

Collective Bargaining Agreement

Between

The Immokalee Fire Control
District

And

North Collier Professional
Firefighters and Paramedics
Local 2297

Contract Term: 2023-2026

Special thanks to all parties involved negotiating this document. This bargaining agreement was adopted and ratified upon with collaborative cooperation between IFCD staff and representation of Local 2297, North Collier Professional Fire Fighters and Paramedics.

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Article 1

Preamble

This Memorandum of Agreement (hereinafter “contract” or “agreement”) is entered into and between the Immokalee Fire Control District (hereinafter “District”), and the North Collier Professional Fire Fighters and Paramedics, International Association of Firefighters Local 2297 AFL-CIO, (hereinafter “Union”).

It is the purpose of this Memorandum to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Article 2

Recognition

Section 2.1 – Union Recognition

In accordance with applicable law, the District recognizes the Union, as the exclusive bargaining representative for the purpose of negotiating wages, hours and other terms and conditions of employment of bargaining unit employees including all the public employees the Union has been certified by PERC to represent, according to Certification #1688, Amended February 27th 2018

Article 3

Management Rights

Section 3.1 – Specific Rights

The Union recognizes that the District possesses the exclusive right to operate and manage the District and direct the workforce and that the rights, power, authority, and discretion which the District deems necessary to carry out its responsibilities and missions, shall be limited only by the specific and express terms of this Agreement, and not by implied obligations.

These parties agree in addition to the management rights set forth by Florida Statutes and all applicable laws. The exclusive rights of the District include but are not limited to the following:

1. Maintain order, discipline, and efficiency of operation.
2. Maintain and enforce policies, procedures, rules and regulations.
3. Hire, direct, schedule, examine, classify, train, promote, transfer from shift to shift, and assign employees, work stations, apparatus, vehicles and equipment.
4. Evaluate, discharge, demote, suspend, or otherwise discipline employees for just and proper cause.
5. Require, select, institute, maintain, or close the operation of any facility, apparatus, or equipment as necessary for the economical carrying out of the operations of the District.
6. To relieve employees from duty because of lack of work, insufficient funds or other legitimate reasons as set forth in this Article.
7. To determine the methods, means and personnel by which operations are to be conducted, including the right to enter into contracts for services unrelated to the primary duties of first responders or inter-local agreements.
8. To determine the number, types and grades of positions or employees employed or assigned to an organization unit, department or project.
9. To determine internal security practices.

The District Board has the sole authority to determine the purpose and mission of the District and all its employees and the amount of the budget to be adopted. Delivery of District services in the most efficient and effective manner is of paramount importance to the District.

Section 3.2 Civil Emergency

If, in the sole discretion of the Chief or designee of the District it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane

conditions or other catastrophes, the maximum hours worked according to Article 14.4 of this Agreement may be suspended by the District during the time of the deemed emergency, provided that wage rates and monetary fringe benefits shall not be suspended. No other articles of this contract may be suspended due to civil emergencies.

Section 3.3 Policy Changes

The District agrees to provide notice to the Union, in writing, of any change in the policies or rules prior to implementation that affects wages, hours of work or terms of employment, absent extenuating circumstances, the Union will have ten (10) business days from the date of the notice or, if no notice was given, from the date the internal Union official(s) became aware of any proposed change, to file any objections to the proposed changes with the District, which shall consider the objections before making its final decision. The objections, if any, will be filed with the Chief.

Section 3.4 – Impact Bargaining

Nothing contained in this Article shall be interpreted as a waiver of the Union’s right to bargain over any impacts related to wages, hours and/or terms and working conditions.

Article 4

Employee/Union Rights

Section 4.1 – Employee Rights

Employees of the District shall have the right to form, join and participate in the Union. Employees shall have the right to negotiate collectively with the District in the terms and conditions of their employment. Employees shall have the right to be represented in grievances on all terms and conditions of their employment. Employees shall have the right to engage in concerted activities not prohibited by law, for the purpose of collective bargaining. Employees shall have the right to express or communicate to management any view, grievance, complaint or opinion related to any term or condition of employment, all from interference, restraint, coercion, discrimination or retaliation. Employees engaged in such activity shall use the chain of command.

Section 4.2 – Subcontracting/Privatization Notice

Should the District commence consideration or investigation into the subcontracting or privatization of work presently performed by bargaining unit employees, the District shall immediately provide written notice to the Union. The District shall provide to the Union all materials, regardless of form, relating to said subcontracting or privatization, immediately upon the materials becoming public record.

Article 5

Strikes

Section 5.1 – Definition of Strike

The definition of “strike” is that contained in Florida Statutes, Chapter 447, Section 447.203 (6), or as such Section may be amended.

Section 5.2 – Prohibition of Strikes

The Union agrees that there shall be no strikes as defined in this Article. In the event of any breach of this Article, the Union agrees that the District shall have all statutory rights of recourse as contained in the provisions of Florida Statutes, Chapter 447, or as such Chapter shall be amended.

Section 5.3 – Prohibition of Lockouts

The District agrees that nothing in this Article shall prohibit otherwise lawful informational picketing. The District further agrees that it shall not lock out employees for the duration of this Agreement.

Article 6

Non-Discrimination

Section 6.1 Definition

All reference in this contract to employees of the male gender is used for convenience only and shall be construed to include both male and female employees.

Section 6.2 – Protected Class

Nothing in this Agreement shall prevent compliance with applicable governmental laws or lawful regulations including laws prohibiting discrimination on the basis of race, creed, religion, color, age, national origin, sex, or disability according to State law, Federal law or applicable state or Federal Administrative Code. The parties agree not to interfere with the right of any employee covered by the Agreement to become a member of the Union, withdraw from membership in the Union or refrain from becoming a member in the Union. There shall be no discrimination against any employee covered by the Agreement by reason of Union membership or activity or lack of Union membership or activity.

Article 7

Dues and Deductions

Section 7.1 Payroll Deductions of Union Dues

The District agrees to deduct on each pay period, the dues and assessments in an amount certified to by the Treasurer of the local Union from the pay of those employees who individually request in writing that such deductions be made. The District shall remit the total amount of deductions each month to the Treasurer of the Union. An employee may, at any time, on forms provided by the Union, revoke his/her union dues and deduction and shall submit such revocation form to the District with a copy of such revocation form to the Union. The District shall only stop Union dues deductions on the first pay period in each calendar month. Upon receipt of a lawfully executed written authorization form from an employee the Fire District agrees to deduct a FIREPAC deduction of such employee from his/her paycheck and remit such deductions to the duly elected Treasurer of the Union. An employee may, at any time, on forms provided by the Union, revoke FIREPAC deduction and shall submit such revocation form to the District with a copy of such revocation form to the Union. The Fire District shall only stop FIREPAC deductions on the first pay period of each calendar month.

Notwithstanding the foregoing, the District shall ensure dues deductions cease within 30-days of receipt of the notice in accordance with applicable law. The Union agrees to indemnify, defend and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this article. There shall be no charge made by the District for these deductions.

Article 8

Merger with other Fire Departments

The District agrees that if a department is merged with the Immokalee Fire Control District or that the services of the District are transferred to, consolidated with or assumed by another agency, unit of government or other party or entity, the District will make every effort to secure an agreement with the new entity to hire all District bargaining unit employees with no loss of pay, seniority, salary, benefits, pension, health insurance coverage, rank level of responsibility or assignment, or other prerequisite of employment.

Whenever a merger discussion is authorized by the Fire Commissioners involving fire services, the Union shall be informed and be given the opportunity to discuss the merger as it pertains to matters covered in this Agreement.

Article 9

Seniority

Section 9.1 – Definition

Seniority shall be determined by continuous service with the District calculated from the date of employment including the periods specified in section 9.2. If two or more employees have the same date of hire, relative seniority will be determined by the individual's total score in the hiring or promotion process, with the highest number being the most senior. Where an employee began employment in a temporary fulltime position, but later attained a regular full-time position without a break in service outlined in 9.3, the seniority date is the employee's original date of employment with the District.

Section 9.2 – Calculation of Seniority

In computing an employee's seniority, the following approved periods of time shall be included:

1. Leaves of absence
2. Vacation periods.
3. Periods of illness or accidents up to one (1) year.
4. Qualifying periods of service in the Armed Forces of the United States.
5. Leave granted under the Family Medical Leave Act (FMLA).
6. Periods of comp time use.
7. Temporary Full Time.

Section 9.3 – Loss of Seniority

Unless otherwise stated, an employee shall lose all accumulated seniority if:

1. Employee voluntarily quits.
2. Employee is discharged and not reinstated with full benefits under the District.
3. Employee fails to return to work at the end of any period specified in section 9.2.

Section 9.4 – Probationary Period

The first twelve (12) months of employment with the District shall be considered probation. A full-time employee will be off probation upon receipt of "satisfactory" performance evaluations, which are performed during the first 12 months of employment. The probationary period may be extended for proper cause. The Union will be advised of any extension of probation or other change in employment status. If no such advisory is received within ten (10)

business days of the end of said probationary period the employee shall be considered off/out of the probationary period.

Article 10

Rules and Regulations

All members will adhere to District Policy 701 Employee Conduct and Work Rules

Article 11

Grievance and Arbitration Procedure

Section 11.1 – Purpose

In a mutual effort to provide harmonious working relations between the parties of this Contract, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specified terms of this Contract.

Section 11.2 – Definition

1. A grievance within the meaning of this Contract shall consist of alleged violations of this contract resulting from disputes about interpretations and applications of particular articles of this Contract and disputes over formal disciplinary action.
2. The term business day is defined as Monday-Friday, exclusive of District holidays that fall on or during the Monday-Friday work week.

