



SANIBEL FIRE AND RESCUE DISTRICT

COLLECTIVE BARGAINING AGREEMENT

LOCAL 1826

EFFECTIVE 10/1/2024-9/30/2027

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ARTICLE 1 - AGREEMENT**ARTICLE 1 - AGREEMENT**

1. In accordance with Chapter 447 of Florida Statutes, this agreement is entered into by and between Sanibel Fire and Rescue District (hereinafter, the Employer and Fire Chief) and The Southwest Florida Professional Fire Fighters and Paramedics, Local 1826, District Seventeen (17), International Association of Firefighters (herein after, the Union).
2. The purpose of this agreement is to promote and maintain harmonious and cooperative relationships between the Employer and its employees, both individually as well as collectively through the Union; to foster safety in the work place; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement; and to set forth herein the entire agreement between the parties in the determination of wages, hours and terms and conditions of employment.
3. This agreement is intended to promote the best interest of the public, employer, and employees by providing the highest level of quality medical care and fire service to the community.

ARTICLE 2 - DURATION OF AGREEMENT

ARTICLE 2 - DURATION OF AGREEMENT

1. This Agreement shall be effective October 1, 2024 and shall remain in full force and in effect until September 30, 2027.
2. If either party desires to negotiate a successor agreement it shall notify the other of such intent in writing no later than April 3rd the year of the expiration of the agreement.
3. If no notice is given pursuant to Article 2.2, this Agreement shall continue from year to year. The provisions of Article 2.2 shall apply to such continued Agreements.

ARTICLE 3 - RECOGNITION**ARTICLE 3 - RECOGNITION**

1. The Employer recognizes the Union as the Bargaining Agent for a unit described and certified by the Public Employees Relations Commission ("PERC") in Certification Number 1387, as clarified or amended from time to time by PERC.
2. The Union may display its charter directly alongside the bulletin board at any station of the Employer.
3. The Union may display one 3" X 3" IAFF logo on the District's apparatus, in a designated area as determined by the Chief and the Union DVP.

ARTICLE 4 - MANAGEMENT RIGHTS**ARTICLE 4 - MANAGEMENT RIGHTS**

1. It is the right of the Employer to determine unilaterally the purpose of the District, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. Employer rights will include, but not be limited to, the right of the Employer to direct its employees; to promote, transfer and assign; to suspend, demote, discharge, or take other disciplinary action for just cause; and take any action necessary to maintain the efficiency of Sanibel Fire and Rescue District. The right to make and ensure compliance with reasonable rules and regulations governing the Firefighters shall be a function of the Employer except as such right is relinquished, modified or abridged by this Agreement or by law.
2. The Employer has the right to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons. The Employer has the right to determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work. The Employer has the right to determine the number of employees to be employed by the District; to establish, change or modify the number, types and grades of positions of employees assigned to the District; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements and to establish, implement, and maintain an effective internal security practice.
3. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.
4. If, in the sole discretion of the Fire Chief, it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Fire Chief during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
5. Those inherent managerial functions, prerogatives and policy-making rights which the Employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein except insofar as the implementation of managerial policy affects those items expressed in other Articles of this Agreement in which event only such effects shall be subject to the grievance procedure contained in this Agreement.
6. Delivery of District services in the most efficient, effective and courteous manner is of

ARTICLE 4 - MANAGEMENT RIGHTS

paramount importance to the District. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

7. Nothing herein is intended to operate as a waiver of the Union's right to engage in impact bargaining.

ARTICLE 5 - UNION RIGHTS**ARTICLE 5 - UNION RIGHTS**

1. Members of the bargaining unit shall have the right to:
 - A. Join the Union or not join the Union.
 - B. Engage in lawful concerted activities for the purpose of collective bargaining negotiations.
 - C. Express or communicate to management any view, grievance, complaint, or opinion, related to the conditions of compensation and terms of employment of public employees for their betterment, all free from restraint, coercion, discrimination, or reprisal. All communications are to go through the shift reps and the D.V.P.
2. Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union, as it is clearly presented as the view of the Union, and not necessarily the Employer.
3. The Employer shall utilize the "just cause standard" as a measure of appropriate discipline for bargaining unit members.
4. Bargaining unit employees shall have the opportunity to make regular voluntary donations to IAFF Fire-PAC via payroll deduction. Employees wishing to make Fire-PAC donations shall be required to submit a form to the District indicating their desire to start or stop such donations.
5. The Employer and the Union agree not to discriminate against any employee for their legal activity on behalf of the Employer or any Union; for their membership or non-membership in any Union.

ARTICLE 6 - RULES AND REGULATIONS - DISCIPLINE**ARTICLE 6 - RULES AND REGULATIONS - DISCIPLINE**

1. The Union agrees that its members shall comply with all the provisions of this agreement and the Sanibel Fire and Rescue District Policies and procedures.
2. The Employer agrees to have all policies readily available on the district server or the online policy management software.
3. This Article shall not preclude employees from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this agreement.
4. The District shall notify the Union of any proposed changes in the District Policy Manual ten (10) business days prior to their implementation for review. The Union shall utilize this ten (10) business days period to review the proposed changes and identify any impacts the changes may have to wages, hours and terms and conditions of employment that may require negotiations.
5. Under normal circumstances, the District endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve.
6. Any counseling regarding a deficiency and/or problem with the employee by the Chief and/or his designee, will be considered the first step in the disciplinary process and will be documented as such and signed by the employee and the Chief and/or his designee.
7. Revisions to existing Standard Operating Guidelines (SOG's) / procedures or the initiation of newly formulated Standard Operating Guidelines (SOG's)/Procedures shall become effective ten (10) business days from the date of issue with the exception of those changes which if not implemented, would directly affect the employer's ability to provide a necessary service and those changes which have an impact on bargaining unit employees' terms and conditions of employment and over which the Union has requested impact bargaining. All employees will be assigned to view and accept policies and procedures through the online policy management software. Employees will have 30 calendar days to complete the assigned task. unless otherwise approved by the fire chief or designee for extenuating circumstances.

ARTICLE 7 - PAYROLL DEDUCTIONS**ARTICLE 7 - PAYROLL DEDUCTIONS**

1. The Employer shall deduct, without charge, from the pay of all Union members who authorize such deduction, the monthly dues payable to the Union. The employee shall have the right to stop Union dues deduction from his or her paycheck upon thirty (30) days written notice to the Employer and Union as set forth in Section 447 Florida Statute.
2. Payroll deduction for Union dues shall be accomplished in the first pay period of each month. Union dues will be electronically deposited to the union via ACH deposit.
3. Employees desiring the dues deduction shall authorize it by completing an appropriate form prescribed by the Employer and included in this contract as Attachment A. The Employer will adjust the deduction from time to time upon written notice within ten (10) business days from the Union.
4. The Union agrees to indemnify the Employer, and hold harmless, from and against any liability, real or asserted of any kind or nature whatsoever, to any person or party, because the Employer's compliance or efforts to comply with Section 7.1, 7.2 and 7.3 of this Article.
5. The Employer agrees to provide employees the ability to participate in an IRS 457 Deferred compensation plan, sponsored by Ameritas, and Florida Deferred Compensation Plans, and Employees may also purchase Life Insurance and additional Life Insurance benefits, AFLAC and Flex Spending (as stipulated in the district's agreement with Lee County Board of County Commissioners).
6. The Employer agrees to provide a voluntary supplemental retirement program under IRS 457(b) Deferred Compensation Plans. Employee participation in this plan is voluntary through payroll deduction. It is the responsibility of the employee to determine the amounts of their contribution and their investment strategy.

ARTICLE 8 - UNION TIME BANK**ARTICLE 8 - UNION TIME BANK**

1. A Union time bank will be managed by the District Administration. This time bank may be utilized by bargaining unit members to attend union meetings, conventions, and training seminars relating to union business as approved by DVP 17 and the Fire Chief or designee. The bank shall not exceed 120 hours at the start of the fiscal year. At the start of the fiscal year, the bank will be reviewed by district administration to determine the number of available hours. Replenishment of the time bank will be done via deduction of vacation time equally from each bargaining unit member as follows:

- Time will be deducted in 1-hour increments.
- No more than 4 hours will be deducted per employee.
- The bank will not exceed 120 hours.
- At the time of the review, if the bank is below 99 hours, the bank shall be replenished.
- Should an employee not have enough vacation hours to contribute, that time shall be deducted from the employee's first accrual.

If union time bank creates overtime for the district, the union time bank will be charged a rate of 1.5 hours. The use of union time bank will count as approved leave and shall not adversely affect an employee, such as an employee's ability to earn pay at an overtime rate or an employee's ability to receive holiday pay. A 72 hours' notice will be required for the use of union time bank.

2. The employer agrees to allow the Union to hold its meetings, on matters that pertain to this bargaining unit only, no more frequently than once per quarter at the Sanibel Fire and Rescue District Fire Stations. Additional meetings are at the Fire Chief or his designee's discretion. The union representative scheduling these meetings shall notify administration to the date and time of meeting to best accommodate operational needs.
3. The aforementioned meetings shall not interfere in any way with normal or emergency duties. On-duty personnel will be allotted a maximum of one (1) hour outside the apparatus's assigned district to attend the meeting in person.
4. Union DVP and/or his designee will be allowed to attend scheduled District Fire Commissioner meetings, while on duty, if their attendance does not interfere in any way with normal or emergency duties.

ARTICLE 9 - WAGES, ARP'S, & BENEFIT ALLOWANCE**ARTICLE 9 - WAGES, ARP'S, & BENEFIT ALLOWANCE**

1. Wages shall be consistent with appendix 9.1A upon the ratification of this contract by the bargaining unit members. Wages are effective upon the first full regular pay period after ratification by both parties.
2. Employees wishing to accept the responsibility of Acting Engineer must complete the following:
 - Must be have completed New hire probation
 - Must hold certification in Aerial Operations and State of Florida Pump Operator
 - Successfully complete SFRD Engineer Task Book
 - Meet with/be evaluated by Shift Captain and Chiefs designee

Employees who complete the requirements above shall receive the "Acting Engineer" ARP.

3. Employees wishing to accept the responsibilities of Acting Officer must complete the following:
 - Must be employed by SFRD for a minimum of 4 years
 - Must have fulfilled the qualifications for driving/pumping in Article 9.2
 - Must hold Fire Officer 1 certification
 - Meet with/be evaluated by Shift Captain and Chiefs designee

Employees who complete the requirements above shall receive the "Acting Officer" ARP.

4. Employees who successfully complete the courses to become a State Certified Paramedic and have been credentialed by the District's Medical Director may receive incentive pay as outlined in appendix 9.1A. The move to Paramedic is dependent on the operational needs of the district.
5. Employees who qualify for the Florida State Fire College, Supplemental Compensation Program for Advanced Degree Education, will receive their compensation monthly for as long as the funds remain provided from the State. If the state reduces funding to SFRD, the reduced funding will result in a funding reduction to each individual in the Supplemental Compensation Program.
6. Employees who do not reside on Sanibel Island or Captiva Island will receive a check based on the Discount Program provided by Leeway for 120 tolls plus 10 tolls for in-service or mandatory training. This does not include the cost of the transponder. Beginning every fiscal year, October 1st, payment will be provided to each shift employee for these tolls. Employees hired after the start of the fiscal year will receive a pro-rated toll check starting the first full month of employment at a rate of 10 tolls per month for the remainder of the fiscal year.
7. The district shall have the discretion to start new employees with 5 or more years of fire service

ARTICLE 9 - WAGES, ARP'S, & BENEFIT ALLOWANCE

experience at a higher wage after completion of their probationary year at Step 1 firefighter. The increase will be limited to a step 4 firefighter with applicable incentives. Longevity benefits will not be prorated and will be provided to the new hire once eligible per article 10.

