

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

**1. WORDING FOR AGENDA:**  
Request Board approve revised collective bargaining agreement between Lee County Port Authority and the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc.

**2. SUBJECT CATEGORY:**  
Budgeting, Purchases, Contracts, and Agreements

A14A

**3. MEETING DATE:** 11-30-2004

**4. AGENDA:**

CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC

**TIME REQUIRED:**  
(Public Only)

**5. REQUIREMENT/PURPOSE:**  
(Specify)

STATUTE  
 ORDINANCE  
 ADMIN.CODE  
 OTHER

**6. REQUESTOR OF INFORMATION:**

A. (ALL REQUESTS)  
 NAME Gregory S. Hagen  
 DEPT. Port Authority Attorney's Office

B. (PUBLIC ONLY)  
 CITIZEN NAME \_\_\_\_\_  
 CITIZEN PHONE \_\_\_\_\_

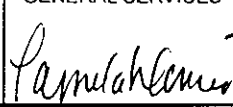
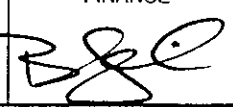
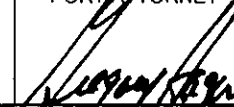
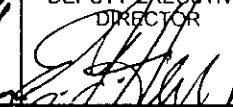

**7. BACKGROUND:**

In March of 1992, the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc., was certified by Florida's Public Employee Relations Commission as the collective bargaining unit for the Lee County Port Authority's Aircraft Rescue and Fire Fighting Technicians and Firefighters. The first contract was ratified in 1994, and subsequent three-year contracts followed in 1995, 1998, and 2001.

A new contract was negotiated by both parties and was ratified by the collective bargaining unit on October 6, 2004. On November 8, 2004, the Board of Port Commissioners deferred review of the agreement. The Union and the Port Authority's representative subsequently ratified the revised agreement attached.

**8. RECOMMENDED ACTION:**  
Recommend Board approve revised collective bargaining agreement between Lee County Port Authority and the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc.

**9. RECOMMENDED APPROVAL**

DIVISION DIRECTOR	GENERAL SERVICES	FINANCE	PORT ATTORNEY	DEPUTY EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR
					

**10. SPECIAL MANAGEMENT COMMITTEE ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

\_\_\_\_\_ Chairman

**11. PORT AUTHORITY ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

**THE COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**THE LEE COUNTY PORT AUTHORITY**

**&**

**SOUTHWEST FLORIDA PROFESSIONAL FIRE FIGHTERS & PARAMEDICS**

**LOCAL 1826, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, INC.**

**2004-2007**

## INDEX

Article 1.	PREAMBLE .....	3
Article 2.	RECOGNITION .....	3
Article 3.	STRIKE PROHIBITION AND WORK REQUIREMENTS .....	4
Article 4.	MANAGEMENT RIGHTS .....	4
Article 5.	NON-DISCRIMINATION .....	7
Article 6.	DUES CHECK-OFF .....	7
Article 7.	PAYROLL DEDUCTION .....	10
Article 8.	RULES AND REGULATIONS .....	11
Article 9.	GRIEVANCE PROCEDURE .....	11
Article 10.	LAYOFF .....	14
Article 11.	LEAVE OF ABSENCE WITHOUT PAY .....	15
Article 12.	SICK LEAVE .....	17
Article 13.	BEREAVEMENT LEAVE .....	19
Article 14.	LEAVE FOR CIVIC DUTIES .....	20
Article 15.	VACATION/ANNUAL LEAVE .....	21
Article 16.	HOLIDAYS .....	24
Article 17.	PAY PLAN .....	26
Article 18.	HOURS OF WORK/WORKDAY .....	27
Article 19.	ALCOHOL/DRUG TESTING .....	28
Article 20.	WORKERS' COMPENSATION .....	30
Article 21.	UNIFORMS AND EQUIPMENT .....	31
Article 22.	SHIFT EXCHANGE .....	35
Article 23.	INCENTIVE PAY .....	36
Article 24.	PENSION .....	39
Article 25.	INSURANCE .....	39
Article 26.	EMPLOYEE ASSISTANCE PROGRAM (E.A.P.) .....	40
Article 27.	RECOGNITION AWARDS .....	40
Article 28.	DISCHARGE AND DISCIPLINE .....	40
Article 29.	DRIVER'S LICENSE .....	42
Article 30.	OUTSIDE EMPLOYMENT .....	42
Article 31.	TELEPHONES/PAGERS .....	42
Article 32.	UNION BUSINESS .....	43
Article 33.	TRAVEL REIMBURSEMENT .....	44
Article 34.	MISCELLANEOUS PROVISIONS .....	44
Article 35.	EDUCATIONAL EXPENSES .....	45
Article 36.	BULLETIN BOARD .....	46
Article 37.	PROMOTION AND TRAINING .....	46
Article 38.	OCCUPATIONAL MEDICAL EVALUATION .....	56
Article 39.	OVERTIME .....	56
Article 40.	SAVINGS CLAUSE .....	61
Article 41.	TERM OF AGREEMENT .....	62

## Article 1. PREAMBLE

### Section 1.01

In accordance with Chapter 447, Part II of the Florida Statutes, this agreement is entered into by and between Lee County Port Authority (hereinafter, the AUTHORITY) and the Southwest Florida Professional Fire Fighters and Paramedics, Local 1826, International Association of Fire Fighters, Inc. (hereinafter, the UNION).

### Section 1.02

It is the intended purpose of this Agreement to achieve and maintain harmonious relations while giving a clear understanding of what has been agreed between the AUTHORITY and the UNION. It is contemplated that this Agreement will serve the public interest by maximizing the efficiency and productivity of employees while providing fair treatment and compensation, and provide a procedure for the resolution of claims if either party has violated this agreement.

## Article 2. RECOGNITION

### Section 2.01

The AUTHORITY hereby recognizes the UNION as the exclusive bargaining agent for all included employees of the AUTHORITY Aircraft Rescue and Fire Fighting Department as certified by the Florida Public Employees Relations Commission in Case No.RC-91-075, Cert. #979, March, 1992, as amended by Order Number 01E-066, March 9, 2001.

The appropriate bargaining unit is comprised as follows:

#### INCLUDED:

Aircraft Rescue and Fire Fighting Technician  
Engineer  
Firefighter  
Firefighter Trainee

#### EXCLUDED:

Chief, Aircraft Rescue and Fire Fighting  
Battalion Chief, Aircraft Rescue and Fire Fighting  
Captain, Aircraft Rescue and Fire Fighting  
Fire Safety Inspector

Administrative Coordinator

All other employees of the Lee County Port Authority

### **Article 3. STRIKE PROHIBITION AND WORK REQUIREMENTS**

#### Section 3.01

The UNION and bargaining unit members do not assert and will not assert or advocate any right to engage in any work stoppage, slow down or strike, or to withhold services or otherwise hinder the AUTHORITY's operations. Each employee shall comply with this Article and the strike prohibition of Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6.

#### Section 3.02

The AUTHORITY shall discipline any and all employees who violate any provision of the law prohibiting strikes or this Article, up to and including discharge.

#### Section 3.03

In justice and fairness to the AUTHORITY and persons which are served, all employees shall report to work on time, not leave early unless authorized, be prompt in reporting to their assigned duties, and faithfully perform their duties.

### **Article 4. MANAGEMENT RIGHTS**

#### Section 4.01

The union recognizes that it is the function of the AUTHORITY to determine and direct the policies, mode, and method of providing its services, without any interference in the management and conduct of the authorities business on the part of the UNION or any of its representatives.

#### Section 4.02

The AUTHORITY shall continue to exercise the right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. It is the right of the AUTHORITY to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the AUTHORITY to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. The AUTHORITY has the right to discipline, temporarily lay off, or discharge employees for just cause, also to assign work and determine duties and performance standards of employees; to determine, establish and or revise the method, processes and means of providing departmental services, to schedule hours of work; to determine the number of personnel assigned duty at any time and to perform all other functions not otherwise expressly limited to this

agreement. The exercise of the described management functions by the AUTHORITY shall not be contrary to the express provisions of the collective bargaining agreement.

### Section 4.03

Without limiting the provisions of section 4.2, but in order to clarify some of the more important unilateral rights retained by management, the authority shall have the following unilateral rights:

- (a) To determine the size and composition of the workforce, including the number or composition of employees assigned to any particular operation, shift or turn.
- (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.
- (c) To hire, promote, layoff and recall laid off employees.
- (d) To reprimand, discharge or otherwise discipline employee for just cause.
- (e) To maintain and improve the efficiency of employees.
- (f) To determine job content and essential qualifications for job classifications, and the amount and type of work.
- (g) To engage in experimental projects.
- (h) To determine need and require employees to work overtime.
- (i) To discontinue and/or expand any of its ARFF department or operations, and to transfer or assign all or any part of its operation or any part thereto to new facilities.
- (j) To determine and monitor standards of fitness of employees to perform essential job duties.
- (k) To determine services to be performed by employees, discontinue or otherwise dispose or transfer any or all work operation or services or part thereof.
- (l) To make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies.
- (m) To control and regulate or discontinue the use of equipment, vehicles and other property or services used, owned, possessed or leased by the authority.
- (n) To maintain, enforce, rescind or change Port Authority or ARFF department policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this agreement, including the right to alter or vary existing or past practices as the authority may determine to be necessary for the orderly and

efficient operations, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this agreement.

- (o) To determine the qualifications for and select its supervisory, clerical, professional, part-time and management, and other non-bargaining staff.
- (p) To determine the work to be performed during the employees' regular work day or shift and require that all work be performed in a safe, satisfactory, and workmanlike manner.

#### Section 4.04

The AUTHORITY's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the AUTHORITY from exercising the same in some other way not in conflict with the express provisions of this agreement.

#### Section 4.05

There shall be complete regard for the right, responsibilities and prerogative of AUTHORITY management under this agreement. This agreement shall be so construed that there shall be no diminution or interference with such rights, responsibilities and prerogatives, except as expressly modified or limited by this agreement.

#### Section 4.06

The Board of Port Commissioners, subject to state law, has the sole authority to determine the purpose and mission of the AUTHORITY and the amount and allocation of the budget.

#### Section 4.07

If, in the discretion of the AUTHORITY, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, air carrier incident, hurricanes, other weather conditions, or similar catastrophes, the provisions of this agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

#### Section 4.08

Delivery of the AUTHORITY'S services in the most efficient, effective and courteous manner is of paramount importance. Accordingly, the union agrees that it will instruct its members to work diligently in order that the services performed meet the standards set by the AUTHORITY.

## Section 4.09

Nothing contained in Article 4 or 8 shall waive the UNION's rights to negotiate and or impact bargain over the effects of a decision by the AUTHORITY on wages, hours, and terms and conditions of employment, as required in Chapter 447, Part 11, Florida Statutes. The request to bargain under this section must be made within thirty (30) calendar days of the date the Union became aware of a proposed change that is subject to impact bargaining. Nothing contained in Article 4 or 8 shall give the AUTHORITY more control of power over bargaining unit members than Florida Statutes 447.209 specifies.

## **Article 5. NON-DISCRIMINATION**

### Section 5.01

Neither the AUTHORITY nor the UNION shall discriminate against any employee covered by this Agreement because of union membership or non-membership.

### Section 5.02

The AUTHORITY shall not discriminate between bargaining unit employees and non-bargaining unit employees in areas of discipline, subject to the provisions of Article 28 of this agreement.

### Section 5.03

Employee's rights as provided by local, state and/or federal law are hereby preserved; provided that allegations of discrimination based on race, sex, religion, national origin, disability, age or color will be resolved in the appropriate court or administrative agency and not under Article 9, the grievance and arbitration procedure.

## **Article 6. DUES CHECK-OFF**

### Section 6.01

The AUTHORITY shall deduct from the pay of all UNION members who authorize such deduction, the monthly dues payable to the UNION. The AUTHORITY reserves the right to bill the UNION for the reasonable cost of dues deduction if the AUTHORITY is billed for these services.

### Section 6.02

Payroll deduction shall be accomplished on the first and second pay period of each month.



### Section 6.03

Employees desiring the dues deduction shall authorize it by completing the appropriate form included in Article 7.

### Section 6.04

The UNION agrees to indemnify, and hold harmless, the AUTHORITY from and against any liability, real or asserted of any kind or nature whatsoever, to any person or party, on account of the AUTHORITY'S compliance with this article. The AUTHORITY has no obligation to inform employees of the amount of union dues or change of such dues.

### Section 6.05

It shall be the UNION's obligation to keep the AUTHORITY at all times informed, by certification of the Secretary/Treasurer of the UNION, of the amount of the uniform dues. Dues will only be deducted as the employee complies with section 6.1 of this Article.

