

COLLECTIVE BARGAINING AGREEMENT

2024 - 2027

BETWEEN

THE FORT MYERS BEACH FIRE CONTROL DISTRICT

AND

THE SOUTHWEST FLORIDA PROFESSIONAL
FIREFIGHTERS & PARAMEDICS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1826 – DISTRICT 3

OCTOBER 2024 THROUGH SEPTEMBER 2027

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ARTICLE ONE

PREAMBLE

- 1.1 In accordance with Chapter 447 of Florida Statutes, this Agreement is entered into between the Fort Myers Beach Fire Control District (hereinafter, District) and the Southwest Florida Professional Firefighters, Local 1826, District Three (3), International Association of Firefighters (hereinafter, Union).
- 1.2 This Agreement supersedes the District 3 collective bargaining agreement effective 10/1/21 through 9/30/24.
- 1.3 All articles and referenced exhibits throughout this document shall be known hereinafter as the “Agreement”.
- 1.4 Throughout this Agreement, any reference to the “Fire Chief” shall be interpreted to include “or his designee”.
- 1.5 The purpose of this Agreement is to promote cooperative relationships between the District and its employees, both individually as well as collectively through the Union; to foster safety in the work place; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement; and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, and terms and conditions of employment. This Section, 1.5 shall not serve as the basis of a grievance filed pursuant to Article 8 of this Agreement.
- 1.6 This Agreement is intended to promote the best interest of the public, employer, and employees.

ARTICLE TWO
RECOGNITION

- 2.1 The District hereby recognizes the Union as the exclusive bargaining agent for all employees of the District who are certified members of the bargaining unit pursuant to Certification 795 of the Public Employees Relations Commission. These positions are as follows: Firefighter, Fire Inspector, Fire Prevention Specialist, Driver Engineer, Lieutenant, and Captain.
- 2.2 The Union hereby recognizes the Fire Chief as the exclusive bargaining agent for the District for the purpose of collective bargaining.
- 2.3 In situations where an employee is required to provide information, or communicate directly with the District, the Union representative is not part of the chain-of-command.

ARTICLE THREE

MANAGEMENT RIGHTS

- 3.1 Management rights as provided by law are hereby preserved.
- 3.2 The District 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 policies of the Fort Myers Beach Fire Control District, and applicable federal, state and local regulations.
- 3.3 Employee rights as provided by local, state, and federal law are hereby preserved, including firefighters' rights as defined in Chapter 112, Part 8, Florida Statutes.
- 3.4 The District reserves and retains the rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.
- 3.5 The Union and the employees under this Agreement recognize and agree that the District has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the District specifically, but not by way of limitation, whether exercised or not or unilaterally, reserves the sole and exclusive right to:
- a. Determine the purpose and responsibilities of each position and organizational structure of the District;
 - b. Decide the scope of service to be performed and the method of service;
 - c. Set minimum performance standards, conduct standards and rules for how service will be offered to the public;
 - d. Change, modify or alter the composition and the size of the work force to include the number of positions allocated, the type and rank of positions allocated, the use of civilians to perform duties which do not require a certified firefighter, department credentialed paramedic, or department credentialed EMT, and the right to lay off employees because of a lack of work, funds, or other legitimate reasons;
 - e. Determine overtime work schedules, work locations, and schedule and assign employees in accordance with overtime procedures agreed upon in writing with the Union;
 - f. Determine the services to be provided to the public, how those services will be provided, the maintenance procedures, materials, facilities, and equipment used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;

- g. Hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment (including minimum qualifications) for all positions within the District;
- h. Fire, terminate, demote, suspend, or otherwise discipline for proper cause and in accordance with the District's Rules, Policies, Procedures and Regulations;
- i. Promote (including the right to refrain from promoting) and/or otherwise establish criteria and/or procedures for promotions in accordance with current District policy and determine the number and types of positions used by the District. Prior to implementing changes in the number and types of positions, the District agrees to provide the information to the District 3 Vice President (DVP) at least 14 calendar days in advance;
- j. Update or alter previous actions as the District may determine to be orderly or necessary;
- k. Transfer, reallocate, re-classify and assign employees in positions within the organizational structure of the District and from job to job, on a temporary basis not to exceed a twelve (12) month time period, after which the Union and the District may mutually agree to an extension;
- l. Recall employees in accordance with established District and Collective Bargaining recall procedures;
- m. Determine all training parameters for all positions within the District including persons to be trained, the extent and frequency of the training, and training standards and competency levels to be achieved;
- n. Create, expand, reduce, alter, combine, re-allocate or cease any job, position, rank and/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 the District believes to be in the best interest of the District;
- o. Determine the number, location, and operation of all fire stations, divisions, programs, personnel, resources, and units, for operation, both in, and outside of the District boundaries (Outside of District boundaries pertains to mutual aid, automatic aid, and special events).
- p. Control the use of equipment and property of the District and determine the number and classifications of employees assigned to any shift, duty, division, program, branch, station or piece of equipment
- q. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.
- r. Establish minimum staffing standards including but not limited to personnel in the position of, and/or the "Acting" position of: Firefighter EMT, Firefighter Paramedic, Life Safety Specialist, Driver Engineer, Lieutenant, and Captain.

- 3.6 If the District fails to exercise any one or more of the functions contained within this Article from time to time, this will not be deemed a waiver of the District's right to exercise any or all such functions.
- 3.7 If, in the sole discretion of the Fire Chief, it is determined that a civil emergency exists, including, but not limited to, riots, civil disorders, storm conditions (e.g., hurricane), health, biological or any similar catastrophe, the provisions of this Agreement may be suspended by the Fire Chief during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended.
- 3.8 The exercise of management's rights set forth in this article shall not preclude employees from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this agreement, nor shall any provision contained herein constitute a waiver of the Union's right to bargain as established in Chapter 447, Florida Statutes.

ARTICLE FOUR

UNION RIGHTS

- 4.1 Except as specifically abridged or modified by a provision of this agreement, the Employees and the Union shall have, whether exercised or not, all rights, powers, privileges and authority described in this Agreement, federal, state, local law and District mandates including rules, regulations, job descriptions, memorandums, orders, policies, standard operating procedures and protocols.
- 4.2 The District agrees to provide a 3' x 4' wall space for the Union's bulletin board to inform its membership as to Union business. Bulletin boards shall be located in the living area at each station and on the third (3rd) floor of Station 32. Union bulletin boards are prohibited in the administrative office building. Materials which are derogatory, or abusive in language or not related to Union business or which contain material inappropriate for posting in a public building, or which are factually inaccurate shall not be posted, and if they are improperly posted, the material will be removed by a chief officer or union representative.
- 4.3 The Union may display one IAFF decal on all Operations Branch department vehicles utilized by bargaining unit members represented by the IAFF. The location of the decal shall be pre-approved by the District. Outside of the above listed in this section (4.3), vehicles shall not display any decals or other items which are not District-approved.
- 4.4 The Union may display its charter directly alongside the bulletin board at any station of the Employer.
- 4.5 The Union will have an opportunity to use the District's electronic mail system for communication purposes within the policies established by the District.

ARTICLE FIVE

POLICIES AND PROCEDURES

- 5.1 The provisions of the District's departmental orders, personnel policies, and procedures, job descriptions, standard operating procedures, standard operating guidelines, and all other employer protocols (including medical protocols), as may be amended from time to time by the District, shall be applicable to all employees covered hereunder.
- 5.2 The District agrees that all employees covered hereunder shall have access to a complete set of any and all documents described in Section 5.1. The District shall make these documents available electronically on the District's computer network, which shall be accessible by all employees. The documents shall include, but are not limited to, the following:
1. FMBFCD Job Descriptions (only job descriptions for District 3 members)
 2. FMBFCD Department Orders
 3. FMBFCD Policies and Procedures
 4. FMBFCD Standard Operating Procedures
 5. FMBFCD Standard Operating Guidelines
 6. Medical Protocols as they apply to Paramedics and EMT's
- 5.3 Except, as otherwise expressly provided in this agreement, any item listed in section 5.1 shall remain in full force and effect unless changed, modified, or deleted by the District. Such changes, modifications, or deletions shall not be done in an arbitrary or capricious manner. Final authority to change, modify, delete, or implement any rule or regulation rests with the District.
- 5.4 At least 7 days prior to implementing changes to any of the items listed in section 5.1, the District agrees to provide draft documents to the District 3 Vice President (DVP). The Union and District agree that an expedited timeline for the Union to respond may be necessary for urgent matters.
- 5.5 The items referenced in this article are not subject to the grievance procedures in Article 8, unless the grievance alleges a violation of the terms of this Agreement, i.e., one cannot grieve only a violation of policy.

ARTICLE SIX

PAYROLL DEDUCTION

- 6.1 The District shall deduct, from the pay of all Union members who authorize the deduction, the monthly dues payable to the Union. The employee shall have the right to stop Union dues deduction from his or her paycheck upon thirty (30) days' written notice to the District and Union as set forth in Chapter 447 of the Florida Statutes.
- 6.2 Union dues shall be deducted the first pay period of each month.
- 6.3 Employees desiring the Union dues deduction shall complete the appropriate form as agreed upon by the District and the Union. The District will adjust the deduction upon ten (10) business days written notice from the Union.
- 6.4 The Union agrees to indemnify the District, and hold it harmless, from and against any liability, real or asserted of any kind or nature whatsoever, to any person or party, on account of the District's compliance or efforts to comply with this Article.

ARTICLE SEVEN

UNION BUSINESS

- 7.1 The Fire Chief will consider requests from the Union Representatives and District Vice Presidents for time off to engage in Union business or activity, on an individual basis, considering that the needs of the District come first.
- 7.2 The District agrees to allow the Union to hold one (1) scheduled meeting per month (maximum of twelve (12) per year) upon three (3) days advance written notice to the Fire Chief. Any meeting or event in addition to the one (1) meeting per month referenced above can only be held after three (3) days' advance notice to the Fire Chief and approval of the Fire Chief. The District agrees that a representative of Southwest Florida Professional Firefighters & Paramedics Local 1826, IAFF can attend Union meetings.
- 7.3 Representatives of the Union who are not employees of the District will be allowed to meet with employees on District property after normal business hours (0800-1600 M-F) to carry on business of the Union, if approved by the Fire Chief.
- 7.4 The District agrees, at the sole discretion of the Fire Chief, to allow all on-duty Union employees to attend Union meetings as described in Section 7.2, as long as District operations are not hindered by attendance. These meetings shall last no more than one hundred and twenty (120) minutes, shall be approved by the Fire Chief prior to being noticed to the employees, and shall occur at a District Fire Station or another agreed-upon facility after normal business hours (0800-1600 M-F) unless otherwise authorized by the Fire Chief. On-duty meetings and events, as well as meetings and/or events in District facilities, require that Fire Officers, Union officials, and members maintain professional standards, conduct, and decorum of the District at all times.
- 7.5 Four (4) members of the Union negotiating team shall be allowed to attend all negotiation meetings, which shall be mutually scheduled by the District and the Union.
- 7.6 Union negotiators will not be subject to ordinary emergencies during negotiating sessions, as long as minimum staffing requirements are met and as long as there is no cost to the District, unless specifically agreed upon otherwise.
- 7.7 All matters relating to a filed grievance are permitted to be addressed during normal work hours.
- 7.8 With at least 72 hours' notice, the District 3 DVP may be approved to use up to four (4) hours PPL to attend a bi-monthly 1826 meeting, or conduct Union Business/Activities referenced in 7.1 of this article. If this use of PPL will cause the District to incur overtime, or cause impacts to District services or minimum shift staffing, the request shall be denied. If the DVP returns from the meeting, or Union Business/Activities within the four-hour timeframe without incident, the PPL request shall be deleted.