Section 11.3 – Grievance Procedure

Step 1:

The employee or the Union shall reduce the grievance to writing, sign and file it within fourteen (14) calendar days of the occurrence which gave rise to the grievance or within fourteen (14) calendar days of when he/she/the Union knew or should have known of the occurrence, whichever last occurs. An employee shall file his/her grievance with the Union or directly with the Chief within the time provided above. If the employee files directly with the Chief, the grievance shall include:

- a. A statement of the grievance and a brief statement of the facts involved.
- b. The remedy requested.
- c. The Article and Section of the agreement which grievant claims has been violated.

The Union shall have no obligation or right to process a grievance filed directly with the Chief, but shall be notified of the Step 3(A) grievance meeting and arbitration, if any, involving a direct filed grievance.

Step 2:

The Union Grievance Committee upon receiving a written and signed grievance not filed directly with the Chief under Step 1 above shall determine if a grievance exists. If in its opinion no grievance exists, no further action is necessary and the grievance shall not be subject to resolution under this contract.

Step 3:

a. For grievances filed by employees directly with the Chief, the Chief or his designee, shall meet with the grievant to discuss and attempt to resolve the grievance within fourteen (14) calendar days after the grievance is filed with the Chief.

b. For grievances filed under Step 2, if the Union Grievance Committee believes a grievance does exist, as soon as reasonably possible but in no event not more than twenty-one (21) calendar days after the grievance is filed with the Union, the Union Grievance Committee shall, with or without the physical presence of the aggrieved employee, present the grievance in writing, and signed by the Committee Chairman, to the Chief for adjustment. The grievance shall include:

- The name or classification of the grievant(s).
- A copy of the Step 1 grievance showing the date originally filed.
- The remedy requested.
- The Article(s) and Sections(s) of the CBA claimed to be violated.

c. The Chief shall respond within twenty-one (21) days.

Step 4:

Within twenty-one (21) calendar days after the Chief's decision in Step 3(c); if the grievance has not been settled, the Union or the employee shall submit the grievance to the Commissioners for review at their next regularly scheduled meeting. The Commission shall render a decision or decide to waive review not later than at its next regularly scheduled meeting. Failure to make a decision shall be deemed a waiver. A waiver by the Commission shall be deemed an adoption of the Chief's position. The Chief shall notify the Union in writing of the Commissions' decision, waiver or failure to make a decision within twenty-one (21) days.

Section 11.4 – Arbitration:

If the grievance is not resolved in Step 4 above, within twenty-one (21) calendar days of receipt of the Chief's notice in Step 4, the Union may initiate arbitration proceedings by advising the Chief in writing of its intent to arbitrate.

1. Selection of Arbitrator: As soon after the request for arbitration is served as is conveniently possible, the parties shall meet or confer by telephone in order to select an arbitrator to hear and decide the grievance. If the parties are unable to agree to an arbitrator, the Union shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to supply the parties with a panel of seven (7) arbitrators. Within fourteen (14) days after receipt of such panel, the parties will meet or confer by telephone or in person to select an arbitrator. The Union and the District shall each have the right to alternately strike three (3) names from the list. The name remaining shall be the arbitrator. The arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees. The fees and expenses of the arbitration shall be borne equally by the parties. Each party shall be responsible for its own attorney's fees, any court reporting services it wishes to use, and the wages of off-duty employees, whether they be witnesses, potential witnesses, representatives, or grievant(s), it utilizes in any arbitration proceeding.

2. Authority of Arbitrator: The arbitrator shall in no way, change amend or modify the terms of this Agreement and shall award no monetary relief for any period prior to the occurrence grieved.

- a. The Arbitrator shall confine himself exclusively to the question which is presented to him.
- b. The Arbitrator shall issue the award within thirty (30) days after the hearing.

3. Time Limits: The time limits set forth in paragraph two (2) and three (3) are to be considered of the essence of the grievance and arbitration procedure, and failure of the employee or the Union to meet any time limit set forth therein shall, unless the parties by mutual agreement have extended a time limit, constitute waiver of the grievance and acceptance of the District's position.

4. Grievances by Non-Union Member: When the Union refuses to process a grievance for an employee because of the employee's non-membership in the Union, if by law the employee has the right to process his grievance under this contract, the employee shall assume all the burdens, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his grievance.

5. General: The filing of a grievance shall in no way interfere with the right of the District to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. Employees shall abide by the management decision involved in any grievance until the grievance is finally resolved in accordance with this Article and applicable law.

Article 12

Personnel Reduction

Section 12.1 – Definition

In the event of layoffs or reduction of personnel, dismissal of employees will be based on employees' seniority and performance evaluations; however, performance evaluations will only serve as a determining factor when two (2) or more employees with the same amount of seniority are subject to any personnel reduction. Employees in temporary status will be laid off first, followed by employees in new-hire probationary status. Layoffs will continue by seniority in rank, lowest rank first.

Exceptions to layoff – If the Fire Chief shall find that a specific employee should be retained despite a lower seniority position because of special skills, abilities, or training that are essential to the efficient operation of the District or the organizational unit, not including employees in new-hire probationary status. The Chief shall document in a written report that sets forth in detail the specific skills, abilities, or training possessed by the member and the reasons why the member is essential to the efficient operation of the District or the organizational unit. A copy of the report will be provided to Local 2297 executive Board for review prior to layoff.

In the event of the District recalling for employment, the District must offer employment in the reverse order of layoffs. After receiving an email sent to the employee's personal email address on file with the District, the employee must respond within seven (7) business days by signifying in writing their intention of returning to work. The District shall also send a copy of the communication to the employee by either certified mail or using a nationally recognized delivery service (e.g. Federal Express, UPS, etc.) Email is considered received on the date sent, if sent prior to 5:00 p.m. EST, or the following business day if sent after 5:00 p.m. EST. Employees shall maintain a current personal email address and mailing address with the District for these purposes. The employee(s) who have responded in writing signifying the intent to return will be given first priority when position(s) become available. The employees who have failed to respond in writing or who failed to respond within the deadline shall not be eligible for rehire under the provisions of this Article, but may be rehired as new employees without seniority rights as described in this Article. When an employee returns after recall as a regular full-time employee all benefits will be the same the effective date of lay-off. This is to include pay, health/dental insurance, level or step as relating to vacation leave. The returning employee will be held to all potential reductions in pay and benefits as provided for in the current CBA.

In the event of layoff of personnel, employees subject to layoff shall be permitted to “bump-down” to the next lower job classification for which they are qualified. This process of “bumping down” will continue until the least senior employees in the lowest job classification are laid off. Employees must meet the qualifications for the job classifications for the position they are bumping into.

Section 12.2 – Calculation of Seniority (only applies to this Article)

1. Periods of temporary layoff for a regular employee up to five (5) years.

Section 12.3 – Loss of Seniority

1. Employee has been continuously laid off for a period of more than five (5) years.
2. Employee fails to signify in writing the intent to return to work within seven (7) business days of receipt of the letter advising of the recall.
3. Employee fails to return to work on the date designated in a notification to return to work following a layoff.

Section 12.4 – Employees Laid Off

Employees who are laid off and rehired within five (5) years will not be considered a probationary employee as it refers to Sick Bank, Vacation Bank, and Incentives.

Article 13

Testing and Promotions within the Unit

Section 13.1 – Definition

A promotion is defined as movement from a lower rank to a higher rank within the bargaining unit (i.e. firefighter to engineer, engineer to lieutenant). Promotions to a rank or position outside the bargaining unit are not covered by this Agreement.

Section 13.2 – Selection for Promotions

1. Promotions are offered in an effort to recognize and award an employee for permanent acceptance of increased responsibilities. Employees shall pass the promotional process in order to promote to a full time position.
 - a. The promotional selection process may consist of the following components.
 - i. Written examination taken from materials published in a list to candidates 30 days prior.
 - ii. An oral interview with a panel consisting of a minimum of three individuals, two of whom should be fire service professionals not affiliated with the District and chosen by the same. If the District is unable to secure two fire service professionals not affiliated with the District after reasonable attempts, two members of the panel may be affiliated with the District with only one unaffiliated.
 - iii. Practical scenarios
 - iv. Evaluation of each candidates experience and education
2. Testing sections shall carry the following percentages towards the final promotion exam grade.
 - a. Written 20%
 - b. Oral 30%
 - c. Practical 30%
 - d. Experience and education 20%, which shall include a demonstrated preference through scoring where the employee has experience in the applicable Acting Lieutenant or Acting Driver Engineer role

3. Candidates must pass the written examination with a grade of 70% or better to qualify for the practical and then must pass the practical to be interviewed by the panel. However, if the Bureau of Fire Standards and Training increases the passage rate for state-required written and/or practical certification exams, the District's passage rate shall automatically increase to match the state passage rate.
4. Practical scenarios will be based on an objective bench mark and scoring process that may include critical failures precluding the candidate from continuing in the process. Candidates with critical failures confirmed by the evaluating panel will not continue in the process.
5. Promotional lists shall remain valid in effect for a period of two calendar years for the purposes of additional promotions as the need arises. Testing may be conducted every TWO (2) years between the months of August-October, unless an opening presents itself or both parties agree to create a list. Where a non-probationary bargaining unit member is not eligible to test on the designated testing date, but would be eligible to test (by meeting the qualifying criteria in Section 13.5 or 13.6) within six (6) months of the designated testing date, the District shall allow the employee to test and be placed on the promotional list, but the employee shall not be eligible to act or promote into the higher-level position until the employee successfully achieves all such qualifying criteria in Section 13.5 or 13.6. In the event the employee fails to successfully achieve all such qualifying criteria within six (6) months of the designated test date, the employee shall be removed from the promotional list.
6. If no promotional list exists at the time a promotional vacancy occurs, and the District has not implemented a hiring freeze or slated the position for elimination, the District will give an emergency promotional exam and fill the position within 120 days, subject to budget. Where extenuating or unusual circumstances exist, the parties may agree to extend the time frame. Where the District is operating under emergency conditions as declared by Federal, State, or local authority, the time frame shall be automatically tolled during the declared emergency.
7. The Union shall be permitted to have an observer present at all testing procedures for bargaining unit positions at no cost to the District.
8. A notice of promotional testing shall be published to all department employees for review not less than 30 days prior to the start of the promotional testing. This notice shall contain all details, dates and times for the testing sections and shall be strictly adhered to throughout the process once published.

