

**THE CITY OF NAPLES
AND
PROFESSIONAL FIREFIGHTERS OF NAPLES,
IAFF LOCAL 2174**



COLLECTIVE BARGAINING AGREEMENT

October 1, 2021

THROUGH

September 30, 2024

TABLE OF CONTENTS

ARTICLE 1	NON-DISCRIMINATION	4
ARTICLE 2	UNION RECOGNITION	5
ARTICLE 3	DUES CHECK-OFF	6
ARTICLE 4	STRIKES AND LOCKOUTS	8
ARTICLE 5	MANAGEMENT RIGHTS	10
ARTICLE 6	UNION STEWARDS & REPRESENTATIVES	12
ARTICLE 7	SENIORITY	14
ARTICLE 8	GRIEVANCE PROCEEDURE	16
ARTICLE 9	BULLETIN BOARDS	21
ARTICLE 10	BASIC WORKWEEK & OVERTIME	22
ARTICLE 11	TIME EXCHANGES	25
ARTICLE 12	TIME POOL	27
ARTICLE 13	CALL BACK PAY	28
ARTICLE 14	WORKING OUT OF CLASS	29
ARTICLE 15	PERSONAL LEAVE	30
ARTICLE 16	INTENTIONALLY LEFT BLANK	34
ARTICLE 17	HOLIDAYS	35
ARTICLE 18	EDUCATION	36
ARTICLE 19	BEREAVEMENT LEAVE	39
ARTICLE 20	SAFETY & HEALTH	40
ARTICLE 21	SEVERABILITY	42
ARTICLE 22	INSURANCE	43
ARTICLE 23	UNIFORMS & BEDDING	47
ARTICLE 24	WAGES	49
ARTICLE 25	JURY DUTY & COURT TIME	59
ARTICLE 26	PREVAILING RIGHTS	60
ARTICLE 27	REIMBURSEMENT FOR TRAINING	61
ARTICLE 28	PROMOTION & RECLASSIFICATION	62
ARTICLE 29	LEAVE OF ABSENCE	65
ARTICLE 30	PENSION	67
ARTICLE 31	CHANGES OR AMENDMENTS	69
ARTICLE 32	TERM OF AGREEMENT	70
ARTICLE 33	ENTIRE AGRREMENT	71

AGREEMENT

THIS AGREEMENT entered this 20th day of April, 2022, 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." The City and Union together are hereinafter referred to as "the parties."

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 services 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, sexual orientation, gender, gender identity, or 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.

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.

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 their 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, 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, 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, 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 Union members may discuss Union affairs while on duty, 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 Fire Chief or designee and only after stating what Union duties are to be performed. If in the opinion of the Fire 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 their 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 employees with City Rules and Regulations, and any revisions or amendments thereof.
- 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 Employees 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 opinion(s) of the Union on issues which affect the welfare of its members so long as the opinion(s) are clearly presented as those of the Union not presented as the opinion of the City and are presented in a respectful and professional demeanor.

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 successful 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 Fire Chief or designee, or
- b. Serves a 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*, the State of Florida**, and the Fire Chief.

***City of Naples**

- Prior 24 months performance evaluations
- Physical Agility Exam
- Driving Background Check
- Employment History Check (for the time of layoff)
- Criminal History Check
- Medical exam to include drug screen (if layoff is more than 90 days)

****Division of State Fire Marshal**

- Firefighters Standards and Training
- 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 their grievance in writing to their Battalion Chief within ten (10) calendar days from the time the employee would have had knowledge of the subject of the grievance. The Battalion Chief shall schedule a meeting with the grievant within ten (10) 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 Battalion Chief shall reach a

decision and communicate that decision in writing, to the grievant within ten (10) calendar days from the date the grievance was presented to them.

