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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: Firefighter/EMT, apprentice and journeyperson, Firefighter/Paramedic apprentice and journeyperson, Fire Line Lieutenants, and District Chiefs.

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

Chief of Fire Rescue, Deputy Chief, Division Chief of Administration, Fire Marshal, 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 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 City and the Union agree with the following as stated in Florida Statute 447: It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation. 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 otherwise 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 fourteen-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, except for 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 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 claiming 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.

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## 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 because 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

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**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 with the exception of hours paid at a higher (than premium) rate of pay. Pay day shall continue to be every two weeks.

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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 caps 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 and shall be completed in the approved system by both parties participating in the exchange. Tracking of the exchanged time shall be the responsibility of the bargaining unit members. All exchanged times, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee. All exchange of duties must be completed within 12 months unless extension granted by Fire Chief. There shall be no monetary compensation made between the parties agreeing to the swap (i.e.: You cannot pay someone to work for you). However, City shall incur no cost because of exchanges during the signed swap agreement times. Late call(s) or carryover that occurs after the agreed swap has been completed made shall be compensated accordingly.

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~~signed 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 only to ensure proper pay and to ensure WC coverage in the event of an injury. The Department is not responsible to resolve shift swap complaints between the individual parties.~~.~~

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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. In order for the emergency call back overtime to be compensated at double time, the mandatory overtime must be directly related to the disaster. (IE: During a pandemic, mandatory overtime for staffing at the Braves stadium will not be paid at double time, but mandatory overtime to cover a vaccination site will be paid at double time.)

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. 117; 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 if 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 minimum of four hours shall be compensated as follows:

| | |
|---|---|
| Journeyperson Firemedic or Engineer for Lieutenant | ~~$1.50 Per Hour Year 1, $1.75 Year 2,~~ $2.00 Per Hour ~~Year 3~~ |
| Lieutenant for District Chief | ~~$1.50 Per Hour Year 1, $1.75 Year 2,~~ $2.00 Per Hour ~~Year 3~~ |
| District Chief for Deputy Chief | City Policy shall apply |

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. In the event the duration of an employee's light duty assignment, due to worker's compensation, will be greater than 12 weeks, or 6 pay periods, the employees leave accruals shall be adjusted accordingly to be based on a 40-hour work schedule. This time frame may be extended if there is an issue with worker's compensation through agreement with Risk Management and the Fire Chief. For employees who are accommodated with a light duty assignment due to a personal injury their accruals will be adjusted immediately accordingly to be based on a 40-hour work schedule.

**Release to Duty Testing**
When an employee was out for more than 6 months and is released to a full duty status, the return to duty exam will be provided by a department selected vendor and evaluated using the NFPA 1582 standard. Example: Life scan

SECTION 10 OVERTIME LIST

The department shall continue to use the current electronic~~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 Policy~~S.O.G~~.117; 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.

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## 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:

| | Annual | Bi-Weekly | Max Bank |
|---|---|---|---|
| Years | Accruals | | |
| 0 to 4 | 380 | 14.6154 | 420 |
| 5 to 9 | 476 | 18.3077 | 516 |
| 10 to 14 | 524 | 20.1538 | 564 |
| 15 to 19 | 572 | 22.0000 | 612 |
| 20+ | 620 | 23.8462 | 660 |

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 more than the maximum bank, such time shall be forfeited except as approved for a state of emergency as described in Section 4 of this Article.

### SECTION 3 USE

Probationary (new hire) employees who are on active pay status shall accrue monthly PDO's that are only available for use as Unscheduled Leave (sick days) during the first six months of employment. After the completion of six months successful service, probationary 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 and in accordance with policy. Should a conflict occur regarding PDO's, the final decision will be made by the District 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 declared emergencies, the Fire Chief will approve a carryover of time for 90 days. 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. Any employee who is off new hire probation (12 months minimum) 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 remains in the bank.

B. Once per fiscal year, any employee who is off new hire probation (12 months minimum) shall upon request, be paid for up to 120 hours of accumulated PDO at time and one-half.

C. All requests to be paid for accumulated PDO shall be submitted electronically by no later than the 10th of the month that starts any quarter, Quarter 1 – October, November, and December, submitted by October 10; Quarter 2 – January, February, and March, submitted by January 10; Quarter 3 – April, May, and June, submitted by April 10; Quarter 4 – July, August, and September, submitted by July 10.

