

CONTRACT BETWEEN
CITY OF NAPLES
AND
PROFESSIONAL FIREFIGHTERS OF NAPLES
IAFF
LOCAL 2174

OCTOBER 1, 2005 8
THROUGH
SEPTEMBER 30, 2008 11

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AGREEMENT

THIS AGREEMENT entered into this 1st day of October, 2005 **8** by and among the City of Naples, hereinafter referred to collectively as the "City," and the Professional Firefighters of Naples, IAFF, Local 2174, hereinafter referred to as "Union."

WITNESSETH;

WHEREAS, this Agreement reduces to writing the understandings of the City and the Union to comply with the requirements contained in Chapter 447, Florida Statutes, as amended, 1974 and 1977, and;

WHEREAS, this Agreement is entered into to promote a harmonious relationship between the Union and the City to encourage more effective employee service in the public interest, and;

WHEREAS, the Union understands that the City is engaged in furnishing essential public service which affect the health, safety and welfare of the general public and the Union recognizes the need to provide continuous and reliable service to the public.

ARTICLE I

NON-DISCRIMINATION

- 1.01 Nothing in this Agreement shall prevent compliance with applicable governmental laws or lawful regulations including laws prohibiting discrimination on the basis of race, creed, religion, color, age, national origin, sex, non-job related disability as according to State law, or Federal Law. The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the Union, withdraw from membership in the Union, or refrain from becoming a member in the Union. There shall be no discrimination against any employee covered by this Agreement by reason of Union membership or activity, or lack of Union membership or activity.
- 1.02 All reference in this contract to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 2

UNION RECOGNITION

2.01 Recognition: In accordance with applicable law the City recognizes the Union, the Professional Firefighters of Naples, IAFF Local 2174, (Union) as the exclusive bargaining representative for the purpose of negotiating wages, hours and other terms and conditions of employment of bargaining unit employees including all the public employees the Union has been certified by PERC to represent, according to Certification #1371 and #1372, issued September 12, 2002.

2.02 Union Merger: Should Local 2174 merge into another IAFF local union, or be succeeded by another IAFF local union, and such action is approved by PERC without the need for an evidentiary hearing, and such local is certified by PERC to represent bargaining unit employees, then the City will recognize such other local union and honor this agreement without interruption.

ARTICLE 3

DUES CHECK-OFF

- 3.01 The City agrees to deduct once each pay period, the Union Dues of said employees who individually and voluntarily certify in writing on the prescribed Due Permit form (Appendix A), that they authorize such deductions. No authorization shall be allowed for payment of initiation fee, assessment, political party or political action contributions or fines. The Secretary of the Union will notify the City of any subsequent change in the amount of the Dues to be deducted, and will so certify. Any change in the amount of the Union's dues would be effective in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments.
- 3.02 The City will deduct a monthly amount of \$5.00 to cover administrative costs associated with Union dues' collection and remittance to the Union Treasurer.
- 3.03 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of Union dues.
- 3.04 Any employee may withdraw his membership in the Union upon written request and thirty (30) days' notice to the City and Union.

APPENDIX A -Authorization Form for Payroll Deduction of Dues:

By: _____

To: _____

Effective: _____

I hereby request and authorize you to deduct from my earnings once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall remain in effect, unless and until I give written notice by certified or registered mail of my desire to revoke this authorization to you and to the Union, in which event this authorization shall expire thirty (30) days subsequent to your receipt and the Union's receipt of said revocation.

Treasurer's Signature _____
Signed _____
Address _____

ARTICLE 4

STRIKES AND LOCKOUTS

4.01 The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes. There will be no strikes, work stoppage, picketing in furtherance of a work stoppage, ~~non-informational picketing~~, slowdowns, boycotts, or failure or refusal to perform assigned work by the employees or the Union, and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations. Any employee who participates in or promotes a strike, work stoppage, picketing in furtherance of a work stoppage, ~~non-informational picket line~~, slowdown, boycott, or failure or refusal to perform assigned work shall be subject to disciplinary action, up to and including termination of employment.

4.02 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the City shall be entitled to seek and maintain immediate injunctive relief. Provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if it can show that neither the Union nor any of its officers instigated, authorized, condoned, sanctioned, or ratified such action, and further, that the Union and its officers have used every reasonable means to prevent or terminate such action.

4.03 Union Responses: The Union agrees that in any event of any strike, work stoppage, picketing in furtherance of a work stoppage, ~~non-informational picketing~~, or interference with the operation of the City, the Union President and Vice-President shall promptly and publicly disavow such strike and work stoppage and order the employees engaged in such activity to return to work.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects. The powers or authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. Such rights of the City, through its management officials, shall include but shall not be limited to, the right to determine the organization and efficiency of operations of the City; to set standards of service to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work; to establish, modify, combine or abolish job pay positions, to change or eliminate existing methods of operation, equipment or facilities; and to change existing or established reasonable rules and policies not in direct conflict with the provisions of this Agreement.
- 5.02 The City has the sole authority to determine the purpose and mission of the

City to prepare and submit budgets to be adopted by the City Council.

5.03 Those managerial functions, prerogatives and policy-making rights specified in this Article are not in any way subject to any grievance procedure.

5.04 If, in the sole discretion of the Mayor, it is determined that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, except for wage articles and grievance procedure.

ARTICLE 6

UNION STEWARDS AND REPRESENTATIVES

- 6.01 The Union agrees that there shall be no solicitation for membership in the Union, signing up of members, collection of any fees, dues or assessments, meetings, or other business activities of the Union while on duty. Union members may discuss Union affairs, while on duty, in non-work areas and during non-work hours such as lunch breaks and after 1700 hours.
- 6.02 A complete list of Union Representatives shall be furnished to the City and any changes of these shall be promptly reported in writing to the City before the Representative can accomplish any duties.
- 6.03 It is understood that an employee functioning as a Union Representative has productive work to perform and will not leave the job during work hours, except after properly requesting and receiving proper authorization from the Deputy Chief or designee and only after stating what Union duties are to be performed. If in the opinion of the Deputy Chief or designee, the above-mentioned persons are taking unreasonable time to conduct such business, the City shall have the right to require the Union representative to return to his productive City work. Examples of duties as applied in this section are the investigation of a grievance, formal disciplinary actions, alleged safety violations, and contract related discussions with the City.
- 6.04 Rules and Regulations: Union Representatives are subject to all City Rules and Regulations pertaining to the conduct of City employees. The City agrees to provide Bargaining Unit members with City Rules and

Regulations and any amendments thereto.

- 6.05 The Union will be allowed to use the City inter or intra department mail. The City cannot be held responsible for items lost in the inter or intra departmental mail.
- 6.06 Bargaining Unit members will not be permitted to wear Union identification on any official Fire Department uniform.
- 6.07 For all meetings with management in regard to collective bargaining negotiations, the City and Union shall schedule said meetings at times to ensure at least a majority of members of both sides may be present.
- 6.08 Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union, while off duty or engaged in City authorized Union activity to present the views of the Union on issues which affect the welfare of its members, as long as they are clearly presented as views of the Union, not necessarily of the City, and are presented in respectful and professional demeanor and words.

ARTICLE 7

SENIORITY

7.01 City-wide seniority is defined as the length of employment with the City. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment. The City-wide seniority shall apply to accrual of all benefits which are based on seniority.

7.02 Departmental Seniority: Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

7.03 Classification Seniority: Classification seniority is defined as the length of employment within a particular classification.

7.04 Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

Seniority shall be broken when an employee:

- a. Terminates voluntarily, or
- b. Is discharged for just cause.

Seniority shall not be accrued when an employee:

- a. Exceeds an authorized thirty (30) day leave of absence unless a longer period of time is approved by the Chief of Department, or
- b. Is given disciplinary suspension in excess of thirty (30) days.

7.05 In the event of layoff for any reason, employees shall be laid off in order of

reverse seniority (i.e. junior to senior employee). The City physician shall certify laid off employees as physically fit or unfit for duty as the effective date of the layoff.

