

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

Suppression Contract

Effective

10/01/2004 through 09/30/2007

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

**Suppression Contract
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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 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 PERC Certification #952, UC-99-023, dated November 10, 1999.

2.3 The District and the Union agree to jointly petition PERC to amend the bargaining unit to include the classifications of Lieutenant/Training and Fire Inspector/Fire Certified.

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 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 a 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 fire fighting 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 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.

5.3 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 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 of 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 his/her grievance in writing on a Grievance Form (accompanying this Agreement as Addendum 1) to the appropriate Officer in the Grievant's chain-of-command, i.e., the Captain of the shift to which he/she is presently assigned, the Captain/Training or the Assistant Fire Marshal. In addition, the Grievant shall initiate a Grievance Tracking Form (accompanying this Agreement as Addendum 2) and present the form to the appropriate Officer at the same time as the written grievance is presented.

The appropriate Officer shall consider the grievance, and answer the grievance in writing no later than five (5) working days after the Officer's receipt of the grievance. At the same time, the Officer and the Grievant 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 appropriate Chief Officer in the Grievant's chain-of-command, i.e., the Deputy Chief responsible for the shift to which the Grievant is presently assigned, the Assistant Chief or the Fire Marshal. In addition, the Union shall complete the appropriate items on the Grievance Tracking Form and present the form to the Chief Officer at the same time as the written grievance is presented.

The Chief Officer shall consider the grievance, and answer the grievance in writing no later than five (5) working days after the Chief Officer's receipt of the grievance. At the same time, the Chief Officer 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 Chief Officer'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.

(h) Nothing in this Article shall be in contradiction of the provisions of the Fire Fighters' Bill of Rights (Florida Statutes Chapter 112.80-112.84).

Article 9
SENIORITY AND PROBATION

9.1 Each employee will have Department Seniority standing 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 standing 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 that are certified shall be considered on probation for a period of one (1) year from the date of hire; non-certified hires shall have a one (1) year probation from date of certification.

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 Fire Suppression personnel shall work a three (3) platoon, 24-hour shift.

10.2 The 24 hour shift shall commence at 0700 hours and continues through 0700 hours the following day.

10.3 Fire Prevention personnel shall work a 40 hour average work week.

10.4 Fire Prevention personnel shall be afforded a one (1) hour lunch period to commence at 1200 and end at 1300 hours, or as close to these hours as possible.

10.5 Upon the mutual agreement of an employee and the District, an employee may be assigned to a 160 hour-per-28-day work schedule.

Article 11
OVERTIME PAY

11.1 The work period will consist of 14 days; the pay period will consist of the same 14 days. The actual scheduled hours during the 14 day period will either be 96 or 120. The actual scheduled hours during the 14 day period will be averaged to equal 112 hours. The rate of 1-1/2 times the wage will be paid when hours worked exceed an average of 106 hours in a 14 day period.

11.2 The rate of 1-1/2 times the wage will be paid when hours worked exceed 40 hours in a seven (7) day work cycle for Fire Prevention employees.

11.3 Employees assigned to a 160-hour-per-28-day work schedule shall be paid overtime, i.e., (1-1/2 times their hourly wage) for hours worked in excess of 160 hours in a 28-day work cycle.

11.4 In cases of extreme or pending emergency, such as hurricane, flood, riot, or other similar situations, the Fire Chief may waive the established call in procedures.

11.5(a) Employees 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.

(b) If a declared emergency is reimbursable by an outside agency, employees shall be compensated from the time they receive the initial call to report for duty, all subsequent hours worked, and demobilization upon their return.

11.6 Employees required to work beyond their shift shall be paid the actual time worked rounded off forward to the nearest half hour.

11.7 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.

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

11.9 Scheduled personal leave hours for four (4) or more consecutive hours shall be considered time worked when calculating Fair Labor Standards Act (FLSA) overtime. Personal leave for any less hours shall not be considered as hours worked for FLSA purposes. Other than emergencies, Fire Inspectors/Fire Certified may be used to replace a firefighter for no more than four (4) hours.

11.10 A call-in list shall be established by using the seniority list. Once an employee has either worked overtime for more than six (6) hours or turned the additional time down, that employee's name shall be moved to the bottom of the list.

11.11 When emergency leave is granted during a tour of duty, the Assistant Chief or his/her designee may either call in a replacement or operate at reduced manning strength during the balance of that shift.

11.12 Leave time scheduled for attendance at classes in accordance with Sections 37.3 and 37.4 of this Agreement will count as hours worked.

