the sole and exclusive right, except as provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the District reserves the representative right to:

- A. Determine the purpose and organizational structure of the fire service;
- B. Decide the scope of service to be performed and the methods of service;
- C. Set minimum performance standards to be offered to the public;
- D. Schedule and assign employees in accordance with this agreement and overtime procedures;
- E. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- F. Hire (including the right to refrain from hiring) and determine the criteria and standards of selection for employment (including minimum qualifications for hiring);
- G. Discharge, demote, suspend or otherwise discipline for just cause;
- H. Promote and establish criteria and procedures for promotions in accordance with District policy and determine the number and types of positions as well as the number and types of positions in each classification;
- I. Transfer and assign employees in positions within the organizational structure of the fire service;

**J.** Determine all training parameters for all positions within the District, including persons to be trained and the extent and frequency of the training;

**K.** Create, expand, reduce, alter, combine, or cease any job, or merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, due to lack of funds or other legitimate financial or operational reasons;

**L.** Determine the number, location, and operations of all fire stations, divisions, and units;

**M.** Control the use of equipment and property of the District and determine the number and classifications of employees assigned to any shift, station or piece of equipment.

**4.02 Employee Rights:** 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. The Employer will act in good faith and fair dealings in its performance of this agreement.

**4.03 District Budget:** The Board of Fire Commissioners has the sole authority to determine the amount of the budget to be adopted by the District.

**4.04 Civil Emergency:** If the Fire Chief in conjunction with the Board of Fire Commissioners determined that civil emergency conditions exist under Local, State, or Federal Declaration for the Fire District region, including, but not limited to, riots, civil disorders, hurricane conditions, pandemic illnesses, or similar catastrophes, agreed upon provision of this Agreement may be suspended by the Fire Chief in conjunction with the Board of Fire Commissioners during the time of the declared emergency. In all cases of declared civil emergencies wage rates, leave benefits, and monetary fringe incentives shall not be suspended during the emergency without good and proper cause.

**4.05 Collective Bargaining:** Nothing in this Contract shall dilute or eliminate the obligation of the District to negotiate with the Union over proposed changes to wages, hours, and other terms and conditions of employment prior to implementation.

**4.06 Topics of Bargaining:** The District and the Union agree to provide written notice to the other party of proposed changes to mandatory and permissive topics of bargaining thirty (30) calendar days in advance of implementation.

## ARTICLE 5 – UNION BUSINESS

- 5.01 Union Meetings:** The Union agrees to provide the District is normal meeting schedule annually and provide five (5) calendar days notification to any special meeting or change in meeting location. The District agrees to allow meetings to take place on District property at times and places chosen by the Union that do not unduly disrupt operations or public usage. The District agrees not to access a fee for conference room or facility usage. The District will not unreasonably deny access to facilities. The Location, Time, and Attendance of meetings is at the discretion of the Union.
- 5.02 Union Meeting Attendances:** The District agrees to allow on-duty personnel to attend meetings, as long as the units remain available for operational response. At no time shall more than three (3) primary response apparatus attend any meeting. In instances of contract ratification or Representational Elections, units may rotate through voting and then return to their primary coverage areas.
- 5.03 Representation:** Employees that are duly authorized Executive Board members of the Union shall be allowed to attend functions on-duty in which the Union holds an interest such as: investigations of a grievance, alleged safety and health violations, representational functions/meetings, and meetings with the Fire Chief and staff. Principal Officers (i.e. President, Vice-President(s), Secretary and Treasurer) shall be additionally allowed to attend functions on-duty including meetings with elected officials, meetings with IAFF and FPF officials, meeting with counsel, or meeting with State, County, or other public officials as deemed appropriate by the Union President.
- 5.04 International and State Conferences:** The District agrees to allow off on Administrative Leave, without loss of wage or benefits, Principal Officers that are representatives of the bargaining unit to attend one annual IAFF conference and one annual FPF conference.

- 5.05 Negotiations:** Times and locations for negotiations shall be mutually set. Employees of the negotiation team shall be allowed time to attend on duty. It is understood that on-duty attendance shall not unduly disrupt emergency operations. The District agrees to provide a public platform for those unable to attend to “log in” and listen to negotiations between parties.
- 5.06 Commission Agenda:** The District agrees to maintain on the regularly scheduled agenda a place for the Union to report activities, functions and concerns to the Board of Commissioners. The Union shall be able to submit agenda items for consideration at regularly scheduled meetings addressed to the Commission Chairman, these agenda items will be sent to the District in writing at least eight (8) calendar days before the scheduled meeting date.
- 5.07 Union Office:** The District agrees to allow the Union usage of office and meeting space reasonable to the conduct the business necessity of the union on District property, at a location identified by the Union and mutually agreed upon, that does not unduly disrupt Operations. The Office space will allow for access to meeting rooms for meetings and trainings.
- 5.08 Union Insignia:** The District agrees to allow the International Association of Fire Fighters insignia, no greater than 6 inches in circumference, on all primary response apparatus cabs in a location clearly visible to firefighters mounting and dismounting the apparatus (normally the Driver’s side cab.). If the standard location is not applicable, the District and the Union agree to allow display of the Union insignia on District apparatus in a location mutually agreed upon. The District will allow union insignia on helmets.
- 5.09 New Employee Orientation and Continuing Education:** The Union will be allowed a minimum of two (2) hours during employee orientation, during normal business hours, for presentation of membership benefits. The employees attending orientation will continue to receive all compensation due as part of the normal orientation period. The Union will be allowed to provide off-duty (voluntary) educational classes to its members at District

facilities, during normal business hours, as part of its continuing education initiative with ten (10) calendar days notification to the District.

**5.10 Bulletin Boards:** The District agrees to provide a place for a bulletin board in all District occupied facilities for the purpose of posting Union letters and materials. The District may immediately remove items posted on the bulletin board if the material is improper, derogatory, and/or non-union related with prior notification to a Principal Officer and the materials provided thereafter. Bulletin boards shall not be in areas of general public access which include: hallways, public meeting rooms, and apparatus bays.

**5.11 Time Pool:** District agrees to allow the Union to establish and maintain a Union Time Pool (UTP). The UTP will be utilized for purposes identified by the Union as appropriate functions of its officers and members. The UTP is the responsibility of the Union and shall be administered as such, the District will solely track accumulation and usage. Officers and members utilizing UTP will be counted towards established District time-off procedures per workday. All UTP is considered productive work for overtime purposes. All active members covered under this collective bargaining agreement shall contribute 2.0 hours of earned vacation leave to the UTP each October, unless a lesser amount is approved by the Union. All unused hours from the previous year shall carry forward to the UTP. Members requesting usage of the UTP will have approval of the majority of the Executive Board. Hours approved by the majority of the Executive Board will be deducted from the totals of the UTP on an hour-for-hour basis. The Union will provide seven (7) calendar days' notice to the Fire Chief or their designee. A lesser time may be approved by the Fire Chief or their designee.

**5.12 Individual and Group Agreements:** The District agrees that neither it nor its agents will enter into any individual, or group agreements without first completing the collective bargaining process with the Union.

**5.13 Wi-Fi Access:** All District employees are entitled to access to the District Wi-Fi. Employees will enjoy broad privacy on personal devices. The District will not access any employee personal device by any measure or means of intrusion.

## ARTICLE 6 – PREVAILING RIGHTS

**6.01 Prevailing Rights:** All rights, privileges, and working conditions enjoyed by the employees at the present time which are not addressed in this agreement shall remain in full force, unchanged, and unaffected in any manner during the term of this agreement, unless changed by mutual consent or they are in conflict with the provisions of this agreement. Prevailing rights are practices that have risen to enforceable contract terms through the recognized and accepted practices of the District or the employees.

**6.02 Defining Prevailing Rights:** Prevailing rights are those recognized and accepted by the employees and the District and used several times in the past. Prevailing rights includes accepted behavior, repeated actions, or inactions on behalf of the employee or the District.

**A.** The practice was clear and applied consistently.

**B.** The practice was not a special, one-time benefit or meant at the time as an exception to a general rule.

**C.** Both the employees and management knew the practice existed and management agreed with the practice or, at least, allowed it to occur.

**D.** The practice existed for a substantial period of time and it had occurred repeatedly.

## ARTICLE 7 – GOVERNING DOCUMENTS

- 7.01 Governing Documents and Directives:** (1) Employees shall comply with all reasonable, legal, job-related directives and governing documents so far as they are not in conflict with this agreement. (2) Governing documents include, but not limited to, policies, procedures, guidelines, general orders, memorandums, and written or verbal directives.

This article shall not preclude employees from raising grievances if any employee(s) believe that decision of the matters listed in 7.01 have the practical consequences of violating the terms and conditions of this agreement.

- 7.02 Formulation and Amendments of Governing Documents:** The District encourages the participation of the Union in the creation of the District’s governing documents. (1). The District shall, prior to any implementation or change to an existing governing document provide the Union (i.e. Principal Officer) a copy of the proposed governing document or proposed amendment(s) or changes to an existing governing document in writing and addressed to the attention of the President. (2) The District will allow the Union a reasonable opportunity to present impacts upon members of the bargaining unit to the District; to determine if “bargaining” or “impact bargaining” is appropriate; if any, to wages, hours, and terms and conditions of employment prior to implementation. (3). After implementation, the Union will have a reasonable opportunity to request bargaining as impacts upon wages, hours, and terms and conditions become evident.

- 7.03 Governing Documents Enforcement:** The District agrees to notify the Union and employees beforehand of their intention to enforce any of the District governing documents in which there has been lax regulatory oversight, or not regularly enforced. Enforcement of District policies, procedures, rules and regulations shall not be arbitrary and capriciously applied to an employee or groups of employees.

**7.04 Maintenance of Governing Documents:** It shall be the sole responsibility of the District to maintain in an easily accessible electronic or hard copy format all governing documents as appropriate to the business necessity of the District.

**7.05 Employee Training:** It shall be the sole responsibility of the District to provide adequate, informational, and continuing training of the District governing documents.

## **ARTICLE 8 – AMENDMENTS AND SEVERABILITY**

**8.01 Amendments and Severability:** 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 judicial authority, all other articles and section(s) of this Agreement shall remain in full force and in effect for the duration of this Agreement.

**8.02 Financial Severability:** The District shall not alter, change, modify, or otherwise affect any financial article of this Collective Bargaining Agreement without the Union first receiving a clear and compelling interest by the District in the request to do so.

## **ARTICLE 9 – LIABILITY**

**9.01 Liability:** The District agrees to defend, indemnify and hold harmless each employee from liability in civil suits in accordance with Section 768.28, Fla Stat. The District agrees to provide counsel, at no cost, to any employee involved in any liability suit in which the employee made a good-faith effort in exercise of their official duties. This liability indemnification shall extend beyond the employee’s separation of service in cases the suit involves dates in which the employee was under employment of the District.

## ARTICLE 10 – LABOR MANAGEMENT

**10.01 Labor-Management Committee:** There shall be a labor-management committee comprised of management officials designated by the Fire Chief and a maximum of four (4) union members designated by the Union President. Designated union members, while attending meetings, will receive appropriate wage compensation for hours worked.

**10.02 Meetings:** The Committee shall meet at least monthly, on mutually agreed dates and times, to discuss issues submitted to an agenda for the meeting.

**10.03 Agenda:** The agenda will include items to improve communication, discuss problems, form solutions and discuss objectives and goals of mutual concern. Agenda items will not include collective bargaining issues/negotiations, or discussion of resolution to a grievance. These appropriate concerns include, but are not limited to;

**A.** 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.

**B.** Recognition to work together to improve communication, enhance training, increase participative decision-making and promote a labor-management relationship based on mutual trust, respect and understanding.

**C.** Recognition to provide systematic training to labor and management leaders on collaborative methods of dispute resolution, recognizing that this process allows leaders to identify problems and craft solutions to better serve their members and the public.

**D.** Recognition to promote these principles to members at all levels of both organizations.

## ARTICLE 11 – HEALTH AND SAFETY

**11.01 Purpose:** The District agrees to provide the highest standards of health and safety in the Fire District in order to eliminate or reduce as much as possible accidents, deaths, injuries and illnesses, and near misses. The Union through its various representatives, committees, and agents, have been afforded certain participatory rights related to employee health and safety; however, it is not the intention of the parties that these provisions herein diminish the District’s exclusive and sole responsibility under statute, or this article. The Union may choose to participate or choose not to participate at its own discretion.

**11.02 Joint Safety and Health Committee:** There may be a joint health and safety committee composed of District and Union representatives selected annually. The Union shall select a minimum of (3) union representatives to participate on the committee. The committee will be composed of an equal number of District representatives and Union representatives for the purpose of voting. The joint committee shall adopt a safety program as provided for in statute FS 633.502-536 and FAC 69A-62 as a basis for developing said plan. As an example, the committee shall address the following:

- A. Meet at least monthly at established dates or as requested by either party.
- B. Make periodic inspections of District facilities and apparatus, protective equipment, protective clothing and devices, review work methods and conditions, including training procedures, at least annually.
- C. Make written recommendations for correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations shall be forwarded to District officials responsible for providing a healthy and safe workplace and include a target date for abatement of the condition or unsafe work practice.
- D. Keep minutes of all meetings, a copy of which shall be provided to the Fire Chief and Union President. A written report shall be prepared for review and adoption at the next committee meeting.

**E.** Review and analyze all reports of accidents, deaths, injuries and illnesses, and near misses. Make written recommendations that include a date of implementation to modify or add rules and procedures to further promote the avoidance of such incidents in the future as the committee deems appropriate.

**F.** Review all copies of records and reports, including all reports required by any governmental agency, under applicable federal, state, or provincial safety and health laws, and each report shall be made available upon request to each member of the safety and health committee.

**G.** The District shall provide or create a joint accident investigation team for the purposes of complying with “E” and “F” above.

**H.** The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters. The committee shall have the right to call on such experts and authorities, including, for example, representatives from the International Association of Firefighters, Florida State Fire Marshal’s Office, and International Association of Fire Chiefs, to make such examinations, investigations and recommendations as shall be reasonably connected with the purpose of the committee.

**11.03 Protective Clothing and Equipment:** The District shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing, and other protective equipment necessary to preserve and protect the safety and health of firefighters. Personnel may be responsible for expenses incurred in replacing lost or damaged uniforms due to personal negligence, or intentional misuse, subject to review and decision by the Fire Chief. Only personnel who have been trained and certified by the manufacturer or applicable agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

**11.04 Firefighter Health and Safety Training:**

**A.** The District agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness aptitude. In the event of the introduction of new technology or other changes in work processes,

the employees affected shall be fully trained in all the health and safety aspects of the new procedure, work process or equipment.

**B.** Employees agree to support and follow the Districts Safety Program and commit to providing a safe working environment.

**C.** Employees shall immediately report to their supervisor any safety hazards or other unsafe conditions. Employees shall also report to their supervisor any injuries sustained in the course and scope of employment. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union.

**D.** The District will provide its personnel with safety equipment as deemed necessary and appropriate as mutually agreed upon by the Fire Chief or designee and the Health and Safety Committee to ensure that all work on behalf of the District can be performed in a safe manner.

## ARTICLE 12 – GRIEVANCES

**12.01 Definition:** The grievance procedure set forth herein shall be the preferred method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of this agreement. If the interpretation or application of this agreement cannot be settled under this procedure, then either party may pursue continuation under alternate legal means.

A grievance shall be defined as a dispute or disputes involving the interpretation or application of an article or articles, a specific part or parts of this agreement, discipline and discharge, violation of a District governing document, or material change in an established practice.

For purposes of this Article, a practice shall be defined as one that has risen to the level of an enforceable contract term. If there is a dispute as to whether a practice meets this definition, the parties agree that in the event the matter reaches the arbitration step, the case will be bifurcated such that the arbitrator will first and separately decide whether the practice is arbitral.

Any grievance filed under this procedure shall bear the name and signature of any and all employees bringing forth the grievance, except when the Union itself brings the grievance, in which case the grievance will be signed by a Principal Officer of the Union.

As to any alleged violation(s) of any Federal Regulation or State Statute that is referenced by this Agreement, an employee(s) may assert a claim for such alleged violation by using the grievance procedure in this Agreement and/or filing an action with the appropriate authority having jurisdiction.

**12.02 Processing Grievances:** Employees or an employee who files a grievance under this procedure is responsible for meeting time-lines under this Article. The Union is not solely responsible because a member or members filed a grievance petition. However, the Union may intervene as it deems appropriate to represent its positions under this Agreement. The Union will facilitate coordination with the grievant(s) to aid him/her in the process, but is not responsible for timeliness when it is not the Union itself that filed the grievance.

**12.03 Time Limitation:** Within forty-five (45) business days of an alleged violation, a written and signed grievance petition may be submitted directly to an Advisory Grievance Committee of the Union for consideration.

**12.04 Extension of time:** All specified time periods may be modified by mutual consent of the Union and the District. Request for an extension shall not be unreasonably denied by either party.

**12.05 Grievance Steps:**

*Step 1: Union Grievance Committee*

The Union Grievance Committee, upon receiving a written and signed petition shall review the grievance and provide the grievant a written response within twelve (12) business days. After the grievant receives the written response they shall have seven (7) business days to decide whether the grievance proceeds to Step 2. The Grievance Committee is an adjunct to the grievance process and provides the member an educated opinion, however, the member can still proceed to Step 2 regardless of the committee's opinion.

*Step 2: Fire Chief*

The Fire Chief has fifteen (15) business days, from the date received, to respond to the grievance. The response shall include any evidence that the District has met its performance requirement under agreement. If the Fire Chief does not respond to the grievance, or denies the grievance in full or in part, the grievant(s) or the Union may submit the grievance to Mediation. The grievant(s) or the Union shall provide their decision in writing within ten (10) business days of receiving the Fire Chief's recommendation.

*Step 3: Grievance Mediation (Non-binding)*

When parties cannot agree to a grievance solution with the Fire Chief, is shall proceed to Mediation for a third-party recommendation. The Mediator shall be chosen from the Federal Mediation and Conciliation Service (FMCS) and agreed upon between the District and the Union. Grievance Mediation shall take place within a reasonable period of time, generally within thirty (30) business days of the grievant(s) or Union response to Step 2, unless extenuating circumstance exist.

If the grievance has not been settled to the satisfaction of the grievant(s) or the Union, it then may be submitted to the Board of Commissioners. The grievant(s) or the Union shall provide their decision in writing within ten (10) business days of receiving the Mediators recommendation.

*Step 4: Board of Commissioners*

When parties cannot agree to a proposed resolution after Mediation, it shall proceed to the Board of Commissioners for consideration during a regular or special meeting. Each party shall be provided a reasonable period of time to present, and rebuttal, opposing views of the grievance to the Board. The Board will vote to sustain or deny the grievance in whole or in part. The Board will have at their discretion the ability to offer alternate resolutions to the grievance that parties will have ten (10) business days to consider.

If the grievance has not been settled to the sole satisfaction of the Union, it then may be submitted to Arbitration. The choice to proceed to Arbitration for a member of the Union shall be made solely by the Union in consultation with the union attorney and consultation with the grievant. The choice to proceed to Arbitration for a non-member will be made by the grievant and he or she shall bare any and all costs associated with Arbitration. The Union, or non-union member grievant shall provide their decision in writing within thirty (30) business days to the District.

