COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT
and the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #2297

EFFECTIVE
OCTOBER 1, 2018 TO SEPTEMBER 30, 2021

RATIFIED BY LOCAL #2297
DECEMBER 5, 2018

RATIFIED BY NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
NOVEMBER 14, 2018

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ARTICLE 1: PREAMBLE

This Agreement is entered into by and between the North Collier Fire Control and Rescue District of Naples, Florida, hereinafter referred to as "the District" and Local #2297, International Association of Fire Fighters, hereinafter referred to as " the Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish a proper standard of wages, hours, and other conditions of employment.

ARTICLE 2: RECOGNITION

The District recognizes the International Association of Fire Fighters Local 2297 as the sole and exclusive bargaining agent for purposes of collective bargaining with respect to wages, hours, and terms of conditions of employment for all employees included in Public Employees Relations Commission (PERC) Order #15E-087 – Certification #1862, and; Order #15E-125 – Certification #1863.

Should the Union merge with another IAFF local union or be succeeded by another IAFF local union, then the District will recognize such other IAFF local union, honor this collective bargaining agreement without interruption, sign an amendment to this Agreement changing the name of the union, and join the Union in filing a petition with the Florida PERC (such petition to be prepared by the Union) to amend the certification to change the name of the certified union to the other IAFF local union.

The Union recognizes the Fire Chief or a member of the Management Team as the District's Representative for the purpose of collective bargaining and the settlement of disputes.

ARTICLE 3: PAYROLL DEDUCTION OF UNION DUES

The District agrees to deduct on each pay period the dues and assessments, in an amount certified to by the Treasurer of the Union, from the pay of those employees who individually request in writing that such deductions be made. The District shall remit the total amount of deductions each month to the Treasurer of the Union.

An employee may, at any time, on forms provided by the Union, revoke his/her union dues and deduction and shall submit such revocation form to the District with a copy of such revocation form to the Union. The District shall only stop Union dues deductions on the first pay period in each calendar month.

Upon receipt of a lawfully executed written authorization form from an employee, the Fire District agrees to deduct a FIREPAC deduction of such employee from his/her paycheck and remit such deductions to the duly elected Treasurer of the Union. An employee may, at any time, on forms provided by the Union, revoke FIREPAC deduction and shall submit such revocation form to the District with a copy of such revocation form to the Union. The Fire District shall only stop FIREPAC deductions on the first pay period of each calendar month.

The Union agrees to indemnify, defend and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this article.

There shall be no charge made by the District for these deductions.

ARTICLE 4: DISCRIMINATION

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

B. Union Membership: The District and the Union agree not to discriminate against any employee for his activity, or inactivity, in behalf of, or membership in, or non-membership in the Union.

C. Non-Discrimination: No employee covered by this agreement will be discriminated against by the District or the Union with respect to any job benefits or other conditions of employment accruing from this agreement because of race, sex, color, national origin, religion, age, marital status, sexual orientation, veteran status, or other legally protected status.

D. A claim of discrimination by an employee against the District shall be grievable, but not arbitral, and shall only be subject to the method prescribed by law or by the rules having the force and effect of law.

ARTICLE 5: UNION BUSINESS

A. Meetings: The District agrees to permit Union meetings at any time at the District's Fire Stations after prior verbal notice from the Union to the Fire Chief or his designee as to the time and place the meeting is to be held.

The Union may schedule use of the District Training Room at Station 45 for one (1) regular meeting monthly. The dates of the monthly meetings for the upcoming fiscal year (October 1 through September 30) will be furnished to the District by October 1st of each year.

The District Training Room may be requested at other times in accordance with District Policy. The District will not assess a fee for the Union's use of the District Training Room.

Union meetings shall not in any way interfere with the operations of the District.

B. Bulletin Board: The District agrees to provide a space in all fire stations for a bulletin board for the purpose of posting Union letters and materials.

All materials placed on the Union Bulletin Board will be signed by the Union President or his designee.

Materials placed on the Union Bulletin Board shall pertain only to Union activities and shall not reflect negatively upon any employees, officials, or constituents of the District.

No materials which violate the provisions of this section shall be posted and, if posted, shall be removed by the Fire Chief or his designee, and the Union President or his designee will be notified.

C. Activities: Employees elected or appointed to represent the Union shall be granted time to perform the following local Union functions: attendance at regular monthly meetings, meeting with the Fire Chief, attendance at Fire Commission meetings with the Fire Commissioners, disciplinary hearings, and activities related to grievance procedures without loss of pay, provided preferred staffing as determined by the Fire Chief or his designee, is maintained. Union activity shall not in any way interfere with the operations of the District.

D. Negotiations: Up to four (5) Members (4 Principle Officers and the District VP) of the Union negotiating team will be allowed time off without loss of pay for all negotiating sessions with the District. Two additional members will

be allowed time off with pay for all negotiating sessions, provided no overtime is required, which shall be scheduled at times mutually agreeable to the Union and the District.

E. Union Business: The District will allow not more than two (2) members of the Union per shift and additional personnel as approved/authorized by the Fire Chief, to be granted educational time to attend two (2) State or International conferences each fiscal year. The time may be approved up to 100 days prior to the month of the event. This time will not exceed forty-eight (48) hours per attending employee, without prior approval/authorization by the Fire Chief. If the time off is not requested with the 100 day notice referenced herein, the time off will be approved provided preferred staffing can be maintained. Transportation, lodging, meals, registrations and incidental costs will be absorbed by the union.

F. Internet Access: The District agrees to provide 24-hour internet access for the four Principle Union Officers via the District's Network.

G. Union Office: The District agrees to provide the Union an office.

H. Florida State Legislature: Two (2) members of the Union, IAFF Local 2297, shall be released from work to attend sessions of the Florida State Legislature for District related business. The President must notify the Fire Chief of the request for time. Transportation, lodging, meals, registrations and incidental costs will be absorbed by the Union.

ARTICLE 6: POLICIES AND PROCEDURES

The Union agrees that its members shall comply with all the District's Policies and Procedures, including those relating to conduct and work performance. The District agrees that Policies and Procedures in effect on the date of this Agreement shall be a formal part of this Agreement. Any new or revised policies ordered by the Board of Fire Commissioners or new or revised policies and procedures ordered by a Chief Officer shall be complied with.

Any new or revised policy, rules or regulations that violate another provision of this Agreement will be considered proper subjects for adjustment under the grievance procedure.

The Union shall have the right to review any new policies, rules or regulations affecting wages, hours or terms and conditions of employment within 10 days prior to the policy or procedure being distributed to the Board, in the Board packet.

Failure of the Union to request impact bargaining within twenty-one calendar days, following Board approval, shall constitute a waiver.

ARTICLE 7: WAGES

A. Payment and Anniversary Date:

The wages shall be based on annual salary and shall be divided in twenty-four (24) payments to be paid the 15th day of each month and the last day of each month. Anniversary date for the purpose of this Article shall be the date of employment.

B. Transfers:

Any firefighter transferred to Fire Prevention with less than one (1) year seniority shall be placed in the starting Inspector pay grade.

Any member transferred, promoted, or demoted shall be placed in the pay grade corresponding to his rank and seniority.

Any member up to and including the rank of Lieutenant transferred to the position of Inspector shall keep the same pay grade provided they are a State Certified Inspector I and the transfer is approved by the Fire Chief.

C. Certification Pay:

1. Each member certified with one (1) or more of the following certifications shall receive the following amounts per pay period:

   a. Department certified MAKO repairman: $30.00 per pay period (three positions).

      Department certified MAKO coordinator: $50.00 per pay period.

   b. Department certified nozzle repairman: $30.00 per pay period (one position).

      Department certified nozzle coordinator: $50.00 per pay period.

2. The members of whose certifications lapse shall discontinue receiving the above amount. It is the member's responsibility to ensure all certification requirements are met and to notify the District of any lapse in such certification as soon as the lapse occurs.

3. The District shall not be responsible for maintaining any member's certifications.

D. Field Training Officers:

Each field training officer shall receive one hundred fifty ($150.00) per pay period. Field training officer positions will be filled in accordance with District SOP.

E. Special Operations:

Each Team Leader of a Special Operations Team shall receive one-hundred fifty dollars ($150.00) per pay period. Each Assistant Team Leader of a Special Operations Team shall receive one-hundred ten dollars ($110.00) per pay period.

1. Special Operations Teams consist of the following:

   - Hazardous Materials
   - Dive Rescue
   - Boat Operations
   - Technical Rescue

   No member can be a Team Leader of more than one team.

   No member can be an Assistant Team Leader of more than two teams. No member can be a Team Leader and an Assistant Team Leader.

   The Fire Chief shall have the discretion to appoint or remove the Team Leader, Assistant Team Leader and Team Members.

   The Fire Chief's authority to appoint or remove the Team Leader, Assistant Team Leader, and Team Members shall not be grievable or arbitral.

2. The following Special Operations Teams' members will be paid at their regular overtime rate for the off duty drills and training they attend and participate in.

Team	Maximum Hours	Minimum Members
Technical Rescue -SAR	40 16	30 members 6 members
Hazardous Materials	32	35 members
Dive Rescue	24	27 members
Boat Operations	25	16 members

These hours, if not used, will not be carried over into the next fiscal year.

All members must participate in at least seventy percent (70%) of the special operations overtime training to maintain membership on the team, and to receive the three hundred dollars ($300.00) special operations incentive pay to be paid on September 30th of each year. Exceptions may be made by the Fire Chief or his designee regarding the seventy percent (70%) participation in training requirement to receive the three hundred dollar ($300.00) incentive pay.

Non-shift employees are entitled to be a member of a team and can attend drills on educational time that occur on duty during their normal work week. 40-hour personnel will not be counted against the maximum number of team members.

F. Assuming Additional Responsibility (AAR) Pay:

Each member qualified to assume the responsibility of the next higher rank will receive the following amounts per hour, in addition to their base hourly rate, based on hours for rate of pay in Article 10 - Rate of Pay:

Personnel Assigned to Operations (Includes D shift):	
Firefighter/Acting Engineer	$1.20 per hour
Engineer/Acting Lieutenant	$1.20 per hour
Lieutenant/Acting Captain	$1.20 per hour
Captain/Acting Battalion Chief	$1.20 per hour
Battalion Chief *Requires FL State Cert. F.O. 2 or All Hazards IMT 0-0305*; and S330* and ICS 400* (*completion of these three required) Note: F.O.2 shall no longer be paid after 10/1/2020)*	$1.20 per hour

Personnel Assigned to Non-Shift Schedule:	
Fire Prevention	
Lieutenant/Deputy Fire Marshal (Captain)	$1.20 per hour
Deputy Fire Marshal (Captain)/Fire Marshal (Battalion Chief)	$1.20 per hour
Fire Marshal (Battalion Chief) *Requires FL State Cert. F.O. 2 or ICS 400*; Facilities*	$1.20 per hour

IM971 and All Hazards IMT 0-305* (*completion of all three required) Note: F.O.2 shall no longer be paid after 10/1/2020)*	
Training	
Training Lieutenant *Requires FL State Cert. F.O. 2*	$1.20 per hour
EMS Lieutenant *Requires PALS Instructor AND ACLS Instructor Certification*	$1.20 per hour
Training Captain/Acting Battalion Chief	$1.20 per hour
Training Battalion Chief *Requires FL State Cert. F.O. 2 or ICS 400; All Hazards IMT 0-305 and IMT 954 Safety (*completion of all three required) Note: F.O.2 shall no longer be paid after 10/1/2020)*	$1.20 per hour
Logistics	
Logistics Lieutenant *(Requires FL State CERT. F.O.2, ICS 400* and All Hazards IMT 0-305* (completion of both required).*	$1.20 per hour
Logistics Captain/Acting Battalion Chief	$1.20 per hour
Logistics Battalion Chief *(Requires FL State Cert. F.O.2 or ICS 400*; All Hazards IMT 0-305* and Logistics Section Chief IMT967* (*completion of all three required) Note: F.O.2 shall no longer be paid after 10/1/2020)*	$1.20 per hour

G. Educational Incentive Pay:

Members holding the following Florida State Fire College Certifications and/or EMS certifications, unless the certification is a requirement listed in the member's job description (i.e., Fire Inspector job description requires Fl. State Certified Fire Inspector I), or if they are receiving pay under Article 7(E) above for the certification, shall receive $0.10 per hour for each certificate, but only for the highest level of certification per classification (i.e., Fire Officer, Fire Instructor, Fire Inspector), as long as certifications remain current, up to a maximum of $0.40 per hour of rate of pay listed in Article 10. Payment for certification will cease when certification period ends unless recertification documentation is provided to the District's human resources/payroll department upon recertification:

Listed are Certificates with eligible positions:

