

Collective Bargaining Agreement

between the

Bonita Springs Fire and Rescue District

and the

Bonita Springs Professional Firefighters

Local #3444, Inc.

International Association of Fire Fighters

Civilian Contract

Effective

10/01/2004 through 09/30/2007

**Collective Bargaining Agreement
between the
Bonita Springs Fire Control and Rescue District
and the
Bonita Springs Professional Firefighters
Local #3444, Inc.
International Association of Fire Fighters**

**Civilian Contract
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**Collective Bargaining Agreement
between the
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**Article 1
PREAMBLE**

1.1 This Agreement is made and entered into by the Bonita Springs Fire Control and Rescue District, herein referred to as the "District", and the Bonita Springs Professional Firefighters, Local #3444, Inc., International Association of Fire Fighters, herein referred to as the "Union".

1.2 It is the purpose of this Agreement to increase general efficiency in the District, to maintain the existing harmonious relationship between the District and its employees, and to promote the morale, rights and well-being of the District's employees in order that more efficient and progressive public service may be rendered. It is further the purpose of this Agreement to foster safety in the work place and to provide an orderly and peaceful means of resolving differences which arise concerning the interpretation or application of this Agreement.

**Article 2
RECOGNITION AND BARGAINING UNIT**

2.1 Pursuant to, and in accordance with, all applicable provisions of Article 1, Section 6 of the Florida Constitution of 1968 and the guidelines as set forth in Chapter 447 Laws of Florida, the District recognizes the Union as the exclusive bargaining unit with respect to rates of pay, wages, hours and terms and conditions of employment.

2.2 For the purpose of this Agreement and the provisions herein contained, the bargaining unit shall consist of those employees certified by the State of Florida, Public Employees Relations Commission (PERC) Certification #951, MS-92-003, dated August 25, 1992 and 99-034 dated October 28, 1999.

2.3 The District and the Union agree to jointly petition PERC to amend the bargaining unit to include the classification of Fire Inspector.

Article 3
DUES DEDUCTION

3.1 Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for payment of initiation fees, assessments, or fines.

3.2 The Union will initially notify the District as to the amount of dues. Such notification will be certified to the District, in writing, over the signature of an authorized officer of the Union. Changes in the Union's membership dues will be similarly certified to the District and shall be done at least one month in advance of the effective date of such change.

3.3 Dues shall be deducted bi-weekly, except in months with three (3) pay periods, and the funds deducted shall be remitted to the treasurer of the Union within three (3) days of the period. The District will deduct a sum of \$.20 per member per month from the dues collected to offset costs incurred in providing this service. The Union will indemnify, defend, and hold the District harmless against any claims made and against any suits instituted against the District on account of payroll deduction of Union dues.

3.4 Payroll deductions shall be revocable by the employee upon notifying the District and the Union in writing on a prescribed form. The Union shall be notified of any revocation.

3.5 The dues deducted in one month shall apply to the following month's dues.

Article 4
NON-DISCRIMINATION

4.1 District employees shall have the right to join the Union. There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Union or because of his/her holding office or not holding office in the Union.

4.2 Provisions of this Agreement shall be applied to all employees without discrimination due to race, creed, color, age, sex or natural origin.

Article 5
MANAGEMENT RIGHTS

5.1 Except as specifically abridged or modified by provision of this Agreement, the District will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of service to be offered by the District; determine the standards of selection for employment; hire, transfer, promotion and demotion; direct its employees; take disciplinary action up, to and including discharge; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; contract and subcontract all existing and future work or services excluding bargaining unit civilian employee related duties; determine the methods, means and future work or services; determine the methods, means and personnel by which the District's operations are to be conducted; establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities and prerogatives that are inherent in the Fire Board and Fire Chief and cannot be subject to any grievance or arbitration proceeding except as specifically provided in this Agreement.

5.2 Temporary employees will be permitted to hold Clerk/Receptionist positions for no more than six (6) calendar months.

5.3 If work rules and regulations are not uniformly applied, the Union may file a grievance in accordance with the grievance procedure contained in this Agreement.

5.4 Prior to the imposition of a disciplinary suspension without pay, demotion or termination, the District will provide the employee to be affected with written notice indicating the charges against the employee, the contemplated disciplinary action, and the date, time and place of a Pre-Disciplinary Conference to be conducted by a designee of the Fire Chief who was not directly involved in the incident(s) which led to the proposed discipline.

The purpose of the Pre-Disciplinary Conference is to provide the employee with procedural due process by allowing the employee to present reasons why the proposed discipline should not be taken.

The Pre-Disciplinary Conference shall be conducted informally and shall allow for employee representation either by the Union or by a representative of employee's choice. Subsequent to the Pre-Disciplinary Conference, the designee conducting the conference shall issue a written recommendation either imposing or modifying the proposed discipline. It is from this recommendation that any further appeal or grievance may be taken.

An employee may waive a Pre-Disciplinary Conference by written notification to the District.

Absent of extremely compelling extenuating circumstances, an employee's failure to appear at a Pre-Disciplinary Conference will constitute the employee's waiver of the right to a Pre-Disciplinary Conference.