- a. Within five (5) business days of the close of the promotional testing, a candidate list shall be published and shall be posted by the District listing the employees by the employee's FCDICE number with their final scores ranked in order of final results. From the list, employees who end the process with a 70% or better shall be eligible for promotion. Employees shall be placed on the list in the order of their ranking. The Fire Chief will promote from the top three.

To be eligible to take the promotional test and/or promote all personnel must meet the requirements as outlined in this Article. For eligibility to participate in promotional testing, years of service requirement will be 1 less year of service than indicated in qualification to be promoted and have successfully completed probation in current position.

For acting out of class/ride up positions once the employee has completed the associated task book they no longer need to retest in order to keep their ride up/acting out of class status unless they have lost acting out of class/ride up status due to disciplinary action. This only applies to acting out of class/ride up status and does not apply to the promotional list.

Section 13.2.1 – Promotion/Transfer Delayed or Denied

In the event the selected member is on temporary medical leave or light duty, promotion/transfer will be delayed until member is fully capable of performing all essential physical and mental functions of the position.

Promotion/transfer will be delayed pending resolution of any open and/or ongoing inquiry and/or investigation of the candidate. Promotion/transfer may be denied at the discretion of the Fire Chief if any open and/or ongoing inquiry and/or investigation results in disciplinary action of probation status. Promotion/transfer will be denied if any open and/or ongoing inquiry and/or investigation results in disciplinary action that would have otherwise resulted in the candidate not meeting the qualifications for the position as indicated in 13.5 and 13.6.

Section 13.3 – Probation

Any time an employee accepts a promotion within the District, that employee shall be on probation for the first six (6) months in the new position. At any time during the six (6) month probation period, the employee may be demoted with just cause and returned to the employee's prior job classification, without loss of seniority. A demoted employee will be paid at the rate the employee would have received had he/she not been promoted.

Section 13.4 – Pay upon Promotion

Upon promotion to a classification with a higher pay grade, the employee shall receive the base salary of the new position or a 5% pay increase, whichever is greater.

Section 13.5 – Testing Requirements for Lieutenant

Qualifications:

- Not less than (4) years of experience; and a minimum of (3) years with the District.
- History of meeting “satisfactory” ratings in the performance evaluations over the past two-year period.
- No suspension, demotion within one year.
- Possession of a valid Florida Driver’s License.
- Possession of a valid EVOC or EVDT certificate.
- Possession of Florida Pump Operator Certification
- Possession of State of Florida Fire Officer One certificate.
- Possession of State of Florida EMT and/or Paramedic License for all personnel hired after September 30, 2012.

Section 13.6 - Testing Requirements for Engineer

Qualifications:

- Not less than (2) years’ experience; and a minimum of (1) year with the District, unless insufficient numbers of candidates exist to fill promotional needs.
- History of meeting “satisfactory” ratings in the performance evaluations over the past two-year period.
- No suspension or demotion within one year.
- Possession of a valid Florida Driver’s License.
- Possession of a valid EVOC or EVDT certificate.
- Possession of Florida Pump Operator Certification.
- Aerial Apparatus Operations Course.
- Truck Company Operations Course within 1 year of appointment.
- FLUSAR Rope Rescue Operations Level Course within 1 year of appointment.
- Possession of State of Florida E.M.T and/or Paramedic License for all personnel hired after September 30, 2012.

Article 14

Hours of Work and Overtime

Section 14.1 – Work Schedule

All shift employees are considered to be working a variable work week. Shift employees' salary covers a variable number of hours in a 14 day work period.

Regular full-time employees will work the following schedule:

- Twenty-four (24) hours on duty followed by Forty-eight (48) hours off duty in a repeating rotating schedule.
- 24-hour shifts will begin at 0800 hours and continue until 0800 hours the subsequent day. All personnel will be prepared to take their respective shift at 0800 hours. One (1) hour will be allowed for lunch between the hours of 1100 hours and 1300 hours, or as time permits.
- Regular station duties, training, physical fitness, public education events, and education/training will take place within the employees' 24-hour shift. Bargaining unit members are required to participate in physical fitness training after the completion of daily duties, understanding the employee will document his/her fitness training in Target Solutions each shift. From 1700 hours to 0800 hours will be considered down time, (i.e. personal time, rest period). The exception to this would be calls for service, stand-by or other special activities, completion of regular station duties, and the possible night training as applicable. All members are required to complete regular station duties as outlined in the District's policies or SOGs. Where the Battalion Chief determines that excessive or extensive calls for service during the shift warrant an exception to full completion of regular station duties, the member(s) may be excused from completing same.
- Training and education events may take place during the hours of 0800 hours to 1500 hours and will be scheduled on Tuesday, Wednesday and Thursday with the exception of a date and time specific events.
- All training and Public Education events will be scheduled, to the extent possible, between the hours of 0900 and 1700 hours and documented in Target Solutions.

- All training and Public Education events including any special event(s) which require the attendance of “on” or “off” duty personnel, will be consistent with District’s SOP/SOG’s and the mutually agreed Union contract as it relates to overtime.

Section 14.2 – Overtime Pay

- The work period for salaried non-exempt 24-hour employees for purposes of calculating overtime per Federal DOL requirements has been established as a 14-day period. The work period for salaried non-exempt 40-hour Firefighting employees for purposes of calculating overtime per Federal DOL requirements has been established as a 7-day period. The work period for hourly non-exempt civilian employees for purposes of calculating overtime per Federal DOL requirements has been established as a 7-day period.
- Overtime is defined as time worked in excess of one-hundred six hours in a fourteen (14) day period as provided for in Section 7(k) of the Fair Labor Standards Act for twenty-four (24) hour bargaining unit members and in excess of forty (40) hours in a seven (7) day period for eight (8) hour bargaining unit members.
- Regardless of shift assignment, employees will be paid overtime as required by the Fair Labor Standards Act.
- Sick leave, holiday leave, military leave, and vacation leave, and comp time leave will be considered productive time for the purpose of calculating overtime.
- Mandatory overtime for employees who are forced to work due to vacancy will receive pay figured at two (2) times the employee’s rate of pay.
- Any employee that arrives at an assigned station for the purposes of working an overtime shift and is then cancelled will be compensated a minimum of two (2) hours at the rate of one and one half (1.5) times the employee’s rate of pay.
- Comp time earned shall be capped at a total of 72 hours.
- In the event the vacant positions cannot be filled through the use of a full-time Firefighters accepting over time for the coverage; the District reserves the right to order employees to work overtime or to lower minimum staffing for that time period, thus temporarily “brown out” a station or vehicle of its choosing. A system will be developed to make every effort to rotate the instances of mandatory overtime among available employees in a rotating/fair basis.
- Compensatory Leave time may be authorized at the Employer’s discretion to maintain shift status. Compensatory leave time shall be accrued at either the employee’s regular rate of pay or time-and-one-half according to the provisions set forth within the agreement and District Policy.

- Subject to the above, overtime shall be awarded according to the current Staffing Software regulated by shift commanders and authorized by administration. Overtime is distributed by notification to all eligible employees meeting the qualifications for the position to be filled, then offered to the individual with the lowest number of overtime hours who regularly holds that rank. If no employee in the regular rank is available or responds, then the overtime is offered to the individual with the lowest number of overtime hours who is eligible for “acting” in the rank. Administration will post/publish the current number of overtime hours for all bargaining unit employees weekly.
- Overtime must be assigned or authorized by management; an employee is not entitled to assign or approve overtime to him/herself. Overtime shall be scheduled in accordance with the procedures herein except in instances of declared emergency or other exigent circumstances (such as the need to staff apparatus due to staffed units being out of District).

Section 14.4 – Maximum Continuous Hours

At no time shall an employee be permitted to be scheduled for more than forty eight (48) hours without twelve (12) hours off duty. The exception of being held past the forty eight (48) hour mark is due to a late call or is the result of a declared emergency. The fire chief or designee may approve additional hours when mutually agreed upon by the employee.

Section 14.5 – Early Report

Employees who are required to hold over beyond their normal work shift by the Shift Commander or higher rank shall accumulate overtime in one quarter hour increments rounded to the next nearest quarter hour, with a 1 hour minimum. Employees called in by the Shift Commander or higher rank to work earlier than normally scheduled in conjunction with a scheduled work day, shall be paid in overtime in increments of one quarter hour, with a 1 hour minimum.

Section 14.6 – Extra Duty

Call out time is defined as any time a member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. Call out hours worked will be considered time worked for purposes of overtime calculation in the work period in which the call-outs occurred.

Section 14.7 – Special Detail/Instructor

In the event that a need for special detail assignment/instructor that require off-duty personnel as approved by the Fire Chief or his designee shall occur, special detail or instructor assignment shall be paid at the rate of Forty-five Dollars (\$45.00) per hour regardless of rank or qualification of employee, or the employee's overtime rate, whichever is higher. However, a special detail may be offered based on rank or qualification.