7.9 A Union Time Bank is established to provide the District 3 DVP with paid leave to attend to union business that conflict with his/her normal duty hours. All requests for Leave using the Union Time Bank must be made at least five (5) days in advance to the Assistant Chief. Each District 3 Union member may voluntarily contribute three (3) hours of their PPL time bank to the Union Time Bank on October 1st of each year. If a member does not wish to contribute to the union bank, they will not be eligible to utilize any of the union banks time.

Use of time from the Union Time Bank shall be subject to the provisions outlined in 9.7 Scheduled PPL. The Union Time Bank may be used for a third member off on Scheduled PPL so long as the request does not cause overtime. The Scheduling of time off for Union business may only be approved once biannual bids are awarded.

The Union Time Bank will not contain more than two hundred-forty (240) hours. Should normal member contributions cause the accumulation of time to exceed 240 hours, then member contributions for that year will be reduced to an amount that will be as close to 240 hours as possible through rounding of contributions to the nearest quarter-hour.

Any District 3 Union Member elected as a delegate, or alternate, to an associated convention shall also be permitted to use hours from the Union Time Bank to attend those conventions. Such usage, in addition to being subject to the provisions described in this section, must also be approved by the District 3 DVP. District 3 DVP will e-mail the Assistant Chief of Operations notification of approval. Use of paid leave through the Union Time Bank shall not occur during any time other than the requesting member's normal duty hours.

The District 3 DVP may approve the transfer of hours from the Union Time Bank to any employee's PPL accrual by a majority vote at a union meeting, when said employee is in need of time for paid Family and Medical Leave or Bereavement Leave.

Leave as listed above will be granted from the union time bank as long as hours remain in the bank each calendar year. Once hours in the bank are exhausted to zero, no leave will be granted from the union time bank until contributions are made to the bank in October.

If the DVP returns from union activities within 4 hours, the time bank will not be charged.

ARTICLE EIGHT
GRIEVANCE AND ARBITRATION PROCEDURE

8.1 Section 1 - Definitions

For purposes of this Agreement, a "grievance" is a difference or dispute regarding the meaning, interpretation or application of the terms of this Agreement. A "class action grievance" is a grievance in which two or more members are grieving the same action or inaction.

8.2 Section 2 - Grievance Procedure

Both the District and Union recognize and agree that the best way to resolve issues or concerns is through face-to-face discussion. In recognition of this, employees are encouraged to work with their District Vice President (DVP), when appropriate, to receive clarification or further information on an item of concern, and to further identify information through the chain of command and meetings seeking information and resolution.

All grievances must :

1. Be in writing and include the following:
 - a. Article and section of the Agreement alleged to have been violated
 - b. A full statement of the grievance, facts, dates and times, and violations with remedies
 - c. Signature of aggrieved employee and date signed

Class-action Grievances:

1. Must include the following:
 - a. A completed "Class-action" grievance form including:
 - Article and section of the Agreement alleged to have been violated
 - A full statement of the grievance, facts, dates and times, and violations with remedies
 - D3 DVP or Local 1826 leadership signature endorsing class-action status
 - A list of names of each member in support of the grievance

Class-action grievances shall bypass the first two steps and begin the process at Step 3

For the provisions of this article, business days are defined as days in which the District's administrative offices are open to the public. The aggrieved employee must submit their written grievance during the normal business hours as defined by the District. Predefined and noticed holidays where the administrative offices are closed shall not be considered as a business day.

Grievances shall be processed as follows:

8.3 Step 1

An employee with a grievance will present the item in writing to their immediate supervisor within ten (10) business days of the occurrence giving raise to the grievance. Discussion will be aimed at settling differences in a simple and effective format, at the lowest level possible. The supervisor will reach a decision and communicate in writing to the grievant within ten(10) business days from

the date the grievance was presented to the supervisor.

8.4 Step 2

If the grievance is not settled in step one (1), the grieving employee shall present the grievance in writing to the employee's first level Chief Officer within ten (10) business days of the response in step one (1). The Chief Officer will investigate the alleged grievance and may conduct meetings as necessary. The Chief Officer shall attempt to adjust the matter and shall respond to the employee, in writing, no later than ten (10) business days following the submission of the grievance to the Chief Officer.

8.5 Step 3

If the grievance is not settled in step two (2), the grieving employee shall present the grievance in writing to the appropriate Assistant Chief within ten (10) business days of the response in step two (2). The Assistant Chief or designee will investigate the alleged grievance and may conduct meetings as necessary. The Assistant Chief shall respond to the employee, in writing, no later than ten (10) business days for individual grievances and fifteen (15) business days for class-action grievances following the submission of the grievance to the Assistant Chief.

8.6 Step 4

If the grievance is not satisfactorily resolved at Step 3, the aggrieved employee shall present the grievance in writing to the Fire Chief within ten (10) business days of the decision rendered at step three (3). The Fire Chief, or designee, will investigate the alleged grievance and may conduct meetings as necessary. The Fire Chief shall respond, in writing, no later than fifteen (15) business days following the submission of the grievance to the Fire Chief. A probationary employee shall only have the right to process a grievance through Step 4 and not to mediation or arbitration.

8.7 Mediation

If there is mutual agreement to do so, the parties may submit the grievance to non-binding mediation, to be conducted by the Federal Mediation and Conciliation Service (FMCS), prior to invoking arbitration. If the parties agree to mediate, the time limits for giving notice of intent to arbitrate shall be extended until such time as mediation is concluded.

8.8 Arbitration

If the grievance is not satisfactorily resolved in the above steps, the Union shall give notice of intent to arbitrate within ten (10) business days of the decision rendered at "Step 4", or within ten (10) business days of when the mediation process is completed if mediation is requested as defined in Section 8.7. The notice must be served upon the District and concurrently mailed to the FMCS requesting a panel of seven (7) qualified arbitrators. Either party shall have the opportunity to reject one (1) panel of arbitrators in its entirety.

An arbitrator shall be selected from the panel by the alternate striking of names with the Union making the first strike. The Arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as alleged in the grievance.

In the event either party claims a dispute is non-arbitrable, the Arbitrator shall rule on that issue prior to considering the merits of the grievance.

The decision of the Arbitrator shall be based upon the evidence and arguments presented. The Arbitrator shall render a decision based on his/her timeline after the conclusion of the final hearing. The Arbitrator's decision shall be in writing and shall set forth the Arbitrator's opinions and conclusions on the issues submitted. Findings of the Arbitrator made in accordance with the jurisdictional authority of this Article shall be final and binding on both parties.

This Agreement constitutes a contract between the parties that shall be interpreted and applied in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the Agreement's application will depend. The Arbitrator shall not have the authority to decide any issue not submitted by the parties.

The compensation and expenses associated with any arbitration hearing, including attorney fees, shall be borne by the losing party as determined by the Arbitrator. In the event of a compromise award (neither party prevails on all issues), the costs of the services of the Arbitrator shall be borne equally by the parties and each party shall bear its own expenses, including attorney's fees.

8.9 Section 3 - General Provisions

- a. The parties to this Agreement shall make a good faith effort to schedule and hold arbitration hearings in a reasonable and timely manner. If the Union and/or its counsel cannot be available for the arbitration hearing within ninety (90) days of the arbitration request, the grievance shall be deemed to be withdrawn with prejudice. If the District and/or its counsel cannot be available for the arbitration hearing within ninety (90) days of the arbitration request, the grievance shall be deemed granted. If the Arbitrator chosen by the parties is not available until after three hundred and sixty-five (365) days from the date of arbitration request, then the parties agree to choose another Arbitrator so long as that newly selected Arbitrator is available within this three hundred and sixty-five (365) day time period.
- b. Time limits in this Article may be lengthened or shortened pursuant to a written agreement between the parties.
- c. Step(s) of the grievance procedure may be waived in order to expedite arbitration pursuant to a written agreement between the parties.
- d. The Union shall not be obligated to represent employees who are not members of the Union in the processing of grievances. The Union shall be notified of, and given the opportunity to be present at any meeting where the grievance may be settled
- e. Only the Union shall have the power to process and advance a grievance to arbitration on behalf of the Union. Any member may advance a grievance to arbitration without the support of the Union and at no cost to the Union.

ARTICLE NINE

PERSONAL PAID LEAVE (PPL)

- 9.1 Personal Paid Leave (PPL) is paid time off for vacation, sick, personal, and other planned and unplanned absences. The PPL benefit is in addition to and separate from the benefits of: paid Military Leave, Paid Bereavement Leave, Paid Jury Duty Leave, and Paid time off for a Short Term Disability, Long Term Disability or other forms of leave. The employee is also protected for absences related to qualifying work-related injuries or illnesses through Workers' Compensation coverage.

- 9.2 PPL benefits shall be credited on the last day of each month, as per the applicable schedules below. Employees shall earn PPL benefits in accordance with the applicable chart below based on their total years of service with the District. Employees who separate from the District shall have the month in which they leave pro-rated for the actual hours worked in their last month. Employees who are entitled to an increase in hours shall be credited on the last day of their anniversary month. Maximum accruals are equal to the annual accrual for employees within that category. PPL will be accrued for only full-time employees.

 No PPL will be accrued for unpaid, non-FMLA leaves of absence. Employees who move from a shift assignment to a non-shift assignment on a temporary basis will continue to accrue PPL at their shift assignment rate. However, when the employee uses PPL during the period of the temporary assignment they shall be charged PPL hours at the shift rate as well. For example, an employee on a temporary 40-hour schedule will be charged 11.5 hours for an 8-hour day of PPL ($57.5/40 = 1.4375$ therefore $1.4375 * 8 \text{ hours} = 11.5 \text{ hours}$).

- 9.3 Pursuant to the Table below, employees shall receive any increase in PPL benefit hours upon full completion of their first year (12th month); 5th year (60th month); full completion of their 10th year (120th month); full completion of their 15th year (180th month); full completion of their 20th year (240th month); and full completion of their 25th year (300th month).

SHIFT EMPLOYEES

Years of Service	Annual Accrual	Monthly Accrual
1 st Year	198	16.5
2-5	288	24
6-10	360	30
11-15	444	37
16-20	480	40
21-25	528	44
26+	576	48

NON-SHIFT EMPLOYEES

Years of Service	Annual Accrual	Monthly Accrual
1 st Year	120	10
2-5	196	16.33
6-10	216	18
11-15	228	19
16-20	240	20
21-25	252	21
26+	264	22

The accrual rates above, for shift, and non-shift personnel, shall be effective October 1, 2024.

9.4 All PPL shall be selected and taken after due consideration has been given to seniority, department staffing requirements, and District policy and procedure; otherwise, PPL may be taken anytime throughout the year. PPL hours in excess of the maximum accrual rate not used by the end of the employee's anniversary month shall be forfeited, unless such restriction is waived by the Fire Chief due to emergency conditions.

