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**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF NORTH PORT
AND
SUNCOAST PROFESSIONAL FIREFIGHTERS AND
PARAMEDICS, LOCAL NO. 2546, I.A.F.F.**

October 1, 201517 through September 30, 201820

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ARTICLE 1 RECOGNITION

SECTION 1

The City of North Port Fire Rescue Department, hereinafter referred to as the Department and the City of North Port, hereinafter referred to as the City, recognize the Sarasota-Manatee Professional Firefighters and Paramedics, Local No. 2546, I.A.F.F., hereinafter referred to as the "Bargaining Unit" as the exclusive collective bargaining representative of the employees of the North Port Bargaining Unit described herein.

For the duration of this Agreement, the North Port Bargaining Unit shall include:

All employees of the North Port Fire Rescue Department in the following classifications: Firemedic (Firefighter/EMT), Firemedic/Paramedic (Firefighter/Paramedic), Fire Line Lieutenants, and Battalion Chief.

For the duration of this Agreement, the Bargaining Unit shall exclude:

Chief of Fire Rescue, Deputy Chief, Division Chief of Administration, Fire Marshall, Life Safety Prevention Officer, Division Chief of Emergency Medical Services, Logistics and Safety Officer and all Administrative and Maintenance personnel, Probationary Employees, Auxiliary Volunteers and all other employees assigned to the North Port Fire Rescue Department.

Periodically, the City and bargaining unit will review current classification titles utilized and update through a joint letter any modification of the existing bargaining unit.

SECTION 2 BARGAINING REPRESENTATIVE FOR THE CITY

The Union recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designee.

SECTION 3 BARGAINING REPRESENTATIVE FOR THE UNION

It is further understood and agreed that the Union President or his designee of Local No. 2546 Suncoast Professional Firefighters and Paramedics will be the official spokesperson for said Union in any matter between the Union and the City. **If the Union President or his designee is not available, an** alternate will be provided by the Union President in writing **to the City Manager.**

SECTION 4 UNION STEWARDS AND UNION REPRESENTATIVES

A written list of the Union Stewards and Union Officers shall be furnished to the City Manager prior to the effective date of their assuming duties of office. The Union shall notify the City promptly of any change of such Union Stewards and Officers.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1

The Union and its members recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and that the powers of authority which the City has not officially, specifically, or expressly abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain their rights in accordance with applicable laws, regulations, and provisions of this Agreement, but they are not limited to the following:

- A. Manage the Fire-Rescue Department and exercise unilateral control and absolute discretion over the organization of the Department and the operations thereof to include but not limited to the following:
 - 1. Slack time if any shall be determined by management.
 - 2. Receiving/making of personal telephone calls.
 - 3. Type and character of sports/physical fitness activities and allowable allocations to participate in same.
 - 4. Number of trips, time of day, and mode of transportation to grocery store.
 - 5. Visitations by non-fire department personnel.
 - 6. Use of City equipment, property, supplies and structures.
 - 7. Schedule the work period, work week, hours of work (less or more), duty periods, duty schedules and duty cycles.
- B. To determine the purpose and functions of the Department and its constituent divisions/operations.
- C. To perform those duties and exercise those responsibilities which are assigned to it by Federal and State Law, by City Ordinance or by City regulation.
- D. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation and/or improvement of the Fire-Rescue Department, and to select, manage and direct management, administrative, supervisory and other personnel.

- E. To maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby.
- F. To set the methods, means of operations and standards of services to be offered by the Fire-Rescue Department and to contract such operations and services to the extent deemed practical and feasible by the City.
- G. To determine and re-determine job content, work force size, and workload.
- H. To decide the number, location, design and maintenance of the Fire-Rescue Department's facilities, supplies and equipment. To relocate, remodel or other-wise revise operations and facilities.
- I. To determine the qualifications of all employees of the Fire-Rescue Department. To select, examine, hire, classify, train, lay-off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Department. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on competitive examination, performance evaluation and other elements currently being utilized.
- J. To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted and when, where and to what extent services shall be increased or decreased.
- K. To discharge, demote, suspend, relieve from duty, or to take other disciplinary action against employees of the Fire Rescue Department for just cause.
- L. To increase, reduce, change, modify or alter the composition and size of the Fire-Rescue Department work force.
- M. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, project or division.
- N. To establish, change or modify duties, tasks, responsibilities or requirements.
- O. To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the City may from time to time deem best.
- P. All other rights to manage the Fire-Rescue Department and the operations, functions and purposes thereof which are not recited in nor expressly limited by this Agreement are reserved to the City.

- Q. To grant at its sole discretion merit increases.
- R. To send collective bargaining issues to the bargaining unit District Vice President (DVP) for a seven day review including input, with the Chief making the final determination on all such issues.

SECTION 2

In accordance with the City Charter, the Fire Rescue Department may not be deactivated except by referendum.

SECTION 3

If the City Manager or designee determines that emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, epidemics or other similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, with the exception of monetary provisions.

SECTION 4

The City Charter, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission and obligation to its citizens, budget, organization, assignment of personnel, tasks, duties, responsibilities or the technology required to perform work, as provided for in Section 447.209 of the Florida State Statutes.

SECTION 5

The City has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other qualified person not covered by this Agreement, to perform any task in connection with the operation of the Fire-Rescue Department.

SECTION 6

The selection of supervisory and managerial personnel and their assignments are the sole responsibility of the City Manager or designee and shall not be subject to the grievance and arbitration procedures.

SECTION 7

The Union recognizes that the City and the Fire-Rescue Department have certain obligations to comply with Federal, State and Local Laws, ordinances, directives and guidelines which may be applicable to such matters as Equal Employment Opportunity, and shall cooperate in such compliance.

SECTION 8

The City shall have the right, during the term of this Agreement to terminate selected services and operations permanently or temporarily in whole or in part without liability to the union or the employees therefore.

SECTION 9

Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after, the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Subject to its legal obligation to bargain upon demand, final authority to change, modify or delete any rule or regulation rests with the City unless the law permits the Union to bargain prior to the implementation of said change, modification or deletion.

SECTION 10

It is expressly understood by and between the parties and this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights in a particular matter.

SECTION 11

Nothing in this Agreement shall limit the City in the exercise of its function of management. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated.

SECTION 12

Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

SECTION 13

The exercise of the above enumerated rights shall not preclude an aggrieved from filing a grievance, but such grievances can only be filed on the grounds that the action complained of by him/her is in violation of the express terms of this Agreement.

SECTION 14

Nothing in this Article is intended to waive the union's right to bargain over the impact of the exercise of management rights where the law otherwise allows.

ARTICLE 3
CITY/I.A.F.F. RIGHTS AND OBLIGATIONS

SECTION 1 DUES DEDUCTION/TRANSMITTAL

- A. A member of the bargaining unit may present written authorization on the prescribed form to the city to deduct from his salary I.A.F.F. dues in a specific amount. Such authorization will be provided to payroll by the IAFF.
- B. The City will promptly transmit the dues deducted in any month to the I.A.F.F. after the last payroll processed in each month.
- C. The City's sole obligations with respect to said funds are the collection and transmittal of the funds.
- D. Employees' dues will be canceled upon thirty (30) calendar days written notice of revocation of said authorization by the employee to the City and the I.A.F.F.
- E. When an employee quits, is discharged, or laid off, any unpaid dues due the Union will be deducted from the last salary payable.
- F. In the event an employee's salary earnings within any given pay period (after deductions for withholding tax, retirement, health insurance and other priority items) are not sufficient to cover dues, it will be the responsibility of the I.A.F.F. to collect its dues for that pay period directly from the affected bargaining unit employee.
- A. The City will not collect fines, penalties, or special assessments levied or attempted to be levied upon its employees by the I.A.F.F., its officers, agents or members.
- H. The bargaining unit agrees to indemnify, defend, and hold harmless from and against all claims, costs, demand expenses, judgments or other liabilities on account of dues erroneously collected by the City and/or the bargaining unit. The bargaining unit further agrees to refund the City any amounts paid to the bargaining unit in error upon presentation of evidence thereof.

SECTION 2 SERVICE CHARGES

- A. The City shall deduct from the amount of dues to be paid to the Union the following expenses of bookkeeping, retention and transmittal of funds: two hundred (\$200.00) per fiscal year.
- B. The above service charge shall be effective the first month after final ratification and shall be collected thereafter during the month of October for the duration of the

collective bargaining agreement.

SECTION 3 BULLETIN BOARD

The I.A.F.F. may post notices of the Association's recreational and social functions, elections, meetings, names and addresses of officers, directors and representatives on a bulletin board designated for the Union in each Fire Rescue Department building. Each such notice will be signed by an officer of the local I.A.F.F. chapter and a copy transmitted to the Fire Chief or his designee before time of posting.

SECTION 4 THE PROHIBITION AGAINST SOLICITATION, DISTRIBUTION LITERATURE

The Union agrees that work hours are not a suitable and appropriate time to discuss union matters, solicitation of employees, distribution of literature and to hold official union meetings. The I.A.F.F., its members, agents, representatives, or any people acting on their behalf are prohibited from:

- A. Soliciting of employees for any purpose during the working hours of any employees.
- B. Distributing literature during working hours in areas where the actual work of employees is performed.
- C. Solicitation of employees and distribution of literature is allowed in areas where work is not being actively performed during evening hours unless prohibited by the by the Fire Chief.

ARTICLE 4 HOURS OF WORK AND OVERTIME

SECTION 1

The pay cycle shall be seven days commencing Sunday at 0800 and ending the following Sunday at 0800. Employees shall work two 48 hour weeks and one 72 hour week in rotation. Personnel in 24 hour shifts shall be paid for actual hours worked in each seven day cycle. Hours worked in excess of 53 per week shall be paid at time and one-half. Pay day shall continue to be every two weeks.