*Step 5: Arbitration (binding)*

Any grievance arising out of or relating to the interpretation or the application of his agreement may be submitted to arbitration. An arbitrator shall be selected from a list of seven (7) arbitrators by the alternate striking of names. The Union or grievant shall strike second. Any grievance pending Arbitration can continue to be worked on toward a resolve by the parties involved.

**12.06 Alternate Dispute Resolution Costs:** The compensation of the mediator, arbitrator, or special magistrate, and all stenographic and other expenses, shall be borne equally by the parties

**12.07 Unanswered Grievances:** Any grievance not answered by the District or the Union within the time limits provided will automatically advance to the next step of the procedure.

**12.08 Non-Union Members:**

A. Non-member (defined as an employee that is not active and in good-standing with the local) covered bargaining unit position, may designate a representative of their choosing from within the organization, but outside members and non-members covered by the Union, to assist or represent them during presentation of their grievance through the steps outlined above. The Union has no representational, legal, or financial responsibilities to non-union or non-bargaining unit employees.

B. The Union has the right to be present at any meeting between the District and a Union covered position, regardless of representational responsibilities. The District will ensure notification to the Union of any such meeting.

C. Non-member of the union will have the latitude to proceed at their own cost, representation, and in conformity with this agreement to and through Arbitration. The Union reserves the right to be present at any meeting up and through Arbitration.

## ARTICLE 13 – DISCIPLINE & DISCHARGE

**13.01 Discipline:** Discipline will be administered in a corrective, progressive, and lawful manner consistent with the previous practices of the District. The objective being to correct performance, improve efficiency and morale, and uphold the employee’s employment with the District.

**13.02 Just Cause:** The District must establish “just cause”, with a clear preponderance of evidence, prior to implementing discipline in situations involving formal suspension of an employee, or a more severe detrimental employment impact to an employee.

- A. Was the employee adequately warned or trained on the consequences of his/her actions?
- B. Was the violation or behavior related to the safe and efficient operations of the District?
- C. Was the employee subject to a fair and impartial investigation?
- D. Were the rules, regulations, policies, procedures, orders and directives ( i.e. governing documents) administered “evenhandedly”?
- E. Was the employee given an opportunity to respond to the allegations and charges?
- F. In instances where suspension, demotion, last chance agreement, or termination is considered, did the employee receive an impartial hearing before the penalty was imposed and the District demonstrated a clear and convincing presentation of the evidence in making its decision?
- G. Was the penalty imposed reasonably related to the incident and the past record of the employee?
- H. Just cause standards above (A through G) are not necessary when the act of the employee is of such a serious nature or so egregious that the employee is expected to know it is wrong.

**13.03 Due Process:** The District shall ensure that any disciplinary proceeding is in accordance with the commonly accepted practice of a fair and impartial hearing, procedural and

substantive due process, clear and convincing evidence, and the opportunity of the accused to address any accuser or accusations. Hearsay shall be in-admissible in any formal investigative proceeding.

**13.04 Confidentiality:** The District shall ensure the confidentiality of the inquiry or investigation during any inquiry or investigative process through completion. All participants in an inquiry or investigation shall maintain the integrity of the inquiry or investigation process through completion. Those found to be in violation will be subject to the disciplinary process. At the completion of the investigation all documents and determinations become public record, except those specifically exempt under Florida Law.

**13.05 Informal Investigative Action(s):** Supervisors shall have the responsibility of identifying alleged violations or instances of alleged unacceptable behavior that may result in administering progressive discipline that may include counseling, reprimand, and/or informal suspension.

A. In situations requiring informal investigative or “fact finding” process, all information shall be gathered, reviewed and acted on within thirty (30) calendar days of knowledge of the event.

B. Counseling, reprimand, and/or informal suspension shall be issued within thirty (30) calendar days of knowledge of the event. The accused employee(s) shall be notified within the same stipulated timeframe if no discipline will be issued and the informal investigation is closed.

C. The District shall have the ability at any time during the informal investigative process to proceed to a formal investigative process as outlined in 13.06.

D. Timelines can be adjusted one (1) time by written mutual agreement between the Union and the District; the Union will not unreasonably deny such requests (i.e. employee work schedules and availability).

**13.06 Formal Investigative Action(s):** The District shall have the sole discretion and responsibility for identifying alleged violations of District policies, rules, SOGs, and/or SOPs or instances of alleged unacceptable behavior that necessitate formal investigative

action and may result in suspension, demotion, last chance agreement, or termination. The District shall follow the provisions of Statute 112, Part VIII, “Firefighter Bill of Rights”, and those contained herein this article below. The following timelines shall be followed:

**A.** In such situations the District shall reasonably apprise the employee(s) in writing of the allegations, any purported violations of District governing documents, and any evidence or statements that have been received by the District within thirty (30) calendar days of knowledge of the events.

**B.** The District may not begin interrogations or questioning of employees associated with a formal investigation until the accused employee(s) has received the aforementioned written notification; thereafter, the District will complete the formal investigative process within one hundred and twenty (120) calendar days from the date of notification, unless extenuating circumstances exist.

**C.** During the one hundred and twenty (120) calendar days of the formal investigative process for those accused will be provided a formal investigation hearing, by an impartial arbiter, that will determine facts from hearsay, allow the accused to question accuser(s) by representation or counsel, to address accusations, and other defenses necessary to ensure impartial and fair dealings.

**D.** At the close of the formal investigation, the District will provide the employee(s) that are the subject of the formal investigation a summary of its conclusions along with any supporting evidence in preparation for a pre-determination meeting. The employee will be provided a reasonable period to prepare for the predetermination meeting. The District will ensure an official record of the predetermination meeting is made.

**E.** At the conclusion of the predetermination meeting, the District shall issue its final decision within thirty (30) calendar days.

**F.** Timelines can be adjusted by written mutual agreement between the union and the District; the Union will not unreasonably deny such requests.

**G.** The entire formal investigative process shall not exceed one hundred and twenty (120) calendar days from the date of written notification to the employee(s).

- 13.07 Employee Rights:** Employees shall be afforded any and all rights and privileges available to them under agreement and in accordance with Federal, State, local and department documents.
- 13.08 Union Rights:** The Union shall receive reasonable notification of any District inquiry, interrogation, or formal investigation, and will be allowed to have union representation present. Authorized legal counsel shall be allowed to be present during formal investigations.
- 13.09 Representation:** Any District inquiry, interrogation, or formal investigation meant as a means of determining a wrong doing (alleged unacceptable action) on behalf of the employee shall be entitled to Union representation during any proceeding initiated by the District. Authorized legal representation shall be allowed the ability to be present during formal investigations.
- 13.10 Written Accounts:** Written statements will not be elicited from employees, unless a formal investigative process is initiated by the District in accordance with Statute 112, Part VIII, “Firefighter Bill of Rights” and the provisions of this agreement.
- 13.11 District Rights:** The District reserves the right, depending upon circumstances, to place the employee under formal investigation on paid leave, without adverse employment consequences, for the duration of the formal investigation and its conclusion.
- 13.12 Determination:** The District shall provide the employee and the Union a written notification of disciplinary determination within ten (10) calendar days of completion of a formal investigation, unless extenuating circumstances exist. The written determination shall include: (1) All evidence based upon making the determination, (2) any previous employee disciplinary action or resolves, (3) the recommended and implemented discipline by the District, and (4) any appeal rights.

**13.13 Records:** The Union and employee shall be entitled to all documents related to the disciplinary action without charge.

**13.14 Types of District Actions for Infractions:**

**A. Informal Counseling:** Do not involve a formal investigative process and are used to prescribe inappropriate conduct or minor violation of the District’s governing documents. Counseling is intended to identify and correct deficiencies without the need for a formal investigatory process. Counseling is only administered by a superior officer to a subordinate employee. Counseling forms shall be removed from the employee’s record/file after one (1) year from the date of issuance.

**B. Informal Written Reprimand:** Do not involve a formal investigative process and are used to prescribe continuing inappropriate behavior or a serious violation of the District’s governing documents. A written reprimand is issued under the same parameters as a counseling, except that a written reprimand is retained for three (3) years from the date of issuance.

**C. Informal Suspension (24 hours or less for a Shift and 16 hours or less for Day/weekly employees):** Does not involve a formal investigative process and is used to prescribe a situation that an Informal Written Reprimand alone does not address the situation, and there is cause based upon reasonable belief of evidence obtained that warrant a suspension. This is an extension or add on to an Informal Written Reprimand.

**D. Suspension (Greater than Informal Suspension):** Involves a formal investigation process and is the loss of pay to an employee for multiple reoccurrences of the same or similar offenses or an offense that is reasonably considered serious in nature. It shall be reduced to writing and specifically state the date(s) of suspension. It shall be signed by the Fire Chief and by considered a permanent record of the employee’s employment.

**E. Demotion:** Involves a formal investigative process and is issued to an employee who has been suspended previously for the same or similar offense. It will be the Fire Chief’s determination if demotion is the appropriate course of action. The

employee shall be reduced in rank appropriate to the discipline determination. It shall be signed by the Fire Chief and be considered a permanent record of the employee's employment.

**F. Last Chance Agreement:** Involves a formal investigative process and is provided to an employee in lieu of termination when suspensions and/or demotions have not been effective, and the circumstances and evidence surrounding and giving rise to the consideration of termination are an appropriate disciplinary determination. In these instances, the District, Union, and employee may enter a "Last Chance" agreement in lieu of termination.

**G. Termination:** Involves a formal investigative process as a means of a separation of service of the employee. Termination is a means of separation for a serious and egregious act by an employee or in instances where an employee has been provided with opportunity to correct behavior and/or performance and the reoccurrences persist.

**13.15 Safety & Security:** At the sole discretion of the District, in which events and circumstances dictate reasonable care to ensure the safety of the public and employees, and necessitate the protection of district assets, an employee may be relieved from duty or restricted from reporting to duty.

## ARTICLE 14 – OFF-DUTY VIOLATIONS

**14.01 Notification:** The employee will notify the District of any changes that may affect their perceived employment status with the District before his/her next scheduled workday, unless extenuating circumstances exist.

**14.02 Legal Detention:** If an employee is detained and unable to report to duty, he/she will receive the time-off without pay. He/she shall notify the District of the detention as reasonably possible after release.

**14.03 Administrative Leave:**

**A.** The District reserves the right to place an employee on a paid leave and benefits status for any off-duty charges that involve allegation and charges of a misdemeanor/s of moral turpitude up to their final determination (adjudication) of events.

**B.** The District reserves the right to place an employee on a paid, or un-paid leave status (employment benefits unaffected) for any off-duty charges that involve allegations and charges under felony statute.

**14.04 Conviction, Nolo Contendere, or Cessation of Charges:** Upon completion of any legal proceeding resulting in a conviction or plea of nolo contendere by the employee to the charges, the District may take corrective action in accordance with the Discipline Policy, this Agreement, and previous practices. The District will not act based upon prima facie evidence of charges or act upon the cessation legal proceeds that do not result in legal admission of guilt.

**14.05 Motor Vehicle Violations:** Employees shall not be disciplined based solely upon moving traffic violations, unless the employee cannot maintain a valid work-related license or permit within a reasonable period of time based on legal maintenance of such license under the employee's extenuating circumstances.

**14.06 Driver Under the Influence (DUI):** Employees charged and/or convicted with a first (1<sup>st</sup>) DUI, with no extenuating circumstances of consequence to the District outside the employee's involvement, the employee shall be able to maintain their employment in a District assigned appropriate position (i.e., Firefighter, Training, Logistics or Administrative position) provided they maintain driving privileges. An employee charged, but later absolved of such charges will be restored to their rank and full employment status upon the cessation of legal proceedings and obligations (i.e., fines, restoration, driving privileges, completion of probation).

**14.07 District Inquiry or Investigation:** All questions related to an off-duty related incident shall focus narrowly upon the employee's workplace duties and ability to fulfill those responsibilities, or responsibilities and duties under an alternate position. Employees will not be required or compelled to answer questions not related to their employment.

**14.08 Extenuating Circumstances:** All extenuating circumstances under this agreement shall be discussed and agreed upon between the Fire Chief, Union President, and counsels. In situations in which a consensus is not reached, will be resolved through the Grievance Procedure.

## ARTICLE 15 – DRUG FREE WORKPLACE

**15.01 General Provisions:** The District agrees that the Drug-Free Workplace Program shall be in accordance with Florida Statutes, Chapters 112.0455, and 440.102, or as amended and agreed upon herein. The District will take into strict consideration the privacy rights guaranteed to every employee when conducting drug and/or alcohol testing.

**15.02 Drug Testing:** Before the District requires an employee to submit to an alcohol or drug test, other than “Fitness-for-Duty” or “Follow-up” testing, the District shall have established reasonable suspicion as provided in Statute and under District Policy as the basis for the ordered alcohol or drug test.

Once the District commits an employee to alcohol or drug testing the employee will be relieved of duty, with pay and without any adverse employment consequences, for the remainder of that workday, or until the employee is cleared for work, or the District receives a positive or negative confirmed drug-test result.

**15.03 First Report of Injury, Accident, or Exposures:** Employees filling out a “First Report of Injury” for Worker’s Compensation after suffering a personal injury, or involved in an accident resulting in injury to self at work will not be tested until the District provisions of Reasonable Suspicion are fulfilled under District Policy 1218 Drug Free Workplace.

**15.04 Refusals:** Employee refusal to submit to an alcohol or drug test after receiving written documentation by a supervisor of reasonable suspicion will be considered a positive confirmed drug testing result. The employee may refuse testing until provided a copy of the reasonable suspicion documentation. Refusal to test may result in disciplinary action, up to and including suspension and termination of employment.

**15.05 Alcohol Concentration:** An employee with a test result greater than .04 may be considered a positive test result under this agreement.

**15.06 Types of Drug Testing:** Employees may be required by the District to submit to the following types of drug testing:

**A. Routine Fitness-for-Duty:** An employee may be required to undergo a routinely schedule annual fitness-for-duty medical examination, which may include drug testing provided the employee received 14 calendar day notification prior to the date of his/her scheduled test. This test does not require reasonable suspicion written documentation.

**B. Reasonable Suspicion:** An employee may be required to reasonable suspicion testing based upon written documented belief of a trained supervisor that the employee is unfit for duty due to alcohol or drugs, with approval for testing by the Fire Chief or their designee. Alcohol or drug testing is authorized only if the observations are made reporting to duty, during the employee’s workday and being relieved from duty. All staff will be properly trained on reasonable suspicion in accordance with District policy on drug and alcohol use for properly recognizing any concerns and informing the first level of supervision not involved in the incident. Ideally, a Battalion Chief and a Chief Officer will initiate the process as outlined in District Policy.

**C. Follow-up Testing:** An employee who, in the course of employment, enters an employee assistance program for drug or alcohol related problems, or a rehabilitation program may be required to submit to unannounced follow-up testing no more than once monthly for a two-year period after completion of the program. This test does not require prior reasonable suspicion written documentation.

**D. Post-Accident:** An employee who has caused, contributed to, or been involved in an accident while at work leading to a Workers Compensation Claim, “First Report of Injury” for self or another employee, shall be required to submit to a post-accident drug test as a condition of employment if reasonable suspicion, with proper documentation and approval by the Fire Chief or designee has been established by the District.

**E. Property Damage:** When property damage occurs to District apparatus or equipment, and the supervisor believes the damage was caused, contributed to, or occurred because the employee or employees were under the influence of drugs or

alcohol; establishing reasonable suspicion with proper documentation and approval by the Fire Chief or designee, the employee(s) shall be sent for testing.

**15.07 Employee Job Protections:** The following employee job protections shall apply and be in addition to any protections found under Florida Statute and District policy.

**A.** All reasonable suspicion testing, including post-accident/property damage incidents, shall take place within twenty-four hours following the accident/damage; otherwise, no testing shall be administered. All testing must be through established testing facilities and not through law enforcement officials.

**B.** The District is responsible for transportation to and from the testing facility. The employee is responsible from the time he/she is released from duty. If unable to secure transportation home, the District will provide transportation.

**C.** The District shall not discharge, discipline, or discriminate against the employee solely upon an employee voluntarily seeking treatment for a drug or alcohol related problem.

**D.** While in any employee assistance or rehabilitation program, the employee will be allowed to return to duty in their regular assignment in accordance with physician or program provider recommendations upon their program completion.

**E.** An Employee will not be subject to alcohol or drug testing based solely on a “report of use”, or other hearsay from an outside or internal source.

**F.** Employees may not be disciplined or discharged based solely on a first confirmed drug or alcohol test, unless the employee has habitual disciplinary problems, or caused property damage or an injury to self or another party. A special risk employee may be disciplined for the first positive confirmed drug test result when illicit drugs, pursuant to FSS. 893.13, are confirmed.

**15.08 Employee Treatment Benefits:** The following employee treatment benefits shall apply and be in addition to any treatment benefits found under Florida Statute and District policy.

**A.** The employee will be responsible for utilizing the employee assistance program (EAP) and selecting a treatment or rehabilitation program. The employee will be responsible for all related expenses associated with the treatment.

**B.** The District shall consider temporary job reassignment, if available and upon recommendation from the treatment or rehabilitation program provider. The employee will be expected to use available accrued leave benefits or FMLA during treatment, provided the employee is unable to work.

## ARTICLE 16 – EMPLOYEE FILES

**16.01 Employee Files:** No material adversely reflecting upon an employee or upon his/her conduct, service, character, or personality shall be entered into District personnel file until after such employee has had a reasonable opportunity to review such material. Employees have the right to grieve any entry under the grievance procedure of this agreement.

The District agrees to maintain a file, or “digital file” for each employee for:

- A. Medical History and documentation.
- B. Disciplinary actions, investigations, or conclusions.
- C. General certifications, performance evaluations, and other department records.

**16.02 Employee Inspection of Files:** Every employee shall have the right to review, upon request and at a reasonable time, to examine his/her personnel file and receive electronic copies at no cost.

**16.03 Confidentiality of the Employee:** All employee personnel files and entries made therein and kept by the District shall be considered confidential, except as may be released under Florida Public Record Law.

## **ARTICLE 17 – PERFORMANCE EVALUATION**

**17.01 Employee Positional Performance Evaluation:** The District will not perform positional performance evaluations without providing clear and concise objectives well in advance to the employee, and requiring all employees of the position to be subject to those same standards. The District shall further provide continuing education and training towards meeting performance standards that it may require as part of its employee positional performance evaluation.

## ARTICLE 18 – TOBACCO FREE WORKPLACE

**18.01 Tobacco Free Workplace:** The District and the Union agree to establish a tobacco free workplace for all employees of the District. The District and the Union are committed to a healthy work environment free from all forms of tobacco use. It is widely recognized that smoking and secondary smoke inhalation are harmful to health and that the use of tobacco may significantly increase the risk of heart disease, emphysema and/or cancer of the lips, mouth, throat, and lungs. No employee of the Fire District may use tobacco products, in accordance with current District Policy.

**18.02 Florida Presumptive Legislation:** The State of Florida enacted presumptive laws that treat certain conditions, such as heart disease, hardening of the arteries and hypertension as work related- all of which have been shown as complications of tobacco use. Employees may lose these protections upon presentation of evidence that these conditions may have been caused by other factors.

