MEMORANDUM OF UNDERSTANDING

Between Southwest Florida Professional Firefighters and Paramedics, IAFF Local 1826
(District 17)
&
Sanibel Fire Rescue District

Subject: Article 15 – Shift Exchange and Article 22 – Sick Leave

WHERAS, Article 15 of the CBA governs Shift Exchange and Article 22 of the CBA governs Sick Leave;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Article 15.5 of the CBA is amended and replaced in its entirety with the following:**

   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. Except as specifically provided in Section 6 below for an employee calling in sick on the day of an accepted shift exchange, such leave will be charged from Vacation Leave first and then Sick Leave.

2. **Article 15.6 of the CBA is amended and replaced in its entirety with the following:**

   15.6 An employee who has accepted a shift exchange and calls in sick for any portion of that exchange shall submit written certification from a health care provider to a supervisor before returning to work or duty. The certification shall cover the hours missed.

   If the required certification is provided, the actual hours missed shall be charged to the employee's Sick Leave bank. If Sick Leave is insufficient, Article 22.10 shall apply. A certified absence shall not result in a deduction for replacement staffing costs.

   If the required certification is not provided before returning to work or duty, the actual hours missed shall be charged to Vacation Leave first, then Sick Leave if Vacation Leave is insufficient. The absence shall be considered unexcused unless otherwise excused under this Agreement.

   If the absence is unexcused, the employee shall also be charged the total costs incurred by the District to cover the absence, including replacement compensation and employer FRS contributions. Those costs shall be converted to leave hours by dividing the total costs by the sum of the absent employee's hourly rate and applicable hourly Additional Responsibility Pay. The District shall provide the employee with a written breakdown before deducting the additional leave.

   The additional deduction shall be charged to Vacation Leave first, then Sick Leave if Vacation Leave is insufficient, and shall not exceed the employee's available leave balances.

3. Article 22.8 of the CBA is amended by adding the following paragraph immediately after the first paragraph of Section 8:

When an employee has submitted a statement from an attending physician or other health care provider stating that the employee is unable to work or is not fit for duty through a specified date or time, the employee shall not return to duty before that date or time unless the employee first provides the District with a new or revised statement from an attending physician or other health care provider specifically clearing the employee to return to full duty. The statement must be provided before the employee reports for or performs duty.

All other terms and conditions of Article 15 and 22 remain unchanged.

Executed by the bargaining unit this 5th day of November, 2026.

For **Southwest Florida Professional Firefighters & Paramedics, IAFF Local 1826:**

Edward Zarick
District 17 DVP, Edward Zarick

Tim Jones
Local 1826 Vice President, Tim Jones

Henry Garcia
Local 1826 President, Henry Garcia

AGREED to by the Sanibel Fire Rescue District this 14th day of October 2026.

Jerry Muench
Commissioner Muench

Commissioner Cochrane

Commissioner McCurry

Chief Kevin Barbot

ARTICLE 15 - SHIFT EXCHANGE (Changed by MOU)

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 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.~~

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. Except as specifically provided in Section 6 below for an employee calling in sick on the day of an accepted shift exchange, such leave will be charged from Vacation Leave first and then Sick Leave.

~~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 will be deducted from that employee's pay.~~

15.6 An employee who has accepted a shift exchange and calls in sick for any portion of that exchange shall submit written certification from a health care provider to a supervisor before returning to work or duty. The certification shall cover the hours missed.

If the required certification is provided, the actual hours missed shall be charged to the employee's Sick

Leave bank. If Sick Leave is insufficient, Article 22.10 shall apply. A certified absence shall not result in a deduction for replacement staffing costs.

If the required certification is not provided before returning to work or duty, the actual hours missed shall be charged to Vacation Leave first, then Sick Leave if Vacation Leave is insufficient. The absence shall be considered unexcused unless otherwise excused under this Agreement.

If the absence is unexcused, the employee shall also be charged the total costs incurred by the District to cover the absence, including replacement compensation and employer FRS contributions. Those costs shall be converted to leave hours by dividing the total costs by the sum of the absent employee's hourly rate and applicable hourly Additional Responsibility Pay. The District shall provide the employee with a written breakdown before deducting the additional leave.

The additional deduction shall be charged to Vacation Leave first, then Sick Leave if Vacation Leave is insufficient, and shall not exceed the employee's available leave balances.

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

Not withstanding the above, acting Engineers may swap with Engineers within the same medical.

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 22 - SICK LEAVE (Changed by MOU)

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

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:

• When an employee has submitted a statement from an attending physician or other health care provider stating that the employee is unable to work or is not fit for duty through a specified date or time, the employee shall not return to duty before that date or time unless the employee first provides the District with a new or revised statement from an attending physician or other health care provider specifically clearing the employee to return to full duty. The statement must be provided before the employee reports for or performs duty.

• 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 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.

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.