### Section 6.06

The AUTHORITY's monthly transmission of dues money to the UNION will be accompanied by a list of names of employees affected, and the amount transmitted with regard to each.

### Section 6.07

The AUTHORITY will not deduct or transmit to the UNION at any time any monies representing fines, fees, penalties, or special assessments.

### Section 6.08

The obligation to commence making dues deductions on an account of any particular employee shall become effective with respect to the calendar month following the month in which the AUTHORITY receives the dues authorization, if prior to the 20th of the month.

### Section 6.09

Any employee may withdraw from membership in the UNION at any time upon 30 days written notice to the AUTHORITY and the UNION. Upon receipt of such notification, the AUTHORITY shall terminate dues as soon as practical.

Section 6.10

The AUTHORITY shall provide access to, bargaining unit members, the computer database to retrieve current addresses and phone numbers. Each UNION member shall agree to authorize this with the dues deduction form on Article 7.

**Article 7. PAYROLL DEDUCTION**

***LEE COUNTY PORT AUTHORITY AUTHORIZATION FOR PAYROLL DEDUCTION***

I hereby authorize the Lee County Port Authority, or it's agent, to deduct from my earnings, the regular monthly dues (uniform in dollar amount), in the amount certified by the Treasurer of Local 1826/IAFF, Inc., and further authorize the remittance of such amount(s) to said Local UNION in accordance with the currently effective Agreement between the AUTHORITY and said UNION. This authorization is revocable by a notice in writing to the AUTHORITY. I also request the AUTHORITY to disclose any changes to my address or phone number to the UNION if requested.

This certified monthly dues, to Local 1826 will be evenly divided and deducted from the first and second paychecks of each month.

I hereby waive all rights and claims for said moneys so deducted and transmitted in accordance with this authorization and, further and separately, relieve the AUTHORITY and any agent of the AUTHORITY from liability therefore.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_

---

---

**AUTHORIZATION TO STOP PAYROLL DEDUCTION**

I hereby authorize the AUTHORITY to stop deducting the sum that was designated and made current by the Treasurer of Local 1826/IAFF, Inc., from my wages. Also stop forwarding any address or phone number changes to the UNION office.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_

## **Article 8. RULES AND REGULATIONS**

### Section 8.01

All rules, regulations, General Orders (GO), Standard Operation Procedures (SOP), or regulations, existing at the ARFF Department or its employees in place on the effective date of this Agreement shall remain in full force, if not specifically in conflict with any Article or Section of this Agreement. The ability to change, modify or delete rules, policy or procedures rests with the AUTHORITY so long as it does not affect wages, terms and/or conditions of employment. Items affecting wages, terms and/or conditions of employment will be negotiated and/or impact bargained, if not in conflict with any part of the agreement.

### Section 8.02

A copy of any new rules, regulations, ARFF Department Standard Operating Procedures or changes in existing ones, and memos implementing revisions to the above shall be submitted to the UNION's District Vice President (DVP) for review at least ten (10) business days prior to the implementation date. The review by the DVP is solely to determine if negotiations are needed on new, revised rules, regulations, Department SOP's, or memos impacting terms and conditions of employment. A copy shall then be available for employees at Station I and II for review/reference.

### Section 8.03

A complete set of Job Descriptions, General Orders (GO) and Standard Operating Procedures (SOP) will be available at Station I and II for employees to access and review. The employee will be responsible for signing out the GO or SOP whenever they are removed from the library. However, the GO and the SOP books shall not at any time be removed from Station I or Station II.

## **Article 9. GRIEVANCE PROCEDURE**

### Section 9.01

In a mutual effort to provide harmonious working relations between the parties to this Agreement, 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 this Agreement.

### Section 9.02

Definitions: for the purpose of this Agreement, a grievance is defined as an alleged violation of a specific written provision of this agreement, which involves the meaning, interpretation, or application of this agreement. The grievant is either the individual directly affected by the alleged violation of this agreement, or the District Vice President or his designee, as indicated in writing. A business day is Monday through Friday, excluding Port Authority designated Holidays.

### Section 9.03

Nothing in this Agreement shall be construed to prevent any employee from presenting, his/her own grievance in person or by legal counsel, to the AUTHORITY and having such grievances adjusted without the intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement and if the UNION has been given reasonable opportunity to be present at any meeting called. Notice for the Union to be present shall be accomplished through the employee notifying the Union if representation is desired.

### Section 9.04

- (a) Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual agreement of the parties in writing.
- (b) The UNION will not be required to process grievances for employees who are not members of the UNION, but will be given the opportunity to be present at any meeting where the grievance may be settled. The AUTHORITY will not be responsible for notifying the UNION of any meetings where grievances may be settled.

### Section 9.05

All grievances as outlined above must be in writing and must contain the following information:

- (a) Specific Article(s) and Section(s) of the Agreement alleged to have been violated;
- (b) A full statement of the grievance, giving facts, dates and times of events, and specific violation with the remedy or adjustment desired;
- (c) Signature of aggrieved employee and date signed.

### Section 9.06

Grievances shall be processed in accordance with the following procedures. If the resolution sought by the grievant is not attained, or a mutual agreement (in writing) is not reached, the AUTHORITY will be responsible for submitting the grievance to Step 3. The UNION will be responsible for deciding to send the grievance to arbitration.

- (a) STEP 1: The grievant shall have seven (7) business days in which to informally resolve the possible violation of the contract. The grievant shall first verbally discuss the issue with the supervisor in question. If the outcome is not satisfactory, the grievant should proceed up the chain of command in an effort to informally rectify the discrepancy. If the grievant is unable to attain a satisfactory outcome or the seven (7) business days is nearing its expiration date, the grievant shall proceed to Step 2 if he/she desires to formally place the grievance in writing.

- (b) STEP 2: The grievant shall present in writing his/her grievance to the supervisor who caused the grievance or shift supervisor, if being grieved by the Union, within seven (7) business days of the alleged violation and/or the time the grievant gained knowledge of the alleged violation of the contract. The supervisor, within seven (7) business days of being presented the grievance, shall respond back in writing to the grievant.

The supervisor may or may not request a meeting between the grievant and his/herself. If such meeting takes place, it shall be conducted, if possible, while the grievant is on-duty and at a mutually agreeable time with the DVP, if a Union representative is being requested. If the grievant's resolution is not met and the grievant has not stated such in writing, the grievance is automatically forwarded to the Fire Chief by the supervisor.

- (c) Step 3: The Fire Chief or his designee shall investigate the alleged grievance and shall, within twelve (12) business days of the receipt of the written grievance from Step 2, conduct a meeting with his representative, the grievant, and his/her representative, as needed. All parties will mutually agree to the meeting date. The Fire Chief or his designee shall notify the aggrieved employee of the decision factually stating why the grievance was upheld or denied no later than twelve (12) business days following the meeting date.

If a grievance, as defined in this Article, has not been satisfactorily resolved with the grievance procedures, the UNION shall notify the Fire Chief's Office in writing no later than ten (10) business days after the response is received from Step 3 of the Grievance Procedure.

### Section 9.07

The parties affected shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (the grievant shall strike first) until the last name is reached. The striking of names will take no longer than ten (10) business days from receipt of said panel.

### Section 9.08

Limitations on the powers of Arbitrator are as follows:

- (a) The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
- (b) The Arbitrator shall have no power to establish wage scales, rate for new jobs, or, except if he is specifically empowered, to change any wage.
- (c) The Arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Article 9 section 9.2.

### Section 9.09

There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the UNION and on all bargaining unit employees and on the AUTHORITY, provided, however, that the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction or violates the Florida Arbitration Code.

In the event that either party claims a dispute is Non-Arbitral, the Arbitrator will rule on that issue prior to the merits of the grievance.

### Section 9.10

Both parties will split the cost of the Arbitrator and court reporting equally. Each side desiring a transcript will pay for it. Expenses for witnesses shall be borne by the party calling them.

### Section 9.11

Previous decisions by the UNION to abstain from the filing of a grievance on any issue discussed in the collective bargaining agreement is not an admission of agreement with the AUTHORITY's decision and shall not be cited as past practice. Furthermore, the AUTHORITY's actions shall not be held as past practice if they grant leniency on any article for a period of time and then revert back to the specific language in the contract.

### Section 9.12

Article 1 shall not be allowed to be cited in a grievance on its merits alone.

## **Article 10. LAYOFF**

### Section 10.01

**LAYOFF** - Any bargaining unit employee may be laid off when it becomes necessary by reason of, but not limited to: lack of work, shortage of funds or for other legitimate reasons consistent with Article 4.

### Section 10.02

In the event the AUTHORITY announces a reduction in force, temporary and newly hired probationary employees shall be the first laid off. If further reductions are necessary, non-probationary employees, and employees who are on promotional or transfer-probation shall be laid off.

### Section 10.03

The order of such lay-offs shall be based on seniority by hire date, the last hired will be the first laid off. However, if the AUTHORITY determines there are valid grounds based on job performance and/or a demonstrable difference in ability or qualifications, the AUTHORITY may depart from the principle of seniority in the implementation of layoffs.

In any grievance arising out of the application of this provision, the AUTHORITY shall bear the burden of showing that a demonstrable difference exists to warrant departure from the principle of seniority.

Laid off regular employees will receive full payment for all accrued vacation time (annual leave) at the employee's current rate of pay. Regular employees with less than six (6) years of continuous service with the Port Authority who are laid off shall receive payment for thirty-seven and one-half percent (37.5) of accrued sick leave. Regular employees with more than six (6) years of continuous service with the Port Authority who are laid off shall receive payment fifty percent (50%) of accrued sick leave.

### Section 10.04

**RECALL** – A recall list shall be maintained for twenty-four (24) months for each reduction in force. Laid off employees shall be recalled to the classification from which they were laid off in the reverse order in which they were laid off, provided that they have not been terminated under the following provisions: The employment relationship shall be broken and terminated if the employee is laid off in excess of twenty-four (24) months, or the employee fails to return to work within five (5) calendar days after having been recalled in writing by notice sent certified mail with return receipt requested, addressed to the last known address on file received from the laid off employee.

### Section 10.05

For purposes of vacation and sick leave accrual rate only, recalled employees shall retain credit and seniority for prior service. Laid off employees who are "rehired" within three (3) months of the effective date of layoff to regular AUTHORITY positions other than the classification in which they were assigned at the time of layoff, shall retain credit for prior service for purposes of vacation and sick leave accrual rates only. Vacation and sick leave benefits shall be paid at the time of layoff as indicated in Section 10.3. Laid off employees shall not accrue vacation or sick leave benefits during the period of laid off.

## **Article 11. LEAVE OF ABSENCE WITHOUT PAY**

### Section 11.01

Upon written request from an employee, and recommendation from the Department Director, the Executive Director of the Port Authority may grant a leave of absence, without pay, where good cause



is shown, for a period not to exceed thirty (30) days, provided such leave is not detrimental to the operations of the AUTHORITY. The leave may be extended or renewed for additional periods of thirty (30) days for reasons which, in the opinion of the Executive Director, are satisfactory.

### Section 11.02

Leaves are intended to be granted only for temporary disability, health, education, military service, and extenuating and extraordinary personal reasons. Where an employee requests a leave of absence without pay for a period of time not to exceed five (5) working days as a result of illness, such leave may be approved by the Department Director, provided the employee has exhausted his/her accrued sick leave and vacation leave.

### Section 11.03

Other than retaining the original date of hire, no benefits, including sick and annual leave accrual, will accumulate during unpaid leaves of absence.

Section 11.04 If leave without pay is granted, an employee's insurance benefits will be continued only if the employee remits to the Port Authority the total premium amount which includes both the employee's and the Port Authority's share.

Section 11.05 Pregnancy, childbirth or related medical conditions will be treated the same as temporary disabilities caused or contributed to by other medical conditions, as stated in Article 11, 11.2.

### Section 11.06

Employees reporting to work late by three (3) hours or less may be required to take a leave of absence without pay for the time missed. The leave of absence without pay will be rounded up to the quarter hour. Employees reporting to work late by greater than three (3) hours or not reporting to work will be considered absent without leave.

### Section 11.07

Employees not ready for work will be considered late for work and receive NO PAY per Article 11.6 until 100% ready for work. Employees shall have a proper ARFF uniform on, proper ID, meet the grooming standards and have their protective equipment ready for response as defined by the AUTHORITY. Employees that forget their ID shall inform their shift supervisor before the shift begins, shall not lose pay. The shift supervisor shall provide a landside escort so a temporary ID can be obtained before the start of a shift. An employee that does not have his/her proper ID at the start of the shift and fails to notify shift supervisor shall be subject to the no pay provision described in Article 11.6.