## ARTICLE 19 – PERSONAL PROPERTY

- 19.01 Personal Lockers:** The District agrees to provide individual lockers for all shift and weekly employees adequate to hold dress uniforms, daily uniforms, personal hygiene and personal effects, in a secure location at the employee’s primary place of assignment.
- 19.02 Inspection:** All lockers are subject to inspection by the Fire Chief or their designee at their discretion at any time provided (1) two witnesses are available, or (2) the inspection will be made in the presence of a union officer. It is understood that employees have no expectation of privacy with respect to the contents of their lockers.
- 19.03 Locks:** All employees shall provide their own locks at their own expense for lockers.
- 19.04 Eye Glasses:** The District agrees to repair or replace as needed, any eye glasses (prescription or reading) that may be damaged on the fire ground, emergency situation, or in the performance of their duties. The term eyeglasses are defined as those glasses required by employees to drive with or to carry out his/her duties. Contact lenses are not covered in this provision. The use of contact lenses on duty is not encouraged by the District or Union.
- 19.05 Lost, Stolen, or Broken Items:** The District is not responsible for lost, stolen, or broken personal items (e.g. cell phones, personal computers, sunglasses, etc.) that may be brought to work or carried by the employee.
- 19.06 General Considerations:** Employees bringing personal items to work take on the responsibility of knowing that those items are subject to an increased risk of damage or accident by the very nature of their employment. The District will not be held liable to any damage to personal property.
- 19.07 Personal Property:** Personal property will not be allowed at station houses/facilities without prior approval by the Fire Chief, or their designee.

## ARTICLE 20 – SENIORITY

**20.01 Time-in-Service Seniority:** Time-in-Service Seniority is defined as the length of time an employee has been employed with the District in a full-time bargaining unit position, including any employment considerations from the date of hire from any other merged or consolidated district in which the employee was in a bargaining unit position.

If these dates are the same the employee's State of Florida Fire Certification, or Florida Fire Safety Inspector Certification (Fire and Life Safety) shall be used to determine the junior employee; the employee with the most recent date of certification being the junior employee.

When a part time employee is hired to a full time position the same day another employee is hired fulltime they shall have preference in each occurrence where time in service determines seniority.

**20.02 Rank Seniority:** Rank Seniority is defined as the length of time an employee has worked continuously in a full-time capacity within a recognized position of the District or any time spent in a like/similar capacity with a merged or consolidated District. Acting, or Out-of-Position assignments are not recognized in determining rank seniority. Rank Seniority will not be lost for periods of personal injury, illness, or incapacity where the employee is unable to work and fulfill their essential job duties.

**20.03 Utilization of Seniority:** Seniority shall apply in the computation and determination of eligibility for all benefits where length of service or rank seniority is a factor or where specifically designated for the determination or relative standing between employees.

**20.04 Loss of Seniority:** An employee’s seniority standing shall be lost whenever the employee:

- A.** Voluntarily resigns or retires from District service (loss of time-in-service and rank seniority).
- B.** Is terminated for disciplinary reasons (loss of time-in-service and rank seniority), or receives a reduction in rank (loss of rank seniority) due to disciplinary action.
- C.** Voluntarily accepts an alternate or temporary position outside their current scope of essential duties (job description) and the assignment exceeds one (1) year cumulative in months over the course of twenty-four (24) months (loss of rank seniority).
- D.** Receives a “Fit-for-Duty” and fails to report to their previously assigned position in a reasonable period of time (loss of rank seniority).

## ARTICLE 21, PART 1 – SHIFT HOURS & WAGES

**21.01 Regularly Scheduled Hours of Work for Shift Employees:** All Shift employees are considered to be working a variable workweek on a three (3) Platoon System designated by Shift (“A”, “B”, and “C”). Employee’s agree salary and eligible incentives are for a variable number of regularly scheduled hours up to the agreed upon 144 hours in a 21-day work period, regardless of the actual number of hours worked under the 7(k) exemption.

Shift employees (variable workweek employees) are entitled, in addition to salary and eligible incentives, to half (.5) time compensation for all scheduled hours worked beyond the threshold of 144 hours in the 21-day work period for their regularly scheduled workweek. All unscheduled hours will be compensated at time and one-half (1.5) to the employee provided all scheduled hours are accounted for.

**21.02 Equal Base Pay and Regular Rate of Pay for 21-day Work Period Under a Variable Workweek:** Calculation method used to determine a shift employee’s base pay equal bi-weekly paycheck in a 21-day work period will be the following:

- A. Identify the employee’s salary and all eligible incentives (as defined by FLSA)
- B. Take the sum of the employee’s annual salary and incentives and divide by twenty-six (26) – 14 day pay periods.
- C. Take the bi-weekly pay period amount determined in (B) and divide by 96 hours

**Example:**

$$\begin{aligned} & \$65,000 \text{ (Base Salary)} + \$7,500 \text{ (Eligible Incentives)} = \$72,500 \\ & \$72,500 \text{ (Base Salary plus Incentives)} / 26 = \$2,788.46 \text{ (Bi-Weekly} \\ & \text{Pay Period amount)} \\ & \$2,788.46 \text{ (Bi-Weekly Pay Period amount)} / 96 = \$29.04 \text{ (Regular} \\ & \text{Rate of Pay)} \end{aligned}$$

**21.03 Overtime Rate of Pay in a 21-day Work Period:** The employee’s overtime rate will be that rate calculated at one and one-half times (1-1/2) the employee’s regular rate.

#### **21.04 Defining Compensation:**

**A. Call Back:** The period of time the employee receives notification of call back and reports for assignment at the required location, and continuing until released (minimum of 2 hours).

**B. Overtime Rate of Pay / Overtime hours:** Overtime Rate of Pay is set in 21.03. All overtime shall be recorded in fifteen (15) minute increments. Overtime refers to the additional hours worked by the employee in addition to their regularly scheduled hours and scheduled productive hours worked in excess of 144 hours during the 21-day work period.

**C. Mandatory Overtime:** Overtime at twice (2X) regular rate of pay of the employee (premium pay) within the 21-day work period, in which the employee is required to remain on-duty or is mandated to return to duty by the District. Mandatory overtime is recorded hour for hour of time worked. Mandatory overtime is not associated with periods of awaiting reasonable shift relief, or late calls.

**D. Pay Period:** Employees are paid, as defined in 21.01B, Bi-weekly by check or direct deposit. All time worked by an employee outside of their regular scheduled hours during the 14 day pay period will be paid at the overtime rate of pay, in accordance with the fluctuating work week.

**E. Cost of Living Increase (COLI):** The cost of living increase will be as follows: The cost of living will be equal to a fixed percentage 2% of the base salary for all bargaining unit members and will be applied the first pay period of October and continue every October thereafter for the term of this agreement.

**F. Shift workweek:** Shift employees shall work a three (3) platoon (A, B, & C) rotational system beginning at 0800 and ending the following day at 0800; this constitutes one (1) shift. Start and end times can be changed by mutual agreement.

**G. Workday:** Shift employees generally perform station related work and training when not responding to calls Monday through Friday from 0800 to 1700 hours, and weekends and holidays 0800 to 1200.

**H. Promotions and Demotions:** Employees promoted to a higher rank shall start at the initial salary for the promoted position. Employees demoted shall be moved to their previous position / positional years of service as noted on the appendix.

Any shift employee promoted to a Training Lieutenant will not receive a reduction in pay. Instead, the aforementioned employees will transfer their time in rank to the appropriate training time in rank salary.

**21.05 Leave Calculations:** At the time of termination the employee shall be paid for eligible leave at their current hourly rate.

**21.06 Overtime (Hours beyond the employee’s normal work schedule):** The Fire Chief or their designee will determine the need for calling off duty personnel back to work to fulfill overtime assignments. It shall not be considered a requirement for the District to provide overtime for its employees.

**A.** In the event that a need for overtime shall occur it shall be paid at the rate of one and one half (1½) times the employee’s regular rate of pay for all hours worked.

**B.** All paid overtime shall be recorded in fifteen (15) minute increments and will begin upon the employee reporting or remaining on duty or assignment.

**C.** Employees mandated to remain on duty, or required to return to duty to fulfill an assignment shall receive hour for hour at double time while on assignment in accordance with the 21.04 of this agreement.

**D.** Overtime work for personnel will be distributed through the use of a rotation list. These lists shall be maintained separately for shift and non-shift personnel. These lists shall denote by name and rank (e.g., Firefighter, Driver-Engineer, Lieutenant, Captain, Battalion Chief) all hours of overtime accumulated by the employee throughout the District fiscal year. Overtime accumulation by an employee will be tracked throughout the year and reset each October 1.

**E.** Non-shift employees will not be allowed overtime shift work, unless under a State declaration of an Emergency.

**F.** Employees will not be charged hours to the overtime eligibly list for refusals or “no contact”. Employees will only be charged actual time worked.

**G.** All employees called back to work to fulfill an assignment shall be for the duration of the assignment, unless released by the District.

**H.** Part-time employees shall not be recalled to fulfill an overtime assignment.

**I.** Employee's waiting to be relieved from duty who are required to holdover due to a late call, waiting on relief, or other circumstance routine to the nature of the position shall be recorded as overtime. It will not be considered mandated time.

**J.** Employees who have received Leave Without Pay (LWOP) for disciplinary reasons will not receive overtime (1.5 multiplier) pay for any hours under the established 144-hour threshold.

**21.07 Mandated to remain on Duty:** Employee's mandated to remain on duty to fulfill an assignment shall receive twice their regular rate of pay (Premium Pay).-In extenuating circumstances, as determined by the Fire Chief or their designee, the employee may be released from assignment.

**21.08 Call-Back for Overtime Assignment:** Prior to initiating callback, all Acting/Out-of-Positions eligible personnel on the affected shift shall advance to fill open positions prior to the initiation of callback.

Thereafter, if the District determines a need for overtime for shift positions; the Fire Chief or their designee shall initiate call back using the method below, starting with the employee with the lowest number of hours.

**A.** Callback shall utilize qualified personnel for the position required. This is rank-for-rank (i.e. Company Officer, Driver-Engineer, and Firefighter) for the required position, Acting/Out-of- Position is not a rank. If this does not resolve the operational needs of the District;

**B.** Callback shall utilize qualified Acting/Out-of-Position personnel recalled from other shifts. If this does not resolve the operational needs of the District;

**C.** Callback shall utilize qualified persons from the next higher rank, if possible. If this does not resolve the operational needs of the District;

**D.** In the instance that the above process for callback has not filled the position, the vacancy shall be filled in accordance with 21.06

**E.** The Fire Chief or their designee will use their best discretion in determining District operational need.

Note: Rank-for-rank lists shall be maintained by: Battalion Chief, Captain and Lieutenant, Driver-Engineer, and Firefighter.

**21.09 Immediate Need for Call-Back:** When the District has an immediate need to fulfill an overtime assignment for shift personnel without prior knowledge (i.e. 10 p.m. the night before the shift); the Fire Chief or their designee will use their discretion to fulfill District operational need.

**21.10 Call-Back for Shift Battalion Chief:** Shift Battalion Chiefs will be called back for an overtime assignment only after it is determined that moving-up any Out-of-Position Battalion Chiefs assigned to the shift will cause overtime at the rank of Lieutenant or Engineer. In instances where Shift Battalion Chiefs do not accept the overtime assignment or overtime at the rank of firefighter is needed due to the backfilling of personnel, the Out-of-Position Shift Battalion Chief will be moved into the assignment and initiation of Call Back under the provision of 21.08 shall prevail.

## ARTICLE 21, PART II – WEEKLY/DAY HOURS & WAGES

**21.11 Regularly Scheduled Hours of Work for Weekly Employees:** All Weekly employees are considered to be working a forty (40) hour workweek. A 40-hour workweek times 52-weeks a year constitutes the employee's annual compensation. Therefore, the divisor shall be two thousand and eighty (2080) hours into the employee's annual salary, including all incentives and remuneration due under FLSA or this agreement. This constitutes the employee's reoccurring weekly wages, which in turn is used to form the basis of the two-week pay period.

**21.12 Overtime wages for Weekly Employees:** Overtime wages shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all hours beyond 40-hours in the seven (7) day workweek.

**22.13 Overtime (Hours beyond the employee's normal work schedule):** The Fire Chief or their designee will determine the need for calling off duty personnel back to work to fulfill overtime assignments. It shall not be considered a requirement for the District to provide overtime for its employees. Overtime work for personnel will be distributed through the use of a rotation list of all qualified employees able and willing to fulfill the assignment.

**21.14 Defining Parameters of Compensation:**

**A. Call Back:** The period of time the employee receives notification of call back and reports for assignment at the required location, and continuing until released (minimum of 2 hours).

**B. Overtime:** Overtime will be recorded in fifteen (15) minute increments, work times less than fifteen (15) minutes will be considered De Minimis.

**C. Mandatory Overtime:** Overtime at twice (2x) regular rate of pay of the employee (premium pay) within the 7-day work period, in which the employee is required to remain on-duty or is mandated to return to duty, other than on-call status. Mandatory overtime is recorded in one (1) hour increments, rounded up to the nearest whole hour.

**D. Pay Period:** Employees are paid bi-weekly by check or direct deposit.

**E. Cost of Living Increases (COLI):** The cost of living increase will be as follows:

The cost of living will be equal to a fixed percentage 2% of the base salary for all bargaining unit members and will be applied the first pay period of October and continue every October thereafter for the term of this agreement.

**F. Weekly workweek:** Weekly employees shall work a 40-hour workweek, or a 10-hour workday. Employees will coordinate with their Section Manager whether the employee is working five, 8-hour, workdays; or whether the employee is working four, 10-hour, workdays.

**G. Lunch/breaks:** Employees will be paid and considered hours worked for any lunch or break periods.

**J. Promotions and Demotions:** Employees promoted to a higher rank shall start at the initial salary for the promoted position. Employees demoted shall be moved to the last step held in accordance with Appendix A at the demoted rank. Any Shift employee promoted to Training Lieutenant will not receive a reduction in pay. Instead, the aforementioned employees will transfer their time in rank to the appropriate training time in rank salary.

**K. Leave Calculations:** At the time of termination the employee shall be paid for eligible leave at their current hourly rate.

## ARTICLE 21, PART III – OTHER CONSIDERATIONS

**21.15 Special Assignment:** When the need for a special assignment or special event exists within the District, the Fire Chief or their designee shall forward via department computerized staffing program (i.e., Call Back Staffing) to all qualified bargaining unit personnel of the assignment.

**21.16 Other Call-Back Consideration:**

A. It is the responsibility of the employee to keep on file with the District a current contact number for overtime assignments

B. Call-Back standard time between contacting employees shall be 2-3 minutes. In immediate need call-back there will be 1 minute or less.

C. Overtime will not be accrued for attendance at seminars, conferences, training courses, promotional opportunities, etc., unless specifically approved by the Fire Chief or their designee.

D. Employees on approved paid leave status will be eligible for call-back assignments

E. Employees on un-paid leave status, administrative, disciplinary, Workers' Compensation, or limited/light duty will not be eligible for call-back assignments.

F. Employees on Family Medical Leave will not be eligible for call-back assignments.

G. Employees may request their name be removed from the overtime eligibility list updating their eligibility on Call Back Staffing (or any other electronic staffing program the District uses).

H. Upon promotion, all overtime hours from the previously held rank will transfer to the employee's new rank

**21.17 Emergency Recall:** Emergency recall is the mandated return of employees by the District for duty under Federal, State, or regional declaration of an emergency. Employees that are on District approved leave shall not be subject to mandatory recall until their return to

normal scheduled duty. Employees that are on District approved leave shall not be subject to mandatory recall until their return to normal scheduled duty. Employees that are injured/illness and/or otherwise incapacitated shall not be required to return to duty until mentally and/or physically fit to do so.

**21.18 Declared Emergencies:** After an emergency is declared, any requests for leave shall be approved by the Fire Chief or their designee during the period of the declaration. All leave approved prior to the declared emergency shall be honored. The pay and overtime provisions of this collective bargaining agreement shall apply to all work on behalf of the District associated with response to emergency declared by an outside agency (e.g., State of Florida, Federal Government, District, etc.). Employees deployed outside Collier County shall be paid their regular hourly rate of pay for all hours during which they are normally scheduled to work but shall be paid overtime in accordance with applicable Federal and State criteria for payment.

**21.19 Union Pay Grades:**

**A.** All employee salary shall be as presented in Appendix A of this agreement. Appendix A shall be adjusted according to the definitions and negotiations of this Article. An employee will not take a reduction in pay if their current pay rate is outside the agreed upon Appendix box for their time in rank.

**B.** All employees whose anniversary/promotion date falls between October 1 and March 31 shall receive their step increase in accordance with the current Appendix A on the first full pay period of October of each year. All employees whose anniversary/promotion date falls between April 1 and September 30 shall receive their step increase in accordance with the current Appendix A on the first full pay period of April of each year.

**C.** Appendix A will be implemented the first pay cycle upon ratification of this agreement.

**21.20 Representation Meetings:** Employees representing the union and performing Health & Safety, Labor-Management, grievance representation and other mutually beneficial work will receive the time as hours worked for the purpose of pay.

## ARTICLE 22 – INCENTIVES

**22.01 Professional Incentives:** The District agrees that employees achieving training and education beyond established minimum standards improves performance, enhances safety, promotes professionalism and provides the community with improved efficiency and effectiveness in operations.

**22.02 Annual Incentive or Pro-Rated Incentive:** All incentive pay shall be included annually in addition to the employee’s base salary. For employee’s achieving an eligible incentive during the fiscal year, the incentive pay shall be pro-rated based upon twenty-six (26) pay periods. Employees will begin receiving their pro-rata share the following two-week pay period from the time the employee’s achievement and presentation to the District.

**22.03 State Incentive:** All employees receiving a degree from a regionally accredited or nationally certified college or university, which is accepted by the State of Florida’s supplemental compensation program, shall receive an incentive pay from the District equal to any monies received from the State as directed under F.S. 633.422(2). Those rates are currently \$50 for Associate, and \$110 for Bachelor monthly.

**22.04 Higher Education Incentive:** All employees receiving a degree from a regionally accredited or nationally certified college or university, regardless of certification, will receive these monies in addition to any compensation due from the State under 22.03 above. Employee’s will receive only their highest achievement in education:

- A. Master      \$2,600 dollars annually      (\$100 per pay period)
- B. Bachelor    \$1,950 dollars annually      (\$75 per pay period)
- C. Associate    \$1,040 dollars annually      (\$40 per pay period)

**22.05 Medical Certifications:** The District agrees to provide every employee certified and maintaining qualifications necessary to render emergency medical care the following annual incentive, or an equal amount divisible by 26 pay periods. Employees will only be

eligible for their highest qualification. Paramedics will only be eligible if credentialed to practice at that level.

- A. Emergency Medical Technician (EMT) \$1,950 annually (\$75 per pay period)
- B. Paramedic \$10,010 annually (\$385 per pay period)
- C. Transport Paramedic\* 10%

In addition to the above, upon implementation of a District Medical Program, all employees receiving the incentive will be a part of the District’s comprehensive Basic Life Support (BLS) and Advanced Life Support (ALS) community response initiatives as determined by the District; Fire Chief or their designee. Employee non-participation in the District program will result in the loss of the incentive.

With the inclusion of Emergency Medical Technician (EMT) incentive added to shift personnel base salary, The District and Union agree that no shift employee will receive a reduction in pay with the removal of the EMT incentive. Example – If an employee is outside of their respective box upon the implementation of Appendix A, and the removal of the EMT incentive would cause a reduction in pay, the District and Union agree said employee will receive the \$1,950.00 annually added to their base salary.

\*In the event the District enters into a merger/consolidation or management agreement that involves the addition of transport/ambulance or rescue units, all paramedics within this agreement will be given the above incentive, in 22.05C, on top of the base salary for every shift/hours worked on said unit.