7.06 The recall provision shall be based on seniority and the employee's ability to meet minimum qualifications of the position of Firefighter as established by the City of Naples* and the State of Florida**.

***City of Naples**

- Oral Board Interview
- Physical Agility Exam
- Driving Background Check
- Employment History Check (for the time of layoff)
- Criminal History Check
- Medical physical to include drug screen (if layoff is more than 90 days)

****Division of State Fire Marshal**

- Firefighters Standards and Training

~~7.06~~ Recalled employees must be able to meet the Division of State Fire Marshal Firefighter Standards and Training for reinstatement.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.01 In a mutual effort to provide harmonious working relations between the parties of this Contract, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievance between the parties arising from any alleged violation of the specified terms of this Contract.
- 8.02 Definition: A grievance within the meaning of this contract shall consist of disputes about interpretations and applications of particular clauses of this Contract, alleged violations of this Contract and disputes over formal disciplinary action.
- 8.03 Employees shall have the option of utilizing the City's grievance procedure or this grievance procedure, but not both. Furthermore, once a grievance has been initiated under the selected procedure, it shall be continued until final resolution under that procedure and the employee will have waived any right to proceed under the other procedure. Discussions for the purpose of settling differences in the simplest and most direct manner are encouraged and may be utilized with the direct supervisor.
- 8.04 Grievances shall be processed in accordance with the following procedures:
- Step 1: The grievant shall present in writing his grievance to their Battalion Chief, Deputy Fire Chief or their designee within fifteen (15) calendar days from the time the employee would have had knowledge of the subject of the grievance. The Deputy Fire Chief shall schedule a meeting with the Battalion Chief and the grievant within seven (7) days. The grievant or the supervisor may request that a Union steward or local

Union representative be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. If the matter is not resolved, the Deputy Fire Chief shall reach a decision and communicate that decision in writing, to the grievant within seven (7) calendar days from the date the grievance was presented to him.

Step 2: If the grievance is not settled at the first step, the grievant, within seven (7) calendar days of the answer in the first step, shall present it to the Chief of ~~PESD~~ NPFD. The Chief shall investigate the alleged grievance and shall within seven (7) calendar days of receipt of the written grievance, conduct a meeting between himself, his representative, and the grievant. The grievant or the Chief may request that a Union steward or local Union representative be present. Chief shall notify the aggrieved employee in writing of his decision not later than seven (7) calendar days following the meeting date.

Step 3: If the grievant does not settle his grievance, he shall within seven (7) calendar days, present the written grievance to the City Manager or his designee. The City Manager or his designee shall investigate the alleged grievance and shall, within seven (7) calendar days following receipt of the written grievance, conduct a meeting between the Human Resource Director/designee, appropriate department personnel, and the grievant. The grievant or the City Manager/Designee may request that a Union steward or local Union representative be present. The City Manager or his designee shall notify the aggrieved employee in writing of his decision not later than seven (7) calendar days following the meeting date.

Step 4: If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration in writing to the office of the Human Resources Director no later than seven (7) calendar days after the response is due in Step 3 of the grievance procedure. The parties to this Contract will mutually agree, or attempt to, on an independent arbitrator within seven (7) calendar days from the date that grievance was rejected at the Third Step. If this cannot be agreed upon, the parties may request an impartial neutral from the Federal Mediation and Conciliation Board. The parties shall select an arbitrator within twenty (20) days from the time names are submitted by the Federal Mediation and Conciliation Board.

- 8.05 It should be noted that nothing contained in this Article shall prevent any employee covered by this Contract from processing his own grievance unassisted through the Grievance Procedure. As a Certified employee organization, IAFF Local 2174 shall not be required to process grievances for employees who are not members of the organization in accordance with Florida State Statute 447.
- 8.06 Nothing in this part shall be construed to prevent any public employee from presenting, at any time, his own grievances, in person or by legal counsel, to his public employer and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- 8.07 The arbitration shall be conducted under the rules set forth in this Contract. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to enforce compliance with the terms and conditions of the Contract.
- 8.08 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Contract or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Contract.
- 8.09 The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him and

which question must be actual and existing.

8.10 Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Contract, shall be furnished to both parties within twenty (20) days of the hearing and shall be final and binding upon both parties. It is contemplated that the City and the employee shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance presented in Step One of the Grievance Procedure.

8.11 Each party shall bear the expense of its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

8.12 The times indicated on all steps may be extended by mutual agreement.

8.13 When a grievance is reduced in writing, there shall be set forth therein:

- (1) A complete statement of the grievance and facts upon which it is based;
- (2) The section or sections of this Contract that are alleged to have been violated, and
- (3) The remedy or correction requested.

8.14 A grievance not advanced to the higher step within the time limit provided

shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

8.15 In settlement of any grievance resulting in retroactive adjustment, such adjustment shall not be made retroactive any further than the date of the action giving rise to the grievance.

8.16 The Union may file a class grievance on behalf of a group of bargaining unit employees but not individuals.

8.17 The grievance meeting with the employee, at each step below the City Manager, shall be held within seven (7) calendar days. Any non-compliance with the aforesaid time requirements shall be cause for the employee to advance to the next higher step.

8.18 Employees filing a grievance shall have the right, at any level, to be represented by counsel at their own expense, provide information, witnesses, and/or evidence in their behalf, and question the City's witnesses.

ARTICLE 9

BULLETIN BOARDS

- 9.01 The Union shall be authorized partial use of suitable bulletin boards at locations designated by the City, including appropriate space on the existing board in Administration offices. The Union may, at its own expense, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location.
- 9.02 The Union agrees that it shall only use space on bulletin boards described above for the following purposes:
1. Notice of Union meetings
 2. Union elections
 3. Reports of Union Committees
 4. Recreational and Social Affairs of the Union
 5. Minutes of Union Meetings
 6. Other documents approved in advance by the Chief. Evidence of Chief approval is his initials on the documents posted.
- 9.03 If there is abuse of the use of the Union bulletin boards, the Chief may, at his discretion, henceforth require that all material to be posted be subject to his review for compliance with this Article prior to any posting.
- 9.04 Any costs incidental to the preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from bulletin boards and for maintaining such bulletin boards in orderly fashion.

ARTICLE 10

BASIC WORK WEEK AND OVERTIME COMPENSATION

- 10.01 The average work cycle for Bargaining Unit members will be as follows:
1. Operational Personnel – The FLSA schedule shall consist of 53 hours per week, based on a 21 day cycle totaling 159 hours, at straight time in accordance with Section 7K of the Fair Labor Standards Act. Bargaining Unit members work schedule shall consist of periods of 24 hours on duty, starting at 0800 followed by 48 hours off duty. Bargaining Unit members shall be scheduled 24 hours off duty (a Kelly Day) every 14th shift. The hourly rate shall be calculated on a 52 hour work week.
 2. Fire Prevention Personnel - The work schedule shall consist of five (5) eight (8) hour shifts per 40 hour workweek with two (2) consecutive days off. Exceptions may be made by the Chief or designee in special situations.
- 10.02
1. Operational Personnel - All time worked in excess of 159 hours in the 21 day FLSA schedule shall be compensated at the rate of one and one-half times the regular rate of the employee's salary. Vacation and sick leave are not considered time worked in accordance with City policy. Kelly days and Administrative Leave will count as time worked in calculating for overtime purposes.
 2. Fire Prevention Personnel – All time worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-

half (1½) times the Bargaining Unit member's regular rate of pay.

Overtime will be paid for working ten of fifteen minutes of each quarter hour.

10.03 Overtime compensation shall not be granted for instances where individual employees mutually agree to swap work days.

10.04 Assignment of Overtime: The City reserves the right to schedule compulsory overtime when necessary to complete the mission of the Fire Department. Overtime will be administered in a way deemed equitable as defined in the current Fire Department Rules and Regulations.