### Section 11.08

Time an employee is absent without approved leave or unauthorized absence will be treated as time off without pay and subject to the appropriate section(s) of this agreement and subject to disciplinary action.

### Section 11.09

Employees absent without approved leave or unauthorized absence for five (5) shifts or more will be considered in abandonment of their position. During the five (5) shift absence the Union and Fire Chief will discuss actions taken to contact the employee in an attempt to determine the reason for the absence. At the conclusion of the five (5) shift absence and the AUTHORITY has been unsuccessful in contacting the employee, the AUTHORITY will send a certified letter, to the employees last known address, advising he/she has five (5) calendar days to contact the Fire Chief or his/her employment with the AUTHORITY will be terminated.

## **Article 12. SICK LEAVE**

### Section 12.01

**Sick Leave** - Employees in the bargaining unit shall accrue 5.6 hours of sick leave per pay period.

### Section 12.02

**Probationary Employee** - Any probationary bargaining unit employee may use any sick leave that accrues during their probationary period.

### Section 12.03

**Payment in Lieu of Sick Leave** - Upon resignation or state defined retirement, after an employee has six (6) credited years of service with the AUTHORITY and is vested with six (6) years of service in the Retirement System, an employee will be entitled to be paid for 50% of his or her accrued sick leave at their current rate of pay. Upon resignation or retirement, employees who have not completed six (6) years of service with the AUTHORITY, will be paid for 37.5% of his/her accrued sick leave. Such accrued time for a deceased employee (as credited above) shall be paid to the employee's designated beneficiary regardless of time with the AUTHORITY. Upon resignation or retirement, employees who have not completed one (1) year of service with the AUTHORITY, will not be paid for his/her accrued sick leave.

**Approved Uses of Sick Leave** - Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may be utilized for any of the following: 1) Employee sickness; 2) To provide care for an employee's immediate family living with or without the employee; 3) Medical appointments for the employee, immediate family member; 4) Quarantine by health authorities or a physician for the employee, immediate family; 5) To visit an employee's immediate family while having same day surgery, out-patient treatment, or hospital stays; 6) To assisted an employee's immediate family, in

rehabilitation from any medical treatment or hospital stay; or 7) Other illness or injuries not restricted by this agreement at the discretion of the Fire Chief. Employees using sick leave must give his/her supervisor the estimated time he/she will miss work. Sick leave must be used at a minimum of 3-hours to start and in 15-minute intervals thereafter.

**Immediate Family** - For purposes of this Article, Immediate Family is defined as a spouse, child, grandchild, mother, brother, sister, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, foster child, legal guardian, or any financially dependent.

#### Section 12.04

**Notification of Absence** - Notification of absence due to illness or injury shall be given to the supervisor on duty at ARFF Station II, as early as possible. However, all employees must provide at least one (1) hour advance notice of their inability to report for duty (calls should be minimized between the hours of 2200 - 0530 hrs.). Failure to provide minimum one (1) hour notification shall result in one (1) hour no-pay for each quarter hour increment. Failure to provide notification within one hour after schedule arrival time shall result as no-pay for all time off and subject the employee to disciplinary action. Employees requesting to utilize sick leave after arriving at work more than twice per fiscal year shall be required to submit a proof of illness/injury certificate, paid receipt, or receipt for prescription medication.

Failure to provide any notification will fall under Leave of Absence Without Pay article.

#### Section 12.05

**Abuse of Sick Leave** - Abuse of sick leave benefits may be grounds for immediate disciplinary action including but not limited to dismissal. Examples of Abuse of Sick Leave include a pattern of calling in sick on pre-scheduled overtime; excessive use of sick leave without a proof of illness slip; and/or a pattern of usage before vacation, Station I assignments, weekends, trade time, etc.

#### Section 12.06

**Excused and Unexcused Sick Leave Requirements** - Fifty-six (56) hour per week employees shall be granted five (5) total (see exception in Abuse of Sick Leave) unexcused instances of sick leave per fiscal year. After an employee has been granted the total number of unexcused sick leave, the employee must present a medical certificate/receipt, obtained at the employee's expense, on their first shift back to work for all other sick leave occurrences. An unexcused absence shall be defined as a return to work from sickness or injury without presenting a Doctor's certificate, or paid receipt, or receipt for medication obtained at the employee's expense. A Doctor's certificate/receipt shall also be required of any employee returning to work after the use of three (3) or more consecutive shifts of sick leave. The notice of return to work form is required for all employees missing three (3) or more consecutive shifts of sick leave for an injury. The employee will not be allowed to work until his/her supervisor approves the form. If the employee fails to present a medical certificate/receipt on their first shift back to work, the employee will forfeit his/her pay for the day(s) lost and said day(s) will not

be charged against the employee's accrued sick time. The doctor's certificate, paid receipt, or receipt for prescription medication must be turned in before 1900 hours. A fax copy will be accepted.

The receipt for prescription medication must be clearly dated between the date the employee last worked till he or she returned to work.

### Section 12.07

**When Accumulated Sick Leave is Expended** - When an employee's term of illness exceeds his/her accumulated sick leave, he/she may use his/her accumulated vacation time, rather than applying for leave without pay. All accrued sick leave hours and vacation hours must be expended before applying for leave without pay.

### Section 12.08

**Sick Leave Conversion** - As an incentive to reduce or minimize sick leave usage that may result in costs to the AUTHORITY for providing overtime coverage, the conversion of sick leave pursuant to this Agreement will be effectuated during the month of January for the prior payroll year. This plan is optional for the employee. All requests for conversion, under this policy, must be made by the employee, in writing, to the Fire Chief during the month of January. The Authority will be responsible for notifying employees how much time they can convert and for providing the forms for converting hours. Any time you accrued prior to the last check date of the year, is eligible for sick leave conversion. This is limited only by the accrued limits on annual leave set forth within this Agreement.

The conversion for 56-Hour Workweek is as follows:

<u>Hours Used</u>	<u>Hours Converted</u>
0hrs.	96 hours
1 - 24 hrs.	80 hours
25 - 48 hrs.	72 hours
49 - 72 hrs.	60 hours
73 - 96 hrs.	36 hours
Over 96 hrs.	0 hours

## **Article 13. BEREAVEMENT LEAVE**

### Section 13.01

Bereavement - Fifty-six (56) hour employees shall be granted, upon request, up to fifty-six (56) hours upon the death of an immediate family member.

### Section 13.02

**Immediate family** shall mean: husband, wife, father, mother, brother, sister, son, daughter, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather,

grandmother, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, financial dependent, guardian, or at the sole discretion of the ARFF Chief.

### Section 13.03

Such requests should be approved prior to the leave by the ARFF Chief or his/her designee, but may be approved by the shift commander on duty. A Leave Request Form must be submitted prior to the leave and immediately upon return to duty.

Section 13.04 . In instances where the employee must travel more than three hundred (300) miles one way from his/her residence, he/she shall be granted up to seventy-two (72) hours of bereavement leave.

Section 13.05 An employee may be allowed to utilize 12-hours of sick leave if he/she needs the balance of the 3<sup>rd</sup> shift under such circumstances. In this case the employee must notify the employer no later than 1-hour prior to the scheduled return to duty time. Early notice is encouraged.

## **Article 14. LEAVE FOR CIVIC DUTIES**

### Section 14.01

**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 for the time served including travel time, and will be paid the regular rate of pay for those work hours while on jury duty. All employees required to serve on jury duty shall report to their supervisor that they have been notified for that purpose within twenty-four (24) hours of receiving such notice, but in no event, later than the end of their next assigned shift. A copy of the official notice shall be submitted to the immediate supervisor. When an employee is released or is excused from jury duty, the employee shall return to duty, per their schedule for work. Payments received by the employee for jury duty, except for meals, travel and lodging expenses shall be endorsed to the Port Authority.

### Section 14.02

**WITNESS DUTY** - Any employee who during his/her normal work shift attends any legal proceedings on behalf of the Port Authority, or if it is a matter in which the employee is not testifying against the AUTHORITY, and the employee is under proper subpoena, shall be paid as if engaged in the employee's normal work. All employees who are required to serve on witness duty shall report to their supervisor that they have been notified for that purpose within twenty-four (24) hours of receiving such notice, but in no event, later than the end of the next assigned shift. A copy of the official notice shall be provided to the immediate supervisor. Payments received by the employee for witness duty, except for meals, travel and lodging expenses shall be endorsed to the Port Authority.

Section 14.03

**TIME OFF TO VOTE** - Employees, who request time off to vote on all designated Federal, State, or Local election days, must make such request on a leave request form for approval, forty-eight hours before the polls open. The AUTHORITY shall allow (1) hour off with pay from 0700 to 0800 hrs. Up to two (2) hours additional vacation leave may be used by each employee whose shift conflicts with polling hours. The AUTHORITY will schedule overtime from the off going shift, as needed, to allow all personnel with schedule conflicts to vote prior to reporting to work for their shifts.

Employees coming in on unscheduled overtime must inform the Duty Officer that he/she will need to come in later for the overtime to allow for voting.

Section 14.04 **MILITARY LEAVE** - Military leave shall be granted in accordance with applicable State and Federal law.

**Article 15. VACATION/ANNUAL LEAVE**

Section 15.01

All employees are entitled to use annual leave.

Section 15.02

**SCHEDULE FOR VACATION ACCRUAL RATE**

PER BI-WEEKLY PAY PERIODS		
LENGTH OF SERVICE	ANNUAL LEAVE HOURS 56 HR. WORKWEEK	PAY PERIOD ACCRUAL RATE 56 HR. WORKWEEK
1-5 years	144	5.54
5-10 years	204	7.85
10-15 years	252	9.69
15-20 years	300	11.54
20> years	336	12.92

### Section 15.03

Vacation/annual leave shall be earned as of the first day following the end of each bi-weekly pay period, as observed by payroll. All employees will be charged on an hour-for-hour basis for time used as vacation. Vacation shall be utilized in a 3-hour minimum and then 15-minute intervals thereafter.

### Section 15.04

Regular employees, including initial probationary employees, who are terminated, resign, or retire, shall be paid for any accrued vacation earned but not taken prior to the date of termination, resignation, or retirement. An employee may only accumulate 432 hours of vacation leave. The accumulation of vacation leave starts on the first day of full-time employment, but is not eligible for use until the employee has completed six (6) months of service with the AUTHORITY . Once the Port Authority Human Resources Department has received a completed copy of the Florida Retirement system application for service retirement, an employee may accumulate up to 500 hours of vacation leave to be cashed out and used toward the calculation of the employee's average final compensation, per Florida Statute.

### Section 15.05

One employee may be permitted off on vacation with the exception of the days needed for FAR 139 compliance pit fires training, MCI drill, or same day vacation if an employee is out sick.

### Section 15.06

No more than six (6) twenty-four (24) hours shifts can be taken, including all forms of leave or substitution, unless approved by the Fire Chief. Any employee making a departmental transfer will retain any unused vacation.

### Section 15.07

All requests are to be submitted in writing on a leave request form and approved by the supervisor, in writing, before it is taken. Violation of these rules may result in the employee being considered to have an unauthorized absence with appropriate corrective actions being taken.

### Section 15.08

No employee shall request annual leave unless the time requested has already accrued or will accrue prior to the start of the vacation.

### Section 15.09

Pre-paid vacation will not be granted for less than one week's pay

## PROCEDURES:

Selection of primary and birthday leave will be done during the month of October each year for the following year after the AUTHORITY has selected up to the six (6) days needed for our FAR 139 compliance pit fire training and MCI drill. Opportunity will be given to all eligible bargaining unit employees to bid a primary vacation. The Senior ARFF Technician on shift shall assist the shift supervisor with compiling the vacation and birthday leaves.

- (a) Primary (PAV), and Birthdays (BD) will be determined in that order and by rank, time in rank, and time in department, in that order.
- (b) The total primary vacation shall not exceed (6) six shifts.

### Section 15.10

Once all bargaining unit employees have had an opportunity to bid for and receive a primary vacation, then each employee will bid for birthday leave.

- (a) The process outlined above will be utilized.
- (b) Birthday leave may be taken following the employee's birthday, provided the requested day is available. The Birthday leave shall be utilized before any additional vacation leave can be requested and shall be utilized before the employee's next birthday.

### Section 15.11

After all bargaining unit personnel have had an opportunity to bid a primary vacation; the appropriate forms will be completed and submitted to the immediate supervisor.

### Section 15.12

Other vacation requests may be submitted, beginning December 1<sup>st</sup> and continuing through the following calendar year, for any number of hours, up to six (6) shifts. Employees returning to work early may ~~only~~ have their vacation time adjusted in ½-hour increments. Minimal adjustments to vacation time are discouraged by both the UNION and management due to its workload burden on management.