**22.06 Fire Service Incentive Certification:** Employees receiving and maintaining a fire service certification shall receive the following monetary addition(s) to their base pay. Employees are only entitled to incentives that are not required for their position, as described by District job descriptions, or under current agreement. Employees are entitled to each qualification he/she holds, with the highest qualification being the relevant reimbursable incentive under the appropriate category. Employees will be paid based upon their highest

qualification under each category, not an accumulation of qualifications, categories are as follow:

**A. Florida State Fire Officer (All Employees):**

1. Fire Officer I/II \$650.00 annually (\$25 per pay period)
2. Fire Officer III \$1,040.00 annually (\$40 per pay period)
3. Fire Officer IV \$1,560.00 annually (\$60 per pay period)

**B. Florida State Fire Safety Inspector (Fire & Life Safety Only):**

1. Fire Safety Inspector II \$650.00 annually (\$25 per pay period)

**C. Florida State Fire Investigator (Fire & Life Safety Only):**

1. Fire Safety Investigator I \$1,040.00 annually (\$40 per pay period)
2. Fire Investigator II \$1,560.00 annually (\$60 per pay period)

**D. Florida State Fire Instructor (All Employees):**

1. Fire Instructor I \$650.00 annually (\$25 per pay period)
2. Fire Instructor II \$1,040.00 annually (\$40 per pay period)
3. Fire Instructor III \$1,560.00 annually (\$60 per pay period)

**E. Florida State Live Fire Training Instructor (Shift Employees & Three (3) FLS)**

1. Live Fire Training Instructor I \$1,040.00 annually (\$40 per pay period)
2. Live Fire Training Instructor II \$1,300.00 annually (\$50 per pay period)

**F. Other Certifications (All Employees – only one incentive)**

1. Safety Life Educator \$650.00 annually (\$25 per pay period)
2. Safety Officer \$650 annually (\$25 per pay period)
3. NFPA Certified Fire Protection Specialist \$650 annually (\$25 per pay period)

**22.07 Out-of-Position Incentive:** For the purpose of this contract, the out of position role will encompass two groups, Alternate and the Appointed. To be classified as an Alternate, the employee must be on a promotional list. Employees not on a promotional list, but meet all the minimum requirements, will be classified as Appointed.

**A. Alternate Approval:** All employees that pass a promotional exam will be an alternate for that position. All promotable Alternates will remain in that assignment until promoted, removed for disciplinary cause or refuses or sacrifices the assignment. If a promotable

candidate is removed from the Alternate position, he or she will no longer be eligible for promotions under the current promotional list.

**B. Appointed Approval:** Employees not on a promotional list wishing to participate in an Out-of-Position capacity, and meet the minimum requirements outlined in 39.16 will need approval from the Fire Chief or designee. This approval will consist of a standardized evaluation, similar to a promotional practical component established by Training Division. An employee who is in an Appointed position, not on a promotional list, will remain in that assignment unless removed for disciplinary cause, refuses, or sacrifices the assignment.

Employees fulfilling the assignment in either out-of-position role will be eligible for the below incentive. Employees who work in the out-of-position role will be paid the additional out-of-position rate in addition to the regular hourly rate while filling their out-of-position role. Priority for the Out-of-Position incentive will go to Alternates, who are currently eligible for promotion on the promotional list. If the number of promotable employees, on the promotional list, exceeds the maximum number of out-of-position assignment per shift, priority will be given based off promotional list rank. Available assignments will rotate down in sequence with promotions. If there are no Alternates, Appointed priority will be based off time in rank seniority. Additionally, priority will go to an Appointed employee who has full requirements for the position. There will be a maximum of 10 Out-of-Position Driver Engineers per shift, 10 Out-of-Position Lieutenants per shift, 3 Out-of-Position Battalion Chiefs per shift.

<b>Out-of-Position</b>	<b>Annual Incentive</b>	<b>Per Pay Period Incentive</b>	<b>Out-of-Position Rate</b>
Firefighter qualified to Driver-Engineer	\$2,002 annually	\$77.00 per pay period	\$4.00 per hour
Driver-Engineer qualified to Lieutenant	\$2,990 annually	\$115.00 per pay period	\$5.00 per hour

Station Captain/Lieutenant qualified to Battalion Chief	\$3,978 annually	\$153.00 per pay period	\$6.00 per hour
--	------------------	----------------------------	-----------------

**22.08 Miscellaneous Specialty Assignments**

**A. SCBA Technician** – The number of eligible employees will be at the discretion of the District

\$650 annually (\$25 per pay period)

**B. MARC Unit Technician** – The number of eligible employees will be at the discretion of the District. This incentive is contingent on the MARC unit being assigned to the region.

\$520 annually (\$20 per pay period)

**C. Field Trainer:** Left intentionally blank

## ARTICLE 23 – HOLIDAYS

**23.01 Recognized Holidays:** The following 14 holidays are those which shall be observed and recognized by the District:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King Jr. Day
4. President's Day
5. The Day after Thanksgiving
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Thanksgiving Day
12. Christmas Eve
13. Christmas Day
14. June Nineteenth

**23.02 Shift Holiday Pay:** All Shift employees will receive credit for eight (8) hours for all District recognized Holidays, subject to limitations under this agreement. Employee Holiday hours will accrue in the pay period in which the Holiday occurred and may be used as time-off under the same provisions of Vacation Leave or paid out the last pay period of September at the employee's regular rate of pay.

**23.03 September 11:** September 11<sup>th</sup>, this date shall be recognized by the District as an unpaid holiday. This date shall be reserved for attendance at memorial services for the victims of the 9-11-01 tragedy.

**23.04 Weekly Salary/Hourly Employee Pay:** All weekly employees will receive the day off with pay.

**23.05 Workday:** The workday for holidays shall be recognized and observed as a day without training, special assignment, or other district activities; except, in such cases where the Union agrees to an alternative work schedule. In these situations, the District and Union will assign the affected shift an “alternate” holiday shift.

**23.06 Weekend Holidays:** Any holiday that falls on a weekend for weekly employees shall receive the preceding Friday or following Monday off with pay, as determined by the Fire Chief or their designee.

**23.07 Time-off:** Employees requesting time-off on a District recognized Holiday will submit their request no less than ninety (90) calendar days from the start of the Holiday. Time-off limitations and seniority will be determining factors when approving eligibility for time-off. Employees may lose their time-off approval because of seniority or time-off restrictions. Time-off slots available less than ninety (90) calendar days will be filled based on the seniority of those employees that were denied time off at the ninety (90) day mark until fourteen (14) calendar days prior to the workday. Time off slots available less than fourteen (14) calendar days prior to the holiday will be filled according to Article 36 (Time Off).

**23.08 Sick Leave Callout:** Employees calling out sick, or on an unpaid leave status (e.g., FMLA, LWOP, Admin Leave, Short Term or Long-Term Disability, etc.) on a Holiday or the calendar day before or after the Holiday will receive no credit of, or payment of, or benefit of the Holiday.

## ARTICLE 24 – PAYROLL DEDUCTIONS

**24.01 Union Dues:** The District agrees to deduct dues and assessments in an amount certified to be current by the Union President or Treasurer from the pay of those who individually request, in writing, that such deductions be made. The District shall remit the total amount, each month or pay period, to the Treasurer. This authorization shall remain in full force for the period of this agreement or any subsequent period in negotiating a successor agreement. The employee shall be able to revoke the deductions at any time upon thirty (30) calendar day's written notice to the Union and the District.

**24.02 Other Deductions:** The District agrees to continue deductions as mutually agreed and in place.

**24.03 IAFF FIREPAC:** Employees shall have the right and ability to make voluntary contributions to the IAFF FIREPAC program through authorized payroll deductions. The Union will provide the form and signature authorization for the deduction.

**24.04 Union Political Committee (PC)/Electioneering Communication Organization (ECO), and Community Education (PE) Fund:**

**A.** The Employer agrees to deduct Union PC/ECO/PE Fund contributions from the pay of those employees who individually certify and request, in writing, that such deductions be made from their pay. The Employer shall remit the total amount of the contributions from participating employees every three (3) months in a check separate and apart from the Union Dues, to the Union.

**B.** The Union will provide signed copies of employee deduction agreements to the Employer. If the Employer questions the validity or authenticity of any employee deduction agreement, it may request that the employee verify that he/she agrees to the deduction set forth therein.

C. The Union PE Fund is in accordance with the provisions of the Union's Constitution & By-Laws as presented to the State of Florida annually. Any contribution to PC/ECO will be appropriately recorded with the Division or Local Supervisor of Elections regarding contributions.

**24.05 District Indemnification:** The Union agrees to indemnify the District and its agents, and hold it harmless for any and all claims, liabilities, and costs incurred by the District as a result of the District's compliance with this article.

**ARTICLE 25 – SPECIAL TEAMS**

**25.01 District Special Teams:** The District has established the following Special Teams and the minimum personnel or availability slots for employee participation. Team members will be moved to cover vacancies at the discretion of the Battalion Chief. Seniority will not be utilized in the movement of Special Team members. The District may add additional personnel beyond any established minimum at their sole discretion.

- A. Technical Rescue Team 45 available positions
- B. Hazardous Materials Team 45 available positions
- C. Dive Team 45 available positions
- D. Marine Emergency Response Team (MERT) 45 available positions

**25.02 Compensation:** Special Team members will receive \$1,040.00 per fiscal year (\$40.00 per pay period) added to their base compensation. This pay is for each Special Team that the employee is a qualified member.

**25.03 Overtime Compensation:** Each Special Team member and Coordinator/Deputy Coordinator is authorized overtime in accordance to the below table.

<b>Special Team</b>	<b>Member (45)</b>	<b>Team Coordinator (1)</b>	<b>Deputy Coordinator (2)</b>
Hazardous Materials	20 Hours	40 Hours	40 Hours
Dive Rescue	20 Hours	40 Hours	40 Hours
MERT	20 Hours	40 Hours	40 Hours
Technical Rescue	50 Hours	100 Hours	100 Hours

**25.04 Special Team Qualification:** All District Special Team training, qualifications, education, and team member competencies shall be determined by the Fire Chief or their designee (e.g., Special Operations Chief, Team Coordinator, Assistant Coordinator, etc.). In addition to those set by the District the following shall apply for team membership:

**A. Technical Rescue Team:** Members must attend and pass the State of Florida Technical Rescue disciplines to the Operational Level. These include, but not limited to, Vehicle and Machinery Rescue, Rope Rescue, Structural Collapse, and Trench Rescue and Confined Space Rescue.

**B. Hazardous Materials Team:** Members must attend and pass the State of Florida Hazardous Material Technician Course

**C. Dive Team:** Members must attend and pass a recognized open water dive certification course such as: PADI, NAUI or Dive Rescue International.

**D. MERT Team:** Members must complete a District multitask competency book with hands-on evaluation and endorsement.

**E. All Teams will conduct an annual assessment of members. If off-duty, they will be paid overtime in accordance with Article 21. Members are required to meet minimum standards as set by the District. The assessment hours will not be deducted from the member’s overtime allotment in accordance with 25.03.**

**25.05 Special Team Testing:** The District reserves the right to test Special Team members through internal performance evaluations, written exams, or externally through approved courses or vendors, or a combination of both. The team member must continue to participate in training offered by the District and maintain skills and expertise as recorded by Professional Development.

**25.06 Disqualification as Member:** Any member at any time may choose to cease participation on a District Special Team. The Fire Chief or their designee may remove any member of any Special Team provided there is cause and evidence documenting the reason, such as, but not limited to: willfully not participating, not able to meet performance expectations, negative participation, not meeting minimum training hours as outlined below.

<b>Special Team</b>	<b>Required Annual Training Hours</b>
Hazardous Materials	10 Hours
Dive Rescue	10 Hours
MERT	10 Hours
Technical Rescue	25 Hours

**25.07 Special Team Coordinators:** The Special Team Coordinator and Deputy Team Coordinator(s), of which there shall be at a minimum a pair for each District Special Team, shall be active members of said team. The Special Team Coordinator may petition the Fire Chief, or their designee to request one (1) additional Deputy Coordinator.

The Fire Chief or their designee shall appoint the Special Team Coordinator and Deputy Team Coordinator(s) for each team with input from team members. The Special Team Coordinator in cooperation with the Special Operations Chief will develop, plan, implement, schedule and instruct training sessions. The Deputy Team Coordinator will assist as needed. The Deputy Team Coordinator(s) must have the same qualification as the position they are subordinate to as they must be ready to take over that position at any time.

**A.** Special Team Coordinator: \$2,600.00 (\$100.00 per pay period) annually added to the employee’s base compensation.

**B.** Deputy Team Coordinator: \$1,300 (\$50.00 per pay period) annually added to the employee’s base compensation.

Special Team Coordinators will be responsible for ensuring that training is completed and appropriate training documentation is processed for continued incentive eligibility.

## ARTICLE 26 – LEAVE WITHOUT PAY

**26.01 Shift and Weekly Employees:** Employees are receiving a base salary every two-weeks whether employed under a shift or weekly schedule. In order to receive equal bi-weekly base paychecks, employees must use accumulated leave benefits when on an approved leave of absence from work. When employees do not have the required accumulated leave credits the following provisions shall apply:

**A.** In instances the employee does not have any accrued Leave to cover the period of time that the employee was off on a District approved leave, the employee will receive “Leave without Pay” (LWOP) for the duration of the workday. The calculation of which shall be based on the Wage and Hour Article of the applicable Union Contract. If the employee does not have the accrued leave when seeking time off on a swap, the employee will receive a progression of discipline.

**B.** In instances the employee receives LWOP a progression of discipline shall ensue at the District’s discretion. However, the following provisions shall apply:

- 1.** If the absence from work is covered by a qualified FMLA eligible event, no action by the District is necessitated.

## ARTICLE 27 – EMPLOYEE EDUCATIONAL ASSISTANCE

**27.01 Applicable Employees:** Employees that have successfully completed their hiring probationary period are eligible for Educational Assistance.

**27.02 Educational Assistance:** Regardless of any other employee acquired funding, the District agrees to provide each employee a cost reimbursement account for \$7,500.00 dollars per fiscal year; not to exceed \$175,000.00 per fiscal year collectively for all employees covered under this agreement.

Educational assistance reimbursement includes, but not limited to: the reasonable cost of following reimbursable items. Pre-approval required for all listed below:

- A. Course, class, seminar, or workshop, etc.
- B. Hotel, meals, mileage, and associated travel cost
- C. Books, transcripts, electronic filings, and other fees related to completing the employee's educational pursuit.

**27.03 Educational Pursuit:**

- A. Education must be taken in pursuit of knowledge in fire, inspection, prevention, administrative, business, technical, mechanical, hazardous, rescue, legal, political, language, emergency mitigation, repair, or other opportunity relevant to emergency service and community service.
- B. Education taken in pursuit of an Associate, Bachelor, Master, Doctorate, or Jurisprudence program must be from a nationally or regionally accredited institution.

**27.04 Education Reimbursement:** All reimbursements requests must be submitted by the employee within thirty (30) calendar days from the completion of the class, receiving the final grade, or certificate of completion. Reimbursements will be in the applicable fiscal year.

All educational reimbursement requests shall be paid by the District within thirty (30) calendar days from receipt upon presentation to the District of evidence showing proof that the employee has met academic requirements and incurred related educational expenses.

Any discrepancies over incidentals, receipts, or other unverified expenses will be handled separately from any verified costs incurred. Verified costs will be paid within the time period aforementioned, unless extenuating circumstances exist.

**27.05 Education Leave:** Education Leave, productive paid, shall be granted upon submission and approval by the Fire Chief or their designee. Educational Leave shall only be denied for extraordinary cause. Education Leave shall cover whole hours of instruction and periods in which it would be unreasonable for the employee to report or return to work, such as travel outside Charlotte, Collier, Hendry, and Lee Counties. Travel to these counties should not exceed two hours before or two hours after the instructional period. For courses outside the specified counties, each employee will submit for sixteen (16) hours of Education Leave for the day prior to the course start date if scheduled on-duty. All other hours shall be credited against accumulated and unused leave credits hour for hour as deemed appropriate by the designee of the Chief.

**27.06 Allotted Education Leave:** Shift employees have a maximum of two hundred (200) hours of productive paid leave a year. Day/weekly employees have a maximum of one hundred and forty (140) hours of paid leave a year.

**27.07 On-Line Courses During Working Hours:** Employees registered or required to complete on-line courses, seminars, or distant e-learning shall complete all required attendance hours, on their workday, on site at a District approved facility. The Fire Chief or their designees shall approve the site location and Education Leave hours.

**27.08 Other Circumstances:** Educational circumstances not addressed by this Article regarding educational reimbursement or time-off, or other unforeseen scenarios will be addressed cooperatively between parties.

**27.09 Paramedic Course:** Shift employees seeking their State of Florida Paramedic certification, may be allowed to complete all course requirements as required by the instructing institution. This includes but is not limited to lecture/lab, ride times, and clinical rotations. The district recognizes this will go over the allotted annual Education Leave credits. The employee will not be allowed Education Leave for any other course, class, seminar, or instruction while in a Paramedic Program.

**27.10 Paramedic Education Reimbursement:** A maximum of three (3) employees per shift, up to nine (9) employees (first come, first serve) per year enrolled in courses towards achieving a State of Florida certification as a Paramedic shall be reimbursed 100% of costs associated with the Paramedic program as required by the instructing institution. Employees may be paid reimbursement costs by semester, quarter, yearly, bi-yearly, etc., to ensure funds are available to the employee for continuing education towards program completion. Employees must complete the credentialing process and be working within the capacity of a credentialed Paramedic within twelve (12) months of the Paramedic course completion. The District will make available a credentialing program within the allotted time frame.

**27.11 Separation from service:** See Separation of Service Article

## ARTICLE 28 – HEALTH INSURANCE

**28.01 Group Health, Dental, and Vision:** The District agrees to provide group health, dental and vision plans to employees, dependents, and their families. Health plans and other insurance plans will be mutually agreed upon.

**28.02 Employee Contribution:** The following amounts shall be the employee contribution per pay check.

1. Employee/individual = \$20.00 per pay check
2. Employee and Spouse = \$55.00 per pay check
3. Employee, plus one or more children = \$55.00 per pay check
4. Family = \$100.00 per pay check

**28.03 Flexible Savings Account (FSA):** The District agrees to provide, at no cost to the employee, the option of a Flexible Savings Account.

**28.04 Insurance Committee:** The District and the Union agree that an Insurance Committee consisting of personnel from the Administration and the Union, as mutually agreed upon by the Fire Chief and Union President, shall meet yearly to discuss and recommend insurance plans and/or changes.

**28.05 Term Life and AD & D Insurance:** The District agrees to contribute 100% of the cost for a Group Life equal to one years' worth of base salary for the deceased employee not to exceed \$100,000.00, 24 Hour coverage, and State mandated ADD benefits. Benefits shall be payable to the estate or named beneficiary of the employee. The District and the Union agree coverages will not be less than statutory requirements.

**28.06 Supplemental Insurance:** The District agrees to payroll deduct for each employee the amount of monthly payments for supplemental insurance coverage. Supplemental insurance coverage providers shall be mutually set between parties.

**28.07 Catastrophic Injury or Death in the Line-of-Duty:** An employee that suffers a catastrophic injury or death as defined in Florida Statute 440.02 in the line-of-duty for the District shall be entitled to certain benefits, including, but not limited to, health insurance for self, spouse, and any dependents, in accordance with Statute 112.191 (FAC 69A-64.005).