9.5 An employee may request and be granted PPL usage provided the Battalion Chief or Fire Official approves it within District policy and procedure. If PPL usage is requested within seventy-two (72) hours prior to the employee's next shift and the request would create overtime for any reason, the request shall be denied.

Between February 1 and March 1 each year, employees may select PPL for one (1) or more shifts for the period April 1 through September 30 of that year. Between August 1 and September 1 each year, employees may select PPL for one (1) or more shifts for the period October 1 of that year through March 31 of the following year. PPL shall be granted on a seniority basis when selected per this section of Article 9. Employees who receive a shift change shall have any pre-approved PPL requests honored even if two (2) other District 3 personnel are already approved for PPL.

For this section of Article 9, a member assigned to a different shift due to promotion, who was pre-approved to use their Scheduled PPL, and is the third or greater employee on PPL, shall have their time recorded as Scheduled PPL and not as Unscheduled Paid Personal Leave.

9.6 SCHEDULED PPL - The District agrees to allow up to two (2) District 3 shift employees off-duty on any one twenty-four (24) hour shift (0800-0800) even if the vacancy requires overtime to backfill. Scheduled PPL for 24-hour shift personnel may be taken in partial shifts in the following increments:

- Twelve (12) hour increments (To start at 0800 or 2000 hours), or;

- An eight (8) hour increment to start at 0800, or;
- With the approval of the Operations Chief, one (1) four (4) hour increment per shift for department-related educational events (classes, local conferences or meetings).

The District agrees to allow up to one (1) Life Safety Specialist (LSS) to be on PPL on any given workday. Additional Life Safety Specialists may be approved for PPL at the discretion of the Fire Official or designee. Life Safety Specialists may take PPL in as little as four (4) hour increments with the approval of their supervisor for job-related educational classes. Life Safety Specialists may also take as little as one (1) hour increments at the beginning or end of their workday, with the approval of their supervisor.

- 9.7 Unscheduled PPL for 24-hour shift employees shall be defined as a PPL request, which is the third or greater PPL request for a given shift or a request submitted on the same calendar day of the shift being requested. UPPL may be used for the first twelve (12) hours of the shift or the entire twenty-four (24) hour shift only. UPPL is not meant to extend planned time off by circumventing the intent of Section 9.7 above.

Each member is allowed ninety-six (96) undocumented UPPL hours per calendar year. Subsequent UPPL hours shall require third-party documentation satisfactory to the District, to be submitted to Human Resources verifying the absence was unplanned and necessary. Third-party documentation must be submitted to Human Resources on the first regular duty weekday shift back from the UPPL absence (Holidays excluded). Failure to submit sufficient documentation, after 96 hours of undocumented UPPL, may qualify as unauthorized use of PPL per District policy.

- 9.8 When a supervisor receives information, or personally observes that a subordinate employee cannot perform the duties and responsibilities defined in their specific job description, that supervisor is required to remove the employee from regular duty immediately. The supervisor shall notify the Battalion Chief on Duty that the assigned response unit is operationally deficient. The supervisor shall investigate the employee's abilities (in question) against their assigned job description. Members found incapable of meeting the duties and responsibilities of their job description shall be sent home and charged UPPL or placed on Worker's Compensation.
- 9.9 Employees calling in UPPL shall inform the Battalion Chief or Fire Official by phone as soon as their unplanned absence is known, but no later than one (1) hour prior to the start of that shift. Failure to comply may result in disciplinary action.

- 9.10 Employees shall not schedule any type of PPL if doing so will cause a negative balance in their PPL bank. The District will not compensate employees for PPL hours in excess of their earned accrual.
- 9.11 Accrued and unused PPL shall be paid in accordance with the following parameters so long as the employee is not the subject of an active investigation and the employee's separation is not the result of a termination or a resignation in lieu of termination.
- Option 1 – FRS DROP Option: The employee may elect to utilize up to five-hundred (500) total hours of accrued PPL *in any combination* of the following:
 - a. When the employee DROPS, the employee may elect to receive a payout of up to five-hundred (500) hours of accrued PPL to be included in the employee's average final compensation per section 121.021 (24)(b) Florida Statutes.
 - b. At separation, the employee may elect to take up to two-hundred and forty (240) hours of accrued PPL leave at the end of their employment.
 - c. At separation, the employee may elect to receive a payout of up to five-hundred (500) hours of accrued PPL which will have no effect on the employee's average final compensation per section 121.021 (24)(b) Florida Statutes.

There will be a ninety (90) day PPL/UPPL usage lookback period to determine the final remaining unused PPL hours eligible for payout at separation under options B & C.

Or:

- Option 2 – Retirement Option: The employee may elect to utilize up to five-hundred (500) total hours of accrued PPL *in any combination* of the following:
 - a. The employee may take up to two hundred and forty (240) hours of accrued PPL leave at the end of their employment.
 - b. The employee may elect to receive a payout of up to five-hundred (500) hours of accrued PPL to be included in the employee's average final compensation per section 121.021 (24)(b) Florida Statutes.

There will be a ninety (90) day PPL/UPPL usage lookback period to determine the final remaining unused PPL hours eligible for Payout at separation.

To be eligible for any lump-sum payout at the time of DROP, the employee must submit before June 1st of the year prior to the budget year in which he/she expects to DROP, the FMBFD Lump-sum Payout form declaring their intent to receive a lump-sum payout. All lump-sum payouts shall be paid at the employee's current rate of pay at the time of the payout.

- 9.12 Employees who separate from the District, who are not eligible for any form of retirement, may be paid up to two (2) weeks of accrued and unused PPL at separation (a maximum of 112 hours for shift/line personnel) if the reason for leave is without cause.
- 9.13 Employees utilizing unscheduled PPL will fall under the provisions of Article 21.
- 9.14 All scheduled PPL time for shift employees shall be preapproved by a supervisor in accordance with this article and District policy and procedure. All scheduled PPL time for Non-Shift employees shall be preapproved by their supervisor.
- 9.15 Employees that call in UPPL shall not be able to return to duty that same shift unless the employee utilized twelve (12) hours of UPPL. Employees who must leave shift for a personal emergency event or family emergency may be able to return to duty with the approval of an Administrative Chief Officer.
- 9.16 Employees approved to schedule PPL during the selection process can only cancel PPL thirty (30) or more days prior to the following Holiday periods:
- November 20 through November 30
 - December 20 through January 2
- See Article 14 regarding use of unscheduled PPL before, during, or after a holiday.

ARTICLE TEN
JURY DUTY

- 10.1 Any employee receiving a summons for jury duty shall be given regular pay for time served during a scheduled duty shift. The employee shall be entitled to keep the amount of money received from serving on jury duty.
- 10.2 Any employee subpoenaed to appear for a deposition in court or at an attorney's office, while off- duty, for any job related reason, shall count as additional hours for such time including reasonable travel time, as agreed to by the Fire Chief.
- 10.3 At the discretion of the Fire Chief, a department vehicle may be made available to an employee attending a court appearance during a scheduled duty shift, if work related.
- 10.4 A copy of the written summons for jury duty or subpoena requiring application of this Article shall be provided to the Fire Chief prior to the jury duty/court appearance.
- 10.5 Any employee serving on jury duty or attending a court appearance during a scheduled duty shift shall return to work immediately after their jury duty or court appearance ends.

ARTICLE ELEVEN
BEREAVEMENT LEAVE

- 11.1 The District agrees to provide Shift Personnel one-hundred and twenty (120) hours (or five (5) shifts) and Non-shift Personnel eighty (80) hours off with pay per occurrence for bereavement in the event the employee suffers the loss of his/her spouse, child or spouse's child, or if the employee experiences a miscarriage, or a stillbirth of a child.
- 11.2 In the event an employee suffers the loss of a parent, or spouse's parent, Shift Personnel shall receive seventy-two (72) hours (or three (3) shifts) off with pay and Non-Shift Personnel shall receive forty (40) hours off with pay per occurrence.
- 11.3 In the event of death of other immediate family of an employee, Shift Personnel shall receive forty-eight (48) hours (or two (2) shifts) off with pay and Non-Shift Personnel shall receive forty (40) hours off with pay. Other immediate family shall be defined to include: brothers and sisters of the employee or spouse, grandparents of the employee or spouse, and grandchildren of the employee or spouse.
- 11.4 In the event of death of other members of the family of an employee not described in Section 11.1, 11.2, and 11.3, Shift Personnel shall receive twenty-four (24) hours (or one (1) shift) and Non-shift personnel shall receive twenty-four (24) hours off with pay at the discretion of the FireChief.
- 11.5 Subsequent to the employee exhausting all accrued PPL time, the Fire Chief may grant additional time off with pay for bereavement leave.
- 11.6 The employee receiving Article 11 benefits shall provide written proof of death of the deceased family member.

ARTICLE TWELVE
LEAVE OF ABSENCE

- 12.1 A leave of absence may be approved by the Fire Chief upon written request by the employee, for personal reasons, for a period not to exceed one (1) year. All leaves of absence must be approved or denied in advance, in writing, by the Fire Chief, at his sole discretion.
- 12.2 A leave of absence shall be without pay or benefits and shall be granted only after department staffing and personnel requirements have been evaluated by the Fire Chief.
- 12.3 A leave of absence shall not guarantee reinstatement upon expiration of the leave. The employee upon the expiration of a leave of absence may be considered for reinstatement if a vacancy exists, the employee complies with and meets all the current requirements for employment and only if deemed most qualified by the Fire Chief for a vacant position that is then-currently available.
- 12.4 If there are no vacant positions, the employee may request to be on a first rehire list (only valid for twelve (12) months) after the leave of absence has expired.
- 12.5 Employees approved for educational leave of absence may maintain participation in the District's health, dental and life insurance policies provided the employee pays all costs associated with providing this coverage on a monthly basis while on the approved leave of absence. The District shall not incur any costs in providing this benefit for the employee.

ARTICLE THIRTEEN
REDUCTION IN FORCE AND SENIORITY

- 13.1 In case of a reduction in force within one (1) or more Ranks/Positions, the reduction shall be determined by seniority and operational needs as determined by the Fire Chief.
- 13.2 Both the District and the Union share in the principle that every member is vital to the success of the team. Prior to any member being laid off, the District and the Union shall attempt discussions in determining methods needed to prevent such layoffs.
- 13.3 No new employee shall be hired until the laid-off employee has been given the opportunity to return to work at the current rate of pay authorized for that position.
- 13.4 In the event the recalled employee does not report back to work within ten (10) business days after receiving notification, the District will recall the next employee as determined by seniority and operational need determined by the Fire Chief. If two (2) or more individuals are deemed reasonably equal by the Fire Chief, then the individual filling the vacancy shall be determined by District seniority.
- 13.5 In the event the list of laid-off employees is exhausted based on operational need and seniority, and no recalled employees report back to work within ten (10) business days after receiving notification, the District may hire a new employee to fill the vacancy.
- 13.6 The notification in 13.4 and 13.5 shall be by certified mail (return receipt requested) to the employee's last known address appearing on his/her personnel record. It is the responsibility of the laid-off employee to maintain a current address with the District. If certified mail is returned, the District shall move to the next employee in seniority.
- 13.7 In the event there is a reduction of full-time personnel, then said vacancy shall only be filled with a full-time employee.
- 13.8 In the event there is a reduction in force, the terminated employee shall receive four (4)-weeks of severance pay, not to exceed two-hundred and forty (240) hours.
- 13.9 All reinstated employees must meet the District's current requirements for employment, including but not limited to, a medical physical, drug and alcohol test, background check, and Florida Firefighter Minimum Standards.
- 13.10 District Seniority. Each employee shall have District Seniority based on the employee's total length of service with the District dating back to the employee's first date of continuous employment with the District, minus any period of unpaid leave under the provisions of Article 12.
- 13.10(a) District Seniority will be used in all circumstances relating to seniority with the exception of the items listed below in section 13.13.