These vacations will be handled on a seniority basis, (Same as a primary vacation request) will be immediately be placed on the master calendar, if availability potentially exists as determined by manning needs or prescheduled training. Employees at Station I may call the supervisor and advise that a vacation request has been filled out and placed in the outbound mail. The supervisor shall accept this as notification so as to deny any other requests for that day.



### Section 15.13

Requests for leave that are submitted at the beginning of a shift shall be granted based on staffing considerations and other conflicts. Vacation leaves submitted after 0600 hours for that day will be approved by the on-coming shift supervisor after manning and employees are ready for work, but not before 0700 hours. At the discretion of the Chief or his designee, emergency leave may be granted to an employee in extenuating circumstance.

### Section 15.14

Requests for leave that encompass a holiday, as specified in the Holiday article, will be considered on a rotational basis.

The shop steward on each shift will make the interpretation and implementation of the holiday rotation during the vacation bidding process.

### Section 15.15

#### **CANCELLATION:**

An employee may cancel any requested and/or approved leave. It is encouraged that cancellation, when necessary, be made as early as possible to free up available time for fellow employees. As a professional courtesy to fellow employees, leave request should not be made unless you are relatively certain you will be using it. Securing dates based on speculation is discourteous and highly discouraged.

## **Article 16. HOLIDAYS**

### Section 16.01

All employees will receive pay of twelve (12) hours for each holiday recognized. For the personal leave day (birthday) each employee shall be given twenty-four (24) hours off with pay, to be scheduled in advance through the employee's supervisor, but shall not receive holiday pay. Employees, who utilize sick leave the day before, or day of a holiday, shall forfeit holiday pay. An employee who resigns and does not work the holiday or a shift after the holiday shall forfeit holiday pay.

### Section 16.02

The following are the recognized holidays for this Agreement:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veterans Day	As designated
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday
Christmas Day	December 25
Martin Luther King Day	As designated
Personal Leave Day	Designated as the employee's Birthday or within one year

Christmas Day and New Years Day - An extra holiday day may be granted in accordance to the day of the week that the holiday falls on. The schedule is as follows:

<u>DAY HOLIDAY FALLS ON</u>	<u>DAYS OFF</u>
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday

If the AUTHORITY proposes a reduction of holidays provided in this Article, the UNION & AUTHORITY shall meet to discuss and negotiate any proposed reduction within thirty (30) days of implementation.

## Article 17. PAY PLAN

### Section 17.01

The Authority shall maintain the pay plan, which includes the following step base pay as indicated in 17A.

### Section 17.02

Employees start at the minimum rate of pay for their assigned classification. Firefighter Trainees will start at \$2,000 less than the first year in position Firefighter.

### Section 17.03

Promotions - When an employee is promoted to a new classification his/her rate of pay shall be advanced to the minimum step of the new classification. Employees promoted will be placed on Promotional Probation for six months from the effective date of the promotion. Employees promoted before October 1<sup>st</sup> of 2005 shall not make a greater amount than an existing employee in this classification.

### Section 17.04

#### Pay Increases

#### September 23, 2004

Employees shall be moved into the appropriate step for their position, as indicated in attachment 17A.

#### September 22, 2005

Employees shall be moved into the appropriate step for their position, as indicated in attachment 17A.

#### September 21, 2006

Employees shall be moved into the appropriate step for their position, as indicated in attachment 17A.

## **Article 18. HOURS OF WORK/WORKDAY**

### Section 18.01

**HOURS OF WORK – WORK SHIFT** Hours of work, work shifts shall be consistent with G.O. 300. Normal shift time shall start at 0700 hours and continue for twenty-four (24) consecutive hours.

### Section 18.02

#### ***HOURS OF WORK - WORK SCHEDULE***

The normal work schedule shall consist of a nine (9) day cycle, which, when averaged over a two (2) week pay period, consists of fifty-six (56) hours per week. All vacation, birthday, and time off to vote hours shall be counted as hours worked in regards to FLSA. The schedule is such that an employee is scheduled to work every other shift until the employee's shift has worked three shifts, followed by ninety-six (96) hours scheduled off. For example: 24-on, 24-off, 24-on, 24-off, 24-on, 96-off.

Employee shall be permitted to receive promotional & in-service training in the morning hours and vehicle and station cleaning shall be accomplished after said training is performed. The utilizing of employees seeking promotional training shall be minimized during these morning hours.

### Section 18.03

Employees shall be provided a 30-minute break in the morning and a one hour break for lunch. Employees are provided and encouraged to utilize the provided fitness equipment and time, which shall begin at 1500 hours to maintain an adequate level of fitness for this profession. Employees which do not participate in fitness activities shall be required to continue working until 1600 hours. On weekdays, after 1600 hours employees shall be in a state of readiness.

### Section 18.04

On Saturday, once the daily assignments have been completed, but no later than noon the bargaining unit shall be in a state of Flex Time. During this time bargaining unit members shall work on areas such as projects, self study, and promotional training.

### Section 18.05

No later than noon on Sunday and designated holidays the bargaining unit shall be in a state of readiness.

## Section 18.06

Employees which are required to work in a non-emergency fashion, past 1500 exercise time shall have the work schedule adjusted on the next workday. Employees that start their tour at the ARFF response area at 1500 hours shall be on a state of readiness after the lunch period, from 1300 till 1500 hours.

## Section 18.07 Care Area Hours of Operation

Care Area Operations shall be consistent with the General Order, if not in conflict with this article, and may be mutually amended. Employees shall staff the ARFF Response area in the terminal from 0700 to 2200 hours. The first two (2) employees shall report for duty at ARFF Station #2 and then report to the ARFF Response area in the new terminal. The second crew shall relieve the first crew by 1515 hours and shall remain at the terminal area no later than 2200 hours.

## **Article 19. ALCOHOL/DRUG TESTING**

### Section 19.01

As a condition of continued employment, employees in the bargaining unit must refrain from using illegal drugs on or off the job. If the AUTHORITY has reasonable suspicion that an employee is under the influence of illegal drugs or alcohol, or if a serious accident or incident in which safety precautions are violated or unusually careless acts are performed, and there is reasonable suspicion to believe these actions are the result of using drugs or alcohol, or where there is no other apparent explanation for the conduct of the employee involved, the employee's supervisor shall be notified immediately. He/she shall then make a determination as to whether the employee is to be tested. In those circumstances where 'reasonable suspicion' forms the basis for testing the employee, two supervisors should agree that the employee requires testing. If the employee is directed to take a drug or alcohol test, the employee shall be advised of the reason for the direction and that the failure to do so will lead to disciplinary action up to and including discharge. With regard to drug testing, if an initial positive result is obtained, a confirmation test will be performed using a gas chromatograph/mass spectrograph (drug confirmation) before they turn the results over to the physician. This will not require another specimen.

### Section 19.02

Verbal results of the drug test will be made available to the department chief if a positive drug test is attained. Medical records will remain confidential at the physician's office and shall not be made a public record of this department.

### Section 19.03

An employee who tests positive for drugs will have two options:

- (a) Immediate resignation from the department.

- (b) Being placed on medical leave for a maximum of ninety (90) days while receiving rehabilitation, as provided in our medical coverage. This 90 days will be without pay unless the employee has accrued sick or vacation days due. The employee will receive pay for those days only and employee benefits will continue to accrue during this period. The employee will be responsible for all employer paid benefits if said employee has none or depletes the accrued sick or vacation time. The employee must return to work immediately after release from rehabilitation and continue outpatient rehabilitation as prescribed by the physician.

#### Section 19.04

The employee will be immediately terminated if drug rehabilitation is not obtained, rehabilitation is not completed, or if the drug problem reoccurs. Upon release from rehabilitation, the employee will be assigned to regular duties. The employer may require another drug screening, at any time, within the following 12 months after returning to work. This test will be performed by a physician of the department's choice, at the department's expense and in accordance with all other stipulations contained within this policy. The employee must submit to testing immediately upon request or be terminated.

#### Section 19.05

All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform their supervisor in writing that they are taking such medication on the advice of a physician. It is the employee's responsibility to also inform their supervisor of the possible side effects of the drug on performance and the expected duration of use.

#### Section 19.06

The Lee County Port Authority is a Drug Free Work Place. Employees may be subject to the following drug screening:

- a. Pre-employment
- b. Reasonable suspicion
- c. Post accident
- d. Return to duty;
- e. Random

Section 19.07 The department shall comply with all State and Federal regulations for "Drug Free Workplaces and Testing Procedures".

## **Article 20. WORKERS' COMPENSATION**

### Section 20.01

The AUTHORITY agrees that any employee injured while on the job shall be paid for the employee's full schedule of hours for the day of the accident if the physician advises that he/she could not or should not return to work that day. However, the AUTHORITY reserves the right to have the employee examined by a physician designated by the AUTHORITY, at no cost to the employee.

### Section 20.02

The employee shall be paid by the AUTHORITY 100% of their regular pay for up to three (3) months, provided the approved attending physician certifies the inability of the employee to work. After the three (3) months have passed, the employee will revert to indemnity benefits as outlined in F.S. Chapter 440, and the employee may utilize any accumulated sick leave or annual leave to make up the difference between the full salary and the maximum amount allowed by F.S. 440.

### Section 20.03

Those employees who sustain an illness or injury, whether job related or not, are eligible for return to work limited duty at the discretion of the AUTHORITY and upon authorization from a physician. The employee on limited duty will be converted to a 40-hour scheduled workweek. The normal workweek will be Monday - Friday, 0830 hours to 1700 hours, with a one (1) hour lunch break or Monday - Thursday 0700 hours to 1700 hours with a one (1) hour lunch break at the AUTHORITY's discretion. The conversion from 56-hours to 40-hours, or, 40-hours to 56-hours will occur at the beginning of a pay period. The conversion will effect, and is not limited to; vacation accrual, sick leave accrual, holiday pay, and incentive pay rates. While the employee is off due to his/her illness/injury, the employee will stay in contact with the supervisor or designee to update his/her status. When a Doctor advises that the employee is ready to return to work, he/she will provide the contact with a return to work slip from his/her physician stating his/her physical limitations.

### Section 20.04

The department shall offer light duty for both work related and non-work related injuries for a period of 90-days. If the employee is not released for full duty status at the end of the 90-days, the employer may extend the light duty program, at its discretion, based on the employee's return to work information as provided by the employee's physician. This is in no way intended to provide any employee that utilizes this benefit for 180-days as a basis whatsoever to request and or require the employer to establish a new position past the agreed 180-days.

## Article 21. UNIFORMS AND EQUIPMENT

### Section 21.01

The AUTHORITY shall furnish, in a timely manner, all new full time employees with a uniform as set forth below.

- Four (4) Pair Uniform Pants, Normal or EMT style
- Four (4) Uniform Shirts
- One (1) Dress Uniform Pants
- One (1) Dress Uniform Shirt (Long sleeve/Blue)
- One (1) Dress Uniform Tie
- One (1) Winter Jacket
- One (1) Badge
- One (1) Name Tag
- One (1) Serving Since lower tag
- Two (2) Jumpsuits
- Two (2) Ball caps
- Four (4) Tee shirts
- Three (3) Gym shorts

### Section 21.02

The employees in the bargaining unit shall maintain uniforms listed in 21.01 through replacement by the AUTHORITY allotting up to the replacement cost of (3) uniform pants, uniform shirts, jumpsuit, T-shirts, gym shorts, and ball caps per fiscal year. The purchase of additional uniform items, required in the Uniform General Order, is acceptable when utilizing the allotment through the uniform vendors. No request for replacement items can be made during the month of September. Any change of style, color and inscription shall be decided by the DVP and Fire Chief or designee. If the vendor changes styles and/or material for our existing uniforms, the DVP and Fire Chief or designee shall meet and discuss the possibility of changing vendors. Replacement pants and shirts include dress uniforms. The employee is responsible for ensuring proper size is ordered and received.

### Section 21.03

The employee is responsible for wearing these uniforms and reporting to work with them clean and neat in appearance. The wearing of the Jumpsuit in lieu of the uniform will be allowed for activities or times as designated by the AUTHORITY.

### Section 21.04

All items provided by the AUTHORITY, remain the property of the AUTHORITY and are to be used in accordance with the department work rules. Upon separation of employment, all uniform items,



received in the previous twelve (12) months, that have not been discarded, due to wear or job related damage must be returned (or paid for) by the employee before their final paycheck will be issued.

#### Section 21.05

Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

#### Section 21.06

Employees are not permitted to wear jewelry which may become tangled during the course of his/her duties. Hoop earrings shall not be permitted while wearing the department uniforms. All jewelry must be able to be removed timely during an emergency response.