**28.08 Short/Long Term Disability Insurance:** The District agrees to provide each employee a short- and long-term disability insurance plan. The District shall contribute 100% of the plan cost for each employee.

**28.09 Post-Employment Health Insurance (PEHP):** Employees will receive a Post-Employment Health Insurance contribution in accordance with established District Policy.

**ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 29.01 Employee Assistance Program (EAP):** Participating in an EAP will in no way jeopardize an employee’s job security and benefits. Information concerning an employee’s participation in the program is strictly confidential and independent of personnel, personal, or other public records. No specific information regarding the employee’s evaluation, diagnosis or treatment shall be provided to the District without prior written approval of the employee.
- 29.02 Mandatory Referral:** Employees given mandatory referrals to EAP by the District for arbitrary or capricious reasons shall retain the right to challenge those directives through the use of the grievance and arbitration procedures contained within this agreement.
- 29.03 Fit-for-Duty:** In situations where the employee receives a mandatory referral to EAP, the EAP provider will provide the District with a “FIT FOR DUTY” or a “NOT FIT FOR DUTY” certification only. In situations where a clearance is not forthcoming, the employee will be returned to service.

## ARTICLE 30 – UNIFORMS

**30.01 Uniforms:** The District agrees to provide at no cost to the employee all uniforms, daily and dress, and uniform components that are necessary for the safe and efficient performance of duties. The District agrees that all replacement of said uniforms and components will be at no cost to the employee.

**30.02 Employee Initial Issue of Uniforms:** The District shall issue an initial set of uniforms as presented below:

<b>Shift</b>	<b>Non-Shift</b>
1 Long Sleeve Class A Shirt	1 Long Sleeve Class A Shirt
1 Black Dress Pants	1 Black Dress Pants
1 Tie	1 Tie
2 Class B Shirts	2 Class B Shirts
4 BDU pants	6 BDU pants
1 BDU Shorts	5 BDU Shorts
6 Short-sleeve uniform t-shirts	8 Short-sleeve uniform t-shirts
2 Long-sleeve uniform t-shirts	2 Long-sleeve uniform t-shirts
1 Pair of duty boots	1 Pair of duty boots
2 Belts	2 Belts
1 Baseball cap	1 Baseball cap
4 Physical fitness shorts	2 Physical fitness shorts
1 Job shirt	1 Job shirt
1 Winter coat	1 Winter coat

**30.03 Interim Years:** Following initial issue, employees will be able to replace used or worn-out District uniforms and components at a minimum, employees will maintain the complement of uniforms and components as received in the initial issue of uniform for their position (30.02).

**30.04 Duty Boots:** General purpose or Station Duty boots will be replaced every two years or as needed.

**30.05 Structural Service Helmet:** The District agrees to allow employees to keep, at no cost, their structural service helmet (with emblem) upon promotion to a greater rank, or retirement in good-standing.

**30.06 Intentional Misuse:** The District may hold an employee accountable for the cost of lost or damaged uniforms or their components due to negligence, intentional damage, or misuse.

**30.07 Separation from Service:** The District expects employees separating from service to return District issued uniforms and components in a timely manner, usually two-weeks, or in lieu thereof their prompt return, the District may deduct a reasonable value of the item(s) from the employee's final separation paycheck.

**30.08 Uniform Committee:** The District and the Union agree to a uniform committee that will be called together at the discretion of the Fire Chief, their designee, or the Union. The purpose of the committee is as follows:

**A.** The Uniform Committee will provide written recommendations to the Fire Chief for consideration as part of, or in place of, a current uniform or uniform component that is being considered by the District as a replacement or new uniform component.

**B.** The Uniform Committee will consist of an equal member of Management and Union representatives. Union employees are chosen by the Union.

**C.** Written recommendation mutually agreed upon through a majority vote of the Uniform Committee representatives.

**D.** The Fire Chief, reserves the right to approve or disapprove any Committee recommendation. Uniform Committee members are not entitled to any compensation from the District.

## **ARTICLE 31 – EMPLOYEE ORIENTATION**

**31.01 Employee Orientation:** The District shall provide a comprehensive orientation to newly hired employees appropriate to cover all aspects of the employee’s new employment position. The length of the orientation period shall be determined by the District. During orientation, employees will receive their base salary, any eligible incentives, accrue benefits, and any overtime due as appropriate to the District set orientation schedule.

## ARTICLE 32 – LEAVE

**32.01 Vacation Leave:** Vacation Leave is used for personal affairs of any nature. Vacation Leave will not be denied except for extraordinary cause or limiting provisions under this agreement. Vacation Leave accrual is for whole months on the first day of the month, regardless of the actual number of days or hours worked by the employee, and are credited to the employee for each month as long as they are employed. Vacation Leave is productive for purposes of wages and overtime.

Newly hired employees will not be eligible for Vacation Leave until completion of their probationary period. Accrued Vacation Leave will be forfeited if the employee is terminated or resigns during their probationary period of employment.

**A.** Vacation Leave accrual based on completed months of service by hire-date:

Service	Shift	Weekly
1 <sup>st</sup> month - 60 months (5 Yrs.)	12 hours	8 hours
61 months – 120 months (10 yrs.)	20 hours	10 hours
121 months – 180 months (15 yrs.)	22 hours	14 hours
181 months – 240 months (20 yrs.)	24 hours	16 hours
241 months – completion	26 hours	18 hours

**B.** Vacation Leave is requested sixteen (16) hours in advance of the workday in which the leave would occur for weekly employees, and forty-eight (48) hours in advance of the workday in which the leave would occur for shift employees. Vacation Leave is used beginning with an 8-hour minimum and 2 hour increments thereafter for shift personnel and 2-hour increments for weekly/day personnel.

**C.** The maximum amount of Vacation Leave that can be accrued by an employee is 600-hours. No Vacation Leave can accrue over this cap.

**D.** Vacation Leave may not be used in advance of being accrued.

**E.** Vacation leave can no longer be rescinded after 2000 hours the shift prior to the start of the shift.

**32.02 Personal Leave:** Employees on shift will receive forty-eight (48) hours of personal leave, to be used in four (4) hour increments approved by the Fire Chief or their designee. Weekly employees receive the same benefit, except the total number of hours is sixty-four (64) hours to be used in two (2) hour increments.

**A.** Personal Leave is productive for purposes of wages and overtime

**B.** Personal Leave can be requested with a minimum notification of 16-hours prior to the start of the employee's workday.

**C.** Personal Leave is credited each October 1<sup>st</sup>, and will accumulate or carry-forward from year-to-year for a maximum carry-over of forty-eight (48) hours not to exceed a total of ninety-six (96) hours in the employee's bank.

**D.** Personal leave can no longer be rescinded after 2000 hours the shift prior to the start of the shift.

**32.03 Sick Leave:** Sick Leave is used for illness, injury, medical, dental, or other appropriate health and recovery periods that mentally or physical incapacitates the employee, or their family members. Sick Leave is granted upon notification to the appropriate, designated, District authority, as soon as possible.

Sick Leave accrual is for whole months on the first day of the month, regardless of the actual number of days or hours worked by the employee, and are credited to the employee for each month as long as they are employed. Sick Leave is productive for the purposes of calculating overtime. Accrued Sick Leave will be forfeited if the employee is terminated or resigns during their probationary period of employment.

**A. Sick Leave accrual based upon completed months of service by hire-date:**

<b>Service</b>	<b>Shift</b>	<b>Weekly</b>
1 <sup>st</sup> month – 60 months (5yrs.)	12 hours	8 hours
61 months – 180 months (15 yrs.)	14 hours	10 hours
181 months – 240 months (20 yrs.)	16 hours	12 hours
241 months – completion	18 hours	14 hours

**B. Sick Leave Responsibilities and Restrictions:**

- a.) Sick Leave for outside employment or recreation is prohibited.
- b.) Maximum amount of Sick Leave that can be accrued by an employee is 600 hours. No Sick Leave can accrue over this cap.
- c.) For Shift Employees, Sick Leave shall be charged in four (4) hour increments against an employee’s accumulation. One (1) hour increments can be utilized if the employee is already on duty and needs to utilize Sick Leave.
- d.) For Day Employees, Sick Leave shall be charged in one (1) hour increments against an employee's accumulation.
- e.) Employees must promptly notify their supervisor of any intended absence from their assignment, at least one (1) hour prior to the start of their workday.

**C.** Sick Leave shall not be used to extend pay or employment, benefits, or time-off when not in conjunction and related to an employee’s illness or injury

**D.** Sick Leave Sell Back will occur each September by the District. The District agrees to allow shift employees with greater than 120-hours of accumulated time, and weekly employees with greater than 80-hours of accumulated time, the opportunity to sell-back at the employee’s regular rate of pay excess hours beyond those stated herein. The maximum accrued sick hours an employee can be paid out annually is 240 hours.

**E.** The Union agrees that sell-back of sick leave will not be included in any

*DRAFT October 2023 – October 2026 CBA*  
employee calculation for regular rate of pay.

F. If two (2) or less sick days are utilized, sixteen (16) hours for weekly/day employees and forty-eight (48) hours for shift employees in a 365-day period, mid-fiscal year, April-April, the employee will receive an additional personal day on October 1<sup>st</sup>, eight (8) hours for weekly/day employees and twenty-four (24) hours for shift employees.

**32.04 Bereavement Leave:** Bereavement Leave is used in the event of the death of an employee's immediate family member or a death in which the employee held a close personal relationship with a relative. Bereavement Leave can be used to care for one's family when death has a sincere impact on the employee's family unit.

A. Immediate Family Definition: means a child, stepchild, grandchild, parent, step-parent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein. Under this definition, shift employees will be entitled to 72 hours, and weekly employees will receive 48 hours of Bereavement Leave.

B. Extended Family Definition: means a former spouse, domestic partner, aunts and uncles, fiancée and their immediate family, and cousins of the employee. Under this definition, shift employees will be entitled to 24 hours, and weekly employees will receive 16 hours of Bereavement Leave.

C. Any additional hours shall be at the Fire Chief's discretion. All hours of Bereavement shall be used within thirty (30) calendar days of the date of loss of a loved one, unless extenuating circumstances exist. The District may ask for qualifying documents to the relationship.

## ARTICLE 33 – FAMILY MEDICAL LEAVE

- 33.01 Family Medical Leave Act (FMLA):** The District agrees that employees may be eligible for unpaid leave benefits as outlined under the Family Medical Leave Act and coverage eligibility as outlined under 33.05.
- 33.02 Determination of FMLA Leave Benefit:** The determination of any FMLA leave shall be to the therapeutic benefit of the employee when determining the twenty-six (26) week period coverage.
- 33.03 Flexible Work Schedule During FMLA:** Weekly employees may work a flexible work schedule to assist with immediate family needs, subject to approval by the Fire Chief or their designee, provided that work can be accomplished in an effective and efficient manner. Denial of flexible work schedule should only be for an extraordinary cause, reduced to writing and presented to the employee.
- 33.04 Employee FMLA Coverage Begins:** Employee FMLA coverage begins in accordance with any Federal requirements.
- 33.05 FMLA Coverage:** The twenty-six (26) week period coverage for shift employees shall be equivalent to 1,456 hours of leave (56 avg. X 26 wks.). The twenty-six (26) week period for weekly/day employees shall be equivalent to 1,040 hours of leave (40 avg. X 26 wks.)
- 33.06 Employee Benefits:** Any employee qualifying for the Family Medical Leave Act (FMLA) shall continue to accrue leave and remain eligible for employee benefits under this agreement.
- 33.07 Use of Leave Credits While on FMLA:** Employees shall coordinate with the District the use of accumulated leave credits to supplement their income while on FMLA. At no time shall the employee receive higher wages than his/her base salary.

**33.08 Pregnancy:** The District recognizes that discrimination on the basis of pregnancy, childbirth, or related medical conditions constitute unlawful sex discrimination. Female employees who are pregnant or affected by pregnancy-related conditions must be treated in the same manner as other applicants or employees with similar abilities or limitations. These benefits are in addition to any Federal or State protections:

**A.** The District agrees not to single out pregnancy-related conditions for special procedures to determine an employee’s ability to work. However, the District may require its employee to submit a doctor’s statement concerning the ability/inability of the employee to work before granting permission to remain on duty, modified duty or to be place on leave benefits.

**B.** The employee may seek and attain their own medical opinions on conditions of employment and use those opinions as professional decisions as to continued employment during pregnancy. This will be (personal physician recommendation) the determining factor in continuing employment, acquiring reasonable accommodation, or being on a leave status.

**C.** Pregnant employees will be allowed to work as long as they are able to perform their essential duties. If an employee has been absent from work as a result of pregnancy related condition and recovers, the District will not require her to remain on leave.

**33.09 Off-the-Job Injury or Illness:** An employee who sustains an off-the-job injury, or illness, and is unable to work should refer to 33.01. Any employee who is not covered under FMLA will receive no accruals of leave benefits during the period of incapacity. The employee is not eligible for limited or light duty while on short and long-term disability insurance benefits.

**A.** Employees may use accumulated leave benefits to supplement earnings while receiving disability leave payments to maintain their normal rate of earnings and/or cover benefit deductions.

**B.** During the period of disability, the employee shall provide upon request of the District, status reports to the employee’s health and recovery related to the injury

or illness. Any request for medical information shall be used to determine eligibility for continued leave.

**C.** The District may also request and require the employee to be medically assessed or require an outside professional evaluation by a clinical expert in the field of injury, or illness, related to the off-duty prognosis.

**D.** Once an employee is cleared for duty under the medical certification of the employee's primary physician, he or she will be returned to their normal duty assignment. In instances in which the District requests a return to duty certification, it shall be in consultation and mutual agreement between treating physicians.

**33.10 Short-and-Long-Term Disability Benefits:** The District will provide Short-and Long-Term Disability insurance coverage to full-time employees at no cost to the employee.

**33.11 Permanent Long-Term Disability:** Employees determined by the workers' compensation treating physician, the District or the employee's own primary treating physician may declare the employee unable or unfit to remain in their currently assigned position. If such a determination is made by any of the aforementioned physicians, the employee will have the following choices:

**A.** The District may provide an alternate open position suitable, with reasonable accommodation, for the employee to continue employment with the District. The District will not create a position to accommodate the employee's continued employment with the District.

**B.** The employee may separate and apply for Long-term Disability from the District carrier per policy guidelines.

**ARTICLE 34 – KELLY DAY**

**34.01 Shift Kelly Day:** All Shift employees shall receive a Kelly Day. A Kelly Day shall be used to substitute for an employee’s regularly scheduled workday, which coincides with every seventh (7<sup>th</sup>) scheduled shift.

**34.02 Shift Preference Selection of a Kelly Day:** A uniform process for selection, or assignment of a Kelly Day consistent with effective and efficient operational needs of the District will be as follows:

- A. Kelly Day selection preference shall be based on time-in-service;
- B. Kelly Day assignments will be based on the number of personnel assigned to the shift, with the maximum number of positional Kelly Days as follows:

<b>Total Employees Per Shift</b>	<b>Min/Max amount on Kelly per shift</b>	<b>Total officers per shift</b>	<b>Min/Max amount on Kelly per shift</b>	<b>Total Engineers per shift</b>	<b>Min/Max amount on Kelly per shift</b>
57 – 63	8 / 9	15 – 21	2 / 3	15 – 21	2 / 3
64 – 70	9 / 10	22 – 28	3 / 4	22 – 28	3 / 4
71 – 77	10 / 11	29 – 35	4 / 5	29 – 35	4 / 5
78 – 84	11 / 12	-	-	-	-
85 – 91	12 / 13	-	-	-	-

- C. Officers (i.e. Battalion Chiefs, Captains and Lieutenants) and Engineers will be divided evenly, as shown above, between Kelly Days during the 21-day cycle
- D. Only one (1) Battalion Chief for a given day;
- E. Only one (1) Station Captain for a given day;
- F. Lieutenants will fill the open officer positions available, per positions in chart, for a given day;

G. Driver-Engineers will fill the open Engineer positions available, per positions in chart, for a given day;

H. An even distribution of Firefighters, with time-in-service considerations, will be instituted to even Kelly Day Selections amongst shift workdays.

**34.03 Kelly Day Exchange:** Employees will be allowed to exchange Kelly Days. The exchange of Kelly Days between employees shall be considered substitutions under the same terms and conditions as a shift exchange. Kelly Day Exchanges will be done by individuals in the same group (i.e. Officer, Engineers, Firefighters) and must not exceed maximum for each rank as stated in 36.02. Out-of-Position employees working in the capacity of the next higher group (i.e. firefighter as an alternate engineer) may swap with personnel in that position, but must remain as an alternate, unless promoted, until the swap has been paid back.

**34.04 Initiating Selection of Kelly Day:** Upon ratification of this agreement with the District selection of Kelly Days by employees will begin within thirty (30) calendar days. Thereafter selection will occur every year in September for implementation in October, or after ratification.

## ARTICLE 35 – SHIFT EXCHANGE / SHIFT RELIEF

**35.01 Shift Exchange:** Employees may voluntarily exchange shifts (substitution) with other employees of equal rank, provided a record of the exchange is recorded and mutually agreed upon between parties. A shift exchange shall not be submitted if it causes overtime to the District at the time of submittal. Employees are responsible for reviewing the shift schedule prior to submitting the exchange request to ensure the operational needs of the District are met. At the time of submission, if the exchange causes overtime to the District, it shall be denied. The District shall receive a record of all shift exchanges.

No more than ten (10) shift exchanges will be approved per month, per employee.

Newly hired employees will only be allowed ten (10) Shift Exchanges with approval of a Shift Battalion Chief until completion of their probationary period.

**35.02 Responsibility:** Responsibility for shift exchanges, paybacks and initiations, or cancellations, shall be solely that of the employees involved in the actual exchange of shifts. Once agreed upon between parties, the person agreeing to the shift exchange bears all responsibility of the workday. All parties acknowledge that substitution “re-payment” is between individuals and does not involve the District or the Union.

**35.03 Approval:** Approval for shift exchanges shall be conducted by the Battalion Chief, except in instances in which the Battalion Chief is requesting the exchange, the Battalion Chief shall approve their own exchange.

**35.04 Shift Exchange with-in Another Shift Exchange:** Shift exchanges with other employees whom accepted an exchange will not be allowed.

**35.05 Leave Requests:** The only approved leave allowed under a shift exchange shall be Personal Leave. Personal Leave requests on a District recognized Holiday are not allowed.

**35.06 Inability to Fulfill Assignment:** Employees who have agreed to a shift exchange and are unable or ineligible to fulfill the assignment for the following personal reasons (e.g., FMLA, Administrative Leave, Bereavement, Workers’ comp, etc.) will notify the requesting employee that they are unable to do so. The requestor of the shift exchange can then request another shift exchange with another employee, or use their own earned leave credits for time-off in accordance with the provisions of this agreement.

**35.07 Sick Leave:** The employee agreeing to fulfill a shift exchange, calling out “sick” will be charged 1.5 hours per hour, rounded up to the nearest whole hour for each hour of scheduled work reduced from their accumulated sick leave. Sick Leave usage on a District recognized Holiday shall be at 2-hour reduction of sick leave for each hour of missed work from the employee agreeing to the exchange.

**35.08 Failure to Report:** Any employee who agrees to a shift exchange, but fails to report to work without proper cause may be subject to disciplinary action. The employee he/she is working for shall not be adversely impacted.