Step 2: If the grievance is not settled at the first step, the grievant, within ten (10) calendar days of the answer in the first step, shall present it to the Fire Chief, or the Deputy Fire Chief as designee. The Fire Chief, or the Deputy Fire Chief as designee, shall investigate the alleged grievance and shall within ten (10) calendar days of receipt of the written grievance, conduct a meeting between themselves, their representative, and the grievant. The grievant or the Fire Chief, or the Deputy Fire Chief as designee, may request that a Union steward or local Union representative be present. The Fire Chief, or the Deputy Fire Chief as designee, shall notify the aggrieved employee in writing of their decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievant does not settle their grievance, they shall within ten (10) calendar days, present the written grievance to the City Manager or designee. The City Manager or their designee shall investigate the alleged grievance and shall, within ten (10) 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 designee shall notify the aggrieved employee in writing of their decision not later than ten (10) 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 ten (10) 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 ten (10) 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 their 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, their own grievances, in person or by legal counsel, to their 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 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 themselves exclusively to the question which is presented in the grievance 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 their 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 their 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 employees but not individuals.
- 8.17 The grievance meeting with the employee, at each step below the City Manager, shall be held within ten (10) 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 their initials on the documents posted.
- 9.03 If there is abuse of the use of the Union bulletin boards, the Chief may, at their discretion, henceforth require that all material to be posted be subject to their 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 employees 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. Employees work schedule shall consist of periods of 24 hours on duty, starting at 0800 followed by 48 hours off duty. Employees 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. Notwithstanding the previous sentence, the City agrees that during the 21-day FLSA cycle containing a scheduled Kelly Day, all time worked in excess of 144 hours shall be compensated at the rate of one and one-half times the regular rate of the employee's salary. Personal leave, sick leave, and Kelly Days are not considered time worked. Administrative Leave is considered time worked.

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 an employee works overtime. An employee'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 or designee.

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 thirty (30) calendar day notice prior to re-assigning employees 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-hour notice to employees 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 employee who works compulsory overtime on their 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-hour notice. Employees 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 Fire Chief or designee may make exceptions upon review of the particular circumstances of a case.

11.03 Employees owing time to other employees as a result of a trade will repay this obligation.

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

shall not be held responsible for the period of time in question. The employee 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 in accordance with City of Naples Fire Rescue Department Policy.

11.04

Should the employee agreeing to the exchange become unavailable, they shall make a reasonable attempt to secure a replacement. In the event a replacement cannot be secured, the employee will be charged with the appropriate personal leave, unless the 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 personal leave to the Union Time Pool. The Union may use this time at its discretion upon prior approval of the Chief or their designee. The Union president will notify the Chief or their 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 or designee. However, in all cases the Chief or 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 emergency situations requiring force power and/or equipment beyond the normal work shift.
- 13.02 All employees, including forty (40) hour employees, covered by the terms of the 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 employees shall be paid as per Section 13.02. The employees 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 Effective the pay period immediately following the ratification of this Agreement, all employees that are eligible to work out of class will receive an incentive, paid biweekly, through the regular payroll process. This new incentive will be paid based off the table in section 14.03 of this agreement. The previous out of class payment, based on a percentage of an employee's pay, will simultaneously cease to be used the same pay period that the new biweekly incentive is paid.

14.02 The Chief or designee shall specifically identify and approve Firefighters, Driver Engineers, and Lieutenants capable of working out of class. A Firefighter, who has completed six months of employment, is a Florida State certified E.M.T. or paramedic, receives the recommendation of the Company Officer, and the approval of the shift Battalion Chief may work out of class as a Firefighter in charge of rescue. 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.

14.03 Table of Out-of-Class incentive pay:

Out of Class	Annual Incentive	Biweekly Payment
Firefighter in Charge	\$ 1,000	\$ 38.46
Driver Engineer	\$ 2,000	\$ 76.92
Lieutenant	\$ 3,000	\$ 115.38
Battalion Chief	\$ 3,500	\$ 134.62

ARTICLE 15

PERSONAL LEAVE

15.01 Personal leave, also known as personal time off or paid time off, is leave that employees are able to use for illness, vacation, or any personal need for time off work that is not otherwise addressed by this agreement. Personal leave will be paid for approved or unapproved absences, and the payment of personal leave has no implication on the approval status of any leave under the City of Naples Fire Rescue Department policy. All leave time is accrued monthly when the employee is on paid status.

15.02 Personal leave accrual: employees are eligible to use accrued leave time after completing six months of service. During initial six-month service a maximum of one (1) personal leave day may be used. Personal Leave will be accrued as follows:

Years of Service	Hours Accrued Annually	Maximum Accrual Hours
(Shift Personnel)		
0 - 4 Years	204.00	768
5 - 9 Years	272.00	768
10 - 14 Years	296.00	768
15+ Years	344.00	768
(40-Hour Week)		
0 – 4 Years	160.00	520
5 – 9 Years	200.00	520
10 – 14 Years	240.00	520
15+ Years	264.00	520

15.03 Personal Leave shall not be granted or used in advance of being accrued. Personal Leave is accrued on the 1st pay day of each month for the previous month.

15.04 The personal leave year shall be January 1 through December 31. Any amount of personal leave in excess of 768 hours as of December 31 of each year will automatically be forfeited.

15.05 SCHEDULING:

A. Employees will schedule personal leave with their immediate supervisor in accordance with departmental policies. Requests must be made a minimum of 24 hours in advance. Exceptions may be granted by the Battalion Chief or designee. Staffing requirements and the ability to serve the Public shall be considered in approving the leave request. If personal leave is denied, the employees will be given the opportunity to take personal leave at the next permitted time.