#### Section 21.07

Employees will maintain their hair in a clean and groomed condition. Employees who choose to have long hair shall keep it pulled back so as to prevent it from falling into an employee's face/eyes. Facial hair will be permitted so long as it is maintained in a clean and neat appearance and complies with the grooming standards outlined in the General Order and complies with all Federal and State regulations regarding infectious/biohazardous disease control and respiratory protection.

#### Section 21.08

The AUTHORITY shall provide all necessary protective equipment to include the following:

- One (1) Full set of Bunker Gear
- One (1) Head Sock
- One (1) Pair structural gloves
- One (1) Pair crash fire fighting gloves
- One (1) Structural helmet
- One (1) Set of forestry brush fire fighting pants/coat
- One (1) SCBA mask with bag and eyeglass insert, if needed
- One (1) Rain suit

Section 21.09 All protective equipment, listed in this article, shall comply with the current or one previous NFPA protective equipment standard at the time of issue.

#### Section 21.10

The AUTHORITY shall also provide either to the individual employee or make available to each on duty employee the following equipment:

- One (1) Flashlight

- One (1) Pass Alarm Device
- One (1) Pocket Mask or similar safety device

Section 21.11

Personal protective equipment will be replaced as soon as possible with cost incurred by the AGENCY, unless the employee is found to be negligent in caring for the property of the AGENCY.

LEE COUNTY PORT AUTHORITY  
 AIRCRAFT AND RESCUE FIRE FIGHTING  
 UNIFORM REQUEST FORM

\_\_\_\_\_  
 (EMPLOYEES NAME)

\_\_\_\_\_  
 (INITIALS) OIC

DESCRIPTION OF ITEM BEING REPLACED	ESTIMATED COST	COST

- The Officer in Charge (OIC) will start a new form for each employee during the beginning of each fiscal year and initial as the OIC utilizing a blue pen.
- The employee must submit this form when requesting any replacement item allowed under this agreement.
- If the form is not attached the OIC will not fill the request.
- The employee must complete the uniform request form to include proper size and amount requested.
- The OIC will date and initial the appropriate box for each item replaced.
- The OIC will forward the form to the ARFF Financial Officer to ensure adequate funds are available before approving any purchases.

## Article 22. SHIFT EXCHANGE

### Section 22.01

Substitute approvals are done on a rank-for-rank basis or a higher rank for a lower rank.

At no time will substitutions be allowed that would cause any employee to work more than seventy-two (72) consecutive total hours.

Substitutions that require a person to leave work early in order to meet a trade or duty obligation at another station are not allowed.

### Section 22.02

Substitutions must be fully approved and placed on the master leave calendar prior to the substitution taking place, thus substitution requests should be submitted well in advance to ensure approval.

Employees are required to ensure the proper steps are followed and that the requested trade meets the requirements as outlined in this article. Submitting an invalid shift exchange request may cause the requesting employee to be subject to discipline regardless of approval by an officer.

### STEPS FOR SIGNATURES AND APPROVAL

- (i) The employee requesting the substitution,
- (ii) The employee agreeing to substitution,
- (iii) Once a shift supervisor approves the substitution, it shall be placed on the calendar.

### Section 22.03

A substitute for an employee needing to use sick leave when scheduled to work shall be allowed to use sick leave.

No more than six (6) trades shall be allowed during any one twenty-four (24) hour shift period.

### Section 22.04

The AUTHORITY shall not be held responsible and liable for employees owing (or not owing) other employees payback of time on shift exchanges. Employees agree to shift exchanges between themselves and at their own risk of not being paid back time if, for example, an employee is terminated while still owing other employees payback time.

## Article 23. INCENTIVE PAY

### Section 23.01

#### INCENTIVE PAY

Employees within the bargaining unit shall be eligible to receive the following hourly incentives, up to a maximum of \$2.35 per hour, effective October 7, 2004. Employees must submit in writing their request for incentive pay adjustments using the attached form. The request must include which incentives he/she is requesting and must accompany the official grade or certificate. The incentive pay will become effective the next full pay period. Employees must notify the AUTHORITY in writing a minimum of two (2) weeks before a certification affecting Incentive Pay expires.

<u>CERTIFICATION</u>	<u>HOURLY AMOUNT</u>
EMT *1	1.00
Basic Instructor or higher *2	.30
CPR Instructor *3	.30
Fire Extinguisher Reservicing *4	.30
Fire Inspector or higher *5	.30
Fire Officer I or higher *6	.45
ICS Instructor *8	.25

<u>CERTIFICATION</u>	<u>MONTHLY AMOUNT</u>
Associate Degree in Fire Science *7	50.00
Bachelor Degree *7	110.00

\*1 Employees must hold a current State of Florida EMT license and privileged through Medical Director. The AUTHORITY maintains the right to require a minimum of six (6) licensed and privileged EMT per shift.

\*2 Employees must hold a current State of Florida Basic Instructor certificate and are required to teach classes on duty when asked. Employees may also be required to create training outlines, instruct students, or modify training materials during normal workday hours.

\*3 Employees must hold current CPR Instructor license and are required to teach CPR classes ~~on duty~~ when asked, while on duty or as scheduled with 30-days advance notice.

\*4 Employees must be currently certified by the State of Florida to reservice extinguishers. Employees will reservice extinguishers and perform inspections of extinguishers on duty when asked.

\*5 Employees must hold a current State of Florida Fire Inspector license and perform Inspections, work on pre-fire plans, or other assignments related assignments as designated

by the Chief or designee during workday hours.

\*6 Employees must hold current State of Florida certificate, and teach related courses on duty when asked

\*7 Employees must possess a degree in Fire Science at the level of Associate or Bachelor. The employee will be paid for the greater of the two, if more than one is held. These incentives will be the exact amount the AUTHORITY receives for said incentives, and will be paid monthly on the first check of the month.

\*8 Employees must obtain a current Train-the-Trainer Certificate issued by the National Wildfire Coordinating Group (NWCG) and be privileged through the local Division of Forestry (DOF). Employees will teach related courses when asked, while on duty, or as scheduled with 30-days advance notice.

Recognized Train-the-Trainer courses are NWCG courses; ICS-200, ICS-300, S-130, S-190, Task Force/Strike Team Leader, Staging Officer, Division Supervisor, and Operations Chief.

**LEE COUNTY PORT AUTHORITY  
ARFF DEPARTMENT**

---

**INCENTIVE PAY REQUEST**

In accordance with *Article 23 of the 2004-2007 Collective Bargaining Agreement*, I request the following changes to my Incentive Pay. As verification of entitlement, my official grade(s) and/or certificate(s) are attached.

CERTIFICATION	RATE	CURRENT INCENTIVE(s)	NEW INCENTIVE(s)
EMT	1.00		
Instructor I (or higher)	.30		
CPR Instructor	.30		
Fire Extinguisher Reservicing	.30		
Fire Inspector (or higher)	.30		
Fire Officer I (or higher)	.45		
NWCG ICS Instructor	.25		
<b>TOTAL INCENTIVE (MAX)</b>	<b>2.35</b>		
AS Degree in Fire Science	50.00		
Bachelor Degree	110.00		

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Route To:

- \_\_\_\_\_ Captain
- \_\_\_\_\_ Battalion Chief
- \_\_\_\_\_ Chief (*Final Approval*)
- \_\_\_\_\_ Update Incentive Charts
- \_\_\_\_\_ RPA - \_\_\_\_\_

*Effective Date - Next full pay period*

## **Article 24. PENSION**

### Section 24.01

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

### Section 24.02

The AUTHORITY shall contribute to the Florida Retirement System as required by the provisions of the plan and Florida Statutes.

## **Article 25. INSURANCE**

### Section 25.01

#### **LIFE INSURANCE**

During the term of this Agreement, the AUTHORITY shall provide each full-time employee covered by this Agreement with a group term life insurance policy.

### Section 25.02

The AUTHORITY reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the AUTHORITY.

### Section 25.03

#### **GROUP HEALTH INSURANCE**

The AUTHORITY shall provide group health, dental, accidental death and dismemberment, and long term disability insurance to all bargaining unit employees. The benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the AUTHORITY. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the AUTHORITY and the insurance company. Any time the AUTHORITY changes insurance carriers, bargaining unit employees will receive a copy of all health insurance benefits. The AUTHORITY may at any time change carriers for insurance, provided they maintain the same level of benefits to the bargaining unit members as offered to other Port Authority employees.

Retired bargaining unit employees may participate in the retiree health insurance program as offered to other retired Port Authority employees.



#### Section 25.04

If the AUTHORITY proposes a change in the level of benefits to both bargaining unit members and non-bargaining unit members/employees as provided in this article, the UNION and AUTHORITY shall meet to discuss and negotiate any changes and the impact of those changes within sixty (60) days of implementation, or as soon as the AUTHORITY becomes aware of the proposed change.

### **Article 26. EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)**

#### Section 26.01

The employees may be provided with the opportunity to utilize the AUTHORITY'S Employee Assistance Program (EAP) under the rules and regulations of the AUTHORITY, however, employees whose requests are initiated coinciding with or pursuant to a possible or proposed disciplinary / corrective action shall not be afforded the opportunity to participate in the employee assistance program. All information relative to each participant's program involvement will only be recorded in a confidential medical file, with access limited as required by law.

#### Section 26.02

Any employee who desires help through the EAP may contact the Human Resources Department or a his/her supervisor.

### **Article 27. RECOGNITION AWARDS**

#### Section 27.01

The AUTHORITY agrees to recognize bargaining unit employees covered by this agreement for recognition awards in the same manner as other non-bargaining unit AUTHORITY employee's.

### **Article 28. DISCHARGE AND DISCIPLINE**

#### Section 28.01

The disciplinary actions of the AUTHORITY consisting of: suspensions without pay, involuntary demotions, and dismissals shall be subject to arbitration.

#### Section 28.02

The AUTHORITY retains the right to discipline any employee. An employee is not entitled to any particular number of warnings prior to the imposition of discipline. Discipline shall be progressive and can start at any appropriate level.

### Section 28.03

In determining the appropriateness of discipline, the AUTHORITY shall consider the seriousness and frequency of offenses, the employee's work history, past discipline and any other factor relevant to fair and appropriate discipline. Progressive discipline should be applied unless circumstances require immediate discharge.

### Section 28.04

Disciplinary actions and employee performance older than twelve (12) months shall not be considered in determining the appropriateness of discipline.

### Section 28.05

An employee shall have the right to an informal hearing prior to the imposition of discipline. At the informal hearing, the employee shall be informed of the following:

- (a) The employee's right to representation;
- (b) The charges under consideration; and
- (c) The general facts which form the basis of the disciplinary action.

### Section 28.06

An employee subject to questioning regarding a disciplinary matter shall be informed of his right to representation except when an employee is questioned at or immediately after the time an incident occurs, for the sole purpose of gathering facts.

### Section 28.07

For the purpose of this Article, one (1) day is equal to twelve (12) hours. Suspensions shall be enforced immediately and be concurrent with the employee's shift. For example, a two (2) day suspension would take effect on the employee's next shift starting at 0700 and continuing for 24-hours.

### Section 28.08

Dismissal of initial probationary employees is not subject to arbitration, as their employment may be terminated at any time with just cause, or advance notice. The AUTHORITY may extend a new employee's probationary period up to six months. The employee must be notified of the increase in probation prior to his/her initial 12-month probation expiring.

## **Article 29. DRIVER'S LICENSE**

### Section 29.01

Employees within the bargaining unit are required, as a condition of continued employment, to maintain either a Chauffeur, Class D (or greater), Florida Driver's License with an Emergency Vehicle Endorsement.

## **Article 30. OUTSIDE EMPLOYMENT**

### Section 30.01

Any employee wishing to work any outside employment must submit a written request on the prescribed form, to the ARFF Chief, within two (2) weeks of acceptance of employment.

### Section 30.02

In the event that any outside employment represents a conflict of interest to the AUTHORITY, the employee will be asked to terminate their employment with that company. At no time, shall the employee perform work outside the department that compromises his/her ability to perform his/her job description or responsibilities.

## **Article 31. TELEPHONES/PAGERS**

### Section 31.01 Telephone

As a condition of employment, all employees within the bargaining unit shall be required, to obtain and maintain an operating telephone in their place of residence or obtain and maintain a cell phone. The employee must provide the AUTHORITY with the current primary contact telephone number at all times.