**35.09 Shift Relief:** Between the hours of 0600 and 0900, an employee may be released or hold-over from their assignment with the approval of their Company Officer. Shift exchange requirements will not be necessary, but it shall be noted in the Station Log. There will be no overtime or expectation of overtime by the employee providing the relief (substitution). Shift relief is a substitution agree upon between employees.

**35.10 Disciplinary Action:** If, the District through the Disciplinary Procedure of this agreement determines, that more likely than not, the employee is not responsibly using Shift Exchanges (Substitutions) the employee will lose the availability for requesting and receiving Shift Exchanges based upon the recommendation of Disciplinary Action.

**ARTICLE 36 – TIME OFF**

**36.01 Shift Time-Off:** The District agrees to allow time-off for each shift day based upon the number of assigned bargaining unit personnel to the shift:

<b>Assigned Personnel</b>	<b>Available Time-Off Positions</b>
50 shift employees or less	13 – 24-hour positions
51 – 60 shift employees	14 – 24-hour positions
61 – 70 shift employees	15 – 24-hour positions
71 – 80 shift employees	16 - 24-hour positions
81 – 90 shift employees	17 – 24-hour positions

Time-off is for the following types of Leave: Kelly, Vacation, Personal, Union Time Pool and Education. Other types of Leave do not count against eligible time-off availability.

These are minimum allowed off, further restrictions apply under 36.03 of this Article; however, based upon circumstances and individual needs, further employees may be allowed off as coordinated through the Fire Chief or their designee.

**36.02 Other Weekly Employees Time-Off:** The District agrees to allow time-off for each workday based upon the number of assigned bargaining unit personnel.

<b>Assigned Personnel</b>	<b>Available Time-off Positions</b>
Less than 10 weekly/day employees	2 positions
10 Weekly/day employees	3 positions
13 Weekly/day employees	4 positions
16 Weekly/day employees	5 positions
19 Weekly/day employees	6 positions

Time-off is for the following types of Leave: Vacation, Personal, Union Time Pool and Education. Other types of Leave do not count against eligible time-off availability.

These are minimums, and the Section Manager may allow more personnel off at their discretion.

**36.03 Shift Restrictions:** The following District restrictions shall be applied to Shift Time-Off for bargaining unit positions:

- A. Six (6) Shift Officers (i.e. Battalion Chiefs, Captains and Lieutenants) will be allowed off per shift. 1 promoted BC is required to be on duty at all times.
- B. Six (6) Driver-Engineers will be allowed off per shift

**36.04 Education-On-Duty:** The District agrees to make reasonable accommodations for employees to attend classes/courses on-duty within the District or nearby agencies without affecting the number of employees off. These employees are required, as appropriate, to respond as necessary for the operational safety and staffing requirements as directed by their supervising officer. The Section Manager shall, at their sole discretion, approve all education on duty.

## ARTICLE 37 – COMPENSATORY TIME

**37.01 Day/Weekly Employees Compensatory Time:** Day (weekly) employees may choose, in lieu of overtime cash payments, to receive compensatory time. Employees may accumulate up to 120 hours of compensatory time earned at one-half (1 ½) hours for each hour of overtime work performed.

Thereafter all overtime hours worked shall be paid to the employees at their overtime rate of pay, Compensatory time-off shall be approved by the Fire Chief or their designees. Compensatory time-off shall not be unreasonably denied by the District (e.g. overtime coverage).

The District retains the authority and responsibility to record employee compensatory time and usage. Each September the employee's accumulated and unused compensatory time will be sold back to the employee at their overtime rate of pay.

**ARTICLE 38 – SICK LEAVE RESERVE BANK**

**38.01 Sick Leave Donation:** Employees may at their own choosing donate earned sick leave to another employee that has exhausted their sick leave. The District will provide the donation form that will denote the name of the employee, amount of voluntary donated sick leave, and whom the sick leave is donated to.

## ARTICLE 39 – UNION PROMOTIONS

**39.01 District Policy:** 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 applicants for those positions covered under collective bargaining agreement. This District will not post or accept any outside employment applications for positions covered by the collective bargaining agreement, unless there is no one person or persons qualified and seeking fulfillment of the positions from within the District.

**39.02 Promotional Testing Lists:** Promotional Testing lists shall be refreshed every three (3) years from the completion and posting of scores for the position. Promotional testing for a particular position may occur earlier, or later, as mutually agreed with the Union.

**39.03 Notification for Testing:** The District shall routinely post notice of promotional examination at least ninety (90) days prior to the start of the promotional process.

A. Notices shall include projected date(s), time(s), and location for each portion of testing, as well as the reference materials to be utilized for each or any portion of the testing process.

B. All employees that are scheduled to work their normal shift during any component of the testing process will be placed on administrative leave for the duration of the test on said day.

C. Once testing begins, it shall be completed and scores posted within sixty (60) calendar days, unless extenuating circumstances exist.

**39.04 Reference Material:** The District will be responsible for reimbursing the employee for testing materials available electronically, or hard copy from their annual Educational reimbursement allocation.

- 39.05 Notification of Intent to Test:** Employees wishing to test shall complete the application process within thirty (30) calendar days of notification posting. The District will not be required to provide “make-up” or “re-test” for employees that have issued testing dates or time. Failure to respond within the prescribed time limits shall render the employee ineligible to test, unless clear extenuating circumstances exist.
- 39.06 Veterans’ Preference:** Employee’s wishing to exercise their right to Veterans’ Preference must do so prior to testing within the thirty (30) calendar days of the notification posting. The District will provide a clear indication of Veterans’ Preference on the testing notification.
- 39.07 Final Weighted Average:** The overall test scores will rank employees according to their final weighted average of all testing portions. Final overall scores will be listed highest to lowest creating the eligibility list for the position.
- 39.08 Positional Qualifications:** All qualifications for the position begin the date of ratification and apply to those not currently in the position being tested. All employees wishing to test shall meet positional qualifications prior to testing, and must present those certifications during the thirty (30) calendar day notification period.
- 39.09 Eligibility Lists and Vacancies for Positions:** The District agrees to maintain promotional eligibility lists for all positions. Any time promotional lists are depleted of eligible promoted employees, or the District determines a need to test, the District shall notify employees of its intent to test for the position. All promotional vacancies shall be filled within thirty (30) calendar days from the date of the vacancy opening form the eligibility list.
- 39.10 Testing Process for Positions:** The District reserves the right to design, develop, and administer all testing procedures that are uniform in nature, free of bias, and conform with any Title VII applications. The Union will be provided an overview of the testing components for review and comment. The District is responsible for ensuring that any

component of testing is competitive, positional valid, and reflective of the position sought. Whenever possible the District will utilize a recognized outside professional testing agency. The District may utilize one or more of the following testing components:

- A. An assessment center that administers a written exam and/or performance testing the candidate's knowledge for essential positional job duties.
- B. An exercise or scenario that consists of one or more components that tests the candidate's practical skills for essential positional job duties.
- C. A professional development panel that evaluates the employees experience, education, and training as part of an interview board.

**39.11 Eligibility for Promotion:** To be considered eligible for promotions all candidates must achieve a minimum score of 70% in each component of testing being utilized in accordance with Article 39.10. All candidates on a current promotional list must be an Alternate for their position in order to be considered for promotion. If a candidate refuses Alternate status, he/she will be removed from the promotional list.

**39.12 Invalidation:** At the District's discretion, should any question, component, or portion of testing be considered or declared invalid; that question or portion 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.

**39.13 Employee Review:** The District agrees to provide a feedback session within a reasonable time frame following the promotional process. This shall not exceed thirty (30) calendar days from the completion of all testing portions. Employees only have the right to review their own test or any component thereof; employees do not have a right to review other employee's tests or results.

**39.14 Selection Process – Rule of three:** Promotions will be made from the appropriate eligibility list. The Fire Chief or their designee will utilize the "rule-of-three" as a standard selection process. Once a selection is made from the top three scoring candidates, the next eligibility will be taken from the remaining two highest ranked individuals and the next

highest ranked individual (third) on the eligibility list before any other candidates are considered. This selection process will be repeated until each of the original three have been promoted, unless one of the candidates was passed over for cause. At that point, another three candidates will be taken from the eligibility list in descending eligibility order and the process repeated. If the employee that was passed over for cause has resolved the employment issue, that employee will become the first eligible candidate for promotion, regardless of the next three eligible candidates. If the eligibility list is less than two candidates, the higher ranked candidate will receive the promotion unless passed over for cause. The following list constitutes cause (the list is not all inclusive):

- A. Employee has been disqualified as part of a disciplinary resolve
- B. Employee has been disqualified for continuing documented poor performance conduct related to their current position
- C. Employee chooses to be bypassed on the eligibility at the time of consideration
- D. Employee background check results renders the candidate ineligible

All factors constituting cause affecting the non-selection or bypassing for promotion of an eligible employee will be documented by the District and presented to the employee and the Union upon request.

**39.15 Promotional Committee:** The Promotional Committee will consist of an equal number of management and union representatives. Union representatives are chosen by the union. The Promotional Committee is responsible for selecting testing materials and testing components appropriate for the position being tested for by candidates. No one testing for the position may be on the committee. All materials shall be mutually agreed upon prior to notification for testing.

**39.16 Shift Position Years of Service, Time-in-Rank, and Qualifications:** The following constitutes promotional shift positions. The Union and District agree that qualification entitled “Positional Academy” and “Positional Task Book” will only be included as a required qualification when completed and agreed upon by both parties. The Union and District agree that a “Positional Task Book” may include requiring candidates to complete

six (6) months in an “out-of-position” capacity. The Union and District will mutually develop and implement such requirements. If a notification of intent to test is announced prior to the completion and implementation of such requirements to test, they will be excluded.

**A. Driver-Engineer (Minimum 21 Positions per Shift)**

1. Years of Service = Two (2) years of Time-in-Service
2. Qualifications = Florida Apparatus and Pump Operator Certification, and Aerial Operations Certification, FSFC-703. Forestry qualifications S130/S190 or equivalent.
3. Complete a positional academy
4. Complete the positional Task Book
5. Appointed Driver-Engineers must have completed 1-4 as listed above with the exception of Aerial Operations Certification. At no time will an Appointed Driver-Engineer operate an aerial or platform apparatus.
6. Testing Components = Written examination and Performance Evaluation.

**B. Lieutenant (Minimum 21 Positions per Shift)\***

1. Years of Service = Six (6) years of Time-in-Service
2. Time-in-Rank = Two (2) years Driver-Engineer
3. Qualifications = State of Florida Fire Officer I Certification, and State of Florida Fire Instructor I Certification. Forestry qualification S215 or equivalent.
4. Complete a positional academy
5. Complete the positional task book
6. Appointed Lieutenants must have completed 1-5 as listed above with the exception of the Fire Instructor I Certification.
7. Testing Components = Written examination and Performance Evaluation

**C. Station Captain (Minimum 3 Positions per Shift)\***

1. Years of Service = Ten (10) years of Time-in-Service
2. Time-in-Rank = Three (3) years Operational Lieutenant

3. Qualifications = State of Florida Fire Officer II Certification, and State of Florida Fire Instructor II Certification. Forestry qualification S330 or equivalent.
4. Complete a positional academy
5. Complete the positional Task Book
6. Testing Components = Written examination, Performance Evaluation, and Professional Development Panel.

**D. Battalion Chief (Minimum 3 Positions per Shift)**

1. Years of Service = Fourteen (14) years of Time-in-Service
2. Time-in-Rank = Four (4) years Operational Lieutenant/Station Captain
3. Qualifications = State of Florida Fire Officer III Certification, and State of Florida Fire Instructor III Certification. Forestry qualification S330 or equivalent.
4. Complete a positional academy
5. Complete the positional Task Book
6. Appointed Battalion Chiefs must have completed 1-5 as listed above with the exception of the Fire Officer III and Fire Instructor III certifications
  - A. Appointed Battalion Chiefs must have Fire Officer II certification
7. Testing Components = Written examination, Performance Evaluation, and Professional Development Panel

**39.17 Training Position Years of Service, Time-in-Rank and Qualifications:** The following constitutes promotional shift positions.

**A. Training Captain:** The employee seeking or occupying this position shall meet the following qualifications:

1. **Years of Service:** Minimum of ten (10) years of continuous service with the District.
2. **Time-in-Rank:** Four (4) years as a Training Lieutenant
3. **Fire Certifications:** Florida Fire Officer II, Florida Fire Instructor II, Florida Live Fire Instructor I, Florida Fire Safety Officer and S-330

**4. Medical Certifications:** State of Florida Paramedic, ACLS Instructor, PALS Instructor, BLS Instructor and CPR Instructor.

**B. Training Lieutenant:** The employee seeking or occupying this position shall meet the following qualifications:

**1. Years of Service:** Minimum of six (6) years of continuous service with the District

**2. Time-in-Rank:** Two (2) years as a Driver-Engineer or currently an Operations Lieutenant

**3. Fire Certifications:** Florida Fire Officer I, Florida Fire Instructor I, Florida Live Fire Instructor I, Florida Fire Safety Officer Certification and S-215

**4. Medical Certifications:** State of Florida Paramedic, ACLS Instructor, PALS Instructor, BLS Instructor and CPR Instructor

\*The total combined positions of Lieutenant and Captain will not be below 21.

## ARTICLE 40 – FIRE AND LIFE SAFETY SECTION (FLS) PROMOTIONS

**40.01 District Policy:** 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 applicants for those positions covered under collective bargaining agreement. The District will not post or accept any outside employment applications for positions covered by the collective bargaining agreement, unless there is no one person or persons qualified and seeking fulfillment of the position from within the District.

**40.02 Fire and Life Safety Section (FLS) Promotions:** Employees assigned to FLS may promote in rank according to the standards set forth within this Article. The District retains the right to perform a written assessment and/or a performance evaluation that corresponds to the business necessity of the position. All testing materials and procedures will be mutually agreed upon between the District and the Union.

**40.03 General Provisions:** The following provisions apply to FLS employee promotions and positions held:

**A.** Employees are responsible to maintain qualifications for the position they hold, if the employee does not maintain their qualifications, they may be demoted to the position they hold the proper qualifications for. An employee losing a qualification will be provided reasonable period of time to re-certify or retain the proper positional qualification.

**B.** Employees that are firefighter certified will be considered by the Fire District as a “high-risk” employee for purposes of the Florida Retirement System (FRS).

**C.** Employees may be denied a promotion for just cause established by the District. An employee may challenge any denial of advancement to the promoted position.

**D.** All employees in their current positions, prior to the date of ratification, shall remain unchanged and not required to meet the qualifications herein, unless seeking an Advancement.

**40.04 Notification for Testing:** The District shall routinely post notice of a promotional examination at least ninety (90) days prior to the start of the promotional process.

A. Notices shall include the projected date(s), time(s), and location for each portion of testing, as well as the reference materials to be utilized for each or any portion of the testing process.

B. Once testing begins, it shall be completed and scores posted within sixty (60) calendar days, unless extenuating circumstances exist.

**40.05 Reference Material:** The District will be responsible for reimbursing the employee for testing materials available electronically, or hard copy form their annual Educational reimbursement allocation.

**40.06 Notification of Intent to Test:** Employees wishing to test shall complete the application process no more than thirty (30) calendar days prior of the notification posting. The District will not be required to provide “make-up” or “re-test” for employees that have missed testing dates or times. Failure to respond within the prescribed time limits shall render the employee ineligible to test, unless clear extenuating circumstances exist.

**40.07 Veterans’ Preference:** Employee’s wishing to exercise their right to Veteran’s Preference must do so prior to testing and within the thirty (30) calendar days of the notification posting. The District will provide a clear indication of Veterans’ Preference on the testing notification.

**40.08 Final Weighted Average:** The overall test scores will rank employees according to their final weighted average of all testing portions. Final overall scores will be listed highest to lowest creating the eligibility list for the position.

**40.09 Positional Qualifications:** All qualifications for the position begin the date of ratification and apply to those not currently in the position being tested for. All employees wishing to

test shall meet positional qualifications prior to testing, and must present those certifications during the thirty (30) calendar day notification period.

**40.10 Eligibility Lists and Vacancies for Positions:** The District agrees to maintain promotional eligibility lists for all positions. Any time promotional lists are depleted of eligible promotable employees, or the District determines a need to test, the District shall notify employees of its intent to test for the position. All promotional vacancies shall be filled within thirty (30) calendar days from the date of the vacancy opening from the eligibility list.

**40.11 Testing Process for Positions:** The District reserves the right to design, develop, and administer all testing procedures that are uniform in nature, free of bias, and conform with any Title VII applications. The Union will be provided an overview of the testing components for review and comment. The District is responsible for ensuring that any component of testing is competitive, positional valid, and reflective of the position sought. The District may utilize one or more of the following testing components:

- A. A District administered written exam and/or performance testing the candidate's knowledge for essential positional job duties.
- B. As assessment center that administers a written exam and/or performance testing the candidate's knowledge for essential positional job duties.
- C. An exercise or scenario that consists of one or more components that tests the candidate's practical skills for essential positional job duties.
- D. A professional development panel that evaluates the employees experience, education, and training as part of an interview board.

**40.12 Eligibility for Promotion:** To be considered eligible for promotion all candidates must achieve a minimum score of 70% in each component of testing being utilized in accordance with Article 41.11.

**40.13 Invalidation:** At the District's discretion, should any question, component, or portion of testing be considered or declared invalid; that question or portion 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.

**40.14 Employee Review:** The District agrees to provide a feedback session within a reasonable time frame following the promotional process. This shall not exceed thirty (30) calendar days from the completion of all testing scoring and posting. Employees only have the right to review their own test or any component thereof; employees do not have the right to review other employee’s tests or results.

**40.15 Selection Process – Rule of three:** Promotions will be made from the appropriate eligibility list. The Fire Chief or their designee will utilize the “rule-of-three” as a standard selection process. Once a selection is made from the top three scoring candidates, the next eligible person will be taken from the remaining two highest ranked individuals and the next highest ranked individual (third) on the eligibility list before any other candidates are considered. This selection process will be repeated until each of the original three have been promoted, unless one of the candidates was passed over for cause. At that point, another three candidates will be taken from the eligibility list in descending eligibility order and the process repeated. If the employee that was passed over for cause has resolved the employment issue, that employee will become the first eligible candidate for promotion, regardless of the next three eligible candidates. If the eligibility list is less than two candidates, the higher ranked candidate will receive the promotion unless passed over for cause. The following list constitutes cause (the list is not all inclusive):

- A. Employee has been disqualified as part of a disciplinary resolve
- B. Employee has been disqualified for continuing documented poor performance conduct related to their current position.
- C. Employee chooses to be bypassed on the eligibility at the time of consideration.
- D. Employee background check results renders the candidate ineligible.

**40.16 Promotional Committee:** The Promotional Committee will consist of an equal number of management and union representatives. Union representatives are chosen by the union. The Promotional Committee is responsible for selecting testing materials and testing

components appropriate for the position being tested for by candidates. No one testing for the position may be on the committee. All materials shall be mutually agreed upon prior to notification for testing.

**40.17 FLS Years of Service, Time-in-Rank and Qualifications:** The following constitutes promotional FLS positions. The Union and District agree that qualification entitled “Positional Academy” and “Positional Task Book” will only be included as a required qualification when completed and agreed upon by both parties. The Union and District will mutually develop and implement such requirements. If a notification of intent to test is announced prior to the completion and implementation of such requirements to test, they will be excluded.