1. Assigning the overtime in as equitable a manner as practical; and
2. Avoiding, when possible, conflict with off-duty plans and commitments already scheduled by the employee.

Overtime work, unless herein excluded, will be assigned on a rotating basis among those able to do the work. The current rotation list will be maintained and administered as follows:

Names will be placed on the back of the rotation list each time a Bargaining Unit member works overtime. A Bargaining Unit member's name will not be rotated if there is no direct contact made.

Provisions of this Section shall not apply to general callback or when a special skill or training is required. In those cases overtime will be assigned at the discretion of the Chief.

10.05 The City agrees that the regular schedule of firefighters will be up to a 52 hour week and will be 24 hours on duty, and 48 hours off duty. Kelly days will be selected using the same process as vacation to take every six (6)

weeks. The selection process shall begin with the most senior Lieutenant and proceed to the Lieutenant with the least amount of seniority. After the Lieutenants have selected their Kelly Day schedules, the most senior Firefighter, proceeding to the Firefighter with the least amount of seniority shall select their Kelly Day schedule. The Kelly day will be the same in the six week rotation and cannot be carried over, or accrued.

- 10.06 The City agrees to give ninety (90) calendar days notice prior to re-assigning firefighters from the Bureau of Operations to the Bureau of Fire Prevention for training purposes. An employee may waive the notice requirement.
- 10.07 The City will provide 72 hours notice to Firefighters prior to regular shift reassignment unless emergency situations warrant otherwise.
- 10.08 In an effort to provide consistent bi-weekly paychecks, the City shall continue its current practice of averaging straight time worked each week.
- 10.09 Any compulsory additional hours, shifts, or portions of shifts worked will be compensated at the time and one-half (1½) rate of pay.
- 10.10 Any Bargaining Unit member who works compulsory overtime on his/her Kelly Day will be compensated at the double time and one-half (2½) rate of pay.

ARTICLE 11

TIME EXCHANGES

11.01 Employees shall be able to trade any amount of time with other employees as long as they share the same classification, or with exceptions approved by a Battalion Chief. All trades shall be approved or disapproved at the Battalion Chief level with a minimum of twenty-four hours notice. Employee shall have the right to request a trade no more than 90 days in advance. The request shall be returned back within ten (10) days. Exceptions to this may be made on a case by case basis by the Battalion Chief.

11.02 The exchanging of time between Operational Bureau Members working different shifts may be permitted in keeping with the provisions of that section. Those eligible for exchanges will be Operational Shift Personnel.

The exchanging of time is a privilege, not a right.

Exchanging privileges will not be extended to:

- Personnel on probation
- Personnel under disciplinary action
- Personnel whose performance has been evaluated as "needs improvement" or "unsatisfactory"

The Deputy Chief of the Fire Operations Bureau may make exceptions upon review of the particular circumstances of a case.

11.03 Bargaining Unit members owing time to other members as a result of a trade will repay this obligation.

The member approved for time off by the process of arranging exchanges

shall not be held responsible for the period of time in question. The member agreeing to work the exchange will be responsible for filling the position. If the member fails to report for duty the member agreeing to the exchange may be disciplined.

11.04 Should the member agreeing to the exchange become sick, under conditions of Article 15, the member shall make a reasonable attempt to secure a replacement. In the event a replacement cannot be secured, the member will be charged with the appropriate vacation hours, unless the sick leave is for an approved FMLA or Worker's Compensation Claim.

ARTICLE 12

TIME POOL

- 12.01 Each employee may contribute up to one (1) shift (24 hours for fire prevention personnel) of vacation to the Union Time Pool. The Union may use this time at its discretion upon prior approval of the Chief or his designee. The Union president will notify the Chief or his designee at least twenty four (24) hours in advance in writing of the date time will be taken. In emergencies, notification time may be waived with the approval of the Chief. However, in all cases the Chief or his designee may withhold approval if adequate personnel are not available to maintain services.
- 12.02 Contributions to the Union time pool may be made each quarter based on the City's fiscal year, (i.e. October 1, January 1, April 1, and July 1).

ARTICLE 13

CALL BACK PAY

- 13.01 Definition: Call back pay shall be the amount of compensation for employees required to return to work to alleviate an emergency situation requiring manpower and/or equipment beyond the normal work shift.
- 13.02 All employees, including forty (40) hour employees, covered by the terms of this agreement, who are called back to work from off duty, shall be paid a minimum of two (2) hours at the employee's existing overtime rate.
- 13.03 Call back pay shall commence upon notification. In the event an employee receives a cancellation notice and chooses not to respond to the call back, no compensation shall be paid as per Section 13.02. In the event an employee is in route and arrives at the station or work site after receiving a cancellation notice, the employee shall be paid as per Section 13.02. The employee will not be required to remain at the station or work site if their presence is no longer needed.

ARTICLE 14

WORKING OUT-OF-CLASSIFICATION

- 14.01 An employee shall receive a pay increase for each hour when he works in a Firefighter in charge of Rescue, Driver Engineer, Fire Lieutenant or Battalion Chief position. A Firefighter, who has completed six months of employment, and is a Florida State certified E.M.T. or paramedic, and receives the recommendation of the Company Officer and approval of the shift Battalion Chief, may work out of class as a Firefighter in charge of rescue. For the Firefighters or Lieutenants working out of class as a Lieutenant or Battalion Chief, the increase will be to the entry rate of the job classification in which the employee is working, or eleven percent (11%), whichever is greater. Firefighters working out of class as Driver Engineer or Firefighter in charge of Rescue will be compensated at an hourly rate equivalent to their current step in the applicable Driver Engineer schedule. The Chief or designee shall, specifically, assign out-of-class work in each individual case. Employees may not authorize out-of-class work for themselves. Working out-of-class will not provide any automatic job rights to the position should it become vacant. Additional compensation will be only for actual hours worked and will be paid on a pay period basis.
- 14.02 Acting lieutenant assignments described in this Article will be made from the classification's current promotional register if one exists. However, no shift re-assignments will be requested or made if personnel on a particular shift are not on the applicable register.

- 14.03 At no time will an employee be paid less than his regular rate for working out-of-classification.
- 14.04 Bargaining Unit employees, except Paramedics, who are scheduled to ride on Collier County ambulances to facilitate any ALS Partnership Program shall receive an 11% working out of classification increase for each shift that they are assigned to the ambulance position. Battalion Chiefs and Fire Lieutenants will be responsible for developing a rotation of eligible Bargaining Unit employees who wish to participate. Assigning each of these Bargaining Unit employees working out of classification shall be done in an equitable manner. Bargaining Unit employees who do not wish to participate will not be forced to participate. Bargaining Unit employees who wish to participate or discontinue participation shall notify their Battalion Chief in writing. Each participant is expected to conform to the daily schedules and guidelines of Collier County Emergency Medical Services while they are assigned to CCEMS ambulances.

ARTICLE 15

SICK LEAVE

15.01 Accrual Rate: Sick leave is accrued on a monthly basis when the employee is on pay status. Sick leave accrual begins upon appointment of employee, but may not be used until completion of three months' employment. Sick leave is accrued as follows:

	Hours per Month Accrued	Hours per Year Accrued
Firefighters (52-hour week)	12	144
Firefighters (40-hour week)	8	96

15.02 Sick leave will be granted to employees upon request for the following reasons unless withheld as provided for in this Article:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control, but including forced quarantine of the employee in accordance with state or community health regulations.
- b. Personal medical and dental appointments which are not possible to schedule during non-working hours.
- c. In cases of serious illness, major surgery, or serious accident involving a member of the immediate family and in accordance with the City's policies for compliance with FMLA.

Provision "C" is not intended for use by employees to care for dependents suffering from colds, sore throats and other minor illnesses.

- d. Employees utilizing Family and Medical Leave for the birth or adoption of a child may use sick leave according to the following table:

Employees	Hours Applied
40-hour workweek	1 st 80 hours
52-hour workweek	1 st 104 hours

15.03 Confirmation of sick leave: An employee must present a medical certificate confirming personal illness, disability, or doctor/dental appointments upon the request of the Chief or his designee if reasonable suspicion indicates sick leave has been abused.