Pump Operator	
FL State Certified Pump Operator	Firefighter Firefighter/Engineer Inspector I Inspector II Deputy Fire Marshal Fire Marshal Logistics Lieutenant Logistics Captain Training Lieutenant Training Captain
Fire Officer I, II, III or IV *(only paid for highest achievable level in classification)*	
FL State Certified Fire Officer I	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Inspector I Logistics Captain EMS Lieutenant
FL State Certified Fire Officer II	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant EMS Lieutenant Captain EMS Captain Training Lieutenant Lieutenant/Battalion Chief Inspector I Inspector II Deputy Fire Marshal
FL State Certified Fire Officer III	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant

	Lieutenant/Captain Captain EMS Lieutenant EMS Captain Training Lieutenant Training Captain Logistics Captain Lieutenant/Captain/Battalion Chief Inspector I Inspector II Deputy Fire Marshal
FL State Certified Fire Officer IV	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant Lieutenant/Captain Lieutenant/Captain/Battalion Chief Captain Battalion Chief EMS Lieutenant EMS Captain EMS Battalion Chief Training Lieutenant Training Captain Training Battalion Chief Logistics Lieutenant Logistics Captain Logistics Battalion Chief Inspector I Inspector II Deputy Fire Marshal Prevention Battalion Chief
Hazardous Materials Technician	
FL State Certified Hazardous Materials Technician	All Sworn Operational, Prevention, Training and Logistics personnel with the exception of those who are members of the District's Hazmat Team and eligible for Special Teams' overtime pursuant to Article 7(E) above

State Certified Instructor I, II or III *(only paid for highest achievable level in classification)*	
FL State Certified Instructor I	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant EMS Lieutenant EMS Captain Logistics Captain Lieutenant/Captain/Battalion Chief Inspector I Inspector II Deputy Fire Marshal
FL State Certified Instructor II	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant Lieutenant/Captain Lieutenant/Captain/Battalion Chief Captain Battalion Chief EMS Lieutenant EMS Captain Logistics Captain Training Captain Logistics Battalion Chief Training Battalion Chief Prevention Battalion Chief Deputy Fire Marshal
FL State Certified Instructor III	All Operational, Prevention and Training personnel and Logistics Captain
State Certified Inspector I or II *(only paid for highest achievable level in classification)*	
FL State Certified Inspector I	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant Lieutenant/Captain

	Lieutenant/Captain/Battalion Chief Captain Battalion Chief EMS Lieutenant EMS Captain EMS Battalion Chief Logistics Lieutenant Logistics Captain Logistics Battalion Chief Training Lieutenant Training Captain Training Battalion Chief
FL State Certified Inspector II	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant Lieutenant/Captain Lieutenant/Captain/Battalion Chief Captain Battalion Chief EMS Lieutenant EMS Captain EMS Battalion Chief Logistics Lieutenant Logistics Captain Logistics Battalion Chief Training Lieutenant Training Captain Training Battalion Chief Inspector 1
State Certified Fire Investigator I or II *(only paid for highest achievable level in classification)*	
FL State Certified Fire Investigator I	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant Lieutenant/Captain Lieutenant/Captain/Battalion Chief Captain Battalion Chief

	EMS Lieutenant EMS Captain EMS Battalion Chief Logistics Lieutenant Logistics Captain Logistics Battalion Chief Training Lieutenant Training Captain Training Battalion Chief
FL State Certified Fire Investigator II	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant Lieutenant/Captain Lieutenant/Captain/Battalion Chief Captain Battalion Chief EMS Lieutenant EMS Captain EMS Battalion Chief Logistics Lieutenant Logistics Captain Logistics Battalion Chief Training Lieutenant Training Captain Training Battalion Chief Inspector 1 Inspector 2
State Certified Live Fire Training Instructor I or II *(only paid for highest achievable level in classification)*	
FL State Certified Live Fire Training Instructor I	Firefighter Firefighter/Engineer Engineer Engineer/Lieutenant Lieutenant Lieutenant/Captain Lieutenant/Captain/Battalion Chief Captain Battalion Chief EMS Lieutenant EMS Captain

	Logistics Lieutenant Logistics Captain Logistics Battalion Chief Battalion Chief Inspector I Inspector II Deputy Fire Marshal Prevention Battalion Chief Training Lieutenant
FL State Certified Live Fire Training Instructor II	All sworn Operational, Prevention, Training and Logistics personnel
Certified Safety Officer	
FDSOA and/or FL State Safety Officer Certification	All Operational, Prevention, Training and Logistics
EMS Certificates *(eligible employees shall only collect payment for one certificate)*	
International Trauma Life Support (TLS)	All sworn Operational, Prevention, Training and Logistics personnel
Basic Trauma Life Support (BTLS)	All sworn Operational, Prevention, Training and Logistics personnel
Pre-Hospital Trauma Life Support (PHTLS)	All sworn Operational, Prevention, Training and Logistics personnel
USFA IMT Courses	
ICS 400	All sworn Operational, Prevention, Training and Logistics personnel excluding Battalion Chief
All Hazards IMT-O-305	All sworn Operational, Prevention, Training and Logistics personnel excluding Battalion Chief
Fire & Life Safety Educator Certification	
All sworn Operational, Prevention, Training and Logistics personnel	
Fire Code Administrator	
All sworn Operational, Prevention, Training and Logistics personnel	

Fleet Technicians & Lead Fleet Technician *(Effective 10/01/19)*
Fleet and Lead Fleet Technician members holding the following ASE certifications, unless the certification is a requirement listed in the member's job description (i.e., Fleet and Lead Fleet Technician job descriptions require that member must obtain an ASE Certification in medium and heavy duty trucks), shall receive $0.10 per hour for each individual ASE certificate (excluding 1 certificate required in the job descriptions) up to a maximum of $0.40 cents, as long as certifications remain current. Payment for certification will cease when certification period ends unless recertification documentation is provided to the District's human resources/payroll department upon recertification. Listed are Certificates eligible only to Fleet Technicians and Lead Fleet Technician: ASE "A" series: Automotive/Light Truck A1, A2, A3, A4, A5, A6, A7, A8, A9 ASE "T" Series: Medium and Heavy Duty Trucks T1, T2, T3, T4, T5, T6, T7, T8 ASE "E" Series: Truck Equipment Technician E1, E2, E3 ASE "L" Series: Advanced Level L1, L2, L3 ASE "P" Series: Parts Specialist P1, P2 ASE "X" Series: Specialty X1

H. Credentialed Paramedic Overtime Pay:

All members designated as credentialed paramedics pursuant to Article 32 will be paid at their regular overtime rate of pay for the off duty training they attend and participate in, up to a maximum of 12 hours per individual per fiscal year.

Note: Pay chart will reflect the attached proposed pay chart. All current employees will remain at their Base pay rate at the time of ratification based upon 09-30-18 pay chart excluding Assuming Additional Responsibilities, PMD, EMT pay or the rate reflected in the 2018-2019 pay chart whichever is higher.

ARTICLE 8: OVERTIME AND SPECIAL DETAIL PAY

Overtime

In the event that a need for overtime shall occur because of emergency, sickness or other unforeseen conditions, it shall be required and shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay provided the employee works all scheduled hours during the work period or is on approved leave. Any time over fifteen (15) minutes duration will be paid a minimum of one (1) hour for the first hour. Overtime shall be paid according to a fiscal year schedule published by the District. All overtime and call back time shall be tracked and balanced by the District's Tele-Staff Software.

In the event that a need for special detail assignment as approved by the Fire Chief or his designee shall occur, special detail assignment shall be voluntary and paid at the rate of forty-five dollars ($45.00) per hour, regardless of rank or qualification of employee. However, a special detail may be offered based on rank or qualification.

"Special Firewatch": Events that require special training on fire alarm panels and inspections of fireworks displays. A minimum of two (2) personnel will be required for a special firewatch.

All special firewatch and special detail pay shall be paid at the rate of forty-five dollars ($45.00) per, with a four (4) hour minimum and shall be voluntary.

Instructor pay shall be at the rate of forty dollars ($40.00) per hour. The District reserves the right to grant final approval for a course or class based upon a minimum number of students enrolled required to satisfy the District's class/course cost, and also reserves the right to establish the course schedule.

No overtime shall be paid to cover station transfers for shift exchanges, unless overtime is caused by the District.

A. Overtime /Special Detail/Instructor/Procedure:

1. All overtime shall be monitored by the District's finance department each pay period.
    a. Internet access to Tele-Staff will enable all personnel to view and track their accrued overtime.
    b. Tele-Staff shall track a separate list for Special Firewatch, Special Detail and Instructor assignment as per the above criteria.

2. When a known need for overtime exists for operations more than fifteen (15) hours in advance, the shift commander or his designee shall utilize the Tele-Staff system to address overtime opportunities, subject to the approval of the Fire Chief or his designee. The person of the appropriate rank with the lowest

amount of hours will be notified first and so on. If the assignment is not filled then the qualified person with the next lowest amount of hours will be notified next and so on. If the position is not filled by equal rank or acting, an on duty person acting out of class would be returned to regular position and the notification will start again with the rank able to fill the position. This process will be followed until the assignment is filled.

3. When a need for overtime exists for operations less than fifteen (15) hours in advance, the shift commander or his designee shall notify on duty personnel of the appropriate or equal rank, with the lowest hours, of the overtime opportunity. The rank order in which personnel shall be notified will be: persons of equal rank on duty, personnel of equal rank off duty, on duty qualified Actings of a lower rank and on duty personnel of a higher rank.

4. When a need for special firewatch in any division or section, the division or section officer shall forward the information to the shift commander,

    a. The shift commander or his designee shall utilize the department email to contact all personnel eligible for the special firewatch. Selection shall be based on lowest hours first and seniority second from the firewatch list. Tele-Staff will be utilized to record and track hours.

    b. All personnel and their supervisors have access to Tele-Staff via the internet to view the awarding of special firewatch. The employee will be notified by the Shift Commander via department email, of the awarded assignment. The Tele-Staff system will be utilized to record and track hours.

5. When a need for special detail assignment exists in any division or section, the division or section officers shall forward the information to the shift commander.

    a. The shift commander or his designee shall utilize the departmental email to contact all personnel eligible for the special detail assignment. The shift commander shall make selection based on the lowest hours first and seniority second from the special detail assignment list.

    b. All personnel and their supervisors have access to Tele-Staff via the internet to view the awarding of special detail. The employee will be notified by the Shift Commander via department email, of the awarded assignment. The Tele-Staff system will be utilized to record and track hours.

6. When a need for Instructor assignment exists in any division or section, the appropriate Chief Officer or designee shall forward the information to the shift commander.

   a. The shift commander or his designee shall utilize the departmental email to contact all personnel eligible for the Instructor assignment. The shift commander shall make selection based on the lowest hours first and seniority second, based on the instructor assignment list.

   b. All personnel and their supervisors have access to Tele-Staff via the internet to view the awarding of Instructor assignment. The employee will be notified by the Shift Commander via department email, of the awarded assignment. The Tele-Staff system will be utilized to record and track hours.

ARTICLE 9: CALL BACK PAY

A. Call Back:

All employees covered by this Agreement who are called back to work by the Chief or his designee for off-duty time shall be paid at least four (4) hours minimum at one and one-half (1 1/2) times the employee's hourly rate of pay. The employee called back to work within two hours of their regular work shift shall be paid overtime until the employee's regular work shift begins. The employee called back shall remain on duty for the four (4) hour period for which overtime payment is received. Call back overtime pay shall be paid according to a fiscal year schedule published by the District.

B. On Call Pay:

The District reserves the right to place employees covered by this Agreement on call. The parties agree that time spent on call is not compensable as hours worked under the FLSA. In order to compensate on call employees for the minor inconveniences associated with on call status, the following will apply:

1. On call status will be assigned by the District on a rotating basis. Employees placed on call may swap their on call assignment with another qualified employee with the approval of the Fire Chief or his/her designee.
2. The District will supply either a pager or cell phone to employees assigned to on call status so as to facilitate freedom of movement by the employees and allow them to engage in personal activities.
3. Employees placed on call status must be able to respond within a reasonable period of time when called, and must be fit for duty when reporting after being called.
4. Employees will be paid $1.75 per hour for all hours on call. This hourly compensation rate will be included in the employee's regular rate for purposes of computing overtime as such rate applies to overtime hours worked pursuant to Paragraph A above.
5. Employees on call who actually are called back will also be entitled to call back pay under Paragraph A above.
6. An employee who is on call but fails to respond to a call forfeits on call pay and may be subject to possible disciplinary action.
7. On call shall be on a voluntary basis as long as a minimum of four (4) inspectors will be available for on call on a rotating basis.

ARTICLE 10: RATE OF PAY

Hourly rate of pay for shift personnel equals their annual pay divided by two thousand seven hundred four (2,704) hours, for the purpose of overtime pay only. The hourly rate of pay reflects the Fair Labor Standards Act.

Hourly rate for non-shift (includes D-shift operational) employees equals their annual salary divided by two thousand eighty (2,080) hours for the purpose of overtime pay only.

ARTICLE 11: OPERATOR'S INSURANCE

The District shall defend and hold harmless every employee in any suit of liability as a result of District operation if the employee acts in good faith and within the scope of his employment.