B. An employee will notify their designated workstation 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 will comply with this requirement on each day thereafter that they intend to not report to work. Employees must present a medical certificate confirming personal or immediate family member illness, disability, or medical appointments upon the request of the Fire Chief or designee.

C. Personal leave will not be unduly withheld, and previously approved personal leave will not be canceled for reasons other than emergencies and as determined by the Fire Chief or designee.

D. Employees involved in shift transfers shall not lose their scheduled personal leave in the first thirty (30) days following effective date of transfer.

E. The Fire Chief or designee will monitor unscheduled absences and take appropriate action.

15.06 PAYMENT FOR UNUSED LEAVE:

A. Annual Cash Payment: On an annual basis, any employee may elect to receive a cash payment for up to 140 hours, at their current hourly rate of pay, so long as they maintain a personal leave balance of 100 hours. Employees must request payment in writing on the designated form each year, and the request must be received by the Human Resources Department no later than November 15th. The Human Resources Department will coordinate payment to the employees no later than December 10th of each year.

B. Payment upon Separation or Retirement: employees that terminate or retire with the City and have completed their 6-month service period shall be paid for accrued and unused personal leave at their regular rate of pay at the time of termination.

15.07 Termination Date: The official termination date shall be the last day of active employment and shall not be extended due to payment of unused personal leave.

15.08 Existing Sick Leave Balance: Employees with an existing balance will be carried forward and no further accruals shall be made. Current sick leave balances will not be counted towards the 768-hour maximum accrual of personal leave.

15.09 Use of Sick Leave Balance: Employees with a sick leave balance may utilize said sick leave for illness or injuries for themselves and immediate family members. Payment of sick leave will begin on the second consecutive day of the illness/injury, with the first day charged to personal leave. If an employee is out for more than three (3) days, medical evidence of disability or illness may be required. The employee has the option to use accrued personal leave in lieu of sick leave.

- 15.10 Sick Leave Payout: The City agrees to provide a sick leave payout for employees that have a sick leave balance, ten (10) or more years of continuous service, and voluntarily separate or retire from the City. Sick leave payout shall be computed as follows:
1.00% per year of service x sick leave hour balance x hourly rate of pay at time of separation = payout.
A cap of 25% per employee is hereby established. Sick leave payout may be applied towards payment of future health insurance premiums.
- 15.11 Should an employee not be able to perform their regularly scheduled duties due to a minor injury or non-contagious illness, the City at its discretion may, assign the employee to a temporary position which would not hinder their recovery. Such assignments shall be approved by the employee's physician in advance. Actions taken under section 15.11 are not eligible for resolution through the grievance process identified in article 8 of the Agreement.
- 15.12 The City may require an employee to undergo a medical and psychological examination during the course of employment if there is reason to believe the employee may be mentally or physically incapable of performing regularly assigned duties. The City will bear the cost of these examinations.

Article 16

This Article intentionally left blank.

ARTICLE 17

HOLIDAYS

- 17.01 The following days are hereby declared holidays for all Employees:
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 Employees assigned to shift work shall be paid straight time rate of eleven point two (11.2) hours per holiday. Forty-hour (40) per week employees shall receive time off or straight time pay of eight (8) hours per holiday.
- 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 Employees shall be paid for holiday pay for each year in a lump sum. 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.

ARTICLE 18

EDUCATION

18.01 College Courses:

- A. The City agrees to reimburse employees for completion of course work and books up to \$5,000 each fiscal year. Courses, other than the state certified EMT/paramedic 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 master's degree. Reimbursement will be made on a pass/fail basis.
- B. The City will reasonably and in good faith, consider budget requests made pertaining to non-degree, job-related education. The Fire Chief or if unavailable a designee may approve non-degree related courses on a case-by-case basis not to exceed amounts in 18.01.A
- C. If an employee has been reimbursed for education in the last twelve (12) months prior to separation from City employment, the employee shall reimburse back to the City 100% of the last 12 months education reimbursement. Separations as the result of layoff, disability, reduction in force, or other no-fault terminations exempt an employee impacted by Article 18.01 from making repayment as the separation from service was neither sought, nor caused by the employee.

18.02 Paramedic Training and Certification Courses:

- A. The City agrees that it will pay for employees to obtain state certified paramedic training and certification, as approved by the Fire Chief or

designee on a case-by-case basis.