Article 15

Sick Leave

Section 15.1 – Eligibility

All regular and probationary employees shall be entitled to accrue and use accumulated sick leave with pay from the date of hire.

Section 15.2 – Accrual of Sick Leave

- Sick leave is accrued on a per paycheck basis when the employee is on a pay status with a maximum cap of 1200 hours for 24-hour shift members and a maximum cap of 960 hours for 40-hour members.

Shift personnel	12 hours per month	144 hours per year
40-hour personnel	8 hours per month	96 hours per year

- Sick leave shall be accrued on the basis of regular work hours worked, earned vacation leave taken, earned sick hours taken, holiday hours and military leave.
- Leave without pay and hours in excess of forty (40) hour or fifty-six (56) hour average per week, as applicable, are excluded from sick leave accrual.

Section 15.3 – Use of Sick Leave

1. The minimum charge for sick leave shall be one (1) hour units.
2. Sick leave may be granted for the following purposes:
 - Personal illness or injury
 - Employees assigned to eight (8) hour shifts may use sick time for appointments with medical, dental or other recognized practitioners for consultation or treatment when such appointments cannot be scheduled during non-work hours. Employees assigned to a twenty-four (24) hour shift may use sick leave for such appointments when a medical emergency exists.
 - Illness and/or disability in the employee's immediate family where the employee's presence is necessary to provide care. For purposes of this Section, or any other individual cared for or under the supervision of the employee.

- Disabilities arising out of pregnancy, childbirth and recovery shall be treated as other temporary, non-job connected disabilities in terms of eligibility for sick leave, vacation or leave of absence.
- Employees will be allowed to use all of their sick time prior to using long-term disability if they choose.

3. Notification and Proof of Illness

- The employee shall be responsible for notifying the on-duty shift commander one (1) hour or more before the start of the shift on the day of the absence. The employee is under no obligation to reveal the nature of their personal medical information, only to advise of their absence. The employee shall advise if the absence is for the employee personally or to care for a family member. The employee should provide enough information in order for the District to determine if the absence should be considered as FMLA qualified leave. If an employee knows they will be absent for more than one shift due to illness or injury, they are responsible for notifying the on-duty shift commander of the effected dates. The employee shall keep an open line of communication with the District as to the dates he/she will be out of work and the date he/she will return.
- Employees may be required to supply proof of sickness, injury or disability, including the employee's spouse, significant other, child or parent and the appropriate proof that the employee's presence is required, by submitting, at their own expense, a physician's statement:
 - When there is a pattern or practice of repetitive sick leave usage; or when there is a basis to form a reasonable suspicion that the sick leave is being abused.
 - When an employee has had an illness, which requires hospitalization or results in absence from work for three (3) consecutive shifts (Shift Employees) or five (5) consecutive days (40hr Employees), whichever is greater, the employee shall provide a physician's note stating that the employee may return to work.
 - When an employee calls in sick and the District has reasonable suspicion of abuse, misuse, or falsification, the employee may be required to provide a physician's note stating that the employee was absent due to illness and may return to work. The employee using sick leave on a District Recognized holiday shall not be paid "on duty" holiday pay.

- When out on leave for medical reasons, an employee is required to first use all accrued sick leave prior to using leave without pay.
- In cases of accident or injury, medical leave may be granted without prior notice.
- Sick leave with pay may be withheld for any of the following reasons:
 - Failure on the part of the employee to comply with the notification requirement.
 - Failure to provide medical evidence of an illness or disability.
 - Conditions which is a result of a compensational injury or illness under Florida Workers Compensation Law which occurred on a job other than with the District.
- The District reserves the right to require the employee to receive medical clearance from the District’s physician regardless of clearance from any personal physician after review of the clearance from the personal physician by two (2) management personnel and the employee’s immediate supervisor. The employee may appeal the District Physician’s decision by seeking a 3rd opinion from a physician agreed upon by both the employee’s physician and the District.

Section 15.4 – Sick Leave upon Separation

Regular full-time employees who are laid-off, resign or retire from the District shall have the option of receiving payment for sick leave in accordance with this Section at the time of separation up to maximum of accrual. In the event the employee is separated because of death, sick leave shall be paid in the final paycheck at 100% of the employee’s sick leave bank up to the maximum accrual to the Employee’s Beneficiary or in accordance with applicable Florida Statutes at the District’s sole discretion.

Sick leave payout for regular full-time employees who resign will receive payment based on years of service with the District as follows. Employees that are terminated are not eligible for sick leave buyout.

While on New Hire Probation	1-5 years of Service	6-10 years of Service	11-15 years of Service	16 years of Service and above
0%	25%	50%	75%	100%

Sick leave payout for regular full-time employees who retire after successfully completing probation pursuant to applicable FRS rules for Special Risk classification and begin receiving benefits upon separation from the District will receive payment of 100% of their accrued and unused sick leave.

Sick leave payout for regular full-time employees who are laid off after successfully completing probation will receive payment of 100% of their accrued and unused sick leave.

Section 15.5 – Sick Leave Bank

An employee having used all of his/her vacation and sick leave hours due to absence resulting from a serious illness, accident or disability may receive a donation from Sick Leave Bank as hereinafter provided. Employees out as the result of a worker's compensation injury may not be considered for Sick Leave Bank usage. To be eligible to participate, the employee must be a regular full-time employee, complete the initial probationary period and meet the contribution requirements.

1. The employee must contribute initially at least six (6) hours of accrued sick leave to participate in the Sick Leave Bank program. Every year on October 1st, a notice will be sent to employees requesting donations be made to the Sick Leave Bank. Donations must be submitted within four (4) shifts of request. If donations are needed, employees who wish to continue their participation in the program will donate the requested time. The donated time will be six (6) hour blocks from the member's accrued sick leave, vacation leave, or compensatory leave (Comp. time). All participating employees will contribute the same number of hours.
2. The Chief or the Union President may request the establishment of a leave bank account for an employee. The request shall be submitted in writing to the Sick Leave Bank Committee, which shall consist of three (3) members; one bargaining unit member chosen by the Union President, one bargaining unit member selected by the Chief, and the Union President, serving as the third committee member. The written request shall be submitted to the Sick Leave Bank Committee, who shall then meet or communicate as soon as possible to review the request. The decision of the Committee will be final and not subject to the Grievance and Arbitration Procedure.
3. Use of leave from the Sick Leave Bank shall not exceed five (5) shifts. Sick Leave Bank usage shall be approved by the Sick Leave Bank Committee. Use of leave from a leave bank established for an employee shall not exceed the maximum FMLA cumulative leave for that individual.
4. Forty (40) hour employee's use shall be eighty (80) hours.

5. As long as the employee is in a pay status, the District will maintain its contributions to the health insurance program for that employee.
6. An employee receiving paid leave from the Sick Leave Bank as a result of the employee's own serious health condition, which involves inpatient care in a hospital, hospice or residential medical facility or requires continuing medical treatment by a health care provider, shall be considered to be on medical leave. Such leave shall be counted against the employee's leave entitled in accordance with the Family and Medical Leave Act of 1993 (FMLA).

Section 15.6 – Attendance Incentive Plan

The Attendance Incentive Plan is designed to reward regular full-time employees with good attendance records, on an annual basis, by permitting them to convert a portion of their accrued, unused sick leave to vacation and/or pay.

For administrative purposes, the attendance record of each employee is reviewed by the Fire Chief or designee on an annual basis from October 1 to the end of the last pay period of the fiscal year. The attendance incentive will be tabulated by using the leave report provided by the payroll software. To be eligible for the incentive, an employee must have completed one (1) full year of employment on September 30.

The conversion of sick leave shall be in accordance with the following schedule:

Sick Leave Used During Year	Incentive
None used – Perfect Attendance	Convert 48 hours of sick leave to pay at regular pay rate or Convert 24 hours of sick leave to vacation and convert 24 hours of sick leave to pay at regular pay rate. Must maintain balance of minimum 120 hours for shift personnel and 80 hours for 40-hour personnel.
1 day or less used shift / 2 days or less 40-hour emp.	Convert 24 hours of sick leave to vacation or convert 24 hours of sick leave to pay at regular pay rate Must maintain balance of minimum 120 hours for shift personnel and 80 hours for 40-hour personnel.

24 – 36 hours shift / 2 – 3 days 40-hour employee	Convert 16 hours of sick leave to vacation or convert 16 hours of sick leave to pay at regular pay rate. Must maintain balance of minimum 120 hours for shift personnel and 80 hours for 40-hour personnel.
36 – 48 hours shift / 3 – 4 days 40-hour employee	Convert 8 hours of sick leave to vacation or convert 8 hours of sick leave to pay at regular pay rate. Must maintain balance of minimum 120 hours for shift personnel and 80 hours for 40-hour personnel.
More than 2 days shift / > 4 days 40-hour (normal workday)	No hours may be converted

Employee participation in the leave bank program will not impact their eligibility for the Attendance Incentive Program.

Employees who wish to convert unused sick leave must notify the Fire Chief or his designee of their intention to utilize this benefit by August 30th of each year.

Employees who do not wish to convert unused sick leave may continue the accrued hours in their sick leave account up to maximum accrual provided the Fire Chief is advised of this choice in writing.

Article 16

Vacation Leave

Section 16.1 – Accrual

Employees shall accrue vacation hours according to the following schedule:

Length of Service		Yearly Vacation Hours 40 hour work week		Yearly Vacation Hours 56-hour work week	
0-5 years		80 hours		132 hours	
6-10 years		120 hours		192 hours	
11-15 years		160 hours		276 hours	
16 plus years		200 hours		360 hours	

Employees accrue vacation hours from their first day of full-time employment on a per pay-period basis, but are not eligible to use vacation time for the first six (6) months of their employment. The maximum number of vacation hours an employee is permitted to accrue at the start of the fiscal year is 500. Employees have the option for the District to buy back up to three (3) shifts per year of unused vacation prior to the start of the fiscal year (10/01). Employees shall notify administration by July 1st of their intent to sell back up to 3 shift of unused vacation time. The minimum charge for vacation leave is (1) hour units.