15.04 Sick leave with pay may be withheld for any of the following reasons:

- a. Failure on the part of the employee to comply with the notification requirement or make a reasonable effort to comply.
- b. Failure to provide medical evidence of an illness or disability.
- c. Condition which is a result of a compensable injury or illness under Florida Workers' Compensation Law which occurred on a job other than with the City.

15.05 Advance Use of Sick Leave Prohibited: Sick leave shall not be granted or used in advance of being accrued. Sick leave is accrued on the last day of each month for that month. Employees who do not have accrued sick leave and are absent due to illness, injury or disability, may use accrued vacation, compensatory time or take leave without pay.

15.06 Sick Leave Payout: Employees who separate or retire from the City with ten (10) or more years of continuous service will receive a cash payout for their accrued sick leave according to the following benefits formula:

1% x years of service x sick leave hour balance x hourly rate = benefit. A cap of 25% is provided.

Employees terminated by the employer shall not be eligible for the payout.

Use of cash may be utilized for health insurance benefits.

15.07 An employee shall notify his designated work station at least sixty (60) minutes before the scheduled reporting time for work when an employee intends to not report for work on any scheduled work day. The employee shall comply with this requirement on each day thereafter he intends to not report to work.

15.08 Medical Examinations: The Public Employer may require an employee to undergo a medical and/or psychological examination during the course of employment if there is reason to believe the employee may not be mentally or physically capable of performing regularly assigned duties. The Public Employer will bear the cost of these examinations.

15.09 Employees who have completed one year of service will be eligible for a non-use of sick leave incentive based on the following formula: for sick leave taken within a twelve (12) month period, beginning December 1 and ending November 30 of each year at the end of such year:

Sick Leave Taken	Straight Time Pay
0 hours	36 hours
24 hours or less	24 hours
between 24 and 48 hours	12 hours

Such bonus is non-cumulative and each year shall stand on its own in computing the amount of sick leave.

Forty-hour per week personnel shall be provided an incentive based on the

following formula:

Sick Leave Taken	Straight Time Pay
0 hours	24 hours
8 hours or less	16 hours
between 8 and 16 hours	8 hours

15.10 Should an employee not be able to perform his regularly scheduled duties due to a minor injury or non-contagious illness, the City may, at its option, assign said employee to a temporary position which would not hinder his recovery. Such assignments shall be approved by the employee's physician in advance. This section shall not be grievable through any grievance procedure.

~~15.11 The City reserves the right to re-open this article during this contract period.~~

15.12 1 The parties agree that the City may take action or refrain from taking action in order to comply with the Americans With Disabilities Act (ADA) and that the provisions of the collective bargaining agreement will not be applied in a manner to prohibit the City's inaction or action under the ADA.

~~15.13 The Union may re-open this article during the life of the contract to address a Personal Leave Plan.~~

ARTICLE 16

VACATION

16.01 Policy: The parties agree that the City shall grant all employees' vacation leave on a month-to-month basis from the date of employment.

16.02 Vacation Accrual: Vacation shall only be accrued when the employee is on pay status. This shall include employees on Workers' Compensation who shall receive the same vacation accrual as if they were in full pay status.

Employees who have been employed less than six months may not take vacation leave until the first day following the completion of six months of service.

Vacation leave shall be accrued as follows:

	Vacation Hours Annually	Automatic Maximum Hours Carry-over (As of 10/1 of each year)
(Shift Personnel)		
1 to 5 years	120	240
5 to 10 years	168	300
10 to 15 years	216	360
15 years & more	240	420
(40-hour week)		
1 to 5 years	80	240
5 to 10 years	120	300
10 to 15 years	140	360
15 years & more	160	420

Employees are required to utilize fifty percent (50%) of accrued leave each year. Any excess vacation hours which exceed the automatic maximum carryover will be forfeited, except due to un-approved vacation requests as

a result of minimum manning requirements or by exception. In either case, approval through the employee's chain of command and the Human Resources Director may be granted to extend the vacation time frame for a period not to exceed sixty (60) days. Vacation shall be accrued on the first day of the month for the preceding month.

The vacation year shall be the same as the City's fiscal year.

- 16.03 Use of Vacation Leave: Requests must be made a minimum of 24 hours in advance. Exceptions may be granted by the Deputy Chief or designee. Vacation leave may be taken by employees upon prior approval of the employee's Chief or designee, provided that where vacation is denied the employee will be given the opportunity to take vacation at the next permitted time. Department Heads or their designee may further determine minimum and maximum limits of vacation leave which may be taken at a given time and also specify seasons of the year during which vacation may be taken.
- 16.04 Advance Use of Vacation Leave: Vacation leave shall not be granted or used in advance of being accrued.
- 16.05 Holidays During Vacation Leave: In the event a holiday occurs during an employee's vacation leave, that day shall be credited as a holiday, and not charged against the employee's vacation time.
- 16.06 Bargaining Unit members involved in shift transfers shall not lose their scheduled vacation in the first thirty (30) days following effective date of transfer.
- 16.07 Payment for Vacation Leave: Employees who terminate or who are

discharged from employment with the City and have been continuously employed six or more months shall be paid for unused vacation leave at their regular rate. In the event of an employee's death, the beneficiary of the employee will be paid the unused vacation leave at the employee's regular rate.

16.08 Once an employee's vacation leave is approved pursuant to Section 16.03, it shall not be modified or canceled by the City except in emergencies as determined by the Chief. In the event an employee is transferred, the employee's prior approved vacation leave will not be canceled or modified by the City except to meet the legitimate manning requirements of the station in to which the employee is transferred. In the event of a transfer, a senior employee shall not bump a junior employee's previously approved vacation.

16.09 One twenty-four (24) hour shift per twelve (12) month period, beginning December 1 and ending November 30 of each year, may be used in six (6) hour increments contingent upon approval by the Deputy Chief or designee and based on legitimate manning requirements.

ARTICLE 17

HOLIDAYS

- 17.01 The following days are hereby declared holidays for all Bargaining Unit members:
1. The first day of January (New Year's Day)
 2. The day in January so designated as Martin Luther King Day
 3. The third Monday of February (Presidents' Day)
 4. The thirtieth day of May (Memorial Day), or the day so designated
 5. The fourth day of July (Independence Day)
 6. The first Monday in September (Labor Day)
 7. The eleventh day in September (Patriot Day)
 8. The eleventh day of November (Veterans' Day)
 9. That last Thursday in November proclaimed as (Thanksgiving Day)
 10. The Friday after Thanksgiving Day
 11. The 25th day of December (Christmas Day)
- 17.02 Firefighters assigned to shift work shall be paid straight time rate of eleven point two (11.2) hours per holiday. Forty-hour (40) per week Firefighters shall receive time off or straight time pay of eight (8) hours per holiday. Due to budgetary limitations the payment of holiday pay is reduced by fifty percent (50%) effective October 1, 2009.
- 17.03 Any additional day that is declared as a holiday by the City Manager or City Council shall also be included in provisions of Section 17.01 for members of this bargaining unit.
- 17.04 Firefighters ~~may elect to~~ shall be paid for holiday pay for each year in a lump sum. ~~Written notice must be made by December 15.~~ Lump sum payments will be made ~~December 1st for all holidays which occurred in the twelve (12) months preceding~~ for holidays occurring after December 1, 2008 through September 11, 2009, on or before September 30, 2009.

Beginning October 1, 2009, lump sum payments shall be issued on or before September 30th of each year for all holidays which occurred in the twelve (12) months preceding. This payment is not used in the calculation of pension benefits.

17.05 Due to budgetary limitations the payment of holiday pay is reduced by fifty percent (50%) effective for payments after October 1, 2009. Full payment of holiday pay will return when reinstated at the discretion of the City Manager.