SECTION 2

Hours in excess of normal schedule must be ordered or approved by the Department in its sole discretion.

SECTION 3 TIME WORKED

For the purpose of this agreement, "time worked" shall include "Scheduled Paid Days Off, Personal Days & Bereavement Leave." (PDO) Effective 7-4-12, vacation and sick leave balances accrued after such date shall not be used in the calculation of pension benefit. Vacation and sick leave balances and PDO's accrued prior to such date shall remain available for use in pension benefit calculations. Overtime pay that is paid as part of the employees' normal work schedule shall not count toward the Three Hundred (300) hour cap for average final compensation calculation.

Unscheduled PDO, which includes time off for Sick Leave, Family Sick Leave, Absent Without Leave (AWOL), Suspension, Administrative Leave Without Pay, shall not count as hours worked when computing overtime pay.

SECTION 4 SHIFT EXCHANGE

- A. An exchange of duty between employees is a personal transaction between employees, the responsibility for which is the employees' affecting the exchange. However, City shall incur no cost as a result of exchanges.
- B. Management shall have the right to exercise control and discretion over the organization and the efficiency of City operations. Shift exchanges shall be approved or denied by the Fire Chief or his designee. Employee exchanges shall be limited to 240 hours per calendar quarter (Oct. 1 – Dec. 31, Jan. 1 – Mar. 31, Apr. 30 – June 30, July 1 – Sept. 30). Shift exchanges for Department approved education and/or training will not be counted against the 240 hours per quarter.
- C. Double exchanges (exchange for an exchange) are not allowed.
- D. Employees shall provide the appropriate supervisor with a paper or electronic copy of the prescribed Exchange Request.

- E. Exchanges may be made only within classification or specialty, as per Departmental SOG.
- F. Once shift exchanges are scheduled, they will not be canceled by the City unless they create an unforeseen staffing issue or specific hardship.
- G. The Department shall maintain records of shift exchange.

SECTION 5 EMERGENCY CALL BACK

- A. Mandatory call back for declared disaster periods shall be compensated at a rate of double times the individual regular rate of pay for a minimum of two hours. Such hours shall count toward the computation of overtime.
- B. During other incidents the department shall have the right to fill positions with the most readily available personnel at regular overtime rate.
- C. Criteria for Emergency Call Back shall be governed by the North Port Fire Department S.O.G.250.030; any changes to this policy shall be agreed upon by the fire Chief and the DVP/Union.

SECTION 6 HOLDOVER ON SHIFT

If an employee working his or her regularly scheduled shift is held over to the next shift by management, such employee shall be paid for actual hours worked pursuant to FLSA with a one hour minimum.

SECTION 7 CHANGE OF SHIFT ASSIGNMENTS

Change of shift assignments for employees of the bargaining unit shall not be considered overtime as long as the number of hours worked do not exceed the maximum number of hours in the prevailing cycle.

SECTION 8 OUT OF TITLE PAY

Any qualified 24 hour shift employee who is temporarily assigned by the City to a position in a higher pay grade for a period of 24 hours minimum of four hours or more shall be compensated as follows:

Journeyman Firemedic for Lieutenant	\$1.00 Per Hour
Lieutenant for Battalion Chief	\$1.00 Per Hour
Battalion Chief for Deputy Chief	City Policy 5.5 shall apply

~~Temporary assignment to a position of a higher pay grade for shift personnel less than 24 hours shall not be entitled to out of title pay.~~

Employee receiving out-of-title pay shall assume all duties of the higher grade position. Failure to perform, all duties of the position shall result in loss of out-of-title pay.

A bargaining unit employee assigned out-of-title to a forty (40) hour work week will accrue annual

leave, holidays, and sick leave as outlined in the City policy. Leave accruals will be placed in the employees PDO bank.

Employees who utilize PDO accruals while serving in a 40 hour out-of-title assignment will be charged in accordance with City policy. Employees in 40 hour out-of-title assignments will receive holiday pay in accordance with City policy. Out-of-Title assignments shall not exceed a six (6) month period.

SECTION 9 TEMPORARY REASSIGNMENT

Any qualified 24 hour shift employee who is temporarily assigned by the City to a 40 hour position shall be compensated as if the employee remained on their normal work schedule. The hourly rate may be adjusted during the temporary assignment, to achieve the proper weekly rate.

SECTION 10 OVERTIME LIST

The department shall continue to use the current card file rotation system in use to fill overtime utilizing the procedure listed below. The City may opt to use an electronic staffing system on the same basis.

Criteria for Overtime List shall be governed by the North Port Fire Department S.O.G. 250.030; any changes to this policy shall be agreed upon by the fire Chief and the DVP/Union.

SECTION 11 CITY SPONSORED SCHOOLS

Any employee who is attending a City sponsored school shall be considered on assignment and subject to the rules of duty as defined in all departmental and City policies.

ARTICLE 5 PAID DAYS OFF

SECTION 1 INTRODUCTION

The City will grant Paid Days Off (PDO) that combine the days normally granted for annual leave, holidays, and sick leave (includes family and personal leave). This benefit is available to all regular full-time line personnel. (24/48 shift)

SECTION 2 CALCULATION

A bargaining unit employee assigned to the line accrues as follows:

YEARS OF SERVICE	BI-WEEKLY ACCRUAL	MAXIMUM BANK
0 -4 years	14.31 hours Bi-weekly	420 hours per year
5 -9 years	18.00 hours Bi-weekly	516 hours per year
10 -14 years	19.85 hours Bi-weekly	564 hours per year
15 -19 years	21.70 hours Bi-weekly	612 hours per year
20 + years	23.54 hours Bi-weekly	660 hours per year

The determination whether the maximum bank has been reached shall be measured annually, on the employee's anniversary date. If as of that date, an employee has accrued leave in excess of the maximum bank such time shall be forfeited unless a limited 96 hour carryover has been approved in advance in accordance with Section 4 below.

SECTION 3 USE

~~All employees who are on active pay status shall accrue monthly PDO's that will become available for use upon successful completion of the initial six months of service.~~ **All employees who are on active pay status shall accrue monthly PDO's that are available for use as Unscheduled Leave (sick days) during the first six months of employment. After the completion of six months successful service, employees may use Unscheduled or Scheduled (vacation days).**

Employees who are on leave without pay status are not eligible for monthly accruals.

Requests for PDO's should be arranged with the immediate supervisor as far in advance as possible, not to exceed twelve (12) months prior to the date of requested leave. Should a conflict occur regarding PDO's, the final decision will be made by the Fire Chief who will be guided by the date of request for the paid time off and the employee's length of service. Because the City must maintain an adequate level of service, the City reserves the right to defer the use of PDO's.

SECTION 4 ACCUMULATION

PDO's are provided to compensate employees for annual leave, holidays, personal days, and time off for recovery from illness of the employee or an immediate family member. Each employee will be allowed the maximum bank as outlined in Section 2 of this Article. Employees found in violation of this guideline will be scheduled time off to reduce their PDO accumulation. In situations where it is impossible for the employee to take PDO, due to emergencies, the Fire Chief may approve, upon request from the employee in writing, a carryover of time for 90 days, provided that a written request is received within a minimum of 2 weeks prior to the employee's anniversary date. If no carryover is approved, or if PDO over the cap remains at the end of an approved carryover, the employee's leave bank shall be reduced to the maximum cap set forth in Section 2.

SECTION 5 MONETARY CONVERSION

- A. An employee who does not use any unscheduled PDO time as defined in Article 4 Section 3 during a calendar quarter shall, upon request, be paid for up to 30 hours of accumulated PDO on a quarterly basis, up to a maximum of 120 hours per year provided that an amount of hours at least equal to the number purchased remain in the bank. Payment will be made at the current rate of pay. The employee's request shall be in writing. Requests for the first, second, third, and fourth quarters (fiscal) need to be submitted (on the proper form) as follows: Q1 - October, November December, submit in the month of January; Q2 - January, February, March, submit in the month of April; Q3 - April, May, and June, submit in the month of July; Q4 - July, August, September, submit no later than October 10th.
- B. Once per fiscal year, employees shall upon request, be paid for up to 120 hours of accumulated PDO at time and one-half Request for payment under this Section shall be in writing and may be submitted by no later than the 10th of the month that starts any quarter Q1 - October, November December, submit by October 10; Q2 - January, February, March, submit by January 10; Q3 - April, May, and June, submit by April 10; Q4 - July, August, September- submit by July 10. All hours paid shall be deducted from the employee's accrued bank.

SECTION 6 PDO PAYOUT AT SEPARATION

When a bargaining unit employee retires from or resigns from his employment with the City, he will be paid for all accumulated PDO's up to the maximum bank, provided that the employee has completed 90 days of service with the City and gives an advance two week notice.

SECTION 7 UNSCHEDULED PDO

- A. Defined in Article 4 Section 3.
- B. If an employee works all scheduled hours during a calendar quarter without taking any unscheduled time off he/she will be granted 12 hours of additional PDO.
- C. The term "calendar quarter" means the 3 month period from January 1 through March 31, or from April 1 through June 30, or from July 1 through September 30, or from October 1 through December 31, of a calendar year.

- D. Unscheduled PDO used as personal sick leave extending beyond two (2) consecutive shifts (48 hours) will require medical certification (in accordance with NFPA 1582) upon employee's return to work. Criteria for Return to Duty for shift Personnel shall be governed by the North Port Fire Department S.O.G.260.020; any changes to this policy shall be agreed upon by the fire Chief and the DVP/Union.

- E. Unscheduled PDO used as sick leave may be granted for: personal illness (including maternity related health conditions when an employee is not eligible for FMLA leave); injury (not work related); appointments with a doctor, dentist or other recognized health care practitioner when it is not possible to arrange such appointments during off-duty hours; or illness or injury of an immediate family member as defined by FMLA (spouse, child or parent).