8. Employees newly hired or promoted on or before April 3rd will be eligible to advance a step at the start of the fiscal year. Employees hired or promoted after that date will remain in their current step through the next fiscal year.
9. New hires and newly promoted employees will be subject to level 2 criminal history record checks. Employment and promotion will be contingent upon the results of said background check, pursuant to FL statute 435.

[\(Link to FL State Statute 435\)](#)

ARTICLE 10 - LONGEVITY**ARTICLE 10 - LONGEVITY**

1. Employees shall receive Longevity Pay for continuous years of service as follows:

| | |
|---------------|-----------|
| 5-9 years | 1% of pay |
| 10-14 years | 3% of pay |
| 15-19 years | 5% of pay |
| 20-24 years | 7% of pay |
| 25 plus years | 9% of pay |

2. Longevity Pay shall be paid in one lump sum in a separate check in the final pay period of the employee's anniversary month. Longevity Pay will be paid by multiplying the appropriate percentage, times that fiscal year's hourly+ additional responsibility pay, times the annual hours of 2990.
3. Longevity pay will be prorated for employees retiring from the district. This proration will be calculated by the number of months worked since the last issued longevity payment. Example: If a district employee receives a Longevity check in June and decides to retire in the middle of September. The employee will be paid out for every month that he/she has worked and completed. For this example, the employee would receive a prorated payment for 2 months worked or 16.7% of his/her full annual longevity compensation.
4. District employees that have been terminated will not be eligible for proration of longevity.

ARTICLE 11 - ADDITIONAL RESPONSIBILITY PAY (ARP)**ARTICLE 11-ADDITIONAL RESPONSIBILITY PAY (ARP)**

1. The rate will be designated based on the ARP tier level with a limit of six (6) total ARP's per employee. ARPs will be paid on a list of acquirable credentials as determined by the Bargaining Unit and Administration. If certification is lost, ARP will be discontinued immediately. Employees may reapply for ARPs the next fiscal year. See appendix 11.1A for approved list of ARP's.
2. Each year, during the month of May, the District will accept Request for ARP documents from members having obtained or renewing ARP. If the member is desiring to obtain a new ARP, all requirements for that ARP must be completed by June 1 of that year, with the evaluations being performed and completed by-September 1st. Along with the documentation, members that are currently receiving and wish to continue to receive the ARP for Boat Operator and Rescue Swimmer shall be required to complete a technical evaluation of their proficiency in the skill. The evaluation shall be performed and monitored by the Deputy Chief. Those members that fail to meet the requirement shall forfeit the appropriate ARP for that fiscal year, they may test/reapply again the following May. Technical evaluations will be made available for review by the members at minimum of 30 days prior if any of the standards were changed from the previous year's evaluation.
3. Acting officer, Boat operator, and acting engineer ARP are the only ARPs eligible for approval anytime during the fiscal year. Once all of the requirements have been met and the Chief or Deputy Chief have approved acting officer status. The individual will receive the ARP compensation which will begin on the next pay cycle.
4. Upon ratification of this CBA, the employees will have 14 days to complete a new ARP submission form from appendix 11.1A to be compensated based on the updated list of ARP's. This subsection will only apply to compensation for FY 2024-2025. Subsequent years will comply with section 11.2.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURES**ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURES**

Grievances or disputes which may arise, under this Agreement and/or related to wages, hours, terms and conditions of employment and discipline, shall be settled in the following manner:

1. Grievance Processing

A. Definition of business days is 8:00 A.M. to 5:00 P.M. Monday through Friday except for holidays as outlined and defined elsewhere in this agreement. A grievance may be filed by an employee or by a group of employees or by the Union (with respect to a single common issue).

B. All grievances shall be processed in the following manner:

Step 1: The District Vice President and/or the employee shall, within ten (10) business days of the event leading to the grievance or within ten (10) business days of the time when the employee became aware or should have become aware of the event leading to the grievance, present the grievance in writing to the immediate supervisor for resolution. The written grievance shall include the applicable contract Articles, specific sections and subsections, a description of the alleged violation(s), a description of the actual injury caused by the grievant and a proposed remedy. The Union may file class action grievances. If the grievance has not been settled within ten (10) business days from the date of submission to the immediate supervisor, or if the immediate supervisor fails to respond in writing within ten (10) business days, then the grievance is considered denied and may be advanced to the next step in the process.

Step 2: If not settled at Step 1 above, the District Vice President or the employee shall, within five (5) business days, present the grievance in writing to the Fire Chief or his/her designee for resolution. If the grievance has not been settled within five (5) business days from the date of submission to the Fire Chief or his designee, or if the Fire Chief or his designee fails to respond in writing within five (5) business days, then the grievance is considered denied and may be advanced to arbitration.

C. The parties may agree in writing to extend the time frame for internal resolution of a grievance by a mutually signed written consent.

2. Arbitration Referral.

A. If the grievance is not resolved at step two of the grievance procedure, the DVP or employee may, within five (5) business days from the date the Fire Chief or his

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURES

designee's response is due, submit the grievance to the Grievance Committee which shall be made up of the three Principal Officers of Local 1826. The grievance committee shall maintain full authority over the referral of specific grievances to arbitration. This committee will have five (5) business days to review the matter.

- B.** If approved for arbitration referral by the Grievance Committee, the Union shall notify the Fire Chief within five (5) business days following the review by the committee.
- 3.** Selection of the Arbitrator and Scheduling of the Hearing.
 - A.** Within ten (10) business days of the written notification to the Fire Chief outlined above, the Union or District may request a panel of seven (7) arbitrators from the FMCS. Once the list is received, the parties shall select one arbitrator from the list by alternately striking names from the list until a single arbitrator's name remains. The parties shall then notify the arbitrator directly of their selection. The party moving the issue forward to arbitration shall strike first from the list. Either party may strike the entire panel and request a new panel, one time.
- 4.** Authority of the Arbitrator.
 - A.** The Arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented and shall confine his or her decision solely to the interpretation or application of this agreement. The Arbitrator shall not have the authority to determine any other issues not submitted.
 - B.** The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered. However, fundamental notions of due process shall be observed.
 - C.** The decision of the Arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer.
 - D.** Upon receipt of the Arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event, no later than ten (10) business days after receipt of the Arbitrator's award.
 - E.** The Arbitrator shall interpret and apply these rules insofar as they relate to the Arbitrator's powers and duties and shall rule on matters of arbitrability.
- 5.** Arbitration Expenses.
 - A.** The arbitrator's fee and reasonable expenses (including any transcripts ordered) shall be

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURES

borne equally by the parties. Each party shall be responsible for their own individual expenses such as attorney fees, witness fees etc.

- B.** Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side. The expenses for witnesses for either side shall be borne by the party producing such witnesses.

ARTICLE 13 - WORK SCHEDULE**ARTICLE 13 - WORK SCHEDULE**

1. A three (3) platoon, twenty-four (24) hour tour of duty composed of three (3) shifts shall be in effect for assigned personnel. Each shift shall work a different tour of duty twenty-four (24) hours on and forty-eight (48) hours off. Employees assigned to shift, will work a schedule consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty.
2. Shift employees shall be permitted a fifteen (15) minute morning break, a one (1) hour lunch period and a one (1) hour dinner period. It is understood that employees are subject to both emergency work and essential work considered outside the routine work performed during the normal workday over the entire work period including special details and training.
3. The normal workday and workweek may be changed at the discretion of the Fire Chief, however, prior to changing the normal work day or workweek the Fire Chief will meet and discuss his intent to alter the normal work day with the Union's authorized representatives.

ARTICLE 14 - OVERTIME SELECTION**ARTICLE 14 - OVERTIME SELECTION**

1. All available overtime for coverage of bargaining unit slots shall be filled by personnel of the same rank or qualifications, if not possible minimum staffing according to rank and qualification will be as follows; but maybe changed according to the Chief or his designee's discretion:

Minimum on duty Personnel 6

Minimum on duty Officers 1

Minimum on duty Paramedics 2

2. For steps to determine "overtime selection", refer to the District's Overtime Procedure.
3. For training purposes, the Fire Chief or his designee may mandate employees in, not to exceed twelve (12) times in a fiscal year, unless unexpected mandated training is issued upon the District either through the State or Federal level to which the Fire Chief or his designee is held accountable.
4. Probationary employees shall not be eligible for overtime for the first two (2) months of employment, exception will be given for mandatory fire and EMS training.
5. Employees shall have the option of receiving Compensatory Time Off ("Comp Time") for their Overtime hours worked instead of Overtime Pay as described in this section:
 - a. To request compensatory time (Comp Time) instead of overtime pay, the employee shall email their officer during or prior to the shift, indicating their request for Comp Time. The on- duty officer is responsible for updating the work type category to Comp Time in the District's employee timekeeping software before the end of the employee's overtime shift. Failure to follow these steps will result in the forfeiture of the Comp Time request, and the employee will be paid for the overtime worked.
 - b. Each hour of overtime worked for which Comp Time was requested shall result in 1.5 hours of Comp Time placed into the Compensatory Time Off Bank.
 - c. Accrual of Comp Time shall be capped at a total of 72 hours on a rolling basis during each fiscal year. Once an employee reaches the maximum cap, any additional overtime hours will be paid the appropriate rate of pay for the hours worked.
 - d. Comp Time shall not carry over from one fiscal year to the next and shall be paid out in September at the employee's then current wage rate.
 - e. Employees shall request to use Comp Time through the same process as requesting use

ARTICLE 14 - OVERTIME SELECTION

of Vacation Leave. Comp Time requests may be denied if the use at the time requested would unduly disrupt the operations of the District.

- f. If an employee is separated from employment for any reason with a balance of Comp Time, the balance shall be paid at the average rate earned over the last three (3) years or the rate of pay in effect at the time of separation, whichever is greater.
- g. The use of accumulated Comp Time for time off will comply will all minimum manning and time off procedures

ARTICLE 15 - SHIFT EXCHANGE**ARTICLE 15 - SHIFT EXCHANGE**

1. Sanibel Fire and Rescue District is to be considered the employee's primary place of employment. Shift exchanges shall not be used to facilitate a secondary job or business. Shift employees may be permitted to exchange shifts with other shift employees as outlined further in this article if the exchange does not interfere with District operations. This approval will be determined solely at the discretion of the employer as outlined in this article. No overtime will be paid to cover shift exchanges, unless caused by the district.
2. At least twenty-four (24) hours written notice shift exchange may be granted on an inter-shift basis, subject to the approval of the Fire Chief or his designee.
3. Shift exchange is applicable only to shift employees and shall be in 1-hour increments.
4. Probationary employees shall not be permitted to take any shift exchanges for the first six months of their employment and no more than one shift in a row for the remainder of their probationary period.
5. If the employee accepting a shift exchange fails to work the scheduled exchange, he or she will be charged the appropriate leave time accordingly, from vacation time first then sick time. Any cost caused by an unexcused absence will be deducted from that employee's pay.
6. Any employee calling in sick on the day of a shift exchange will be required to provide certification. Failure to provide certification upon your return to work will result in any cost caused by an unexcused absence to be deducted from that employee's vacation leave based upon the number of hours equivalent to the value of the cost incurred. If sufficient vacation hours are unavailable from the employees bank, the employee's sick leave will be deducted accordingly.
7. Forty-eight (48) hours (2-shift days) is the maximum number of hours any one member can work continually through shift exchanges, including the employees regularly scheduled shift.
8. Exchanges are permitted exclusively between rank for rank as listed below:

Captain/Lieutenant may swap with Captain/Lieutenant

Engineer / EMT may swap with Engineer / EMT.