ARTICLE 12: SICK LEAVE

A. Accumulation: Effective October 1st and April 1st of each fiscal year, shift and non-shift employees (including D-shift) shall be credited 84 and 52 hours respectively. Non-shift, non-sworn employees shall receive 48 hours. Employees hired during the fiscal year, shall be credited a pro-rata share of sick leave.

If an employee separates from service and has used credited sick time before it has been accrued, the time will be taken from the final pay-check at a rate of fourteen (14) hours per month for shift employees and eight point six-six (8.66) hours per month for non-shift employees.

B. Sick Leave Not Used: Sick leave earned during the fiscal year but not taken and not used to replenish PLB (Personal Leave Bank) as described in paragraph (C) below, will be paid off at the end of the fiscal year at one-hundred percent (100%). Payment of such unused sick leave shall be made by October 15 of each year for the preceding fiscal year ended September 30. For employees who die before the end of a fiscal year, one hundred percent (100%) of the balance in the sick leave earned during the fiscal year in which they die and one hundred percent (100%) of the balance in their PLB and paragraph (C) will be paid to their designated beneficiary.

C. Personal Leave Bank: Ninety-six (96) hours of sick leave may be used per year by shift employees for personal reasons or transferred to PLB providing the request is made in writing to the Chief or his designee and approved by the Chief or his designee. A maximum of two-hundred eighty-eight (288) hours may be accumulated in a shift member's PLB.

Forty (40) hours of sick leave may be used per year by non-shift employees for personal reasons or transferred to PLB providing the request is made in writing to the Chief or his designee and approved by the Chief or his designee. A maximum of two-hundred (200) hours may be accumulated in a shift member's PLB.

PLB will not be paid at the end of each fiscal year, or upon a member's separation, for any reason, from the District, except as provided for above in Paragraph B.

D. Use of Sick Leave: Sick leave can be used for bona fide sickness, or injury for an absence covered by the FMLA; to supplement STD, LTD or workers' compensation up to the employee's pay for his regular schedule, not including overtime; to replenish the employee's personal leave bank up to the maximums

permitted in paragraph C above; or it may be donated in accordance with paragraph G below.

Sick leave may be used in increments less than twenty-four (24) hours for shift personnel and less than eight (8) hours for non-shift employees. Personnel with no sick leave remaining may use personal time without pre-approval to cover bona fide sickness or injury.

E. Absences:

1. Sick leave shall not be used for time off to work other employment or for educational pursuits.

2. The District will not require a medical provider's excuse for use of sick leave

   Nothing in this article will prevent the District from disciplining employees for abuse of sick leave.

F. FMLA: Paid and unpaid sick leave, and absences due to disability whether or not covered by LTD, STD or WC, shall precede leave entitlement under the FMLA unless otherwise requested by the employee.

G. Donation: Upon written authorization employees may donate accumulated but unused sick leave or vacation time to other District employees who have exhausted all of their accumulated sick leave, vacation leave and leave in their personal leave bank. Sick leave may be donated only for bona fide sick leave. Donations shall be in minimum increments of two (2) hours. Sick leave shall be used hour for hour regardless of the rate of the donor or donee, and will be paid as soon as is operationally practical. Donated sick leave shall be deducted from the account of the donor. Employees wishing to donate shall complete Attachment 1 and file it with the Chief or his designee.

1. Any hours in the former IAFF Local 4522/BCI-SDA Sick Bank Policy, upon ratification of this agreement shall be equally divided amongst the contributing Collective Bargaining Unit members of the former IAFF Local 4522, and placed into their Personal Leave Bank (PLB).

H. Workers' Compensation:

1. In the event an employee's physician authorizes the employee to return in a light duty capacity, the Fire Chief shall have the ability to make such work available if there is a legitimate need by the District. There shall be no obligation to create light duty.

2. The District will supplement Workers' Compensation payments up to 100% of the employee's base pay for up to six (6) months.

3. This may be extended for up to an additional six (6) months if at the end of the first six (6) months, the treating physician renders a written prognosis, a copy of which is provided to the Fire Chief, that the employee will recover to full duty status during the second six (6) months. The extension will be commensurate with the amount of time needed to recover but in no event shall be more than six months.

4. If the treating physician is unable to render a written prognosis that the employee will recover to full duty status during the second six (6) months, the supplement will cease.

5. When the employee reaches maximum medical improvement (MMI) as determined by the District's workers' compensation carrier, the supplement will cease.

6. If there is a determination that the employee is unable to return to work within a reasonable period of time, that the employee will be unable to return to work at all, or that the employee has reached MMI and is unable to perform the essential functions of his or her position, with or without reasonable accommodation, the District will separate the employee on this basis.

7. During the time the employee receives the District supplement provided for in subparagraph (1) above, absences will not be charged to the accumulated sick leave of the employee.

8. The District agrees to continue the employee's insurance, vacation and sick leave accruals on the same basis as if he were an active employee for the period which he receives a supplement from the District.

9. Any employee returning to work in a full duty status shall retain the same rank and seniority as held prior to the illness or injury.

10. After twelve (12) months from the date of injury the accrual of sick and vacation leave shall cease.

11. When it has been determined by medical examination by both the treating physician and the District's Physician that the employee is able to return to full duty and the employee does not do so, the employee will be terminated from employment and all benefits under this article will be

terminated.

12. Failure of an employee to submit to physical examination by the treating or District's physician, refusal to accept suitable employment, or refusal to make use of vocational rehabilitation services shall result in permanent forfeiture of all benefits of the Article.

13. Benefits under this article shall not be approved when it is determined by the Fire Chief that the disability occurred through the employee's negligence or willful misconduct.

14. If the employee brings litigation against the District related to this case while receiving the workers' compensation supplement, the supplement will be terminated.

ARTICLE 13: SHORT AND LONG-TERM DISABILITY

The District shall provide short and long-term disability insurance coverage for each employee.

The District reserves the right, at its sole discretion, to change insurance carriers and / or the scope of benefits.

A. Short-Term Disability:

This section applies only to Florida State Certified Firefighters.

1. Supplement: The District will supplement absences due to short-term disability, after the first fourteen (14) days, up to thirty-three (33%) percent of the employees regular straight time wages for up to six (6) months. The District will not supplement employees after six (6) months.

2. Leave Supplement: The employee may utilize accrued leave to bring compensation up to 100% of their regular straight time wages.

3. Non-compensable Claims: If a claim is either not determined within 45 days from the date of injury or found non-compensable the supplement will stop.

4. Return to Work: Any member approved by a physician to return to work in a light duty status shall do so. Any member returning to work in a full duty status shall retain the same rank, and seniority, as held prior to illness or injury.

   When it has been determined by medical examination by both the treating physician and the District Physician that the employee is able to return to full duty and the employee does not do so, all benefits under this article will be terminated.

   In the event an employee's physician authorizes the employee to return in a light duty capacity, the Fire Chief shall have the ability to make such work available after the first fourteen (14) days if there is a legitimate need by the District. There shall be no obligation to create light duty.

   Failure of an employee to submit to physical examination by the treating or District's Physician, refusal to accept suitable employment, or refusal to make use of vocational rehabilitation services shall result permanent forfeiture of all benefits of this Article.

If there is a determination that the employee is unable to return to work within a reasonable period of time, that the employee will be unable to return to work at all, or that the employee has reached MMI and is unable to perform the essential functions of his or her position, with or without reasonable accommodation, the District will separate the employee on this basis.

5. Employee Fringe Benefits: The District will continue to provide employee's insurance, vacation, and sick leave accruals to the same extent it provides same for other District employees as follows:

   a. For the first fourteen (14) days of disability;

   b. During the six (6) months that the employee receives the supplement under subparagraph A;

   c. After expiration of the supplement under subparagraph A if the employee is utilizing accrued leave to bring his total disability benefit plus sick leave up to one hundred percent (100%) of base pay.

   d. When the employee reaches maximum medical improvement (MMI) as determined by the District's Physician, the supplement will cease.

   Hold Harmless: The Union agrees to defend and hold harmless the District, its Commissioners and employees from any and all employee claims for benefits under this Article.

B. Long-Term Disability:

1. Following the expiration of short-term disability, long-term disability as provided by the District is available to the employee pursuant to District Policy.

ARTICLE 14: SHIFT EXCHANGE

Employees shall be able to exchange shifts when the change does not interfere with the operation of the Fire District.

All shift exchanges regardless of number of hours must be approved by the Shift Battalion Chief.

Shift exchange paybacks should be completed within 12 months.

No overtime will be paid to cover station transfers for shift exchanges, unless overtime is caused by the District.

In no circumstances shall the District be liable for any shift exchange which an employee fails to pay back.

ARTICLE 15: BEREAVEMENT LEAVE

In the event of a death in the immediate family of any employee, the employee shall be granted leave with pay. The immediate family shall mean the employee's spouse, and shall include the children, mother, father, stepmother, stepfather, brother, sister, grandchildren, and grandparents of the employee and employee's spouse, and anyone regularly residing in the employee's residence that is a significant other.

- The immediate family does not include other relations not specifically identified herein. Shift employees shall be granted up to seventy-two (72) hours off with pay.

- Non-shift and D-Shift employees shall receive up to sixty-four (64) hours off with pay. This time off shall be documented according to District policy.

- Upon approval of the Fire Chief, an employee may be allowed additional time off with pay through the utilization of accrued and available annual leave.

ARTICLE 16: HOLIDAYS

The following are paid holidays for shift personnel (includes 24-hour shift and D-Shift personnel):

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Christmas Eve
5. Memorial Day
6. July 4th
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Christmas Day

Each shift employee shall be given eight (8) hours basic hourly rate of pay for each holiday, whether he works on any holiday or not. Holiday pay for shift employees shall be paid in the month of September each year.

Non-shift employees shall receive eight (8) hours off with pay on the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Day After Thanksgiving, Christmas Eve, and Christmas Day.

OR

Whenever a holiday shall fall on a non-work day, the employee shall be given 8 hours off with pay during the same week in which the holiday falls with the approval of the Fire Chief.

<u>September 11th</u>
On this date, there shall be no department training scheduled for shift or non-shift personnel. This date will be reserved for attendance at memorial services for the victims of the 9-11 tragedy. Attendance at memorial services will be assigned by the Chief or his designee.

ARTICLE 17: CLOTHING ALLOWANCE

All protective clothing or protective devices required of employees in the performance of their duties shall be of approved fire resistant materials and furnished without cost to the employees by the District at the date of their employment and shall be reviewed by the Joint Labor Management Safety Committee.

The employee shall maintain uniforms and the District shall maintain protective clothing. Employees shall be required to replace uniforms or equipment at their own expense if they are damaged due to carelessness, negligence or intentional acts of the employee.

Upon employment, all personnel shall be issued the following:

Protective Clothing:

Provided pursuant to State Statute, inclusive of wildland/extrication pants and coat.

1 – Bunker Coat
1 – Bunker Pants w/Suspenders
1 – Helmet
1 – Pair Gloves
1 – Bunker Boots
1 – Nomex Hood
1 – Pair Safety Shoes or Boots

Uniforms:

Shift Personnel and D-Shift:

4 – Duty/Station Pants
4 – Professional T-Shirts
1 – Class A LS White
2 – Class B SS Blue
1 – Class A Pant
1 – Tie
1- Class A Black Belt
1 – Duty Belt
1 – Baseball Cap
3 – PE Shorts
3 – PE Shirts
1 – Beach Short
1 – Winter Jacket OR Raincoat

Non- Shift Personnel:
5 – Duty/Station Pants
5 – Duty/Station Polos
1 – Class A LS White
2 – Class B SS Blue
1 – Class A Pant
1 – Tie
1- Class A Black Belt
1 – Duty Belt
2 – Baseball Cap
1- PE Short
1 – PE Shirt
1 – Beach Short
1 – Winter Jacket OR Raincoat

Non-Shift, Non-Sworn
5 – Duty/Station Pants
5 – Duty/Station Polos
1 – Class A LS White
1 – Class A Pant
1 – Tie
1- Class A Black Belt
1 – Duty Belt
2 – Baseball Cap
1 – Winter Jacket OR Raincoat

Upon transfer or promotion, personnel will be issued an initial clothing allowance commensurate with their new position, as may be necessary.

All station work uniforms shall be made of a cotton blend.

All employees shall be able to receive, in the month of October, $250 for the purchase of any approved uniform items. This provision is provided the October of the year after first hire.

The District will issue a memo reflecting the current cost of each article of clothing.

The employee can utilize the District's website to order Uniform as needed. Employees must wear provided uniforms at all times while on duty.

All uniform purchases above the annual uniform allowance will be deducted directly from the employee's no later than September 15th of the fiscal year.

All employees are able to roll any unused uniform allowance from one year to the next with

a maximum accumulation of $450, but at no time can go into a deficit.

Uniforms torn or destroyed while engaged in departmental activities will be replaced at no charge to the employee's annual allowance.

ARTICLE 18: TRAVEL ALLOWANCE

Travel allowance and reimbursement will be made to employees pursuant to the provisions contained within the District's Travel and Per Diem Reimbursement Policy.