13.11 Rank (Position) Seniority. Each employee shall have Seniority in Rank based on the employee's total length of service in that Rank dating back to the employee's first date of continuous employment in that Rank, minus any period of unpaid leave.

13.11(a) Acting Up assignments shall be given out as fair and equitable as possible.

13.12 In the event a reduction in force is necessary, an employee designated for lay-off may be entitled to bump an employee in a lower rank in the department if he/she meets all the requirements of the lower rank. Seniority in rank shall be the determining factor in which member will be demoted to the lower rank starting with the least-senior member. If an employee is demoted due to reduction in force, the employee will be compensated at the lower rank for which they fully qualify.

13.13 Loss of Seniority. The Seniority rights of an employee shall terminate upon:

- Voluntary termination
- Retirement (excluding DROP participants)
- Termination for just cause
- Layoff exceeding twelve (12) months
- Failure to return from any authorized leave of absence (including FMLA and PPL) within three (3) working days of the scheduled return date.
- Failure to report for work within ten (10) calendar days from the receipt of a letter of recall from layoff or failure to notify the District of intent to return to work within five (5) calendar days of the date of receipt of a letter of recall from layoff.

13.14 Probation of Newly Hired Employees. New employees shall be on probation for a period of twelve (12) months, during which time the District will have the right to retain the employee, extend the probation of the employee or dismiss the employee at the District's sole discretion. Employees undergoing third-party introductory training (ex: Fire School) will be on probation during the training and will remain on probation for at least twelve (12) months from the completion of the training.

The District shall have the right to extend probation up to an additional twelve (12) months after the initial twelve (12) month period. The District must notify the employee, and the union, of the extension of probation prior to the conclusion of the initial twelve (12) month period.

ARTICLE FOURTEEN

HOLIDAYS

14.1 The following holidays shall be recognized

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Christmas Day
- District Employment Anniversary Date

14.2 Effective in December of each year, bargaining unit employees shall be eligible for Holiday Stipend pay for holidays actually worked in a twelve-month period. To calculate the Holiday Stipend:

14.2 (a) The District shall annually run a report from the staffing program for the previous twelve-month period from December 1 through November 30. Employees will receive a lump sum payment, separate from the bi-weekly paycheck, by December 7th each year.

14.2 (b) Employees shall be eligible for a Holiday Stipend in the amount of \$500.00 for each holiday worked. Employees who work 12 hours or less shall be compensated \$250.00 for the holiday. Each member shall be paid for their anniversary date regardless of the member being on duty.

14.2 (c) Employees who work a shift exchange on the holiday shall receive the Holiday Stipend for working the holiday. The employee who requests the Shift Exchange on the holiday shall surrender their right to the Holiday Stipend.

14.3 Non-shift employees shall have the District recognized holiday off at their straight hourly pay rate. If operational needs require non-shift employees to work a District recognized holiday, they will be compensated for the hours worked on the holiday at one and one-half (1.5) times their hourly pay rate.

14.3(a) Should any of the above holidays fall on a Saturday or Sunday, non-shift employees shall have Friday or Monday off with pay based on the day selected by the supervisor.

- 14.3(b) Non-shift members will be provided a paid day off on the date of the employee's anniversary with the District.
- 14.4 Holiday routine shall be defined as a relaxed work schedule for the duty shift. The District shall have no training scheduled within this routine, except for the overdue scheduled monthly training. The District agrees that "Holiday Routine" shall apply to those holidays outlined in Section 14.1, except for the *District Employment Anniversary Date*, unless that date coincides with another holiday referenced in 14.1.
- 14.4(a) Holiday routine may begin only after each supervisor verifies that all equipment repairs and maintenance and daily facility cleaning have been completed. The Union acknowledges there will be times when guaranteeing such a schedule may not be possible due to operational needs; job tasks deemed by a supervisor to be urgent or emergency in nature shall be completed as directed by the supervisor.
- 14.5 Any shift employee that works overtime on a day referenced in 14.1, except for their District Anniversary Date, shall be compensated at two (2) times their normal hourly rate.

ARTICLE FIFTEEN
STATION FACILITIES

- 15.1 Living facilities shall be provided for those operational shift employees working during their assigned shifts or tours of duty. Such facilities shall include: well-ventilated and adequate sleeping quarters, showers, bathrooms, dining areas, study areas, kitchen, and lounge, for which areas may serve as one (1) or more of the functions listed above and may or may not be the same at each facility. Facilities will include air conditioning.
- 15.2 In the event it becomes necessary for the District to modify or change any of the existing operational living facilities, it shall assure that the total living facilities of each station shall not be reduced below the equivalent of those existing, as of the effective date hereof.
- 15.3 Employees shall keep fire station(s), grounds and all quarters in a well-maintained appearance, to include but not limited to, clean, neat, secure, organized, and in good appearance and repair.
- 15.4 All shift employees will be furnished with full-size lockers.
- 15.5 A Union desk and file cabinet, at the expense of the Union, will be allowed at one (1) of the fire stations. All consideration will be given to placing this desk within the boundary of the living quarters as described above.
- 15.6 All lockers shall be subject to inspection, by the Fire Chief or Designee, in accordance with Federal, State, Local Law, and District Policy.
- 15.7 The District shall, without cost to the employees, provide adequate parking facilities within reasonable distance of its owned or operated buildings and facilities.
- 15.8 No private business, including the sale of any personal property, will be conducted by any employee from any District facility or while on duty. In particular, no vehicles or any other items shall have any "For Sale" signage or any other indication on them that they are for sale while they are located on District property.

HOUSEKEEPING DUTIES

- 15.9 The Union agrees that the routine maintenance, repair, and cleaning of the station(s), facilities, vehicles and other equipment, is the responsibility of the employees. These items include, but are not limited to, lawn mowing, shrub trimming, weed-eating, painting, patching, cleaning, replacing, moving, and relocating.
- 15.10 The District and Union agree that maintenance and repairs to facilities or fixed facility equipment that may require a permit, as identified by the Florida Building Code, Florida Fire Prevention Code, Town of Fort Myers Beach, or Lee County Codes shall not fall within the responsibility of the employees. However, tasks that fall within the scope of the member's job description and are expected to be performed on emergency incidents, are also expected to be completed in the course of maintaining the District's assets.
- 15.11 Those tasks normally requiring a permit or the services of a journeyman, carpenter, plumbers, electricians, as defined in 15.10., may be done by employees on a voluntary basis; however, the employer agrees not to require such tasks of the employees.
- 15.12 The District shall provide filtered drinking water at each station facility. The District shall provide bottled water and other liquids for on-scene emergency incidents.
- 15.13 The District shall provide a common washing machine, dryer, and laundry detergent at each station for cleaning District uniforms and station bedding.

ARTICLE SIXTEEN
INSURANCE

16.1 Health Benefits for Employees.

The District reserves the right to terminate existing coverage and enter into a contract with other companies or opportunities for comparable coverage provided there is no reduction in benefits. In the event the District elects to terminate coverage and enter into a contract with another company for comparable coverage, it will be without a lapse of insurance coverage.

The District will offer employees insurance benefits, including major medical, dental and vision coverage. The Union acknowledges that current coverage as provided by and as afforded by the Lee County Board of County Commissioners (BOCC), is subject to modifications, changes and amendments, from time to time, by the Lee County BOCC.

The District will pay 100% of the premium for the employee's health insurance coverage.

16.2 Dependent Coverage for Health Insurance. The Employee will pay 15% of the premium for any dependent health insurance coverage. Once an employee's dependent reaches the age of 26, they remain eligible for coverage until age 30. However, the entire cost for the dependent shall be paid by the employee.

16.3 Accidental Death Insurance. The District shall provide accidental on-duty death insurance on all full-time employees classified as fire suppression or rescue personnel. The coverage shall conform to Florida State Statutes and be provided by a third-party insurance agency identified in a separate agreement.

16.4 Life Insurance. The District shall provide \$75,000 in term life insurance for each employee.

16.5 Short Term Disability Insurance. The District shall provide Short Term Disability Insurance (STD) as described in a separate third-party agreement, at no cost to the employee. The STD insurance benefits are administrated by a third party. Employees on short term disability will be required to reimburse the District for the 15% dependent health insurance co-pay as described in 17.2, Flexible Spending Account (FSA), and any optional or supplemental insurance the employee may have at the time of disability. Employees on STD shall be paid a maximum of 75% of their hourly rate while on STD, with the District funding the difference between the STD benefit and 75%. If an employee returns to work on restricted duty, that employee shall be paid 100% of their hourly rate and STD benefits discontinued.

- 16.6 Members using District Funded Short Term Disability Insurance shall be required to maintain consistent communications with the District Human Resources department. Members are required to provide status updates at least every 30 days. The member shall also provide updates when there is a change in status. Members who fail to communicate their status in a timely manner may be subject to conversion from Short Term Disability to UPPL.
- 16.7 After the 60th day of receiving short-term disability benefits, the member's monthly accrual of PPL will be reduced by 50% for the remaining duration of the short-term disability period.
- 16.8 The District agrees that if an employee is released for limited or light duty and no limited duty or light duty assignments are available, the employee's normal PPL accrual shall resume.
- 16.9 Long Term Disability Insurance. The District agrees to maintain Long Term Disability Insurance (LTD) as described in a separate third-party agreement. The LTD insurance benefits are administrated by a third party and are available after Short Term Disability (STD) benefits have been exhausted.