Article 12
SHIFT EXCHANGE

12.1 Employees shall have the right to exchange shifts up to a maximum of 288 hours per Fiscal Year when the exchange does not interfere with the operation of the District and is approved by the Fire Chief or his/her designee(s) before the exchange takes place.

12.2 Employees shall not receive any monetary gain from a shift exchange, except when using the Union Time Pool provided in Article 23 of this Agreement.

12.3 Shift exchanges for District-approved education (i.e., for-credit, undergraduate classes) shall not be counted against the number of hours allowed for shift exchanges.

12.4 An employee who has exhausted the shift exchange maximum may be allowed additional shift exchange hours if the Fire Chief (or his/her designee) in his/her sole discretion, allows additional hours of shift exchange due to extraordinary circumstances.

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 Shift employees shall accrue Personal Leave based on years of continuous service as follows:

First Year 14 hours per month;
2 through 5 years 24 hours per month;
6 through 10 years 30 hours per month;
11 through 15 years 36 hours per month; and
16 or more years 40 hours per month

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 four (4) hours. Requests to use Personal Leave must be made 12 hours 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 No more than four (4) employees per shift may use scheduled Personal Leave at the same time, unless otherwise allowed by the Shift Captain.

13.5 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.

13.6 Employees with "frozen" sick leave balances may use said sick leave only for illnesses or injuries. Illness or injury is defined as requiring absence from work for 12 hours or more. There will be no buy-back or replacement of "frozen" sick leave.

13.7 Shift employees shall not accrue Personal Leave in excess of the stated maximum for the following years of continuous service:

First Year 168 hours;
2 through 5 years 312 hours;
6 through 10 years 384 hours; and
11 or more years 456 hours

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, employees on a 40-hour schedule shall be granted leave with pay not to exceed five (5) working days per death; shift employees shall be granted two (2) 24-hour shifts 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 the purpose of 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 the Captain on their shift 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 any 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.

Article 18

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:

Firefighter (I-III): 5.0%;
Firefighter (IV-V): 7.0%
Lieutenant: 5.0%; and
Lieutenant/Assistant Training Officer: 5.0%

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: Firefighter, Lieutenant, Lieutenant/Assistant Training Officer, and Fire Inspector/Fire Certified.

Addendum 4-A of this Agreement lists the hourly rate to be paid in Fiscal Year 2004/2005 at each step for the classifications of Firefighter, Lieutenant; Lieutenant/Assistant Training Officer; and Fire Inspector/Fire Certified.

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

Firefighter (I-III): 5.0%;
Firefighter (IV-V): 7.0%;
Lieutenant: 5.0.0%; and
Lieutenant/Assistant Training Officer: 5.0%

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: Firefighter, Lieutenant, Lieutenant/Assistant Training Officer, and Fire Inspector/Fire Certified.

Addendum 4-B of this Agreement lists the hourly rate to be paid in Fiscal Year 2005/2006 at each step for the classifications of Firefighter, Lieutenant; Lieutenant/Assistant Training Officer; and Fire Inspector/Fire Certified.

(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:

Firefighter (I-III): 5.0%;
Firefighter (IV-V): 7.0%;
Lieutenant: 5.0.0%; and
Lieutenant/Assistant Training Officer: 5.0%

Thereafter, and effective as of the first pay period following October 1, 2006, employees in the following classifications shall receive a 3.0% cost-of-living increase to their hourly rate: Firefighter, Lieutenant, Lieutenant/Assistant Training Officer, and Fire Inspector/Fire Certified.

Addendum 4-C of this Agreement lists the hourly rate to be paid in Fiscal Year 2006/2007 at each step for the classifications of Firefighter, Lieutenant; Lieutenant/Assistant Training Officer; and Fire Inspector/Fire Certified

(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 Any employee who becomes uninsurable by the Districts liability coverage for drivers of District equipment will have his/her pay reduced by 5.0%.

18.4 Any employee assigned as an Acting Captain shall receive the hourly rate for Fire Captain IV for each hour actually worked as an Acting Captain.

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

Non-Certified Firefighter: Must successfully obtain State of Florida Minimum Standards Certification and become “Certified” prior to the completion of his/her probationary period:

Firefighter I: Must be a State of Florida Minimum Standards Certified Firefighter; have fulfilled the entrance requirements of Chapter 2 of NFPA 1001, but not necessarily completed the objectives of Firefighter I. These objectives must be completed prior to the completion of the probationary period; and obtain State of Florida Emergency Medical Technician (EMT) certification prior to the completion of the probationary period. Employees hired as non-certified shall have one (1) year from the date of becoming a Firefighter I to obtain State of Florida certification as an EMT.