D. All payments will be made at the current rate of pay at time of payroll processing. 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 who is off new hire probation (12 months minimum) and works all scheduled hours during a calendar quarter without taking any unscheduled time off he/she will be granted 12 hours of additional PDO. Said employee is eligible as soon as completion of the first full calendar quarter being off new hire probation (12 months

minimum) is completed.

**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.116; 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. 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. No more than three (3) Personal Days shall be allowed for any 24-hour shift.

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**ARTICLE 6**
**MISCELLANEOUS LEAVES AND LIGHT DUTY**

SECTION 1 BEREAVEMENT AND FUNERAL LEAVE FOR SHIFT PERSONNEL

A. In the event of a death in an employee's immediate family, as defined by the City of North Port's Bereavement Leave policy, the employee will be permitted to take bereavement and funeral 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. Immediate Family Member is defined as: An Employee's current parent, child, sibling, spouse, fiancé, married domestic/cohabitating partner, grandparent, great-grandparent, grandchild, and an individual who legally served as employee's parent (in loco parentis).

B. In the event of the death of a more extended family member, qualified as employee's aunt, uncle, niece, or nephew, the employee is eligible for up to 1 shift (24 hours) for funeral leave or related service out of State and up to 12 hours in State; this benefit is not in addition to Section A.

C. Prior to receiving paid leave under this policy, employee must provide their District Chief documentation of the employee's attendance at the funeral or related service and their relationship to the deceased. The documentation can be newspaper obituary, funeral or service program, etc.

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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 Risk Management for such an assignment immediately following the visit to the doctor. Unwillingness to accept such an assignment where available as directed by Risk Management 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 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 workday 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 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's Family and Medical Leave policy. 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 because 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 to provide a light duty assignment. See Article 4 Section 9.

SECTION 6 RELEASE TO DUTY/RETURN TO WORK TESTING

When an employee is released to full duty status and was out for more than 6 months, the return to duty exam will be provided by a department selected vendor and evaluated using the NFPA 1582 standard. (Example: Life scan).

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**ARTICLE 7**
**EDUCATION**

EDUCATIONAL ASSISTANCE PROGRAM (NON-REQUIRED COURSES)

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The City of North Port believes strongly in the benefits of education. 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.

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**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. Time in grade for promotional seniority is hereby defined as length of continuous service after initial date of promotion, (PDO seniority shall be referenced in Article 5 Section 3). Time in grade seniority shall be used for station bidding and mandatory overtime. Time in grade seniority shall be used if a specific classification is needed for the overtime or station assignment. Time in grade seniority resets with each promotion. If two or more are promoted at once to the same classification, or equal seniority for mandatory OT or station bidding happens, Fire Department ID number shall be the deciding factor.

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 provide seniority rosters via electronic method to 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 based on 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.

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

SECTION 1 SALARY PLAN*

A. A comprehensive professional Development plan (PDP) provides clarification for how personnel advance through the program. The PDP and corresponding Pay Plan can be found in Appendix A, and Appendix B respectively.

* Salaries and associated pays in Appendix "A" are calculated and rounded to 4 decimals places and they are configured with an annual work cycle that has three shifts in a year that is not exactly divisible by 3; therefore they are approximate.

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## ARTICLE 10
## UNIFORM/CLEANING/SHOE ALLOWANCE

6/20/24

SECTION 1

All Bargaining Unit employees employed for the previous twelve months prior to October 1, shall receive an annual payment 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.

Every December – Annual payment = $500.00

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**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 workdays 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 paycheck 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 when deemed appropriate. The City further reserves the right to self-administer group health 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 tobacco and nicotine free fire service as supported by the Professional Fire Fighters of Florida. The department will be tobacco and nicotine free at and in all Fire Department facilities and vehicles in accordance with Florida Rule 69A-62.024.

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).

E. COVID-19 or any other pandemic causing sickness/illness (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 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. In matters that involve training, the employee may verbally request a meeting with the training officers through their immediate supervisor to allow for the discussion and resolution of 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 District Chief or training officer, if the grievance is training related, 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 District Chief may hold a

meeting with the grievant and the Steward. The District 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 District Chief shall state the reasons for the District 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 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.

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## 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.

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**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.

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**ARTICLE 16**
**REPRESENTATION**

6/20/24

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.