Accrued time off shall be limited to one (1) member per rank per shift with a maximum of two (2) members per shift.

Vacation leave payout for regular full-time employees who resign will receive payment based on years of service with the District as follows. Employees that are terminated are not eligible for Vacation leave payout.

While on New Hire Probation	1-5 years of Service	6-10 years of Service	11-15 years of Service	16 years of Service and above
0%	25%	50%	75%	100%

Vacation leave payout for regular full-time employees who retire after successfully completing probation pursuant to applicable FRS rules for Special Risk classification and begin receiving benefits upon separation from the District will receive payment of 100% of their accrued and unused vacation leave.

Vacation leave payout for regular full-time employees who are laid off after successfully completing probation will receive payment of 100% of their accrued and unused vacation leave.

Section 16.2 – Shift Changes

Employees who are required to change shifts by the District and who have been approved for vacation leave prior to the change of shift, will be granted the same time frame vacation leave on their new shift. Vacation leave will be honored even if granting the leave causes more employees to be off for that period than is allowed in this Agreement.

Section 16.3 – Union Time Bank

The Union time bank is established to provide union officers or designees time off from work to attend union related business (i.e. Union meetings, District related meetings, and Union related educational events and classes to include seminars and conventions).

- All Union members must contribute six (6) hours of vacation time annually to the Union Time Bank on October 1st.
- Any employee who wishes to donate more may do so at any time.
- To maintain time and to ensure that there is no abuse of the Union Time Bank, a Time Bank Committee will be formed consisting of three (3) non-executive officers that are in good standing with the Union.
- Request for use of time from the Time Bank will require a majority vote of the Time Bank Committee.
- The Time Bank Committee shall be notified no less than one (1) week in advance prior to the event.
- The Time Bank Committee members will be selected annually.

Article 17

Union Business

Section 17.1 – Union Business

1. Meetings: The District agrees to permit Union meetings at any time on weekends or after 1700 hrs. on weekdays at the District's Fire Stations after prior verbal notice from the Union to the Fire Chief or his designee as to the time and place the meeting is to be held.
 - a. The Union may schedule use of the District meeting room at Station 30 for one (1) regular monthly meeting. The dates of the monthly meeting for the upcoming fiscal year (October 1 through September 30) will be furnished to the District by October 1st of each year.
 - b. The District meeting room may be requested at other times in accordance with the District Policy. The District will not assess a fee for the Union's use of the District meeting room.
 - c. Union meetings shall not in any way interfere with the operations of the District.
2. Bulletin Boards: The District agrees to provide a space in all fire stations for a bulletin board for the purpose of posting Union letters and materials.
 - a. All materials placed on the Union Bulletin Board are the responsibility of the Union to ensure such postings comply with the requirements stated herein.
 - b. Materials placed on the Union Bulletin Board shall pertain only to Union activities and shall not reflect negatively upon any employees, officials or constituents of the District.
 - c. No materials which violate the provisions of this Section shall be posted and, if posted shall be removed by the Fire Chief or his designee, and the Union President or his designee will be notified.
3. Activities: Employees elected or appointed to represent the Union shall be granted time to perform the following local Union functions: attendance at regular monthly meetings, meeting with the Fire Chief, attendance at Fire Commissioner meetings, disciplinary hearings and activities related to grievance procedures without loss of pay, provided preferred staffing as determined by the Fire Chief or his designee, is maintained.
4. Negotiations: Up to three (3) members of the Union negotiating team will be allowed time off without loss of pay for all negotiating sessions with the District. Two additional members will be allowed time off with pay for all negotiating sessions, provided no overtime is required, which shall be scheduled at times mutually agreeable to the Union and the District.

5. **Union Business:** The District will allow up to two (2) members of the Union to be granted time off with pay to attend two (2) State or International conferences each fiscal year. The union member(s) should submit the request using the same guidelines for vacation leave requests which may be approved subject to the District's ability to maintain preferred staffing. This time off will not exceed forty-eight (48) hours per attending employee.

Article 18

Miscellaneous Leave Section

18.1 – FMLA

The District will comply with the Family and Medical Leave Act (FMLA) in providing for applicable leaves of absence in accordance with the Federal Law and District Policies.

Section 18.2 – Maternity Leave

Maternity leave shall be treated as any other medical disability whereby accrued sick leave shall be utilized for the period of disability in accordance with District policies. For an employee who works in a hazardous environment, the employee's physician shall determine when the leave begins and ends. Hazardous environment shall mean working conditions which might reasonably cause harm of any kind to the unborn child or employee due to the pregnancy. These working conditions include strenuous physical labor, operation of equipment, exposure to herbicides, pesticides, or other suspected hazardous chemicals. Employees working in the aforesaid conditions shall notify their Supervisors as soon as possible of any pregnancies. The public employer shall make an effort to place female employees on light duty assignments without any loss or reduction of pay when the physician requires a female employee who is pregnant to discontinue performing regular duties which are considered to be in a hazardous environment as described herein. Whether or not the employee will be placed on a light duty assignment will depend upon availability of a job assignment and whether or not the employee has the necessary skills. Any denial of the light duty assignments will be explained to the employee at the time of denial.

Section 18.3 – Leaves of absence

Leaves of absence with or without pay other than FMLA may be granted where such leave provides a mutual benefit to the employee and the District as determined at the discretion of the Chief. Such leave may not be authorized to seek or accept employment. Non-FMLA leaves may not be granted for more than six (6) months.

Section 18.4

Applicable paid leave must be utilized prior to authorization of unpaid leaves of absence unless approved by the District.

Section 18.5

Employees who are on a duly-authorized, compensated leave of absence shall continue all benefits as provided in this Contract. No other benefits will be extended.

Section 18.6 Light Duty

The District shall be under no obligation to provide light-duty assignments to individuals recovering from non-work-related injuries or illnesses. Such assignments shall be provided when it is to the mutual benefit of the District and employee of as requiring by law. Such assignments may be outside of the employee's regular work duties, hours, conditions, and rate of pay. Preference in the assignment of any light duty function shall be provided to employees suffering from District work-related injury or illness.

Section 18.7 Workers Compensation

If an employee is injured in the line of duty, he/she must notify the Chief or designee, and file for Worker's Compensation under Florida Statute within two (2) hours of the injury becoming evident as provided for in Florida Statute 440.185. If the claim for Worker's Compensation is approved as an injury in the line of duty, the District will pay the difference above the Worker's Compensation check to make up the regular salary of that employee on a weekly basis up to a period of three (3) months, with a full doctor's report. The Immokalee Fire Control District Board of Commissioners must approve any additional extension of payment beyond the three (3) month period.

Article 19

Bereavement/Jury Duty/Witness Duty

19.1 – Bereavement

A regular full-time employee may be granted, upon request, up to seventy-two (72) hours of bereavement leave with pay, due to the death in the employee’s immediate family. Immediate family, for the purpose of this section shall mean father, mother, brother sister, wife, husband, significant other, son, daughter, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, grandfather, grandmother, grandchildren, foster children, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, or other close relative living with the employee. Leave in excess of the leave under this Section may be granted and if granted, will be charged to the employee’s accrued sick leave, vacation leave or compensatory leave. If not available, additional leave granted will be without pay. Employees with no available sick, vacation or compensatory leave may also request leave through the Sick Leave Bank process.

Shift personnel:	72 hours
40 hour personnel:	64 hours

Section 19.2 – Jury Duty

When a regular employee is required to serve on jury duty, the employee shall be relieved of responsibility for his/her regular work shift and the District shall pay the employee as time worked for overtime purposes. All employees who are required to serve on jury duty shall report to their supervisor that they have been subpoenaed for jury duty within twenty-four (24) hours of receiving notice, when possible, but in no event later than the beginning of the next work shift. When an employee is released or is excused from jury duty for the remainder of a work day or permanently, the employee shall, as soon as possible, report back for work. Payment received by the employee for jury duty, except for meals, travel and lodging expenses, shall be endorsed to the District.

Section 19.3 – Witness Duty

Any employee who, upon request by and for the benefit of the District, is subpoenaed to any court proceeding involving the District, or is subpoenaed to appear in court in a civil or criminal matter in which the employee is not personally or monetarily interested, or is subpoenaed to appear for deposition in any matter related to their job duties with the District, shall be paid one and one half times his/her rate of pay for each hour spent off duty in serving as a witness in trial or deposition. Payments received by the employee for witness duty, except for meals, travel and lodging expenses, shall be endorsed to the District. Court proceedings mean an appearance in court; it does not include any other appearance before another tribunal, except

for appearances on behalf of the District which arise out of the performance of duties as a District employee.

An employee who appears in Court as a plaintiff, defendant or witness due to personal litigation will use accrued vacation leave, or comp time, if not available, will be on leave without pay.

Section 19.4 – Time Worked

Paid court appearance leaves and depositions under this Article related to the District will be considered time worked for overtime purposes.

Article 20

Military Leave

Section 20.1 – Reserve and National Guard Training

A regular full-time employee who is a member of the United States Armed Forces, Reserves or the National Guard, and who is ordered to engage in annual field training shall, upon presentation of a copy of the official orders, be granted leave with pay to the extent required by State Statute. An employee may not use any accrued vacation or personal leave while receiving paid military leave.