- B. If an employee separates from employment with the Naples Fire Rescue Department within 24 months following the successful completion of state paramedic certification and received benefits outlined in Article 18.02.A, the employee will be responsible for paying back the amount paid by the City for all certification program, exam, materials, fees, and associated costs. Any repayment agreement must be finalized and approved by the Fire Chief and City Manager prior to the date of separation. Separations as the result of layoff, disability, reduction in force, or other no-fault terminations exempt an employee impacted by Article 18.02 from making repayment as the separation from service was neither sought, nor caused by the employee. Employees agree that money due to the City pursuant to this article may be deducted by the City from the employee's final paycheck.
- C. If an employee does not pass the state certified paramedic training program and exam, the employee will be responsible for paying back the amount paid by the City for all certification program, exam, materials, fees, and associated costs in Article 18.02.A. The City will directly deduct no more than \$326.92 per pay period from an employee's biweekly paycheck until this amount is fully recovered. Should an employee separate from employment with the City for reasons other than layoff or disability, the balance owed to the City

Nothing in Article 18.02 is meant to preclude the City and Employee from making other repayment arrangements with the Approval of both the Fire Chief and City Manager. Employees agree that money due to the City pursuant to this article may be deducted by the City from the employee's final paycheck.

- D. An employee who has failed to pass the state certification program and exam may defer the repayment of program costs owed to the City in Article 18.02 if they, entirely at their own expense and exempt from Article 18.01 reimbursement, enrolled to re-take and the state certified paramedic training program and exam within 12 months, exceptions can be made for exigent circumstances with Fire Chief or designee approval. Should the employee pass the state certified training and exam as outlined in Article 18.02.C, the city will waive the repayment of program costs in Article 18.02.B. Should the employee fail to pass the state certified program and exam on the second attempt outlined in article 18.02.D, repayment as outlined in Article 18.02.C will begin the following pay period.
- E. Any employee falsely alleging to have re-enroll in a state certified program under Article 18.02.D, defined by not providing proof of enrollment within 12-months of their initial certification attempt, will be subject to discipline up to and including termination.

ARTICLE 19

BEREAVEMENT LEAVE

- 19.01 The City agrees that when a death occurs in the immediate family of an employee, that employee shall be granted 48 hours off (40 hours for employees assigned to Fire Prevention) without loss of pay or benefits. The City agrees that the immediate family as cited above shall be defined as: mother, father, stepparents, mother-in-law, father-in-law, spouse, children, stepchildren, 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.
- 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 Bereavement leave shall be defined as time off with no loss of pay or benefits to provide employees 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 City 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, employees who become disabled due to a job-related injury the full amount of their regular pay for the first seven (7) calendar days of disability. Thereafter, employees shall receive benefits in accordance with Chapter 440 of the Florida Statutes.
- 20.05 If the disability extends beyond fourteen (14) calendar days, the employee shall reimburse the City for the workers' compensation benefit for which they retroactively become eligible for compensation for the first seven (7) calendar days of the disability.
- 20.06 Employees may also elect to take personal leave or sick leave pay equal to the difference between their regular net pay and the workers' compensation benefit (if one exists). Employees must notify the City for the 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 Physician and the employees will notify the Fire Chief or designee of any condition that would impact the employee's ability to perform their duties.
- 20.09 The City agrees that all employee's will be provided protective gear that meets or exceeds N.F.P.A. standards. The Fire Chief or designee and Union safety representative will meet semi-annually to review specifications of the protective gear provided. All changes must be approved by the Fire Chief
- 20.10 As per F.S. Chapter 663.801-633.821 the Health and Safety Committee shall meet as necessary regarding safety devices, safeguards, methods, and processes that are necessary to render employment and the place of employment safe, and to protect the health and lives of employees. The committee will also be responsible for biannual review and recommending 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 employees of this committee shall be selected by the Union Executive Board. Employees shall be compensated their regular hourly wage while in attendance at scheduled committee meetings.
- 20.11 The City encourages employees to participate in City wellness programs, develop a personal relationship with a physician of their choice, and to receive an annual comprehensive medical exam using benefits provided by the City health benefit plan.

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 the Agreement 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: The City agrees to pay 85% of the total cost of the City's self-insured health benefit plan for employees and/or their lawful dependents. It is the City's intent to explore alternatives to its existing self-insured health benefit plan. Should it be determined that an alternative plan would be beneficial, then, the City may, at its option, contract for a different plan.

22.02 Dental Insurance: 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: The City agrees to provide vision insurance for employees with the cost for single or dependent coverage paid for by the employee.

22.04 Life Insurance: The City agrees to pay the full amount of the monthly cost for Employees 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.

22.05 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 their 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.