ARTICLE SEVENTEEN

DISABILITY LEAVE AND COMPENSATION

- 17.1 **ON-THE-JOB INJURY/ILLNESS** An employee who sustains an on-the-job illness or injury that is compensable by the District's Workers Compensation carrier shall receive their regular wages (but not overtime wages) and all employment benefits paid by the District. This benefit will be in effect for up to the first twelve (12) months when the employee is unable to receive a release from the Workers Compensation physician to return to full duty (with no restrictions). Each employee agrees to assign to the District any and all compensation they receive during the period referenced above from the District's Workers Compensation insurance or any other District purchased insurance. If the employee remains disabled after the first twelve (12) months referenced above, the employee shall cease receiving their regular wages and benefits paid by the District.
- 17.2 **OFF-THE-JOB INJURY/ILLNESS** An employee who sustains an off-the-job illness or injury who is unable to receive a release from the District's physician to return to full duty (with no restrictions) will be afforded the opportunity to participate in the District's Short Term Disability insurance and the District's Long Term Disability insurance. The District's Short Term Disability insurance and Long-Term Disability insurance is provided by a third-party insurance carrier to the District and is subject to any modifications, changes and amendments made unilaterally by the District and/or the third-party insurance carrier, from time to time.
- 17.3 **TRANSITIONAL/ RESTRICTED DUTY WORK** Employees who sustain an on-the-job injury or illness shall return for transitional or restricted duty work, if available, as soon as the employee is released by the Workers Compensation physician with restrictions.
- For off-the-job injury or illness, the employee may return for transitional or light duty work if the employee is released by the District's physician and the employee opts to do so. Employees performing transitional or restricted work shall not receive holiday pay and shall have the holidays off as outlined in Article 14.
- 17.4 An employee who is working in a transitional or restricted duty work capacity, if available, will be compensated at their regular hourly rate of pay and will receive their District benefits. Employees who move from a shift assignment to a non-shift assignment on a temporary basis will continue to accrue PPL at their shift assignment rate. However, when the employee uses PPL during the period of the temporary assignment, they shall be charged PPL hours at the shift rate as well. For example, an employee on a temporary 40-hour schedule will be charged 11.5 hours for an 8-hour day of PPL ($57.5/40 = 1.4375$)

therefore 1.4375×8 hours = 11.5 hours). The granting of transitional or restricted duty work to an employee, if available, does not impact the District's ability to separate the employee from the District as provided in this Agreement, including this Article.

- 17.5 **FMLA APPLICABILITY** For Family and Medical Leave Act (FMLA) eligible employees, any FMLA entitlement shall run concurrently with any leave received pursuant to this Article in accordance with applicable law, rules and regulations, including the District's FMLA policy. Employees must have worked for the District for twelve (12) months and a minimum of 1,250 hours to be eligible for FMLA.
- 17.6 **SEPARATION** At any point when a permanent disability is identified for an employee, or if an employee is unable to receive a release from the District's physician and/or the Workers Compensation physician to return to full duty (with no restrictions) after twelve (12) months from the initial on-the-job injury/illness, or nine (9) months from the off-the-job injury/illness, then that employee shall be separated from the District, unless the Fire Chief, at his sole discretion, approves a leave of absence for the employee pursuant to Article (12) of this Agreement.
- 17.7 **RETURN TO DUTY** Members who suffer an injury or illness on the job, and are released by the Workers Compensation physician, are subject to the following, prior to reassignment:
- a. Medical assessment based upon NFPA 1582, and the Member's job description coordinated by the Department's Occupational Health Physician.
 - b. A physical agility assessment based on firefighting tasks outlined in NFPA 1582, the member's job description and any applicable policies & procedures.
- 17.8 Members acknowledge the requirement to remain fit-for-duty throughout their employment with the District. Members, who are unqualified to return to duty due to their inability to complete either assessment, acknowledge that the prohibition is not a disciplinary action but rather an adherence to a minimum standard designed to keep all members safe while on duty.

ARTICLE EIGHTEEN
PENSION AND RETIREMENT

- 18.1 All employees shall be covered under the Florida Retirement System and the Fort Myers Beach Retiree Insurance Trust Fund (Voluntary Employee's Beneficiary Association (VEBA) Trust).
- 18.2 The Parties agree that employees who retire on or after January 1, 2015, shall have an opportunity to participate in the District's healthcare plan, for the retiree and their family, at the retiree's sole and full cost and at no cost to the District.
- 18.3 Payments shall be made by retirees as described above not later than the 10th day of each month for health insurance premiums owed to the District by the retiree. The failure of a retiree to pay the District on or before the 15th day of each calendar month will constitute a breach of this provision by the retiree and the District's obligations to the retiree to participate in the District's healthcare plan as described above will cease. However, each retiree will have one (1) time per calendar year to remit a payment up to thirty 30 days late, as long as the full amount due is paid within said thirty 30-day grace period. Nothing herein shall in any way affect the District's obligation to offer a retiree the option to participate in the District's group health insurance program as provided by Florida Law at the retiree's expense.
- 18.4 The District agrees to allow retirees to purchase life insurance through the District's life insurance company through a portability option and the sole cost paid by the retiree.
- 18.5 The District agrees to contribute to the VEBA Trust on or before June 15th of 2025, 2026, And 2027, the amount equal to 1.5 % of audited wages paid for all District 3 employees for the previous fiscal year in which the contribution is made. Should other participant groups not contribute the same percentage, this article may be reopened by either party.

ARTICLE NINETEEN

HEALTH, SAFETY & RELATED PERFORMANCE STANDARDS

19.1 The District shall establish a Safety Committee in accordance with Florida Administrative Code 69A-62.042. The Union acknowledges they have specific responsibilities related to the effective operation of the Safety Committee. If the Union chooses not to participate, the District then retains the sole right to perform all duties required to stay compliant with said code without soliciting the participation of the Union. If the District believes the Union is not performing their duties, the District shall notify the Union, in writing, of its intent to proceed without the Union's involvement. It shall be the duty of the Union to submit a written request expressing their desire to reestablish their participation on the Safety Committee.

19.2 A controlled substance, alcohol, illegal drugs, prescription or non-prescription drugs, or the improper use of other chemical compounds can cause impairment. All employees are prohibited from reporting to work or performing work/duties while impaired.

All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform their supervisor in writing that they are taking such medication on the advice of a physician. It is the employee's responsibility to inform their supervisor of the possible side effects of the drug on performance. The supervisor is responsible for assuring the employee can perform the specific duties included in the employee's job description. The Supervisor shall prevent the employee from remaining on duty if the employee may have a diminished physical or mental capacity.

19.3 Impaired employees compound the inherent risks involved in performing the duties of each respective job description covered by this agreement. Therefore, in accordance with Florida Statute 112.0455 - Public Employee's Drug-free Workplace Act, the District shall conduct random drug and alcohol testing.

Pursuant to this section, if an employee tests positive on a random drug test, the District will allow the same employee to continue to be employed with the District based on a permanent Last Chance Agreement, which requires the following:

- The employee will automatically be suspended from employment without pay for seventy-two (72) hours.
- The employee will actively participate in the District's employee assistance program (EAP) at the employee's own cost.
- The employee will schedule their first EAP appointment within seventy-two (72) hours from the date of his/her drug test results.

- The employee agrees to provide documentation of enrollment in a substance abuse counseling or treatment program no later than one (1) week from the date of the positive drug or alcohol test results. All costs of any treatment counseling or treatment program will be the employee's responsibility.
- The employee agrees to unannounced periodic follow-up drug or alcohol testing for the remainder of his/her employment with the District.

If during the remainder of the employee's employment with the District, he/she violates the Last Chance Agreement or any subsequent agreement made between the employee and a substance abuse treatment program; if the employee is found to be in violation of the District's drug and alcohol policies; if the employee refuses to submit to a drug and /or alcohol test, the employee agrees that he/she will be subject to immediate termination without the ability to file a grievance, appeal, administrative action, civil or federal lawsuit as a result of the termination.

- 19.4 Members have an obligation to be fit for duty throughout their employment with the District. The District values and supports the health and well-being of each member. The District supports this goal by providing annual medical evaluations and the resources to remain physically fit. Ultimately, the employee is responsible for their own health and wellness education as well as their level of fitness.
- 19.5 The District will administer an annual assessment with the goal of determining each member's health status, while providing members information about their current state of health and fitness level. The assessment shall consist of one or more of the following factors:
- Medical assessment following the latest version of NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments.
 - An NFPA 1583, Standard on Health-Related Fitness Programs for Fire Department Members, fitness assessment to include aerobic capacity, body composition, muscular strength, muscular endurance and flexibility
 - Respirator Fit Testing following the guidelines in Florida Administrative Code 69A-62.042

The District shall pay the cost of these assessments. If an assessment identifies a need for follow-up care, the member must pursue those treatments on their own, utilizing their private health care coverage unless deemed to be qualified under Workers Compensation.

- 19.6 The District's Fit-for-Duty assessment shall determine each member's status, placing them in one of the four following categories:

Fit for Duty: The member is medically qualified to perform the tasks in their respective job description.

Temporary Fit for Duty: The member is medically qualified to perform the tasks in their respective job description. However, additional medical monitoring, treatment and follow-up are required to improve the member's ability to fully perform the essential tasks of their job description.

Limited Duty: The member does not qualify to perform the essential tasks of their job description. Further treatment and remediation are required. The member shall be on Paid Personal Leave while they work with their personal physician to rehabilitate. The member may submit a request to work light duty if the member's personal physician allows the nature of the work. The District retains the sole right to award light duty on a case-by-case basis.

Medical Leave: The member is incapable of performing any tasks within the organization. The member shall be on Paid Personal Leave while ongoing treatment and recovery occur.

- 19.7 The Fire Chief, or designee, may require any member, at any time, to submit for a Fit-for-Duty evaluation when it is reasonably believed that a member may not be able to fulfill some or all of the essential duties of the member's job description.
- 19.8 Members are required to be medically and psychologically capable of performing the essential functions in their job description. Members who are not medically or psychologically able to meet their job description shall not report to work, nor shall they remain at work. An employee who is sent home, or requiring an employee not to report to work, when not medically or psychologically well, is not a form of disciplinary action by the District. Unless it is determined that an event qualifies under Workers Compensation, the employee who does not report to work, or is sent home, shall use their paid personal leave (PPL).

FIREFIGHTER MINIMUM PERFORMANCE STANDARDS

- 19.9 Minimum performance standards for emergency responders covered by this agreement, are defined by the National fire Protection Association (NFPA) 1582 standard, which is the same standard utilized by the State of Florida Bureau of Fire Standards. Members who perform emergency services are expected to at least maintain these minimum performance standards throughout their employment with the District.

HEALTH & WELLNESS

- 19.10 All members are required to participate in fitness training activities of at least one (1) hour per shift. At least thirty (30) minutes shall be dedicated to training focused on cardiovascular stamina and respiratory endurance.

- 19.11 Group sports activities and contact sports are prohibited while on duty.
- 19.12 Members shall not perform physical fitness training which exhausts the member's energy level, leaving them unable to respond to actual emergencies.
- 19.13 An essential function of the Company Officer is to ensure the mission readiness of their assigned personnel. As such, Company Officers should monitor all activities of personnel throughout the shift to ensure consistent operational readiness of personnel under their command. To meet this objective, the Company Officer shall:
1. Discourage the use of substances that stimulate increased heart rate and blood pressure while on duty.
 2. Discourage excessive intake of caffeine while on duty.
 3. Monitor the mental well-being of themselves and their team.
- 19.14 The District shall provide and maintain access to fitness equipment.
- 19.15 Company officers and acting company officers are required to document fitness training for each member under their supervision in the District training management program.
- 19.16 The District agrees to allow one (1) member of the CISD Team and/or Peer Support Team to attend a debriefing incident outside the District while on duty. Should the team member's deployment result in overtime or affect the minimum staffing, the Battalion Chief shall seek approval from the Executive Assistant Chief of Operations or the Duty Chief, whichever is applicable at the time of the deployment.
- 19.17 The District agrees to allow employee(s) who are a part of the CISD Team and/or Peer Support Team to attend monthly team meetings while on duty as long as no overtime cost is incurred, and minimum staffing is not affected.