Section 20.2 – Recall to Active Military Duty

Any regular full-time employee, who is a member of an Armed Forces Reserve Unit or the National Guard, who is ordered to active duty, will be granted a military leave of absence with pay for the first thirty (30) working days. Beyond the thirty (30) day period, the District will supplement the military pay in an amount necessary to the total salary, inclusive of the base military pay, to the level earned at the time the employee was called to active duty, for a period of six (6) months. The District will continue to maintain the employee in full benefits status until military benefits take full effect.

Member's hired after 10-01-2012 and those currently employed and are not enlisted in the military will not receive the benefits outlined in 19.2 but will receive all benefits outlined by State and Federal law.

*The District agrees to follow §§ 115.07 and 250.48, Florida Statutes (2010), as amended from time to time; with regards to Military leave.

Section 20.3 – Reinstatement

Upon discharge from active military service, an employee who wishes to return for employment with the District shall be reinstated in accordance with current Federal regulations.

Article 21

Shift Swaps

Section 21.1

Employees shall be able to swap/exchange shifts when the change does not interfere with the operations of the District and after prior written approval by the employee's Shift Commander. All shift exchanges regardless of number of hours shall be approved by the Shift Battalion Chief. The District may discontinue swaps by individual members at any time where the self-governing swap system requires District Administration involvement as noted below; such discontinuance shall not be considered discipline or grievable. All shift swaps are to be repaid within one year of the original swap day worked. No overtime will be paid to cover station transfers for shift exchanges, unless overtime is caused by the District. New probationary status employees will be allowed to conduct shift swaps for educational and training purposes only, during their first six (6) months of employment.

Discontinuation of swaps by individual members shall be implemented in a progressive manner to encourage compliance by a Covering Staff Member (CS):

- (a) 1st violation: individual prohibited from participating for three (3) calendar months
- (b) 2nd violation: individual prohibited from participating for six (6) calendar months
- (c) 3rd violation: individual prohibited from participating for twelve (12) calendar months
- (d) 4th and Final violation: individual prohibited from participating during remainder of employment.

Section 21.2 Short Notice Shift Swaps

Members in need of a short notice shift swap less than 24 hours will be allotted up to three (3) per year with verbal approval from the Shift Commander. Proper documentation will be completed in the District approved scheduling software on the next shift that the affected employee is present.

Section 21.3 Responsibilities of Shift Swap Agreement

Definitions: **(CS)** Covering Staff Member

(AS) Assigned Staff is the staff member requesting shift exchange/ swap.

The (CS) approved to work a shift swap will be held accountable to report for duty.

1. If a (CS) scheduled to work a shift swap is unable to report for duty, his/her leave time accrual will be charged and will receive discipline.
2. The (CS) leave time accrual will be charged at a rate of time and one half, if the district incurs overtime cost to maintain minimum staffing levels.
3. The (CS) leave time accrual shall be deducted in the following order; Vacation time first followed by Comp. time.
4. If a (CS) scheduled to work a shift swap calls out sick, his/her sick time leave will be charged at a rate of hour for hour and may be required to produce a physician's note indicating the (CS) was not able to work and is fit to return to duty where the District has a reasonable suspicion of abuse, misuse or falsification.
5. If a (CS) scheduled to work a shift swap is unable to report for duty and does not have the leave to cover the absence, the following process will be followed:
 - a. The (AS's) leave will be used to cover the time.
 - b. If the (AS) does not have the leave to cover the time, the (AS) employees pay will be deducted in lieu of leave time.

Article 22

Holidays

Section 22.1 – Holiday Pay

Regular full-time employees assigned to a twenty-four (24) hour schedule will receive holiday pay for each of the following holidays:

- New Year's Day, January 1
- Martin Luther King Day, 3rd Monday in January
- President's Day, 3rd Monday in February
- Easter Sunday
- Memorial Day, last Monday in May
- Juneteenth, June 19th
- Independence Day, July 4
- Labor Day, 1st Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, 4th Thursday in November
- The Friday after Thanksgiving Day
- Christmas Eve, December 24
- Christmas Day, December 25
- September 11 WTC*

* September 11th: this date shall be recognized by the District as an unpaid holiday. This date shall be reserved for attendance at memorial services for the victims of the 09-11-01 tragedy. All weekly bargaining unit employees will be allowed to attend a local memorial service.

In addition to the days listed above, bargaining unit employees shall also be granted appropriate holiday pay for any other day declared a holiday by the District. All bargaining unit members assigned to eight (8) hour day (40 hour per week) shall have the holiday off with appropriate compensation.

"Holiday Work Schedule"; for the purpose of this agreement, for shift employees shall consist of morning truck "check-in" and normal station duties for the shift. No training events will be scheduled on these dates. Date and time specific events may be scheduled as applicable and shall be consistent with District's SOP/SOG's.

Section 22.2

Shift employees that are on duty shall be given (8) hours of pay at the rate of one and one half time (1.5) for each recognized holiday, employee's that are off duty will receive (8) hours straight time for each recognized holiday while actively employed. Weekly employees shall receive four (4) hours of pay at the rate of one and one half time (1.5) for each recognized holiday while actively employed. Holiday pay will be paid in the pay period it was earned. Bargaining unit

members who are mandated to work overtime on a holiday listed above shall receive 8 hours of holiday pay at the rate twice (2) the employees' regular hourly rate.

Article 23

Benefit Option Plan

Section 23.1 – Coverage

The District will provide health insurance, vision and dental insurance for each employee, with premiums being paid in full by the District. The District will provide the same health, vision and dental insurance for the employees' families with premiums being paid for in full by the District if the employee elects to have family coverage.

At no time will the district provide coverage for an ex-spouse.

As health care costs continue to rise, the District is striving to maintain the cost of the District's health care plan as low as possible in an attempt to continue providing this benefit at no cost to the employee. In an effort to reduce costs to the plan and enable the District to do this, all participants in the District's health insurance plan are expected to be in compliance with the plan's *Preventive Screening* and *Care Compliance* wellness initiatives, as well as select health care providers utilizing the plan's *Real Time Choices* healthcare pricing tool.

All participants of the plan, including employees and all family members covered by the plan, will receive all age/sex appropriate screening exams and tests, follow all treatment regimens prescribed by a physician, complete all follow-up exams/treatment as prescribed by a physician or recommended by plan care review specialists, and take all medications for chronic illnesses as prescribed by a physician, or the employee will be responsible for a portion of the plan premium due to non-compliance.

Section 23.2 – Federal Disability Benefit

In the event an employee should receive an on-duty injury or illness which qualifies them for Federal disability benefits, or dies in the line of duty, the District agrees to work closely with the employee's family and the Union in an effort to secure any and all benefits available under the Department of Justice Public Safety Officer Death/Disability Benefit.

Section 23.3 – Life Insurance

The District will provide Life Insurance in compliance with the guidelines of the State of Florida for each employee, with the premium being paid in full by the District.

Section 23.4 Insurance Premium

If the premium for insurance coverage increases by 10% or more the District and the Union agree that this Article will open for negotiation. However, if both Parties agree, then negotiation may occur at any time for the betterment/enrichment of benefits, and the value of such benefit.

Section 23.5 Post Retirement Health Care Account

The District and Union agree that the District will establish a retirement health care account for bargaining unit members. Bargaining unit members will contribute 1% of their pretax salary into their account. The District and Union agree the District will not provide a matching contribution to bargaining unit members' retirement health care account.

Article 24

Retirement Plan

Section 24.1 – Eligibility

During the term of this Agreement, eligible employees shall continue to participate in the Florida Retirement System.

Section 24.2 – Contribution

The District and employees will contribute to the Florida Retirement System as mandated by the State of Florida.

Article 25

Tuition/Educational Reimbursement

Section 25.1 – Tuition Policy

See Immokalee Fire Control District policy 604

Section 25.2 – Reimbursement Funding

The District will fund the Tuition/Educational Reimbursement benefit in the sum of \$35,000 per year.

The district agrees to fund tuition for Paramedic school for two bargaining unit members each fiscal year. Only 2 members shall be eligible to go to paramedic school at one time. Eligibility will be based on seniority. The member will make the full tuition payment to the school of the employee's choosing. Upon successful completion of the paramedic program, the member will provide the District their paramedic certificate and receipt/invoice showing payment to the school. Once the member has submitted the required documentation to the District, the District will make full reimbursement to the member within two pay periods.

Section 24.3 – Travel Allowance

Travel allowance and reimbursement will be made to employees pursuant to the provisions contained within the District's Travel and Per Diem Reimbursement Policy. The District shall not reimburse travel expenses for Union related travel.

Section 24.4 – Educational Leave

One member per rank per shift with a maximum of two may be authorized to utilize Educational Leave so long as the District does not incur overtime due to the leave. Members requesting the use of educational leave shall secure a backup swap prior to the submission of Educational Leave.

Section 25.5 – Repayment of Education Reimbursement to District

The reimbursement amounts provided to eligible employees are considered an investment in employee skills, succession planning, and public service. Accordingly, if an employee accepts educational reimbursement from the District for any classes starting after

ratification, the employee is required to remain employed with the District for a continuous five (5)-year period from the date of each reimbursement payment received by the employee. Because the District provides for ACLS for paramedics, paramedics shall be required to reimburse such amounts relating to ACLS if the member allows their paramedic certification to lapse, be suspended or revoked.

If the employee resigns or terminates employment at any time during the 5-year period (for any reason other than layoff or retirement as defined in Article 15 with respect to vacation leave payout) following reimbursement, the employee shall be required to repay the investment to the District. The repayment is due in full within seven (7) days of the employee's separation from employment.

The District also may retain and deduct the amount owed (in whole or in part) from any monies due to the employee prior to or following separation, subject to the applicable restrictions imposed by applicable law.