- F. Employees shall be permitted to use a maximum of two (2)) Unscheduled PDO days per calendar year for purposes of Personal Leave unrelated to any sickness or medical treatment. Personal Leave shall not be approved if its use causes the employee's PDO balance to fall below a minimum of 72 hours. Personal Leave shall be counted as time worked for purposes of calculating overtime.

ARTICLE 6 MISCELLANEOUS LEAVES AND LIGHT DUTY

SECTION 1 BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family, as defined by the City of North Port personnel policy section 6.11 Bereavement Leave, the employee will be permitted to take time off, with pay, for up to 2 consecutive shifts (line personnel) for an in-state funeral, and 3 consecutive shifts (line personnel) for an out-of-state funeral.

SECTION 2 JOB-RELATED INJURY LEAVE

Employees who are disabled in the line of duty shall receive pay for the period of the disability subject to the following conditions:

- A. The disability resulted from an injury or an illness sustained directly in the performance of the employee's work, as provided in the State Worker's Compensation Act.
- B. The employee shall be carried in full pay status for a period not to exceed seven (7) calendar days immediately following the day of the injury without being required to use accrued leave credits. Thereafter, accrued leave benefits may be used in combination with worker's compensation benefits to equal the normal salary received by the employee prior to his injury.
- C. If incapacitated for his regular position, the employee may be placed on a light duty assignment, as outlined by the attending physician, for the period of recuperation if light duty within the employee's restriction is reasonably available. There shall be no City obligation to create work. The employee shall contact the Risk Management Coordinator for such an assignment immediately following the visit to the doctor. Unwillingness to accept such an assignment where available as directed by the Risk Management Coordinator will make the employee ineligible for disability leave, as outlined in Section 440 of the Florida Statutes.
- D. A physician selected by the City may be used to determine the physical ability of the employee to continue on disability leave or to return to work.
- E. During the period of disability, the Chief may request a physician's review of the case.

SECTION 3 JURY DUTY LEAVE/COURT LEAVE

- A. An employee who is summoned as a member of a jury panel, during their normal working hours, who cannot be excused because of employment hardship, shall be granted leave with pay and any jury fees shall be retained by the employee. The employee shall not be reimbursed by the department for meals, lodging or travel expenses incurred while serving as a juror.
- B. An employee who attends court for only a portion of a regularly scheduled work day is expected to report to his supervisor when excused or release by the court.

- C. An employee attending court as a witness other than on behalf of the City shall not be eligible for leave with pay. In such cases leave without pay shall be granted, or employee may choose to use available PDOs annual leave, personal time, or compensatory leave.
- D. Employees attending court as a witness on behalf of the city shall be paid for the actual hours they attend court, whether those hours occur during regularly scheduled hours of work or during off-duty hours. All off-duty court appearances on behalf of the City shall be compensated with a minimum of two (2) hours. Only those hours spent actually attending court will be counted toward the overtime threshold. Any witness fees awarded shall be retained by the employee.
- E. Employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, leave without pay shall be granted or employee may choose to use available PDOs.
- F. Employees required to attend court as stated in A or D above, who are on scheduled PDO leave will have time lost charged to Court Leave/Jury Duty Leave rather than scheduled PDO leave.
- G. All court attendance must be verified before an employee is compensated. Requests with proper documentation should be submitted to the immediate supervisor as soon as notice is received from the court.

SECTION 4 FMLA LEAVE

The Family and Medical Leave Act (FMLA) entitles eligible employees to leaves of absence as outlined in the City of North Port personnel policy section 6.5 Family And Medical Leave. The FMLA policy shall be interpreted so as not to reduce any benefit provided in this Agreement. This Agreement shall be interpreted so as not to violate the FMLA.

SECTION 5 LIGHT DUTY FOR NON-JOB RELATED ILLNESSES OR INJURIES

Employees who are incapacitated as a result of a non job related illness or injury may be offered light duty where reasonably available, at the discretion of the City. It is understood that the City shall have no obligation to create work in order to provide a light duty assignment.

ARTICLE 7
EDUCATION

EDUCATIONAL ASSISTANCE PROGRAM (NON-REQUIRED COURSES)

The City of North Port believes strongly in the benefits of education. In an effort to provide incentive and assistance toward continuing education, an Educational Assistance Program is available as outlined in City policy, subject to prior approval and the availability of funds.

ARTICLE 8 SENIORITY

SECTION 1 DEFINITION

Seniority is hereby defined as the employee's length of continuous service after initial date of employment by the District.

SECTION 2 SENIORITY ROSTERS

No later than two months after the effective date of this Agreement and then two times a year on September 30 and March 31, the District shall ~~post on the union bulletin board~~ **shall provide** seniority rosters **via electronic method to**for the bargaining unit. The roster will list each employee in the order of seniority. Such list shall be considered correct unless objection is raised within (30) days of posting.

SECTION 3 LAYOFF

- A. In the event a layoff in the classified service becomes necessary, employees will be laid off in inverse order of his/her classification seniority. In every case of layoff, the City shall give written notice of layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the employee and the Union at least ten (10) working days prior to the effective date of such action. The City will meet with the Union to discuss the effect of the layoff on the employee(s) involved and the level of service to be provided.
- B. In the event of layoff or reduction in force, employees shall be laid off in the inverse order of seniority.
- C. Employees requesting transfers to avoid layoff shall be transferred to other job classifications for which they qualify on the basis of seniority within the department.
- D. No permanent or probationary employee within a job classification shall be laid off until all temporary, provisional, or emergency employees, or trainees in the same classifications are laid off first.
- E. No permanent employee within a job classification shall be laid off until all probationary employees in the same classification are laid off first.

**ARTICLE 9
PAY SCHEDULE
24 HOURS ON/48 HOURS OFF
SHIFT SCHEDULE**

SECTION 1 SALARY PLAN

- A. ~~Effective upon ratification of this agreement and upon majority approval of the first referendum for joining the Florida Retirement System, the pay plan as depicted in Attachment "A" will take effect.~~
- B. ~~Bargaining unit members having completed one (1) year in their respective classification by September 30, 2014 shall receive a 3% increase on their base rate of pay, not to exceed the maximum of the pay range, unless the member is at the maximum of the pay range. Bargaining unit members at the maximum of their respective pay range shall receive a 2.0% pensionable lump sum payment based on their annual salary on October 1, 2014.~~
- C. ~~Effective October 1, 2015 bargaining unit members having completed one (1) year in their respective classification on September 30, 2015 shall receive a 3% increase on their base rate of pay, not to exceed the maximum of the pay range, unless the member is at the maximum of the pay range. Bargaining unit members at the maximum of their respective pay range shall receive a 2.0% pensionable lump sum payment based on their annual salary on October 1, 2015.~~
- D. ~~Effective October 1, 2016 bargaining unit members having completed one (1) year in their respective classification on September 30, 2016 shall receive a 3% increase on their base rate of pay, not to exceed the maximum of the pay range, unless the member is at the maximum of the pay range. Bargaining unit members at the maximum of their respective pay range shall receive pay adjustments as may be approved for General Employees for FY 16-17 who are at their maximum pay range.~~
- E. ~~Effective October 1, 2017 bargaining unit members having completed one (1) year in their respective classification on September 30, 2017 shall receive a 3% increase on their base rate of pay, not to exceed the maximum of the pay range, unless the member is at the maximum of the pay range. Bargaining unit members at the maximum of their respective pay range shall receive pay adjustments as may be approved for General Employees for FY 17-18 who are at their maximum pay range~~
- F. ~~Starting October 1, 2018, upon expiration of this agreement, if and until otherwise agreed to by the parties in a successor agreement, there shall be no additional adjustments in pay.~~

SECTION 2 PARAMEDIC DIFFERENTIAL

- A. ~~Paramedic differential will be paid as follows during the term of this Agreement:~~

~~Firemedics and Lieutenants: \$2.75 per hour~~
~~Battalion Chief: \$.81 per hour~~

B. ~~Differential pay will be paid once the employee's certification is released by the Medical Director and the Fire Chief or his designee.~~

SECTION 2

The parties acknowledge that the bargaining unit employees have previously been paid pursuant to a step plan, as depicted below. However, for the term of this agreement bargaining unit employees shall receive pay adjustments on a percentage basis in accordance with the terms in Section 1 of this Article.

The parties further acknowledge that the union reserves its right to readdress and bargain over the resumption of a step pay plan in the negotiations for a successor Collective Bargaining Agreement.

	Hourly	Annual
Firemedic		
Step 1	\$12.54	\$38,646
Step 2	\$13.29	\$40,964
Step 3	\$14.09	\$43,422
Step 4	\$14.94	\$46,028
Step 5	\$15.83	\$48,789
Step 6	\$16.78	\$51,717
Step 7	\$17.79	\$54,820
Step 8	\$18.86	\$58,109
Step 9	\$19.99	\$61,595
Lieutenant		
Lt. 1	\$20.99	\$64,675
Lt. 2	\$22.04	\$67,909
Lt. 3	\$23.14	\$71,304
Battalion Chief		
B.C.1	\$24.30	\$74,869
B.C.2	\$25.51	\$78,613
B.C.3	\$26.79	\$82,543

ATTACHMENT "A"
 PAY SCHEDULE
 EFFECTIVE OCTOBER 1, 2015 TO SEPTEMBER 30, 2018

Firemedic	Hourly	Annual
Minimum	\$12.54	\$38,646
Maximum	\$19.99	\$61,595
Lieutenant		
Minimum	\$20.99	\$64,675
Maximum	\$24.18	\$74,500
Battalion Chief		
Minimum	\$24.30	\$74,869
Maximum	\$27.91	\$86,000

- A. A comprehensive professional development plan (Appendix A) will be adopted and substituted for the salary ranges that existed prior to October 1, 2017.
- B. The professional development plan will include different pay classifications and include the positions as referenced in Article 1 Recognition.
- C. Labor and management will meet as needed changes are identified.
- D. The salary plan (progression plan) that corresponds to the professional development plan is in Appendices B1 & B2.
- E. The City reserves the right to raise minimum salary classification pays upon consultation with the Union District Vice President.