Article 6
UNION RIGHTS

6.1 District employees shall have the right to join the Union or not to join the Union; to engage in lawful concerted activities for the purpose of collective bargaining negotiations or other mutual aid for protection; to express or communicate to management any view, grievance, complaint or opinion related to the conditions of compensation and terms of employment of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal.

6.2 Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the view of the Union and not necessarily the District.

Article 7
UNION BUSINESS

7.1 With the approval of the Fire Chief, members of the Union may be granted time without pay to perform Union functions.

7.2 The number of Union members permitted to perform Union functions shall be contingent on the adequacy of District staffing as determined by the Fire Chief.

7.3 The Fire Chief will make arrangements for on-duty employees to attend meetings called by the Fire Chief.

7.4 Four (4) members of the Union shall be allowed time off for collective bargaining meetings which are mutually set by the District and the Union.

7.5 With the approval of the Fire Chief, the Union shall be permitted to use a meeting room to conduct monthly or special Union meetings.

Article 8
GRIEVANCE PROCEDURE

8.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, the District and the Union agree that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement. Disciplinary action taken against an employee or class of employees shall be for just cause; and shall be subject to the Grievance Procedure.

8.2 Grievances shall be processed in accordance with the following procedure:

Step 1

Within five (5) working days of the event giving rise to a grievance, or within five (5) working days of the date the Grievant, using reasonable diligence, should have known of the event giving rise to the grievance, the Grievant shall submit the grievance in writing on a Grievance Form (accompanying this Agreement as Addendum 1) to his/her most immediate, non-bargaining-unit Supervisor. In addition, the Grievant shall initiate a Grievance Tracking Form (accompanying this Agreement as Addendum 2) and present the form to the appropriate Supervisor at the same time as the written grievance is presented.

The appropriate Supervisor shall consider the grievance, and answer the grievance in writing no later than five (5) working days of the Supervisor's receipt of the grievance. At the same time, the Supervisor and the Grievant (or Union Representative) shall complete the appropriate items on the Grievance Tracking Form pertaining to the Step 1 process.

Union Grievance Committee

If the grievance is not resolved at Step 1, the Grievant, within five (5) working days of the receipt of the Officer's answer at Step 1, shall submit the grievance in writing (on the form accompanying this Agreement as Addendum 1) to the Union's Grievance Committee. The Grievance Committee shall consider the grievance, and respond to the Grievant no later than five (5) working days after its receipt of the grievance.

Step 2

If the Grievance Committee determines that a grievance exists, the Union, within ten (10) working days of the Grievance Committee's receipt of the grievance, shall submit the grievance in writing (on the form accompanying this Agreement as Addendum 1) to the District's Human Resources Manager. In addition, the Union shall complete the appropriate items on the Grievance Tracking Form and present the form to the District's Human Resources Manager at the same time as the written grievance is presented.

The Human Resources Manager shall consider the grievance, and answer the grievance in writing no later than five (5) working days after the Human Resources Manager's receipt of the grievance. At the same time, the Human Resources Manager and the Union shall complete the appropriate

items on the Grievance Tracking Form pertaining to the Step 2 process.

Step 3

If the grievance is not resolved at Step 2, the Union, within five (5) working days of the receipt of the Human Resources Manager's answer at Step 2, shall submit the grievance in writing (on the form accompanying this Agreement as Addendum 1)) to the Fire Chief. In addition, the Union shall complete the appropriate items on the Grievance Tracking Form and present the form to the Fire Chief at the same time as the written grievance is presented.

The Fire Chief (or his/her designee) shall consider the grievance, and answer the grievance in writing no later than five (5) working days after the Fire Chief's receipt of the grievance. At the same time, the Fire Chief (or his/her designee) and the Union shall complete the appropriate items on the Grievance Tracking Form pertaining to the Step 3 process.

Step 4 / Arbitration

If the grievance is not resolved at Step 3, the Union shall give notice of intent to arbitrate within five (5) working days of the receipt of the Fire Chief's answer at Step 3. The notice of intent shall be served upon the Fire Chief and concurrently filed with the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) qualified arbitrators. In the event of a claim that a grievance is non-arbitrable, the arbitrator will rule on that issue prior to the merits of the grievance.

An arbitrator shall be selected from the list of arbitrators submitted by the FMCS by the alternate striking of names (the petitioner for arbitration striking the first name) until one name remains. However, in the event either the District or the Union, before any striking of names occurs, feels that the list submitted by the FMCS is unsatisfactory, said party shall have the right to request one additional list of arbitrators from the FMCS. If either the District or the Union finds the service of FMCS unsatisfactory, upon notice to the other party, the services of the American Arbitration Association shall be utilized in subsequent disputes.

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement, but shall determine only whether or not there has been a violation of the Agreement in the respect alleged in the grievance. The Management Rights listed in Article 5 of this Agreement and the prohibition of strikes contained in Article 21 of this Agreement are specifically excluded from arbitration under the provisions of this Article.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator. The Arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. Copies of the findings of the arbitrator made in accordance with the jurisdictional authority under the Agreement shall be final and binding upon both the District and the Union.

The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issues submitted.

This Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and the arbitrator 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 application of the Agreement depend. The arbitrator, therefore, shall not have the authority, nor shall the arbitrator consider it an arbitrator's function, to include the decision of any issue not submitted or to interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decisions which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of the Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, as fair or equitable or because, in the arbitrator's opinion, it is unfair or inequitable.