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**ARTICLE 17**
**UNION BUSINESS AND POOL TIME**

SECTION 1

A. Employees covered by this agreement shall contribute ~~five~~three (~~5~~3) hours of PDO credits toward the IAFF business pool account. These contributions shall initially be processed in November 2024. ~~These donations to the IAFF business pool time account will be processed during the month of October.~~

B. ~~B~~When ~~the~~ the IAFF business pool account falls below 175 hours, employees covered by this agreement will have three (3) hours deducted from their individual PDO accounts and those hours will be credited to the IAFF business pool account. (This process occurs during payroll processing so it is not immediate). Anytime hours are deducted in this manner, a notice will be sent to the IAFF District Vice President (DVP).

C. ~~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.

~~C.~~D. Employees that are not currently working full time regular duty are ineligible to donate additional time to the IAFF business pool time account.

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

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

B. If a scheduled PDO spot is not available, and utilization of IAFF business pool time will cause a need for OT coverage, the North Port District Vice President (DVP) may authorize IAFF business pool time for the employee on duty (Employee "A") at hour for hour at a straight rate, and also the employee that is called in for coverage at the matching rate of hour for hour at the covering employee's rate (Employee "B").Ex. If the covering employee (B) is on overtime, then the pool account would be deducted 1 and ½ hour for every hour covered. This authorization must come from the DVP in writing and be date and time specific with the employee name; this request shall be submitted to the appropriate District

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Chiefs and copied to the Deputy Chief of Ops. as far in advance as possible and before the next payroll is processed.

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SECTION 4

Union officials utilizing authorized pool time ~~shall not be~~are not 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. Account balance inquiries should be directed through Fire Administration to Finance/Payroll.

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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.

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**ARTICLE 18**
**MISCELLANEOUS**

6/20/24

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.

SECTION 3 DISTRICT ORDINANCE

For 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.

TA 7/11/24

**ARTICLE 19**
**PENSION PLAN**

7/11/24

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 with the exception of a negotiated change to the maximum duration of the DROP plan as reflected in SECTION 7 to offer a similar benefit to changes that occurred in FRS extending DROP duration maximum from 60 months to 96 months.**

The following changes in Section 7 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 contribution, the parties shall mutually agree to the reduction before any reduction is made.

## Section 7. Participation in the D.R.O.P.

Upon ratification of this agreement and subsequent Ordinance change, members in the 175 that are currently in the DROP or eligible for future participation in the DROP shall have their maximum DROP time participation benefit extended from 60 months to up to 96 months. Entrance into the DROP shall be in accordance with the plan description and rules governing the DROP eligibility; this negotiated change covers current DROP participants and future eligible DROP participants in the plan. Eligibility criteria for entrance into the DROP are not being changed. The pension ordinance change, which will be proposed by the pension board at the first eligible meeting following ratification of this contract, will retain the previous adopted pension benefit language along with incorporation of the extended DROP benefit reflected above for all pension plan members.

TA 7/11/24

**ARTICLE 20**
**EFFECTIVE DATE**

SECTION 1

This agreement shall be effective October 1, 2021~~4~~, 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, ~~2024~~2027. In accordance with Florida law, if a successor agreement has not been made by October 1, ~~2024~~2027, 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, ~~2024~~ 2027at the request of either party.

IN WITNESS WHEREOF, these parties hereto have set their hands this _____day of _____ 202~~4~~1

**FOR THE UNION**

By: _____

IAFF DVP

**CITY OF NORTH PORT, FLORIDA**

By:

_____

Mayor

_____

City Manager

_____

City's Chief Negotiator

**ATTEST:**

_____

City Clerk

Approved **as to form and correctness:**

_____

City Attorney

TA 7/11/24
7/11/24
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# Appendix A

## Firefighter Professional Development Plan

The intent of these promotional 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 received by the Training Division by September 1st of each year. Packets may be submitted with pending completions noted; those completions need to be received no later than September 14th.***

In addition to the requirements provided herein for promotion under each individual firefighter class (identified herein as Class 9 through Class 1, all levels of Firefighter classes must meet the minimum required months at pay classification before being eligible to promote/advance class (See Chart). Exception: If placed in class or promoted with more than 6 months remaining prior to the next October 1st AND candidate meets all requirements, then candidate is eligible to promote/advance Class.

All personnel meeting the requirements of the professional development plan (PDP) for their current position under the existing plan will advance to the next classification as indicated below on October 1. New Hires enter at a Class 9 and advance as required/indicated in the PDP unless they are granted credit in the apprenticeship program. If that occurs, the Training committee will place them in the PDP plan in a corresponding Class to the credit that was approved.