ARTICLE 10
UNIFORM/CLEANING/SHOE ALLOWANCE

SECTION 1

All Bargaining Unit employees employed for the previous twelve months prior to October 1, shall receive an annual payment ~~on or about December 1st~~ **in the 4th quarter of the calendar year** for cleaning, and care of uniforms and the cost of uniform shoes or boots. Uniforms, shoes or boots shall meet the standards as specified by the department.

Bargaining unit employees employed for less than twelve months prior to October 1, shall be paid an amount prorated to the number of months employed.

December 2017-ANNUAL PAYMENT -- \$400.00

December 2018-ANNUAL PAYMENT-- \$500.00

ARTICLE 11 INSURANCE

SECTION 1

During the term of this agreement, employees will be provided group health (medical, dental, vision) life and disability insurance plans (inclusive of dependent coverages) at service levels and premium rates applicable to all city employees, as approved annually (benefit year) by City commission. The City reserves the right to offer plan buy ups or enhancements at the employee's expense. If an employee is on unpaid personal leave for 25% or more of scheduled work days in a calendar month, employee shall be responsible for payment of health and hospitalization cost for that month. Payment shall be made by deduction from next pay check due employee.

The rates paid by both the City and the employee shall be adjusted whenever changes become effective. As the City is notified by the provider, the Bargaining Unit will be notified of the same. The City reserves the right to change carriers if and when deemed appropriate. The City further reserves the right to self-administer group health if and when deemed appropriate. The City agrees to discuss any change in insurance with the DVP/Union, should the changes affect the cost or reduce the scope of coverage being provided to employees and /or their family members.

The remaining cost of coverage shall be deducted from employee's pay.

SECTION 2

The City shall provide, at the employee's expense, the option for eligible retirees to purchase insurance coverage as provided under state law.

SECTION 3

Should the City choose to implement a city-wide Health Plan Trust, the parties agree to negotiate for inclusion.

ARTICLE 12 ANNUAL PHYSICAL EVALUATION

SECTION 1

All employees shall have the basic skills, physical strength, agility, endurance and mental alertness required for their duties. To meet this responsibility all employees shall participate in one hour of mandatory individual physical fitness exercise; cardio, cross training or weight training, each duty shift, as determined by the station officer.

SECTION 2

The bargaining unit agrees that the City shall provide annual physicals in accordance with NFPA 1582.

SECTION 3

The bargaining unit and the City agree to the concept of a smoke-free fire service as supported by the Professional Fire Fighters of Florida. There will be no-smoking allowed inside the fire stations or other Fire Department facilities and vehicles.

SECTION 4

The City shall make available the following immunization for all bargaining unit employees. Those employees not wishing to receive immunizations shall sign a waiver indicating their refusal.

- A. Diphtheria Pertussis-Tetanus - every 5 years
- B. Hepatitis - every 5 years or as indicated by Titer or recommended by CDC
- C. Rubella (for females of child bearing age) - as needed
- D. AIDS (If an F.D.A. approved vaccine becomes available during the term of this Agreement).

ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 GRIEVANCES

A grievance is a dispute regarding the meaning, interpretation or application of the terms of this agreement. Grievances may be filed by the Union or by any member of the bargaining unit. However, the DVP for the Union shall have the sole discretion to determine whether a grievance filed by a bargaining unit member has merit and should be processed or submitted to arbitration. If the DVP declines to process a grievance due to an employee's non-membership in the Union, then the employee may proceed individually to the extent otherwise permitted by this Agreement, but shall be individually liable for any costs associated with the processing of such grievance.

SECTION 2 TIME

No grievance or arbitration request shall be considered or deemed to be valid if it is not timely filed and pursued at each step. Should the City fail to hold a meeting or answer a grievance at any step, the grievance shall automatically move to the next step, as if the grievance had been denied on the date the answer was due. **Should the Union fail to appeal an answer within the appropriate timeframe, the grievance shall be determined as settled and shall not proceed further.** Time limits may be mutually extended only by written agreement. "Working days" are days the administrative staff works.

SECTION 3 INFORMAL STEP

An employee who has a grievance shall first bring that grievance to his/her supervisor in an attempt to resolve the issue at the lowest possible level. The employee may verbally request a meeting with the immediate supervisor and the supervisor may meet with the employee to discuss the grievance. If the matter can be resolved at that meeting, no further action is necessary.

SECTION 4 FORMAL STEPS

Step I

If the matter is not resolved to the satisfaction of the grievant at the informal meeting, then a grievance must be filed in writing on the approved form with the grievant's Battalion Chief within ten (10) working days following the event giving rise to the grievance or within ten (10) working days following the time when the grievant reasonably should have known of its occurrence. It must state the name of the grievant, the specific article and section of this agreement allegedly violated, a statement of facts explaining what happened, the date of the most recent occurrence, and the remedy being requested. Any grievance not containing this information is not valid.

Within ten (10) working days after receipt of the written grievance, the Battalion Chief may hold a meeting with the grievant and the Steward. The Battalion Chief shall issue a written answer to the

grievance within ten (10) working days after receipt of the grievance at Step I.

The Step I written answer of the Battalion Chief shall state the reasons for the Battalion Chief's decision and shall be delivered to the grievant, or the Steward, by hand delivery, fax or by US certified mail.

Step II

If the matter is not resolved to the satisfaction of the grievant at Step I, the grievance must be appealed in writing to the Deputy Chief within ten (10) working days after the grievant receives the written answer at Step I.

Within ten (10) working days after receipt of the written grievance appeal, the Deputy Chief may hold a meeting with the grievant, and the Steward. The Deputy Chief shall issue a written answer to the written grievance within ten (10) working days after receipt of the grievance at Step II.

The Step II written answer of the Deputy Chief shall state the reasons for the decision and shall be delivered to the grievant, or the Steward, by hand delivery, fax or by US certified mail.

Step III

If the matter is not resolved to the satisfaction of the grievant at Step II, the grievance must be appealed in writing to the Fire Chief within ten (10) working days after the grievant receives the written answer at Step II.

Within ten (10) working days after receipt of the written grievance appeal, the Fire Chief may hold a meeting with the grievant, and the Steward. The Fire Chief shall issue a written answer to the grievance within ten (10) working days after receipt of the grievance at Step III.

The Step III written answer of the Fire Chief shall state the reasons for the decision and shall be delivered to the grievant, or the Steward, by hand delivery, fax or by US certified mail.

Step IV

If the matter is not resolved to the satisfaction of the grievant at Step III, the grievance must be appealed in writing to the City Manager within ten (10) working days after the grievant receives the written answer at Step III.

The City Manager or designee may hold a meeting with the grievant, and the Steward. The City Manager or designee shall issue a written answer to the grievance within ten (10) working days after receipt of the grievance at Step IV.

The Step IV written answer of the City Manager or designee shall state the reasons for the City Manager's or designee's decision and shall be delivered to the grievant, or the Steward, by hand

delivery, fax or by US certified mail.

Step V -- Written Appeal to Arbitration

If the grievance is not resolved to the satisfaction of the grievant at Step IV, the grievant shall have the option of proceeding to binding arbitration. The following steps shall apply:

- A. Within ten (10) working days after receiving the Step IV answer the grievant or the Union must file a request for binding arbitration with the Federal Mediation and Conciliation Service ("FMCS"). A copy must be served on the City Manager at the same time the request for arbitration is sent to the FMCS. A request for arbitration shall be deemed to have been filed on the date it is post marked by the U.S. Postal Service, or on the date received by Federal Express, U.P.S. or another private carrier for delivery to the FMCS. The grievant bears the burden of proving that a request for arbitration was timely filed.
- B. A copy of the written grievance and the written responses shall be attached to the request for arbitration.
- C. The grievant must state the Article and Section of the agreement alleged to have been violated the remedy requested by the grievant, and the date the grievance was submitted for arbitration.
- D. The request for arbitration must be signed by the grievant. If the Union is the grievant, the Union President must sign.
- E. The request for binding arbitration shall include a request that the FMCS submit a list of seven (7) arbitrators. The panel of arbitrators must have a Florida address for purposes of travel expenses.
- F. Once the list of seven (7) arbitrators is received, the City Manager (or his/her designated representative) and Union shall attempt to mutually agree on one of the arbitrators on the list. If no one arbitrator can be mutually selected the City Manager (or designated representative) and Union, beginning with the party requesting arbitration, will alternately strike panel members until only one member remains. The sole remaining member shall arbitrate the grievance. Either party shall have the right to reject one list.
- G. The Arbitrator shall have the authority to issuance of subpoenas for the appearance of witnesses. Such subpoenas shall be enforceable through the processes set forth under Florida law.
- H. Arbitration hearings shall be conducted in North Port, Florida unless otherwise

agreed to in writing by the City and the Union. The Arbitrator shall designate a time and place for the hearing and notify the City and Union not less than twenty (20) days before the hearing.

- I. The jurisdiction and authority of the Arbitrator shall be strictly limited to his/her determination and interpretation of the terms of the Agreement. He/she shall not have the authority to add to or subtract from or to modify said terms or to establish or change any wage or rate of pay in this Agreement.
- J. The Arbitrator shall issue his/her decision in writing within a reasonable period of time following the receipt of the transcripts or the receipt of the post-hearing briefs, whichever is later.