ARTICLE 19: HOURS

A. Shift employees shall work a fifty-two (52) hour work week.

B. Shift employees shall work a twenty-four (24) hour shift every third day.

C. The twenty-four (24) hour shift day shall originate and end at 0800 hours.

D. Non-shift and D-Shift employees shall work a forty (40) hour work week.

E. Personal work for monetary gain during work hours (0800-1600) is prohibited. However, such work may be performed after work hours provided it does not interfere with the ability of the employee to respond to emergencies or perform assigned duties.

F. Kelly Days

1. Kelly day annual schedules will begin and end by shift at even 6 week pay cycles as close as possible to October 1. The day awarded shall remain for the next fiscal year unless the employee changes shifts or swaps Kelly days as provided below. **Kelly Day selection shall not cause overtime.**

2. Kelly days are taken every fourteen (14) shifts with pay at straight time. Kelly days shall be bid annually in the month of August and are assigned for the forthcoming fiscal year by September 1. The bid process shall be by lowest seniority number, getting first selection.

3. No more than one-third of the officers can have the same Kelly day.

4. In the event an employee is transferred to another shift, he shall keep his assigned Kelly day unless it conflicts with the Kelly day(s) of other employees on the shift. In the event of such a conflict, the employee may arrange a permanent swap with another employee on the shift or if no permanent swap can be arranged, he shall select an open Kelly day on that shift.

5. Employees of the same rank can exchange Kelly days upon notification to the Chief or his designee. Exchanges of Kelly days between different ranks shall be made only upon the prior approval of the Chief or his designee. **Kelly Day swaps shall not cause overtime and shall occur only within the FLSA 21 day cycle.**

6. Employees may exchange their Kelly day for another available day within the same FLSA pay period with the Chief Officer's consent provided the request is made no more than forty-five (45) days prior to the month of the Kelly Day.

7. Employees may volunteer to work their Kelly day at one and one-half (1½) times their hourly rate of pay with the Chief's consent.

8. Any Kelly Day exchange shall not cause overtime.

ARTICLE 20: INSURANCE

A. Employee Insurance Plan:

The District will provide each employee with a health insurance plan for the employee and their eligible dependents.

1. The District agrees to provide 100% percent of the premium for employee and eligible dependents for coverage.

2. The District reserves the right, at its sole discretion, to change insurance carriers and / or the scope of benefits. For fiscal year 2018-2021 the union agrees to accept Blue Cross/Blue Shield HSA plan-5192/5193. The District will pre-fund a health savings account (H.S.A.) for each employee in the amount of $3,000 for the single employee and $5,000 dollars for family and dependent; for the purposes of medical deductibles, dental coverage or vision care at the discretion of the employee on an annual basis for the duration of the contract.

   For fiscal years 2018-2021 the union and the District agree that the District will fund up to a 5% increase of the cost of current premiums for the 2018-2021 Plan #s 5192/5193 Blue Cross/Blue Shield, H.S.A. Plan. In the event the cost of health and life insurance increase more than 5% per capita in years 2018-2021, Article 20 will open for negotiation.

3. An employee may buy into the group health plan for themselves and eligible dependents upon separation of employment under Cobra guidelines.

4. The parties agree to establish a committee, comprised of one Fire Commissioner, two District Representatives and two Union representatives, to make a recommendation to the Board of Fire Commissioners for the selection of a Health and Dental Insurance Plan.

5. The District agrees to provide dental insurance for the employee and dependents for the duration of the contract. The specified insurance committee will decide upon the carrier.

B. Life Insurance:

In addition to the AD&D insurance required for sworn employees under state law, the District will provide members with life insurance coverage in an amount approved by the Board. The District will pay the premium costs. Eligibility will be determined exclusively by the plan terms.

C. Insurance After Retirement:

1. The District agrees to participate in a Post-Employment Health Plan ("PEHP") pursuant to the terms and conditions of the PEHP for Collective Bargaining Public Employees attached hereto as Exhibit 1.

   The District agrees to contribute to the PEHP on behalf of the following category of employees as follows:

   a. Each employee who has completed at least five (5) years of service as of the date of this Agreement's ratification will thereafter receive a one thousand five hundred ($1,500.00) contribution by the District to the PEHP on or around November 10 each year. Retroactivity will not be granted.

   b. Any employee who has not completed five (5) years of service as of the date of ratification will receive the $1,500.00 contribution to the PEHP once he/she has completed five (5) years of service. The initial contribution shall be received on or around the first November 10th following the five (5) year anniversary, and thereafter on or around November 10th each year.

   c. For employees participating in the PEHP who have completed twenty (20) years of service and thereafter separate from service in good standing, the District will make a one-time lump-sum contribution to the PEHP so that the lump sum payment, combined with the District's total contribution, total no more than the following:

      i. Twenty years of service - $37,000
      ii. Twenty-one years of service - $44,000
      iii. Twenty-two years of service - $50,000

      The lump-sum payout, combined with the District's total contributions over the employee's length of service, cannot exceed $50,000. In such case, the $30,000 lump sum payment shall be reduced accordingly so that the lump sum PEHP contribution combined with the District's total contributions, total no more than $50,000.00.

   d. The parties agree that the funding of the PEHP employer contribution is dependent upon the District receiving revenue in excess of the 95% of the total possible Ad Valorem assessed each year. In the event the revenue received is equal to or less than the budgetary assumption of

95%, no contribution will be made for that year. If the revenue received is in excess of the 95% but insufficiently covers all contribution, the available monies will be equally distributed to all eligible employees.

e. Upon separation, there will be no prorated payment of contribution toward the subsequent year's contributions.

f. The District agrees that if the North Collier Fire Control or Rescue District is merged or consolidated resulting in the dissolution of the District, the district will fund the PEHP to all employees who have completed five (5) or more years with the district up to the maximum district contribution of $50,000.

ARTICLE 21: SENIORITY

Department Seniority

Seniority shall be determined by continuous service within the North Collier Fire Control and Rescue District calculated from the date of employment. Employees with the same employment date shall be assigned to the seniority list in order of hire.

An employees' seniority shall be continuous unless seniority is terminated for any of the following:

A) Resignation
B) Discharge for Cause
C) Retirement
D) Layoff greater than 16 months

ARTICLE 22: VACATIONS

General: Employees will accrue vacation time according to the charts below.

Every employee shall be eligible for a vacation with pay after one (1) year with the District. No pro rata vacation will be paid in the event of termination of employment. Employees shall start to accumulate vacation allowance as of their first date of employment. Accumulation shall be by pay period.

Shift personnel will earn vacation time at the following rate per month:

Years of Service	Hours Earned
1	12
2	14
3	16
4	18
5	20
8	22
11	24
14 Or More	26

Non-shift, sworn and D-Shift personnel will earn vacation time at the following rate per month:

Years of Service	Hours Earned
1-3	10
4-8	13
9-13	17
14 or More	20

Non-shift, non-sworn personnel will earn vacation time at the following rate per month:

Years of Service	Hours Earned
0-1	3.33
2-5	6.67
6-9	10
10 or More	13.34

For vacation accumulations, employees transferring from shift to non-shift or vice versa will keep their years of seniority and the hours accumulated.

Shift personnel may bid three (3) consecutive shifts vacation, and non-shift personnel may bid five (5) consecutive vacation days for the next fiscal year during September to be

approved by September 30th. Shift personnel may utilize a Kelly Day as one of the consecutive shifts.

Employees shall request vacation as far in advance as possible. When two (2) or more employees request the same vacation, priority for the choice of vacation shall be made on the basis of seniority unless the junior employee's request has already been approved. The District will attempt to accommodate the employee's request; however, the District retains the right to schedule all vacations to meet operational needs.

The employee may be paid for his accumulated vacation time up to a maximum of 500 hours at separation, retirement or prior to entering the Drop Program, but not upon both retirement and entering into the Drop Program.

Vacation and personal day requests will be approved three months in advance of the date requested.

Educational time requests will be approved two months in advance of the date requested.

The District agrees to allow 20% of the personnel assigned to a shift off each day for vacation, personal days, Kelly days or educational time. This includes all personnel including Battalion Chiefs.

D-Shift vacation is approved at 20% of D-Shift personnel assigned. D-Shift vacation can be increased as determined by the Operations Chief, but not less than the 20% threshold.

Vacation and personal leave shall be taken by shift personnel in the following increments of time:

- 0800 Hours to 1700 Hours
- 0800 Hours to 2000 Hours
- 0800 Hours to 0800 Hours
- 1700 Hours to 0800 Hours
- 2000 Hours to 0800 Hours

Vacation and personal leave shall be taken by non-shift personnel in four (4) hour increments.

The maximum accrual is 750 hours. Time may be carried over each year up to a maximum carryover of 750 hours. Any remaining hours in excess of 750 hours as of each September 30 will be forfeited.

ARTICLE 23: GRIEVANCE PROCEDURE

A. Definition of a Grievance: A grievance is defined as a dispute involving the interpretation or application of this agreement, and shall be settled in the following manner:

B. Grievance Procedure:

Step 1:
The employee or the Union shall reduce the grievance to writing, sign and file it within fourteen (14) calendar days of the occurrence which gave rise to the grievance or within fourteen (14) calendar days of when he/she/the Union knew or should have known of the occurrence, whichever last occurs. An employee shall file his/her grievance with the Union or directly with the Chief within the time provided above. If the employee files directly with the Chief, the grievance shall include:

a. A statement of the grievance and a brief statement of the facts involved.

b. The remedy requested.

c. The Article and Section of the agreement which grievant claims has been violated.

The Union shall have no obligation or right to process a grievance filed directly with the Chief, but shall be notified of the Step 3(A) grievance meeting and arbitration, if any, involving a direct filed grievance.

Step 2:
The Union Grievance Committee upon receiving a written and signed grievance not filed directly with the Chief under Step 1 above shall determine if a grievance exists. If in its opinion no grievance exists, no further action is necessary and the grievance shall not be subject to resolution under this contract.

Step 3:
a. For grievances filed by employees directly with the Chief, the Chief or his designee, shall meet with the grievant to discuss and attempt to resolve the grievance within fourteen (14) calendar days after the grievance is filed with the Chief.

b. For grievances filed under Step 2, if the Union Grievance Committee believes a grievance does exist, as soon as reasonably possible but in no event not more than twenty-one (21) calendar days after the grievance is

filed with the Union, the Union Grievance Committee shall, with or without the physical presence of the aggrieved employee, present the grievance in writing, and signed by the Committee Chairman, to the Chief for adjustment. The grievance shall include:

- The name or classification of the grievant(s).
- A copy of the Step 1 grievance showing the date originally filed.
- The remedy requested.
- The Article(s) and Sections(s) of the CBA claimed to be violated.

c. The Chief shall respond within twenty-one (21) days.

Step 4:
Within twenty-one (21) calendar days after the Chief's decision in Step 3(c); if the grievance has not been settled, the Union or the employee shall submit the grievance to the Commissioners for review at their next regularly scheduled meeting. The Commission shall render a decision or decide to waive review not later than at its next regularly scheduled meeting. Failure to make a decision shall be deemed a waiver. A waiver by the Commission shall be deemed an adoption of the Chief's position. The Chief shall notify the Union in writing of the Commissions' decision, waiver or failure to make a decision within twenty-one (21) days.

C. Arbitration: If the grievance is not resolved in Step 4 above, within twenty-one (21) calendar days of receipt of the Chief's notice in Step 4, the Union may initiate arbitration proceedings by advising the Chief in writing of its intent to arbitrate.

1. Selection of Arbitrator: As soon after the request for arbitration is served as is conveniently possible, the parties shall meet or confer by telephone in order to select an arbitrator to hear and decide the grievance. If the parties are unable to agree to an arbitrator, the Union shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to supply the parties with a panel of seven (7) arbitrators. Within fourteen (14) days after receipt of such panel, the parties will meet or confer by telephone or in person to select an arbitrator. The Union and the District shall each have the right to alternately strike three (3) names from the list. The name remaining shall be the arbitrator. The arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees. The fees and expenses of the arbitration shall be borne equally by the parties. Each

party shall be responsible for its own attorney's fees, any court reporting services it wishes to use, and the wages of off-duty employees, whether they be witnesses, potential witnesses, representatives, or grievant(s), it utilizes in any arbitration proceeding.

2. Authority of Arbitrator: The arbitrator shall in no way, change amend or modify the terms of this Agreement and shall award no monetary relief for any period prior to the occurrence grieved.

   a. The Arbitrator shall confine himself exclusively to the question which is presented to him.

   b. The Arbitrator shall issue the award within thirty (30) days after the hearing.

3. Time Limits: The time limits set forth in paragraph 2 and 3 are to be considered of the essence of the grievance and arbitration procedure, and failure of the employee or the Union to meet any time limit set forth therein shall, unless the parties by mutual agreement have extended a time limit, constitute waiver of the grievance and acceptance of the District's position.

4. Grievances by Non-Union Member: When the Union refuses to process a grievance for an employee because of the employee's non-membership in the Union, if by law the employee has the right to process his grievance under this contract, the employee shall assume all the burdens, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his grievance.