### Section 31.02 Pagers

The AUTHORITY provides each ARFF employee with an alpha pager, which all ARFF employees are expected to carry at work and any time they are away from their residence, except during times that the employee is out of town or otherwise unable to respond. Employees that respond to less than 50% of pages shall be required by the AUTHORITY to explain the reason for the lack of recall ability and may be subject to disciplinary action. Employees must maintain the issued pagers in working condition. Should a problem exist with the pager, the employee must notify the AUTHORITY immediately for directions on replacement or repair. Batteries for these pagers will be provided by the AUTHORITY. The AUTHORITY shall determine the cause and, if not through negligence of the employee, the AUTHORITY shall replace the pager. However, if the cause is due to the employee's negligence, the employee shall pay for replacement.

## Article 32. UNION BUSINESS

### Section 32.01

Members of the bargaining unit shall have the right to join the union or not join the union.

### Section 32.02

The AUTHORITY will consider requests from the UNION's District Vice President (DVP) for time off to attend the union business, utilizing union time bank hours with the same restrictions as vacations. If the union monthly meeting is being held on Airport property, he/she may be permitted to take his/her response vehicle and shall not be charged union time bank hours.

### Section 32.03

The union VDP shall be given one (1) hour with any newly hired employees during the orientation period. This shall be used to provide the employees instruction on the collective bargaining agreement, which they must adhere to.

### Section 32.04

To preserve the delivery of service and in accordance with Section 447.509, Fla. Statutes, the UNION, their members, agents or representatives or any persons acting on their behalf are prohibited from the following acts; soliciting public employees (solicitee or solicitor) during hours being paid by the AUTHORITY of any employee who is involved in the solicitation; or distributing literature for new member recruitment during hours being paid by the AUTHORITY in areas where the actual work of public employees is performed, such as offices, and any such similar public installations. Union representatives may speak to employees about joining or not joining the union when on a break, during flex time, or state of readiness periods.

### Section 32.05

A complete list of UNION shift liaisons shall be furnished to the AUTHORITY and any changes shall be reported to the AUTHORITY.

### Section 32.06

Union members shall contribute four (4) hours of accrued vacation leave time to the Union Time Bank during January of each year.

Leaves as listed above shall be granted from the Union Time Bank so long as hours remain in the bank each calendar year. Once hours in the bank are exhausted to zero (0), no leave shall be granted from the Union Time Bank until contributions are made to the bank next January.

Deductions from the Time Bank will be taken from the Union Time Bank as provided and will be charged on an hour for hour basis. Deduction request from the Time Bank must first be approved by a principal officer of the Union and will bear said officers signature before the request is submitted to the department.

### **Article 33. TRAVEL REIMBURSEMENT**

#### **Section 33.01**

When authorized by the AUTHORITY to use personal resources for travel on official business or approved training, employees shall be compensated at the rate(s) established in the AUTHORITY Purchasing Procedure Manual.

### **Article 34. MISCELLANEOUS PROVISIONS**

#### **Section 34.01 CHANGE OF SHIFT**

The AUTHORITY agrees to give employees, covered by this Agreement, seventy-two (72) hour notice prior to changing an employee's shift designation. All vacation previously approved will be honored. If a need for shift change is recognized, the AUTHORITY will first seek volunteers. If no volunteers come forth and no demonstrable difference exist, the least senior employee in the classification needed will be moved.

#### **Section 34.02 ANNIVERSARY DATE**

The AUTHORITY agrees to maintain the employee's current anniversary date.

#### **Section 34.03 FIREFIGHTER**

The term Firefighter when used throughout this Agreement shall mean singularly Florida State certified firefighter meeting basic standards established by the State of Florida.

#### **Section 34.04**

The employer shall allow one (1) International Association Fire Fighter (IAFF) decal on each side of the engine and crash apparatus. The decals shall be approved by the Fire Chief and maintained in a neat and unfaded condition by the DVP. The decal shall be placed in an area that does not hinder visibility for the driver.

## Article 35. EDUCATIONAL EXPENSES

### Section 35.01 Reimbursement

The Port Authority shall provide the opportunity for educational expense reimbursement for classes and course work completed through an accredited school, college, university, authorized correspondence course, trade or other accredited institutions. Reimbursement of authorized educational expenses shall be at one hundred percent (100%) for a letter grade of "A", or if a passing grade is received from a course graded on a pass/fail system. For a "B" the employee will be compensated (90%) and for a "C" (80%). Employees shall also be provided reimbursement for course materials that are not available in the department's library. Reimbursement will not be provided for a grade lower than a "C" or failing grade, or for courses not completed. Upon reimbursement all books, pamphlets, and/or other written course materials shall be turned over to the Port Authority, except those materials which the employee paid for separate from tuition. Such payments are available to employees and must be for readily identifiable and directly applicable fire services courses or courses relating to the employee's job duties. Applications for educational expense reimbursement must be submitted to your supervisor at least seven (7) days prior to the start of the course. The course must be approved by the Fire Chief and Human Resources Director prior to commencement of the class or course. If the class or course was disapproved, the Fire Chief or his designee shall contact the employee before the designated start date to inform him/her, so the employee may have the ability to obtain ~~attain~~ a course/class refund. The employee may be paged for the transfer of this information of disapproval. Educational expense reimbursement will be authorized in conjunction with the prevailing rates as stipulated by the educational facility or institution. Employees may be required to reimburse the AUTHORITY up to one hundred percent (100%) of payments that they have received from the AUTHORITY if the employee is terminated within one year from the time the employee receives reimbursement from the Port Authority.

### Section 35.02 College Degree Courses

If approved, college degree courses will be reimbursed based on Reimbursement, however the AUTHORITY will not pay travel expenses and the employee must make arrangements for time off. Employees seeking a degree shall have their degree approved by the Fire Chief, Human Resources, and the Executive Deputy Director prior to enrollment in a degree program.

### Section 35.03 Incentive Pay Courses

- (a) Courses required to receive any new incentive pay will be reimbursed based on Reimbursement, however the AUTHORITY will not pay travel expenses and the employee must make arrangements for time off.
- (b) Courses required to keep a current incentive will be reimbursed based on reimbursement and the Authority will pay approved travel. In determining approval, the requirement for overtime shall be considered, along with the availability of funds.

#### Section 35.04

Original paid receipts and official grades shall be submitted when requesting reimbursement after completion of the course or memo explaining that the receipt is what the employee received and not one the employee duplicated.

### **Article 36. BULLETIN BOARD**

#### Section 36.01

The cost of the board and all other incidental costs and posting of union materials will be borne by the union. No other bulletin boards, other than the approved bulletin board shall be utilized for dissemination of union material.

Section 36.02 All materials to be posted shall receive prior approval from the DVP, Shop Steward(s) or Fire Chief and shall bear their initials.

Section 36.03 The interdepartmental mail or interdepartmental vehicle operations between stations shall be authorized to carry such materials.

### **Article 37. PROMOTION AND TRAINING**

#### Section 37.01 POLICY

The ARFF Department training programs shall include a promotional program for knowledge, skill, and time requirements for specific classification advancement as well as an in-service program to assure continuance of employee's training. This policy is to establish procedures for the training career within the ARFF department.

#### Section 37.02 PURPOSE

The purpose of this policy is to assure a well-qualified emergency response capability through training programs and to establish specific minimum training requirements for the different promotional levels of employment within the ARFF Department. This policy also addresses maintaining proficiency levels and testing criteria for various rank levels, through an in-service training program and employee's own continued efforts towards maintaining proficiency in the areas they need for maintenance of all required abilities.

#### Section 37.03 DOCUMENTATION OF TRAINING

All formal and informal training completed while on duty shall be documented using the departments training report system.

All department approved training courses, (excluding initial EMT, Paramedic and general education courses), completed out of the station will be documented by completing a training report showing last day of the class. The training report needs to be completed on the employee's first shift back to work. The report shall include in the narrative a description, dates, times, classroom hours, and practical hours of the course.

Self-study time while off duty will not be documented using the departments training report system.

#### Section 37.04      EMPLOYEE ORIENTATION

Each new employee shall be on a two (2) week orientation schedule of Monday through Friday, from 0830 - 1700 hours. During this initial two week period the employee shall be on a 40-hour week work schedule, normally starting the first day of a pay period.

A new employee will not be used in any emergency operation or shift manning, until he/she completes the required minimum training in the employee orientation program.

In an effort to maximize the amount of quality instruction to an employee during orientation, overtime personnel, ARFF Officer, or other AUTHORITY employees shall be utilized as instructors during this two (2) week period. Management shall request a list of qualified bargaining unit members (Fire Instructor I) desiring to be utilized for this purpose. Management shall have the ability to utilize these personnel, and the standard method for attaining overtime shall not apply. These instructors shall not be paid for their lunch hour. If management is unable to secure overtime personnel meeting the above requirements for orientation instruction they may utilize qualified, on-duty shift personnel and call in overtime via the normal process to backfill their absence. Overtime for the orientation training will only be used if six (6) or less bargaining unit employees are on-duty, or there is not a qualified instructor on-duty at Station II.

#### Section 37.05      FIREFIGHTER TRAINING

After successful completion of the Firefighter orientation program, the employee will be assigned to train on the Firefighter program.

Testing shall be given near the employee's ninth month of employment with the ARFF department, unless the employee has successfully passed the exam prior to the employee's ninth month of employment. If a trainee must retake the Firefighter exam near the employee's eleventh month he/she will only be retested on the areas that were deficient during the ninth month test. The department may waive this twelve (12) month maximum time period due to extenuating circumstances of an on the job injury or a long term illness. A pre-twelve month promotion date to Firefighter does not alter the 12 month new hire probationary period.



### Section 37.06

Employees in the Firefighter training program shall be provided with a list of all required training areas and corresponding outlines, or specific locations where to obtain the required information. This training material shall also be listed on each of the department's computers.

The employee must be introduced to each training outline in the Firefighter program by formal instruction. A department-approved instructor, (Engineer off probation or higher), must teach all formal instruction (classroom and practical).

The employee is responsible for self-study and to know all the training outlines and objectives listed in the Firefighter program. The amount of informal training and studying depends on the individual's own needs.

### Section 37.07

The department may update this training with revised and/or new materials the first day of January, April, July, and October of each year. If an update is available, the department will issue it to each employee in the Firefighter I training program. The department may provide immediate updates to employees when it finds errors or omissions in the issued training materials.

### Section 37.08

Prior to providing a test date, the department shall have three (3) shifts after the employee submits a (summary of promotional or required training) form to verify the required training has been completed and perform a phase check to confirm the employee is ready to test. He/she will not be required to test on any new or updated information in the Firefighter training program, but will be required to receive training on the area(s) along with the remaining shift members.

### Section 37.09

The testing date shall normally occur between two (2) weeks and four (4) weeks from date of request, when convenient to all parties taking and performing the exam.

### Section 37.10

The written test shall be comprised of materials from which the employee has been provided in the Firefighter training program. The written test shall consist of no more than 100 questions, which are either multiple choice, true/false, or a combination thereof. A minimum of 70% is required as a passing grade. The employee must pass the written exam to be eligible to proceed to the practical exam. Employee's failing the written exam must wait two weeks and complete some additional training before retesting for the second time. Employee's failing the second written exam must wait 30-days and complete some additional training before retesting.

### Section 37.11

The employee shall then be given a practical evaluation, based on the material the employee has been provided in the Firefighter training program. Testing will be evaluated with the use of two (2) department officers; one of which shall not be from the candidate's shift. The employee must obtain at least a 70% of the officer's (average combined score) in each of the testing areas.

Testing may result in one of the two actions.

- (i) Satisfactory results in all exams. The employee will then be allowed to operate all equipment for that level and go on to train for the next level or position.
- (ii) If the employee fails to successfully complete the written and practical exams through the 11<sup>th</sup> month test, he/she shall be terminated. Prior to termination the employee shall be given the opportunity to resign.

### Section 37.12

Each employee shall meet with the two (2) department officers and review their test in an effort to obtain specific direction for improvement through continued training of identified areas. This shall only occur if the employee fails to pass the Firefighter test at the ninth month.

Should the Firefighter wish to check his/her progress, test questions can be found at the end of each IFSTA chapter and student manuals.

### Section 37.13      ENGINEER TRAINING

The Engineer position is responsible for all prior level knowledge and skills, as well as those incorporated into the Engineer training program. Stand alone areas of knowledge from previous position testing shall not be re-tested as a part of this position. Areas that were previously tested and are now a larger part of this position shall be evaluated.

This position is the driver/operator (Engineer) for ARFF and as such, requires the ability to drive and operate all non-crash apparatus and vehicles to the standard of this training program. If the number of ARFF Technicians drops below fourteen (14), the UNION and AUTHORITY shall meet to discuss options to adequately meet the FAA Index for apparatus within thirty (30) days and until a resolution is reached. Should a Firefighter in training wish to check their progress, test questions can be found at the end of each IFSTA chapter and student manuals.