22.06 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. The City reserves the ultimate right to decide on self-insurance, insurance carriers, and the nature and scope of coverage. This includes the right to decide to discontinue the point of service insurance plan.

22.07 The City agreed to directly deduct post-tax voluntary supplemental benefit premiums for MetLife or AFLAC through the employee's bi-weekly paycheck. The City will be responsible solely for setting up the deduction as instructed and requires a minimum of two weeks' notice for any proposed change to a deduction (including starting or terminating a deduction). The Employee will be entirely responsible for:

- A: Initiating the Deduction in Writing: Specifically identifying the destination account information for the funds to be deducted, the exact bi-weekly amount to be deducted, the future start date for the deduction to initiate, and a signed authorization to deduct said funds that must be sent to the Human Resources Office. If a deduction request does not include all this information or is provided with less than two weeks of notice, the request will be returned to the employee unprocessed.
- B: Changing the Deduction in Writing: Any and all changes to the deduction must be submitted in writing, specify what the new total deduction from employee pay will be, identify an effective future date no less than two weeks in the future of when the request is filed with the HR Office, and being signed by the employee. Any change to destination account numbers may cause additional delay beyond the City's control.
- C: All Disputes Arising from Voluntary Benefits: The employee will be entirely responsible for managing any disputes with the voluntary benefit provider, including but not limited to overpayment, underpayment, benefit termination, benefits not received, additional fees, or information exposure through the third-party vendor. The City assumes no responsibility or liability apart from making deductions as directed by the employee in writing.
- D: Terminating the Deduction in Writing: Terminating any voluntary

deduction must also be in writing with the same specific information as is required to initiate a deduction in Article 22.07.A. Identifying which deduction is to be terminated must also be in writing and include the employee's signature.

E: Outside the Grievance Process: With the exception of the City's refusal to process a valid member request, all aspects of the Voluntary Benefit Deduction in Article 28.07 are interactions between an employee and third party and exempt from (and outside of the scope of) the grievance procedure in Article 6 of this Agreement.

22.08 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 voluntary benefit deductions in Article 22.07.

ARTICLE 23

UNIFORMS & BEDDING

- 23.01 All uniforms, boots or shoes, 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 one pair of departmentally approved boots or shoes as determined by the department's uniform officer. Boot or shoe style shall be agreed upon by the Fire Chief or designee and the Union Safety Officer.
- 23.04 All uniforms, protective clothing and protective equipment required by the department shall be replaced by the City in the case of damage while on duty.
- 23.05 The City agrees to furnish each employee upon employment the following Personal Protective Equipment (PPE):
- Two (2) bunker coats
 - Two (2) pair bunker pants
 - Two (2) pair suspenders
 - One (1) helmet
 - One (1) pair bunker boots
 - Two (2) pair gloves
 - Two (2) hoods
 - One (1) protective bag for SCBA mask
 - One (1) dual purpose jacket (wildland/extrication PPE)
 - One (1) pair dual purpose pants (wildland/extrication PPE)

One (1) pair wildland boots
One (1) pair extrication gloves
One (1) gear bag

- 23.06 Newly hired personnel may only receive one (1) set of Personal Protective Equipment until completion of their probationary period. The second set of Personal Protective equipment and Wildland Protective Gear shall be provided as soon as budgetarily possible, but not later than the next budget cycle.
- 23.07 Personal Protective Equipment (PPE) shall be in accordance with National Fire Protection Association (NFPA) standards and the Health and Safety recommendations.
- 23.08 All employees shall be issued new protective clothing pursuant to the Department Replacement Program.
- 23.09 Each employee upon hire shall be provided one set of bedding.

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 only changes to wages are set forth in this Article. All future increases in pay of any nature will be subject to negotiations between the parties. The salary range schedules for the term of this agreement are contained in Appendix B of this agreement. The annual salary of employees may not exceed the top of their respective pay range.

24.02 **WAGES AND PERFORMANCE APPRAISALS**

- A. All new employees enter City service at the minimum salary identified in the salary range. New employees will serve a probationary period of twelve (12) months in accord with Fire Department rules.
- B. The minimum and maximum salary range of all classifications are reflected in Appendix B. No employee shall exceed the maximum base pay identified for their pay grade.
- C. Effective October 1, 2021, the salary range for all classifications will be increased as reflected in Appendix B, all current employees shall receive a 13% increase to their base salary. If an employee enters City service or changes classifications, the wages of such an employee shall be adjusted consistent with Appendix B and the

terms of this agreement.