Engineer / Medic may swap with Engineer / Medic

Firefighter /EMT may swap with Firefighter / EMT

Firefighter / Medic may swap with Firefighter / Medic

Notwithstanding the above, acting Engineers may swap with Engineers within the same medical

ARTICLE 15 - SHIFT EXCHANGE

class.

9. Exchanges may be approved once it is cleared that all staffing needs have been met.
10. The maximum amount of time an employee can owe other employees and be approved for an off-duty shift exchange is 96 hours (unscheduled). If an employee owes more than 96 hours the exchange request will be denied.
11. Shift exchange time for cash or any monetary payment is prohibited by Sanibel Fire and Rescue District. Repayment must be hour for hour on all exchanges.
12. Any training missed due to exchange off time must be made up to the satisfaction of the Chief Officer.
13. Officers on duty for shift exchange will initiate any scheduled training and daily duties for the shift they are working.
14. All restrictions and approval of on shift exchanges may be waived by the Chief when all other forms of leave have been exhausted, or are in jeopardy of being exhausted.

ARTICLE 16 - HOLIDAY PAY**ARTICLE 16 - HOLIDAY PAY**

1. Holidays Observed:

| | |
|------------------|----------------------------|
| New Year's Day | Veterans Day |
| Presidents Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | Martin Luther King Jr. Day |

2. Shift Employees: Shift Employees will be paid twelve (12) hours straight-time per holiday. Holiday time will be paid to each employee at straight time based on the rate of pay being earned when the holiday occurred. An employee will not receive holiday time or pay for a holiday that occurs while on non- pay status. While receiving Workers' Compensation the employee shall be eligible for holiday pay.
3. To receive holiday pay, an eligible employee must be at work or taking scheduled Vacation or scheduled Sick Leave on the duty days immediately preceding and immediately following the day on which the holiday is observed, this includes the day of the holiday also for shift employees. If an employee is absent on one (1) or both days, including the day of the holiday, because of an illness or injury, the District will require verification of the reason for the unscheduled absence before approving holiday pay. Employees must provide sick verification to their shift supervisor prior to or immediately upon return to duty.

ARTICLE 17 - PAY PLAN & OVERTIME**ARTICLE 17 - PAY PLAN & OVERTIME**

1. Employees will be paid every other Friday and if the regular payday occurs on a "bank" holiday, employees will be paid on the last day before the regular payday.
2. The Employer will furnish a direct deposit payroll plan, at no charge to the Employee, for weekly payroll deposit at a bank or credit union of the employee's choosing. Employees may arrange for direct deposit of their entire paycheck to the credit union or bank of the employee's choosing.
3. Pay periods for shift employees are averaged over twenty-one (21) days with the workweek starting on a Monday at 0800 and ending fourteen (14) days later a Monday morning at 0759, with overtime calculated per Section 7(k) of the Fair Labor Standards Act. Paying employees every two (2) weeks establishes twenty-six (26) pay checks in each calendar year. Each usual paycheck for shift employees will reflect one hundred and six (106) hours of straight time and six (6) hours of time and one-half "Garcia" pay. The pay period for non-shift employees is the seven (7) consecutive day period from Sunday to Saturday.
4. Employees called in to work other than their scheduled shift will be compensated one and one-half (1½) times the regular rate of pay, for actual hours worked in 1-hour increments.
5. For purposes of overtime calculations, other than sick time used on the duty day before or after an overtime day, paid time off shall be considered time worked.
6. Anyone working voluntary overtime on the duty day before or the duty day after using a sick day will be paid straight time.
7. An employee who has, at the employer's request, worked hours outside of his regular schedule will not have such schedule altered solely to prevent the payment of overtime.
8. During out-of-county mutual aid deployments, work-hours will be considered those which are reimbursable through either State or Federal Emergency Management agencies or those hours that correspond to an employee's normal shift.

ARTICLE 18 - WORKERS COMPENSATION**ARTICLE 18 - WORKERS COMPENSATION**

1. If an employee is injured in the line of duty, he/she must immediately notify his/her supervisor or the Fire Chief / Deputy Fire Chief within 30 days as specified in FL Statute 440.185 (1). The injured employee and supervisor must complete an injury Incident Report.
2. Temporary Indemnity Compensation Benefits paid pursuant to entitlement under §440.15(2) & (4), Fla. Stat., shall be paid to the employee as follows:
3. All temporary indemnity compensation (TTD and TPD) calculated under the workers' compensation laws shall be paid by the WC Carrier/TPA directly to the district.
4. The district shall pay TTD or TPD to the injured employee based upon the employee's "regular pay" rather than a percentage of the workers' compensation average weekly wage per §440.14 and §440.15, Fla. Stat. "Regular Pay" for determination of both TTD and TPD shall be defined to mean the "regular salary/wages" as designated on the employee's last paycheck prior to the date of injury. TTD shall be paid at the full regular pay amount. TPD shall be paid for hours actually worked based upon an hourly rate calculated from the "regular pay" amount divided by 80. "Regular Pay" shall not include FLSA Overtime, or any other additional payment made to the employee on the applicable paycheck.
5. When a workers compensation claim is initiated, the employee will be responsible for utilizing their own earned benefit of sick time for work missed due to the claimed work injury/condition during the first 7 days following the compensable accident/injury. If no sick time is available, vacation time may be used for the initial 7 days. If the employee is out of work more than 21 days due to disability from the claimed work injury/condition, the employee will be compensated as entitled under §440.15, Fla. Stat., by the district for days 1-7 as outlined above minus the value of the earned benefits (sick/vacation) already paid. All used earned benefit(s) during this 7-day period will then be returned/reinstated to the employee. If the employee returns to full duty before the 21-day period, the employee will not be compensated for day 1-7 per §440.12(1).
6. If an employee has been released by the workers' compensation physician to perform light duty, the employee shall be required to perform available light duty within the parameters set by workers' compensation. If modified work is available, the employee will be offered a forty (40) hour work week, eight (8) hours per day, 5 days per week within the restrictions assigned by the workers' compensation physician for the work-related injury/condition. During the performance of light duty for the work-related injury, the district will pay the employee based upon their "regular pay" as outlined and defined above for the hours actually worked. If the employee chooses to refuse the light duty work offered, this shall act as a voluntary limitation of income and the employee will forfeit entitlement to payment of temporary indemnity compensation for

ARTICLE 18 - WORKERS COMPENSATION

temporary partial disability as outlined above and shall instead be required to use sick and vacation time for all time off. The employee is required to perform and comply with the light duty work offered within the workers' compensation physician's restrictions, in order to secure entitlement to temporary partial disability as outlined above.

7. Employee's working forty (40) hours or less, in a seven (7) day work week, while receiving workers' compensation benefits or on light duty status, are not eligible for overtime, including the biweekly FLSA/Garcia Pay of six (6) hours of overtime pay.
8. The district is under no obligation to create light duty for an employee and the provision of light duty for an employee shall not be precedent for the provision of light duty for another employee. In the event light duty is unavailable, the employee may elect to make up the difference between their Worker's Compensation benefits and their regular pay by using sick and/or vacation time.
9. Employees unable to return to full duty within three hundred sixty-five (365) days may be terminated and shall fall under any applicable provisions of the employee's retirement program or Workers' Compensation programs.
10. For purposes of Shift Staffing, Vacation Leave (Article 21) and Education Leave (Article 33) will be counted toward only one (1) shift employee off per day.

ARTICLE 19 - FAMILY LEAVE**ARTICLE 19 - FAMILY LEAVE**

1. In the event of death of a member of the immediate family (as defined herein), a shift employee may be granted up to forty-eight (48) hours of paid. More time may be granted by the Chief or his designee for extenuating circumstances. All time off shall be used within 30 days, an extension may be granted with the fire chiefs' approval.

2. Bereavement leave will be granted for family members as follows:

| | Relationship |
|--------------------|---|
| Employee | Spouse, child, parents/step-parents, grandparents, grandchildren, great-grandparents, siblings, son-in-law, daughter-in-law, and any relative living within the employee's household. |
| Spouse of employee | Child, parents/step-parents, grandparents, grandchildren, great-grandparents, siblings |

3. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in the manner of annual or sick leave. Payment in lieu of Bereavement Leave is not authorized. The frequency with which it is granted shall be governed only by necessity.

4. Scheduled Vacation Leave or Sick Leave, if accrued, or leave without pay may be granted in conjunction with Bereavement leave at the Chiefs discretion.

5. The District may request documentation of death.

6. In the event of an unusual circumstance, the Fire Chief, at his/her discretion, may grant additional time off with pay. The employee will need to provide proof of death for any of these circumstances.

7. **Newborn Leave:**

A. Upon written request, employees may be granted up to seventy-two (72) Hours of absence with pay for the birth of the employee's child, or the employee's adoption of a child under the age of eighteen (18).

B. Newborn Leave must be used within the first thirty (30) days following the birth or adoption of the employee's child.

ARTICLE 19 - FAMILY LEAVE

- C. The Newborn Leave is not accrued and is not deducted from Vacation Leave or Sick Leave accounts.

- D. Scheduled Vacation Leave or Sick Leave, if accrued, or leave without pay may be granted in conjunction with Newborn leave.

ARTICLE 20 - CIVIL LEAVE**ARTICLE 20 - CIVIL LEAVE**

1. The Fire Chief will grant an employee leave with full pay for any absence necessary for serving on a jury, attending court as a witness under subpoena for proceeding relating to the employee's work at the District, voting in an election or taking tests of fitness for employment under the provisions of these Rules.
2. Employees after having been released or having finished any part of the above activities must report back to their job within a reasonable time.
3. Employees who are servicemembers in the Nation Guard or a reserve component of the Armed Forces of the United States, shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay, pursuant to the requirements of USERRA, 38 U.S.C. §4301 et. seq. and applicable Florida Statutes.
4. Employees who are servicemembers in the National Guard or reserve component of the Armed Forces of the United States are entitled to leave of absence with pay for up to 240 working hours in any one annual period for the days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. Leave for any additional or longer period shall be without pay.

ARTICLE 21 - VACATION LEAVE**ARTICLE 21 - VACATION LEAVE**

1. The established vacation year begins on the employee's date of hire. Vacation Leave is accrued or earned based on the employee's length of service and on the time actually worked. Accruals will begin on the first day of the month following starting employment. Employees will not be entitled to carry over more than twenty four (24) months of accrued vacation hours from one (1) calendar year to the next. except with special approval by the Fire Chief.

| Month of service | Shift employees |
|------------------|-------------------------------------|
| 0 - 12 | 12 hours / month - 144 hours / year |
| 13 - 60 | 16 hours / month - 192 hours / year |
| 61 - 120 | 19 hours / month - 228 hours / year |
| 121 - 180 | 25 hours / month - 300 hours / year |
| 181 - 240 | 29 hours / month - 348 hours / year |
| 241 d beyond | 31 hours / month - 372 hours / year |

2. Employees may not take paid Vacation Leave until they have earned the Vacation Leave. Vacation Leave is earned on the last day of each month. All employees will be charged on an hour-for-hour basis for time used. New employees accrue paid vacation upon initial employment but may not take any Vacation Leave until they have completed at least six (6) months of employment.
3. Employees out on short-term disability or leave of absence do not accrue Vacation Leave hours. If an employee is not receiving a payroll check from the District, they are not entitled to Vacation Leave accrual.
4. An employee who separates from district employment will be compensated for all accrued vacation hours, up to a maximum of 500 hours, at their current wage rate as of the separation date. Any additional accrued vacation time beyond this limit will not hold any monetary value upon separation from the district and shall be forfeited. "Separation" as used in this section includes retirement such that FRS shall include the 500 hours in its calculation of the employee's average final compensation in accordance with Fla. Stat. Section 121.021(24)(b).
5. An employee may elect to be paid out for up to a maximum of 500 hours prior to entering the FRS Deferred Retirement Option Program (DROP). The employee must notify the fire chief or designee of their intent to use this option at least 30 days prior to the processing of FRS DROP documentation. If an employee chooses to receive vacation leave payout prior to entering FRS DROP, they acknowledge that any further vacation accrual will hold no monetary value. Such

ARTICLE 21 - VACATION LEAVE

that the employee is not eligible for payout under subsection 21.4 and 21.6.