- All Probationary new hires as of October 1, 2024, will remain at Class 9 if ineligible to advance.
- Any FF's that do not meet their advancement requirements will have their pay frozen until they are eligible to advance/promote the the next classification. The following changes reflect advancements from positions held September 30 and the available advancement if PDP requirements are met.
- All Class 9 FF's that have met their advancement requirements will transition to Class 8.
- All Class 8 FF's that have met their advancement requirements will transition to Class 7.
- All Class 7 FF's that have met their advancement requirements will transition to Class 6.
- All Class 6 FF's that have met their advancement requirements will transition to Class 5.
- All Class 5 FF's that have met their advancement requirements will transition to Class 4.
- All Class 4 FF's that have met their advancement requirements will transition to Class 3.
- All Class 3 FF's that have met their advancement requirements will transition to Class 2.
- All Class 2 FF's that have met their advancement requirements will transition to Class 1.
- All Lieutenant Class 6 Officers that have met their advancement requirements will transition to LT 5.
- All Lieutenant Class 5 Officers that have met their advancement requirements will transition to LT 4.
- All Lieutenant Class 4Officers that have met their advancement requirements will transition to LT 3.
- All Lieutenant Class 3 Officers that have met their advancement requirements will transition to LT 2.
- All Lieutenant Class 2 Officers that have not met their advancement requirements will remain at LT 2.
- All Lieutenant Class 2Officers that have met their advancement requirements and are Paramedics will advance to LT 1.
- All Lieutenant Class 1 Officers will remain LT 1 if they meet all LT1 criteria.
- All District 7 Class Officers that have met their advancement requirements will transition to District 6.
- All District 6 Class Officers that have met their advancement requirements will transition to District 5.
- All District 5 Class Officers that have met their advancement requirements will transition to District 4.
- All District 4 Class Officers that have met their advancement requirements will transition to District 3.
- All District 3 Class Officers that have met their advancement requirements will transition to District 2.

- All District 2 Class Officers that are not Paramedics and/or have not met their advancement requirements will remain at District 2.
- All District 2 Class Officers that have met their advancement requirements and are Paramedics will transition to District 1.
- All District 1 Class Officers will remain District 1 if they meet all of the District 1 Advancement criteria.
- Any Apprentice that completes their Journeyperson requirements (Class 9, Class 8, Class 7, & Class 6), and passes the Journeyperson test, after 42 months in the program, may advance (April 1st or October 1st, whichever date comes next) to Class 5. (This incentivizes rewards, and allows personnel to proceed through the Journeyperson program at a faster rate if their time requirements have been met).

**A. Class 9 Firefighter**

**Requirements for: Class 9 Firefighter**

1. All new, entry level firefighters (unless specified herein) shall be referred to as **Class 9 Firefighter** for the purposes of this document for a period of one year from the date of hire or transition on October 1, 2024, and until successful completion of probationary period and eligibility to advance to a Class 8. 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. Class 9 Firefighters, Probationary Firefighters, and Probationary Recruits shall be considered at-will employees during the probationary period and are subject to termination without cause.

4. Class 9 Firefighters, 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. Class 9 Firefighters, 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 theTraining Division.

6. Failure to complete the requirements of a Class 9 Firefighter, Probationary Firefighters or a Probationary Recruit shall result in a limited and specified extension of probation or in separation/termination of employment. Class 9 Firefighters may work ahead on their mods if they have completed the Class 9 requirements.

**B. Class 8 Requirements:**

1. Completion of the 12-month probationary period and 6-12 months as a new Class 9.

2. Promotion to Class 8 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 Class 8 shall be based on all information Topics and Modules covered for the Probationary and Class 9 period.

4. Class 8 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 Class 7.

6. Failure to complete the requirements for Class 8 Firefighter shall result in a limited and specified extension of Class 8 Firefighter status or in termination of employment. Promotion to Class 7 Firefighter is required foremployment.

**C. Class 7 Requirements:**

1. Firefighters shall be required to complete 12 months as a Class 8 firefighter prior to being eligible to promote to Class 7.

2. Promotion to Class 7 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 Class 7 shall be based on all information Topics and Modules covered in the Probationary period and the Third-Class Firefighter Period.

4. Class 7 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. Class 6 Requirements:**

1. Firefighters shall be required to complete 12 months as a Class 7 Firefighter prior to being eligible topromote to Class 6

2. Promotion to Class 6 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 Class 6 shall be based on all information Topics and Modules covered.