- D. Effective October 1, 2022, the salary range of all classifications shall be increased as reflected in Appendix B. All current employees shall receive a 7% increase to their base salary. Employees who are at the top of their pay range will receive a lump sum payment equal to 7% of base pay or a combination of wage increase and lump sum payment if within 7% of the top of the pay range. This lump sum will be paid the pay period immediately following 10/1/2022.
- E. Effective October 1, 2023, the salary range of all classifications shall be increased as reflected in Appendix B. All current employees shall receive a 6% increase to their base salary. Employees who are at the top of their pay range will receive a lump sum payment equal to 6% of base pay or a combination of wage increase and lump sum payment if within 6% of the top of the pay range. This lump sum will be paid the pay period immediately following 10/1/2023.
- F. All wage increases are contingent upon receiving at least a satisfactory performance evaluation for the most recent performance review. Absent written documentation to the contrary, all employees shall be deemed to have at least a satisfactory performance evaluation.
- G. Should the actual performance rating be unsatisfactory or needs improvement, such performance rating shall be documented in a written performance evaluation report and the employee shall not

receive an increase until a re-rating occurs, as per current practice. Upon receiving an overall performance rating of at least satisfactory, the employee shall receive the bargained increase. The increase shall not be retroactive. Such a re-rating shall not change the employee's anniversary date.

- H. Written performance appraisals are required to document evaluation ratings of unsatisfactory, needs improvement, and exceeds expectation for employees.

24.03 LONGEVITY PAY

- A. Longevity Pay shall apply to those regular full-time employees who reach (10) years of employment in the Naples Fire Rescue Department.
- B. On an employee's anniversary date of hire with the Fire Department, the employee shall receive an increase of \$500 added to their base salary for each year of service beginning at year ten (10), 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:

Months	Bi Weekly	Annual Amount
120 - 131	\$19.23	\$500
132 – 143	\$38.46	\$1,000
144 – 155	\$57.69	\$1,500
156 – 167	\$76.92	\$2,000
168 – 179	\$96.15	\$2,500
180+	\$115.38	\$3,000

24.04 PAY PLAN GRADE DEFINITIONS

- A. FF- Employees who are certified as firefighters.
- B. FFPM- Employees who are or become certified as a Paramedic.
- C. DE- Employees who are promoted to the rank of Driver Engineer.
- D. DEPM - Employees who are promoted to the rank of Driver Engineer and who are or become certified as a Paramedic
- E. LT- Employees who are promoted to the rank of Lieutenant.
- F. LTPM - Employees who are promoted to the rank of Lieutenant, and who are or become certified as a Paramedic.

24.05 In the event an employee is promoted to a Driver Engineer or a Fire Lieutenant classification, that employee will serve a six-month probationary period in the new position regardless of the length of seniority he may have. Such employee shall have full access to this agreement and to the grievance procedure except that the employer has the right to demote the employee to their previous or similar position during the probationary period

without appeal rights. Employees who are promoted shall receive a salary increase as follows:

A. Promotion to DE or DEPM

A FF or FFPM who is promoted to DE or DEPM shall receive a 5% increase and be placed in the applicable DE or DEPM classification.

B. Promotion to LT or LTPM

A DE or DEPM who is promoted to LT or LTPM shall receive a 10% increase and be placed in the applicable LT or LTPM classification.

A FF or FFPM who is promoted to a LT or LTPM shall receive a 15% increase and be placed in the applicable LT or LTPM classification.

C. At no time shall an employee's salary be less than the minimum of the pay classification they are assigned.

24.06 ASSIGNMENT PAY

A. Employees 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. Special Operations Teams (SOT)

1. An employee who is a certified member or becomes a certified member of the Technical Rescue team, Hazardous Materials team or Dive Rescue/Recovery team shall receive SOT pay in the amount of \$76.93 bi-weekly (\$ 2,000 annually). SOT pay shall commence at the next pay period after being notified of

appointment to the team. SOT payment is not used in the calculation of a member's pension benefit.

2. One employee will be appointed the SOT Coordinator for each of the Technical Rescue, Hazardous Materials, and Dive Rescue/Recovery teams. The three SOT Coordinators will be paid \$96.15 bi-weekly (\$ 2,500 annually) and are not eligible for the \$76.93 biweekly (\$ 2,000 annually)that is paid to the SOT team members. ESU Coordinator pay shall commence at the next pay period after being notified of appointment to Coordinator. SOT Coordinator. payment is not used in the calculation of a member's pension benefit.
3. SOT 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 SOT Battalion Chief and shall require participation in schedule make-up training or assignment(s).
3. Employees may be assigned to only one (1) SOT team at a time.
4. SOT assignments are limited to the following maximums:

Technical Response Team	8
Hazardous Materials Team	14
Dive Rescue/Recovery Team	6
5. The Chief of the Fire Department reserves the right to assign

employees 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 (\$ 2,000 annually). 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.