ARTICLE TWENTY
SHIFT EXCHANGES

20.1 Exchange of Duty.

Shift employees may exchange their shift with another employee, subject to the following:

- a. Shift exchanges must be requested at least seventy-two (72) hours in advance of the first shift in the exchange and must be approved by the Battalion Chief in accordance with any other requirements of this Agreement. Shift exchanges must not violate the Staffing Policy.

Exchanges for unplanned emergencies that arise within twelve (12) hours of the start of the shift may be considered by the Battalion Chief on a case-by-case basis and shall not cause any expense to the District.

- b. Any shift exchanges without approval of the Battalion Chief may result in discipline and/or use of unscheduled personal paid leave (UPPL) by the employee making the request.
- c. Employees are limited to being away from their regular assigned duty shift as a result of shift exchanges for four hundred thirty-two (432) hours per fiscal year (October 1 through September 30)
- d. No employee may be scheduled to be on duty for more than a forty-eight (48) hour period as a result of shift exchanges.
- e. If employment ends while an employee owes or is owed a shift, repayment rights are lost. In no event shall any shift exchange result in any expense to the District.
- f. An employee who agrees to a shift exchange, but who leaves work early because of an illness, or similar unforeseen event, shall have the time deducted from their PPL accrual and be subject to any components of UPPL.
- g. Members may be approved for out-of-class exchanges so long as the lower rank member is trained and certified to act out-of-class in the rank of the member they are exchanging shifts with.

A lower ranked member, who works a shift exchange, agrees to work in the rank of the higher member, if needed. A member working out-of-class while on an out-of-class shift exchange shall not receive an out-of-class differential as defined in Article 22.

A shift exchange, where a higher ranked member is the member to be on duty, they shall be assigned to the highest-ranking role for which they are qualified.

- h. Shift exchanges shall not have any cost to the district. If the district will incur any cost directly, from the exchange, the exchange shall be cancelled immediately.

- i. Any employee who agrees to a shift exchange but fails to report to work for the agreed shift shall have the time deducted from accrued PPL, be subject to any components of UPPL, and be subject to disciplinary action.
 - j. At the discretion of the Fire Chief, employees filling a principal officer role within the IAFF Local 1826, which includes the President, Vice-President, Secretary, or Field Representative, along with, the District Vice President (DVP) for District 3 that conduct an approved shift exchange for official union business related to the FMBFCD, shall not have such time counted towards the totals as detailed in Article 20.1(c). As such, individuals filling union roles as defined in this subsection are limited to a total of forty-eight (48) hours of shift exchange from their regular assigned duty shift for Union Business as defined by this subsection per fiscal year (October 1 through September 30).
 - k. New-Hire-Probationary employees may only be eligible for shift exchanges for extenuating circumstances at the discretion of the Fire Chief for the first six (6) months of employment, which may be extended for additional months not to exceed the probationary period.
 - l. Employees working a shift exchange will not be eligible for educational, training, or similar leave during the time of the shift exchange they are scheduled to work.
- 20.2 Hardship. With the approval of the Fire Chief, or his designee, an employee suffering a hardship may extend the number of shift exchanges and have the seventy-two (72) hour prior advanced notice waived.

ARTICLE TWENTY-ONE

WORK SCHEDULES, HOURS OF DUTY AND OVERTIME

- 21.1 Shift and Non-Shift Work. In compliance with the Fair Labor Standards Act (FLSA), the District uses a fourteen (14) day work period for firefighting personnel working 24-hour shifts. The District uses a seven (7) day work week for all other unit personnel.
- 21.2 Shift Employees' Hours of Duty and Non-Shift Employees' Work Schedules.
- a. A normal tour of duty for a shift employee consists of twenty-four (24) hours on duty, from 0800 to 0800, and forty-eight (48) hours off duty.
 - b. At no time will employees be allowed to work (on-duty) for more than forty- eight (48) hours within a seventy-two (72) hour period, with the exception of a declared state of emergency, or mutually agreed upon staffing policy.
 - c. The Department's standard workweek for non-shift employees is Monday through Friday between the hours of 0700-1700, for a total of at least eight (8) hours per day, or forty (40) hours per week. Work hours and schedules may be adjusted at the Fire Chief's sole discretion. The District agrees to provide a Thirty-Day (30) day written notice of permanent work hours or schedule changes.

Non-shift employees have two options available for taking meal periods during their defined workday:

1. Employees may elect to work with no defined meal period (0800-1600).
2. Employees may elect to take a defined, non-compensated meal period. Defined, non-compensated meal periods shall extend the workday by the length of time of the selected meal period (0800-1700 for a 60-minute meal period).

Employees shall submit their meal period election to their supervisor for approval. If the employee chooses to take the defined, non-compensated meal period, the supervisor will notify the employee of the starting time and duration. The employee may change their option with at least a thirty-day notice to their supervisor.

The process for selecting a defined, non-compensated meal period is:

1. The employee shall select either a thirty-minute or a sixty-minute meal period.
2. The employee shall submit, in writing, their selection to their supervisor for approval.
3. The supervisor will evaluate or deny the request.
4. The supervisor will determine the starting time of the meal period and notify the employee of

the approved start time and meal period duration. Specific details related to defined, non-compensated meal periods:

1. Employee will not be required to perform work, answer phone calls or respond to requests for service during their meal period.
2. During the meal period, employees who are using the District vehicle or wearing the District uniform shall adhere to all policies, rules and regulations of the District; conducting themselves in the same manner as when they are on duty.
3. Time spent traveling to or from a meal break location is included as part of the defined, non-compensated meal period.

- 21.3 Additional Hours. During the fourteen (14) day work period identified in Article 21.1, shift employees will be paid on an averaging method, one-hundred and twelve (112) hours per pay period, with hours worked in excess of one-hundred and six (106) compensated at an overtime rate of one-and-one half (1 ½) times regular rate, except as noted in Article 21.4 and Article 14.2. During the seven (7) day workweek identified in 21.1, non-shift employees will be paid overtime at the rate of one-and-one half (1 ½) for hours worked in excess of forty (40) in the workweek.
- 21.4 State of Emergency Hours and Compensation. The District reserves the right to recall employees during a declared state of emergency (federal, state or local declared emergency). Overtime assignments during a state of emergency shall supersede assignment or procedures as established in Article 21.6. Any employee required to work during a declared state of emergency shall be compensated at the overtime rate of one-and-one half (1½) times regular rate, for hours worked beyond the normal work schedule of that employee.
- 21.5 Use of unscheduled personal paid leave (UPPL) will reduce the hourly rate of pay from one-and-one half (1 ½) to the regular (non-overtime) hourly rate for each hour of UPPL used within the pay period.
- 21.6 Prior to commencing any secondary/outside employment, an employee shall notify the District in writing.
- 21.7 Employees accepting secondary/outside employment acknowledge that their employment with the District is primary and agree to immediately resign from their secondary/outside employment in the event that such employment is found to be in violation of F.S. 112.312 on Standards and Code of Ethics of Public Officers and Employees, or if the employment conflicts or interferes with the employee's performance of his/her duties for the District.

ARTICLE TWENTY-TWO
PAY PLANS

22.1 The fiscal sustainability of the District is in the best interest of the community. The District, its members, and the Union recognize the District must account for the total cost to fund this entire agreement. The District’s first goal in developing a long-term strategy for member compensation is to maintain each member’s standard of living.

Therefore, the District will automatically adjust the Base Hourly Wage for the first full pay period following October 1, 2025, and October 1, 2026, utilizing the average Consumer Price Index for Urban Wage Earners (CPI), South Urban Region for the previous twelve (12) months (ending May 31 of the current year).

In a year where the CPI is a negative percentage, the district will only reduce the pay rates if the ad valorem revenue also decreases. In the event the ad valorem revenue decreases from the prior year both parties agree to automatically open this article (Article 22 Pay Plan) for re- negotiation.

22.2 Wages paid during this Agreement will be in accordance with the following hourly rates:

RANK	24/25 BASE HOURLY	PERCENTAGE OVER RECRUIT RATE
Firefighter Recruit	\$20.01	
Firefighter	\$23.02	15%
Engineer	\$27.62	20%
Lieutenant	\$29.69	29%
Captain	\$32.28	40.25%
Life Safety Specialist	\$36.02	
RANK	25/26 BASE HOURLY	PERCENTAGE OVER RECRUIT RATE
Firefighter Recruit	\$xx.xx	
Firefighter	\$xx.xx	15%
Engineer	\$xx.xx	20%
Lieutenant	\$xx.xx	29%
Captain	\$xx.xx	40.25%
Life Safety Specialist	\$xx.xx	
The 25/26 rate Shall be 4.3% in addition to the 2025 CPI, once it is known.		
RANK	26/27 BASE HOURLY	PERCENTAGE OVER RECRUIT RATE
Firefighter Recruit	\$xx.xx	
Firefighter	\$xx.xx	15%
Engineer	\$xx.xx	20%
Lieutenant	\$xx.xx	29%
Captain	\$xx.xx	40.25%
Life Safety Specialist	\$xx.xx	
The 26/27 rate to be determined once 2026 CPI is known.		

22.2(a) Firefighter trainees, and all Firefighters hired after October 1, 2024, will be compensated at the Recruit rate until such time as they successfully complete probation.

22.3 Credentialed paramedics shall be compensated based on the following chart.

Rank	Paramedic Rate
Firefighter	\$6.30
Engineer	\$3.70
Lieutenant	\$3.70
Captain	\$3.70

22.4 The District recognizes the enhanced value of educational degrees and certifications. The following table identifies the additional compensation to be added to the Base Hourly Rate for each degree or certification obtained.

2024/25 Educational Enhancement – Operations Personnel		
Credential or Degree	Hourly Rate	24/25 Firefighter Rate of \$23.02
State Pump Operator	\$.29	1.25%
Fire Officer I	\$.17	.75%
Fire Officer II	\$.23	1%
Fire Instructor I	\$.23	1%
Fire Instructor II	\$.23	1%
NIMS 300 & 400	\$.23	1%
Acting Engineer Credential	\$1.67	7.25%
Acting Officer Credential	\$2.19	9.5%
Acting BC Credential	\$1.38	6%
Associate Degree	\$.58	3%
Bachelor’s Degree	\$.23	1%
Florida Safety Officer Credential	\$.23	1%
Live Fire Instructor I	\$.23	1%
Inspector I	\$.23	1%
EMS Shift Coordinator (1 per shift)	\$1.09	5%

The hourly rate for each degree and certification is based on a specific percentage of the Firefighter rate and will be adjusted annually as the Firefighter rate is adjusted based on the latest CPI.

2024/25 Educational Enhancement – Life Safety Specialists		
Credential or Degree	Hourly Rate	24/25 LSS Rate of \$36.02
Inspector I	\$1.80	5%
Inspector II	\$.36	1%
NFA Commercial Fire Sprinkler System Plan Review & NFA Plan Review of Fire Alarm Systems	\$.72	2%
Car Seat Technician	\$.72	2%

The hourly rate for each degree and certification is based on a specific percentage of the Life Safety Specialist (LSS) rate and will be adjusted annually as the LSS rate is adjusted based on the latest CPI.