The costs for the services of the arbitrator shall be borne by the losing party. Either party to this Agreement desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript.

The Union will be required to represent only employees who are members of the Union, but retains the option to represent non-members.

8.3 The following provisions shall apply throughout this Article:

(a) Employees may process a grievance either through the Grievance Procedure provided in District Policy 2.7 or through the Grievance Procedure provided in Article 8 of this Agreement. Once a grievance is filed under a certain procedure, the employee is bound by that procedure and has no right to switch.

(b) A probationary employee (see Section 9.4 of this Agreement) shall have the right to process a grievance through Step 2 of the Grievance Procedure contained in this Article, with the exception of wages and benefit disputes which may be taken to final arbitration.

(c) For the purposes of Article 8 of this Agreement, a working day shall be from 8:00 a.m. to 5:00 p.m. on Monday through Friday, excluding holidays recognized by this Agreement.

(d) The time limits contained in this Article may be lengthened or shortened by mutual agreement of both the District and the Union. A grievance not processed within the time limits provided in this Article shall be deemed permanently withdrawn and settled on the last action taken by the District. A grievance not answered within the time limits provided in this Article shall be deemed to have been answered in the negative, thereby entitling the grievance to be processed to the next step of the Grievance Procedure.

(e) Any grievance reduced to writing shall contain the following information, which shall be included on the prescribed Grievance Form (see Addendum 1) an explanation of the grievance and a complete statement of the facts on which it is based; the section(s) of the Agreement allegedly violated; and the remedy being sought.

(f) Should a representative of the District believe that he/she lacks the authority to resolve a grievance that he/she has received, that representative shall provide the grievant and the Union with a written answer indicating the lack of authority.

(g) Upon mutual agreement of both the District and the Union, expedited arbitration may be requested of the FMCS, the American Arbitration Association, or any individual selected by the District and the Union, whichever is applicable.

Article 9
SENIORITY AND PROBATION

9.1 Each employee will have Department Seniority in the District equal to the employee's total length of service with the District dating back from the first date of continuous employment with the District. Departmental Seniority shall be used in all cases involving reduction of personnel due to layoff, recall from layoff, demotion or other legitimate causes. Recall from layoff will be accomplished by calling the last laid off to be called first. No new employees shall be hired until all laid off employees have had an opportunity to report to work, in accordance with the loss of seniority in the Article. Departmental Seniority shall be used in all determinations of vacation preferences.

9.2 Each employee will have Classification Seniority in the classification in which the employee holds a permanent appointment equal to the employees length of service in said classification dating back from the employees first date of continuous employment in the classification.

9.3 Accrual of annual vacation time, or any other benefit based upon length of service, shall be determined by those provisions negotiated in this Agreement.

9.4 New employees shall be considered on probation for a period of one (1) year from the date of hire.

9.5 Promoted employees shall be considered on probation for a period of six (6) months during which time the District will have the right to retain the employee in the designated class or demote the employee to the classification previously held at its sole discretion.

9.6 Seniority rights of an employee shall terminate with a: (1) voluntary termination; (2) retirement; (3) termination for just cause; (4) layoff exceeding 24 months; (5) failure to return from an authorized leave of absence within three (3) calendar days (however, nothing contained herein restricts lesser disciplinary actions); and. (6) failure to report for work within 14 calendar days of the date of receipt of a recall letter or failure to notify the District of the intent to return to work within five (5) calendar days of the date of receipt of a recall letter.

Article 10
HOURS OF DUTY

10.1 Employees shall work a weekly schedule from 8:00 a.m. until 5:00 p.m. on Monday through Friday. Employees working any hours other than 8:00 a.m. until 5:00 p.m. on Monday through Friday shall receive prior approval from their Supervisor.

10.2 Employees shall be afforded an unpaid lunch period of one (1) hour per work day.

Article 11
OVERTIME PAY

11.1 Overtime shall be paid at the rate of 1-1/2 times an employee's regular hourly rate for all hours worked over 40 hours in the seven (7) day work cycle of Thursday through Wednesday. Compensatory time at the rate of 1-1/2 times may be given in lieu of overtime pay upon the mutual agreement of an employee and the District.

11.2 Employees other than Fire Inspectors who are recalled to duty because of an emergency shall be paid the actual time worked, but not less than two (2) hours of pay. Fire Inspectors who are recalled to duty because of an emergency shall be paid the actual time worked, but not less than four (4) hours of pay. Employees who are required to attend mandatory staff meetings will be compensated for the actual time in attendance.

11.3 Employees required to work beyond their scheduled work day shall be paid the actual time worked rounded forward to the nearest half hour.

11.4 Employees attending mandatory schools shall be given full credit for such time.

Article 12
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Article 13
PERSONAL LEAVE

13.1 Personal Leave will be used to replace vacation and sick leave. Personal Leave will provide each employee with discretionary time off for any personal needs, including illness or injury, without any obligation to provide a doctor's excuse or to remain at home.

13.2 Employees on a 40-hour work schedule shall accrue Personal Leave based on years of continuous service as follows:

First Year	10.00 hours per month;
2 through 5 years	17.14 hours per month;
6 through 10 years	21.42 hours per month;
11 through 15 years	25.71 hours per month; and
16 or more years	28.57 hours per month

13.3 Personal Leave must be taken for a minimum of one (1) hour. Requests to use Personal Leave must be made one (1) calendar day in advance. Requests not submitted within the appropriate time limit may be granted if the Fire Chief, in his/her sole discretion, allows the request due to extraordinary circumstances.