Records Management and CAD Administration	3
Peer Fitness Trainers	3
QA/QI and EMS	3

24.07 PARAMEDIC CERTIFICATION PAY

- A. Upon receiving the State of Florida Paramedic Certification, an employee shall receive a \$1,500 one-time lump-sum bonus in the bi-weekly paycheck immediately following the date proof of certification is submitted to the Fire Chief or designee. This bonus is not used in the calculation of a member's pension benefits.
- B. Current employee's having a valid State of Florida Paramedic Certification in good standing will receive a lump sum increase of \$2,000 to base pay effective October 1, 2021; having already received an \$8,000 increase to base pay for State of Florida Paramedic Certification from the previous collective bargaining agreement(s). Employees who newly acquire their State of Florida Paramedic Certification will receive a \$10,000 increase to their base pay in the pay period immediately following the Fire Chief or designee's receipt and confirmation of the employee's certification.

This will move the employee into the paramedic pay grades so long as the certification is in good standing.

- C. An employee who is or becomes a certified Paramedic shall maintain such State certification as a condition of employment. Any employee that does not maintain such State certification shall be removed from the Paramedic classification and their annual pay reduced by \$10,000.
- D. An employee so removed from the paramedic classification has 180 days to requalify for the Paramedic classification and failure to requalify within the 180-day period will result in termination.

24.08 BOAT OPERATOR CERTIFICATION PAY

- A. An employee who is or becomes a certified Boat Operator 1 as determined by the Fire Chief or designee shall receive \$38.46 per pay period (\$ 1,000 annually) paid on the bi-weekly paycheck. Boat Certification pay shall commence at the next pay period after designation by the Fire Chief or designee. The Boat Certification payment is not used in the calculation of a member's pension benefit.
- B. An employee who is or becomes a certified Boat Operator 2, as determined by the Fire Chief or designee, shall receive \$57.69 per pay period (\$ 1,500) paid on the bi-weekly paycheck. Boat Certification pay shall commence at the next pay period after designation by the Fire Chief or designee. The Boat Certification payment is not used in the calculation of a member's pension benefit.

- C. The decision of the Fire Chief or designee as to the designation of certified Boat Operators is final and is not subject to the Grievance Procedure in this agreement. The Fire Chief or designee may add and remove the designation from employees.

24.09 AIRCRAFT RESCUE FIREFIGHTER

An employee who is certified, or who becomes a certified Aircraft Rescue Firefighter (ARFF) as determined by the Fire Chief or designee shall receive \$57.69 per pay period (\$ 1,500 annually) paid on the biweekly paycheck. ARFF pay shall commence at the next pay period after designation by the Fire Chief or designee.

24.10 HOLIDAY SEASON BONUS

Employees employed on December 1 of each calendar year of this agreement shall receive a \$ 300.00 Holiday Season bonus paid in December.

24.11 All Employees will be paid every two weeks.

APPENDIX B

The salary range schedules for the term of this agreement are set forth herein.
The annual base salary of employees may not exceed the maximum of the pay range.

Effective October 1, 2021

Pay Grade	Minimum	Maximum
FF	\$ 50,338	\$ 83,669
FFPM	\$ 60,338	\$ 93,669
DE	\$ 57,083	\$ 89,386
DEPM	\$ 67,083	\$ 99,386
LT	\$ 68,535	\$105,893
LTPM	\$ 78,535	\$115,893

Effective October 1, 2022

Pay Grade	Minimum	Maximum
FF	\$ 53,892	\$ 88,731
FFPM	\$ 63,892	\$ 98,731
DE	\$ 61,113	\$ 94,794
DEPM	\$ 71,113	\$104,794
LT	\$ 73,373	\$112,300
LTPM	\$ 83,373	\$122,300

Effective October 1, 2023

Pay Grade	Minimum	Maximum
FF	\$ 57,126	\$ 93,168
FFPM	\$ 67,126	\$103,168
DE	\$ 64,780	\$ 99,534
DEPM	\$ 74,780	\$109,534
LT	\$ 77,775	\$117,915
LTPM	\$ 87,775	\$127,915

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 their 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 Employees 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 will be required to reimburse back to the City the expenditures relating to any training 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 their normal retirement date 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 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 24.05.B.
- 28.07 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 Fire Chief or their 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 In the event of an equal test score, that was taken on the same test date, the departmental seniority date shall be utilized for promotion to Driver Engineer.
- 28.11 The City shall, in anticipation of the expiration or depletion of the Driver Engineer 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. Notice of examination for promotions to

Driver Engineer 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 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.