SECTION 5

A member of the bargaining unit may avail himself of the grievance procedure in person or by counsel and have such grievances resolved with or without intervention of the Union. The Union shall be given reasonable opportunity to be present during each step of the grievance process consistent with the terms of this agreement.

SECTION 6

Should either party request a transcript of the arbitration proceedings, then that party will bear the full cost for that transcript.

SECTION 7

Each party shall bear the full cost for its representation in the arbitration and the compensation of its participants. Each party shall be responsible for the compensation of its witnesses, including employees. The cost of the arbitrator, the appearance fee for the court reporter as well as the transcript copy provided to the arbitrator, should one be requested, shall be shared equally between the Union and the City.

SECTION 8

The aggrieved may present his grievance on City time.

SECTION 9

The arbitrator's decision will be final and binding on both parties, subject to either party's right of appeal as provided by Florida law.

SECTION 10

Employees will follow all written and verbal directives of supervisors even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

SECTION 11

Any relief granted prior to Step III requiring the expenditure of City funds which is not in accordance with Florida Statutes shall be void. Any relief granted prior to Step II shall not be deemed to establish past practices, custom, precedent, or usage as to any other circumstances of occurrences without the express approval of the City Manager. The arbitrator is not empowered to render any award which imposes fines or penalties upon the City.

SECTION 12

Step I and/or Step II and/or Step III of the grievance procedure may be bypassed provided the aggrieved and the City Manager agree showing just cause in writing. The grievance shall then be brought directly to the next succeeding step.

ARTICLE 14
ENTIRE AGREEMENT

The City and the Union 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 City and the Union after the exercise of such right and opportunities are set forth in this Agreement.

ARTICLE 15
SEVERABILITY

SECTION 1

If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted State or Federal Legislation or Regulation, or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement that are not affected by the invalid, unlawful or unenforceable Article(s) or Section(s).

SECTION 2

In the event of such invalidation, the parties will meet at the earliest opportunity to negotiate a replacement if appropriate.

ARTICLE 16 REPRESENTATION

SECTION 1

All employees covered by this contract who are being reprimanded or disciplined shall have the right to have an on-duty bargaining unit employee of their choosing present. **If there is a desire for a second employee representative present that representative shall be off-duty** That employee(s) shall have the right to represent the employee during the time the employee is being reprimanded or disciplined.

SECTION 2

The employee chosen will be paid by the Union for time loss or through a pool time bank.

ARTICLE 17
UNION BUSINESS AND POOL TIME

SECTION 1

- A. Employees covered by this agreement shall contribute five (5) hours of PDO credits toward the IAFF business pool account. These donations to the IAFF business pool time account will be processed during the month of October.
- B. If the IAFF pool account balance exceeds one-hundred and seventy-five (175) hours as of the previous September 30th, Section A shall not be implemented for the fiscal year.
- C. Any other employee donation to the IAFF business pool time account shall be in writing and forwarded to the Administrative Office by the tenth (10th) of each month. These requests will be processed by the end of the month.

SECTION 2

Charges against the IAFF business pool time, as provided in this Article, shall only be made when approved by the President or his designee.

SECTION 3

For the purposes of this Article, paid days off schedules have priority over request for the use of the IAFF business pool time.

SECTION 4

Union officials utilizing authorized pool time shall not be on duty and shall not be eligible, during the time of utilization of Workers Compensation benefits in case of injury.

SECTION 5

Unused time in the IAFF pool time account will be carried into the next fiscal year.

SECTION 6

Pool time hours credited to the IAFF business pool time account shall be utilized for IAFF business on a quarter-hour basis until the hours in this account have been exhausted.

ARTICLE 18 MISCELLANEOUS

SECTION 1 GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

SECTION 2 PROBATIONARY EMPLOYEES

For purposes of employment status, a probationary employee is defined as an employee who has not completed one year of satisfactory service from his date of employment or has been placed on probation through a corrective action or disciplinary process for a specific time period.

SECTION 3 DISTRICT ORDINANCE

For the purpose of this Agreement, Ordinance No. 83-149 as amended shall apply. No rights, privileges, duties or obligations granted by Ordinance No. 83-149 shall infringe on, or diminish the right of the Bargaining Unit to collectively bargain any change in terms and conditions of employment

SECTION 4 DISTRIBUTION OF AGREEMENT

The Union agrees to provide each station with a copy of this Agreement within one (1) month of it being put into effect. The Union shall be responsible for the cost of printing copies of this Agreement. The City shall be responsible for providing copies to Management.

SECTION 5 BINDING EFFECT

This Agreement shall be binding on the Union and the City. This Agreement shall also be binding on any successor to the Union to the extent provided by law.

ARTICLE 19 PENSION PLAN

SECTION 1

This language is left in this contract for historical reference only. There is no change for the pension intended executed in this agreement. The following changes will be made to the Firefighters' Pension Plan effective upon ratification of this Agreement and adoption of an ordinance implementing the changes. The effective date of the ordinance implementing the pension changes shall be the "effective date."

SECTION 2

(a) The parties agree that the City will join the Florida Retirement System (FRS) for firefighters on October 1, 2015, or as soon thereafter as administratively practical. In recognition of this agreement, the parties agree that the initial ballot issued by the Division of Retirement to allow the City to join FRS will be completed by employees in favor of the City joining FRS. In the event that the initial referendum to join FRS is not in favor of the City joining FRS as set forth herein, this Agreement shall be null and void. In a subsequent ballot, all current employees will be able to individually elect to continue participating in the City Firefighters' Pension Plan (City Plan), and continue to earn benefits under the City Plan or join FRS. The employees who elect to join FRS will be vested in their accrued pension benefit based on each employee's credited service and average final compensation under the City Plan on the day before the date the City joins FRS, and the employee's pension benefit will be frozen at that time. For the employees who elect to join FRS, the employee's frozen pension benefit will be payable at the current early or normal retirement date and separation from City employment (early retirement will be subject to the same conditions and benefit reductions as provided in the current City Plan). Alternatively, employees who elect to join FRS may obtain a refund of their employee contributions or accrued benefit under the City Plan. All firefighters hired on or after the date the City joins FRS will become members of FRS. Eligibility for participation in FRS, as well as FRS benefits and contributions, will be determined in accordance with Chapter 121, Florida Statutes, as that statute now exists and as it may be amended in the future.

(b) Firefighters who are employed on the effective date and elect to join FRS without receiving a refund of their employee contributions or accrued benefit from the City Plan shall, upon reaching the normal retirement date and separating from City employment, be eligible for a retirement benefit in two parts: (1) their frozen accrued benefit under the City pension plan, based on average final compensation, credited service and plan provisions in effect on the day before the City joins FRS, payable as a monthly pension; and (2) their benefit under FRS

based on their credited service as a member of FRS after the effective date and the plan provisions of FRS.

SECTION 3

The plan benefits under the City Plan for credited service on and after the effective date shall be the same as the Plan provisions in effect prior to the effective date.

SECTION 4

The parties agree that Chapter 175 premium tax revenues shall continue to be allocated in the same manner in effect prior to the effective date, with the first \$250,000 received each year applied to reduce the City's annual required contribution, and amounts in excess of \$250,000 allocated to the firefighters' share plan. This section shall serve as the mutual consent of the bargaining unit representative as to the use of the premium tax revenues in accordance with section 175.351(g), of the Florida Statutes.

SECTION 5 COMPENSABLE TIME

The pension ordinance implemented following ratification of the Agreement by both parties shall reflect pensions will be calculated on the best 5 years of service and DROP participants will be paid out all accruals upon entry into the DROP.

SECTION 6 EARLY RETIRMENT

The pension ordinance implemented following ratification of the Agreement by both parties shall reflect pension benefits payable for early retirement shall be reduced by:

1. Three percent (3%) per year by which the commencement of benefits precedes the normal retirement date, if the member has less than 15 years of credited service at time of retirement; or
2. Two percent (2%) per year by which the commencement of benefits precedes the normal retirement date, if the member has at least 15 years, but less than 20 years of credited service at the time of retirement; or
3. One percent (1%) per year by which the commencement of benefits precedes the normal retirement date, if the member has 20 or more years of credited service at the time of retirement.

The change in member contributions resulting from the change in retirement benefits shall take the member contribution to 10.6% and will take effect upon the adoption of the ordinance and shall not be retroactive. In future years, should the plan's actuary determine that the costs associated with the changes in early retirement criteria be more than the .3% increase, the members agree to increase member contributions to fund the increase. In future years, should the plan's actuary recommend any reduction in member contribution associated with the early retirement benefit be less than the current

3-7-18 dup DM

contribution, the parties shall mutually agree to the reduction before any reduction is made.

**ARTICLE 20
EFFECTIVE DATE**

SECTION 1

This agreement shall be effective October 1, 2015~~17~~¹⁷, subject to ratification by the Union and final approval by the City Commission of the City of North Port, and shall continue in force and effect until its expiration date, September 30, 2018~~20~~²⁰. **Only the slot-in pays will be retro to October 1, 2017. Prorated Additional Pay and Out of Title Pay will be effective upon ratification. It shall replace any existing agreement.** In accordance with Florida law, if a successor agreement has not been made by October 1, 2018, the terms of this agreement will remain in effect until a successor agreement has been approved.

SECTION 2 SUCCESSOR AGREEMENT

Negotiations for a new agreement may begin on or before May 1, 2018 ²⁰ at the request of either party.

IN WITNESS WHEREOF, these parties hereto have set their hands this _____ day of _____ 2015

FOR THE UNION

CITY OF NORTH PORT, FLORIDA

By: Tom DM 3-7-18
IAFF DVP

By: _____
Mayor

City Manager


City's Chief Negotiator

ATTEST:

Approved as to form and correctness:

City Clerk

City Attorney

Firefighter Professional Development Plan

The intent of these promotional step requirements is to develop a progressive professional level of performance required at the levels of firefighter and fire officer. These requirements are based on professional qualification standards including: NFPA 1000, NFPA 1021, and the Department of Labor Firefighter Apprenticeship Program, in conjunction with industry standard training, ISO required training, and Department required training.