### Section 37.14

After successful completion of the Engineer training program, the Firefighter will be eligible to test for an Engineer position.

### Section 37.15

Employees in the Engineer training program shall be provided with a list of all required training areas, corresponding outlines, or specific locations where to obtain the required information.

### Section 37.16

The department may update this training with revised and/or new materials the first day of January, April, July, and October of each year. If an update is available the department will issue it to each employee in the Engineer training program. The department may provide immediate updates to employees when it finds errors or omissions in the issued training materials.

### Section 37.17

Prior to providing a test date the department shall have three (3) shifts after the employee submits a (summary of promotional or required training) form to verify that the required training has been completed and perform a phase check to confirm the employee is ready to test. He/she will not be required to test on any new or updated information in the Engineer training program, but will be required to receive training on the area(s) along with the remaining shift members.

The testing date shall occur between two (2) weeks and four (4) weeks from the date of request and when convenient to all parties taking and performing the exam.

### Section 37.18

The written test shall be comprised of materials from which the employee has been provided in the Engineer training program. The written test shall consist of no more than 100 questions, which are either multiple choice, true/false, or a combination thereof. A minimum of 70% is required as a passing grade. The employee must pass the written exam to be eligible to proceed to the practical exam. Employee's failing the written exam must wait two weeks and complete some additional training before retesting for the second time. Employee's failing the second written exam must wait 30-days and complete some additional training before retesting.

### Section 37.19

The employee shall then be given a practical evaluation, based on the material from which the employee has been provided in the Engineer training program. Testing will be evaluated with the use of two department officers; One of which shall not be from the employee's shift. The employee must obtain at least a 70% of the officer's (average combined score) in each of the testing areas.

### Section 37.20

The department shall list on the training CD, areas each student must know and may be evaluated on. Should the Engineer wish to check his/her progress, test questions can be found at the end of each IFSTA chapter and student manual.

### Section 37.21

Each employee shall meet with two (2) department officers and review their test in an effort to provide specific direction for improvement through continued training of identified areas.

Testing may result in one of the two actions.

- (i) Satisfactory results in all exams. The employee will then be allowed to operate all equipment for that level and go on to train for the next level or position.
- (ii) If the employee fails to successfully complete the written or practical exams with a minimum of 70%, a 30 – 180 day retest window will be available to the employee. The retesting will only be on failed exam(s).

If retesting results in unsatisfactory scores, an employee will be required wait 30-days before testing over on ALL EXAMS will be allowed.

### Section 37.22 ARFF TECHNICIAN TRAINING

The ARFF Technician will be responsible for all prior level knowledge and skills, as well as those incorporated into the ARFF Tech. training program. Stand alone areas of knowledge from previous position testing shall not be retested as a part of this position. Areas that were previously tested and are now a larger part of this position shall be evaluated.

This position is a specialist in aircraft rescue and firefighting procedures and as such, is highly trained in the aircraft systems associated with the profession. This position also requires the ability to drive and operate all department apparatus and equipment.

### Section 37.23

After successful completion of the Engineer testing and after completion of the ARFF Tech. training program, the Engineer is eligible to test for the ARFF Tech. position.

ARFF Tech. positions are limited and testing will not be conducted unless there is an opening or one is expected within 6 months.

Once an opening is expected, the department shall post a notice for the said position(s). Testing shall take place no sooner than four (4) weeks from the posting date, or two (2) weeks from the close of the posting period, whichever is greater. The Summary Of Promotional or Required Training form must be submitted during the posting period.

### Section 37.24

During competitive testing, the written exam will be completed on a regular duty day before the practical test date. The practical exam date will be scheduled by the ARFF Tech. program coordinator. Off duty employees will not be compensated for the time required to take the exams.

### Section 37.25

The ARFF Tech. testing shall be accomplished by at least two (2) ARFF officers, if done on a competitive basis; one of which shall not be from the candidate's shift. The employee must obtain at least a 70% of the officer's (average combined score) in each of the testing areas.

### Section 37.26

Employees shall be selected to fill vacant positions by promoting employees with the highest combined written and practical scores, then continuing in succession down to the lowest. All employees that passed the testing process shall be placed on a list for up to six (6) months. After six (6) months the employee will be required to retest for an opening.

### Section 37.27

Employees in the ARFF Tech. training program shall be provided with a list of all required training areas, corresponding outlines, or specific locations about where to obtain the required information. The employees must be introduced to each training outline in the program by formal instruction given by an ARFF-approved instructor (ARFF Tech. off probation or higher).

### Section 37.28

The department may update this training with revised and or new materials the first day of January, April, July, and October of each year. If an update is available the department will issue it to each employee in the ARFF Tech. training program. The department may provide immediate updates to employees when it finds errors or omissions in the issued training materials.

### Section 37.29    Non-competitive Testing

Prior to providing a test date the department shall have three shifts after the employee submits a Summary Of Promotional or Required Training form to verify the required training has been completed and perform a phase check to confirm the employee is ready to test. He/she will not be required to test on any new or updated information in the ARFF Tech. training program, but will be required to receive training on the area(s), along with the remaining shift members.

The testing date shall occur between two (2) weeks and four (4) weeks from date of request, which is convenient to all parties taking and performing the exam.

### Section 37.30

The written test shall be comprised of materials from which the employee has been provided in the ARFF Tech. training program. The written test shall consist of no more than 100 questions, which are either multiple choices, true/false, or a combination thereof. A minimum of 70% is required as a passing grade. The employee must pass the written exam to be eligible to proceed to the practical exam. Employee's failing the written exam must wait two weeks and complete some training before retesting for the second time. Employee's failing the second written exam must wait 30-days and complete some additional training before retesting.

### Section 37.31

The employee shall then be given a practical evaluation, based from the material in which the employee has been provided in the ARFF Tech. training program. Testing will be evaluated with the use of two (2) department officers; one of which shall not be from the candidates shift. The employee must obtain at least a 70% of the officer's (average combined score) in each of the testing areas.

### Section 37.32

Each employee shall meet with the two (2) department officers and review their test in an effort to provide specific direction for improvement through continued training of identified areas.

Testing may result in one of the two actions.

- (i) Satisfactory results in all exams. The employee will then be allowed to operate all equipment for that level and go on to train for the next level or position.
- (ii) If the employee fails to successfully complete the written or practical exams with a minimum of 70%, a 30 – 180 day retest window will be available to the employee. The retesting will only be on failed exam(s).

If retesting results in unsatisfactory scores, an employee will be required wait 30-days before testing over on ALL EXAMS will be allowed.

### Section 37.33    SHIFT TRAINING

Shift training shall occur during regular shift operations hours and not interfere with other department activities such as emergency response, promotional training, and physical fitness times.

### Section 37.34

Training that exceeds the regular shift operations hours shall be credited on the day it occurs or the next shift day. This ensures each employee is offered fitness time or after hours state of readiness time is made up.

Section 37.35

Section 38.28 shall not be applied to out of town or off airport employee/employer selected training.

Section 37.36 Annual Apparatus Proficiency Evaluations

Officers may schedule proficiency evaluations.

Personnel responsible for operating apparatus must successfully complete the evaluation. Personnel who don't successfully complete the evaluation will be provided training and reevaluated in approximately 30 days, and may be restricted on equipment before the reevaluation.

Upon reevaluation, if severe deficiencies continue to exist, the employee may, at the discretion of the shift officer, be given a maximum of an additional thirty (30) days for additional training. If the employee is still unable to meet the minimum requirements, other appropriate action will be taken.

**SUMMARY OF PROMOTIONAL OR REQUIRED TRAINING**

Attach all copies of training records that are being counted as part of any totals on this summary. Include completed forms for each apparatus/vehicle.

Name of Applicant: \_\_\_\_\_

Position Applying For: \_\_\_\_\_

Date of Eligibility: \_\_\_\_\_

**SUMMARY OF CLASSROOM TRAINING**

Number of outlines of Formal Instruction: \_\_\_\_\_

Actual Hours of Formal Instruction: \_\_\_\_\_

Actual Hours of Self-Study: \_\_\_\_\_

VEHICLE ID	REQUIRED HOURS	DAY HOURS	NIGHT HOURS
<b>TOTALS</b>			

I certify that the above figures are true: \_\_\_\_\_  
 (signature of applicant and date)

I certify that this applicant meets or exceeds the training requirements and hours for this position. In addition, I have physically gone out and evaluated this applicant, and am reasonably assured that he/she has gained the ability to operate the required equipment/apparatus, and perform the necessary functions required satisfactorily for this position:

\_\_\_\_\_  
 (Signature of supervisor)

\_\_\_ Shift B/C

\_\_\_ B/C of Area

The following dates have been setup for testing: \_\_\_\_\_ for the written test, and \_\_\_\_\_ for the practical exams. The examiners for the practical will be \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_ Chief

The applicant PASSED or FAILED the testing.



## **Article 38. OCCUPATIONAL MEDICAL EVALUATION**

### Section 38.01

In the effort of maintaining the health and well being of the employees covered by this agreement, the Employer agrees to furnish all employees with a Physical Exam once a year, or more frequently, at the Chief's discretion. All employees will be given fourteen (14) days notification of any such physical exam. The physician will be provided NFPA 1582, so that he/she understands what is required.

### Section 38.02

Any results of the physical examination and/or test results shall, unless otherwise required by law, be held confidential between the physician, HIPPA Officer, and the employee. If the results of the physical examination and/or tests reveals a condition that could affect the employee's ability to perform his job responsibilities, the HIPPA Officer may notify the department's chief, but shall not disclose the medical condition of the employee. The HIPPA Officer shall only notify the chief if the employee is unfit for duty.

### Section 38.03

Employees shall have their body fat measured via a "bod pod" or other accurate device, in conjunction with the annual physicals.

## **Article 39. OVERTIME**

### Section 39.01

Overtime for employees in the bargaining unit shall be defined as all hours worked in excess of hours defined by FLSA. For purposes of calculating overtime, in addition to time actually worked, vacation leave, birthday, and time off to vote will be counted as hours worked.

Section 39.02 Overtime hours worked shall be paid at 1.0 or 1.5 times the employee's hourly pay rate based on FLSA

Section 39.03 Employees held over beyond their normal work shift shall accumulate hours worked in one quarter (1/4) hour increments rounded up, and this time shall not be considered "back-time".

Section 39.04 Employees called back to work for the purpose of filling an emergency overtime need, (i.e. run report number established), shall receive a minimum of three (3) hours overtime pay. When responding for an emergency reimbursable by State or Federal aid, hours worked will be defined by State or Federal standards or those hours that correspond to an employee's normal shift. This type of need shall be filled by a list of volunteers, starting with

the most senior for the positions needed and rotated thereafter. The hours shall not be tracked as part of the overtime procedure, nor shall employees be hooked for extended out of town responses.

### Section 39.05

Employees called to work earlier than regularly scheduled, in conjunction with a scheduled workday, shall be recalled in increments of one-quarter (1/4) hour, rounded up. Having an assigned run report number has no effect on this type of recall.

### Section 39.06

#### Procuring Overtime Procedure

##### Overview Points:

- (a) The Overtime Workbook and Tracking Procedure will be maintained in the ARFF Duty Office.
- (b) Tracking hours will be rounded to the nearest hour (1.25 hours would be rounded to 1.0 and 1.5 hours would be rounded to 2).
- (c) Employees will be paged utilizing a department wide contact on the alpha pagers. The employee with the lowest hours overall, that meets the position needs of the department shall be offered the overtime, regardless of shift. No employees are exempt from calling in, although there will be exemptions for not having hours added if you do not call in or are unable to accept the overtime. No employee will be hooked when calling in on the initial page.
- (d) Overtime will be filled at the earliest practical time prior to the overtime date.
- (e) Employees can work no more than seventy-two (72) consecutive hours without being followed by a minimum of twelve (12) hours off-duty.
- (f) All overtime, not issued while on duty will be accomplished utilizing the alpha pagers and text messaging.
- (g) Employees are required to respond to at least 50% of department pages. This 50% will be reviewed after a minimum of 10 pages have been activated. Failing to meet this 50% threshold will require the employee to explain his/her reason for not complying with this article and could result in disciplinary action taken by the employer.