13.4 Employees who use Personal Leave for illness shall call in no less than one (1) hour prior to being scheduled for work or forfeit pay for the scheduled workday.

13.5 Effective September 30, 2001, the balances of vacation and sick time will be converted to Personal Leave. A sick bank will not be established. Personal Leave accrual will begin effective October 1, 2001.

13.6 Employees on a 40-hour work schedule shall not accrue Personal Leave in excess of the stated maximum for the following years of continuous service:

First Year	120 hours;
2 through 5 years	256 hours;
6 through 10 years	296 hours; and
11 or more years	336 hours

Once an employee has reached the maximum accrual in their classification and years of service no further accrual shall be permissible until that employee has reduced their maximum hours below the allowable limits.

Any employee with a balance in his/her account will be paid out at 100% of the value of such account as of September 30, 2004. Thereafter, the immediately preceding paragraph shall be enforced.

Article 14
FUNERAL LEAVE

14.1 In the event of a death in the immediate family, 40-hour employees shall be granted leave with pay not to exceed five (5) working days per death.

14.2 "Immediate Family" shall be defined to include spouse, children of the employee, and the grandparents, grandchildren, parents, brothers, and sisters of the employee and his/her spouse.

14.3 In unusual circumstances, the Fire Chief, at his discretion, may grant additional time off with pay.

14.4 Funeral leave will count as hours worked for overtime calculation.

Article 15
JURY DUTY

15.1 Employees who are chosen for jury duty shall be paid their regular salary for those hours that are scheduled. The employee shall be entitled to keep the amount of money received for serving on jury duty.

15.2 Employees receiving a summons for jury duty must notify their Supervisor as soon as possible after receiving such notice. An employee failing to make such notification will not be paid for the period of absence. A Request for Leave Form must be completed by the employee and approved by the Fire Chief or his/her designee prior to payment for such time off.

15.3 An employee who is excused from jury duty during scheduled working hours must report to work the remainder of the scheduled work day or week.

Article 16
BULLETIN BOARD

16.1 The District agrees to provide wall space in the day room at each Fire Station in the District for the Union's bulletin board to inform its membership as to Union business. The Fire Chief shall have the authority to remove any offensive material and will notify a duly elected officer of the Union.

Article 17
USE OF TOBACCO PRODUCTS

17.1 Employees are prohibited from smoking and/or using any smokeless tobacco products in any District buildings, facilities or vehicles. On-duty employees are not to smoke and/or use any smokeless tobacco products when a member of the general public is present.

17.2 Employees hired after December 10, 1990 are bound by the provisions of the “Non-Use of Tobacco Products Accord” that accompanies this Agreement as Addendum 3.

17.3 There will be a designated area outside of each District building for smokers and users of smokeless tobacco products.

When using a designated area, both smokers and users of smokeless tobacco products shall carry a container for the disposal of cigarettes, tobacco products and/or tobacco juice. These containers are to be discarded in an appropriate receptacle upon leaving the designated area.

Any employee found discarding cigarettes and/or spitting other than in an appropriate container will be subject to discipline.

Article18
WAGES

18.1(a) Effective as of the first pay period following October 1, 2004, employees in the listed classifications shall receive a percentage increase in their hourly rate as follows:

Inspections Assistant: 5.0%;
Public Education Specialist: 4.0%; and
Secretary: 2.0%

Thereafter, and effective as of the first pay period following October 1, 2004, employees in the following classifications shall receive a 2.0% cost-of-living increase to their hourly rate: Clerk/Receptionist, Fire Inspector, Inspections Assistant, Public Education Specialist, and Secretary.

Addendum 5-A of this Agreement lists the hourly rate to be paid in Fiscal Year 2004/2005 at each step for the classifications of Clerk/Receptionist, Fire Inspector, Inspections Assistant, Public Education Specialist, and Secretary.

(b) Effective as of the first pay period following October 1, 2005, employees in the listed classification shall receive a percentage increase in their hourly rate as follows:

Inspections Assistant: 5.0%;
Public Education Specialist: 2.0%
Secretary: 2.0%

Thereafter, and effective as of the first pay period following October 1, 2005, employees in the following classifications shall receive a 2.5% cost-of-living increase to their hourly rate: Clerk/Receptionist, Fire Inspector, Inspections Assistant, Public Education Specialist, and Secretary.

Addendum 5-B of this Agreement lists the hourly rate to be paid in Fiscal Year 2005/2006 at each step for the classifications of Clerk/Receptionist, Fire Inspector, Inspections Assistant, Public Education Specialist, and Secretary.

(c) Effective as of the first pay period following October 1, 2006, employees in the listed classifications shall receive a percentage increase in their hourly rate as follows:

Inspections Assistant: 5.0%;
Public Education Specialist: 2.0%

Thereafter, and effective as of the full pay period following October 1, 2006, employees in the following classifications shall receive a 3.0% cost-of-living increase to their hourly rate: Clerk/Receptionist, Fire Inspector, Inspections Assistant, Public Education Specialist, and Secretary.