4. Class 6 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 documentedannual 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 (Journeyperson Test) to advance to Class 5 Firefighter. The Class 5 Firefighter (Journeyperson) 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 Journeyperson test with an 80% or better shall result in the promotion to Class 5 Firefighter (Journeyperson). Personnel that transitioned in this contract may promote in advance of their required time limit one time to promote to Journeyperson (April 1 or October 1) so long as they meet the Department of Education time requirements and all other module and educational requirements along with successful completion of the testing process. Failure to complete the requirements to promote to Class 5 Firefighter shall result in a limited and specified extension of Class 6 Firefighter status or in termination of employment if the candidate is unable to complete the requirements and promote. Promotion to Class 5 Firefighter is required to continue employment as a Firefighter/EMT or Firefighter/Paramedic.

E. **Class 5 (Journeyperson) Requirements:**

- Firefighters shall be required to complete the Class Program requirements and the Journeyperson Examination to be promoted to Class 5 Firefighter.

- Class 5 Firefighters may promote to Engineer, (if there are available positions), after successful completion of a minimum of twelve months as a Class 5 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 Class 5 Firefighter
    - Completion of Engineer Task Book.
    - 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 achieve Engineer status. Class 5 Firefighters may continue to advance annually (after the initial 12 months) as outlined in the pay/progression plan to position max (Class 1) 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. Class 5 Firefighters must have completed all the classes as required and have been a Class 5 Firefighter for a minimum of 12 months before promoting to Engineer. Engineer Candidates must complete the Engineer Task Book. There will be a limited number of Engineer positions as determined by Operational need. Currently that number is 13 per shift; one primary and one back-up per station and one for the Tanker. Primary Engineers are primarily assigned to drive and be responsible for their assigned fire apparatus. Back-ups fill in for vacancies and will move stations to fill-in asneeded.

2. Class 5 Firefighters must pass a comprehensive written and practical examination to promote to Engineer. The test will be administered in August/September of each year, unless otherwise agreed upon by the Fire Chief and the DVP. Positions are be awarded by score. Promotional time in grade will apply for station bidding once ALL engineer positions have been filled (unless other operational needs dictate). Engineers may still be required to fulfill Journeyperson and paramedic staffing and may be placed on the ambulance for operational needs that can vary from staffing, precepting, evaluating, or any number of operational needs, but an engineer will drive the fire apparatus when possible. The Engineer test may be administered by an independent service provider or by the Training Division. All Engineers must pass a re-certification exam according to policy agreed on by the Fire Chief and Union every other year (biennially) to maintain their qualification as anEngineer.

3. Engineers must spend a minimum of 12 months in grade before advancing in pay. There are six pay levels for the Engineer (Category 1 through 6). Eligibility to advance further in Engineer pay will require completion of Courage to be Safe in Year 1 and ISO (Incident Safety Officer) certification in Year 6. Engineers also advance Firefighter Class annually as long as they meet the requirements under #4 below and successfully recertify biennially. Engineers can not collect FTO pay. FTO's pay and Engineer pay have been increased so an Engineer can still precept if wanted/needed. Paramedic Pay maximum for Engineers is $13,500 Annually for the duration of this CBA.

- Completion of RN4807 Courage to be Safe **and** ATPC6742/BFST6742 Florida Incident Safety Officer, and Task Book are required for State ISOCert.
- 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 website 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 DriverTraining.
- 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 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

5. Engineer Pay is added to Firefighter Classification Pay as follows (See Appendix B):
   - 1st Year Engineers receive $0.90/Hour.
   - 2nd Year Engineers receive $0.95/Hour.
   - 3rd Year (+) Engineers receive $1.00/Hour.
   - 4th Year Engineers receive $1.16/Hour
   - 5th Year Engineers receive $1.21/Hour
   - 6th Year Engineers receive $1.27/Hour
   - Pay Example- A Class 4 Firefighter ($70,422.20) that becomes an Engineer (1st Year $0.90/Hr.) in FY '25 would have an annual salary of $73,195.55 ($70,422.20 + $2,773.35) as a FF/EMT/Engineer. If this Firefighter is a Paramedic, the Paramedic Engineer pay of $13,500 would be added. Paramedics must fulfill at least 3 years as a PIC before transitioning to Engineer. (See 6. Paramedic Pay).
6. Paramedic Pay is added to Firefighter Classification Pay. Once Paramedics are cleared to Charge Medic Status, their precepting pay changes to Category 1 pay as reflected below. Advancement to the next category for charge paramedic occurs on October 1st of each year (with the exception of Engineer /PM). All medics will be slotted into the new Paramedic scale .
   - As of Sept 30, 2024 Medics in the "Current" Year of the Medic scale will be slotted to the new Category as follows (Follow Color Coding) except if they are still precepting. Paramedics that are precepting will remain at precepting pay stated below the chart:

| Paramedic Pay Equivalency | | | | | |
|---|---|---|---|---|---|
| Current FY 2024 | | FY 25 | | Increase | |
| Year 9 | $ 15,865.66 | Year /Category 7 | $ 17,000.00 | $ | 1,134.34 |
| Year 8 | $ 15,182.45 | Year / Category 7 | $ 17,000.00 | $ | 1,817.55 |
| Year 7 | $ 14,483.62 | Year / Category 6 | $ 16,000.00 | $ | 1,516.38 |
| Year 6 | $ 13,926.56 | Year /Category 5 | $ 15,000.00 | $ | 1,073.44 |
| Year 5 | $13,390.92 | Year /Category 4 | $ 14,500.00 | $ | 1,109.08 |
| Year 4 | $12,753.25 | Year /Category 3 | $ 14,000.00 | $ | 1,246.75 |
| Year 3 | $12,145.96 | Year /Category 3 | $ 14,000.00 | $ | 1,854.04 |
| Year 2 | $11,351.36 | Year/Category 1 | $ 13,000.00 | $ | 1,648.64 |
| Year 1 | $ 10,608.75 | Year/Category 1 | $ 13,000.00 | $ | 2,391.25 |

   - Going forward for the remainder of the CBA, Paramedics will advance annually on October 1st (2025) from where they were slotted the previous year and new hires will begin in the scale below. The EMS Division can consider previous experience of New Hires to be placed in the Paramedic scale much like some previous fire experience can be considered for placement in the Apprenticeship program. New Paramedic Category pay for all 9 categories.
     - Hire Date/State Certification and Precepting= $10,608.75
     - Engineer/Paramedic Max $13,500 Annual
     - Category 1 Paramedic - $13,000 Annual
     - Category 2 Paramedic - $ 13,500 Annual
     - Category 3 Paramedic - $14,000 Annual
     - Category 4 Paramedic - $14,500 Annual
     - Category 5 Paramedic - $15,000 Annual
     - Category 6 Paramedic - $16,000 Annual
     - Category 7 Paramedic - $18,000 Annual
     - Category 8Paramedic - $19,000 Annual
     - Category 9 Paramedic - $20,000 Annual

**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 except as specified for Journeyperson (Class 5) which may also occur the first pay period in April if all requirements are met as described herein and approved by the Fire Training Officer.
- 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.

**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. Engineer pay, FTO pay, and Paramedic pay (Year 1-9) are not available once promoted to Lieutenant.

1. All Lieutenant will spend a minimum of a 12-month probationary period. If at the time of promotion, candidates are making more than Lieutenant Class 6, they will be given a minimum of 5% increase as per City Policy and slotted into the corresponding class at that dollar amount or the lowest Class Category to Advance to, whichever is the greater benefit.

2. 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.

3. Florida Certification as an Incident Safety Officer is required before advancing to Lieutenant 4 or advancing beyond higher slotted position (Any of the three awarded certifications for safety Officer as referenced on the State Fire College website areacceptable).

4. 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.

5. 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 2 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 or possess a Bachelors Degree from an accredited institution in an industry related field as approved by the Florida State Fire College. 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. The Department will continue to evaluate and add other compatible programs for consideration as approved by Labor and Management. A Master's degree that is work related would also fulfill this portion of the requirement to advance.

8. Lieutenants must be Paramedic certified to advance to Lieutenant 1 Class (Position Max). The Department will not cover/sponsor time for Lieutenants or Shift District Chiefs to attend Paramedic School.

9. It is the intent of the organization to require anyone desiring to promote to the rank of LT. after 10/01/2028 will have to be a certified Paramedic.

**F. District Chief** - The requirements to promote to District 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 Shift District Chiefs that have been promoted or are being promoted.

1. All District Chiefs will spend a minimum of a 12-month probationary period upon promotion. If at the time of promotion, candidates are making more than District Chief 7, 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 District 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 or possess a Bachelors Degree from an accredited institution in an industry related field as approved by the Florida State Fire College is required to advance to District Chief 2 (ESLI series substituted if candidate used FO accreditation at the Lieutenant level to advance. A Master's degree that is work related would also fulfill this portion of the requirement for advancement. The Department will continue to evaluate and add other compatible programs for consideration as approved by Labor and Management.