6. An employee who has accrued more than 18 months' worth of vacation hours at their current accrual rate is eligible to request a one-time payout of the excess vacation hours, provided the employee is not separating employment through retirement between August 1 through September 30 of the applicable fiscal year. The payout will be calculated based on the fiscal year's hourly rate plus any additional responsibility pay. Requests for this vacation time payout must be submitted to the Fire chief or designee for approval during the month of August for payment in September.
7. Vacation Leave time may not be taken in increments less than one (1) hour. Requests greater than two hundred and forty (240) continuous hours will require special permission of the Fire Chief or his designee.
8. Application for Vacation Leave shall be made no less than seventy-two (72) hours in advance. Applications submitted in less than seventy-two (72) hours may require special consideration by the Chief or his designee and may be considered over the phone by the Captain. No more than one shift employee per shift may take Vacation Leave or Comp Time. The Fire Chief and/or his designee may waive this requirement.
9. In cases of emergency or operational conflicts, such as impending hurricanes, the Fire Chief and/or his designee may cancel pending Vacation Leave or disapprove Leave requests and or call back personnel from Vacation Leave.

ARTICLE 22 - SICK LEAVE**ARTICLE 22 - SICK LEAVE**

1. Sick Leave may be granted for the following purposes:
 - A. Personal injury and or illness not connected with work.
 - B. Pregnancy disability leaves.
 - C. Medical, dental, optical or chiropractic examination or treatment of the employee.
 - D. Exposure to a contagious disease, which would endanger others, as determined by a Physician. --Illness and/or injury to an immediate family member shall fall under leave policy as outlined in the Sanibel Fire Rescue District Policy Manual; Approved medical leave.
 - E. If an employee appears to be injured or ill, the employee's supervisor may choose to instruct the employee to leave the workplace. In such cases, the employee must use Sick Time. This use of time will be considered with certification for the remainder of the current shift.
 - F. Sick Time may be taken during the employee's probationary period.
2. Employees shall accrue Sick Leave in accordance with the following chart:
Shift Employees 12 hours per month = 144 hours per year
3. There is no limit on the amount of Sick Leave an employee may accrue.
4. During a rolling twelve (12) month period, employees may convert a portion of sick hours into vacation hours. This is provided that the remaining number of sick hours is no less than four hundred and thirty-two (432) hours left in his or her sick leave bank. Written request must be submitted to the Chief and/or Deputy Chief for hours to be transferred. The twelve (12) month period will be calculated back from the day of the request for conversion, including the day of the request.

| Sick hours used during the previous 12 months | Sick hours that may be converted to vacation hours |
|---|--|
| 0 | 48 |
| 1 - 24 | 36 |
| 25 - 48 | 24 |

ARTICLE 22 - SICK LEAVE

5. Sick Leave shall be charged to the employee for the actual time the employee is away from work in one (1) hour increments.
6. Any Shift employee calling in for Sick Leave for any purpose shall notify the on-duty Officer at Station One, at least sixty (60) minutes before they are scheduled to report for duty and shall identify the reason for the absence and its expected duration. Failure to do so may result in the forfeit of pay for the day.
7. The district reserves the right in all cases of illness or reported illness either of the employee or a family member, to require the employee to furnish a written certification from the health care provider if there is any suspected abuse, documented pattern, or frequent use of Sick Leave. If any such absence exceeds two (2) consecutive duty days, the requirement will be mandatory. Any sick time used more than seventy-two (72) hours without written certification in any twelve (12) month period will also require a written certification from the health care provider for the remainder of that twelve (12) month period. Abuse of Sick Leave privileges shall constitute grounds for disciplinary action.
8. A statement from the attending physician's office must be presented upon return to work in cases required by the Fire Chief or his designee. The statement shall be such that it offers information that the employee was not fit for duty on the day or days of their absence. For absences more than ninety (90) days the employee may be required to meet the following requirements:
 - The employee will submit to a physical (same level as pre-employment physical) provided by the District's physician in compliance with NFPA 1582 and other associated industry related standards and guidelines. All costs shall be paid by the District; however, charges for no-show or late cancellations (if any) are borne solely by the employee.
 - Employees who are deemed subject to a "Restricted to Light Duty" or subject to "Unfit for Current Duty" by the examining physician during the Physical, shall be given up to thirty (30) days from the date of designation to return to "fit-for-any-duty" status. The maximum thirty (30) day period is anticipated to allow sufficient time to complete a rehabilitation program designated by the employee's personal physician which is designed to return the employee to "fit-for-any-duty" status. During any rehabilitation period, the employee shall be allowed to utilize accrued and unused sick or vacation leave.
 - In the event the employee disagrees with the District physician's assessment and produces a contradictory assessment from a personal physician within ten (10) business days, the employee will be sent to a third physician at District expense, for a third

ARTICLE 22 - SICK LEAVE

medical examination. The third physician shall be selected by mutual agreement of the two other physicians. but in the event the two physicians are unable to agree as to the third physician, the District shall select the third physician. If the third physician concurs that the employee is either "Restricted to Light Duty" or "Unfit for Current Duty", the date of the first designation by the District's physician shall determine the calculation of the maximum thirty (30) day period.

- If the District's physician determines it at any time prior to the expiration of the time period(s) allowed for in this Article that it is not likely that the employee will be able to return to "fit-for-any-duty" status prior to or at the end of the time period. the employee's employment with the District shall be terminated. In such event. District will work cooperatively with employees who qualify for normal or early retirement and with employees whose inability to regain "fit-for-any-duty" status is as the result of a work-related or presumptively work-related illness or injury.
9. Should it be discovered that an employee is taking Leave under false pretenses, it shall be deemed grounds for disciplinary action, to include dismissal.
 10. When an employee has exhausted his or her Sick Leave, the employee shall be required to take Vacation Leave in accordance with Article 21, before taking a Leave of Absence in accordance with Article 23, without pay upon the approval of the Fire Chief or his designee. Employees may also make use of shift exchanges in accordance with Article 15. If "light duty", is available the employee may be offered such "light duty". If the employee accepts the "light duty", the employee shall be paid at his/her hourly rate for hours worked. Vacation and Sick leave accruals shall also be based on hours worked.
 11. Employees who take unscheduled Sick Leave are expected to remain at their residence during the term of their illness, unless the employee is seeking medical attention. Under no circumstances may an employee take Sick Leave to engage in recreational activity or to work at another job.
 12. Employees who falsify the reason for an absence will be subject to disciplinary action, up to and including termination and compensation for the absence will be stopped immediately.
 13. Employees unable to participate in training activities due to illness or injury may be required to utilize Sick Leave as determined by the Fire Chief or his designee.
 14. At the time an employee terminates employment from the District, they will receive payment for one-fourth (1/4) the balance of their accrued and unused Sick Leave, but payment shall not exceed a total of four hundred (400) hours. Example -Any employee at or above 1600 hours of sick leave will be entitled to the maximum of 400 Hours of compensation.

ARTICLE 22 - SICK LEAVE

15. The lump sum separation payment shall be determined by using the employee's hourly rate and additional responsibility pay at the time of his or her separation. This payment will be made to the employee on his/her final paycheck.

ARTICLE 23 - LEAVE OF ABSENCE**ARTICLE 23 - LEAVE OF ABSENCE**

1. A leave of absence may be approved by the Employer at its sole discretion upon written request by the employee.
2. A leave of absence shall be without pay or benefits and shall be granted only after District manning and personnel requirements have been evaluated by the Employer.
3. The employee on a leave of absence shall be reinstated to his original position with pay and benefits when a vacancy for that position becomes available and the employee complies with and meets all current requirements for employment. The employee shall forfeit all pay increases that he or she would have incurred during their leave.
4. A leave of absence for medical or educational purposes shall be without pay or benefits. However, the employee on a leave of absence for educational or medical purposes shall be reinstated to his original position upon expiration of the leave so long as he complies with and meets all current requirements for employment. For medical absences more than ninety (90) days the employee may be required to meet the following requirements:
 - The employee will submit to a physical (same level as pre-employment physical) provided by the District's physician in compliance with NFPA 1582 and other associated industry related standards and guidelines. All costs shall be paid by the District; however, charges for no-show or late cancellations (if any) are borne solely by the employee.
 - Employees who are deemed "Restricted to Light Duty" or "Unfit for Current Duty" by the examining physician during the Physical, shall be given up to thirty (30) days from the date of designation to return to "fit-for-any-duty" status. The maximum thirty (30) day period is anticipated to allow sufficient time to complete a rehabilitation program designated by the employee's personal physician which is designed to return the employee to "fit-for-any-duty" status. During any rehabilitation period, the employee shall be allowed to utilize accrued and unused sick or vacation leave.
 - In the event the employee disagrees with the District physician's assessment and produces a contradictory assessment from a personal physician within ten (10) business days, the employee will be sent to a third physician at District expense. for a third medical examination. The third physician shall be selected by mutual agreement of the two other physicians. but in the event the two physicians are unable to agree as to the third physician, the District shall select the third physician. If the third physician concurs that the employee is either "Restricted to Light Duty" or "Unfit for Current Duty". the date of the first designation by the District's physician shall determine the calculation of

ARTICLE 23 - LEAVE OF ABSENCE

the maximum thirty (30) day period.

- If the District's physician determines it at any time prior to the expiration of the time period(s) allowed for in this Article that it is not likely that the employee will be able to return to "fit-for-any-duty" status prior to or at the end of the time period, the employee's employment with the District shall be terminated. In such event, District will work cooperatively with employees who qualify for normal or early retirement and with employees whose inability to regain "fit-for-any-duty" status is as the result of a work-related or presumptively work-related illness or injury.

The employee shall forfeit all pay increases that he or she would have otherwise incurred during their leave.

5. When the reinstatement of an employee upon the expiration of a medical or educational leave of absence places the total complement of personnel more than that approved by the Employer; the Employer shall have the right to reduce the number of personnel accordingly to allow for reinstatement.
6. The employee on a requested Leave of Absence will be notified prior to the District filling the vacated position. Failure to return to work immediately shall be grounds for the District to replace that employee.
7. In the event of a leave of absence, vacation and sick leave will be prorated based on the number of shifts worked in each month with absences.

ARTICLE 24 - SHORT AND LONG-TERM DISABILITY, LIFE, AD&D INSURANCE**ARTICLE 24 - SHORT AND LONG-TERM DISABILITY, LIFE, AD&D INSURANCE**

1. Disability Program:
 - A. The employee may purchase Short Term and/or Long-Term Disability Insurance at their sole option and expense through the Insurance program that the District participates in through Lee County Board of County Commissioners and/or AFLAC. The benefits available under these programs are described in the Summary Plan Description, available upon request and are subject to change by Lee County and/or its insurance provider, and/or AFLAC.
 - B. Premiums are deducted from the 2nd payroll check of the month.
2. Life and AD&D Insurance:
 - A. The District will cover all fifty-six (56) - hour and forty (40) - hour employees with Life and AD&D Insurance as follows:
 - (1) The amount of Life Insurance will be one and one-half (1½) times your basic annual earnings, rounded to the next higher \$1,000; subject to a maximum of \$150,000.
 - (2) The amount of AD&D Insurance will be three (3) times your basic annual earnings, rounded to the next higher \$1,000; subject to a maximum of \$200,000.
 - B. Additional amounts of life insurance may be purchased through the District's insurance program with Lee County.
 - C. As per the Internal Revenue Service, Publication 15-B 2008, the District is required include in the employee's wages subject to Social Security and Medicare taxes; the cost of group-term life insurance that is more than the cost of \$50,000 of coverage.
 - D. Table2-2 Publication15-B - 2012 Cost Per \$1,000 of Protection for1 Month

ARTICLE 24 - SHORT AND LONG-TERM DISABILITY, LIFE, AD&D INSURANCE

| 3. | AGE | 4. | COST |
|-----|---------------|-----|-------|
| 5. | Under25 | 6. | \$.05 |
| 7. | 25 through 29 | 8. | .06 |
| 9. | 30 through 34 | 10. | .08 |
| 11. | 35 through 39 | 12. | .09 |
| 13. | 40 through 44 | 14. | .10 |
| 15. | 45 through 49 | 16. | .15 |
| 17. | 50 through 54 | 18. | .23 |
| 19. | 55 through 59 | 20. | .43 |
| 21. | 60 through 64 | 22. | .66 |
| 23. | 65 through 69 | 24. | 1.27 |
| 25. | 70 and older | 26. | 2.06 |

The above costs are subject to change as predicated by the United States Internal Revenue Service.