Section 25.6 Repayment of Education Reimbursement for Paramedic School

If an employee accepts educational reimbursement from the District for paramedic school starting after ratification, the employee is required to remain employed with the District for a continuous five (5)-year period from the date of reimbursement payment received by the employee.

If the employee resigns or terminates employment at any time during the initial 3-year period (for any reason other than layoff or retirement as defined in Article 15 with respect to vacation leave payout) following reimbursement, the employee shall be required to repay the investment to the District. The repayment is due in full within seven (7) days of the employee's separation from employment.

If the employee resigns or terminates employment after three (3) years but before 5 years (for any reason other than layoff or retirement as defined in Article 15 with respect to vacation leave payout) following reimbursement, the employee shall be required to repay the investment to the District in a prorated amount. The repayment is due in full within seven (7) days of the employee's separation from employment.

Prorated formula: 100% of the tuition cost divided by 60 months= monthly tuition reimbursement rate. Monthly tuition reimbursement rate multiplied by months remaining in the two-year period= reimbursement amount owed to the District.

Article 26

Rates of Pay

Section 26.1 – Step Plan

See Appendix A for Step Plan 2024-2025

The District agrees to move members in the rank of Lieutenant and Engineers with 25 years of service to the mutually agreed upon step plan.

The District agrees to increase the base hourly rate for all members in the rank of Engineer (with less than 25 years of service) and Firefighter by 10% (7.5% plus 2.5% step)

Section 26.2 – Longevity Pay

Employees that reach specific years of service shall receive the following longevity increases applied to base pay in addition to the amount outlined in the step plan.

6-10 years of Service	11-15 years of Service	16 years of Service and above
1.0%	2.0%	3.0%

Section 26.3 – Acting Out of Classification Pay

At times when an employee is designated by the Shift Commander or Chief Officer for a temporary assignment on shift to replace an employee in a higher classification and perform work in that higher classification (next higher rank), the employee shall receive a separate differential as outlined below, calculated in quarter-hour increments with a 1 hour minimum, for time worked in the higher classification. Differential pay will be included in the member’s base rate of pay for the applicable work period for OT calculation. The employee’s “working out of classification” shall meet the qualifications for which position they are riding up to. The qualifications for the ride up positions are those referred to in the Mutually agreed upon Ride-Up MOU and Article 13 of this CBA. Taking the promotional exam and passing is a prerequisite to be placed on the promotional list. Members on the promotional list shall have preference for the designation of working out classification. In the event of the lack of an active promotional list as referred to in Article 13, the position will be filled through overtime. During the time period when there is not an active promotional/acting list there shall only be one member in an acting role per rank per day. Any additional need for an Officer or Engineer will be back filled by those formally in those ranks on OT.

Differential Pay will be as follows:

Squad Boss will receive \$1.00 per hour while Acting as OIC of the Squad

Acting Engineer will receive \$3.00 per hour while Acting out of Classification

Acting Lieutenant will receive \$5.00 per hour while Acting out of Classification

Acting Battalion Chief will receive \$7.00 per hour while Acting out of Classification

Article 27

Outside Activities

Section 27.1- Conduct

Employees shall at all times bear in mind that they are seen by the general public, while off duty as well as on duty, as personnel of the District and shall at all times conduct themselves in a manner so as not to bring discredit or unfavorable publicity to the District.

Section 27.2 - Outside Employment

An employee accepting employment with any other employers while employed with the District shall do so only so long as the employment is not a conflict of interest. If an employee has outside employment, the employee's primary obligation shall continue to be the District and he/she shall arrange affairs accordingly. Outside employment must not prevent the employee from being mentally and physically able to work when the employee reports for duty with the District

Article 28

Uniforms and Equipment

Section 28.1 – Items Supplied by the District

The District shall furnish all new full-time employees with minimum uniforms as set forth below. Members shall be expected to maintain the amounts below as a minimum standard.

- Four (4) Pair uniform pants.
- One (1) Class-A uniform shirt with appropriate EMT/PM patch.
- One (1) Class-B uniform shirt with appropriate EMT/PM patch.
- One (1) Winter Jacket
- One (1) Job Shirt
- One (1) Rain Jacket
- One (1) Leather belt
- One (1) Dress Tie
- One (1) Badge
- One (1) Name tag/serving since and one (1) set of collar brass
- Six (6) T-shirts
- Two (2) Gym shorts
- One (1) Baseball Cap
- One (1) Boonie Hat
- One (1) Traffic Vest
- Two (2) pair of accountability tags
- One (1) pair of NFPA compliant station/duty work boots.
- One (1) pair of leather NFPA compliant firefighting combat/bunker boots.

Section 28.2 – Use Requirement

Uniform use shall be in compliance with District Policies and SOG's.

Other than going to and from work, uniforms cannot be worn off duty, unless the employee is going to a District approved training or function. Furthermore, at no time will an employee don a uniform that is not representative of their rank and/or level of training.

Section 28.3 – Replacement

Employees may be required to pay for equipment they are assigned if lost or damaged through intentional misuse, neglect or abuse. Employees in need of maternity uniforms shall be supplied two uniforms as needed at no cost.

Section 28.4 – Uniform Allowance

Employees shall be allotted \$350.00 per year to purchase uniforms from the Districts approved online uniform store. Employees are encouraged to replace uniforms as needed to maintain a professional appearance.

Employees may be permitted to wear their union t-shirts on September 11th in addition bargaining unit members may be permitted to wear special union shirts for approved awareness months (i.e. Cancer awareness), as authorized by the Fire Chief or designee.

Section 28.5 – Bio Hazard Protocol

Employees turning in uniforms for cleaning or disposal in accordance with the District Bio Hazard Protocol shall have the uniform replaced or returned within a reasonable time frame. If uniforms are being cleaned the employee can get a loaner uniform/PPE from supply.

Section 28.6 – Clothing in Quarters

When employees are working out, washing, waxing, or cleaning apparatus, dept. issued workout shorts and t-shirts are permitted, but if wearing workout shorts the employee must be in day uniform or bunker pants when responding to a call. When training requires bunker gear, t-shirt and gym shorts may be worn. In addition, when training in general, t-shirts may be worn. Employees are expected to return to their standard day uniform when they have completed the tasks outlined in this section.

Flip flops, crocs, sandals, ETC. are only allowed in the shower area, bunk room and/or at night to go from the bunk room to designated bunker pants staging area.

After 1700hrs Monday thru Friday and 1200hrs holidays and weekends, District issued workout shorts and T-Shirts are permitted while in quarters as long as no activities at the station or in quarters require a different uniform per SOG, however members shall be in minimum of standard day uniform or appropriate PPE when responding to calls.

Article 29

Staffing

Section 29.1 – Starting Time

1. Employees on a 24-hours shift will start at 0800 hours
2. Employees on a 40-hour work week will start at 0800 hours.

Section 29.2 – Vacancies

Employees who desire to move from one shift to another may put a request in writing and, as vacancies occur, those with the request will be considered for the vacancy.

If a permanent vacancy occurs in an assigned operational position, there is a valid promotional list, and the District has not implemented a hiring freeze or slated the position for elimination, the vacancy will be filled within forty-five (45) days, subject to budget. Where extenuating or unusual circumstances exist, the parties may agree to extend the time frame. Where the District is operating under emergency conditions as declared by Federal, State, or local authority, the time frame shall be automatically tolled during the declared emergency.

If a temporary vacancy occurs in an assigned position and there is a valid promotional list, the vacancy shall be filled with the highest qualified person on the list.

Section 29.3 – Minimum Staffing

The Union and the District agree that it is in the best interest of the department and citizens it serves to provide the following minimum staffing standards with the following definitions:

“Officer” – A full time employee who is qualified for or promoted to the rank of Lieutenant.

“Engineer” – A full time employee who is qualified for or promoted to the rank of Engineer.

“Firefighter” – A full time employee who is qualified in the rank of Firefighter.

- Normal Departmental staffing will be twelve (12) personnel per shift with a minimum staffing level of nine (9) bargaining unit personnel and a Shift Commander for a total of 10.
- Administration will strive to maintain staffing of nine (9) personnel as much as possible and only drop below nine (9) personnel in the case of extenuating circumstances or budgetary reasons.
- There will be three (3) persons on each of the following frontline apparatus (Engine, Ladder, Tower, or Pumper) with one (1) Officer or approved acting Lieutenant, one (1) Engineer or approved acting Engineer and one (1) Firefighter which may be a CCEMS Paramedic Firefighter.
- Squads will be staffed with two (2) persons

Reserve/Volunteer Firefighters may be utilized as deemed appropriate by the Shift Commander and/or station officer. Volunteer Firefighters may only be assigned duties commensurate with their training, knowledge, and skill level that they have been checked off on by District-designated personnel. Minimum qualifications for "Volunteer Firefighter" of the District are those defined in the Florida State Statutes.

Section 29.4-Collier County EMS Personnel

The District reserves the right to utilize Collier County EMS Paramedic Firefighters on District apparatus. These individuals will be utilized to supplement the normal daily staffing and will not be counted towards the daily minimum staffing requirements as defined in 29.3.

Section 29.5 –Volunteer Personnel

The District reserves the right to hire and/or utilize part-time and/or temporary employees and/or reserve or volunteer personnel to perform bargaining unit work. These individuals will be utilized to supplement the regular employee compliment. A regular full-time position will not be replaced by a volunteer, subject to available budgetary funds. The use of volunteers will be as a compliment, and not a substitute, to perform full-time bargaining unit work.

Volunteer positions shall serve at the will of the District. Volunteer personnel shall not be covered by any Article of the contract unless the Article or Section specifically includes those classifications of positions or personnel.