All firefighters shall complete all the requirements of each class prior to promoting to their next class. It is each firefighter's responsibility to complete and submit an advancement checklist and package that provides clear documentation of all requirements to advance and has been APPROVED and signed off by the Station Officer, Shift Officer, and by the Training Division by September 1st of each year. Packets may be submitted with pending completions noted.

All personnel that have not achieved Journeyman status as of the effective date of this contract would be slotted in to a position based upon their progress in the program as of October 1st, 2017. They would need to achieve the requirements for that position and all lower positions before transitioning to the next higher position. All current certified Journeyman would be eligible to test for Engineer if they have completed the Engineer/Operator requirements as outlined. The first test will be given in September of 2018 for an October 1, 2018 implementation.

All modules are currently being updated for April 1st, 2018 release. Future updates will be necessary and will be approved through the Training Committee and the Labor Management Committee.

A. Probationary Class Firefighter (Probie)

Requirements for: Probationary Class Firefighter - (12 Months)

1. All new firefighters (unless specified herein) shall be referred to as "**Probationary Firefighter**" for the purposes of this document for a period of one year from the date of hire. All new "Recruit" positions shall be referred to as "**Probationary Recruit**" for the purposes of this document with a probationary period that begins at the date of hire and continues to a minimum of one year from the date of State certification as a Firefighter and Paramedic.
2. **Probationary Recruit** Class Firefighters or Paramedics will not be entered into the Journeyman Program until they complete their Recruit requirement. They will still be required to complete their Orientation Module and Safety Module within the first 60 days from date of hire.
3. Probationary Firefighters and Probationary Recruits shall be considered at-will employees during the probationary period and are subject to termination without cause.
4. Probationary Firefighters and Probationary Recruits shall successfully complete Orientation and all the assigned modules as listed from the Apprenticeship program that are required prior to the end of the probation period.
5. Probationary Firefighters and Probationary Recruits shall successfully complete the following Modules and Topics with comprehensive written and practical testing:
 - City of North Port Fire Rescue District (NPFR) Safety Policy
 - Orientation Module (Minimum 112 hours)
 - ICS-100, 200, & 700
 - S-190 Introduction to Wildland Fire Behavior
 - S-130 Basic Wildland Firefighter Training
 - NPFR Rules & Regulations Module
 - NPFR Streets and Grids Module

- NPFR Firefighter Safety Module
 - NPFR Apparatus & Equipment Module
 - NPFR Probationary General Module
 - NPFR Forcible Entry Module
 - NPFR Breathing Apparatus Module
 - NPFR Ropes and Knots Module or FLUSAR Rope Ops min.
 - Exposure Control Plan
 - EMS Advanced or Basic Life Support Protocols
 - Satisfactory Annual evaluation from at least two supervisors.
 - Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.
 - Minimum of 18 hours of annual documented Facility Training.
 - Minimum of 12 hours of annual documented Driver Training.
 - Minimum of 6 hours of annual documented Hazardous Materials Training.
 - Minimum of 12 hours of annual documented Pre-Plan Training.
 - Minimum of 192 hours of documented annual Company Training.
 - Completion of all EMS hands on and module training as assigned by the Training Division.
 - Completion of all Fire training as assigned by the Training Division.
6. Failure to complete the requirements of a Probationary Firefighters or a Probationary Recruit shall result in a limited and specified extension of probation or in separation/termination of employment.

B. Third Class Firefighter (12 Months)**Requirements for: Third Class Firefighter**

1. Completion of the 12-month probationary period.
2. Promotion to Third Class requires successful completion of a comprehensive Review by the Station and Shift Officer in coordination with the Training Division and Training Division Designee(s).
3. The Review for the rank of Third Class shall be based on all information Topics and Modules covered for the Probationary period.
4. Third Class Firefighters shall successfully complete the following Modules and Topics with comprehensive written and practical testing during this 12-month period:
 - NPFR Salvage Module
 - NPFR Hose, Nozzles, and Appliances Module
 - NPFR Fire Streams Module
 - NPFR Ladders Module
 - NPFR Ventilation Modules- Recommend Class on "Flow Path"
 - NPFR Inspections Module
 - NPFR Rescue Module
 - NPFR Water Supply Module
 - NPFR Fire Sprinklers Module
 - Satisfactory Annual Evaluation from at least two supervisors.
 - Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.

- Minimum of 18 hours of annual documented Facility Training.
 - Minimum of 12 hours of annual documented Driver Training.
 - Minimum of 6 hours of annual documented Hazardous Materials Training.
 - Minimum of 12 hours of annual documented Pre-Plan Training.
 - Minimum of 192 hours of documented annual Company Training.
- Completion of all EMS hands on and module training as assigned by the Training Division.
5. Successful completion of requirements outlined above shall result in the firefighter being eligible for promotion to the rank of Second Class.
 6. Failure to complete the requirements for Third Class Firefighter shall result in a limited and specified extension of Third Class Firefighter status or in termination of employment. Promotion to Second Class Firefighter is required for employment.

C. Second Class B Firefighter (12 Months)

Requirements For: Second Class B Firefighter

1. Firefighters shall be required to complete 12 months as a Third-Class firefighter prior to being eligible to promote to Second Class.-B
2. Promotion to Second Class-B requires successful completion of a comprehensive Review by the Station and Shift Officer in coordination with the Training Division and Training Division Designee(s).
3. The Review for the rank of Second Class -B shall be based on all information Topics and Modules covered in the Probationary period and the Third-Class Firefighter Period.
4. Second Class -B Firefighters shall successfully complete the following Modules and Topics with comprehensive written and practical testing during this 12-month period:
 - NPFR Fire Alarm & Communications Module
 - NPFR Fire Extinguishers Module
 - NPFR Haz-Mat Module or Haz- Mat Operations certification
 - NPFR Fire Behavior Module or Certificate of Completion for "The Art of Reading Smoke"- Dave Dodson
 - NPFR Second Class General Module
 - NPFR Advanced Breathing Apparatus or 40 Hour Firefighter Survival Class
 - NPFR Advanced Fire Hose, Nozzles, and Appliances or FFP 1302 Apparatus Ops
 - NPFR Advanced Fire Streams or FFP 1301 Fire SVC. Hydraulics
 - NPFR Advanced Ladders Module
 - NPFR Advanced Inspections Module or FFP 1505 Fire Prevention Practices
 - Satisfactory Annual Evaluation from at least two supervisors.
 - Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.
 - Minimum of 18 hours of annual documented Facility Training.
 - Minimum of 12 hours of annual documented Driver Training.
 - Minimum of 6 hours of annual documented Hazardous Materials Training.
 - Minimum of 12 hours of annual documented Pre-Plan Training.
 - Minimum of 192 hours of documented annual Company Training.
 - Completion of all EMS hands on and module training as assigned by the Training Division.

D. Second Class A Firefighter (12 Months)**Requirements For: Second Class A Firefighter**

1. Firefighters shall be required to complete 12 months as a Second Class B firefighter prior to being eligible to promote to Second Class.-A
2. Promotion to Second Class-A requires successful completion of a comprehensive Review by the Station and Shift Officer in coordination with the Training Division and Training Division Designee(s).
3. The Review for the rank of Second Class -A shall be based on all information Topics and Modules covered.
4. Second Class -A Firefighters shall successfully complete the following Modules and Topics with comprehensive written and practical testing during this 12-month period:
 - NPFR Advanced Water Supply Module
 - NPFR Advanced Auto Sprinklers Module or FFP 1540 Private Fire Protection Systems
 - NPFR Advanced Fire Alarms and Communications Module or FFP 2541 Private Fire Protection Systems II
 - NPFR Advanced Haz-Mat Module
 - NPFR Advanced Overhaul Module
 - NPFR Advanced Wildland Firefighting Module
 - Satisfactory Annual Evaluation from at least two supervisors.
 - Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.
 - Minimum of 18 hours of annual documented Facility Training.
 - Minimum of 12 hours of annual documented Driver Training.
 - Minimum of 6 hours of annual documented Hazardous Materials Training.
 - Minimum of 12 hours of annual documented Pre-Plan Training.
 - Minimum of 192 hours of documented annual Company Training.
 - Completion of all EMS hands on and module training as assigned by the Training Division.
5. Firefighters shall successfully complete a comprehensive written test with a score of 80% or greater and a comprehensive practical examination (Journeyman Test) to advance to First Class Firefighter. The Firefighter First Class (Journeyman) Examination may be comprised of all materials covered through the 42-month advancement program. The test shall be administered by the Training Division and selected Officers or designees.
6. Successful completion of the 42/48-month program and successfully passing the Journeyman test with an 80% or better shall result in the promotion to Firefighter First Class-D (Journeyman). Failure to complete the requirements to promote to First Class Firefighter shall result in a limited and specified extension of Second

Class Firefighter status or in termination of employment if the candidate is unable to complete the requirements and promote. Promotion to First Class Firefighter is required to continue employment as a Firefighter/EMT or Firefighter/Paramedic.