ARTICLE 25 - FAMILY MEDICAL COVERAGE**ARTICLE 25 - FAMILY MEDICAL COVERAGE**

1. The District agrees to provide all District employees and or their legal spouse and or their legal children with medical, dental, eye and prescription insurance which are substantially equivalent to the coverage currently provided according to the following:
 - A. All coverages are subject to the exclusions and limitations imposed by the Insurance Company adopted.
 - B. The District will cover employee's dependents, according to the Lee County- Health and Dental Benefits Plan and any provisions as set forth in the ACA (Affordable Care Act).
 - C. The District will not provide medical, dental, eye or prescription coverage, for employee's spouses who are entitled to such an insurance program through his or her own employment at no cost. The District will not provide benefits to employee's spouses that have turned down comparable benefits offered by an employer, at no cost as part of a cafeteria plan, so that they can receive additional benefits or pay.

ARTICLE 26 - PENSION AND RETIREMENT**ARTICLE 26 - PENSION AND RETIREMENT****FLORIDA RETIREMENT SYSTEM**

1. All employees shall be covered under the Florida Retirement System.

The employer and employee will be subject to the Florida Retirement System (FRS) contribution payments and rates as set forth each year by the Florida Legislature. Rates are set prior to and go into effect on July 1st of each year.

DEFERRED COMPENSATION PLAN

2. It is the policy of the District to participate in an IRS 457 Deferred Compensation Plan which is a voluntary program for employees of the District to set aside additional money for retirement pre-tax. The district offers 3 plan administrators: Florida Deferred Compensation Plans, Nationwide, and Ameritas.

POST EMPLOYMENT HEALTH PLAN

3. It is the policy of the District to participate in the Post Employment Health Plan, offered by Nationwide Retirement Solutions. The Post Employment Health Plan (PHEP) is Nationwide Retirement Solutions brand name for a 501@ (9) trust plan. A 501@ (9) trust plan is funded by the employer to cover health care costs for employees who either terminate their employment or retire. 501@ (9) trust plans are tax exempt and accumulate reserves to pay medical insurance premiums or uncovered health care expenses for former employees.
4. The plan is funded by the employer, all contributions, and earnings on investments as well as reimbursements for qualified employee medical expenses incurred after separation of service are received free from federal income and FICA taxes.
5. Upon termination of employment for any reason, 100% of the Eligible Employee's accumulated sick leave as outlined in article 22.14, shall be contributed to the Plan at 100% of its current value.
6. The District shall contribute \$3000 per fiscal year to each employee's established PHEP account.

ARTICLE 27 - NEW HIRES AND PROMOTIONS**ARTICLE 27 - NEW HIRES AND PROMOTIONS**

1. New Hires shall serve a one (1) year probation period, during which they shall be subject to periodic evaluations. Probationary employees may be disciplined or terminated without recourse to arbitration under Article 13.
2. The District will offer employees promotions/position moves to higher-level positions when appropriate. The District prefers to promote from within and will first consider employees with the necessary qualifications and skills to fill vacancies above the entry level, unless outside recruitment is in the District's best interest.
3. If there are no fully qualified candidates for Lieutenant, the Chief may use his/her discretion to open the testing to all Engineers and acting engineers with at least 4 four years of service and set a 365-day deadline for acquiring the missing qualifications from the start date of the promotion.
4. If there are no fully qualified candidates for Captain, the Chief may use his/her discretion to open the testing to all Lieutenants and acting officers. The promoted employee will have a 365-day deadline for acquiring the missing qualifications.
5. Any candidate that is promoted without the full qualifications and unable to obtain ALL qualifications within the above timeframe as outlined in article 27.3(B) and 27.3(C) shall be demoted to their previously held position prior to promotion.
6. The necessary qualifications for the selected promotions/position moves are:
 - (a) **Engineer** - Must be an acting engineer and must have passed Aerial Operations and the State of Florida Pump Operator test.
 - (b) **Lieutenant** - Employees must be an SFRD employee for a minimum of FOUR (4) years and must be currently working in an engineer position or be an acting engineer. The employee must have acquired a Florida Fire Service Instructor I Certificate and Fire Officer I certification.
 - (c) **Captain** - Employees must be currently working in a Lieutenant position. They must have acquired a Fire Officer II Certificate, Fire Safety Inspector, and Florida Fire Service Instructor 1.
7. Paramedic (Credentialed) - Employees must be a Florida Certified Paramedic, possess all required certifications and complete the SFRD Medical Director requirements of credentialing. The position move to Paramedic is dependent on the operational needs of the District. Nothing

ARTICLE 27 - NEW HIRES AND PROMOTIONS

in this article prohibits an employee qualified to credential to do so, with the understanding that they will not receive Paramedic pay nor will they move to a paramedic position until operationally necessary.

8. Company Officer and Engineer promotional testing will be announced in a District Memo and posted on the employee bulletin board. When job openings or promotion opportunities are posted, interested employee candidates must initiate a written request to the Fire Chief or his designee, prior to the close of written notice/cut-off date specified in the posting.
 - A. The close of written notice/cut-off date for Employee Candidates will be no less than Thirty (30) days prior to the promotional assessment exams completion.
 - B. The written exam and Chiefs interview will be held no sooner than fourteen (14) days and no later than thirty (30) days from close of written notice/cut-off date.
 - C. The practical portion before the Assessment Board will be administered at a minimum of Thirty (30) or later from the close of written notice/cut-off date.
9. A Promotional List of final test results will be created and maintained for one year from the date of confirmation. If a vacancy shall open, the highest scoring employee candidate shall be promoted from this list.
10. The engineer assessment board will consist of the following scoring and testing criterias
 - A. Written: 75-150 questions (must score above 70% to pass written) 40% of overall grade
 - B. Practical Test - 60% of overall grade

Notwithstanding the above, Employees in the following wage step on 9/30/2024 shall be automatically moved into the newly created Engineer position without testing or interviewing and slotted into the new wage scale upon ratification of the contract by both parties:

ENG1 moves to Engineer Step 2
ENG2 moves to Engineer Step 3
ENG3 moves to Engineer Step 3
ENG4 moves to Engineer Step 3

Employees seeking promotion to Engineer after this initial slotting shall be subject to vacancies as determined by the District and the promotional process set forth in Article 27.

11. The following shall pertain to Company Officer only – The Assessment Board will consist of fire service members similarly qualified at/or above the position applied for. The assessors shall

ARTICLE 27 - NEW HIRES AND PROMOTIONS

have more than one year experience in the position they are assessing. The District will make every effort to obtain assessors from outside of Lee County.

12. The Company Officer assessment process scoring will consist of the following:
 - A. 25% Chiefs Interview
 - B. 25% Written examination of 50-100 questions.

Written exam source material shall consist of the most current Sanibel SOGs, union contract, employee handbook, and two (2) additional text of management's choice. All Source material for the written test will be posted with the test notice.
 - C. 40% Tactical Scenario scored by the assessment test.
 - D. 5% Conflict resolution scenario scored by the assessment board.
 - E. 5% Teaching scenario scored by the assessment board.

13. The union representative is able to observe the assessment process on behalf of the employee candidates. This representative must be mutually agreed upon by the union and the SFRD administrator who is conducting the assessment scoring. The union representative selected to observe the process is obligated to maintain confidentiality throughout the entire promotional process. Prior to the posting of scores and selection of a candidate for a position, candidates will be given 3 days to object to any instances that they believe are not fair and equitable. The Union representative shall address these objections through a pre-established reporting mechanism and management will work with the union representative to resolve the issue with the best interest of the candidates and the Employer.

14. Lone candidates for a position, will be required to undergo skills assessment conducted by the Chief or his designee, in lieu of the full assessment board process outlined in this Article.

15. An Employee Candidates score will be adjusted accordingly for the following experience, education, and service to the district:
 - A. 0.5 per year of Acting LT/Captain service points added to a candidate's final score for having served in an "Acting Officer" capacity. This credit shall be at a maximum of 5 years for 2.5 points.

 - B. Higher Education:
 - 0.5 points for Associate's Degree
 - 1.0 points for Bachelor's Degree
 - 2.0 points for Master's Degree

ARTICLE 27 - NEW HIRES AND PROMOTIONS

- C. FSFC Certificates:
 - 0.5 points for Inspector
 - 0.5 points for Investigator
 - 0.5 points for Fire Officer 2 for Lieutenant candidates
 - 0.5 points for Fire Officer 3 for Captain candidates
16. Employees shall serve a promotional probation period of one (1) year and shall be subject to evaluations during that time. Promoted employees who fail to successfully complete probation due to unsatisfactory performance evaluations shall be returned to their former classification and placed in the step they would have attained had they not received the promotion, without recourse to arbitration under Article 12.
17. Employees selected for promotion may be assigned to another shift or station assignment, as determined by the needs of the District.
18. Promoted employees will retain their existing job seniority.

ARTICLE 28 - DEMOTIONS**ARTICLE 28 - DEMOTIONS**

1. A demotion is the return of an employee from a position in higher pay range to a position in lower pay range.
2. A disciplinary demotion, for cause, shall return the employee to the next lowest rank and years of service appropriate step.
3. If the employee previously held the rank to which the employee is demoted, the employee is deemed qualified for the position and shall not be required to take any examination, unless the examination is required for certification by the State of Florida.
4. The district may recognize a voluntary demotion if it does not impact the operations of the district. All voluntary demotions are subject to the established pay plan and steps as described.