5. General: The filing of a grievance shall in no way interfere with the right of the District to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. Employees shall abide by the management decision involved in any grievance until the grievance is finally resolved in accordance with this Article and applicable law.

ARTICLE 24: MANAGEMENT RIGHTS

The Union recognizes the Fire Chief as the Employer's authorized business agent and acknowledges he/she or his/her designee possess the right to operate the North Collier Fire Control and Rescue District to the extent provided by Florida Statute 447.209. The Union recognizes Management Rights are subject to applicable law and the terms of this Agreement.

These parties agree that in addition to the management rights set forth by Florida Statutes and all applicable laws, the exclusive rights of the District include, but are not limited to, the following:

A. Determine the mission and purpose of the District and set standards of service to be offered to the public. Maintain order, discipline and efficiency of operations.

B. Formulate, implement, modify, maintain, and enforce policies, procedures, rules and regulations.

C. Hire, direct, schedule shifts and work hours, examine, classify, train, promote, transfer from shift-to-shift, and lay off employees. Assign employees to job duties and tasks within the scope of their job description, work stations, apparatus, vehicles and equipment. Evaluate, discharge, demote, suspend or otherwise discipline employees for just and proper cause.

D. Require, select, institute, maintain, or close the operation of any facility, apparatus, or equipment as necessary for the economical carrying out of the operation of the District.

E. Determine the methods, means, and number of employees needed to carry out the District's mission and purpose. Formulate new and modify existing job descriptions.

F. It is understood that the District shall not be determined to have waived or modified the rights reserved by the District under this article by no exercising said rights.

G. Any right that the District had prior to entering into this agreement is retained by the District.

ARTICLE 25: JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

It is the desire of the District and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much possible any accident, death, injury, or illness in the Fire Service.

Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall be provided by the District. These devices, apparel, and equipment shall be inspected by the Joint Occupational Safety and Health Committee on a periodical basis to insure a proper maintenance and replacement.

The District shall appoint three members and the Union shall appoint five members (one from each shift, one from Prevention/Life Safety and one from Training/EMS) to the Occupational Safety and Health Committee. This Committee will meet quarterly and discuss safety and health conditions.

Safety Committee members will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the Fire District.

The District shall not restrict the Safety Committee from using any District facility when investigating health or safety conditions. This Committee will be guided by, but not limited to, the following principles:

A. Making immediate and detailed investigations of each accident, death, or injury to determine the fundamental causes.

B. Develop data to indicate accident sources and injury rates and develop uniform reporting procedures.

C. Inspect the District's facilities to detect hazardous physical conditions or unsafe work methods, including training procedures.

D. Recommend changes or additions to protective equipment, protective apparel, or devices for the elimination of hazards of firefighting.

E. Promote safety and first-aid training for Committee members and firefighters.

F. Participate in advertising safety and in selling the safety program to the employees through department meetings.

In line with the goals listed above, the Committee shall:

1. Make periodic inspections of the District's facilities but not less

frequently than quarterly.

2. Make recommendations for the correction of unsafe or harmful working conditions. All recommendations shall include a target date for abatement of hazardous conditions.

3. Review and analyze all reports of accidents, deaths, injuries and illnesses. Investigate causes and recommended rules and procedures for the promotion of health and safety of the firefighters.

4. Keep minutes of all joint Committee Meetings and prepare a written report for review at the next Committee Meeting. A record shall be kept of accidents, injuries and illnesses and shall be maintained by the District and made available on request to the Safety Committee members. These reports shall include all reports required by the State Department of Labor under the Occupational Safety and Health Act of 1970. All disputes arising under this Article and not resolved by the Committee shall be considered proper subjects for adjustments under the grievance procedure.

ARTICLE 26: PREVAILING RIGHTS

A. All job benefits authorized by the District and heretofore enjoyed by the employees as of the date of ratification of this Agreement, which are not specifically provided for or abridged by this Agreement or Policy.

B. All job benefits specifically authorized by the Fire Chief in writing beginning as of the date of ratification of this Agreement, which are not specifically provided for or abridged by this Agreement or Policy, shall continue under conditions upon which they had been granted during the term of this agreement.

C. Nothing in this Article shall prevent the employer from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

D. This Agreement shall not deprive any employee of any protections granted by:
   1. Federal Law
   2. The Laws of Florida

ARTICLE 27: SEVERANCE PAY

Members of the bargaining unit, after a probationary period of twelve (12) months shall receive severance pay at the rate of:

1 Year to 3 Years	1 Month
3 Years to 5 Years	10 weeks
5 Years to 10 Years	14 weeks
10 Years to 15 Years	18 weeks
15 Years Or More Years	20 weeks

Such severance pay shall be based on the highest monthly basic salary received during employment and shall be paid in the event of personnel reduction only. If the personnel reduction is caused by the consolidation or merger of Fire Districts or the Annexation or Partial Annexation of the Fire District, and the members of the Union lose no benefits, then this benefit shall not be paid.

ARTICLE 28: EDUCATIONAL PAY

In addition to the basic wage rates established by this Agreement, the District shall pay premium pay for successful completion of the following degrees offered at any accredited college. It is agreed that such premium pay will entail extra duties by the employee. If the employee refuses the assigned extra duties or in any way fails to perform such assigned duties, no payment of premium pay will be made.

For the rank of FF and above:

- $100.00 per pay period for an Associate's Degree or higher in: Fire Science / Fire Engineering / Fire Administration, Emergency Medical Technology, or a job related degree.

For the rank of Lieutenant and above:

- $150.00 per pay period for a Bachelor's Degree or higher in: Fire Administration / Public Administration / Business Administration, Management, Fire & Emergency Services Management, Public Safety Management/Administration or a job related Management/Administration degree.
- The District shall pay premium pay for only one (1) degree. The District shall pay premium pay for the highest degree held.

For the Fleet Technician and Lead Fleet Technician:

- (Effective 10/1/19): $100.00 per pay period for an Associate's Degree or higher in: Automotive Technology or a job related degree. As determined by the Fire Chief or his designee.

In addition to the compensation provided above, the District will pay a sworn employee the amount equivalent to the amount of reimbursement paid to the District by the State of Florida, Department of Financial Services, for the attainment of an Associates or Bachelor's level degree in the disciplines approved by the State of Florida Bureau of Fire Standards and Training, of the employee's application to participate in said program. Payment to the employee will be in the amount identified by the State of Florida Bureau of Fire Standards and Training, paid monthly and included in the employee's second semi-monthly pay period. Such payment by the District to the employee will continue as long as the State of Florida is providing reimbursement for such educational degree.

ARTICLE 29: SUBPOENA

Compensation for all employees covered by this Agreement that are subpoenaed for Fire District related incidents shall be paid at their applicable rate, less court payments. The above compensation applies to off duty hours for court related matters except that if on duty, the employee shall be paid upon turning in court payments to the District.

ARTICLE 30: SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the provisions shall be renegotiated by the parties and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 31: RETIREMENT

A. The District agrees to maintain the benefits of the Chapter 175 Firefighters' Pension equal to or greater than the Florida Retirement System Special Risk Class, and will include a 8.48%member contribution, but will retain the .50% employer pickup currently provided.

B. The North Collier Fire Control and Rescue District Firefighter's Pension Plan (the "Plan"), as codified in Resolution 16-008 and subsequent amendments thereto, shall remain in effect for all full-time bargaining unit employees who are certified as firefighters except as set forth below, with the following changes becoming effective through the adoption of a Resolution to amend the Plan effective as of the ratification date of this Agreement.

1. Section 25 of the Plan shall be amended such that the benefit accrual rate for all years of service shall be increased from 3.0% to 3.53% for all members employed by the District as of the date of ratification of this Agreement.

C. Non-sworn members of this agreement will be provided FRS Regular Class as defined in 121.051 Florida Statues, and retirement benefits as provided in section 121.091 Florida Statutes.

ARTICLE 32: CREDENTIALING INCENTIVE

For purposes of this Article, "credentialed" shall be defined as credentialed by successfully completing the benchmarks set forth by the Training division.

The process for credentialing as defined above is outlined within District SOP's.

A. The District shall pay Certification Pay to those employees who meet the following qualifications and shall pay the certification pay for the highest certification held. The qualifications are:

1. Each member certified by the State of Florida as an EMT/Paramedic and Credentialed as a District EMT shall receive $0.84 per hour, in addition to their base hourly rate, based on hours for rate of pay in Article 10 - Rate of Pay

2. Each member certified by the State of Florida as a paramedic and Credentialed as a District Paramedic shall receive $2.66 per hour, in addition to their base hourly rate, based on hours for rate of pay in Article 10 - Rate of Pay, except for the positions of Captain - EMS Coordinator, and EMS Lieutenant, which positions include compensation for Credentialed Paramedic within the pay scales for those positions.

   The credentialing benchmarks and core privileges will be reviewed regularly by our District's EMS standards Council. The District's Council will be comprised of one Labor Representative, one EMT working in Operations, one Paramedic working in Operations, one Management representative and will be chaired by the District's Medical Director.

3. If a paramedic elects to not credential as a paramedic or is unable to pass the credentialing process he/she has the opportunity to credential as an EMT and will be compensated at the EMT level.

4. Any member who does not credential or re-credential as an EMT or Paramedic or whose certification lapses shall discontinue receiving the applicable compensation as outlined above. It is the member's responsibility to insure all State EMT and Paramedic certification requirements are met and to notify the District of any lapse in such certification as soon as the lapse occurs.

5. A squad must have at least one of its two staffing credentialed as a paramedic

6. Employment Conditions:

    a. Any member hired after January 1, 2005 who is or becomes a certified EMT or Paramedic shall maintain such license as a condition of employment.

7. The District shall not be responsible for maintaining any member's certifications.

The District will reimburse the cost of the State Certification renewal fee for EMT and/or Paramedic Licenses if the member is a credentialed EMT or Paramedic.

ARTICLE 33: SAFE STAFFING

The District agrees to provide minimum safe staffing for fire fighting and rescue apparatus in service throughout the District.

In order to provide a minimum level of safety to personnel, apparatus in service shall be staffed with no less than:

Definitions:

- Officer - A person who is qualified for or promoted to the rank of Lieutenant or higher.

- Engineer – A person who is qualified for or promoted to the rank of Engineer or higher.

OPERATIONS

1. Three (3) persons per Engine, Ladder, Rescue 45, Tower or Pumper with one (1) Officer, one (1) Engineer and one (1) Firefighter.

2. Two (2) persons per Squad or Attack with one (1) Officer and one (1) Firefighter or higher rank. One of the two positions will be a credentialed medic.

3. Two (2) persons on other auxiliary apparatus (brush trucks etc.) (If Brush Truck is responding out of District, it will have at least one qualified Officer.)

4. Any Station housing a Water Tender:
   - One (1) Officer
   - Two (2) Engineers or Second Officer and one (1) Engineer

5. Water tender can operate with one (1) engineer

6. Two (2) Battalion Chiefs per shift

When a station houses an Engine or a Ladder or a Tower or a Pumper, and is staffed, each shall be staffed with a minimum of three (3) personnel in accordance with safe staffing levels above.

- One (1) Officer;
- One (1) Engineer; and
- One (1) Firefighter.

ARTICLE 34: VACANCIES

If a permanent vacancy occurs in an assigned operational position and there is a valid promotional list, the vacancy will be filled within forty-five (45) days.

If a temporary vacancy occurs in an assigned position and there is a valid promotional list, the vacancy will be filled with the highest qualified person on the list, on the same shift on which the vacancy exists within forty-five (45) days.

If no valid promotional list exists, the District will give an emergency promotional exam and fill the vacancy within one hundred twenty (120) days.

ARTICLE 35: PERSONNEL REDUCTION

In case of a personnel reduction, the employee who has already entered DROP shall be laid off first (starting 10-1-18), followed by the Employee with the least seniority. Employees shall be recalled in the order of their seniority. With the exception of the DROP employees, no new employee shall be hired until the laid off employee has been given ample opportunity (in writing) to return to work.

The employer shall notify the union of the need to reduce the number of employees who are within the bargaining unit at least 180 days before the effective date of the layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected and the effective date of the layoff. Immediately after issuing the notice, the District shall give the Union a reasonable period of time, of not less than 14 days, within which it shall meet and confer with the Union to discuss such action. The District shall respond to any proposal which the Union may make in response to the subject matter of notice.

Each employee who is to be laid off as a consequence of reduction in force shall be given written notice, at least 120 days before such action is to occur, the date, purpose and the nature of the action that is to be taken with regard to him or her. A copy of this notice shall be delivered to the Union in a timely manner.

An employee who is laid off shall be paid for all earned and unused time off, holiday and severance pay.

While on layoff, it is the responsibility of the employee to maintain all licenses and certifications which are required by the job description to be eligible for recall.

Bargaining Unit Employees shall be laid off in reverse order of departmental seniority; the least senior employee within the bargaining unit shall be laid off first, without regard to rank or classification.