ARTICLE 18

EDUCATION

18.01 College Courses:

A. The City agrees to reimburse Bargaining Unit members for completion of course work and books up to \$2,500 annually. Courses, other than the State Certified EMT course, must be taken in pursuit of an Associate of Science or an Associate of Arts degree in Fire Administration, EMS or Fire Science Bachelors or Masters Degree. Reimbursement will be made in accordance to the following schedule:

Course Grade "A" or "B" – 100%
Course Grade "C" – 50%

B. Funds may be expended for legitimate travel expenses in accordance with City travel policy including dormitories. Reimbursement will be made upon presentation of evidence showing proof that the above requirement has been met. EMT courses and certification fees shall also be reimbursed. Courses must be taken at an accredited state institute of higher learning.

18.02 If an employee has been reimbursed for education in the last twelve (12) months prior to a voluntary separation from City employment, the employee shall reimburse back to the City 100% of the last 12 months' education reimbursement.

18.03 The City will reasonably and in good faith, consider budget requests made pertaining to non-degree, job-related education. The Deputy Chief may approve non-degree related courses on a case-by-case basis not to exceed amounts in 18.01.

18.04 Due to budgetary limitations no educational reimbursement will be approved under this article for coursework beginning on or after August 1, 2009. Payments will resume at the discretion of the City Manager.

ARTICLE 19

FUNERAL LEAVE

- 19.01 The City agrees that when a death occurs in the immediate family of an employee that employee ~~may~~ shall be granted ~~up to~~ 48 hours off (32 hours for firefighters assigned to Fire Prevention) ~~to attend the funeral at the discretion of Chief or his designee~~ without loss of pay or benefits. The City agrees that the immediate family as cited above shall be defined as: mother, father, step-parents, mother-in-law, father-in-law, spouse, children, step-children, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren.
- 19.02 Leave must be taken within 30 calendar days following the date of the death. ~~The Chief or designee at his discretion may grant extensions of funeral leave or allow funeral leave for the death of other relatives.~~
- 19.03 In the event an employee is killed in the line-of-duty, the City shall pay the employee's designated beneficiary \$10,000 for funeral and related expenses.
- 19.04 Funeral leave shall be defined as time off with no loss of pay or benefits to provide the employee time to deal with a funeral, wake or personal bereavement issues following the death in the immediate family.

ARTICLE 20

SAFETY AND HEALTH

- 20.01 The parties agree that they will conform to and comply with applicable laws as to safety and health.
- 20.02 The Employer and the Union will cooperate in the continuous objective of eliminating safety and health hazards due to unsafe working conditions.
- 20.03 The Union will have a safety representative who will confer with the Chief on matters of safety and health at mutually agreeable times.
- 20.04 The City agrees to pay, unless herein excluded, Bargaining Unit members who become disabled due to a job related injury full amount of their regular pay for the first seven calendar days of disability. Thereafter, Bargaining Unit members shall receive benefits in accordance with Chapter 440 of the Florida Statutes.
- 20.05 If the disability extends beyond fourteen (14) calendar days, the Bargaining Unit member shall reimburse the City for the Workers' Compensation Benefits for which he retroactively becomes eligible for the first seven (7) calendar days of the disability.
- 20.06 Bargaining Unit members may also elect to take sick leave pay equal to the amount to make up the difference between the regular net pay and the Workers Compensation Benefit if one exists. Bargaining Unit members must notify the City in order for the sick leave deduction to be made.
- 20.07 The City agrees to maintain the living facilities at all stations in a safe and comfortable fashion. This includes plumbing, air conditioning, electric and

major structural improvements.

20.08 The City will provide physical examinations per a minimum of the following schedule:

Employee Age	Frequency of Physicals
39 years and under	3 years of service
40-49 years	2 years of service
50 and over	each year

Effective October 1, 2009, Firefighter physicals will include the following:

Physical exam, complete blood count, chemistry/14 profile including cholesterol and triglycerides, urine dip stick, pulmonary function testing, EKG, TB skin test and audiogram for hearing.

At age ~~45~~ 40, the City will provide, ~~every two (2) years~~, a cardiac stress test, chest x-ray and prostate-specific antigen (PSA) test as part of the Firefighter medical physical according to the above schedule.

All newly hired Bargaining Unit employees will receive their base line cardiac stress test at their first regularly scheduled physical following the employment exam. Hepatitis B & C testing will be conducted as part of pre-employment physical.

In all other instances, cardiac stress test will only be provided according to the Department's Wellness Program or upon recommendation of the City Physician.

The City Physician and the employee will notify the Fire Chief of any condition that would affect the Firefighter's ability to perform his/her duties.

20.09 The City agrees that all Bargaining Unit members will be provided protective

gear that meets or exceeds N.F.P.A. standards. The Deputy Chief and Union Safety Representative will meet semi-annually to review specifications of the protective gear provided.

20.10 As per F.S. Chapter 663.801-663.821 the Health and Safety Committee shall meet as necessary regarding safety devices, safeguards, methods and processes that are necessary to render the employment and place of employment safe and that protect the lives, health and safety of Bargaining Unit members. The committee will also be responsible for a biannual review and recommend revision if necessary of the department's Wellness Program. All recommendations rendered by this committee will be reviewed, discussed and mutually agreed upon at labor management meetings. The Bargaining Unit members of this committee shall be selected by the Union Executive Board. Bargaining Unit members shall be compensated their regular hourly wage while in attendance at scheduled committee meetings.

ARTICLE 21

SEVERABILITY

21.01 Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Contract, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Contract shall remain in full force and effect.

Upon request of either party, negotiations on the section declared null and void will begin with thirty (30) days of such finding or declaration, so that a mutually acceptable replacement section may be negotiated.

ARTICLE 22

INSURANCE

22.01 Health Insurance: ~~Effective on October 1, 2005 and until September 30, 2006 the parties agree that employee contribution will remain the same for all insurance coverage in effect on September 30, 2005. After 10/1/2006, the percentages for all coverage will remain in place, (City pays 95% for single coverage, 85% for family or employee plus one) but in the event that insurance premiums are increased by an amount in excess of 5%, the City agrees to negotiate the employee's cost for insurance coverage that is in excess of 5%.~~

Effective October 1, 2008, the City agrees to pay 95% of the total cost for single coverage and 85% of the total cost for family coverage.

22.02 ~~Union Health Insurance Plan:~~

- ~~a. In the event that the Union decides to select an alternate health insurance plan for all of its Bargaining Unit members, the Union will provide the City with advance notice and evidence of insurance coverage for all Bargaining Unit members and dependents electing coverage in the Union's plan. As a group, all bargaining unit employees must either be members of the City's plan or the Union's plan. Members may still present evidence of insurance coverage through an alternate plan. Only employees covered under this contract, and their dependents, will be eligible for the Union plan. If established, the Union plan must cover all current and new~~

~~employees covered under this contract, as well as their dependents electing coverage. The City will assume no financial liability for the Union plan beyond the equivalent premium amount the City would pay for each bargaining unit employee and their dependents under the City selected plan.~~

~~b. The Union must present to the City a written request to withdraw from the City plan at least ninety (90) days in advance of the start of any City plan year.~~

~~c. Upon timely withdrawal, the City will provide either the Union (or the insurer) with monthly payments equal to the amount the City would have paid on behalf of the employees and dependents had they remained in the City plan (but instead chose to enroll in the Union plan).~~

~~d. Once a Union plan has been established, employees and their dependents covered under the Union plan can be re-enrolled as a group in the City plan with a written request from the Union at least ninety (90) days in advance of the start of a new City plan year. Re-enrollment shall be available to all current and new employees covered by this contract, as well as all dependents electing coverage. There shall be no bar to re-enrollment if timely made.~~

~~e. The Union has no obligation to initiate its own plan or maintain said plan, if established, provided that such termination of the entire plan is communicated to the City at least ninety (90) days prior to the~~

beginning of any City plan year.