ARTICLE 29 - OPERATOR INSURANCE & LIABILITY**ARTICLE 29 - OPERATOR INSURANCE & LIABILITY**

1. The Employer shall provide firefighters with insurance protection against liability because of their line-of-duty operating of fire equipment. The District will provide defense of employees from civil suits from tort liability incurred while acting in scope of employment and pursuant to the guidelines set out in Section 768.28, Florida Statutes, agrees to hold the employee harmless within the limitations set out in Section 768.28, Florida Statutes and protect said employee from civil liabilities only, resulting from any act, event or omission of action in the scope of his or her employment of function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

ARTICLE 30 - STATION ACCOMODATIONS**ARTICLE 30 - STATION ACCOMODATIONS**

1. The Employer shall provide and maintain at each fire station regularly manned on an overnight basis by District paid classified firefighters kitchen facilities including stove with oven, refrigerator, cooking and eating utensils, dining room set, cleaning supplies a lockable pantry cabinet for each shift, and beds with adequate mattresses and springs.
2. The district agrees to continue its efforts to provide privacy for sleeping quarters in existing stations and newly constructed stations. The district will make every effort, however may not be able to provide private sleeping quarters in temporary fire stations.
3. The firefighters will be responsible for proper care and cleaning of the area and facilities provided including laundry of linens.
4. The firefighters agree to perform normal station duties and housekeeping maintenance to include cleaning and yard maintenance (see section 30.7 for yard maintenance definition). The Employer will provide cleaning and maintenance supplies and equipment for both the station and apparatus.
5. The employer agrees that major maintenance and repairs, which require the services of a journeyman carpenter, plumbers, electricians, etc., or an auto mechanic, shall not fall within the responsibility of the shift employees. It is understood that regular, routine, and minor maintenance of station exterior, interior, small engine maintenance and vehicles will be performed by bargaining unit employees.
6. Those tasks normally requiring the services of a journeyman carpenter, plumbers, electricians, etc., or those normally requiring the services of an auto mechanic may be done by shift employees on a voluntary basis but shall not be required.
7. Definition of Yard Maintenance:
 - A. **General Yard Maintenance (firefighter task):**
 - **Mowing:** Regular mowing of all district-owned yards.
 - **Weed Eating:** Trimming grass and weeds around edges, obstacles, and other areas not accessible by mowers.
 - **Edging:** Defining the borders of grassed areas to maintain a neat appearance.
 - **Brush Trimming and Hedge Maintenance (firefighter task):** Pruning and trimming of bushes, shrubs, and hedges to maintain their shape and health.
 - B. **Debris Management (firefighter task):**
 - **Fallen Branches and Palm Fronds:** Collection and disposal of fallen branches

ARTICLE 30 - STATION ACCOMODATIONS

and palm fronds.

- **Weed Control:** Implementation of weed control measures, both chemical and manual, to prevent the spread of unwanted vegetation.

C. Contracted Services:

- Tree Service Company will be hired to handle the following services: All tree trimming above head height, ladder-required tasks. and poison ivy or areas that clearing will be handled by a professional tree service company.

ARTICLE 31 - HEALTH AND SAFETY**ARTICLE 31 - HEALTH AND SAFETY****SECTION 1 - GENERAL**

1. It is the policy of the District to comply with all federal, state and local health and safety regulations and to provide a work environment as free as practicable from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by the District or by Federal, State or Local law.
2. Employees should report to their direct supervisor first all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries to employees or other individuals such as patients, visitors, bystanders, etc.
3. The District will provide special clothing or equipment, when special clothing or equipment is required by law or by District policy. Employees are responsible for the proper use and maintenance of the clothing and equipment.

SECTION 2 - SAFETY COMMITTEE

4. There shall be a Safety Committee within the Sanibel Fire and Rescue District which shall consist of an administrative representative, one (1) shift officer and two (2) shift firefighters, from one (1) shift. The committee will be allowed to hold the scheduled meetings on duty.
5. The primary purpose of the Safety Committee shall be to review and evaluate matters relating to employees who have been involved in injuries and or accidents. The Committee will attempt to determine the cause of accidents, injuries and damages and from that formulate suggestions to avoid future accidents or injuries.
6. The Safety Committee will meet quarterly in the months of January, April, July and October. Findings and/or recommendations of the Safety Committee shall be reduced to writing and submitted to the District for review and implementation.

SECTION 3 - HEALTH AND SAFETY

7. The Employer will consent to activate the Tri-County Critical Incident Stress Management Team upon the request of the Union. It is understood there will be no cost or expense to the Employer. The Tri-County Critical Incident Stress Management Team will arrange the meeting place, so as, to not interfere with the normal operations of the Employer.
8. It is the policy of the District to comply with all applicable federal, state and local regulations regarding smoking in the workplace and to provide a work environment that promotes the well-

ARTICLE 31 - HEALTH AND SAFETY

being of its employees.

9. It is the policy of the District to offer an Employee Assistance Program (EAP) for each employee. The EAP provides confidential assessment, referral and help solving problems at no cost to the employees whose personal problems may interfere with their job performance. Employees will not incur any cost in accessing the EAP. If the EAP staff member decides that the employees might benefit from the services of an outside provider, such as a treatment agency that provides family counseling, the cost related to these services may be covered by the employee's health insurance plan. The costs of these additional services not covered by the health plan will be the employee's responsibility, in which case the EAP staff person will work with the employee to select quality, affordable services. Information from the EAP may only be released with written permission of the employee.

SECTION 4 - USE OF TOBACCO PRODUCTS

10. The district is bound by F.S 69A-62.024(6).

(6) A firefighter employer shall designate firefighter employee places of employment as tobacco free. Tobacco use shall be prohibited at all firefighter employee places of employment. This prohibition includes any building or area owned, operated, occupied, or used by a fire department on a routine basis and includes all types of tobacco and tobacco-like products, including smoked and smoke-less tobacco, other smokable products, and electronic cigarettes.

Per the Heart and Lung Act. all firefighters are prohibited from using any form of tobacco or tobacco-like products. including smoked and smokeless tobacco. other smokable products and electronic cigarettes. both on and off duty.

ARTICLE 32 - UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT**ARTICLE 32 - UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT**

1. The District will provide each employee with an annual uniform allotment of \$350 at the beginning of each fiscal year. Uniform funds shall be used to purchase replacements of required uniforms including Class A, B, and C uniforms or anything that has been approved in the department E-store (Galls). New hires will receive all items listed in article 31.3 during orientation. New hires will not receive a \$350 allotment in the department E-store (Galls) until the employee has reached step 2.
2. The uniform allotment is to allow all employees the opportunity to purchase clothing required of the District. The District requires that all employees present themselves in a professional manner. Standard uniforms are required as a condition of employment. Employees are restricted from wearing uniform clothing while off-duty. Uniforms used in the manner listed are excluded from wages and therefore are not subject to payroll taxes.
3. **See the memorandum issued by the Department of Treasury, Tax Exempt and Governmental Entities Division, Subject: Tax Treatment of Uniforms Issued to Government Employees by Fire and Police Departments. **
4. Newly hired employees will be issued the following items. New employees will not receive a \$350 uniform allowance until the employee has reached step 2.
 - One (1) - Complete Class A uniform - as listed below in Section 32.7.
 - One (1) - Complete set of PSEs (Personal Safety Equipment)- as listed in Section 32.12.
 - Two (2) - Pair pants or shorts
 - One (1) - 1 Pullover Sweatshirt (Job Shirt)
 - Six (6) - Duty T-shirts
 - One (1) - Polo
 - One (1) - Belt
5. Input from the firefighters and their union representatives as to all aspects of uniforms, protective clothing and equipment will be considered by the Fire Chief. The District will strive to provide the uniforms, protective clothing and equipment that are considered appropriate and safe by standards applied in the profession.
6. Each employee shall present a professional image to the public.
7. The Class A uniform will consist of the following items:
 - One (1) - Class A Jacket
 - One (1) - Class A pair of Pants and/or Skirt

ARTICLE 32 - UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT

- One (1) - Class A long sleeve dress uniform Shirt
 - One (1) - Set of Collar Brass and Badge
 - One (1) - Name Tag for dress uniform Shirt r One(1)-Black Tie
 - One (1) - Class A pair of uniform Shoes r One(1)-Class A Hat
 - In addition, the employee will furnish and wear Black Socks and a Black Belt while wearing the District's Class A uniform. Replacement of Class A uniform items are the employee's responsibility.
8. Upon retirement, an employee shall retain the Class A uniform, as listed in Section 33.7 and his/her most recently issued helmet. An employee, who dies prior to retirement, shall have his/her Class A uniform and helmet given to his/her spouse and or next of kin at their request.
9. The Class B uniform shall consist of the following items:
- One (1) - Polo Shirt
 - One (1) - EMS Cargo Pants and/or EMS Cargo Shorts
 - One (1) - Black Belt
 - One (1) - Black Shoes and/or Boots -As approved by the Chief and/or his designee.
 - One (1) - Black and/or Dark Socks
10. The Class C uniform shall consist of the following items:
- One (1) - Duty T-Shirt and/or Duty L/S T-Shirt and/or Duty Mock L/S T-Shirt
 - One (1) - EMS Cargo Pants and/or EMS Cargo Shorts
 - One (1) - Black Belt
 - One (1) - Black Shoes and/or Boots -As approved by the Chief and/or his designee.
 - One (1) - Black and/or Dark Socks
11. District issued uniforms shall be worn only when on duty or with prior approval of a chief officer. Uniforms shall be maintained and worn in a neat and clean manner in accordance with policy and procedures.
12. The Employer agrees to furnish each employee, in the bargaining unit, with Personal Safety Equipment {PSE}to meet the current NFPA standards as follows:
- One (1) bunker coat
 - One (1) bunker pants
 - One (1) pair suspenders
 - One (1) pair pull-on leather fire boots
 - One (1) helmet with eye protection
 - One (1) leather gloves
 - One (1) Nomex protective hood

ARTICLE 32 - UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT

- One (1) personal SCBA face piece
 - One (1) corrective lens kit for SCBA face piece, including corrective lenses
 - One (1) SCBA face piece storage bag
 - Six (6) Accountability Tags
 - One (1) safety rain jacket
 - One (1) Rescue Survival Kit- Bail out rope, Carabiner, and Figure 8.
13. Newly promoted Company Officers will receive the following items at no charge:
- Five (5) Shirts
 - One (1) Polo
14. If an employee is unable to use his/her assigned personal bunker gear due to incidental damage, contamination, or other valid reason, the Employer agrees to provide cleaned, sanitized, and safe loaner bunker gear to the employee until the employee's bunker gear can be replaced.

ARTICLE 33 - EDUCATION**ARTICLE 33 - EDUCATION**

1. Employees who utilize educational assistance must obtain approval from the District before enrollment. The use of these funds is restricted to tuition only and is limited to no more than \$10,500 for bargaining unit members per fiscal year. This does not include books, parking stickers, user fees etc. Once the \$10,500 limit is reached no classes will be approved until after October 1st of the next fiscal year.
2. Employees wishing to become a State Certified Paramedic will not be subject to the \$10,500 educational limit. Employees must submit written request and the request must be approved by the Chief and/or his designee.
3. Employees seeking a bachelor's degree or higher must submit a request in writing to the Chief or his designee for approval no later than May 31st of the fiscal year prior to the year funds will have to be disbursed. Employees who attend classes through an approved, creditable educational institution, at the District's expense and who fail to obtain the degree requested, within four (4) years or leave employment within the first year after obtaining the degree must reimburse the District 100%. The Chief or his designee may grant a one (1) time extension of 12 months. The degree must meet the requirements as set by the Florida State Fire College Supplemental Compensation program; the degree must be related to current position and/or future position with SFRD.
4. The District will only reimburse the State regulated credit hour amount (such as FGCU or FSW) nothing higher. To be eligible for educational assistance, employees must have regular full-time status with at least one year of service with the District and file the proper forms prior to attending any class.
5. After the course is successfully completed and adequate receipts are kept, and grade reports are presented to the Administrator, via the Fire Chief or his designee, reimbursement will be given within thirty (30) days, on the following schedule:
 - For a grade of "A," 100% of reimbursable costs;
 - For a grade of "B," 90% of reimbursable costs; or
 - For a grade of "C," 80% of reimbursable costs.
6. In addition, 100% of reimbursable costs will be paid for passing a "pass-fail" course. No reimbursement will be made for a grade lower than "C," for classes that are audited, or for classes the employee does not complete. Employees receiving reimbursement from any outside sources, such as the Department of Veterans Affairs or scholarships, may use the above formula, but the District's portion may not make the total exceed 100% of the reimbursable cost.