- 22.4 (a) To be eligible for the educational enhancement, a degree must be in a field of study related to Fire or Emergency Medical Services, Business Management/ Administration, Community Relations, Leadership, Fire Investigations, Marketing, Education, Psychology, Fire Prevention or Communications.
- 22.4 (b) Educational Enhancement pay for degrees not listed shall be at the sole discretion of the District, judged on the contributory value the degree offers to the community and the District.
- 22.4 (c) Acting credentials are retained when a member promotes to a higher rank. For example, when a firefighter promotes to Engineer, they retain the hourly rate for Acting Engineer.
- 22.4 (d) Members who achieve an Acting status and then willfully refuse to serve in that Acting capacity, forfeit their Acting credential for a minimum of six months after which time they may request to be reinstated. Reinstatement will be at the discretion of the District and may be subject to retesting.
- 22.4 (e) Any Acting credentials, which require a certification that has been allowed to lapse, will result in an immediate forfeiture of the Acting credential. The Acting credential can be reinstated upon renewal of the lapsed certification.
- 22.4 (f) If a certification is a requirement of the member’s rank, and the member allows the certification to lapse, the member must notify Administration immediately. The member will have 90 days to reacquire the lapsed certification. If after 90 days the member has failed to renew the certification needed for their promoted rank, the promoted position is forfeited.

22.5 The District also recognizes the enhanced value of prior experience. The following tables identify the percentage to be added to the Base Wage Rate for each rank to account for each member’s cumulative experience.

Years of Firefighter Experience	Percentage	Cumulative	Years of Engineer Experience	Percentage	Cumulative
0	0	0.00%	0	0	0.00%
1	0	0.00%	1	4	4.00%
2	3	3.00%	2	3	7.00%
3	2	5.00%	3	2	9.00%
4	1	6.00%	4	1	10.00%
5	0.5	6.50%	5	1	11.00%
6	0.5	7.00%	6	1	12.00%
7	0.5	7.50%	7	0.5	12.50%
8	0.5	8.00%	8	0.5	13.00%
9	0.5	8.50%	9	0.5	13.50%
10	0.5	9.00%	10	0.25	13.75%
11	0.5	9.50%	11	0.25	14.00%
12	0.5	10.00%	12	0.25	14.25%
13	0.5	10.50%	13	0.25	14.50%
14	0.5	11.00%	14	0.25	14.75%
15	0.5	11.50%	15	0.25	15.00%
16	0.5	12.00%	16	0.25	15.25%
17	0.5	12.50%	17	0.25	15.50%
18	0.5	13.00%	18	0.25	15.75%
19	0.5	13.50%	19	0.25	16.00%
20	0.5	14.00%	20	0.25	16.25%
21	1.5	15.50%	21	0.25	16.50%
22	0.5	16.00%	22	0.25	16.75%
23	0.5	16.50%	23	0.25	17.00%
24	0.5	17.00%	24	0.25	17.25%
25	0.5	17.50%	25	0.25	17.50%

Years of Company Officer Experience	Percentage	Cumulative	Years of LSS Experience	Percentage	Cumulative
0	0	0.00%	0	0	0.00%
1	4	4.00%	1	3	3.00%
2	3	7.00%	2	2	5.00%
3	2	9.00%	3	1	6.00%
4	1	10.00%	4	0.5	6.50%
5	0.25	10.25%	5	0.5	7.00%
6	0.25	10.50%	6	0.5	7.50%
7	0.125	10.63%	7	0.5	8.00%
8	0.125	10.75%	8	0.5	8.50%
9	0.125	10.88%	9	0.5	9.00%
10	0.125	11.00%	10	0.5	9.50%
11	0.125	11.13%	11	0.25	9.75%
12	0.125	11.25%	12	0.25	10.00%
13	0.125	11.38%	13	0.25	10.25%
14	0.125	11.50%	14	0.25	10.50%
15	0.125	11.63%	15	0.25	10.75%
16	0.125	11.75%	16	0.25	11.00%

Years of Company Officer Experience	Percentage	Cumulative	Years of LSS Experience	Percentage	Cumulative
17	0.125	11.88%	17	0.25	11.25%
18	0.125	12.00%	18	0.25	11.50%
19	0.125	12.13%	19	0.25	11.75%
20	0.125	12.25%	20	0.25	12.00%
21	0.125	12.38%	21	0.1	12.10%
22	0.125	12.50%	22	0.1	12.20%
23	0.125	12.63%	23	0.1	12.30%
24	0.125	12.75%	24	0.1	12.40%
25	0.125	12.88%	25	0.1	12.50%

For members hired with prior career fire service experience, the District, at its sole discretion, may credit up to five years of experience.

All adjustments for years of service shall occur in the first full pay period following October 1, 2025, and October 1, 2026. Years of service will be rounded to the whole number.

- 22.6 Employees that are eligible and qualified to assume additional duties for four (4) continuous hours, or more, shall be paid an Acting stipend for the following positions:

Position	Rate of Pay
Acting Driver	\$50.00 per day
Acting Lieutenant	\$50.00 per day
Acting Captain (Lieutenant Only)	\$50.00 per day
Acting BC	\$50.00 per day

- 22.7 If a shift employee is temporarily assigned to a non-shift workweek, the employee's hourly wage will be adjusted by a factor of 1.4375.

- 22.8 Urban Search & Rescue (USAR) Team members will be paid for activations only when an activation number and mission number is issued by the State of Florida or Lee County or under local mutual aid in Lee County. USAR members shall participate in training while on-duty if no trainings are offered while a member is off-duty or if staffing permits. When training off-duty, for a mandatory class, time spent during such training shall be paid at time-and-a-half and must be pre-approved by the Operations Chief. Travel time will not be compensated when training off-duty. Members shall submit documentation of class description and time spent training.

- 22.9 Portal-to-Portal Compensation: During events where the Region 6 USAR Team, or other members, has been requested and missioned under the State Emergency Response Plan (SERP), to support the State of Florida or another state under the Emergency Management Assistance Compact (EMAC), the deployed personnel shall be compensated for all hours beginning at time of mobilization and continuing until demobilized from the home agency.

- 22.10 Members serving in the National Guard, or the Florida Guard shall be granted paid time off for mandatory training, and deployments related to a declared State of Emergency. Members deployed for non-emergency events, which are not affiliated with a declared State of Emergency, will not be denied time off but will be subject to use of PPL first, then allowed time off without pay once

the member's PPL bank is exhausted.

- 22.11 Employees are responsible for submitting completed degrees and certifications. Upon attainment or loss of the degree or certification, the employee will follow District procedures for reporting the information. The District will have up to four (4) weeks to complete the assessment process and respond to an employee's request. If the change is warranted, wage alterations will occur after submitting the proper documentation by the employee following District procedures. The advancement, and any related wage alterations, shall have an effective date of the first day of the first full pay period the employee is assessed as having met all the requirements. Loss of a degree or certification will be assessed based on the period the employee's degree or certification was valid.
- 22.12 All wage increases shall begin on the first day of the first full pay period following the effective date of the qualifying event.
- 22.13 The employer will deposit payroll on a bi-weekly basis through a direct deposit payroll plan so long as authorized by the employee. All employees who are not participants in the direct deposit payroll plan shall be paid by check on a bi-weekly basis and mailed to the employee's home address.
- 22.14 To implement the components of this article:
- Any company officer titled as a Captain prior to October 1, 2017 shall retain the title of Captain, but shall be compensated at the Lieutenant rate. Promoted Captain II's as of the date of ratification shall be retitled as Captains and compensated at the Captain rate.
 - No individual member is guaranteed a minimum, or specific, number of Acting hours. The District will make every effort to evenly distribute acting hours; however, the operation of the District shall always supersede the objective of evenly distributing these hours. Any member who believes acting hours are not being offered evenly understands and acknowledges they must first address their concerns with their immediate supervisor and Battalion Chief (if different).
- 22.15 All compensation shall be retroactive to October 1, 2024. The District will have 30 days from the date of ratification to calculate the changes and process the retroactive pay.

ARTICLE TWENTY-THREE

MEDICAL PRIVILEGES

- 23.1 The Union and District mutually acknowledge and agree that Medical Quality Assurance (MQA) and Quality Improvement (QI) in the performance of Emergency Medical Services (EMS) is of paramount importance to the community, employees, and the District. The responsibility of assuring MQA/QI rests jointly with the Medical Director, Fire Chief, and Employees. However, ultimate authority for instituting MQA/QI systems, policies, procedures, and performance measures rests solely with the Medical Director and Fire Chief.
- 23.2 The Paramedic and EMT credentialing and reintegration process shall be defined in policy agreed upon between the District and the Union.
- 23.3 The Union agrees that the District's Medical Director is the sole grantor of EMS privileges within the District, and he/she, after consultation with the Fire Chief, may order EMS remediation consistent with District policy for any EMS provider operating under his/her medical authority. Orders for remediation from the Medical Director consistent with the provision of this article and District policy shall not be the subject of Grievances or Arbitration.
- 23.4 The Medical Director has the authority to place Paramedics and Emergency Medical Technicians (EMTs) on suspension of privileges and may revoke Paramedic and EMT privileges with just cause. Medical Director ordered remediation may include performance reviews, skills testing, and written evaluation.
- 23.5 In the event the Medical Director mandates remediation for a Paramedic or EMT, the Paramedic or EMT shall have up to six (6) months to remediate without removing Educational Enhancement Pay during the six (6) month remediation. The Paramedic or EMT must be given the appropriate opportunity to remediate prior to removing Educational Enhancement Pay. Educational Enhancement Pay shall be removed for suspensions and revocations. If privileges are reinstated, then Educational Enhancement Pay shall also be reinstated beginning on the first full pay period following the date reinstating full privileges. The Preceptor qualification, and related pay, may be removed at any time should the individual not be able to perform within the scope of the position.
- 23.6 It is the responsibility of the employee to comply with all statutes, rules and regulations for certification and licensure as an EMT or Paramedic including, but not limited to, the application completion process, providing all necessary documents, etc. to retain the required licenses and certifications. The District will pay fees for State of Florida Certifications for EMT's or Paramedics, whichever capacity is the highest and practiced in the District.
- 23.7 Continuing medical education shall be made available to all EMT and Paramedic personnel during Florida's biennial renewal cycle. Under the direction of the Medical Director, the EMS Division will provide ample opportunities for each member to receive all the required Continuing Education Units (CEUs) necessary to renew their EMT or Paramedic certification. Medical training and testing will cover the entire Lee County protocol over the biennial renewal period.

The intent of this process is to conduct periodic assessments on specific subject areas, with any needed development or remediation targeting specific areas of need, rather than the entire protocol.

ARTICLE TWENTY-FOUR
PROMOTIONS

- 24.1 All promotional testing will be performed utilizing an assessment-based competency method.
- 24.2 In the event the District determines there is a vacancy within a specific rank, the District will post an internal notification of the vacancy. Internal applicants must meet job description requirements by the promotional test date, with the exception of components found in section 24.3 and 24.4 below. The internal applicant is responsible for providing all documentation, including all applicable licenses, certifications, and, if applicable, an education plan proving completion requirement can be met by the test date. Application periods will be no less than thirty (30) days from posting of the vacancy.
- 24.3 In the event there are more vacancies than eligible candidates, or there are no internal applicants to test in a specific rank, a two-tiered examination process may be implemented. Tier 1 candidates are current FMBFD employees who meet all the qualifications in the current job description for the rank being tested. Tier 2 candidates are those current FMBFD employees who meet at least one of the following options:
- a. FMBFD members who possess all of the educational requirements but lack sufficient time in grade as defined in the job description.
 - b. FMBFD members who do not possess the required educational requirements to test but who are actively fulfilling an educational plan to meet the required educational parameters. These members shall be required to prove that all educational parameters can be met within 180 days of the start of the examination.
 - c. For a two-tiered company officer promotional examination, the District may include external candidates who meet all the parameters of the job description for the rank being tested.