Addendum 5-C of this Agreement lists the hourly rate to be paid in Fiscal Year 2006/2007 at each step for the classifications of Clerk/Receptionist, Fire Inspector, Inspections Assistant, Public Education Specialist, and Secretary.

(d) Article 18 (Wages) shall not be reopened during this Agreement.

18.2 The terms “base rate” and “straight-time pay” shall refer to the hourly rates provided in this Article.

18.3 An employee who is subpoenaed as a witness as a result of his/her work for the District shall receive his/her hourly rate for the hours that he/she attends court or gives a deposition, provided that any such employee remits to the District any subpoena and/or witness fees received from the court. Hours paid under this Section shall be considered hours worked for the purpose of overtime calculation.

Article 19
CAREER STEP PROGRAM

19.1 Employees in the Clerk/Receptionist and Inspections Assistant classifications may advance from one step to the next higher step (up to Step V) in their respective classifications by meeting the following requirements: a minimum of one (1) year in their current Step and the completion of one (1) class (approved in advance by the Fire Chief or his/her designee) within that same period of time.

19.2 To advance from Step I through Step III, employees in the Secretary classification must complete a minimum of one (1) year in their current Step and two (2) classes (approved in advance by the Fire Chief or his/her designee) within that same period of time. To advance from Step III through Step V, employees in the Secretary classification must complete a minimum of one (1) year in their current Step and two (2) classes (approved in advance by the Fire Chief or his/her designee) within that same period of time.

19.3 To advance from Step I through Step III, employees in the Public Education Specialist classification must complete a minimum of one (1) year in their current Step and two (2) classes (approved in advance by the Fire Chief or his/her designee) within that same period of time. To advance from Step III through Step V, employees in the Public Education Specialist classification must complete a minimum of one (1) year in their current Step and three (3) classes (approved in advance by the Fire Chief or his/her designee) within that same period of time.

19.4 An employee in the Fire Inspector classification may advance from one step to the next higher step in his/her classification by meeting the following requirements:

Fire Inspector I: Must be a Certified State of Florida Municipal Fire Safety Inspector or a person who can obtain Fire Safety Inspector Certification within 12 months of placement into Fire Inspector I. If Fire Safety Inspector Certification is not held, it must be obtained prior to the completion of the probationary period.

Fire Inspector II: Must have been a Fire Inspector I for a minimum of one (1) year; have completed the work processes and study materials necessary to perform at the standards for this level per Chapter 4 (2003 Edition) of NFPA 1031; and have successfully completed two (2) classes needed to obtain an Associate's Degree in a job-related field.

Fire Inspector III: Must have been a Fire Inspector II for a minimum of one (1) year; have completed the work processes and study materials necessary to perform at the standards for this level per Chapter 5 (2003 Edition) of NFPA 1031; and have successfully completed a total of four (4) classes needed to obtain an Associate's Degree in a job-related field.

Fire Inspector IV: Must have been a Fire Inspector III for a minimum of one (1) year; have completed the work processes and study materials necessary to perform at the standards for this level per Chapter 6 (2003 Edition) of NFPA 1031; and have successfully completed a total of six (6) classes needed to obtain an Associate's Degree in a job-related field.

Fire Inspector/ V: Must have been a Fire Inspector IV for a minimum of one (1) year; and have successfully completed a total of eight (8) classes needed to obtain an Associate's Degree in a job-related field.

19.5 For purposes of this Article, the terms "class" and "classes" shall refer to courses for which: (a) a grade is issued by an accredited college or university; (b) a minimum of six (6) Continuing Education Units (CEU's) are issued; or (c) an approved certificate is issued for a program of eight (8) or more hours.

19.6 Advancement from one step to the next higher step will be effective as of the beginning of the bi-weekly payroll period following an employee's submission of the documentation necessary to evidence his/her attainment of the requirements of the next step.

Article 20
OUTSIDE EMPLOYMENT

20.1 Prior to commencing any secondary/outside employment, an employee shall notify the District by submitting an Outside Employment Notification (see Addendum 5 of this Agreement).

20.2 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 Florida Statutes or conflicts or interferes with the employee's performance of his/her duties for the District.

Article 21
STRIKES

21.1 Both the District and the Union agree to abide by Chapter 447 of the Florida Statutes, specifically Sections 447.505 and 447.507.

Article 22
LABOR/MANAGEMENT COMMITTEE

22.1 There shall be a joint Labor/Management Committee consisting of four (4) appointed members from the Union and four (4) appointed members from the District.

The Labor/Management Committee shall meet by mutual consent. The parties are under no obligation to reach agreement. However, any agreement so reached may become a matter of policy, with the approval of the Fire Chief.

Any recommendation by the committee shall be presented to the Fire Chief. The Fire Chief shall notify the committee, in writing, as to the action taken on the recommendations within ten (10) working days.

No recommendation of the Labor/Management Committee shall violate the express provisions of this Agreement.

22.2 Requests for meetings or conferences may be initiated by the District or the Union. Such requests shall be made in writing. The person requesting or arranging the conference shall arrange for mutually agreeable dates, times, and locations of meetings, and explain the nature of the subject(s) to be discussed. In either case, all meetings shall be held during working hours except under unusual circumstances. Attendance at such meetings will be limited to a representative group directly concerned with the subject(s) of discussion.