Firefighter II: Must have been a Firefighter 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 3 of NFPA 1001; and have obtained Basic Life Support (BLS) privileges.

Firefighter III: Must have been a Firefighter II for a minimum of one (1) year; have completed all of the work processes and study materials necessary to perform at the standards for this level per Chapter 4 of NFPA 1001; have successfully completed “Fire Service Hydraulics”, “Fire Apparatus Operations” and obtained State of Florida State Pump Operator Certification.

Firefighter IV/Engineer: Must have been a Firefighter III for a minimum of one (1) year; and have successfully completed at least four (4) classes needed to obtain Fire Officer One Certification.

Firefighter V/Engineer: Must have been a Firefighter IV for a minimum of one (1) year: and have successfully completed at least five (5) classes needed to obtain Fire Officer One Certification.

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

Lieutenant I: Must have been a Firefighter V/Engineer for a minimum of one (1) year; been promoted to the Lieutenant classification through testing; and successfully completed at least seven (7) classes needed to obtain Fire Officer One Certification.

Lieutenant II: Must have been a Lieutenant 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 2 of NFPA 1021; and have obtained Fire Officer One Certification.

Lieutenant III: Must have been a Lieutenant II for a minimum of one (1) year; and have obtained Fire Instructor I. Certification.

Lieutenant IV: Must have been a Lieutenant III for a minimum of one (1) year; and have successfully completed at least ten (10) classes needed to obtain an Associate's Degree in Fire Science or a related field within one (1) year of advancement to Lieutenant IV.

Lieutenant V: Must have been a Lieutenant IV for a minimum of one (1) year; and meet all of the requirements of the District's Classification Description for Captain within one (1) year of advancement to Lieutenant V.

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

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

Fire Inspector/Fire Certified II: Must have been a Fire Inspector/Fire Certified 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 Fire Science or a related field.

Fire Inspector/Fire Certified III: Must have been a Fire Inspector/Fire Certified 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 Fire Science or a related field.

Fire Inspector/Fire Certified IV: Must have been a Fire Inspector/Fire Certified 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 Fire Science or a related field.

Fire Inspector/Fire Certified V: Must have been a Fire Inspector/Fire Certified 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.

19.4 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.

23.2 All dues paying Union members in good standing from the Suppression Division shall contribute ten (10) hours annually from their Personal Leave hours. All dues paying Union members in good standing from the Prevention Division 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.

23.3 Members requesting hours from the Time Pool must have prior approval from either the Union President or his/her designee. Any member who is off on Union business shall arrange that their replacement shall be of the same rank. The person who agrees to work shall be paid at his/her pay rate. The working member shall meet all qualifications of the rank he/she is replacing.

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
PERSONAL APPEARANCE

25.1 Employees will maintain a professional and reasonable appearance.

25.2 Employees will maintain a professional and reasonable appearance with regard to hair style and length. Employees who choose to have long hair will keep it pulled back so as to prevent it from falling into their face and eyes.

Employees shall have a clean shaven face while on duty, i.e., employees shall not report to duty with any facial stubble.

Employees may have a mustache that does not fall more than ½" below the corners of the mouth and/or sideburns that do not exceed 1" in width and not extend below the bottom of the ear lobe.

Notwithstanding the provisions of this Section, hair that comes between the face and the sealing surface of the self-contained breathing apparatus (SCBA) shall not be permitted. Personnel safety is of utmost importance.

25.3 Employees will maintain themselves in a professional and reasonable manner in with regard to personal hygiene. This is to include cleanliness of the body, hair, teeth, and breath.

25.4 Employees will maintain their finger nails in a professional and reasonable manner. Employees will keep their nails groomed to a length that will not interfere with their ability to safely perform their job.

25.5 Employees will maintain their uniforms in a professional and reasonable manner. This is to include keeping shoes polished, uniforms clean and pressed, shirt tails tucked in, and BDU pants pocket flaps buttoned.

25.6 No jewelry of any type may be worn while on duty, except for neck chains, one band style ring on each hand that will not interfere with the donning or wearing of latex gloves, and/or one bracelet.

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 District 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 descriptions for each of the classifications covered by this Agreement shall be included as Addendum 6 of this Agreement.

Article 27
LONGEVITY PAY

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, Jury Leave, and Acting Captain pay. Base pay shall not include Incentives, Holiday Pay (excluding employees on a 40-hour schedule), 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 Fire Chief or his/her designee(s).