ARTICLE 33 - EDUCATION

7. Educational opportunities (conferences/seminars, etc) that do not provide a grade or "pass/fail" criteria may be eligible for reimbursement. Registration reimbursement for such opportunities is at the discretion of the Chief or his/her designee. For educational opportunities outside the local area, reimbursement for other items (such as travel or lodging) may be considered by the Chief or his/her designee on a case-by-case basis. Approval of such educational opportunities and additional items shall be based on the perceived value to the District, and remaining monies in the Educational Fund as outlined in 33.1. Approval shall not be considered precedent for future approvals.
8. Eligible employees may be reimbursed only for courses of study (credit hour expense only) that the District determines are directly related to the employee's present job or that will enhance the employee's potential for advancement to a position within the District and to which the individual has a reasonable expectation of advancing.
9. Employees who attend Paramedic training through an approved, creditable educational institution, and leave employment within the two (2) years after obtaining State Certification must reimburse the District 100%.
10. The District normally should consider the following factors in evaluating requests for educational assistance:
 - The nature and purpose of the course of study;
 - The benefits to be derived by the employee and the District;
 - The employee's level of responsibility and length of service;
 - The estimated cost; and
 - Any potential lost time or productivity while the employee participates in the program.
11. It is the policy of the District to allow employees on shift to attend pre-approved scheduled classes. The following is the acceptable procedures to obtain Educational Leave, during scheduled hours of duty:
 - Educational Leave requests shall meet all aspects of this Article.
 - Educational Leave requests submitted in accordance with this Article will be considered paid leave.
 - Vacation request submitted more than twenty-one (21) days prior to the requested Educational Leave will be granted and the Education Leave will be rescinded.
 - Employees on approved Education Leave will be considered on paid leave and not subject to recall to duty.
 - Only one (1) employee may be on Education Leave at a time.

Paramedic Sponsorship

ARTICLE 33 - EDUCATION

12. Employees seeking to enroll in a paramedic program will need to provide a written request to administration prior to May 31 for the following fiscal year. Employees will need to have completed their probationary year prior to the start of the program.
13. The district agrees to reimburse all books and tuition cost associated with the paramedic program; tuition reimbursement will be capped at the current state credit hour regulated amount. The employee will need to provide all receipts and grading reports upon completion of each semester for reimbursement. Reimbursement percentage will be based the following grading scale:
 - For a grade of "A," 100% of reimbursable costs.
 - For a grade of "B," 90% of reimbursable costs; or
 - For a grade of "C," 80% of reimbursable costs.
14. The employee will be required to reimburse the district for all cost paid out by the district if the employee does not become a state certified paramedic with 12 months of program completion.
15. The employee will be required to reimburse the district if employment is terminated for any reason within 2 years of the paramedic program completion date. If an employee resigns or is terminated the district may deduct from the departing employee's pay and/or vacation and sick time reimbursements.

ARTICLE 34 - BULLETIN BOARDS

ARTICLE 34 - BULLETIN BOARDS

1. The Union shall be entitled to one bulletin board not to exceed three (3) feet by three (3) feet, at each station for Union business and positioned in an area agreeable to the Employer and the Union.
2. The Union may use the existing bulletin board or provide their own in the stations of the Employer. This bulletin board shall be in an area noticeable to all employees. Information placed on boards shall not be offensive. Information shall be dated, reviewed and outdated material discarded.

ARTICLE 35 - DRUG FREE WORKPLACE/ SUBSTANCE ABUSE POLICY**ARTICLE 35 - DRUG FREE WORKPLACE/ SUBSTANCE ABUSE POLICY**

1. Substance Abuse is prohibited:
 - A. All employees are prohibited from using, possessing, selling, distributing, dispensing (not including line of duty work by Paramedics or EMT's) or manufacturing a controlled substance, alcohol, or illegal drugs while at work, on Sanibel Fire-and-Rescue-District's-property, in District vehicles, or while off the premises performing work for the District. Employees found to be in violation of this policy, shall be disciplined up to and including termination.
 - B. All employees are prohibited from reporting for work or performing work while impaired by a controlled substance, alcohol, illegal drug; or using District property or one's position to facilitate the manufacture, distribution, sale, dispensation, possession or use of a controlled substance or illegal drug.
 - C. In accordance with FL State Statute 440.102, "Drug Free Workplace," an employer is required to conduct the following types of drug tests:
 - (1) Job applicant drug testing: An employer must require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
 - (2) Reasonable Suspicion drug testing: An employer must require an employee to submit to reasonable suspicion drug testing. When there is reasonable suspicion that the employee is under the influence or is impaired by alcohol and/or an illegal controlled substance, the District may require the employee to submit immediately to medical tests administered for drug testing which include the chemical analysis of urine, breath, and/or blood. "Reasonable Suspicion" is defined in FL State Statute 440.102, "Drug Free Workplace." (FL Statute 440.102) When reasonable suspicion exists, and an employee is requested to submit to alcohol and/or drug test and refuses, or when any employee violates any aspect of this article, the employee may be subject to disciplinary action including termination.
 - (3) Routine fitness-for-duty drug testing: An employer must require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.

ARTICLE 35 - DRUG FREE WORKPLACE/ SUBSTANCE ABUSE POLICY

(4) Follow up drug testing: If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow up to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require follow up testing. If follow up testing is required, it must be conducted at least once a year for a two (2) year period after completion of the program. Advance notice of a follow up testing date must not be given to the employee to be tested.

- D. This subsection does not preclude a private employer from conducting random testing, or any other lawful testing, of employees for drugs. If an employee is requested or required to submit to such an examination or test, the employee must agree in writing to allow the results of such test or tests to be disclosed to and used by the District. If an employee does not agree to release the test results, it shall be assumed that the test is positive, and at that time the employee shall be terminated.
- E. An Employee must notify their supervisor as soon as possible but not later than five (5) calendar days if they have been convicted of a criminal drug statute for activity occurring at the work place or for activity outside of the work place if the offense could be reasonably expected to affect the employee's job function. This also applies to an alcohol related driving offense, if the employee routinely drives a District vehicle.

2. Employee Assistance Program:

- A. The District recognizes that alcoholism and drug abuse can be successfully treated enabling the employee to return to a satisfactory job performance level. Employees who have not already been found to have violated this substance abuse policy and who are concerned about their alcohol and/or drug abuse are strongly encouraged to voluntarily seek assistance as the Employee Assistance Program is available as a resource for all employees.

3. Random Drug Testing:

- A. Employees of Sanibel Fire and Rescue District will be required to submit to drug testing on a random basis.
- B. Employees randomly selected for testing shall be notified by the district and will be selected using a computerized random number generator or other neutral selection process.
- C. Random testing shall occur on a semi-annual basis. (January 1st-December 31st).

ARTICLE 35 - DRUG FREE WORKPLACE/ SUBSTANCE ABUSE POLICY

- D. Employees who refuse to submit to a random test or make efforts to tamper with a drug test will be subject to disciplinary action up to and including termination.
 - E. Any employee of Sanibel Fire and Rescue District may be terminated for the first (1st) positive confirmed test result if the drug confirmed is an illicit drug under Section 893.03, Florida Statute, (FL Statute 893.03) and the employee has had a documented history of habitual discipline problems or the employee has had a previous drug problem (has voluntarily come forward or has tested positive during a previous random test). In instances where an employee's random drug test is positive for the first (1st) time and does not meet the conditions identified in the preceding sentence, the district shall mitigate the employee's discipline to a suspension without pay for up to two hundred and forty (240) hours of work, continuous, on the condition the employee enters into a Last Chance Agreement.
 - F. Any employee testing positive for a substance previously disclosed to SFRD administration per CBA Article 35.4, will be cleared for that said substance. Any substance that is undisclosed will be handled per article 35.3 (E).
 - G. The district will utilize independent laboratories that have been certified to conduct drug testing, And Sanibel Fire and Rescue District and the independent laboratories shall conduct said testing, in compliance with Florida Administrative Code, Chapter 59A-24, "Drug Free Workplace Standards." (FL Chapter 59-24)
 - H. Employees who tested positive or admitted illegal or inappropriate use may be required to submit to a random drug test for a period of two (2) years following the infraction.
4. Prescription Drugs:
- A. An employee who has been prescribed or legally issued a drug for any medical or other condition, which might in any way impair the ability to perform his/her job, must notify their supervisor before reporting for duty. As part of such notification the Sanibel Fire and Rescue District may require the employee to bring a copy of the monograph issued by the pharmacy which describes possible uses, directions, precautions, drug interaction or adverse effects.
 - B. The District, in consultation with an appropriate medical authority, shall determine whether the individual can work while taking the medication. If it is determined that the individual is unable to perform his/her job without impairment caused by the medication, with or without accommodation, the employee will be placed on accumulated sick leave, vacation leave or medical leave without pay until the condition for which such medication is being taken is no longer present or use of medication causing impairment has been discontinued.

ARTICLE 35 - DRUG FREE WORKPLACE/ SUBSTANCE ABUSE POLICY

5. Testing Procedures:

- A. Every reasonable effort will be made to obtain the most accurate drug test results. Testing and notification procedures are defined in The Florida Administrative Code, Chapter 59A-24 "Drug- Free Workplace Standards." (FL Chapter 59-24)

6. Records of Drug Testing:

- A. The results of drug screening or alcohol tests shall not be included in an applicant's or an employee's file about shall be retained by the District in a separate medical file, exempt from public inspection.
- B. Any conditions of employment which may be established because of the drug test will become part of the employee's personnel file.
- C. Test results and ancillary information may be disclosed to management personnel only on a need- to-know basis or to any person upon the written consent of the employee or applicant.

ARTICLE 36 - MEDICAL EVALUATIONS**ARTICLE 36 - MEDICAL EVALUATIONS**

1. In the effort of maintaining the health and well-being of the employees covered by this Agreement, the district agrees to furnish all employees with a Medical-Physical Evaluation, with the frequency as outlined in the current NFPA Standard 1582. The district believes it is in the employee's best interest to strongly consider the Physician's advice and recommendations.
2. Medical evaluations required will be paid for by the District and will be performed by the District's physician or designated Hospital physician. Medical evaluations will be used to determine an employee's "fitness for duty," which shall be reported to the District. Unless required by law or regulation, information contained within the medical record shall remain private between the District physician and the employee. When said records are required for insurance, investigative, or other purposes, employees may be required to release these records to the District (see form in Appendix.)
3. Employees may be required to have medical evaluations on other occasions when the evaluation is job-related and consistent with the necessity of the District's business. For example, a medical evaluation may be required when an employee is exposed to toxic or unhealthful conditions, requests an accommodation for a disability, or has a questionable ability to perform current job duties or the duties of the job for which the employee is being considered. Documentation of an employee's "questionable ability" shall include specific examples and observations of same.
4. Employees who become ill on the job or suffer any work-related injury, no matter how minor, must report immediately to their supervisors. Supervisors will arrange referral for, an evaluation, treatment and recording of the incident, as necessary.

ARTICLE 37 - REDUCTION-IN-FORCE**ARTICLE 37 - REDUCTION-IN-FORCE**

1. Because of changes in programs, lack of funds, decrease in work, or for any other legitimate reason making it necessary for the Employer to reduce the work force, a standard reduction-in-force procedure will be followed to carry out the layoff in a fair and orderly way.

ORDER OF LAYOFF:

2. In the event of a reduction-in-force, the following procedure shall be adhered to:
Upon determination that a layoff is necessary a list of employees ranked in the order in which they are laid off will be prepared and posted. The procedure for developing the layoff list is as follows:
 - A. Employees in each classification will be rank ordered according to District seniority and Veterans preference with the least senior employee listed first.
 - B. Initial probationary employees shall be laid off first and promotional probationary employees will be returned to former class.
 - C. District seniority is defined as one (1) point for each full month of service with the Sanibel Fire and Rescue District.

ORDER OF RECALL:

3. Employees shall be recalled from layoff in reverse order of the order of their layoff if they are currently qualified to perform the work in the job classification to which they are recalled.