Article 30

Mandatory Classes/In Service

Section 30.1 – Mandatory Classes/In service

Employees required to attend mandatory classes or mandatory in-service training shall be paid at the appropriate straight time/over time rate of pay for each hour they attend class.

Article 31

Station Facilities

Section 31.1 – Stations

The District shall supply, service, and replace the following items as determined by the District; Employees shall perform standard maintenance and cleaning in accordance with District policies and SOG's of the following items at all District fire stations:

- Beds and mattress cover
- Lockers 1 indoor
- Stovetop Oven
- Washing machine/Dryer
- Refrigerator with freezer.
- Dishwasher
- Coffee Maker
- Microwave
- Kitchen utensils
- Cookware
- Dinnerware
- Tables and chairs (Dining)
- Heat and Air (entire station, excluding bays)
- Internet access
- Wi-Fi
- 1 television
- 1 VCR/DVD per station
- Basic workout equipment

Section 31.2

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

Section 31.3

The District shall not supply food or linens for daily use or consumption unless working under emergency operations as determined by the Fire Chief or Designee.

Section 31.4

The District agrees to provide basic satellite or cable service to the employees at all stations. The Union will provide and pay for any upgrades in service for bargaining unit members after prior authorization from the Fire Chief or Designee. This service will only be provided and paid for in those areas deemed as the employees living quarters. Subject to the following limitations, the Union may request to separately contract with an Internet provider at its sole cost and expense for such service, installation, hardware, software, wiring, etc. provided all District property and functionality is restored to the original condition after installation of same. The District shall not unreasonably withhold its consent after receiving from the Union confirmation that such additional Internet service shall not have any negative impact on the District's system, connectivity, broadband speed, hardware, software, or property. Members recognize that conduct utilizing the Union's Internet provider that would otherwise violate District policies (e.g. viewing/downloading harassing/discriminatory content; violation of copyright laws; pirating music/video, etc.) is similarly prohibited while using the Union's Internet provider while on duty or on District premises.

Section 31.5

Every member is required to perform firefighting, rescue, and medical care procedures in accordance with his/her training. It is understood that station duties as outlined in District Policies and SOG's such as but not limited to thorough cleaning of stations, bathrooms, kitchens, bedding areas; basic building and site maintenance such as changing light bulbs, A/C filters, lawn maintenance, etc. are within this scope of work. No member will be required to perform tasks that would require a licensed contractor.

Section 31.6

The District will provide for regular scheduled lawn maintenance at all District Facilities

Article 32

Health and Safety

Section 32.1 – Health/Safety Cooperation

The District agrees to provide reasonable standards of safety and health in the District in order to eliminate accidents, deaths, injuries and illness in the District. Health and safety are a joint responsibility; therefore, employees must follow all safety standards and utilize all safety equipment provided. Training is performed and hours shall be tracked in-house on the Districts approved training software.

Section 32.2 – Presumptions

The Union and the District accept and recognize the provisions of Federal and State presumptive laws, as may be amended from time to time.

Section 32.3—Physicals

A comprehensive Medical Physical shall be offered on an annual basis to all bargaining unit employees. The District may require all employees to attend such annual physical. Additionally, where the District has a reasonable belief, based on objective evidence, that: (1) an employee's ability to perform essential job functions will be impaired by a medical condition; or (2) an employee will pose a direct threat due to a medical condition, the District may require a Medical Physical.

Employees are required to submit to the Medical Physical within the time period set by the District and must provide the District physician all information necessary for the physician to make a complete and accurate assessment regarding the employee's fitness for duty under the standards set forth by NFPA 1582.

The physical will be provided by the District physician and all costs shall be paid by the District. The physicals shall be in compliance with NFPA 1582 and any other associated industry related standards and guidelines. Employees who are deemed Class 3 – “Restricted to Light Duty” or Class 4 – “Unfit for Current Duty” by the examining physician during the Physical, shall be given up to three (3) months from the date of designation to return to “fit-for-any-duty” status. The maximum three (3) month period is anticipated to allow sufficient time to complete a rehabilitation program designated by the employee's personal physician which is designed to return the employee to “fit-for-any-duty” status. During the rehabilitation period, the employee shall be allowed to utilize accumulated leave.

In the event the employee's personal physician and the physician completing the annual comprehensive Medical Physical disagree regarding the employee's “fit-for-any-duty” status, the

employee will be sent to a third physician at District expense, for a third medical examination. The third physician shall be selected by mutual agreement of the two other physicians, but in the event the two physicians are unable to agree as to the third physician, the District shall select the third physician. If the third physician concurs that the employee is either "Restricted to Light Duty" or "Unfit for Current Duty", the date of the first designation by the District's physician shall determine the calculation of the maximum three (3) month period.

In the event the employee remains "restricted to light duty" or "unfit for any duty" at the end of the approved leave time, not to exceed the three (3) month time frame, the employee's employment with the District shall be terminated. However, prior to the end of the approved leave or the three (3) month time period, the employee may apply for an extension, not to exceed an additional three (3) months, by submitting same in writing to the Fire Chief with documentation from the treating physician as to the current fitness for duty status, the anticipated amount of additional leave needed to rehabilitate, the relevant medical facts relating to the condition and required treatment, and the likelihood the employee can return to "fit-for-any-duty" status at the end of the time period requested. The Fire Chief's approval or denial shall be final and shall take into consideration all the facts and circumstances surrounding the employee's condition. If the District's physician determines it at any time prior to the expiration of the time period(s) allowed for in this policy that it is not likely that the employee will be able to return to "fit-for-any-duty" status prior to or at the end of the time period, the employee's employment with the District shall be terminated.

The District will work cooperatively with employees who qualify for normal or early retirement and with employees whose inability to regain "fit-for-any-duty" status is as the result of a work-related or presumptively work-related illness or injury.

Article 33

Licensure

Section 33.1 – Responsibility

Employees who have current Florida State EMT and/or Paramedic certification shall be responsible for keeping the certification current as required by Florida Law. The District shall provide regular scheduled C.E.U./MOU training (which includes CPR) to bargaining unit members at no cost to the employee and ACLS to paramedics at no cost to the paramedic. In addition, the District shall be responsible for tracking; maintaining and forwarding all required training records, work status reports etc. per F.S. Statute requirements.

Section 33.2 – Florida Driver’s License

Employees within the bargaining unit are required, as a condition of continued employment, to maintain a valid current and appropriate Florida Driver’s license and must comply with District policy on eligibility to drive District apparatus.

Section 33.3 – EMT

All employees hired after 10-01-2012 will be required to have a valid State of Florida EMT license.

Article 34

Employee Recognition and Reward Programs

Section 34.1 – Participation in Programs

All bargaining unit members shall be entitled to participate in and receive all benefits (whether monetary or otherwise) of any longevity of service or any other employee recognition program and reward that is provided to all other District employees. The rights of bargaining unit members in this regard will be no different than those of all other District employees.

District personnel shall have the option of being issued a leather fire helmet purchased by the District upon ten (10) years of continuous full-time employment. The helmet color and front shield shall be in accordance with District SOG for the member's current rank. Any leather helmet issued by the District shall be worn on-duty.

Article 35

Savings Clause

Section 35.1 – Savings

If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 35.2 – Re-Negotiations

In the event of invalidation of any Article or Section, both the District and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article 36

Prevailing Rights

All rights, privileges and working conditions enjoyed by the employees of the District at present time, which are not addressed in this Agreement, shall remain in full force, unchanged, and unaffected in any manner, during the term of the Agreement, unless changed by mutual consent or unless they are in conflict with the provision of this Agreement.

Article 37

Duration and Ratification of Agreement

37.1-This agreement shall become effective upon ratification by the District and the Union, and shall remain in full force and effect until September 30, 2026. 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.

37.2-In the event that such notice is given; negotiations shall begin on the specific items listed not later than 30 calendar days after such notifications.

37.3-At the end of the 2024-2025 year of this Agreement, the District and Union agree to re-open Article 26 Rates of Pay.

37.4-No later than 120 days prior to the end of each year of this Agreement the District and Union agree that each may re-open one (1) article.

37.5-The District and the Union acknowledge that during the negotiations which resulted in this Agreement, each had an 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.

37.6-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.


37.7-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.

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

Immokalee Fire Control District



Michael Choate, Fire Chief/District Manager




Patricia Anne Goodnight, Chair
President Board of Fire Commissioners

8/24/23
Date

**North Collier Professional
Firefighters and Paramedics
Association, I.A.F.F. Local 2297**



Scott Palmateer, President



Andre Beaudette, District Vice

9/5/23
Date

Base Pay PLUS FLSA OT			
Step	Firefighter	Engineer	Lieutenant
1	\$ 47,900	\$ 55,495	\$ 64,196
2	\$ 49,096	\$ 56,870	\$ 65,811
3	\$ 50,322	\$ 58,305	\$ 67,454
4	\$ 51,578	\$ 59,771	\$ 69,129
5	\$ 52,863	\$ 61,266	\$ 70,863
6	\$ 54,210	\$ 62,790	\$ 72,628
7	\$ 55,552	\$ 64,345	\$ 74,451
8	\$ 56,930	\$ 65,975	\$ 76,305
9	\$ 58,365	\$ 67,605	\$ 78,218
10	\$ 59,831	\$ 69,308	\$ 80,159
11	\$ 61,326	\$ 71,042	\$ 82,165
12	\$ 62,850	\$ 72,807	\$ 84,229
13	\$ 64,435	\$ 74,630	\$ 86,325
14	\$ 65,990	\$ 76,515	\$ 88,504
15	\$ 67,664	\$ 78,398	\$ 90,717