28.3(a) The District agrees to furnish each employees 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); work-out shorts (not applicable to Fire Inspectors/Fire Certified); winter jacket; and 2-piece wildlands suit.

(b) In addition to the items listed in Section 23.3(a), Suppression employees shall also be furnished with: one (1) pair work pants (BDU)*; two (2) pairs work shorts (BDU)*; and four (4) t-shirts. * Not to exceed three (3) pairs of any combination of BDU pants or and BDU shorts.

(c) In addition to the items listed in Section 23.3(a), Fire Inspectors/Fire Certified shall also be furnished with: six (6) golf shirts; six (6) pairs of work pants; and two (2) t-shirts

28.4 Pants and shorts shall be worn with plain white socks no higher than mid-calf with District issued shoes.

28.5 The Safety Committee will make recommendations to the Chief regarding the following:

- 1 (one) set of bunker gear with gloves, helmet, Nomex hood and suspenders;
- 1 (one) pair of leather bunker boots (pull-up or zip-up at employee's preference)
- 1 (one) bunker gear bag
- 1 (one) 25' 1" webbing
- 1 (one) MMR MSA mask with bag

All of the items in this Section will meet or exceed NFPA standards and will be replaced on an as-needed basis.

Article 29
FOOD PICK UP

29.1 Employees shall be permitted to use a District vehicle to make a maximum of two (2) food pick ups per day, per station. Food pick-ups may only be within the service area of the station of the employees making the pick-up, unless there is no chain supermarket in the service area. If there is no chain supermarket in the service area, pick-ups shall be limited to the closest chain supermarket.

29.2 On-duty employees may not leave the work premises without the specific approval of their immediate supervisor.

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.

Article 31
PENSION

31.1 The District and the Union agree that the Pension Plan adopted May 30, 1995, shall be incorporated herein by reference. The District and the Union shall negotiate any changes to the Pension Plan.

31.2 Each employee shall contribute 5.0% of his/her salary into 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
MINIMUM STAFFING

33.1 The District shall make every reasonable effort to provide a minimum of 16 State of Florida Certified Firefighters on each shift. This number will be increased to 19 with the opening of Station 4.

33.2 If sufficient personnel are not available to meet the minimum staffing requirements, fire fighters shall be retained or recalled on overtime.

Article 34
VISITATIONS

34.1 On-duty employees may receive visitors. Visiting will be permitted only between the hours of 1800 and 2100 hours. Under no circumstances shall visitors be allowed in any District building, except for the necessary use of restroom facilities. Visits are to take place in the rear parking areas of the Fire Stations. Visiting children shall be under the direct supervision of an adult visitor.

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 Shift Captain.

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 The District agrees to abide by the Florida Statutes as they apply to any disease for which there is a presumption that the disease was accidental and incurred in the line of duty.

35.7 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 other than a 40-hour schedule shall receive 11.2 hours of straight time pay for each such holiday.

36.3 Employees working a 40-hour 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 Fire Science or a related fire service 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 taking Paramedic classes and/or classes for an Associate's Degree in Fire Science or a related fire service field at 100%.

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.

37.35 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 within that employee's chosen career ladder. The training required to obtain the certifications listed in Section 37.4(a) (below) shall automatically be approved and reimbursed.

37.4(a) The District agrees to pay bi-weekly incentive pay in the indicated amounts to employees holding the following applicable certification(s): Florida Emergency Medical Technician (EMT) at \$50.00; Florida Fire Officer I (FOI) at \$30.00; Florida Fire Instructor at \$15.00; Florida Smoke Divers/Rapid Intervention Rescue at \$15.00; American Heart Association CPR Instructor at \$20.00; Florida Pump Operator (applicable only to Firefighters in Steps 1, 2 and 3) at \$20.00; Hazmat Technician at \$20.00; and MSA Repair Technician (limited to one { 1 } per shift) at \$20.00.

(b) Firefighter/Paramedics will be paid bi-weekly incentive pay as follows: \$150.00 at Step 1; \$195.00 at Step 2; and \$240.00 at Step 3. The requirements for attaining each of these steps is provided as Addendum 8 to this Agreement. The incentives for Paramedics shall not be counted in determining the maximum of five (5) incentives.

(c) In addition to the incentives provided in (a) of this Section, Fire Inspectors/Fire Certified will be eligible for bi-weekly incentive pay in the indicated amounts for holding the following State of Florida certification(s): Building Inspector at \$30.00; Building Plans Examiner at \$40.00; and Fire Safety Inspector II at \$20.00.