After twelve (12) months the above-mentioned re-employment rights shall cease. Recall will be made by certified mail to the last address in the employer's records.

Within fourteen (14) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to the Sanibel Fire and Rescue District.

Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A physical exam may be required by the Employer. A laid off employee when offered recall who is temporarily unable to accept due to medical reasons as certified by an attending physician may request an extension of their recall not to exceed thirty (30) days.

BENEFIT STATUS:

4. All benefits shall cease during the layoff period. Health and life insurance may be continued at

ARTICLE 37 - REDUCTION-IN-FORCE

the employee's expense. Employees eligible for payout of sick leave shall receive such payout in accordance with the provisions of this Agreement as though he or she had voluntarily resigned.

Accumulated and unused Vacation or Sick Leave shall be paid in accordance with the provisions of this Agreement.

RETIREMENT/RESIGNATION:

5. Individuals who are identified for layoff who are eligible and choose to retire or take deferred retirement shall not be placed on preferential re-employment lists. Employees who retire or resign will be treated according to policy.

For purposes of benefits, an individual recalled from a preferential employment list shall not suffer a break in service. However, the time spent on layoff shall not be credited in the calculation of benefits.

Upon returning to employment in the same classification, the employee is given the same rate of pay held at the time of dismissal. An employee accepting other than the same classification shall be paid in accordance with the appropriate pay grade at the minimum of the salary range unless circumstances justify some other wage.

ARTICLE 38 - LOST AND DAMAGED EQUIPMENT**ARTICLE 38 - LOST AND DAMAGED EQUIPMENT**

1. The parties agree that an employee is responsible for equipment that is lost or damaged due to misconduct or misuse of the equipment on the part of the employee.
2. Employees shall promptly notify their supervisor in writing of the loss or damage of any District property.
3. Employees, who negligently use, abuse, misuse, willfully lose or destroy District equipment shall be subject to discipline and possible restitution.
4. Employees who lose, or have stolen from them, due to their own negligence, District issued clothing, badges or other District property of any kind, will be responsible for purchasing the replacement items unless those items were lost or stolen at an emergency scene. Such missing items must be reported immediately after the emergency is over.

ARTICLE 39 - MEDICAL PRIVILEGES**ARTICLE 39 - MEDICAL PRIVILEGES**

1. Where mandated by local ordinance, state rule or regulation or customer demand, it is the goal of the District to measure, analyze and report the performance of all components of the ALS response system. The District and the Union agree that participation in quality assurance/improvement activities is vital to the maintenance and improvement of the delivery of ALS to the citizens and visitors of Sanibel.
2. Empowering an employee's certification is within the discretion of the Medical Director contracted with the District. Revocation of an employee's certification empowerment or Medical Directors' privileges is at the discretion of the Medical Director under contract with the District and if revoked as per the provisions of this Article shall not be subject to the grievance and arbitration procedures outlined elsewhere in this Agreement.
3. The assessment of an individual's performance will be based on standards established, outlined or selected by the Medical Director. The District may use any of the following methods to measure the systems performance:

SKILLS CREDENTIALING

4. Effective with the execution date of the contract, Skills Credentialing may be performed for all EMT's and Paramedics. This skills assessment may be conducted in conformity to the following guidelines.
5. Individuals shall not be required to participate in Skills Credentialing any more often than once every twenty-four (24) months. This shall not include Skills Credentialing ordered as part of a Remedial Action ordered by the Medical Director that is a part of a Q/1 Incident.
6. EMT's will be tested on current state curriculum or any EMT protocol instituted by the Medical Director.
7. Skills credentialing shall be performed on all employees once every twenty-four (24) months.
8. Any employee who passes a promotional assessment center during the six (6) month period preceding the calendar year of the District-wide credentialing process will not be required to assess I test until the next biennial credentialing process.
9. The Skills credentialing will comprise written and/or practical skills performance testing. Test questions for both test instruments will be derived from the Sanibel Fire and Rescue District Protocol and SOG and from the textbooks supplied in the District Station Libraries.

ARTICLE 39 - MEDICAL PRIVILEGES

10. The minimum grade in each required category shall be a least eighty percent (80%) without rounding.
11. Skills credentialing shall be conducted during an employee's shift and shall be conducted during the months of April through November.
12. In-service testing on protocol changes, new medications, equipment and etc., may be conducted during in-service training sessions.
13. Paramedics must successfully complete this process to maintain their rank and privileges for the next twenty-four (24) month period.

PRE-HOSPITAL Q/I FORMS

14. Feedback and comments received by the District from medical staff, physicians, other public safety agencies or the public, regarding patient care, procedural efficacy, interagency staff relations, demeanor and etc. must be received in writing and directed to the Fire Chief or his designee.
15. This feedback is investigated by supervisors, training staff and administrations as necessary.
16. Remedial actions may be prescribed and implemented as needed and if disciplinary in nature, will be subject to the grievance and arbitration procedure; provided that remedial action or revocation of privileges by the Medical Director will not be subject to the grievance and arbitration procedure.
17. Pre-hospital Q/I forms may also be utilized to pass along positive feedback and/or commendations about District employee performance.

FIELD OBSERVATION

18. Field observation of service delivery may be accomplished by any personnel with operational responsibility.
19. The credentialed Paramedics are primarily responsible for all care delivered by the Sanibel Fire and Rescue District personnel on the scene, including but not limited to non-credentialed Paramedics and EMT's, other public safety personnel and etc., provided that the credentialed Paramedic has the sole right to limit the care delivered by non-credentialed Paramedics, EMT's, other public safety personnel etc. Every District EMT and Paramedic is required to monitor the care provided while on the scene and during transport with the best interest of the patient(s) in mind.

ARTICLE 39 - MEDICAL PRIVILEGES

20. It is the responsibility of the Paramedics to report all deviations from the standard of care or protocol, situational anomalies and etc., witnessed during duty shifts through written reports, evaluations, incident reports or additional methods as prescribed by order, guideline, policy, protocol or procedure.

Q/I INCIDENT INVESTIGATION

21. The following process shall be utilized in the investigation of Q/I Incidents. The process outlined herein shall be utilized in response to incidents relating to medical treatment and/or deviations from established protocols and standing orders as outline by the Medical Director and/or Deputy Chief.
22. Remedial Action ordered by the Medical Director as the result of a Q/I Incident Investigation shall not be subject to the grievance and arbitration procedure.
23. The Q/I Investigation process shall not be utilized solely for investigations into incidents/complaints that arise from incidents involving public relations or violations of rules and regulations. However, when operational and quality assurance issues arise out of the same incident or event, the operational and Q/I Investigations may occur at the same time.
24. The decision of the Medical Director to revoke an employee's privileges to work under the Medical Directors' license in any classification shall be final and binding.
25. In any grievance/arbitration procedure arising out of the District's action following revocation of privileges by the Medical Director, the sole issue before the arbitrator will be whether or not the Medical director followed the procedures under this Article. If the procedures were followed, an arbitrator shall not disturb any action taken by the Medical Director, nor the district's action implementing the Medical Directors' action.
26. Any disciplinary action more than the action necessary to implement the Medical Directors' decision will be subject to arbitration.
27. If the Medical Director revokes the privilege of the employee to work under the Medical Directors' license as a Paramedic or an EMT, the District's decision to demote or terminate as necessary to implement the Medical Directors' action will not be considered disciplinary action and will not be disturbed.

ARTICLE 40 - SAVINGS CLAUSE

ARTICLE 40 - SAVINGS CLAUSE

1. If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or because of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

Appendix 11.1A – Additional Responsibility Pay (ARP)

ARTICLE 41 - ENTIRE AGREEMENT

1. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at, by the parties after the exercise of such right and opportunity, are set forth in the Agreement.
2. This Agreement may be amended by mutual agreement of the parties. Any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

Commissioner Muench

Commissioner Cochrane

Commissioner McCurry

DVP Zarick

Appendix 11.1A – Additional Responsibility Pay (ARP)

Appendix 9.1A – Wage Schedule

2024/2025 Wage Steps

| | FireFighter | Engineer | Lieutenant | Captain |
|--------|-------------|----------|------------|---------|
| Step 1 | \$20.10 | \$29.03 | \$31.85 | \$34.87 |
| Step 2 | \$21.11 | \$30.05 | \$32.96 | \$36.09 |
| Step 3 | \$22.16 | \$31.10 | \$34.12 | \$37.35 |
| Step 4 | \$23.27 | | | |
| Step 5 | \$24.43 | | | |
| Step 6 | \$25.65 | | | |
| Step 7 | \$26.94 | | | |
| STEP 8 | \$28.28 | | | |

| |
|----------------|
| Medic - \$3.94 |
| EMT - \$.15 |

2025/2026 Wage Steps

3.00%

| | FireFighter | Engineer | Lieutenant | Captain |
|--------|-------------|----------|------------|---------|
| Step 1 | \$20.70 | \$29.90 | \$32.80 | \$35.91 |
| Step 2 | \$21.74 | \$30.95 | \$33.95 | \$37.17 |
| Step 3 | \$22.82 | \$32.03 | \$35.14 | \$38.47 |
| Step 4 | \$23.97 | | | |
| Step 5 | \$25.16 | | | |
| Step 6 | \$26.42 | | | |
| Step 7 | \$27.75 | | | |
| STEP 8 | \$29.13 | | | |

| |
|----------------|
| Medic - \$3.94 |
| EMT - \$.15 |

2025/2026 Wage Steps

4.00%

| | FireFighter | Engineer | Lieutenant | Captain |
|--------|-------------|----------|------------|---------|
| Step 1 | \$21.53 | \$31.10 | \$34.12 | \$37.35 |
| Step 2 | \$22.61 | \$32.19 | \$35.31 | \$38.66 |
| Step 3 | \$23.74 | \$33.31 | \$36.55 | \$40.01 |
| Step 4 | \$24.93 | | | |
| Step 5 | \$26.17 | | | |
| Step 6 | \$27.48 | | | |
| Step 7 | \$28.86 | | | |
| STEP 8 | \$30.29 | | | |

| |
|----------------|
| Medic - \$3.94 |
| EMT - \$.15 |

Appendix 11.1A – Additional Responsibility Pay (ARP)

Appendix 11.1A – Additional Responsibility Pay (ARP)

| TIER 1 ARP - .30/ARP | TIER 2 ARP - .45/ARP | TIER 3 ARP - .60/ARP | TIER 4 ARP - .90/ARP |
|---------------------------------|----------------------------|----------------------|----------------------|
| CPR INSTRUCTOR | FIRE OFFICER 1 | FIRE OFFICER 2 | FIRE OFFICER 3 |
| RESCUE SWIMMER | INSPECTOR 1 | INSPECTOR 2 | BOAT CAPTAIN (USCG) |
| ROPE RESCUE TECH | INVESTIGATOR | INSTRUCTOR 3 | MASTER'S DEGREE |
| BOAT OPERATOR | INSTRUCTOR 2 | BACHELORS DEGREE | |
| CONFINED SPACE TECH | HAZMAT TECH | | |
| VMR TECH | BOSAR | | |
| INSTRUCTOR 1 | AS DEGREE | | |
| LIVE FIRE INSTRUCTOR | CRITICAL CARE PARAMEDIC | | |
| FIRE & LIFE SAFETY EDUCATOR | ACTING ENGINEER | | |
| FL HEALTH AND SAFETY OFFICER | ACTING OFFICER | | |
| INCIDENT SAFETY OFFICER | | | |
| ACLS INSTRUCTOR | | | |

Advancement to a higher level of certification will replace the previous certification. Example:
 Advancement to Fire Officer 2 shall replace FO1, Inspector 2 shall replace Inspector 1. This also applies
 for the following certifications: Boat Operator/BOSAR/Captain and Associates/Bachelors/Masters.