ARTICLE 36: DUTY VEHICLE

The Chief of Fleet or his designee shall have the sole and exclusive right to determine the assignment of vehicles and to remove such assignment. The Chief of Fleet shall have the authority to determine vehicle assignments external to the normal shift assignment. The assignment of vehicles shall not be considered an employee job benefit but an operational equipment decision.

ARTICLE 37: DISTRICT TRANSFERS

In the event a forty hour employee is transferred from days to shift (excluding D-Shift) work he will be required to ride with a person of the same rank for a minimum of three shifts to acclimate back to shift work.

The Fire Chief reserves the right to reassign forty hour bargaining unit positions to staff operational positions. The employee reassigned will be assigned to the rank previously held in operations and receive the pay grade corresponding to his rank and seniority.

In the event the employee has never worked in the operations division he will be assigned to the rank of fire fighter. These fire fighters must participate in an 80 hour shift orientation in lieu of the shift rides as outlined above.

In the event the reassigned employee does not hold a valid State of Florida EMT or Paramedic license he will need to obtain a minimum of an EMT license within 24 months of the transfer. The district will reimburse the cost of the class and will provide education time if class is on duty but will not pay overtime if off duty.

In the event of Chief Officer reductions, the union agrees to allow any Chief Officer who had previously worked in bargaining unit positions to transfer back into a bargaining unit position at the rank previously held and receive the pay grade corresponding to the previously held rank and seniority. It is not the intent to push any employees in that rank down to a lower rank, the Chief Officer reduction would be in addition to existing positions.

ARTICLE 38: RECALL

Recall covered by this agreement will be in reverse order of the layoff.

No new employee shall be hired until a laid off employee has been given ample opportunity (in writing) to return to work (except for those who were in DROP).

The notification to a laid off employee for recall, shall be by electronic and certified mail, return receipt requested, to the employees last known address as it appears on his/her personnel records.

The recalled employee will have 3 business days, from receipt of notification, to confirm acceptance of the recalled position, to the Fire Chief or designee.

In the event a recalled employee provides verbal acceptance and does not report back to work within 14 calendar days after receiving notification, the District will recall the next employee.

The recalled employee will be subject to the new hire process (physicals, drug testing, background check, etc.) which is the responsibility of the District.

If recalled prior to the end of the 16th month, the employee will retain their position on the District's seniority list, as indicated in Article 21 – Seniority.

ARTICLE 39: INTENTIONALLY LEFT BLANK

ARTICLE 40: DRUG FREE WORKPLACE

It is acknowledged that the District's Drug Free Workplace Policy (as adopted by the Board and included in District Policy) is to be maintained in accordance with Chapter 440, Florida Statutes, and shall be applicable to members of the bargaining unit. The District agrees to provide the Union with at least thirty (30) calendar days advanced notice of any further update to the District's Drug Free Workplace Policy to maintain conformance with the law. Upon prompt request of the union within ten (10) calendar days of receiving notice, the District agrees to meet with the Union during the advance notice period in order to discuss any questions or concerns of the Union regarding the update.

ARTICLE 41: PROMOTIONAL PROCEDURE

It is the intent of both the District and the Union to utilize a promotional policy that is fair, transparent, and effective, thereby allowing for the promotion of the best qualified candidates.

GENERAL PROMOTIONAL TESTING PROCEDURE:

Effective upon ratification of this agreement, testing for all positions will be administered during the month of September. Testing will be done every year. Testing will consist of written exams, oral interviews, and practical assessments or any combination thereof.

The District will issue ninety (90) days advance notice of the date and place of testing. The employee will respond with thirty (30) days advance notice that they will be taking the test. Candidates meeting the time in rank or time in service eligibility requirement by April 1st following the posted testing date will be permitted to test – successful candidates will not be eligible to act or receive acting pay until they have reached their anniversary date

Candidates seeking positions within the fields of EMS or Training must pass an additional written exam pertaining only to the field of interest, in addition to the general written test and interview/practical assessment for promotion as outlined within the article. When a position for promotion within EMS or Training becomes vacant an additional interview/practical assessment will be conducted for all eligible and interested candidates – this will be specific to the available position.

Candidates seeking a promotion within the Operations Division currently assigned to (Suppression, EMS or Training) – must pass the testing components offered for their position. Candidates seeking to become eligible for promotion in a different assignment, must pass an additional testing process specific to the field of interest (written exam, interview/practical). The suppression based additional test will be conducted at the same time as annual promotional testing. The written components of EMS and Training additional testing will be conducted at the same time as the annual promotional testing. The interview/practical portion of both the EMS and Training field specific testing will be conducted when the need to fill positions arise.

A person wishing to transfer between Suppression, EMS and Training must meet the requirements for promotion as outlined in the attached position description requirements/points allocation sheets, be eligible for the position, passed the appropriate test and have obtained the rank/position sought.

All current persons qualified in Acting positions that do not meet the new requirements as defined in Article 41 (2015-2018 contract period) will be permitted to test in 2016. These candidates MUST meet the new requirements to sit for the test in 2017

In order to be eligible for promotion to any position within the District, personnel must maintain

a driving record clear of significant violations within a three (3) year period. This shall include no violations for DUI, DWI, reckless driving, or leaving the scene of an accident.

All test questions, scenarios, and/or evolutions shall be referable to: Department policies, SOP's, Medical Protocols, current Florida Fire Codes and Standards, related textbooks, or Departmental Information Booklets as appropriate for the position, and agreed upon by the Labor Management Committee by April 1st. Testing materials will be identified in the memo announcing the testing opportunity.

Written exams may be developed, by an outside agency and reviewed for accuracy internally by the Fire Chief or designee that is not a member of the Collective Bargaining Unit, from the materials provided by the District.

A bank of test questions may be maintained by the District and entered into a test generating program that will generate the test required for each rank prior to the test.

Written exams will be administered and graded internally by the Fire Chief or designee.

Practical exams may be developed, administered and graded in-house. Practical exams will be graded by the Fire Chief or designee.

Oral assessments will be developed, administered and graded in-house. Practical exams will be graded by the Fire Chief or designee.

Review panels for the Practical and/or Oral Assessment shall include a minimum of 2 bargaining unit personnel, from the same rank or above the position sought, 1 Chief Officer appropriate for the position sought and 2 additional Chief Officers.

Scoring

The test score range will be from 0 to 100 with 70 being the minimum passing score, for the general test for promotion. The additional field specific test for EMS requires an 80 as the minimum passing score, in line with State Certification Testing requirements. All other field specific tests require a minimum score of 70.

New candidates (those testing for the first time) must pass each component offered or required (written, driving, practical, oral) to be considered eligible for promotion.

Duration

The interview/practical assessment score will expire after 2 years. The written score will expire after 5 years. Successful engineer candidates practical and written exams will expire after 5 years and the interview will expire after 2 years. Candidates must take and pass each component prior to its expiration, in order to maintain a valid score for use on the promotional list. A candidate that does not obtain a passing score within the allowed time period will lose their acting status as well. Candidates can test at any point during the time period, the highest

test score will be applied towards the total score.

Combined Score Percentage
Percentage of weight for practical, oral and written components is as provided in the individual skill sheet for each position.

Points
Points for promotions, outlined by position, will be added to the total score, for those successfully passing the exam.

This total will be the score used for ranking promotional candidates on a District Promotional List (DPL).

The DPL shall be posted within 10 business days of the completion of the testing process and employees will have 7 calendar days from the date of posting to make any corrections to the points added. The promotional list shall be updated and maintained on a monthly basis, by the Fire Chief or designee. All points will be added on the 1st business day of the month and finalized on the 5th business day of the month. Time served and time acting points will be added monthly, retroactively to the actual occurrence. If a mid-month promotion occurs and there are candidates who have anniversary dates falling after the first of the month and prior to the date of promotion – these points will be adjusted accordingly.

The DPL shall be posted as a read only page on the District computer network.

The DPL for each rank will start with the candidate with the highest score, followed in descending order by the remaining candidates. Promotions shall be made from the promotional list in descending order starting with the candidate possessing the highest total score.

If there is a tie in the promotional process, those personnel will interview with the Fire Chief, who will then make a final decision on who will be promoted.

In the event the needs of the District to promote personnel exceed the eligible candidates on the DPL in any rank and the promotional requirements of the District are not satisfied, and the need occurs greater than one hundred-twenty (120) calendar days out from the upcoming September 1st, the District may schedule emergency promotional testing, specific to the rank needed, no earlier than thirty (30) days after providing written notice to the Union of such proposed testing.

A promoted or transferred member must work in their new position for two (2) years before requesting transfer to another position.

The Fire Chief or his designee may transfer a member prior to the two (2) year period referenced above if it is determined to be in the best interest of the District, and agreed upon

by the transferee.

Both Management and Labor Agree that in January of each year of this Agreement, a review of the testing process will take place. This review is not intended to be a re-write, but simply to make minor adjustments, as may be necessary to the new program.

Definitions:

General Test for promotion – that test associated with the desired rank – Engineer, Lieutenant, Captain, Battalion Chief

Field Specific Test – an additional component, outside of shift operations, specifically related to the desired field in which the candidate is testing (EMS or Training).

Business Day – any Monday, Tuesday, Wednesday, Thursday or Friday that is not considered as a holiday counts as 1 business day.

Veterans' Preference – VP for promotion will be handled as defined in District Policy. Just as in hiring, VP for promotion is only permitted to be used once.

All references to Operations shall include Suppression, EMS and Training.

All references to Policies shall include Policies, Standard Operating Procedures, and Protocols commensurate with the position sought.

All references to years of service include time with North Collier, combined with time with Big Corkscrew or North Naples.

Article 41 shall remain in full force and effect until subsequent article is agreed by both parties. Provisions of this Article shall begin negotiations no later than January 15, 2019.

See Attachment 2 of this document for promotional qualifications and point criteria.

ARTICLE 42: LABOR MANAGEMENT COMMITTEE

A. There shall be a Labor Management Committee which shall consist of a total of ten (10) members:) five (5) members will be designated by the Union President and five (5) members designated by the Fire Chief.

B. The Labor Management Committee shall meet on a monthly basis, or less often by mutual consent, and such meeting shall be held during business hours.

C. Meetings will be held for such purposes as: (1) dissemination of information; (2) the submission of suggestions for improving efficiency, economy of operation, working conditions, or employee services; (3) proposing revisions of existing regulations, policies and procedures; (4) to resolve other problems of employees; (5) to avoid further grievances; or (6) to further promote harmonious relations between the District and the Union.

D. A summary of minutes will be available for review prior to the next meeting. Minutes will be posted to the T-drive.

ARTICLE 43: MERGER OF OTHER FIRE DEPARTMENTS

A. The District agrees that if a department is merged with the North Collier Fire Control & Rescue District there will be no person now employed by the District displaced from his/her position unless that person agrees to such a move.

B. Whenever a merger discussion is authorized by the Fire Commissioners involving fire services or any scheduled meetings of any commissioner with the intent of merger discussions, the Union President shall be informed and be given the opportunity to discuss the merger as it pertains to matters covered in this Agreement.

ARTICLE 44: PERSONNEL FILE

An employee shall be given a copy of any disciplinary action placed into the employee's personnel file. Such entry shall be signed and dated by the employee as evidence of the entry. The employee shall be given the opportunity to respond to the entry and such responses shall be made part of the file.

ARTICLE 45: JOB DUTIES

A. It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. The District agrees that it will not require new tasks and duties to be performed which are not inherent in the nature of the work or do not fall within the skills and other factors common to the classification.

B. Whenever there is a proposed change in the job description of a class within this bargaining unit, the District shall discuss with the Union the proposed changes. If the Union is not satisfied with the proposed change, it may, in writing within five (5) days of the conclusion of the discussion stated above, request a meeting with the Fire Chief. This meeting shall be held at a mutually agreeable time, within thirty (30) days.

C. Personnel covered by this Contract shall not be required to perform building repairs or maintenance other than normal housekeeping duties and lawn and grounds maintenance.

ARTICLE 46: INTENTIONALLY LEFT BLANK

ARTICLE 47: INTENTIONALLY LEFT BLANK

ARTICLE 48: INTENTIONALLY LEFT BLANK

ARTICLE 49: INTENTIONALLY LEFT BLANK

ARTICLE 50: DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties.

The term of this agreement shall be three years, terminating on September 30, 2021. This contract shall be renegotiated under Florida State Law.

Any new job classification which may occur will be submitted to PERC for unit clarification and if determined to be part of the bargaining unit will be negotiated and upon mutual agreement, incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 11th day of December, 2018.

NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT

J. Christopher Lombardo (Chairman)

Norman Feder (Vice-Chairman)

Christopher L. Crossan (Treasurer)

M. James Burke (Commissioner)

James A. Calamari (Commissioner)

NORTH COLLIER PROFESSIONAL FIREFIGHERS AND PARAMEDICS ASSOCIATION, I.A.F.F. LOCAL 2297

Christopher Spencer (President)

Justin Gibson (Vice-President)

John Stanfill (District Vice-President)

William Szczepkowski (Secretary)

Brian Wertz (Treasurer)

NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT
PAY CHART FISCAL YEAR 2018-2019

FIREFIGHTER		
2018-2019	**Hourly Rate**	**Annual**
Start-FF	14.69	39,721.76
1 Year	16.34	44,183.36
2 Years	18.19	49,185.76
3 Years	20.04	54,188.16
4 Years	21.89	59,190.56
7 Years	23.74	64,192.96
10 Years	25.59	69,195.36
13 Years	27.44	74,197.76
16 Years	27.99	75,684.96
19 Years	28.72	77,667.88

ENGINEER		
2018-2019	**Hourly Rate**	**Annual**
2 Years	23.57	63,733.28
4 Years	24.87	67,248.48
7 Years	26.37	71,304.48
10 Years	27.87	75,360.48
13 Years	29.37	79,416.48
16 Years	30.87	83,472.48
19 Years	32.37	87,528.48
22 Years	33.04	89,331.15

LIEUTENANT		
2018-2019	**Hourly Rate**	**Annual**
4 Years	27.86	75,333.44
7 Years	29.16	78,848.64
10 Years	30.66	82,904.64
13 Years	32.16	86,960.64
16 Years	33.66	91,016.64
19 Years	35.16	95,072.64
22 Years	35.83	96,875.31

CAPTAIN		
2018-2019	**Hourly Rate**	**Annual**
7 Years	32.62	88,204.48
10 Years	33.67	91,043.68
13 Years	34.92	94,423.68
16 Years	36.17	97,803.68
19 Years	37.42	101,183.68
22 Years	38.09	102,986.35

OPERATIONS-BATTALION CHIEF		
2018-2019	**Hourly Rate**	**Annual**
10 Years	38.35	103,698.40
13 Years	39.50	106,808.00
16 Years	40.85	110,458.40
19 Years	42.20	114,108.80
22 Years	44.06	119,156.27

40 HOUR BATTALION CHIEF		
2018-2019	**Hourly rate**	**Annual**
10 Years	49.86	103,698.40
13 Years	51.35	106,808.00
16 Years	53.11	110,468.80
19 Years	54.87	114,129.60
22 Years	57.29	119,177.07

INSPECTOR		
2018-2019	**Hourly Rate**	**Annual**
Start	19.10	39,728.00
1 Year	21.35	44,408.00
2 Years	23.75	49,400.00
3 Years	26.16	54,412.80
4 Years	28.56	59,404.80
7 Years	30.97	64,417.60
10 Years	33.37	69,409.60
13 Years	35.78	74,422.40
16 Years	36.49	75,899.20
19 Years	37.44	77,875.20

LIEUTENANT FIRE PREVENTION		
2018-2019	**Hourly Rate**	**Annual**
2 Years	26.15	54,400.00
3 Years	28.56	59,412.80
4 Years	36.32	75,545.60
7 Years	38.01	79,060.80
10 Years	39.66	82,492.80
13 Years	41.91	87,172.80
16 Years	43.86	91,228.80
19 Years	45.81	95,284.80
22 Years	46.68	97,087.47

CAPTAIN FIRE PREVENTION (DFM)		
2018-2019	**Hourly Rate**	**Annual**
7 Years	42.41	88,212.80
10 Years	43.78	91,062.40
13 Years	45.40	94,432.00
16 Years	47.03	97,822.40
19 Years	48.65	101,192.00
22 Years	49.52	102,994.67

EMS LIEUTENANT		
2018-2019	**Hourly Rate**	**Annual**
2 Years	33.89	70,496.00
3 Years	36.30	75,496.00
4 Years	38.70	80,496.00
7 Years	40.57	84,385.60
10 Years	42.51	88,420.80
13 Years	44.46	92,476.80
16 Years	46.41	96,532.80
19 Years	48.36	100,588.80
22 Years	49.23	102,391.47

EMS CAPTAIN		
2018-2019	**Hourly Rate**	**Annual**
3 Years	41.10	85,488.00
7 Years	45.87	95,409.60
10 Years	47.38	98,550.40
13 Years	49.00	101,920.00
16 Years	50.62	105,289.60
19 Years	52.25	108,680.00
22 Years	53.11	110,482.67

Shift Captain annual PLUS PMD

NOTE: Includes equivalent of paramedic incentive since PMD is job requirement. Longevity is calculated as Shift CAPT based on 2080 PLUS 4% of PMD.

LIEUTENANT TRAINING		
2018-2019	**Hourly Rate**	**Annual**
2 Years	31.23	64,964.00
3 Years	33.63	69,964.00
4 Years	36.22	75,333.44
7 Years	37.91	78,848.64
10 Years	39.86	82,904.64
13 Years	41.81	86,960.64
16 Years	43.76	91,016.64
19 Years	45.71	95,072.64
22 Years	46.57	96,875.31

CAPTAIN TRAINING		
2018-2019	**Hourly Rate**	**Annual**
3 Years	38.44	79,955.20
7 Years	42.41	88,212.80
10 Years	43.78	91,062.40
13 Years	45.40	94,432.00
16 Years	47.03	97,822.40
19 Years	48.65	101,192.00
22 Years	49.52	102.994.67

LOGISTICS LIEUTENANT		
2018-2019	**Hourly Rate**	**Annual**
4 Years	36.22	75,333.44
7 Years	37.91	78,848.64
10 Years	39.86	82,904.64
13 Years	41.81	86,960.64
16 Years	43.76	91,016.64
19 Years	45.71	95,072.64
22 Years	46.36	96,424.64

LOGISTICS CAPTAIN		
2018-2019	**Hourly Rate**	**Annual**
7 Years	42.41	88,212.80
10 Years	43.78	91,062.40
13 Years	45.40	94,432.00
16 Years	47.03	97,822.40
19 Years	48.65	101,192.00
22 Years	49.51	102,994.67

FLEET TECHNICIAN		
2018-2019	**Hourly Rate**	**Annual**
1 Year	22.00	45,756.00
2 Years	22.66	47,128.68
3 Years	23.34	48,542.54
4 Years	24.04	49,998.81
7 Years	24.76	51,498.78
10 Years	26.46	55,043.74
13 Years	28.67	59,635.05
16 Years	29.94	62,274.10
19 Years	31.71	65,962.33

LEAD FLEET TECHNICIAN		
2018-2019	**Hourly Rate**	**Annual**
1 Year	27.87	57,970.00
2 Years	28.71	59,709.10
3 Years	29.57	61,500.37
4 Years	30.45	63,345.38
7 Years	31.37	65,245.74
10 Years	33.27	69,203.11
13 Years	35.20	73,219.21
16 Years	37.16	77,295.78
19 Years	39.15	81,434.66

ENGINEER PROMOTIONAL LIST

REQUIREMENTS FOR ENGINEER QUALIFICATION EXAM:		
Must be State of Florida certified Pump Operator		
Candidates meeting time in rank requirements on or before April 1st following the September testing date will be permitted to participate in the testing processes. Successful candidates will obtain acting status upon satisfying years of service requirements as stated below.		
All other candidates must complete two (2) years of service with NCFD. One (1) year as probationary firefighter and work in operation as a firefighter for one (1) additional year.		
0.5		Per year of service (6 year max)
1		Per year qualified as acting Engineer (10 year max)
1		Aerial Ops
3		Credentialed Paramedic
1		Instructor I,II, or III
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2	when	State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5	each +	Building Construction (FO1)
0.5	each +	Company Officer (FO1)
0.5	each +	Course Delivery (FO1)
0.5	each +	Tactics and Strategy 1 (FO1)
= 3	when	State (FO1) Cert obtained
		will only receive .5 per class till (FO1) cert obtained
	*Total points	
		Total test score based on:
		40% Written Test Score (70min)
		60% Practical Test Score (70min)
equals 8	*Total Test Score	
		20% Oral Assessment Score
20%	*Total Assessment Score	
*T+*TTS +*TAS=	Total Placement Score	
REQUIREMENTS FOR PROMOTON TO ENGINEER:		
Must pass the Engineer qualification exam.		
Must pass the Engineer qualification oral assessment.		
Must pass the Engineer qualification practical assessment.		
Must be State of Florida certified Pump Operator		

LIEUTENANTS PROMOTIONAL LIST

REQUIREMENTS FOR LIEUTENANT QUALIFICATION EXAM

Must be State of Florida certified Fire Officer I

Candidates meeting time in rank requirements on or before April 1st following the September testing date will be permitted to participate in the testing processes. Successful candidates will obtain acting status upon satisfying years of service requirements as stated below.

All other candidates must complete one (1) year as an Engineer in Suppression.

0.5		Per year of service (12 year max)
1		Per year qualified as acting LT (10 year max)
3		Associates Degree or higher
3		Credentialed Paramedic
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2		State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5		Fire Service Course Design (FO2)
0.5		Firefighting Tactics and Strategy II (FO2)
0.5		Fire Prevention Practices(FO2)
0.5		Private Fire Protection Systems I (FO2)
= 3		State (FO2) Cert obtained
		will only receive .5 per class till (FO2) cert obtained
	*Total	
		Total test score based on:
		60% Written Test Score (70min)
		40% Practical / Oral interview assessment Score
% of 100 Total Test Score		
*T + *TTS		Total Placement Score

REQUIREMENTS FOR PROMOTON TO LIEUTNANT:

Must have five (5) years of service with NCFD

Must pass the Lieutenant qualification Practical / Oral assessment.

Must pass the Lieutenant qualification exam.

Must be a State of Florida certified Fire Instructor I, II, or III

Must be State of Florida certified Fire Officer I

CAPTAINS PROMOTIONAL LIST

REQUIREMENTS FOR CAPTAIN QUALIFICATION EXAM

Must be State of Florida certified Instructor I, II, or III.

Must be State of Florida Certified Fire Officer II.

Candidates meeting time in rank requirements on or before April 1st following the September testing date will be permitted to participate in the testing processes. Successful candidates will obtain acting status upon satisfying years of service requirements as stated below.

All other candidates must be a Lieutenant in Suppression for (1) year.

0.5		Per year of service (16 year max)
1		Per year qualified as acting Captain (10 year max)
3		Associates Degree or higher
3		Credentialed Paramedic
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2		State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5		Chief Officer (Fire Administration)(FO3)
0.5		Analytical Approaches in Public Fire(FO3)
0.5		NFA ICS-400 (H467) advanced ICS (FO3)
0.5		Legal and Ethical Issues for the Fire Service(FO3)
3		State (FO3) Cert obtained
		will only receive .5 per class till (FO3) cert obtained
	*Total	
		Total test score based on:
		60% Written Test Score (70min)
		40% Practical / Oral interview assessment Score
% of 100 Total Test Score		
*T + *TTS		Total Placement Score

REQUIREMENTS FOR PROMOTIONAL TO CAPTAIN:

Must have (8) years of service with NCFD
Must pass the Captains qualification exam.
Must pass the Captains qualification Practical / Oral assessment.
Must be State of Florida Certified Fire Officer II.

BATTALION CHIEF PROMOTIONAL

REQUIREMENTS FOR BATTALION CHIEF QUALIFICATION EXAM:

Must be State of Florida Certified Fire Officer II

Must be State of Florida certified Instructor I,II or III

Candidates meeting time in rank requirements on or before April 1st following the September testing date will be permitted to participate in the testing processes. Successful candidates will obtain acting status upon satisfying years of service requirements as stated below.

All other candidates must be a Captain in Suppression for one (1) year, or Lieutenant in Suppression for five (5) years and have passed the Captains test.

0.5		Per year of service (20 year max)
1		Per Year qualified as acting (10 year max)
3		Associates Degree/ will only receive points for 1 degree
4		Bachelors Degree / will only receive points for 1 degree
5		Masters Degree / will only receive points for 1 degree
3		Credentialed Paramedic
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2	when	State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5	each+	Community Risk Reduction(FO4)
0.5	each+	Personnel Management Fire & Emergency Service(FO4)
0.5	each+	Strategic Planning(FO4)
0.5	each+	Quantitative Analysis or Capstone Project(FO4)
= 3	when	State (FO4) Cert obtained
		will only receive .5 per class till (FO4) cert obtained
3		The National Fire Academy's Executive Fire Officer (EFO)
	*Total	
		Total test score based on:
		60% Written Test Score (70min)
		40% Practical / Oral interview assessment Score
% of 100	*Total Test Score	
*T + *TTS		Total Placement Score

REQUIREMENTS FOR PROMOTION TO BATTALION CHIEF:

Must have ten (10) years of service with NCFD

Must pass the Battalion Chief qualification exam

Must pass the Battalion Chief qualification Practical / Oral assessment.

Must hold Fire Officer III certification by 10/01/2017

Must obtain an Associates or FO4 within 3 years of promotion.