22.02 Dental Insurance: Effective October 1, 2008, the City agrees to pay 100% of the cost for single dental insurance coverage or the equivalent dollar amount of the cost for single dental insurance coverage toward family and dependent dental insurance coverage.

22.03 Vision Insurance: Effective October 1, 2008, the City agrees to provide vision insurance for employees with the cost for single or dependent coverage paid for by the employee.

~~22.03~~ 22.04 Life Insurance: The City agrees to pay the full amount of the monthly cost for Bargaining Unit members who participate in the City's group life insurance policy. Coverage shall be in the amount equal to one year's salary rounded to the next highest 1,000.

~~22.04~~ 22.05 The City shall, at its option, either:

- a. Provide a legal defense for any civil action brought against an employee for any act or omission arising out of and in the scope of his City employment, to the extent authorized by Florida law; or
- b. Reimburse any employee who is a defendant in such civil action and who prevails in such action, for court costs and reasonable attorney's fees, to the extent authorized by Florida law.

Notwithstanding any other provision of this section, the City shall not be obligated to provide a legal defense, court costs or attorney's fees

for any civil action brought against an employee for acts taken in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

~~22.05~~ 22.06

The Health Care Committee will periodically review the financial position of the City of Naples Health Care Plan and make recommendation as to the health plan coverages, deductibles and co-payment amounts, and City and employee contributions to the Health Plan. The HR Director or designee shall serve as chairperson of the committee. Committee membership shall consist of HR Generalist (Benefits), Risk Manager, and one representative from IAFF Local 2174.

22.07

In the event the Union decides to select an alternate health insurance plan for all of its Bargaining Unit members, the Union has the right to reopen this Article one time during the term of this agreement.

22.08

This article shall be reopened in the event the City chooses to eliminate the existing point of service health plan or consumer driven health plan.

ARTICLE 23

BED CLOTHING, UNIFORMS & LAUNDRY SERVICE

- 23.01 All uniforms, boots or shoes, bedding, protective clothing or protective devices required of employees in the performance of their duties shall be furnished, without cost to the employees, by the Employer.
- 23.02 Uniforms shall be provided in compliance with departmental requirements. Uniforms will be issued as needed as determined by the Chief. The City shall provide laundry facilities for bed clothing and uniforms.
- 23.03 The City will replace or repair ~~provide~~ one pair of departmentally approved boots or shoes as determined by the department's uniform officer ~~in FY 2006—2007~~. Boot or shoe style shall be agreed upon by department Chief of fire and the Union Safety Officer.
- 23.04 All uniforms, protective clothing and protective equipment required by the department shall be replaced by the Employer in the case of damage while on duty.
- 23.05 The Employer agrees to furnish each employee upon employment, the following protective clothing:
- One (1) bunker coat
 - One (1) pair bunker pants
 - One (1) pair suspenders
 - One (1) helmet
 - One (1) pair bunker boots
 - One (1) pair gloves
 - One (1) hood
- 23.06 All employees shall be issued new protective clothing pursuant to Department Replacement Program.

ARTICLE 24

WAGES

24.01 The City agrees to the following wage package for Firefighters, Driver Engineers and Fire Lieutenants. This package constitutes the entire wage increase that will be given for this contract period. The wage schedules for the term of this agreement are contained in Appendix B of this agreement. Effective October 1, 2009 the wages of all bargaining unit members are “frozen” at the step/wage in effect on September 30, 2009.

24.02 STEP INCREASE AND PERFORMANCE APPRAISALS

- A. New employees shall be hired at the probation step of the Firefighter (FF) or Firefighter Paramedic Certified (FF/PM) grade as applicable. New employees will serve a probationary period of twelve (12) months in accord with Fire Department rules. Progression to step 40 12 for each FF or Driver Engineer (DE) pay grade shall occur on the Bargaining Unit member's hire anniversary date and progression to Step 12 for the Lieutenant (LT) pay grades shall occur on the Bargaining Unit Member's promotional anniversary date. Effective October 1, 2009 no bargaining unit member will receive a step increase. All bargaining unit members are “frozen” at the step/wage in effect on September 30, 2009.
- B. All step increases are contingent upon receiving at least a satisfactory performance evaluation for the most recent

performance review.

- C. Should the performance rating be unsatisfactory or needs improvement, the Bargaining Unit member shall not receive a step increase until a re-rating occurs, as per current practice. Upon receiving an overall performance rating of at least satisfactory, the Bargaining Unit member shall receive a step increase. Such a re-rating shall not change the Bargaining Unit Member's anniversary date.
- D. Performance appraisals for Bargaining Unit members shall be completed prior to the hire or promotional anniversary date. Upon receiving an appraisal of satisfactory or better, the Bargaining Unit member shall advance to the next step in the respective salary schedule and shall be effective on the hire or promotional anniversary date, as applicable.

24.03 LONGEVITY PAY

- A. Longevity Pay shall apply to those regular full-time employees who have completed at least ten (10) years of employment in the Fire Department.
- B. On an employee's anniversary date of hire with the Fire Department, the employee shall receive an increase of \$500 added to his/her base salary for each year of service beginning at year eleven (11), to a maximum of 3,000. Longevity pay is used in the

calculation of an employee's pension benefit.

- C. Longevity pay shall be contingent upon receiving at least a satisfactory performance evaluation for the most recent performance review in accordance with Section 24.02.
- D. Longevity pay will be paid in accordance with the following table:

Anniversary Date Beginning	Bi-Weekly Longevity Payment	Annualized Rate
Eleventh (11 th) year	\$ 19.23	\$ 500
Twelfth (12 th) year	\$ 38.46	\$1,000
Thirteenth (13 th) year	\$ 57.69	\$1,500
Fourteenth (14 th) year	\$ 76.92	\$2,000
Fifteenth (15 th) year	\$ 96.15	\$2,500
Sixteenth (16 th) year	\$115.38	\$3,000

24.04 Pay Plan Grade Definitions

- A. FF- Bargaining unit members who are certified as firefighters.
- B. FFPM- Bargaining unit members who are or become certified as a Paramedic. Upon becoming a certified Paramedic, a certified Firefighter shall be placed in the same step of the FFPM grade as held in the FF grade.
- C. DE- Bargaining unit members who are promoted to the rank of Driver Engineer. Bargaining unit members who are currently assigned as a Driver Engineer shall be placed in the applicable step in this grade.
- D. DEPM - Bargaining unit members who are promoted to the rank of Driver Engineer and who are or become certified as a Paramedic.

Upon becoming a certified Paramedic, a Driver Engineer shall be placed in the same step of the DEPM grade as held in the DE grade.

E. LT- Bargaining unit members who are promoted to the rank of Lieutenant.

F. LTPM - Bargaining unit members who are promoted to the rank of Lieutenant, and who are or become certified as a Paramedic.

Upon becoming a certified Paramedic a Lieutenant shall be placed in the same step of the LTPM grade as held in the LT grade.

24.05 Bargaining Unit members who are promoted shall receive a salary increase as follows:

A. Promotion to DE or DEPM

Bargaining unit members who are promoted to DE or DEPM shall be placed in the same step of the DE or DEPM grade as held in the lower grade at the time of promotion.

B. Promotion to LT or LTPM

Bargaining unit members who are promoted to LT or LTPM shall be treated as follows:

FF, DE, to LT or LTPM
FFPM, DEPM

3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
<u>12</u>	<u>10</u>

24.06 ASSIGNMENT PAY

- A. Bargaining Unit members assigned to 24-hour shift work that are reassigned to a 40-hour workweek shall receive a seven and a half percent (7.5%) increase. This does not apply to light duty work.
- B. Emergency Services Unit (ESU)
 - 1. A Bargaining Unit Member who is a Certified member or becomes a Certified member, of the Impact Response team, Hazardous Materials team or Dive Rescue/Recovery team shall receive ESU pay in the amount of \$76.93 bi-weekly. ESU pay shall commence at the next pay period after being notified of appointment to the team. ESU payment is not used in the calculation of a member's pension benefit.
 - 2. ESU members shall meet or exceed the performance objectives and competencies established by the team coordinator and attend at least eighty percent (80%) of all scheduled training. All absences from scheduled training are subject to approval by the ESU Battalion Chief and shall require participation in schedule make-up training or assignment(s).
 - 3. Bargaining Unit members may be assigned to only one (1) ESU team at a time.
 - 4. ~~The Chief of Police and Emergency Services reserves the right to provide a cash bonus to any Bargaining Unit member who is a~~

certified instructor for ESU training.