This process will create a primary list of fully certified candidates and a secondary Tier 2 list of candidates meeting the requirements defined above. To be eligible as an internal "Tier 2" candidate, the member must have been certified and eligible to work in the applicable out-of-class category for a minimum of one-hundred and twenty (120) continuous days by the promotional test date and not be on probation of any type. Upon the exhaustion of the primary list, the secondary list may be used at the discretion of the District.

- a. Should a candidate be promoted from the secondary list, that candidate will remain in a probationary status until time in grade parameters are met and all other probationary processes are satisfied, but no less than one year.

Should an external company officer candidate be selected, the external candidate shall be on probationary status as a new-hire employee for a minimum of one year.

At a minimum, the external candidate shall be required to complete the District's Company Officer task book and credential as a District EMT or Paramedic in the first year of employment.

- 24.4 For members seeking to participate in a promotional examination who believe they qualify using the parameter in 24.3(b) above, a letter of inquiry shall be submitted to the Human Resources department. This letter shall include, at a minimum, the following details:
- a. Third-party proof confirming enrollment in the courses needed to satisfy completely the educational parameters in the relevant job description.
 - b. The employee shall attest to their commitment to complete the educational requirements in the allotted timeframe.

No candidate who tests for promotion under this section shall be entitled to promote until all educational requirements of the job description are fully satisfied.

- 24.5 If a posting for a promotional test produces no candidates, subsequent postings will be open to all eligible Tier 1 and Tier 2 candidates. However, those Tier 1 candidates who failed to submit under the initial posting shall forfeit their right to Tier 1 status; all successful candidates shall reside on one global promotional list.
- 24.6 All aspects of the testing process will be taken into consideration to formulate the final score, with a minimum passing score of seventy percent (70%). The written examination may precede other examination components and will require a seventy percent (70%) percent or higher score to move onto the other examination components. Non-written examination components may include critical failure aspects.
- 24.7 When a promotion vacancy arises, the test will be given no sooner than sixty (60) days and no more than one hundred twenty (120) days from the District posting the vacancy. The District shall also post the general parameters of the test and suggested study materials from which the test will be constructed. The Fire Chief shall select from the top three (3) successful candidates for each vacancy available.

The eligibility list shall remain in effect for a period of two (2) years from the date of the last test unless exhausted (at the discretion of the Fire Chief when less than three (3) qualified candidates remain on the list, or in the event no qualified candidates remain on the list), expired (the two (2) year expiration date is met), or terminated (a declaration of an invalid process) by the Fire Chief. If the Fire Chief is considering the termination of a list, a conference will be held with the District Vice President prior to termination. Once the eligibility list is exhausted and a vacancy occurs, the

District will follow the process described in Section 24.2. Despite any of the above conditions, the District is not obligated to post a promotional examination within six (6) months of a previous examination for the same position.

- 24.8 Probation of Newly Promoted Employees. Newly promoted employees shall be considered on probation for a period of twelve (12) months. During this time the District will have the right to retain the employee in the designated classification or, by District action, demote the employee for just cause to the classification previously held by the employee, assuming the employee has maintained the requirements for the position previously held (requirements under this parameter will be based on the requirements at the time when the employee last held that position). If the employee does not meet the qualifications for the previously held position as stated above, the employee will be assessed for a lower or equal position he/she qualifies, and will be subject to applicable promotional examinations.

Example: A Driver Engineer is newly promoted to Lieutenant and the District determines the employee will not complete probation, the individual will demote back to Driver Engineer if the employee maintained the same qualifications he or she had at the time promoted from Driver Engineer to Lieutenant.

The District shall have the right to extend probation up to an additional twelve (12) months after the initial twelve (12) month period before deciding to either demote the employee or retain the employee in the designated class they currently hold. If an employee is demoted for just cause during their promotional probation period in their new job class, their demotion shall be without recourse to the grievance and arbitration procedure.

While on Promoted Probation, the District may restrict the employee's ability to act in a higher capacity or apply to act in a higher capacity. The District may determine the total number of personnel eligible for acting in a higher capacity in total, as well as within a work period, with final approval for any employee to assume a higher capacity resting with the District.

- 24.9 All employees must continuously maintain an active and satisfactory status for all current job description requirements, including all license(s), education, capability, performance record, and certification(s) for their current position, as well as new or desired job classification for which they are applying and for their new job classification after promotion.

ARTICLE TWENTY-FIVE
PERFORMANCE MANAGEMENT

- 25.1 Performance management is the process of identifying and correcting performance deficiencies. The District recognizes two distinct causes for performance deficiencies:
- 22.1.1.1 Deficiencies in knowledge, skills, and abilities are to be corrected through training or retraining.
 - a. The parties acknowledge training, retraining, and the documentation of such actions, is not discipline as outlined in Florida Statute 112.80-84 and, therefore, not subject to the provisions outlined in the Florida Firefighter's Bill of Rights, the rights provided under Garrity, nor the rights provided under Weingarten.
 - 2. Deficiencies in behavior, or an inability to remediate, are to be corrected utilizing discipline.
 - a. An employee subject to interrogation regarding a disciplinary matter shall be afforded all rights outlined in the Florida Firefighter's Bill of Rights, the rights provided under Garrity, and the rights provided under Weingarten.
- 25.2 The District retains the right to discipline any employee for proper cause. An employee is not entitled to any particular number of warnings prior to the imposition of discipline. Discipline should be progressive but may start at any appropriate level.
- 25.3 In determining the appropriateness of discipline, the District shall consider the seriousness and frequency of offenses, the employee's work history, past discipline, and any other factor relevant to fair and appropriate discipline. Progressive discipline should be applied unless circumstances warrant otherwise.
- 25.4 For the purposes of this article, one (1) day is equal to twelve (12) hours. Scheduled suspensions shall be enforced in a manner that presents the least possible impact to the operations of the District, be concurrent with the employee's shift, and will not occur during a period which includes a day before a holiday, day of a holiday, day after a holiday, already scheduled shift exchange, or already scheduled overtime. The employee shall not be eligible for overtime in the pay period of the suspension.
- 25.5 Dismissal of initial probationary employees is not subject to arbitration. The District may extend a new employee's probationary period up to twelve (12) months. The employee must be notified of the increase in probation prior to his/her initial twelve (12) month probationary period expiring.

ARTICLE TWENTY-SIX
PREVAILING RIGHTS

- 26.1 Except as specifically abridged or modified by a provision of this Agreement, the Employees shall continue to have, whether excused or not, all rights, privileges, fringe benefits and working conditions heretofore existing as of the date of this Agreement, unless changed by mutual consent in writing.

ARTICLE TWENTY-SEVEN

ENTIRE AGREEMENT

- 27.1 The Parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the Parties after the exercise of such right and opportunity, are set forth in this Agreement.
- 27.2 This Agreement may be amended by mutual agreement of the Parties. Any amendment must be in writing and approved, ratified and signed by duly authorized representatives of both Parties before it will be effective.
- 27.3 If any Article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 27.4 In the event of invalidation of any Article or section, both the District and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.
- 27.5 This Agreement shall supersede any past practice defined in prior Collective Bargaining Agreements.
- 27.6 In the event of a forced merger or dissolution of the District, this agreement shall remain valid throughout its duration. Any subsequent governmental entity which retains the members protected by this agreement shall adhere to the terms of this agreement in its entirety.

ARTICLE TWENTY-EIGHT

DURATION

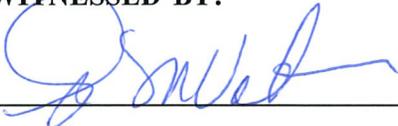
- 28.1 Except as otherwise provided herein, this Agreement shall be effective during the period from October 1, 2024, through September 30, 2027.
- 28.2 Except where otherwise noted, negotiations for a period starting after the three (3) year term of this Agreement may be reopened by either party, serving upon the other, thirty (30) days written notice of its intent to do so, provided such negotiations shall begin no earlier than May 15, 2027, and not later than May 31, 2027.
- 28.3 Upon mutual written agreement of both parties, the Agreement or specific articles may be reopened at any time during the term of the agreement.
- 28.4 Except where otherwise noted, the Union and District may re-open any of the provisions of this document by mutual agreement in writing, as well as either Party may re-open Article 22: Pay Plans, only under the parameters identified in Article 22.1, and Article 18: Pension and Retirement, only under the parameters identified in Article 18.5.

ARTICLE TWENTY-NINE
RATIFICATION

- 29.1 This Agreement shall become a tentative contract upon being signed by the Fire Chief, the Union District Vice President and a Local 1826 Principal Officer.
- 29.2 This Agreement shall not become final or binding until its ratification by a majority of the employees in District 3 and its approval by the Board of Fire Commissioners of the Fort Myers Beach Fire Control District.
- 29.3 All new provisions agreed to within this contract shall be implemented upon ratification, unless otherwise specified in another section of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the 20th day of November 2024.

WITNESSED BY:



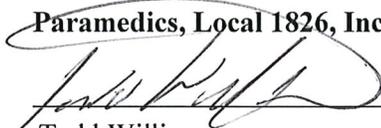
Fort Myers Beach Fire Control District



Scott Wirth, Fire Chief



**Southwest Florida Professional Firefighters and
Paramedics, Local 1826, Inc.**



Todd Williamson
Local 1826 District 3 Vice President



Tim Jones
Local 1826 Vice President

BOARD OF FIRE COMMISSIONERS' APPROVAL

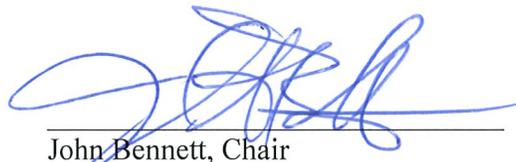
This is to certify the Board of Fire Commissioners of the Fort Myers Beach Fire Control District approved this Agreement at its meeting on the 20th day of November 2024.

Witnessed by:

Fort Myers Beach Fire Control District



A handwritten signature in blue ink, appearing to be 'J. M. V...', written over a horizontal line.



A handwritten signature in blue ink, appearing to be 'John Bennett', written over a horizontal line.

John Bennett, Chair

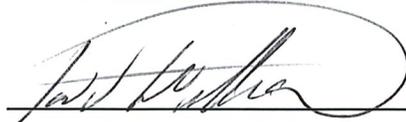


A handwritten signature in blue ink, appearing to be 'Ronald P. Fleming', written over a horizontal line.

Ronald P. Fleming – Secretary / Treasurer

CERTIFICATION OF RATIFICATION STATEMENT

This is to certify that a majority of the employees in the collective bargaining unit approved this Agreement in their ratification vote which occurred November 6, 2024.



Local 1826 District 3 Vice President