6. District Chiefs must be Paramedic certified to advance to District Chief 1 (Position Max). The Department will not cover time for Lieutenants or District Chiefs to attend Paramedic School.

## Appendix A

**Advancement Policy for Lieutenants and District Chiefs**

- 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 otherwisespecified.
- 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. 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 of his designee. FTO's can be Engineers and Engineers can be FTO's but they can not collect pay for both. We recognize the primary job of an Engineer is to operate fire apparatus and the primary job for an EMS FTO is to educate, mentor, and precept new paramedics. If someone want to do both the pay scale allows it moving forward without penalty. Topped out Engineers in the current CBA will go to Engineer 4 which is equivalent to FY 2025 FTO pay and those scales advance together over the three years of the contract.
  Incentive pay for the EMS Field Training Officers that are selected will start in the first year at an hourly rate of $1.17 per hour and advance per Appendix "B". Payroll change notices will occur as needed and be added or discontinued quarterly as indicated. There will be a maximum of six 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, QA/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. EMS FTO's will primarily conduct their assignments on their shift unless they are teaching a class for the Training Division.
- 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

## Appendix A

- Incentive pay for TRT members that are selected and approved will be paid at an hourly rate of $0.78 per hour. **Approved/Rostered** TRT Members that carry all five disciplines of Technical Rescue (as currently approved- 3 Operational level and two Technician level) will receive TRT incentive pay ($0.78/Hour). To be eligible, Team members must show documentation of training for a minimum of eight hours in each discipline annually. The 8-hour refresher training for each discipline will be conducted in house with the Team and or as directed/approved by the Training Division and the TRT Team Leader.. There will be a maximum of 12 members per shift with a goal of 8 minimum on duty at any time once we are closer to max staffing.
- Management may remove members from the Team if they are not proficient in their skills.
- Members will be evaluated and tested to ensure proficiency; those not meeting expectations of the TRT Officers and/or Team Leader will be removed from the team roster and their TRT pay will be removed.
- 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 city longevity pay incentive program, pursuant to the rules enacted by the City Commission.
- Firefighter/Paramedics in any category (Engineer, Lieutenant, Shift District Chief) are not eligible to demote to FF/EMT without authorization and approval by the Fire Chief and or designee.

## Miscellaneous

- Paramedics will receive Precepting pay (see Appendix "B") 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 12-15 months maximum from hire date, (or State Certification for recruit s or current employees that we sent to school) will be considered for separation or re- classification.

Appendix "B"