- 28.12 The Driver Engineer promotional register created through examination procedures shall be in effect for eighteen (18) months or until the register is depleted, whichever is sooner.

ARTICLE 29

LEAVE OF ABSENCE

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

29.02 Maternity leave shall be treated as any other medical disability whereby accrued leave time shall be utilized for the period of disability in accordance with policy. An employee who becomes pregnant may continue working in their position prior to delivery unless the employee develops an illness or physical condition that may reasonably cause harm to the unborn child or employee. In the event that a pregnant employee provides a doctor's statement that they have developed an illness or a physical condition that might reasonably cause harm to the unborn child or employee, the City shall make an effort to place such employee in a light duty assignment.

Whether or not the employee will be placed on a light duty assignment will depend upon availability of a job assignment and the required skills. Any denial of the light duty assignment will be explained to the employee at the time of the denial. A pregnant employee denied a light duty assignment may be granted a leave of absence pursuant to the provisions of this Article.

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 Fire 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 Fire 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 The retirement benefits for all employees shall be as provided in the City of Naples Firefighter's Pension and Retirement System ("Plan"), City of Naples Code of Ordinances Chapter 29, Article IV.

30.02 Contributions to the firefighters' pension and retirement trust fund shall be deducted in the amount specified in the Plan Ordinance.

30.03 The City agrees to a Deferred Retirement Option Plan with the following conditions:

DROP Conditions:

- 1) As a condition of the DROP, employees who elect to participate in the DROP will be required to sign an agreement acknowledging that their employment is "at will" during the DROP participation period and may be terminated at the discretion of the City Manager upon receipt of an unsatisfactory performance evaluation. The decision of the City Manager is final and NOT subject to grievance arbitration. Participation in the DROP does not guarantee employment for the specified period (60 months).
- 2) Employees must attain the Normal Retirement Date to be eligible to participate in the DROP.
- 3) Employees must elect to participate in writing at least 30 days prior to their retirement date.
- 4) The maximum DROP participation period is 60 months. The employee shall irrevocably resign effective after 60 months of participation, although the member may resign prior to the 60-month limit.
- 5) Benefit calculation. For retirement system purposes the employee's retirement benefit is calculated on the date of retirement prior to participation in the DROP. The COLA component of the frozen benefit, calculated as of May 31, 2013, will accrue during participation in the DROP.
- 6) DROP participants shall NOT accrue additional retirement benefits after

DROP entry. All other benefits available to employees are available to DROP participants EXCEPT access to the grievance procedure for termination.

- 7) Account earnings. Credited at an annual rate of 1.3% compounded monthly.
- 8) Payout. Following termination, the account shall be paid in a single lump sum; in a direct rollover to another eligible plan; or a combination of these options. Said option to be selected by the member.
- 9) Death. Beneficiary has the same right to the post-retirement survivor benefit options set forth above. An employee shall not be eligible for pre-retirement death benefits upon entry into the DROP.
- 10) Disability. DROP participants are not eligible for disability retirement benefits.
- 11) Forfeiture of retirement benefits. Participation does not remove DROP participants from forfeiture of retirement benefits pursuant to applicable law.

30.04

The City and Union mutually agree as follows:

All annual premium tax revenues received pursuant to Chapter 175, Florida Statutes, will be used to offset the City's pension contributions.

The parties agree that the supplemental share plan retirement benefit provided in the Plan Ordinance and to be funded exclusively with Ch. 175 premium tax revenues satisfies the requirement for a defined contribution plan component in section 175.351(6), F.S. The City and Union have mutually agreed that no Ch. 175 premium tax revenues will be allocated to the share plan at this time. At such time as the City and Union agree to allocate Ch. 175 premium tax revenues to the share plan, the parties will negotiate the amount of the allocation.

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, 2021, and will remain in effect until September 30, 2024.
- 32.02 All active employees at the time this Agreement is ratified by both the union and the City of Naples City Council will be eligible for retroactive payment of the increase to base pay, overtime hours worked, holiday pay, personal leave pay out, and incentives that are not identified below.
- 32.03 Longevity and working out of class incentives will be paid moving forward from ratification due to payroll processing methodology.
- 32.04 Retroactive payments will be made as soon as is administratively possible following the ratification of this Agreement.

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 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.



Chris Clissold
President, Local 2174




Pete DiMaria
Interim City Manager,
City of Naples



Ross Minott
Vice President, Local 2174



Charlotte Loewel
Labor Relations Manager,
City of Naples



Patricia Rambosk
City Clerk, City of Naples



Russell Thomas
Labor Relations Manager,
City of Naples