**A. Inspector II Civilian**

1. Years of Service = Two (2) years of Time-in-Service as an Inspector
2. Qualifications = Florida Fire Safety Inspector II Certification
3. Complete a positional academy
4. Complete the positional Task Book
5. Testing Components = District testing in accordance with 41.09

**B. Fire Inspector II**

1. Years of Service = Two (2) years of Time-in-Service as an Inspector
2. Qualifications = Florida Fire Safety Inspector II Certification, Florida Fire Investigator Certification, and Florida Firefighter I Certification
3. Complete a positional academy
4. Complete the positional Task Book
5. Testing Components = District testing in accordance with 41.11

**C. Lieutenant Fire Inspector (Maximum of 6)**

1. Years of Service = Six (6) years of Time-in-Service
2. Time-in-Rank = Three (3) years rank of Inspector II
3. Qualifications = Florida Fire Safety Inspector II Certification, Florida Fire Investigator Certification, Florida Firefighter I or II Certification, and Florida Fire Officer I Certification
4. Complete a positional academy

5. Complete the positional Task Book
  6. Testing Components = District testing in accordance with article 41.11
- D. Captain Fire Inspector (maximum of 3)**
1. Years of Service = Ten (10) years of Time-in-Service
  2. Time-in-Rank = Three (3) years rank of Lieutenant Inspector
  3. Qualifications = Fire Instructor II Certification, Florida Fire Safety Inspector II Certification, Florida Fire Investigator Certification, Florida Firefighter II Certification, and Florida Fire Officer II Certification.
  4. Complete a positional academy
  5. Complete the positional Task Book
  6. Testing Components = District testing in accordance with article 41.11

## ARTICLE 41 – SHIFT OPERATIONAL STAFFING

**41.01 Safe Staffing:** The District and the Union recognize the importance of meeting National Standards in Safe Operational Staffing. These practices and standards allow for the standardization of certain ranks and levels of responsibility within the fire service, specific units and the incident command system. National standardized staffing and supervision are foremost designed for safety and efficiency on the fire-ground and emergency incidents. The District recognizes that that uniformity of command and control enhances safety, service, performance, and accountability practices. Therefore, the District agrees to maintain minimum staffing as indicated in this article.

**41.02 Minimum Safe Staffing Levels:** The following are to be applied and maintained to District apparatus for fire-rescue, and emergency medical response:

**A. Ladder/Tower Company:** Shall have a company officer at the rank of Captain or Lieutenant, Driver-Engineer, and one or two Firefighters as staffing permits.

**B. Engine (Class A) and Heavy Rescue Company:** Shall have a company officer at the rank of Captain or Lieutenant, Driver-Engineer, and one or two Firefighters as staffing permits.

**C. Squads/Rescue Company:** Ideally, a company officer at the rank of Lieutenant, and Driver-Engineer or Firefighter as staffing permits. At a minimum, Squads/Rescues can be staffed by two qualified Firefighters.

**D. Brush-Truck Company:** Ideally, a company officer at the rank of Captain or Lieutenant, Driver-Engineer, or Firefighter as staffing permits. At a minimum Brush-Trucks can be staffed by one (1) Alternate Driver-Engineer and one (1) qualified Firefighter.

**E. Auxiliary Companies (Water Tenders, Air/Light units, or Special Response):** Shall have a minimum of one qualified Driver-Engineer or Out-of-Position Driver-Engineer. Air/Light units shall have a minimum of one (1) qualified Firefighter.

**41.03 Misc. Provisions:** The Shift Battalion Chief shall have the latitude to reduce staffing to a minimum of two qualified personnel for periods during the shift in which a need at their discretion arises. This should not normally exceed four (4) hours.

## ARTICLE 42 – PART-TIME EMPLOYEES

**42.01 Recognition:** The District agrees to recognize part-time employees as Inspectors and Mechanics in accordance with the recognition article of this agreement. The District agrees to not add part-time firefighters during the term of this contract.

**42.02 Qualifications:**

**A.** All Inspectors hired by the District in a part-time capacity shall comply with the requirements of State Fire Inspector I.

**B.** All Mechanics hired by the District in a part-time capacity shall comply with the qualifications of Automotive Service Excellence (ASE) and/or Emergency Vehicle Technician Certifications (EVT).

**42.03 Limited Positions:** Part-time positions within the District shall be limited to two (2) positions for Inspector I and (2) Mechanics.

**42.04 Orientation and Continued Training:** Any part-time employee will be required to complete a paid orientation period as administered by the District. Any part-time employee will be paid for attendance, or any hours allowed to be suffered by the District, to meet the State or District requirements of his/her positions for continued employment.

**42.05 Hours and Pay:** All part-time employees shall receive, at the minimum, the initial salary for the position and shall be eligible to work twenty-seven (27) hours a week.

**42.06 Hiring Preference:** Part-time employees will be provided hiring preference in accordance with this article and Veterans' Preference considerations.

## ARTICLE 43 – SHIFT-TO-SHIFT TRANSFERS

**43.01 Transfers:** The District agrees to provide the employee affected a twenty (20) calendar days' notice in advance of any District transfer.

**43.02 Selection of Shift Employee Transfers:** When the need for a shift-to-shift transfer is identified by the District, the District shall use Rank Seniority, the least ranking officer, or least ranking member of the required position meeting all qualifications and essential duties of the job description being considered first for shift transfer. Special team designations, which are outside the essential duties of the position will not be considered.

**A.** A Memorandum by the District shall be sent to one or all persons of the rank affected, giving the affected employee(s) notification, and anticipated start date on the newly assigned shift.

**B.** In place of the least ranking officer, or position, an employee may volunteer to transfer in place of the identified employee provided they meet the essential duties of the position and have time-in-service seniority.

**C.** The date of transfer shall not change from the original twenty (20) calendar day notice of transfer for any employee volunteering in place of the affected employee. The employee transferring can, by agreement with the District, transfer prior to the original date.

## ARTICLE 44 – LATERAL AND TEMPORARY TRANSFERS

**44.01 Lateral Transfers:** The District agrees that employees may voluntarily transfer from shift to weekly positions or vice-versa with approval of the Fire Chief or their designee provided there is an opening, the requesting employee meets essential duties of the position and successfully completes the recruitment process including testing and interviewing. When two or more persons request the transfer, the person with hire date seniority shall prevail. An employee transferring accepts all the commensurate pay and associated benefits of the position based on their hire date seniority.

A. Employees may only transfer from Shift-to-Day or Day-to-Shift if the employee has the current qualifications for a vacant position within the District and a position is available. Transfers shall only be to Firefighter or Inspector I/II.

**44.02 Temporary Transfer:** The Fire Chief shall be able to temporarily transfer an employee(s) mutually agreeing to such transfer to a position outside their regular scope of duties. This temporary assignment shall not exceed one (1) year cumulative calendar months from the date of transfer within a two (2) year period.

A. If the temporary transfer progresses beyond the one (1) year assignment, then it shall be considered a full-time regular position within the scope and meaning of the recognition Article of this agreement. The District will produce an appropriate job description to meet the needs of the District and bargain any terms and conditions inherent to the position.

B. The employee agreeing to the temporary transfer will continue to be paid their salary, and incentives for the position they hold and not the temporary assignment. The employee will continue to accrue leave benefits for the position they hold and not the temporary assignment.

C. The temporarily transferred employee can at their discretion return to their previous position at any time under any applicable covenants of this contract.

**44.03 Existing Positions:** The District may not temporarily transfer employees to existing positions within the bargaining unit. Those positions shall be filled by competitive process or an agreed upon selection process.

## ARTICLE 45 – ON THE JOB INJURIES

**45.01 On-the-Job Injury, Illness, or Exposure:** An employee who sustains an on-the-job injury, illness, or exposure that is compensable or potentially compensable under the District’s Workers’ Compensation carrier shall continue to receive all regular salary, incentives, and benefits for at least twelve (12) months while they are unable to work, or for a longer period of time while under the care and direction of the Workers’ Compensation carrier. This applies during any period in which the Workers’ Compensation carrier is making a determination of coverage, or during any period the employee contests the determination of the Worker’ Compensation carrier.

**A.** The employee agrees to assign to the District any and all payments received during this period from the Workers’ Compensation insurance, accident and sickness insurance, and any other insurance benefit received by the employee and funded by the District.

**B.** If Workers’ Compensation coverage is ultimately denied the employee will not be required to repay or be responsible for any wages, leave, or other benefits received from the District.

**C.** Any employee approved by the Workers’ Compensation assigned physician to return to work in a limited or light duty assignment shall do so in accordance with any applicable article of this agreement. Employees will be allowed to attend medical, physical and rehabilitative treatments on duty.

**D.** Employee’s required to attend medical, physical or rehabilitative treatment on non-duty, or workdays will not receive additional compensation.

**E.** When a Workers’ Compensation approved physician determines that an employee is medically cleared for duty, that employee will return to work, unless the medical clearance is contested by the employee’s own treating physician. If contested by the employee and their physician, the employee will immediately be considered as an off-duty injury under this agreement.

**ARTICLE 46 – LIMITED DUTY**

**46.01 Limited Duty:** An employee placed on limited duty under the District’s Workers’ Compensation carrier, or by mutual agreement with the District shall be placed in a position that facilitates the employees physical and mental health, and offers the least obstruction to the employee’s regular schedule of work. The District will make the final determination of assignment.

## ARTICLE 47 – DISTRICT PHYSICIAN / FIT FOR DUTY

- 47.01 District Physician:** The District will maintain a contractual relationship with a physician that is an Occupational Specialist that allows each employee a relationship for treatment and care during service to the District and after retirement. The District Physician will serve as the agreed authority in matters of employee care, diagnosis, treatment, and professional medical opinion in employee care.
- 47.02 Annual Medical Examinations:** All employees’ medical examinations will be in accordance, at a minimum, with current NFPA 1582 requirements and OSHA vision and hearing requirements. All medical examinations are at no cost to the employee.
- 47.03 Pre-employment Fit-for-Duty:** Each new hire will be subject to a pre-employment fit-for-duty. The full copy of the fit-for-duty will be released to the District for future reference as needed for eligible benefits. The District shall receive and store employee medical examination results in accordance with Federal and State Law.
- 47.04 Fit-for-Duty:** Specific results of any medical examination will not be shared with the District, unless pursuant to employee consent and is required for processing of eligible benefits. The District will only receive whether the employee is fit for duty or is not fit for duty. The employee will be responsible for maintaining copies of their annual fit-for-duty report for future reference.
- 47.05 Self Contained Breathing Apparatus (SCBA):** All employees that may use an SCBA as a job necessity to their position during fire-ground activities shall receive an annual stress test that measures lung capacity and heart rhythms. Employees that do not pass such tests will need further consideration by medical professionals and as outlined under Fit-for-Duty.

**ARTICLE 48 – PHYSICAL FITNESS**

**48.01 Station Physical Fitness Facilities:** The District will maintain at each of its fire station facilities exercise and weight equipment for use by on-duty and off-duty personnel.

## ARTICLE 49 – SEPARATION FROM SERVICE

**49.01 Voluntary:** Voluntary resignation or retirement occurs at the request of the employee. An employee voluntarily leaving District service will be entitled to the following benefits in addition to any other benefits afforded them under this agreement or District Policy.

At the time of resignation or retirement the employee shall be paid their higher of (1) their regular hourly rate of pay, or (2) the average hourly rate of pay over the last three years of employment for:

- A. All accumulated and unused Vacation Leave
- B. All accumulated and unused Sick Leave
- C. All accumulated Holiday Leave

**49.02 Job Related Death On-Duty or Off-Duty:** In the event of an employee's death due to a job-related circumstance or situation that may have occurred on-duty or off-duty the employee's beneficiary of record, or to the estate of the employee will be entitled to the following benefits. The employee's beneficiary, or estate will also receive all insurance coverage payments and other benefits afforded under this agreement or by District Policy.

- A. All accumulated and unused Vacation Leave
- B. All accumulated and unused Sick Leave
- C. All accumulated Holiday Leave

**49.03 Termination by the District:** The District terminating an employee for just cause will not have to pay out any accumulated leave benefits.

**49.04 Education Reimbursement:** If an employee has been reimbursed for education in the last thirty-six (36) months prior to voluntary and/or involuntary separation from District employment, the employee shall reimburse back to the District 100 percent of the last thirty-six (36) months education reimbursement. District workforce reduction (lay-off) and those meeting the requirements of their respective retirement plan shall not apply to this section.

**ARTICLE 50 – DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

**50.01 Deferred Retirement Option Program (DROP):** The District agrees to allow employees that enter DROP, under FRS, or an eligible Chapter 175 Pension Plan to contribute all or a portion of the employee’s accumulated and unused Vacation Leave at a rate of pay equal to the employee’s current regular rate of pay at the time of declaration. All Vacation Leave contributions, at the cost herein described, shall be subject to plan limitations. Contributions cannot exceed current retirement plan maximums allowed at time of entry.

## ARTICLE 51 – MISCELLANEOUS

**51.01 Job Description:** The District agrees that there shall be no modifications to job descriptions during the term of this agreement without first notifying the union of the proposed changes. The District, in conjunction with the Union, will work on development and modification of job descriptions. The District and the Union agree that job descriptions are not all inclusive and management, at its discretion, may assign employees to perform other related duties not specifically stated.

**51.02 Station Housing:**

- A. The District shall pay for basic cable tv service at each station as mutually agreed.
- B. The District shall maintain a central large screen tv (minimum 55”) at each station in the day room or living room.
- C. The District shall maintain one outdoor grill and propane source at each station.

**51.03 Station Budget:** The District agrees to consider budgetary requests for replacement or purchase of fitness equipment, grills, kitchen ware, furniture, and business-related equipment by Station personnel.

**51.04 Maintenance of Qualifications:** The District will provide training and training opportunities for employees for maintaining professional certifications. However, employees are personally and individually responsible for maintaining qualifications necessary to carry out the essential duties of their position. It shall be the responsibility of the District to reimburse employees for all professional certifications earned or held by the employee through the use of the employee’s educational funds. If the employee has no funds available, they will be responsible to cover the cost.

**51.05 Subcontracting:** The District agrees that there will be no subcontracting or replacement of union positions by non-union personnel that are covered under this agreement with the exception of Fleet and Support services.

**51.06 Turnout Gear Cleaning:** Employees required, or in need of cleaning their bunker gear shall disassemble their gear for cleaning. Employees are required to label all their gear for proper identification. The employee is responsible to deliver their gear to Station 73 for cleaning at the end of their shift and will be credited with one-half (1/2) hour of work. Employees are responsible for picking up their gear prior to the start of their next shift.

## **ARTICLE 52 – EMPLOYEE INFORMATION**

**52.01 Employee Information:** Employees will maintain with the District up to date contact information to include: phone number, physical residing address, and emergency contacts. The employee is also responsible for keeping any material and dependent changes current with the District. Any changes shall be recorded within thirty (30) calendar days with Human Resources.

## ARTICLE 53 – VETERANS AFFAIRS

- 53.01 Military Affairs and Related Matters:** Employees shall be afforded all State and Federal protections such as those provided in (a) Service members’ Civil Relief Act (SCRA), title 50, Appendix U.S.C. ss. 501 et seq., (b) the Uniform Services Employment and Re-Employment Rights Act (USERRA), Title 38 United States Code, Chapter 43, and (c) Florida Statute 295, Laws Relating to Veterans.
- 53.02 Florida National Guard Emergency Event:** An employee who is a member of the Florida National Guard shall be entitled to a leave of absence without loss of pay, time, benefits or any efficiency rating on the days the employee is engaged in active State duty for a named event, declared disaster, or operation under State Law.
- 53.03 Military Reserve and National Guard Training:** An employee who is a member in the Florida National Guard or a reserve member of the United States Army, Navy, Air Force, Marines, or Space Force shall be entitled to a leave of absence without loss of pay, time, benefits or any efficiency rating to meet any and all obligations that are accompanied by orders or a clear requirement of the employee to fulfill service requirements. A leave of absence with pay may not exceed 60 cumulative days per calendar year. All other leave of absences will be approved without pay or charged against the employee’s accumulated leave credits.

## ARTICLE 54 – STATION PREFERENCE

**54.01 Station Assignment:** The District agrees that all employees with one (1) year completed time-in-service will be afforded the opportunity to bid a station preference location based on time-in-rank seniority, with the exception of firefighters in which time-in-service shall serve as the determining factor for those eligible. In instances where time-in-rank cannot decide the issue between employees, time-in-service seniority will decide the issue.

**54.02 Preference Selection:** Station Preference bidding will take place every year, beginning in the month of August with the employee stating their preference, and implemented the first shift in the month of October.

A. Battalion Chiefs will bid first, and do not affect any subordinate positional bid

B. Station Captains will bid second, one Station Captain per station house identified regardless of shift. The District will determine station assignments.

C. Lieutenants shall bid third

D. Driver-Engineers will bid following Lieutenants

E. Firefighters will bid last, the only consideration being to ALS Program requirements.

This is a preference, and the District reserves the right of movement of all personnel meet Operational needs and necessities as determined through service response criteria and allocation of resources.

**54.03 Transfer:** Any employee receiving a temporary or permanent transfer or reassignment shall be in accordance with Article 44 Shift-to-Shift Transfers. Employees transferred shall not have preference in assignment, until the next preference selection cycle.

**54.04 Reassignment:** Employees promoted, reassigned to another shift, demotion, or other disciplinary issues, or other agreed conditions where the District has a need to re-assign an employee will not unduly disrupt another employee's preference in bidding.

- 54.05 Involuntary Movement:** The District shall not move an employee involuntarily from a station assignment without cause.
- 54.06 Initial Station Assignment:** Initial Station location or assignment will be determined by the Fire Chief or the designee upon completion of the employee's probationary period.
- 54.07 Opening in Station Preference Assignment:** When an opening in Station Preference comes available on a particular shift, the opening will be directed to current eligible employees on that shift for fulfillment, prior to any outside movement. Once the movement and fulfillment of preference assignments are complete, any opening within the affected rank may be open to shift transfer.
- 54.08 Final Selection:** The rights under this Article are to provide employees the opportunity in determining employment location. The District reserves the right to ensure an even distribution of personnel by rank and qualifications. Final approval of Station staffing shall be by the Fire Chief or their designee.

## ARTICLE 55 – RETIREMENT PLANS

**55.01 FRS Retirement Contribution:** The District agrees that an employee contribution to the Florida Retirement System (FRS) will be in accordance with applicable law.

**55.02 Greater Naples Fire Rescue District Firefighter’s 175 Pension Plan:** The District agrees to maintain, without interruption, pension benefits for currently applicable employees and retirees under the pension plan in accordance with all applicable Florida Statutes. No changes or modifications to the pension plan will occur without proper negotiations and agreement between the three parties: Fire District, Pension Board, and 175 Pension Plan Members.

Parties agree that the District shall be entitled to utilize \$679,098.83 of the premium tax dollars on an annual basis with any additional funds to be used to fund the Share Plan. The distribution shall be made as defined in the Annual Crediting paragraph of the Supplemental Retirement Benefit, Section 11 of the 175 Plan.

**55.03 401A Retirement Plan:** Employees participating in the District’s 401A Retirement Plan will continue to do so at a contribution rate agreed upon by the Board of Commissioners.

**55.04 Miscellaneous Provisions:**

**A.** All parties agree that newly hired employees will be under the Florida Retirement System (FRS).

**B.** All parties agree that the “Greater Naples Fire Rescue District Firefighter’s 175 Pension Plan” and “401A Retirement Plan” is hereby closed.