5. 4. Membership in ESU teams is positions are limited as follows to a maximum number of participants as follows:

ESU Team	Maximum Participants
Impact Response Team	8
Hazardous Materials Team	17 14
Dive Rescue/Recovery Team	8 6

5. The Chief of the Police and Fire Department reserves the right to assign bargaining unit members to the below specialty positions. The maximum number of participants are set forth below. Such members shall be compensated in the amount of \$76.93 bi-weekly. Such pay shall commence at the next pay period after being notified of appointment to the position and is not used in the calculation of pension benefits.

<u>Records Management and CAD Administration</u>	<u>2</u>
<u>Peer Fitness Trainers</u>	<u>3</u>

24.07 PARAMEDIC CERTIFICATION PAY

- A. Upon receiving the State of Florida Paramedic Certification, a Bargaining Unit member shall receive a \$1,500 one-time lump-sum bonus in the bi-weekly pay check subsequent to the date proof of the certification is submitted to the Fire Chief.

24.08 Holiday Season Bonus: Bargaining Unit employees shall receive a \$100.00 Holiday Season bonus. Due to budgetary limitations no Holiday

Season bonus will be paid to bargaining unit members after September 30, 2009. Payments of the Holiday Season bonus will resume at the discretion of the City Manager.

24.09 All Bargaining Unit employees will be paid every two weeks.

ARTICLE 25

JURY DUTY AND COURT TIME

- 25.01 Regular full-time employees shall be granted time off without loss of straight time pay for reporting for jury duty upon presentation to his supervisor of satisfactory evidence relating to jury duty. No deduction shall be made from any amount of compensation received for performing said jury duty. Any monies received by an employee while on pay status for jury duty will be turned over to the City Finance Department and placed in the general fund.
- 25.02 Regular full-time employees while off duty shall be granted overtime time pay for actual hours spent for purposes of testifying in their official capacity as City of Naples employees, if the total hours exceed the normal work cycle.
- 25.03 Any monies received by the employee from another agency for testifying will be turned over to the City Finance Department and placed in the general fund. The employee shall be reimbursed for meals, travel, and lodging in accordance with the City's travel policy.

ARTICLE 26

PREVAILING RIGHTS

26.01 All rights, privileges, and working conditions enjoyed by Bargaining Unit members which are not included in this Agreement shall remain in full force and effect unless changed by mutual consent.

ARTICLE 27

REIMBURSEMENT FOR TRAINING

- 27.01 Any Firefighter who voluntarily resigns from the City ~~within the first twelve (12) months of employment~~ will be required to reimburse back to the City the expenditures relating to ~~fire certification and any training which required the City to reimburse the employee~~ paid by the City within the twelve (12) months prior to the separation date. The cost for classes, seminars, and training programs which the City offered to the employee will not require reimbursement under this article. Classes, seminars, and training programs which the employee requested, and were approved by the City, will require reimbursement.
- 27.02 Employees retiring on normal or disability retirement are not required to pay the City in accordance with section 27.01.
- 27.03 Employees agree that money due to the City pursuant to this article may be deducted by the City from the employee's final paycheck.

ARTICLE 28

PROMOTIONS/RECLASSIFICATIONS

FIRE LIEUTENANT

- 28.01 Notice of written examination for promotions to rank of Lieutenant will be posted at all fire stations within a reasonable time after said promotional opportunity shall become known to management. The notice will indicate a brief summary of duties of the position, the minimum qualifications, filing procedures, promotional process, and the filing deadline for applying to participate in the promotional process.
- A list of sources from which the candidate can prepare will be made available through the Human Resources Department.
- 28.02 The City shall, in anticipation of the expiration or depletion of the Fire Lieutenant promotional register, undertake reasonable efforts to initiate the promotional process in a timely manner so that a new promotional register is established as quickly as possible. In any event, a new Fire Lieutenant promotional register shall be established within four (4) months of the expiration or depletion of the previous promotional register.
- 28.03 The Fire Lieutenant promotional register shall be created through examination procedures and shall be in effect for eighteen (18) months or until the register is depleted, whichever is sooner.
- 28.04 Applicants for promotional vacancies must have a minimum 70% score on the complete promotional process to qualify for the promotion (i.e. written, oral, practical and physical). Candidates must obtain a grade which meets

or exceeds the validated national average score for the written test. Employees on an unpaid, non-FMLA leave are not eligible to apply for promotional opportunities.

28.05 When competing candidates' combined final score for a promotion is equal, departmental seniority will be the deciding factor in establishing the eligibility list.

28.06 Promotions to the rank of Fire Lieutenant shall result in a pay increase in accordance with the provisions of Article 24.04.B.

28.07 ~~Effective 10/1/05, bargaining unit members currently functioning as a Driver Engineer shall be reclassified as a Driver Engineer and placed in the Driver Engineer schedule.~~ The Driver Engineer qualifying process shall be administered within two weeks of the candidate's request to take the Driver Engineer qualifying tests. This request must be made to the Deputy Chief of Fire Operations or his designee.

28.08 In order to qualify for the Driver Engineer test, a Firefighter must have served a minimum of eighteen (18) months, and possess both a pump operator and EMT certification.

28.09 A Driver Engineer may voluntarily relinquish the position or be removed from the Driver Engineer classification for just cause.

28.10 When filling a vacant Driver Engineer position, the most senior Firefighter on the Driver Engineer's promotional register according the to test date shall be promoted.

28.11 ~~The Driver Engineer register shall be established effective 10/1/05 by reclassifying the current FFII eligibility list as the initial Driver Engineer promotional register.~~

28.12 1 Firefighters who subsequently pass the Driver Engineer test in the descending order of their respective test date shall be added to the initial Driver Engineer promotional register. In the event of an equal test date, the departmental seniority date shall be utilized for promotion to Driver Engineer.

ARTICLE 29

LEAVE OF ABSENCE

29.01 The City will comply with the Family and Medical Leave Act (FMLA) in providing for applicable leaves of absence in accordance with federal law and City policies.

29.02 Maternity leave shall be treated as any other medical disability whereby accrued sick leave shall be utilized for the period of disability in accordance with City policies. For an employee who works in a hazardous environment, the City shall determine when the leave begins and ends. Hazardous environment shall mean working conditions which might reasonably cause harm of any kind to the unborn child or employee due to the pregnancy. These working conditions include strenuous physical labor, operation of equipment, exposure to herbicides, pesticides, or other suspected hazardous chemicals, Employees working in the aforesaid conditions shall notify their Supervisors as soon as possible of any pregnancies.

The Public Employer shall make an effort to place female employees on light duty assignments without any loss or reduction of pay when the Public Employer requires a female employee who is pregnant to discontinue performing regular duties which are considered to be in a hazardous environment as described herein. Whether or not the employee will be placed on a light duty assignment will depend upon availability of a job assignment and whether or not the employee has the necessary skills. Any denial of the light duty assignment will be explained to the employee at the

time of the denial.