22.3 Meetings or conferences may be held for such purposes as: (1) dissemination of information; (2) the submission of suggestions for improving efficiency, economy of operation, working conditions, or employee services; (3) proposing revisions of existing regulations, policies and procedures; (4) to resolve other problems of employees; (5) to avoid future grievances; or (6) to further promote harmonious relations between the District and the Union. Appeals, grievances, or problems of individual employees are not subject to discussion at such meetings.

22.4 Effective October 1, 2004, the Labor/Management Committee shall meet on a regular basis in order to recommend a process for referencing approved recommendations of the Labor/Management Committee in the Agreement. Any such recommendation from the Labor/Management Committee shall be forwarded to the Fire Chief.

Article 23
UNION TIME POOL

23.1 The District and the Union agree to establish a Time Pool. This Time Pool will be utilized by the Union's members to attend Union related functions. The Time Pool shall be administered by the Union.

22.2 All dues paying Union members in good standing shall contribute three (3) hours annually from their Personal Leave hours.

The hours donated shall be deducted from their annual earned personal leave hours, which shall be deducted by the District in the month of January. The donated time shall be placed in the Time Pool by the District at the individual's hourly rate at the time donated.

The District agrees to provide the total dollar amount contributed by the employees to the Union during the month of January each calendar year. The Union will indemnify, defend and hold the District harmless against any claims made and against any suits instituted against the District on account of the use of Time Pool funds.

22.3 Members requesting hours from the Time Pool must have prior approval from either the Union President or his/her designee.

23.4 The Union President and his/her designee shall utilize the provisions under this Article for arranging time off for required Union business and handle all payments made from the Time Pool.

23.5 Hours requested and approved either by the Union President or his/her designee shall be utilized and deducted from the Time Pool at no cost to the District. Requests for Time Pool hours shall be submitted in writing three (3) calendar days prior to the date being requested.

23.6 Only dues paying members in good standing who donate earned personal leave time hours shall be eligible to request and receive a donation of Time Pool dollars, or be eligible to work any Time Pool hours in accordance with Section 23.3 of this Agreement.

In the event of any staffing shortages caused by members attending Union business the cost of replacing such members shall be paid from the Union Time Pool to the District upon the District submitting a payment request.

Article 24
SAVINGS CLAUSE

24.1 It is agreed that if any article, section, subsection, sentence, clause, or provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs, the District and the Union will meet and attempt to negotiate a replacement for the invalid item.

Article 25
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Article 26
RULES AND REGULATIONS

26.1 The Union agrees that its members shall comply with all of the provisions of this Agreement and with the Rules and Regulations, Classification Descriptions and Orders of the District, unless addressed by this Agreement.

26.2 This Article shall not preclude employees from raising grievances should decisions of the above matters have the practical consequences of violating the terms and conditions of this Agreement.

26.3 New employees shall receive a copy of the classification description for their respective classification within 15 working days of their date of hire. The classification description for each of the classifications covered by this Agreement shall be included as Addendum 6 of this Agreement.

Article 27
LONGEVITY PAY

27.1 Employees shall receive Longevity Pay after completion of the following years of continuous service:

5 through 9 years	2.0% of annual salary
10 through 14 years	4.0% of annual salary
15 years	6.0% of annual salary
16 years	6.5% of annual salary
17 years	7.0% of annual salary
18 years	7.5% of annual salary
19 years	8.0% of annual salary
20 years	8.5% of annual salary
21 years	9.0% of annual salary
22 years	9.5 % of annual salary
23 or more years	10.0% of annual salary

27.2 Longevity Pay shall be paid in one lump sum within the pay period of the employee's anniversary. Longevity Pay will be paid by multiplying the appropriate percentage times the base pay (as defined in Section 27.3).

27.3 Annual salary is defined as the "base" pay received from anniversary date to anniversary date. Base pay shall include regular hours worked, Fair Labor Standards Act (FLSA) overtime, emergency (i.e., non-FLSA) overtime, Personal Leave (including Sick Bank use), Funeral Leave, and Jury Leave. Base pay shall not include Incentives, Longevity Pay, and the pay for an Associate's or Bachelor's Degree.

Article 28
CLOTHING

28.1 The District shall furnish uniforms. Uniforms shall be worn only while on duty and/or at District approved events. Employees shall be responsible for the availability, cleaning, repairing and altering, as necessary, of assigned uniforms and equipment. Assigned uniforms and equipment should be kept in a condition as close as possible to when they were issued.

28.2 In the event uniforms and/or gear are damaged during the performance of an employee's duty, and in the absence of employee negligence, the cost for replacement or repair of any such items shall be incurred by the District, subject to the approval of the Chief or his/her designee(s).

28.3(a) The District agrees to furnish each employee with the following uniform items: five (5) pairs of work pants or skirts; five (5) collared golf shirts (polo), dress shirts, blouses, or long-sleeve shirts; and one (1) sweater.

(b) In lieu of the items listed in Paragraph (a) of this Section, employees in the Fire Inspector classification will be furnished with the following uniform items: six (6) pairs of work pants, six (6) collared golf shirts (polo), and two (2) t-shirts. In addition, the District agrees to furnish employees in the Fire Inspector classification with one (1) each of the following uniform items: dress shirt; dress pants; badge; nametag; set of collar brass; belt; pair of shoes; cap (baseball); and winter jacket.