37.5 Employees shall be eligible to receive incentive pay for up to a maximum of five (5) incentives. The incentive for Emergency Medical Technician (EMT) shall not be counted in determining the maximum of five (5) incentives. EMT certifications will not be paid once an employee advances to paramedic.

37.6 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 towards 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.

37.7 Lead Coordinators will be paid incentive pay of \$ 50.00 bi-weekly. There shall be only one (1) Lead Coordinator per specialty not in addition to the Special Operations Coordinators.

37.8 Fire Instructors shall conduct independent instruction in both class room and field, as well as instruction assigned by the Training Officer.

Employees receiving incentive pay for as a CPR Instructors 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.

37.9 Special Operations Coordinators (SOC's) will be paid incentive pay of \$40.00 bi-weekly and shall coordinate up to a maximum of two (2) specialties. SOC's will be selected based upon previous experience in the specialty, current certifications in the specialty and an interview with the Deputy Fire Chief/Training Officer. SOC's in each specialty will be afforded up to a maximum of 24 hours of extra time a year to be used for mandatory meetings and or mandatory training. SOC's will receive incentive pay as long as the program is in effect. If an SOC withdraws or is removed from the program, incentive pay will not be paid. This incentive shall not be counted in determining the maximum of five (5) incentives.

37.10 Emergency Medical Services (EMS) Coordinators will be paid incentive pay of \$40.00 bi-weekly. This incentive shall not be counted in determining the maximum of five (5) incentives.

37.11 Up to a maximum of 15 employees in rank order from the list of eligible employees for promotion to Lieutenant will be paid incentive pay of \$55.00 bi-weekly for their service as Acting Lieutenants. Testing for the eligibility list for promotion to Lieutenant shall be done every 24 months. The eligibility list for promotion to Lieutenant shall be in force for 24 months or until there are five (5) or fewer names on the eligibility list. This incentive shall not be counted in determining the maximum of five (5) incentives. Up to a maximum of three (3) temporary vacancies for a Lieutenant shall be filled from among those employees receiving the incentive pay provided in this Section.

37.12 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:

- Beds
- Bedspreads
- Lockers (one per person) H72" x W12" x D18"
- Stove
- Washing machine and dryer (at Station #1)
- Refrigerator/freezer
- Oven
- Basic pots and pans (excluding aluminum)
- Dishwasher
- Coffee maker
- Air conditioning and heating units for living, kitchen, bunk, day, bathrooms, and watch quarters
- Television (32" or larger) and VCR/DVD
- Tables and chairs - proper seating arrangements in living areas
- Janitorial and cleaning supplies (for maintaining stations)
- Kitchenware, including plates, cups and utensils
- Microwave oven
- Station exercise/weight equipment
- Kitchenware (dishes, utensils, cups, glasses, baking and microwave ware)
- Gas grill

The District agrees to furnish the above-listed items in any additional fire stations that may be opened during this Agreement.

38.2 The District shall not be required to supply food or linens.

38.3 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.).

Article 39
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Article 40
WORK SCHEDULE

40.1 The regular work routine for shift employees shall be done between 0700 and 1600 hours with a specific period for physical fitness between 1600 and 1700 hours, unless a work assignment is deemed necessary at the discretion of the Fire Chief, Assistant Chief, Deputy Chief or Shift Captain.

40.2 The District agrees that a “holiday routine” shall apply on those holidays set forth in Article 36 of this Agreement. The “holiday routine” shall be construed to mean a relaxed work schedule for the duty shift, after routine station cleaning, checking out of trucks and other necessary duties have been completed.

40.3 The work routine on Sundays shall be done between 0700 and 1200 hours and shall consist of a light routine with no outdoors work, unless a work assignment is deemed necessary at the discretion of the Fire Chief, Assistant Chief, Deputy Chief or Shift Captain.

Article 41
PHONE CALLS

41.1 Employees shall be permitted to receive and make out-going phone calls while on breaks, lunch, and after 1700 hours.

41.2 On-duty employees may carry cell phones on silent mode in compliance with Section 41.1 (above). The District shall have no responsibility for cell phone damage, even in the event of damage resulting from work assignments.

Article 42
PHYSICALS

42.1 Physicals shall be given on an annual basis.

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.

42.2 Employees who have or will reach their fortieth birthday by their examination date will be given a stress test and 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 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
Union 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 13 day of September 2004:

**Frank Liles – Chairman
Board of Commissioners**

(End)