E. First Class-D Firefighter (Journeyman)

Requirements For: First Class-D Firefighter (12-month minimum)

- Firefighters shall be required to complete the Class Program requirements and the Journeyman Examination to be promoted to Firefighter First Class-D.
- First Class Firefighters may promote to Engineer, (if there are available positions), after successful completion of a minimum of twelve months as a First-Class-D Firefighter and successful completion of:
 - S-215 Fire Operations in the Wildland Urban Interface (Mandatory if offered locally within previous 12 months)
 - FFP 1301 Fire Service Hydraulics
 - FFP 1302 Fire Apparatus Operations
 - State Certification as Apparatus and Pump Operator
 - ATPC 703 Aerial Operations
 - Minimum of 12 months as a First-Class Firefighter
 - Completion of Engineer Task Book (Available starting October 1, 2018).
 - Comprehensive Written and Practical Examination with a minimum passing score of 80%.
 - Satisfactory Annual Evaluation from at least two supervisors.
 - Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.
 - Minimum of 18 hours of annual documented Facility Training.
 - Minimum of 12 hours of annual documented Driver Training.
 - Minimum of 6 hours of annual documented Hazardous Materials Training.
 - Minimum of 12 hours of annual documented Pre-Plan Training.
 - Minimum of 192 hours of documented annual Company Training.
 - Completion of all EMS hands on and module training as assigned by the Training Division.
- The Department does not require employees to attain Engineer status. First Class Firefighters may continue to advance annually (after the initial 12 months) as outlined in the pay/progression plan to position max if they meet the following requirements:
 - Satisfactory Annual Evaluation from at least two supervisors..
 - Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.
 - Minimum of 18 hours of annual documented Facility Training.
 - Minimum of 12 hours of annual documented Driver Training.
 - Minimum of 6 hours of annual documented Hazardous Materials Training.
 - Minimum of 12 hours of annual documented Pre-Plan Training.

- Minimum of 192 hours of documented annual Company Training.
- Completion of all EMS hands on and module training as assigned by the Training Division.
- Completion of all Fire hands on and module training as assigned by the Training Division.
- Minimum of one Fire or EMS related class annually (40 hours) (until they reach max pay in classification) as approved by the Training Division but at no cost to the Department (In House classes will count if provided at no cost but employees will need to secure their own time).

E. Engineer

Requirements For: Engineer

1. First Class Firefighters must have completed all the classes as required and have been a First-Class Firefighter for a minimum of 12 months before promoting to Engineer. Engineer Candidates must complete the Engineer Task Book (Currently under development and will be approved and adopted by the training committee by October 1st 2018). There will be a limited number of Engineer positions as determined by Operational need. Currently that number is 11 per shift; one primary and one back-up per station and one for the Tanker. Primary Engineers are assigned and drive fire apparatus. Back-ups fill in for vacancies and will move stations to fill-in as needed.

2. First Class Firefighters must pass a comprehensive written and practical examination to promote to Engineer. The test will be administered the first time in September of 2019 and the positions would be awarded by score. Engineers may still be required to fulfill paramedic staffing and may be placed on the ambulance, but an engineer will always drive the fire apparatus. The test may be administered by an independent service provider or by the Training Division. All Engineers must pass a re-certification exam every other year to maintain their qualification as an Engineer).

3. Engineers must spend a minimum of 12 months in grade before eligibility to promote further in Engineer Class.

- Completion of RN4807 Courage to be Safe and ATPC6742/BFST6742 Florida Incident Safety Officer, and Task Book are required for State ISO Cert.
- Florida Certification as an Incident Safety Officer is required before advancing to top out Engineer. (Any of the three awarded certifications for safety Officer as referenced on the State Fire College web-site are acceptable).

4. Requirements to advance annually for Engineer are:

- Satisfactory Annual Evaluation from at least two supervisors.
- Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.
- Minimum of 18 hours of annual documented Facility Training.
- Minimum of 12 hours of annual documented Driver Training.
- Minimum of 6 hours of annual documented Hazardous Materials Training.
- Minimum of 12 hours of annual documented Pre-Plan Training.
- Minimum of 192 hours of documented annual Company Training.
- Completion of all EMS hands on and module training as assigned by the Training Division.

- Engineers must take at least one of the below classes annually until reaching top out. If they have completed all the below classes, or if they are unable to obtain they may request a substitute class(es) which must be approved in advance by the Training Division.
 - FFP 2120 Building Construction for the Fire Service
 - FFP 2720 Company Officer
 - FFP 1740 Fire Service Course Delivery
 - FFP 1810 Firefighting Tactics and Strategies I
 - FFP 2811 Firefighting Tactics and Strategies II
 - FFP 2741 Fire Service Course Design
 - RN 9572 Florida State-Wide Emergency Response Plan
 - ICS – 300 Intermediate ICS for Expanding Incidents

Advancement/Promotional Testing Policy (through Engineer)

- Firefighters shall apply for testing and/or advancement a minimum of 30 days prior to the date eligible to promote. Advancements and Promotions through Engineer shall only occur the first pay period in October.
- It is the Firefighters responsibility to complete and submit an advancement/promotional checklist and package that provides clear documentation of all requirements to advance and has been signed off by the Station and Shift Officer.
- Firefighters shall be required to pass all written tests with a score of 80% or greater.
- Scoring of the practical tests will be based on the combined evaluation of the Training Officer and Designee Officers and will be Pass/Fail.
- The Training Division may choose to utilize an outside testing agency for any part or whole portion of the advancement or promotional process.

This professional development plan is a planned, progressive process of education, training, self-development and experience. These requirements referenced and utilized the Department of Labor Apprenticeship Program, NFPA 1001 & 1021.

F. Lieutenant- The requirements to promote to Lieutenant will remain as outlined in the job description and the promotional process utilized will be of similar nature to the current process in use. This section is specifically created to outline the progression plan for Lieutenants that have been promoted or are being promoted.

- All Lieutenant will spend a minimum of a 12-month probationary period. If at the time of promotion, candidates are making more than "Probationary Lieutenant Class", they will be given a minimum of 5% increase as per City Policy and slotted into the corresponding class.
- Completion of RN4807 Courage to be Safe **and** ATPC6742/BFST6742 Florida Incident Safety Officer are required before advancing from Probationary Lieutenant or advancing beyond slotted position.
- Florida Certification** as an Incident Safety Officer is required before advancing to 1st Class-C Lieutenant **or advancing beyond higher slotted position** (Any of the three awarded certifications for safety Officer as referenced on the State Fire College web-site are acceptable).
- Candidates must meet the minimum required months at the assigned pay classification before eligible to promote/advance Class (See Chart). **Exception- If slotted or promoted with more than 6 months remaining prior to the next October 1st AND candidate meets all other requirements.**
- Candidates will be ineligible to advance to the next class until having met the requirements as

stated.

6. Minimum additional Requirements to Advance through Lieutenant Classifications:

- Satisfactory completion of Probationary Period.
- Satisfactory Annual Evaluation from at least two supervisors.
- Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.
- Minimum of 18 hours of annual documented Facility Training.
- Minimum of 12 hours of annual documented Driver Training.
- Minimum of 6 hours of annual documented Hazardous Materials Training.
- Minimum of 12 hours of annual documented Pre-Plan Training.
- Minimum of 192 hours of documented annual Company Training.
- Minimum of 24 hours of documented Officer Development Training.
- Completion of all EMS training as assigned by the Training Division.

7. Successful completion of the Florida Fire Chiefs Emergency Services Leadership Institute series is required to advance to Lieutenant First Class-A or a candidate may substitute Successful completion of the Fire Officer (FO) (most current version reference www.cpse.org) credentialing process through the Center for Public Safety Excellence. The Department will assist with lodging and travel for ESLI if more than one candidate attends at a time and if the candidates have requested for budgetary consideration the year prior.

8. Lieutenants must be Paramedic certified to advance to Lieutenant 1st Class (Position Max). The Department will not sponsor Lieutenants or Battalion Chiefs to attend Paramedic School.

G. Battalion Chief - The requirements to promote to Battalion Chief will remain as outlined in the job description and the process utilized will be of similar nature to previous processes. This section is specifically created to outline the progression plan for Battalion Chiefs that have been promoted or are being promoted.

1. All Battalion Chiefs will spend a minimum of a 12-month probationary period upon promotion. If at the time of promotion, candidates are making more than "Probationary Battalion Chief Class", they will be given a minimum of 5% increase as per City Policy and slotted into the corresponding class.
2. Candidates must meet the minimum required months at the assigned pay classification before eligible to promote/advance Class. **Exception- If slotted or promoted with more than 6 months remaining prior to the next October 1st AND candidate meets all other requirements.**
3. Candidates will be ineligible to advance to the next class until having met the requirements as stated.
4. Minimum additional Requirements to Advance through Battalion Chief Classifications:
 - Satisfactory completion of Probationary Period.
 - Satisfactory Annual Evaluation.
 - Attendance, successful completion, and documentation of all annual hands on training requirements as determined and assigned by the Training Division, including but not limited to SCBA Drills, Live Fire Training, Search and Rescue, Forcible Entry, etc.
 - Minimum of 18 hours of annual documented Facility Training.
 - Minimum of 12 hours of annual documented Driver Training.

- Minimum of 6 hours of annual documented Hazardous Materials Training.
 - Minimum of 12 hours of annual documented Pre-Plan Training.
 - Minimum of 192 hours of documented annual Company Training.
 - Minimum of 24 hours of documented Officer Development Training.
 - Completion of all EMS training as assigned by the Training Division.
5. Successful completion of the Fire Officer (FO) (most current version reference www.cpse.org) credentialing process through the Center for Public Safety Excellence is required to advance to Battalion Chief 1st Class-A (ESLI series substituted if candidate used FO accreditation at the Lieutenant level to advance).
6. Battalion Chiefs must be Paramedic certified to advance to Battalion Chief 1st Class (Position Max). The Department will not sponsor Lieutenants or Battalion Chiefs to attend Paramedic School.

Advancement Policy for Lieutenants and Battalions

- Officers shall apply for Class advancement a minimum of 30 days prior to the date eligible to advance. Advancements only occur the first pay periods in October unless otherwise specified.
- It is each Officers responsibility to complete and submit an advancement checklist and package that provides clear documentation of all requirements to advance and has been APPROVED and signed off by the Shift Officer for Lieutenants and by the Training Division for Battalions. Packets may be submitted with pending completions noted.