(c) In addition to the items listed in Paragraph (a) of this Section, employees in the Public Education Specialist classification will also receive three (3) t-shirts and one each of the following uniform items: cap (baseball); blazer/pant suit; jacket, badge, name badge, and rain gear.

28.4 The District agrees to provide each employee except for Fire Inspectors with a \$75.00 annual shoe allowance to be paid no later than January 15th of each year. Employees must use this allowance to purchase black shoes appropriate for an office environment. However, employees in the Public Education Specialist classification may use the allowance to purchase athletic shoes.

28.5 Employees in the Public Education Specialist classification may wear appropriate shorts (to be provided by the employee) on such occasions for which the employee has secured written approval in advance of the occasion from his/her Supervisor.

Article 29
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Article 30
PAY SCHEDULE

30.1 Employees shall be paid on a bi-weekly schedule. Pay shall be direct deposited and available to employees on Friday.

30.2 If a payday falls on a Holiday recognized by this Agreement, pay shall be direct deposited and available to employees on the day preceding the Holiday.

30.3 The pay period will end at 11:59 p.m. on Wednesday of each pay period.

Article 31
PENSION

31.1 The District and the Union agree to incorporate the current Pension Program in effect as of March 31, 2000 for civilian employees into this Agreement by reference. The position of Administrative Services Coordinator will be appointed as the District's Administrator and contact person for the Pension Program.

31.2 The District will contribute 15% of an employee's regular pay as the District's contribution to the Pension Plan . Employees shall contribute 7.0% of their regular pay to the Pension Plan.

Article 32
SUCCESSORS

32.1 This Agreement shall be binding upon the successors and assigns of the District and the Union, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either the District or the Union, or by any change geographically or otherwise, in the location or place of business of either the District or the Union.

Article 33
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Article 34
VISITATIONS

34.1 Visits by the families and acquaintances of on-duty employees will only be allowed during assigned lunch periods and breaks, or in the event of an emergency. Visiting children shall be under the direct supervision of an adult visitor. No pets shall be brought into any District building or facility. The behavior of employees and visitors is to be in good taste and appropriate for public view.

34.2 Visits by the families and acquaintances of off-duty employees, by school groups, and by any other interested parties shall be arranged in advance and only with the approval of the Fire Chief or his/her designee(s)

34.3 Walk-ins seeking directions or other assistance shall be treated courteously and moved to an area appropriate for providing the assistance being sought.

Article 35
INSURANCE BENEFITS

35.1 Employees hired prior to October 1, 2004 will continue to receive the benefits provided by the Summary Plan Description as of the last renewal date at no cost to the employee for the duration of this Agreement: health care (including dependent coverage); prescription drug benefits (including dependent coverage); vision care (including dependent coverage); dental care (including dependent coverage); short-term disability for the employee only; long-term disability for the employee only ; and life insurance of \$75,000 (Double Indemnity) and accidental death and dismemberment coverage for the employee only;.

35.2 Employees hired on or after October 1, 2004 may be required to pay some portion of their individual coverage and/or some portion of their dependents' coverage. Any employee hired on or after October 1, 2004, shall continue to receive the benefits afforded at the time of his/her hire for the duration of this Agreement.

35.3 The insurance coverage and benefits provided in this Article shall not be reduced for the duration of this Agreement.

35.4 Employees who have retired from the District shall continue to receive health care, prescription drug benefits, dental care and vision care at no cost for the duration of this Agreement.

35.5 Employees who have retired from the District shall apply for Medicare Parts A and B as their health care provider upon becoming 65 years of age.

35.6 An Insurance Committee consisting of Union and District members is authorized to shop the market prior to the expiration of the current insurance contract to insure the best possible rates and coverage.

Article 36
HOLIDAYS

36.1 The following holidays are those which shall be recognized and observed:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

36.2 Employees working a 40-hour work schedule shall have the above holidays off with compensation at their regular hourly rate for eight (8) hours.

Article 37
EDUCATION AND TRAINING

37.1(a) Employees seeking reimbursement under this Section shall have first received written approval from the Fire Chief or his/her designee prior to enrolling and/or commencing any undergraduate courses.

(b) The District shall reimburse employees taking classes for a Bachelor's Degree in a job-related field as follows: 100% for obtaining an "A"; 90% for obtaining a "B"; and 80% for obtaining a "C". Any such reimbursements shall be limited to a maximum of \$10,000 total.

(c) The District shall reimburse employees 100% of the cost of college-level tuition and other fees upon the successful completion of an approved certificate or an Associate's Degree in a job-related field.

37.2 The District shall reimburse employees \$15.00 per night when attending any approved educational or training programs offered at the State of Florida Fire College.

37.3 Approval of training courses will be at the discretion of the Fire Chief. Eligible training courses are considered to be those which, in the opinion of the Fire Chief are directly related to an employee's current position or to a related higher position and which will improve performance in the current position or prepare the employee for advancement to the higher level of responsibility.