### Section 39.07

#### Overtime Filling Procedure

- (a) All shift personnel will be ranked on their shifts overtime worksheet as follows:

- (b) The OIC will fill out the overtime slip based on department needs for the ARFF Technician on 909 or his designee.
- (c) Employees that are not eligible due to the position requirements established by the OIC shall not be ranked. The employee with the lowest number of past hours will be rated #1. The next lowest will be #2 and so on.
- (d) During the shift's utilizing the Internet, type a description of the need for overtime and any special circumstances, (IE fire emergency, employee going home sick or family emergency). Mark the time the text message was sent. The paged employees are expected to call within 15 minutes of the pager activation. The call-in numbers are 4475, 4332, and 4330.
- (e) Document if the employee contacted the ARFF Technician within the required 15 minutes. All non-exempt employees that do not contact the ARFF Technician within the required 15 minutes are added overtime amount offered.
- (f) The exemptions for not having hours added are as follows:
- 1) An employee is on contiguous vacation and or birthday leave time for a minimum of 6-hours on either side of the overtime date.
  - 2) The first approved 24-hour trade time on either side of the overtime date.
  - 3) Bereavement leave.
  - 4) On official department business.
  - 5) Extended sick leave more than 6 shifts.
  - 6) Jury Duty.
- (g) If non-eligible employees call in they will not have hours added to their overtime list amount (IE a firefighter calls in for overtime that must be filled by a FFII or ARFF Technician). Employees that call in but did not have actual opportunity for the overtime will not have hours added to their overtime worksheet.
- (h) Once the employee to receive the overtime has been determined the ARFF Technician on 909 shall call his/her residence or re-page just that individual to inform him/her they have been awarded the overtime.
- (i) Be sure to completely fill out the overtime worksheet.

Example: The person who is ranked #5 calls in and wants the overtime, the person who is ranked #2 calls in and also wants the overtime, and the person who is ranked #1 calls in and doesn't want the overtime. The #2 person already stating they wanted the overtime would

receive the overtime and have his hours increased. The person ranked #5 would not have his/her hours increased because they had no opportunity for the overtime. The person ranked #1 and all other non-exempt employees that did not call in would have their overtime amounts increased.

- (j) If after this process the Union still haven't filled the overtime need the employees will be contacted via alternate number of home and cell phone, if applicable. The employees will not be susceptible to being hooked, but these alternate contact numbers will serve as a redundant way to provide overtime information to those employees eligible to work. The will include employees on an approved exemption.

### Section 39.08

#### Computer system or server is out of service.

If the computer system or server is out of service at the time the ARFF Technician is trying to fill the overtime the Union will revert to a secondary system (old way) of using the phone to group call and input 111 as the method for filling overtime.

### Section 39.09

#### Employee returning after extended illness/injury

An employee out on workers comp or extended sick leave shall have their overtime hours adjusted when they return to full duty to within 96-hours from the lowest amount of hours. If the employee was already within the 96-hours his/her overtime hours will remain unchanged.

### Section 39.10

#### New Employees

A new employee to a particular shift shall start with the same number of hours as the member with the highest hours.

### Section 39.11

#### Overtime Workbook Adjustments

Each October the overtime workbook shall have the hours reduced for each shift to the lowest number possible while maintaining the overtime number disparity.

Example: The person with the lowest hours will be reduced to 0 and the next lowest person will be reduced to the lowest amount of hours while maintaining the exact separation of hours.

## Section 39.12

### Adjustment of Overtime Hours, Cancellation, and/or reduction

If an overtime is canceled and/or reduced the overtime worksheet shall be adjusted for both exempt employees and employees that called in.

## Section 39.13

### Emergency Need Overtime

Emergency need overtime shall be established by an emergency run requiring overtime for manning purposes. Employees shall be guaranteed a minimum of 3-hours overtime pay.

## Section 39.14

### Adjustment of Overtime, Discrepancy with the Overtime Workbook

If the employee believes hours were inappropriately added to his/her overtime amounts he/she shall discuss the matter with the shift members on the day it was noticed. If the majority of the shift votes that an error was made the employee shall fill out an overtime adjustment form and attach it to the adjusted overtime worksheet for those affected. If an adjustment form is not completed and attached it will be considered invalid.

If an employee's shift cannot decide if or how the overtime list needs to be adjusted, they will call for a meeting of the "Overtime Guideline Committee" (OGC). The OGC will consist of one shop steward from each shift and the DVP. The committee will get together in person to hear the employees concern and to render a decision. If a member of the OGC will be affected by the decision he/she shall abstain from voting on the outcome. Once the OGC has made a determination they shall make any correction in the overtime workbook.

## Section 39.15

### Non-operational Pager

If an employee determines his/her pager is non-operational he/she shall call and notify the OIC. The OIC shall forward the call to the ARFF Technician on 909 and that Technician shall place a notice on the shifts overtime workbook page. During the time the employee's pager is non-functional and after the employee turns the pager into the AUTHORITY the employee shall not be added hours for not calling in. When the pager is returned to service and the employee accepts it, he/she must notify the driver of 909 to remove the notice of "pager is out of service".

## Section 39.16

### Failure to Attain the Required Overtime

If the system above does not work the ARFF Technician on 909 or their designee will take any additional step to ensure the overtime needs of the AUTHORITY are being met.

Failure of the Overtime Procedure shall be defined as anytime the AUTHORITY has to go more than 3-hours without adequate coverage as determined by the AUTHORITY or the ARFF Technician on 909 or his designee report to management they are unable to fill the overtime of the AUTHORITY.

At this point the AUTHORITY is free to use any means necessary to fill the AUTHORITY'S needs, to include using shift personnel to make phone calls and hook employees that are fit for duty.

### Section 39.17

During required Federal Aviation Administration (FAA) Part 139 live fire training the employees will be paid for all time spent traveling from Station II to the city of the training, completing the training, and traveling back to Station II. The only exception would be regular scheduled duty days when the employee would be paid no less than his/her regularly scheduled work hours.

## **Article 40. SAVINGS CLAUSE**

### Section 40.01

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.

**Article 41. TERM OF AGREEMENT**

This Agreement shall be effective October 1, 2004 upon ratification by both parties. This agreement shall continue in full effect from year to year unless amended in the manner hereinafter provided, and shall expire at midnight, the 30<sup>th</sup> day of September 2007.

Either party wishing to amend this contract shall notify the other party in writing by February 1 and shall make the Article to be opened, or the new Article to be proposed. During the first and second years of the contract (2005 and 2006), each side may open up to one article. Article 17, Pay Plan shall be exempt from negotiation until year 2007.

If the parties do not reach an agreement by all contract expiration, the existing terms and conditions shall continue until a new agreement is reached or the impasse is resolved. Negotiation shall commence within thirty (30) calendar days of the notification.

IN WITNESS WHEREOF, the parties have set their signatures this \_\_\_ day of \_\_\_\_\_, A.D. 2004.

FOR THE AUTHORITY:

FOR THE UNION:

\_\_\_\_\_  
Robert M. Ball, Executive Director

\_\_\_\_\_  
Eric L. Ducrou, President

\_\_\_\_\_  
Edmunde J. Henke, Deputy Exec. Director

\_\_\_\_\_  
Mike P. Holobinko, Vice President

\_\_\_\_\_  
Peter B. Modys, Aviation Director

\_\_\_\_\_  
James E. Howell, Fire Chief

Ratified by the bargaining unit this \_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name/Title)

Ratified by the Lee County Board of Port Commissioners this \_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

Charlie Green, Clerk

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

(Chairman or Vice Chairman)

(Deputy Clerk)

Name	2004/2005 and 2005/2006 Fiscal Year Step Plan				2006/2007 Fiscal Year Step Plan			
	Firefighter	Engineer	ARFF Technician	Firefighter	Anniversary 2006	Anniversary 2006	Anniversary 2006	Anniversary 2006
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
10th Year in position	\$13.96	\$40,650.00	\$16.78	\$48,875.00	\$20.36	\$59,275.00	\$14.73	\$42,885.75
9th Year in position	\$13.67	\$39,800.00	\$16.48	\$48,000.00	\$19.96	\$58,133.33	\$14.42	\$41,989.00
8th Year in position	\$13.38	\$38,950.00	\$16.18	\$47,125.00	\$19.57	\$56,991.67	\$14.11	\$41,092.25
7th Year in position	\$13.08	\$38,100.00	\$15.88	\$46,250.00	\$19.18	\$55,850.00	\$13.80	\$40,195.50
6th Year in position	\$12.79	\$37,250.00	\$15.58	\$45,375.00	\$18.79	\$54,708.33	\$13.50	\$39,298.75
5th Year in position	\$12.50	\$36,400.00	\$15.28	\$44,500.00	\$18.40	\$53,566.67	\$13.19	\$38,402.00
4th Year in position	\$12.21	\$35,550.00	\$14.98	\$43,625.00	\$18.00	\$52,425.00	\$12.88	\$37,505.25
3rd Year in position	\$11.92	\$34,700.00	\$14.68	\$42,750.00	\$17.61	\$51,283.33	\$12.57	\$36,608.50
2nd Year in position	\$11.62	\$33,850.00	\$14.38	\$41,875.00	\$17.22	\$50,141.67	\$12.26	\$35,711.75
1st Year in position	\$11.33	\$33,000.00	\$14.08	\$41,000.00	\$16.83	\$49,000.00	\$11.96	\$34,815.00
Name	Position	Current Base Pay	2004 Years in Rank	Effective 9/23/04	2005 Years in Rank	Effective 9/22/05	2006 Years in Rank	Effective 9/21/06
Stanford, Maxie	ARFF Tech	\$51,981.02	27	\$55,656.55	28	\$59,275.00	29	\$63,276.06
Sanchez, Carlos	ARFF Tech	\$51,981.02	21	\$55,656.55	22	\$59,275.00	23	\$63,276.06
Lamanna, Robert	ARFF Tech	\$51,981.02	19	\$55,656.55	20	\$59,275.00	21	\$63,276.06
Lesinski, Richard	ARFF Tech	\$51,981.02	19	\$55,656.55	20	\$59,275.00	21	\$63,276.06
Holobinko, Michael	ARFF Tech	\$51,981.02	16	\$55,656.55	17	\$59,275.00	18	\$63,276.06
Beardsley, David	ARFF Tech	\$50,815.18	15	\$55,250.16	16	\$59,275.00	17	\$63,276.06
Dierow, Eric	ARFF Tech	\$50,798.02	15	\$55,254.33	16	\$59,275.00	17	\$63,276.06
Perez, Arnaldo	ARFF Tech	\$49,522.46	14	\$54,820.64	15	\$59,275.00	16	\$63,276.06
Johnson, Mark	ARFF Tech	\$49,518.82	13	\$54,819.40	14	\$59,275.00	15	\$63,276.06
Knight, James	ARFF Tech	\$49,127.00	13	\$54,686.18	14	\$59,275.00	15	\$63,276.06
Hann, George	ARFF Tech	\$48,273.94	10	\$54,396.14	11	\$59,275.00	12	\$63,276.06
Slapuro, Alan	ARFF Tech	\$44,958.68	7	\$52,014.95	8	\$58,133.33	9	\$63,276.06
Brennan, Patrick	ARFF Tech	\$36,926.76	3	\$46,776.10	4	\$53,566.67	5	\$57,952.54
Perez, Andres	ARFF Tech	\$41,230.28	2	\$47,612.30	3	\$52,425.00	4	\$56,743.17
Bledsoe, Luther	FFII	\$42,935.10	7	\$45,658.34	8	\$48,000.00	9	\$51,807.50
Brady, Jeffrey	FFII	\$36,559.12	4	\$41,720.69	5	\$45,375.00	6	\$49,025.00
Pickering, Theodora	FFII	\$35,878.96	3	\$40,913.89	4	\$44,500.00	5	\$48,097.50
Moran, David	FFII	\$33,146.10	2	\$39,388.64	3	\$43,625.00	4	\$47,170.00
Fiddem, Daniel	FFII	\$33,207.98	10	\$38,045.29	11	\$40,650.00	12	\$42,885.75
Price, Doug	FFI	\$29,216.20	2	\$34,700.00	3	\$36,174.75	4	\$38,402.00
Fisher, William	FFI	\$29,216.20	2	\$34,700.00	3	\$36,174.75	4	\$38,402.00
Washburn, David	FFI	\$27,824.94	1	\$33,850.00	2	\$35,288.63	3	\$37,505.25
Mendez, Manuel	FFI	\$27,824.94	1	\$33,850.00	2	\$35,288.63	3	\$37,505.25
Hesser, Hugh	FFI	\$27,824.94	1	\$33,850.00	2	\$35,288.63	3	\$37,505.25
Rimes, Joshua	FFI	\$27,824.94	1	\$33,850.00	2	\$35,288.63	3	\$37,505.25
Wernstein, Randy	FFI	\$26,499.98	0	\$33,000.00	1	\$34,402.50	2	\$36,608.50
Conner, Frank	FFI	\$26,499.98	0	\$33,000.00	1	\$34,402.50	2	\$36,608.50
		\$1,085,535.62		\$1,230,450.00		\$1,320,609.00		\$1,413,036.21