## ARTICLE 56 – SPECIAL EVENTS

**56.01 Special Events:** The District agrees that whenever any charitable organization, civic organization or any other public or private organization seeks assistance in events from district personnel covered under the collective bargaining agreement to notify the union and on-duty personnel of the event date(s) and time(s) within a reasonable period of time.

Employee(s) on duty assigned to a special event by the District may be subject to operational calls and the time assigned shall not exceed four (4) hours in duration. The District will make reasonable accommodations to rotate crews if an event is longer than four (4) hours.

**56.02 Union District Events:** The District agrees to allow on duty personnel to participate in Union community activities (e.g. MDA, Relay-for-Life, etc.) provided personnel are available for calls.

## ARTICLE 57 – PROBATION

**57.01 New Hire Employee Probation:** All employees will serve a probationary period of twelve (12) cumulative whole months from their date of hire. The District reserves the right to extend an employee’s probationary period for an additional three (3) months to six (6) whole months for causes related to documented inefficiencies in skill competencies related to their position of employment, or causes related to disciplinary actions under District Policy, or extended period of absence.

**57.02 Promotional Probation:** All employees newly promoted to a position higher than their previous rank shall be placed on a six (6) month cumulative probationary period from the effective date of promotion.

A. If, the District determines cause through documented inefficiencies in skill competencies related to the position in which the employee was promoted, the District may return the employee to their previous position. The employee must be given a reasonable opportunity to correct deficiencies though clearly defined objectives for the position by the District prior to any involuntary demotion.

B. If, during the probationary period the employee wishes to “step-down” and return to their previous position, they shall be allowed to do so.

**57.03 Lateral Transfer Probation:** All employees transferred to a position shall be placed on a six (6) month cumulative probationary period from the effective date of transfer. If, during the probationary period the employee wishes to “step-down” and return to their previous position, they shall be allowed to do so if the position is still open.

## ARTICLE 58 – FORCE REDUCTION

**58.01 Force Reduction of Shift Bargaining Unit Positions:** In the event of a Force Reduction of shift bargaining unit positions, the following provisions shall apply:

- A. All existing part-time employees shall be eliminated first,
- B. Second, full-time employees with the least amount of time-in-service, regardless of rank, will be eliminated in secession. Veterans' Preference in accordance with this article will be applied to the time-in-service consideration under this agreement.

**58.02 Force Reduction of non-Shift Bargaining Unit Positions:** In the event of a Force Reduction of non-shift bargaining unit positions, the following provisions shall apply. This is after the reduction of all part-time employees assigned to any branch/division of the District.

- A. Employees assigned to Fire & Life Safety will be reduced by time-in-service seniority, regardless of rank, will be eliminated in secession. Veterans' Preference in accordance with this article will be applied to time-in-service considerations under this agreement.
- B. Employees assigned to Training will be reduced by time-in-service seniority, regardless of rank, will be eliminated in secession. Veterans' Preference in accordance with this article will be applied to time-in-service considerations under this agreement.
- C. Employees assigned to Logistics will be reduced by time-in-service seniority, regardless of rank, will be eliminated in secession. Veterans' Preference in accordance with this article will be applied to time-in-service considerations under this agreement.

**58.03 Veterans' Preference:** For purposes of lay-offs and recall, seniority shall be augmented by one (1) month of credited service for each year of qualified military service in section

295.07, Florida Statutes, as amended. It shall be the employee's responsibility to request Veterans' Preference in writing, in accordance with State Statute.

**58.04 Employee Notification:** The Union and employees scheduled to be laid off shall be notified in writing as soon as possible, but not less than ninety (90) calendar days prior to the effective date of his/her lay-off.

**58.05 Recall will be in Reverse Order of Reductions:** No new full-time or part-time bargaining unit employee will be hired until all laid off full-time members are offered recall to a full-time position. A recall list in order of lay-off seniority will be maintained by the District. In the event an entry level full-time bargaining unit position becomes available, the District will recall employees in reverse order.

A. Employees to be offered recall shall be informed of the reemployment offer in the form of a written notice, and shall be mailed via registered or certified mail to the last known address of the employee. The notice is considered received by the employee when receipt is confirmed by the District.

B. Failure of the employee to notify the District within fourteen (14) calendar days of the date of receipt will nullify the employee rights to the positions.

C. Within the fourteen (14) calendar days after the employee receives notice of the reemployment offer, he/she must advise the District in writing via email, or registered or certified mail that he/she accepts the reemployment offer and will be able to commence work on the date specified or mutually agreeable date.

D. It is the employee's responsibility to maintain a current address and all minimum qualifications for the District position they are recalled for.

E. Any and all reemployment rights granted to the employee shall terminate upon the employee's failure to accept any offered position or failure to respond to any recall notice.

**58.06 Re-Employment:** The employee must pass a pre-employment physical, drug testing requirements of the District and a re-employment background check as determined by the Fire Chief or their designee.

**58.07 Seniority:** An employee's accumulated seniority as of the date of lay-off shall be retained while on the recall list, but shall not be accumulated during such period.

**58.08 Sell Back of Leave Credits:** All employees experiencing a lay-off shall be entitled to: (1) sell back of all their accumulated and unused compensatory time, and (2) sell back of all accumulated and unused leave credits (e.g. Vacation, Sick, Personal, Holiday, etc.).

**ARTICLE 59 – 457 RETIREMENT CONTRIBUTION**

**59.01 Matching Contribution:** The District agrees to contribute fifty (\$50.00) dollars per pay period to an employee’s 457 Deferred Compensation account, provided the employee opens an account, and personally contributes at least fifty (\$50.00) dollars per pay period from his/her own earnings to the account. The District’s contribution will begin upon the completion of the employee’s hiring probation and evidence of the employee’s personal contribution.

## ARTICLE 60 – TAKE HOME VEHICLE

**60.01 Take Home Vehicle:** The District agrees to allow employees provided a department vehicle for work to take that vehicle home as transportation to and from their reporting work site.

**A. Mechanics/EVT:** Employees will be assigned a District owned take-home vehicle as long as employee resides within Collier or Lee counties. If an employee resides outside of Collier or Lee counties they have the ability to park at a District owned building of their choosing.

**B. Professional Development:** Employees will be assigned a District owned take-home vehicle as long as employee resided within Collier or Lee counties. If an employee resides outside Collier or Lee counties they have the ability to park at a District owned building of their choosing.

**C. Fire and Life Safety:** Employees are allowed to use a take-home vehicle as provided by CBA Article 62 – On-Call.

**60.02 Responsibilities:** It is the responsibility of the individual employee to abide by the benefit of having a take-home vehicle. The vehicle is not to be used except going to and from work and when the employee is performing his/her official duties. De minimis travel during the normal course of business or travel to and from work (if applicable) shall be permitted. District vehicles shall not be used for private or non-work-related use. Unless authorized by the Fire Chief or designee, only District employees are allowed to ride in a District owned vehicle. Abuse of this benefit will result in the loss of the privilege of taking a department vehicle home, and possible discipline, up to and including termination.

## ARTICLE 61 – FLEET TECHNICIANS

**61.01 Mechanic and Lead Mechanic:** The District agrees to the following positional levels of Mechanic or Emergency Vehicle Technician (EVT).

1. Entry Level Fleet Mechanic
2. Experienced District Level Lead Mechanic

**61.02 Employment Requirements and Qualifications:** All Mechanic positions shall have: (1) a valid High School diploma or equivalent, (2) Qualifications consistent with Automotive Service Excellence (ASE), and/or qualifications under Emergency Vehicle Technician Certifications (EVT), or both; And, with emphasis, the employee's employment application history that demonstrates continuing training, education and experience pertaining to the position applied for Entry Level Fleet Mechanic.

**61.03 Promotion from Fleet Mechanic to Lead Mechanic:** Promotion from Fleet Mechanic to Lead Mechanic is contingent upon meeting a series of demonstrated continuing education in ASE and EVT certifications related to emergency services, and a minimum of five (5) continuous timer in service with the District in a bargaining unit position, as defined by the Seniority Article of the Agreement. A five (5) year evaluation by the District, with a written recommendation by fellow Lead Mechanic shall accompany any consideration of promotion from Fleet Mechanic to Lead Mechanic for the Fire Chief or their designee to consider. The evaluation shall be developed by the District.

**61.04 Automotive Service Excellence (ASE) Incentive Certification:** All mechanics, regardless of title or rank, are entitled to earn additional incentive pay beyond their base salary for each qualification listed. For each qualification listed that the employee holds they shall receive two (\$2.00) dollars per pay period to a maximum of \$2,000.00 annually.

- **A1** Engine Repair
- **A2** Automatic Transmission/Transaxle

- **A3** Manual Drive Train and Axles
- **A4** Suspension and Steering
- **A5** Brakes
- **A6** Electrical/Electronic Systems
- **A7** Heating and Air Conditioning
- **A8** Engine Performance
- **A9** Light Vehicle Diesel Engines
- **B2** Painting and Refinishing
- **B3** Non-Structural Analysis and Damage Repair
- **B4** Structural Analysis and Damage Repair
- **B5** Mechanical and Electrical Components
- **B6** Damage Analysis and Estimating
- **C1** Automotive Service Consultant
- **E1** Truck Equipment Installation and Repair
- **E2** Electrical/Electronic Systems Installation and Repair
- **E3** Auxiliary Power Systems Installation and Repair
- **F1** Alternative Fuels
- **H1** Compressed Natural Gas (CNG) Engines
- **H2** Diesel Engines
- **H3** Drive Train
- **H4** Brakes
- **H5** Suspension and Steering
- **H6** Electrical/Electronic Systems
- **H7** Heating Ventilation and Air Conditioning (HVAC)
- **H8** Preventive Maintenance and Inspection (PMI)
- **L1** Advanced Engine Performance Specialist
- **L2** Electronic Diesel Engine Diagnosis Specialist
- **L3** Light Duty Hybrid/Electric Vehicle Specialist
- **P1** Medium-Heavy Truck Parts Specialist
- **P2** Automotive Pars Specialist

- **P4** General Motors Parts Consultant
- **T1** Gasoline Engines
- **T2** Diesel Engines
- **T3** Drive Train
- **T4** Brakes
- **T5** Suspension and Steering
- **T6** Electrical/Electronic Systems
- **T7** Heating, Ventilation and Air Conditioning (HVAC)
- **T8** Preventive Maintenance Inspection
- **MIL2** Diesel Engines
- **MIL3** Drive Train
- **MIL4** Chassis
- **MIL5** Suspension, Steering and Hydraulics
- **MIL6** Electrical/Electronic Systems
- **MIL7** Heating, Ventilation and Air Conditioning (HVAC)
- **MIL8** Preventive Maintenance Checks and Services (PMCS)

**61.05 Emergency Vehicle Technician Certification (EVT):** All mechanics, regardless of title, are entitled to earn additional incentive pay beyond their base salary for each qualification listed. For each individual qualification listed that the employee holds they shall receive three (\$3.00) dollars per pay period to a maximum of \$1,500.00 annually.

- **F1** Maintenance, Inspection and Testing of Fire Apparatus
- **F2** Design and Performance Standards of Fire Apparatus
- **F3** Fire Pumps and Accessories
- **F4** Fire Apparatus Electrical Systems
- **F4A** Advanced Electrical Systems
- **F5** Aerial Fire Apparatus
- **F6** Allison Automatic Transmissions
- **F7** Fire Apparatus Foam Systems
- **F8** Fire Apparatus Hydraulics Systems

- **E-0** Maintenance, Inspection and Testing of Ambulances
- **E-1** Design and Performance Standards of Ambulances
- **E-2** Ambulance Electrical Systems
- **E-3** Ambulance Heating, Air-conditioning and Ventilations Systems
- **E-4** Ambulance cab, Chassis and Powertrain
- **A-1** Design and Performance Standards and Preventative Maintenance of ARFF Vehicles
- **A-2** Chassis and Vehicle Components of ARFF Vehicles
- **A-3** Extinguishment Systems of ARFF Vehicles
- **L-1** Law Enforcement Vehicle Installation
- **DO1** Driver Operator Inspection
- **M-1** Level 1 Exam
- **M-2** Level 2 Exam
- **GL** Ground Ladder Testing

**61.06 ASE Master Certifications:** All mechanics, regardless of title or rank, are entitled to earn additional incentive pay beyond their base salary for each qualification listed. Employee restrictions are stated below each listed certification.

- Master ASE Automotive Certification \$1,625 annually (\$62.50 per pay period)  
(Employees shall no longer be eligible for any “A” designation under Article 61.04)
- Master ASE Medium/Heavy Truck \$1,625 annually (\$62.50 per pay period)  
(Employees shall no longer be eligible for any “T” designation under Article 61.04)

**61.07 EVT Certification:** All mechanics, regardless of title or rank, are entitled to earn additional incentive pay beyond their base salary for each qualification listed. Employee restrictions are stated below each listed certification.

**1. EVT Level I:** \$780 annually (\$30.00 per pay period). Employee restrictions are stated below each listed certification.

- T 4 Brakes (61.04)

- T5 Suspension and Steering (61.04)
- F1 Maintenance, Inspection and Testing of Fire Apparatus (61.05)
- F2 Design and Performance Standards of Fire Apparatus (61.05)

**2. EVT Level II:** \$1,300 annually (\$50.00 per pay period). Employee restrictions are stated below each listed certification.

- T2 Diesel Engines (61.04)
- T3 Drive Train (61.04)
- T4 Brakes (61.04)
- T5 Suspension and Steering (61.04)
- T6 Electrical/Electronic System (61.04)
- F1 Maintenance, Inspection and Testing of Fire Apparatus (61.05)
- F2 Design and Performance Standards of Fire Apparatus (61.05)
- F3 Fire Pumps and Accessories (61.05)
- F4 Fire Apparatus Electrical Systems (61.05)

**3. Master EVT Certifications:** \$2,600 annually (\$100.00 per pay period). Employees restrictions are stated below each listed certification.

- **F1** Maintenance, Inspection, and testing of Fire Apparatus (61.05)
- **F2** Design and Performance Standards of Fire Apparatus (61.05)
- **F3** Fire Pumps and Accessories (61.05)
- **F4** Fire Apparatus Electrical Systems (61.05)
- **F5** Aerial Fire Apparatus (61.05)
- **F6** Allison Automatic Transmissions (61.05)
- **T2** Diesel Engines (61.04)
- **T3** Drive Train (61.04)
- **T4** Brakes (61.04)
- **T5** Suspensions and Steering (61.04)
- **T6** Electrical/Electronic Systems (61.04)

**61.08 Tool Allowance:** Each mechanic will be allocated \$1,000.00 annually (District fiscal year) for tool allowance reimbursement. The mechanic will provide the cost of the tool on a District approved form and copy of receipt of purchase to the District.

**61.09 Tool Usage:** Any mechanic using their own personal tool on District equipment that becomes broken, or inoperable due to work on District equipment, will be able to submit for cost of the tool replacement provided a damage/loss form is filled out by the employee. The full or partial cost of the tool will be at the sole discretion of the Fire Chief or their designee.

**61.10 Separation from Service Tool Allowance:** An employee separating from service other than voluntary resignation, or retirement shall pay back to the District an amount equal to \$2,000 to be deducted from any pay or accrued leave benefits.

## ARTICLE 62 – ON CALL

**62.01 On Call Fire Investigators and Mechanics:** Certified Fire Investigators and mechanics will be required to be in an On-Call status through a rotational system administered by the Fire Chief or their designee. Only the Fire Chief can exempt an employee from participation in an On-Call status.

On-Call rotations of employees shall be based on a weekly basis, Chief Officers may modify the On-Call schedule as necessary to meet District and employee obligations.

**62.02 Vehicle, Communications and Equipment:** The District shall provide every On-Call employee with a reliable vehicle, necessary communications and the proper equipment in order to fulfill the assignment. While on-call, the employee will be allowed to take a District vehicle home in accordance with District policy.

Employees that choose to use their own vehicle to pick-up the On-Call vehicle will receive reimbursable mileage (District Request for Travel Form).

**62.03 Weeks/Days/Hours of On-Call:** The Fire Chief or their designee will assign the Weeks/Days/Hours of an employee being on-call. On-call hours begin at the end of the employee's normal work day and continue until the employees next work day, or end of the On-Call assignment. Employees will not receive On-Call compensation for their normal working hours. Employees will normally be assigned On-Call on a weekly basis, Monday through Sunday. Employees, through mutual agreement, can exchange hours, days, weeks of the On-Call assignment with notification and approval of the Fire Chief or their designee.

**62.04 Compensation:** On-Call employees will receive the following compensation:

- Employees will be paid an additional \$3.50 per hour for all hours On-Call.

- Employees will be paid an additional \$5.00 per hour for all hours On-Call on a District recognized Holiday.
- Employees called back to work will be paid from the time they report to the scene to the time they are released from the assignment by the recognized authority. The release will be notified to Control by the Incident Commander.
- The minimum call back shall be 4-hours.
- Call back will only be paid if requested to respond by a Chief officer.
- Hours between being released and the employee's normal workday, or cessation of On-Call assignment, will be at the additional hourly rate of \$3.50 per hour, or \$5.00 per hour as applicable.

**62.05 Failure to Respond:** On-Call employees who fail to respond, or are non-responsive to the incident shall be subject to progressive discipline under this agreement.

## **ARTICLE 63 – RATIFICATION**

**63.01 Ratification:** This Collective Bargaining Agreement or any amendment/memorandum thereto shall become effective upon ratification vote by a majority of employees covered under its provisions (bargaining unit) and majority vote of the Board of Commissioners of the Greater Naples Fire Rescue District. The Union agrees that its ratification vote shall precede any ratification vote by the Board of Commissioners.

Greater Naples Fire Rescue District  
A Political Sub-Division of the State of Florida

By: N. B. P.  
Nick Biondo, Chair

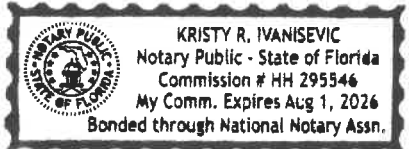
ATTEST:

[Signature]  
Fire Commission Secretary/Treasurer

State of Florida  
County of Collier

Before me personally appeared Nick Biondo who is personally known to me and known to me as duly representing the Greater Naples Fire Rescue District, and that Nick Biondo executed said instrument for the purposes therein expressed.

Witness my hand and Official Seal this  
12 day of June 2024.



[Signature]  
Notary Public - State of Florida

(Contains 153 pages including this page)

International Association of Firefighters  
Collier Professional Firefighters and Paramedics - Local 2396

By: [Signature]  
~~Justin Humphrey, President~~  
Matt Nixon

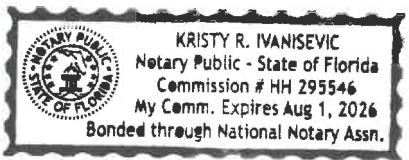
Witness:

[Signature]  
[Signature]

State of Florida  
County of Collier Matt Nixon

Before me personally appeared ~~Justin Humphrey~~ who is personally known to me and known to me as duly representing the International Association of Firefighters, Collier Professional Firefighters and Paramedics - Local 2396, and that ~~Justin Humphrey~~ executed said instrument for the purpose therein expressed. Matt Nixon

Witness my hand and official Seal this 12 day of June 2024.



[Signature]  
Notary Public - State of Florida

(Contains 153 pages including this page)