TA 7/11/24

7/11/24

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Firefighter | | Hourly Rate | $ 16.58 | $ 17.74 | $ 18.98 | $ 19.93 | $ 20.93 | $ 21.76 | $ 22.64 | $ 23.73 | $ 25.41 | | |
| | | Salary (FY 24) | $ 51,090.57 | $ 54,666.92 | $ 58,493.60 | $ 61,418.28 | $ 64,489.19 | $ 67,068.76 | $ 69,751.51 | $ 73,117.02 | $ 78,296.62 | | |
| | | Class | Class 9 | Class 8 | Class 7 | Class 6 | Class 5 | Class 4 | Class 3 | Class 2 | Class 1 | | |
| | | Salary 2025 | $ 56,199.63 | $ 57,946.93 | $ 61,418.28 | $ 64,489.19 | $ 67,713.65 | $ 70,422.20 | $ 73,239.08 | $ 76,772.87 | $ 82,211.45 | | |
| | | Salary 2026 | $ 59,009.61 | $ 60,844.28 | $ 63,260.83 | $ 66,423.87 | $ 69,745.06 | $ 72,534.86 | $ 75,436.26 | $ 80,611.52 | $ 86,322.02 | | |
| | | Salary 2027 | $ 61,960.09 | $ 62,669.61 | $ 65,158.65 | $ 68,416.59 | $ 71,837.41 | $ 74,710.91 | $ 77,699.34 | $ 83,835.98 | $ 90,638.13 | | |
| | | | | | | | | | Topped Medics | | | | |
| Add ons | | | | | | | | | 2025 | 2026 | 2027 | | |
| | | Category | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | PM/Engineer | Precepting |
| | Paramedic | Annual | $ 13,000.00 | $ 13,500.00 | $ 14,000.00 | $ 14,500.00 | $ 15,000.00 | $ 16,000.00 | $ 18,000.00 | $ 19,000.00 | $ 20,000.00 | $ 13,500.00 | $ 10,608.75 |
| | | Hourly | $ 4.2187 | $ 4.3810 | $ 4.5432 | $ 4.7055 | $ 4.8678 | $ 5.1923 | $ 5.8413 | $ 6.1658 | $ 6.4903 | | |
| | | Annual | $ 2,773.35 | $ 2,927.43 | $ 3,081.50 | $3,574.54 | $3,728.62 | $3,913.51 | | | | | |
| | Engineer | Hourly | $ 0.90 | $ 0.95 | $ 1.00 | $1.16 | $1.21 | $1.2700 | | | | | |
| | | | No Change | 2026 | 2027 | ENG 3 in FY 24 moves to ENG 4 in FY 25 | | | | | | | |
| | TRT | Annual | $ 2,403.57 | $ 2,403.57 | $ 2,403.57 | | | | | | | | |
| | | Hourly | $ 0.78 | $ 0.78 | $ 0.78 | | | | | | | | |
| | FTO | Annual | $ 3,605.36 | $3,728.62 | $3,913.51 | | You can not collect Engineer and FTO pay- one or the other | | | | | | |
| | | Hourly | $ 1.17 | $1.21 | $1.27 | | | | | | | | |
| Lieutenant | | Hourly Rate | $ 25.9315 | $ 27.2281 | $ 28.5895 | $ 30.0189 | $ 32.6090 | $ 34.5594 | | | | | |
| | | Salary (FY 24) | $ 79,907.88 | $ 83,903.28 | $ 88,098.44 | $ 92,503.36 | $ 100,484.71 | $ 106,494.65 | | | | | |
| | | Class | LT 6 | LT 5 | LT 4 | LT 3 | LT 2 | LT 1 | | | | | |
| | | Salary 2025 | $ 87,099.59 | $ 91,454.57 | $ 96,027.30 | $ 100,828.66 | $ 109,528.33 | $ 116,079.16 | | | | | |
| | | Salary 2026 | $ 90,583.57 | $ 95,112.76 | $ 99,868.39 | $ 104,861.81 | $ 113,909.47 | $ 121,883.12 | | | | | |
| | | Salary 2027 | $ 93,754.00 | $ 98,441.70 | $ 103,363.79 | $ 108,531.97 | $ 117,896.30 | $ 127,367.86 | | | | | |
| Shift Commander | | Hourly Rate | $ 29.7252 | $ 30.6169 | $ 31.5354 | $ 32.4815 | $ 33.4559 | $ 36.0024 | $ 37.6495 | | | | |
| | | Salary (FY 24) | $ 91,598.07 | $ 94,346.01 | $ 97,176.39 | $ 100,091.69 | $ 103,094.43 | $ 110,941.46 | $ 116,017.03 | | | | |
| | | Class | District 7 | District 6 | District 5 | District 4 | District 3 | District 2 | District 1 | | | | |
| | | Salary 2025 | $ 98,009.93 | $ 100,950.23 | $ 103,978.73 | $ 107,098.10 | $ 110,311.05 | $ 118,707.36 | $ 125,298.39 | | | | |
| | | Salary 2026 | $ 104,870.63 | $ 108,016.74 | $ 111,257.25 | $ 114,594.97 | $ 118,032.82 | $ 127,016.88 | $ 135,322.26 | | | | |
| | | Salary 2027 | $ 112,211.57 | $ 115,577.92 | $ 119,045.25 | $ 122,616.62 | $ 126,295.12 | $ 135,908.06 | $ 146,148.05 | | | | |

**Paramedic Pay Equivalency**

| Current | | | FY 25 | | | Difference |
|---|---|---|---|---|---|---|
| Year 8 | $ 15,182.45 | | Year 7 | $ 17,000.00 | | $ 1,817.55 |
| Year 7 | $ 14,483.62 | | Year 6 | $ 16,000.00 | | $ 1,516.38 |
| Year 6 | $ 13,926.56 | | Year 5 | $ 15,000.00 | | $ 1,073.44 |
| Year 5 | $13,390.92 | | Year 4 | $ 14,500.00 | | $ 1,109.08 |
| Year 4 | $12,753.25 | | Year 3 | $ 14,000.00 | | $ 1,246.75 |
| Year 3 | $12,145.96 | | Year 3 | $ 14,000.00 | | $ 1,854.04 |
| Year 2 | $11,351.36 | | Year 1 | $ 13,000.00 | | $ 1,648.64 |
| Year 1 | $ 10,608.75 | | Year 1 | $ 13,000.00 | | $ 2,391.25 |
| | | | Precepting | $ 10,608.75 | | |