- 29.03 Leaves of absence with or without pay other than FMLA, may be granted where such leave provides a mutual benefit to the employee and the City as determined at the discretion of the Chief. Such leave may not be authorized to seek or accept employment. Non-FMLA leaves may not be granted for more than ninety (90) days. Extensions to non-FMLA unpaid leaves of absence must be requested in writing for the Chief's approval and cannot exceed an additional ninety (90) days.
- 29.04 Applicable paid leave must be utilized prior to authorization of unpaid leaves of absence unless approved by the Human Resources Director.
- 29.05 An employee who is a member of the National Guard or military reserve force of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be granted a leave of absence with pay in accordance with Florida Statutes 115.07.
- 29.06 Employees who are on a duly-authorized, compensated leave of absence shall continue all benefits as provided in this Contract. An employee on uncompensated leave may elect to continue family insurance coverage at their own expense. No other benefits will be extended.
- 29.07 The City shall be under no obligation to provide light-duty assignments to individuals recovering from non-work-related injuries or illnesses. Such assignments shall be provided when it is to the mutual benefit of the City and employee or as required by law. Such assignment(s) may be outside

of the employee's regular work duties, hours, conditions, and rate of pay. Preference in the assignment of any light duty function shall be provided to employees suffering from City work-related injury or illness.

ARTICLE 30

PENSION

30.01 Employees included in the bargaining unit will be covered by pension benefits as enumerated in Article V Firefighter Pension and Retirement System.

- a. The parties agree that effective on or before September 30, 2009 the Pension Plan shall be amended to provide for a “stop and restart” of benefits. Under the “stop and restart” certain benefits will be reduced and then restored to their previous level. There will be no change in the accrued benefits of plan participants, or in the future accrual of benefits, as a result of the “stop and restart” except as provided herein.
- b. The parties agree that as a result of the “stop and restart,” the base amount of Chapter 175 premium tax revenues the City may use to reduce the City’s required contributions to the Pension Plan will increase from \$775,809 to \$1,668,662, effective for the plan year beginning October 1, 2009 and future years, as confirmed by the plan actuary.
- c. The parties agree that effective for the plan year beginning October 1, 2009 and for future years, all premium tax revenues received by the City up to the new base amount of \$1,668,662 in the preceding plan year shall be used to reduce the City’s required contributions to

the Pension Plan.

d. Implementation of the “stop and restart” of benefits is subject to approval by the Florida Division of Retirement. In the event the “stop and restart” of benefits is not implemented and effective on or before September 30, 2009 this article shall be reopened for negotiation.

30.02 In no event shall the retirement plan benefits be altered in any respect or manner, without negotiations in accordance with Chapter 447, Florida Statutes.

30.03 Contributions to the firefighters’ pension and retirement trust fund shall be deducted in the amount of five percent (5%) from the salary of each firefighter so long as such firefighter shall be employed by the City.

CONTRIBUTION

- a. ~~Fiscal Year 2006. Effective October 1, 2005 each Member shall contribute five percent (5%) of salary to the retirement trust fund.~~
- b. ~~Fiscal Year 2007. In the event the City’s contribution is greater than 7.2% of total annual payroll each member shall contribute six percent (6%) of the salary to the retirement trust fund.~~
- c. ~~Fiscal Year 2008. In the event the City’s contribution is greater than 7.2% and equal to or less than the Fiscal Year’ 2007’s contribution of percentage of total annual payroll, each member shall contribute six (6%) of salary to the retirement trust fund. In the event the City’s contribution is greater than the Fiscal Year 2007’s contribution of percentage of total annual payroll, each member shall contribute seven percent (7%) of salary to the~~

retirement trust fund, as applicable.

- d. ~~In the event the City's contribution becomes 7.2% or less of total annual payroll, each member shall contribute five percent (5%) of salary to the retirement trust fund.~~

30.04 Pension Plan amendments related solely to Non-Bargaining Unit Members shall not be subject to the negotiation process with the International Association of Firefighters; however, any pension benefit improvements provided to Non-Bargaining Unit members of the Pension Plan shall not be funded with any retirement trust fund assets attributable to the Bargaining Unit members of the Pension Plan.

30.05 ~~This article may be re-opened by the Union or the City for the purpose of negotiating pension benefit improvements, the funding of such improvements and/or the funding surpluses or deficits based on the annual actuarial study.~~ After the implementation of the "stop and restart", all excess money available for benefit improvements shall be utilized for a share plan to be created by the active pension members for the benefit of all active members and subject to the approval of the City.

ARTICLE 31

CHANGES OR AMENDMENTS

31.01 It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waiver, deletions, changes or amendment shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto.

ARTICLE 32

TERM OF AGREEMENT

32.01 This contract will commence on October 1, 2005 8 and will remain in effect until September 30, 2008 11.

ARTICLE 33

ENTIRE AGREEMENT

33.01 The parties hereto may commence negotiations, under applicable law, on any succeeding Contract to take effect upon termination of this Contract.

33.02 Prior actions: All prior charges, complaints, grievances, discharges, reprimands, and other disciplinary actions before the signing of this Contract dated October 1, 2005 ~~8~~ shall not be subject to the provisions of this Contract. If either the City or the Union desire to modify, amend, or terminate this Contract at its normal expiration date, official notice of such desire must be given in writing within ninety (90) days prior to the expiration date. Following receipt of such notice, unless there is a mutual agreement to the contrary, the City and the Union shall commence negotiations.

33.03 The Articles listed in this section may be reopened by the City or the Union between June 1, 2010, and September 30, 2010: Article 10, Article 17, Article 18, Article 22, Article 24, and Article 30.

Adam Nadelman
President, Local 2174

A. William Moss
City Manager

Lt. Michael D. Nichols

Roger Reinke
Asst. City Manager

Tara A. Norman,
Chief Deputy City Clerk
City of Naples

WAGES- APPENDIX B

FIREFIGHTER, DRIVER ENGINEER, LIEUTENANT

	Eff. 10/01/08	04/01/09
Firefighter		
Entry	\$39,956	\$39,956
1	\$43,152	\$43,152
2	\$44,879	\$44,879
3	\$46,674	\$46,674
4	\$48,540	\$48,540
5	\$50,481	\$50,481
6	\$52,501	\$52,501
7	\$54,601	\$54,601
8	\$56,785	\$56,785
9	\$59,624	\$59,624
10	\$62,605	\$62,605
12		\$65,111
Driver Engineer		
1	\$45,310	\$45,310
2	\$47,122	\$47,122
3	\$49,007	\$49,007
4	\$50,968	\$50,968
5	\$53,006	\$53,006
6	\$55,126	\$55,126
7	\$57,331	\$57,331
8	\$59,624	\$59,624
9	\$62,605	\$62,605
10	\$65,735	\$65,735
12		\$68,366
Fire Lieutenant		
1	\$54,398	\$54,398
2	\$56,574	\$56,574
3	\$58,836	\$58,836
4	\$61,189	\$61,189
5	\$63,637	\$63,637
6	\$66,183	\$66,183
7	\$68,830	\$68,830
8	\$71,583	\$71,583
9	\$75,163	\$75,163
10	\$78,921	\$78,921
12		\$82,079

WAGES- APPENDIX B:

PARAMEDIC

Firefighter	10/01/08	4/01/09
Entry	\$44,956	\$44,956
1	\$48,152	\$48,152
2	\$49,879	\$49,879
3	\$51,674	\$51,674
4	\$53,540	\$53,540
5	\$55,482	\$55,482
6	\$57,500	\$57,500
7	\$59,601	\$59,601
8	\$61,785	\$61,785
9	\$64,624	\$64,624
10	\$67,605	\$67,605
12		\$70,111
Driver Engineer		
1	\$50,310	\$50,310
2	\$52,122	\$52,122
3	\$54,007	\$54,007
4	\$55,968	\$55,968
5	\$58,006	\$58,006
6	\$60,126	\$60,126
7	\$62,331	\$62,331
8	\$64,624	\$64,624
9	\$67,605	\$67,605
10	\$70,735	\$70,735
12		\$73,366
Fire Lieutenant		
1	\$59,398	\$59,398
2	\$61,674	\$61,674
3	\$63,836	\$63,836
4	\$66,190	\$66,190
5	\$68,638	\$68,638
6	\$71,183	\$71,183
7	\$73,830	\$73,830
8	\$76,584	\$76,584
9	\$80,163	\$80,163
10	\$83,921	\$83,921
12		\$87,079