This professional development is a planned, progressive process of education, training, self-development and experience. These requirements referenced and utilized the Department of Labor Apprenticeship Program, NFPA 1001 & 1021.

Additional Pay Incentives

- The EMS Training Division shall select Field Training Officers (EMS FTO's) to conduct Paramedic Precepting. FTO's shall be required to go through the process to receive approval of the Medical Director and assignment by the Training Division. FTO's will sign an annual commitment to be utilized as directed by the Training Division to further the Mission of EMS in our Department and to precept students, recruits, and employees as directed by the Fire Chief or his designee. FTO's shall be compensated at the start of each quarter in a lump sum amount of \$900.00 for a possible total of \$3,600.00 annually. There will be a maximum of four FTO's per shift (this number can be changed if ambulances are added during the contract period). There is no obligation to have the maximum number of FTO's and the EMS Training Division may utilize any means to select the personnel that will occupy those positions. Character, Skill, QU/QI considerations, ability to accurately complete reports, knowledge, communication skills, ability to interact with others, involvement, influence, etc... are all things that may be considered when selecting the EMS FTO's. FTO's that begin after October first will have their annual amount pro-rated and paid in the pay period following their selection. EMS FTO's will primarily conduct their assignments on their shift unless they are teaching a class for the Training Division; if they are teaching or assigned on an "off" day they will be compensated at the overtime rate as covered in the current CBA. Their teaching overtime will not move or alter their position on the overtime list. FTO's commitments may not be canceled to accept other overtime but FTO's are eligible to complete an overtime shift after their commitment is met. Example- an FTO is scheduled to teach a

class on an off day from 0830-1700; the FTO receives a call from the Battalion for a 24-hour shift on the same day. The FTO may refuse the OT and keep their spot on the list or accept the overtime from 1700-0800 and be moved to the bottom of the list; in that case the BC would need to hire an additional person off the list to cover from 0800-1700 while the FTO is teaching. (This CBA Max cost is 12 X &3,600= \$43,200 Annually).

- The Fire Training Division shall select Fire FTO's to conduct fire training and associated industry training. Character, Skill, knowledge, communication skills, ability to interact with others, involvement, influence, etc... are all things that may be considered when selecting the Fire FTO's. Because there are so many topics and needed instructors, Fire FTO's will be compensated at the overtime rate when teaching on their "off duty" time as covered in the current CBA and they may change from time to time depending on the training topic of the month and/or their area of expertise. Their teaching or assigned overtime will not move or alter their position on the overtime list. FTO's commitments may not be canceled to accept other overtime but FTO's are eligible to complete an overtime shift after their commitment is met. Example- an FTO is scheduled to teach a class on an off day from 0830-1700; the FTO receives a call from the Battalion for a 24-hour shift on the same day. The FTO may refuse the OT and keep their spot on the list or accept the overtime from 1700-0800 and be moved to the bottom of the list; in that case the BC would need to hire an additional person off the list to cover from 0800-1700.
- Approved/Rostered TRT Members that carry all five disciplines of Technical Rescue (as currently approved- 3 Operational level and two Technician level) will receive \$2400 as an annual lump sum. To be eligible, Team members must show documentation of training for a minimum of eight hours in each discipline annually. This amount will be paid the first pay period in October so long as Team members submit proof of training and documentation by September 1st of each year. The 8-hour refresher training for each discipline will be conducted in house with the Team. Hours obtained through external means will be at the employees' own expense and on their own time. There will be a maximum of 16 members per shift with a goal of 8 minimum on duty at any time once we are closer to max staffing. (We have a current roster of 20- current exposure is \$48,000 Annually).(Seniority by Team not hire date)
- Educational incentives are built into the progression plan and move the employee through the paygrade.
- All employees in the bargaining unit shall be eligible for participation in the longevity pay incentive program, pursuant to the rules enacted by the City Commission.
- Firefighter/Paramedics in any category (Engineer, Lieutenant, Battalion Chief) are not eligible to demote to FF/EMT without authorization and approval by the Fire Chief and or designee.

Miscellaneous

- Article 4, Section 4(E) will require an SOG change- SWAPS
- Article 4, Section 10 will require SOG 250.030 (Overtime list) change because of FTO language.
- Paramedics will receive corresponding Paramedic pay upon hire and/or upon State Certification as a Paramedic so long as they are actively pursuing and making progress toward becoming a charge (independent functioning) Paramedic. Paramedics that have not become independent functioning within a maximum of eighteen months from hire (or State Certification for recruits or current employees that we sent to school) will be considered for separation or re-classification.

PROPOSED PROGRESSION PLAN

3-7-18 *Opp. M...*
3-7-18 *M...*

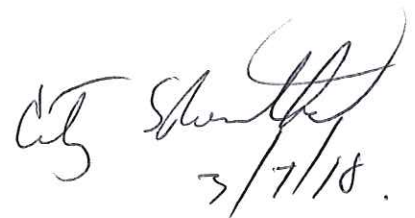
City of North Port Fire Rescue District Progression Plan Proposal- 02/21/2018

City of North Port Fire Rescue District Progression Plan Proposal- 02/21/2018									
	Probie	3rd Class	2nd Class- B	2nd Class- A	1st Class- D	1st Class- C	1st Class- B	1st Class- A	1st Class FF/EWT
Firefighter/EMT	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months
	\$45,215.84	\$48,380.95	\$51,767.62	\$55,391.35	\$58,160.92	\$61,068.96	\$63,511.72	\$66,052.19	\$69,239.21
					Engineer	1st Class- C	1st Class- B	1st Class- A	1st Class EMT Engineer
						\$62,232.18	\$65,343.79	\$68,610.98	\$72,041.53
Firefighter/Paramedic	Probie	3rd Class	2nd Class- B	2nd Class- A	1st Class- D	1st Class- C	1st Class- B	1st Class- A	1st Class FF/PM
	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months
	Paramedic Precepting 18 Month Max.								
	\$55,130.56	\$58,989.70	\$63,118.98	\$67,537.31	\$70,914.17	\$74,459.88	\$77,438.28	\$80,535.81	\$84,421.66
					Engineer	1st Class- C	1st Class- B	1st Class- A	1st Class PM Engineer
						\$75,878.16	\$78,913.29	\$82,069.82	\$86,173.31
Lieutenant	3rd Class	2nd Class	1st Class-C	1st Class-B	1st Class-A	1st Class	Max 6 Year Top Out		
	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	If Promoted, Candidate advances 5% or next pay class up (whichever is greater) and can move to the next highest Class on October 1st of the next Fiscal Year if criteria met and in position greater than 6 months.		
	\$75,669.91	\$79,453.41	\$83,426.08	\$87,597.38	\$91,977.25	\$97,478.36			
	Must Complete ESII Series to Advance to 1st Class-A and be a PM to advance to 1st Class (Top)								
Battalion Chief	3rd Class	2nd Class	1st Class- D	1st Class-C	1st Class-B	1st Class-A	1st Class	Max 7 Year Top Out	
	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months		
	\$87,596.79	\$90,224.69	\$92,931.43	\$95,719.38	\$98,590.96	\$101,548.69	\$106,194.54		
	Must Complete Fire Officer Accreditation to Advance to 1st Class-A and be a PM to advance to 1st Class (Top)								

APPENDIX B(2) RATE PER CLASSIFICATION

Firefighter/EMT	Salary	Hourly	Firefighter/Paramedic	Salary	Hourly
Probie	\$45,215.84	\$14.67	Probie	\$55,130.56	\$17.89
3rd Class	\$48,380.95	\$15.70	3rd Class	\$58,989.70	\$19.14
2nd Class- B	\$51,767.62	\$16.80	2nd Class- B	\$63,118.98	\$20.48
2nd Class- A	\$55,391.35	\$17.98	2nd Class- A	\$67,537.31	\$21.92
1st Class- D	\$58,160.92	\$18.87	1st Class- D	\$70,914.17	\$23.01
1st Class- C	\$61,068.96	\$19.82	1st Class- C	\$74,459.88	\$24.16
1st Class- B	\$63,511.72	\$20.61	1st Class- B	\$77,438.28	\$25.13
1st Class- A	\$66,052.19	\$21.44	1st Class- A	\$80,535.81	\$26.14
1st Class FF/EMT	\$69,239.21	\$22.47	1st Class FF/PM	\$84,421.66	\$27.40
Engineer/EMT			Engineer/PM		
1st Class- C	\$62,232.18	\$20.20	1st Class- C	\$75,878.16	\$24.62
1st Class- B	\$65,343.79	\$21.21	1st Class- B	\$78,913.29	\$25.61
1st Class- A	\$68,610.98	\$22.27	1st Class- A	\$82,069.82	\$26.63
1st Class EMT/Engineer	\$72,041.53	\$23.38	1st Class PM/Engineer	\$86,173.31	\$27.96

Lieutenant	Salary	Hourly	Battalion Chief	Salary	Hourly
3rd Class	\$75,669.91	\$24.56	3rd Class	\$87,596.79	\$28.43
2nd Class	\$79,453.41	\$25.78	2nd Class	\$90,224.69	\$29.28
1st Class- C	\$83,426.08	\$27.07	1st Class- D	\$92,931.43	\$30.16
1st Class- B	\$87,597.38	\$28.43	1st Class- C	\$95,719.38	\$31.06
1st Class- A	\$91,977.25	\$29.85	1st Class- B	\$98,590.96	\$31.99
1st Class	\$97,478.36	\$31.63	1st Class- A	\$101,548.69	\$32.95
			1st Class	\$106,194.54	\$34.46


 3/7/18