37.4 If an employee voluntarily terminates employment with the District within one (1) year after receiving a reimbursement for any classes or training, the employee will be required to immediately refund the amount received to the District. If an employee terminates employment with the District within three (3) years after receiving reimbursement for any course work toward a Bachelor's Degree under the District's reimbursement program, the employee will be required to reimburse the amount received to the District. If the employee should fail to do so in a reasonable period of time, the District will be entitled to deduct such amount from any wages which may be due the employee upon termination or seek other means of reimbursement.

37.5 Employees shall be paid incentive pay of \$20.00 bi-weekly for serving as a CPR Instructor. Employees receiving incentive pay as a CPR Instructor shall teach a minimum of two (2) classes per Fiscal Year (i.e., October 1 through September 30). Should the employee not teach the required number of classes, the employee shall lose the bi-weekly incentive pay. The Public Education Specialist or Training Officer will arrange all classes.

37.6 Employees who are not eligible to receive Firefighter Supplemental Compensation from the State of Florida may provide the District with a copy of their college transcript(s) and a written statement demonstrating how their degree is related to their current job responsibilities.

In such event, the employee shall receive only one of the following incentive pays: (a) \$20.00 per month for a Certificate Program that is job-related and approved in advance by the Fire Chief or his/her designee; (b) \$50.00 per month for an Associate's Degree; or (c) \$110.00 per month for a Bachelor's Degree.

37.7 All incentive pay provided by the District in this Article shall be included in base pay for pension only.

Article 38
STATION FACILITIES

38.1 The District shall supply and maintain the following at each fire station in which civilian employees are scheduled to work:

- Refrigerator/freezer
- Coffee maker
- Air conditioning and heating units
- Television (32" or larger) & VCR/DVD
(for use by the Public Education Specialist)
- Desks, chairs and proper office supplies for work area
- Microwave oven

The District agrees to furnish the above-listed items in any additional fire stations in which civilian employees are scheduled to work that may be opened during this Agreement.

38.2 The District will not require Union personnel to perform maintenance and repairs, which would normally require a building permit to be pulled within the District. (e.g., construction, carpentry, electrical, air conditioning, plumbing, mechanical, etc.).

38.3 All employees will be required to clean their immediate work areas in addition to their regularly assigned duties. Civilian and administrative employees will maintain shared areas equally.

Article 39
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Article 40
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Article 41
PHONE CALLS

41.1 Employees shall keep personal phone calls to a minimum during working hours. Every attempt should be made to schedule phone calls during assigned lunch periods and breaks.

Article 42
PHYSICALS

42.1 Physicals shall be offered on an annual basis.

42.2 Any civilian employee electing to take a physical shall be required to submit to all parts of the physical.

42.3 The physical shall consist of an examination and any tests necessary to complete the 3-page Medical Examination of the State of Florida Bureau of Fire Standards and Training (DI4-1022), which is provided as Addendum 7 to this Agreement; 12-lead EKG, spirometry, basic vision, hearing screen, TB skin test, HIV testing, CBC (with differential), chem.21, HDL/LDL profile, 8-panel drug screen, urine test. Tetanus and Hepatitis B boosters will be administered as needed. Chest X-rays will be administered during even numbered years.

42.4 Employees who have or will reach their fortieth birthday by their examination date will be given a stool hemocult screen.

Article 43
SODA MACHINE

43.1 The Union shall have the right to place a soda machine at each of the District's fire stations for the purpose of selling soft drinks.

43.2 The machine and drinks shall be supplied by the Union.

43.3 All monies collected from these machines shall be the property of the Union.

Article 44
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Article 45
DURATION OF AGREEMENT

45.1 This Agreement shall be in effect as of the date of ratification by both the District and the Union, and shall remain in full force and effect from October 1, 2004 through September 30, 2007. Subsequently, it shall automatically be renewed from year to year, unless either party shall have notified the other party in writing at least 120 days prior to the expiration of the Agreement on the article(s) that it wishes to modify or add to the Agreement.

45.2 In the event that such notice is given, negotiations shall begin on the specific items listed not later than 20 calendar days after such notification.

45.3 In the end of both the first and second years of this Agreement, the District and the Union agree that no more than one (1) Article may be reopened by either the District or the Union.

45.4 The District and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding any subject or matter not removed by law from collective bargaining, and that the understandings and agreements arrived at by the District and the Union are set forth in this Agreement.

Therefore, the District and the Union each waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

However, nothing in this Agreement shall preclude the District and the Union from mutually agreeing in writing to re-open any of the provisions of this Agreement.

The District agrees that it will collectively bargain with the Union over the impact of any decision that affects any monetary benefits.

IN WITNESS WHEREOF, the District and the Union have caused this Agreement to be signed by their duly authorized representatives on this 13th day of September 2004.

**For the
Bonita Springs
Fire Control and Rescue District:**

**For the
Bonita Springs Professional Firefighters
Local 3444, Inc.
International Association of Fire Fighters:**

**Michael J. Milanowski, Esq.
Human Resources Manager**

**Gregory L. DeWitt
President**

**Roger M. Shelly
Assistant Chief**

**Winthrop K. Telford
Vice President**

**Dan Gourley
Fire Chief**

**Bradley Brown
Treasurer**

**Deborah L. Redfield
Secretary**

This Agreement was approved by the Board of Commissioners of the Bonita Springs Fire Control and Rescue District on this 13th day of September 2004:

**Frank Liles – Chairman
Board of Commissioners**

(End)