EMS LIEUTENANT PROMOTIONAL

REQUIREMENTS FOR EMS LIEUTENANT EXAM:

Must pass Suppression Lieutenant qualification exam.
Must have 4 years as a District Credentialed Paramedic
Must be State of Florida certified Fire Officer I

0.5		Per year of service (12 year max)
1		Per year qualified as acting LT (10 year max)
3		Associates Degree or higher
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2		State HazMat Technician Cert obtained
		will only receive .25 per class till HAZ cert obtain
0.5		Fire Service Course Design (FO2)
0.5		Firefighting Tactics and Strategy II (FO2)
0.5		Fire Prevention Practices(FO2)
0.5		Private Fire Protection Systems I (FO2)
= 3		State (FO2) Cert obtained
		will only receive .5 per class till (FO2) cert obtain
	*Total	
		Total test score based on:
		60% Written Test Score (80 minimal)
		40% Practical / Oral interview assessment Score
		(80 minimal)
% of 100	*Total Test Score	
*T + *TTS		Total Placement Score

REQUIREMENTS FOR PROMOTON TO LIEUTNANT:

Must possess ACLS and BLS Instructor certification
Must be a State of Florida certified Fire Instructor I, II, or III
Must pass the EMS Lieutenant promotional exam. (80%min)
Must pass the EMS Lieutenant qualification Practical / Oral assessment. (80%min)

Booklist	
	CCEMS Protocol Book-60%
	SOP's- 500 series EMS SOPs-25%
	District Policies, District SOP-15%

EMS CAPTAIN PROMOTIONAL LIST

REQUIREMENTS FOR EMS Captain EXAM:

Must pass Suppression Captain qualification exam or have been an EMS LT for two (2) years.
Must have four (4) years as a District credentialed paramedic
Must be State of Florida Certified Fire Officer II.
Must be State of Florida certified Instructor I, II, or III.

0.5		Per year of service (16 year max)
1		Per year qualified as acting Captain (10 year max)
3		Associates Degree or higher
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2		State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5		Chief Officer (Fire Administration)(FO3)
0.5		Analytical Approaches in Public Fire(FO3)
0.5		NFA ICS-400 (H467) advanced ICS (FO3)
0.5		Legal and Ethical Issues for the Fire Service(FO3)
3		State (FO3) Cert obtained
		will only receive .5 per class till (FO3) cert obtained
	*Total	
		Total test score based on:
		60% Written Test Score (80min)
		40% Practical / Oral assessment Score (80min)
% of 10	*Total Test Score	
*T + *TTS		Total Placement Score

REQUIREMENTS FOR PROMOTIONAL TO EMS CAPTAIN:

Must have (8) years of service with NCFD	
Must possess ACLS and BLS Instructor certification	
Must pass the EMS Captain qualification exam. (80%min)	
Must pass the EMS Captain qualification Practical / Oral assessment. (80%min)	
Booklist	
	CCEMS Protocol Book-60%
	SOP's- 500 series EMS SOPs-25%
	District Policies, District SOP-15%

EMS BATT CHIEF PROMOTIONAL

REQUIREMENTS FOR EMS BATTALION CHIEF EXAM:

Must pass the Suppression Battalion Chief qualification exam or have been an EMS Captain for one (1) year

Must have four (4) years as a District credentialed paramedic

Must be State of Florida Certified Fire Officer II.

Must be State of Florida certified Instructor I, II or III.

0.5		Per year of service (20 year max)
1		Per year qualified as acting (10 year max)
3		Associates Degree/ will only receive points for 1 degree
4		Bachelors Degree / will only receive points for 1 degree
5		Masters Degree / will only receive points for 1 degree
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2		State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5		Community Risk Reduction(FO4)
0.5		Personnel Management Fire & Emergency Service(FO4)
0.5		Strategic Planning(FO4)
0.5		Quantitative Analysis or Capstone Project(FO4)
3		State (FO4) Cert obtained
		will only receive .5 per class till (FO4) cert obtained
3		The National Fire Academy's Executive Fire Officer (EFO)
	*Total	
		Total test score based on:
		60% Written Test Score (80 minimal)
		40% Practical / Oral interview assessment Score
		(80 minimal)
% of 100	*Total Test Score	
*T + *TTS		Total Placement Score

REQUIREMENTS FOR PROMOTION TO EMS BATTALION CHIEF:

Must have ten (10) years of service with NCFD.

Must not have a level 1 or level 3 QA in the past 3 years

Must pass the EMS Battalion Chief qualification exam.

Must pass the EMS Battalion Chief qualification Practical / Oral assessment.

Must hold Fire Officer III by 10/01/2017

Must have an Associates degree or FO4 within 3 years of promotion.

Booklist

CCEMS Protocol Book-60%

SOP's- 500 series EMS SOPs-25%

District Policies, District SOP-15%

TRAINING LT PROMOTIONAL LIST

REQUIREMENTS FOR TRAINING LIEUTENANT QUALIFICATION EXAM:

Must pass Suppression Lieutenant qualification exam.

Must be State of Florida certified Instructor I, II, or III.

0.5		Per year of service (12 year max)
1		Per year qualified as acting LT (10 year max)
3		Associates Degree or higher
3		Credentialed Paramedic
.25	each	HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2	when	State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5	each	Fire Service Course Design (FO2)
0.5		Firefig
0.5		Fire
0.5		Private
3	when	State (FO2) Cert obtained
		will only receive .5 per class till (FO2) cert obtained
1		State Certified LFTI
	*Total	
		Total test score based on:
		60% Written Test Score (70min)
		40% Practical / Oral interview assessment Score
% of 100	*Total Test Score	
*T + *TTS		Total Placement Score

REQUIREMENTS FOR PROMOTIONAL TO TRAINING LIEUTANT

Must have (5) years of service with NCFD

Must pass the Training Lieutenant qualification exam.

Must pass the Training Lieutenant qualification Practical / Oral assessment.

TRAINING CAPT PROMOTIONAL LIST

REQUIREMENTS FOR TRAINING CAPTAIN QUALIFICATION EXAM:

Must pass the Suppression Captain qualification exam or have been a Lieutenant in Training for 2 years

Must be State of Florida certified Instructor I, II, or III.

0.5	X	Years of service (16 year max)						
1	X	Years qualified (10 year max)						
3		Associates Degree or higher						
3		Credentialed Paramedic						
.25		HazMat I						
.25		HazMat II						
.25		HazMat technician						
.25		HazMat Chemistry						
2	when	State HazMat Technician Cert obtained						
		will only receive .25 per class till HAZMAT cert obtained						
0.5		Chief Officer (Fire Administration)(FO3)						
0.5		Analytical Approaches in Public Fire(FO3)						
0.5		NFA ICS-400 (H467) advanced ICS (FO3)						
0.5		Legal and Ethical Issues for the Fire						
3	when	State (FO3) Cert obtained						
		will only receive .5 per class till (FO3) cert obtained						
1		State Certified LFTII						
	*Total							
		Total test score based on:						
		60% Written Test Score (70min)						
		40% Practical / Oral interview assessment Score						
% of 100	*Total Test Score							
*T + *TTS		Total Placement Score						

REQUIREMENTS FOR PROMOTIONAL TO CAPTAIN:							
Must have (8) years of service with NCFD							
Must pass the Training Captain qualification exam.							
Must pass the Training Captain qualification Practical / Oral assessment.							
Must be state certified LFT I.							

TRAINING BATT CH PROMOTIONAL

REQUIREMENTS FOR TRAINING BATTALION CHIEF QUALIFICATION EXAM:

Must pass the Suppression Battalion Chief qualification exam or have been a Captain in Training for one (1) year.

Must be State of Florida Certified Fire Officer II.

Must be State of Florida certified Instructor I, II or III.

Must be LFTI

0.5		Per year of service (20 year max)
1		Per year qualified as acting (10 year max)
3		Associates Degree/ will only receive points for 1 degree
4		Bachelors Degree / will only receive points for 1 degree
5		Masters Degree / will only receive points for 1 degree
3		Credentialed Paramedic
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2		State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5		Community Risk Reduction(FO4)
0.5		Personnel Management Fire & Emergency Service(FO4)
0.5		Strategic Planning(FO4)
0.5		Quantitative Analysis or Capstone Project(FO4)
3		State (FO4) Cert obtained
		will only receive .5 per class till (FO4) cert obtained
3		The National Fire Academy's Executive Fire Officer (EFO)
	*Total	
		Total test score based on:
		60% Written Test Score (70 minimal)
		40% Practical / Oral interview assessment Score(70)
% of 100	*Total Test Score	
*T + *TTS		Total Placement Score

REQUIREMENTS FOR PROMOTION TO TRAININIG BATTALION CHIEF:

Must have ten (10) years of service with NCFD.

Must pass the Training Battalion Chief qualification exam.

Must pass the Training Battalion Chief qualification Practical / Oral assessment.

Must have an Associates degree or FO4 within 3 years of promotion.

Must hold Fire Officer III certification by 10/01/2017.

FIRE AND LIFE SAFETY LT

REQUIREMENTS FOR FIRE PREVENTION LIEUTENANT QUALIFICATION EXAM:

Must be State of Florida Certified Fire Investigator 1

Must be State of Florida Certified Fire Inspector 2

Candidates meeting time in rank requirements on or before April 1st following the September testing date will be permitted to participate in the testing processes. Successful candidates will obtain status upon satisfying years of service requirements as stated below.

All other candidates must complete **two (2) years** as an Inspector within Fire Prevention.

0.5		Per year of service (12 year max)
3		Associates Degree or greater
5		State of Florida Certified Fire Investigator II
1		Instructor I,II, or III
.25		HazMat I
.25		HazMat II
.25		HazMat technician
.25		HazMat Chemistry
2	when	State HazMat Technician Cert obtained
		will only receive .25 per class till HAZMAT cert obtained
0.5	each +	Firefighting Tactics and Strategy II (FO2)
0.5	each +	Fire Service Course Design (FO2)
0.5	each +	Fire Prevention Practices(FO2)
0.5	each +	Private Fire Protection Systems I (FO2)
= 3	when	State (FO2) Cert obtained
		will only receive .5 per class till (FO2) cert obtained
0.5		Latent Investigation FFP2630
0.5		Arson Investigation FSFC407
0.5		Post Blast Investigation FSFC406
0.5		Legal Issues for Investigators FFP2670
= 3		State Fire Investigator II Certification
		will only receive .5 per class (FI2) cert obtained
	*Total points	
		Total test score based on:
		60% Written Test Score (70min)
		40% Practical /Oral assesment Score (70min)
	*Total Test Score	
*T+*TTS=		Total Placement Score

REQUIREMENTS FOR PROMOTON TO Fire Prevention Lt:

Must pass the Fire Prevention Lieutenant qualification exam.

FIRE AND LIFE SAFETY CAPTAIN

REQUIREMENTS FOR FIRE PREVENTION CAPTAIN QUALIFICATION EXAM:

Must be State of Florida Certified Fire Investigator I

Must be State of Florida Certified Fire Inspector II

Candidates meeting time in rank requirements on or before April 1st following the September testing date will be permitted to participate in the testing processes. Successful candidates will obtain status upon satisfying years of service requirements as stated below.

All other candidates must have (8) years of progressively responsible experience with the District AND complete one (1) year as Fire Prevention Lieutenant or have been a promoted Officer within the District with a minimum of two (2) years as an inspector.

0.5		Per year of service (16 year max)						
1		Per year qualified as acting Captain (10 year max)						
3		Associates Degree or higher						
1		State Certified Instructor I, II or III						
3		Investigator II						
.25		HazMat I						
.25		HazMat II						
.25		HazMat technician						
.25		HazMat Chemistry						
2	when	State HazMat Technician Cert obtained						
		will only receive .25 per class till HAZMAT cert obtained						
0.5	each +	Chief Officer (Fire Administration)(FO3)						
0.5	each +	Analytical Approaches in Public Fire(FO3)						
0.5	each +	NFA ICS-400 (H467) advanced ICS (FO3)						
0.5	each +	Legal and Ethical Issues for the Fire Service(FO3)						
= 3	when	State (FO3) Cert obtained						
		will only receive .5 per class till (FO3) cert obtained						
	*Total points							
		Total test score based on:						
		60% Written Test Score (70min)						
		40% Practical / Oral assesment score (70min)						
	*Total Assessment Score							
*T+*TTS=		Total Placement Score						
REQUIREMENTS FOR PROMOTON TO Deputy Fire Marshal/Fire Prevention CAPTAIN:								
Must pass the Fire Prevention Captain qualification exam.								
Must have eight (8) years of service with NCFD.								

FIRE AND LIFE SAFETY BATTALION CHIEF

REQUIREMENTS FOR FIRE PREVENTION BATTALION CHIEF QUALIFICATION EXAM:

Must be State of Florida Certified Fire Investigator I and II

Candidates meeting time in rank requirements on or before April 1st following the September testing date will be permitted to participate in the testing processes. Successful candidates will obtain status upon satisfying years of service requirements as stated below.

All other candidates must have (10) years of progressively responsible experience with the District AND must complete one (1) year as Fire Prevention Captain/Deputy Fire Marshal or be a Fire Prevention Lieutenant qualified as a Fire Prevention Captain for two (2) years.

0.5		Per year of service (20 year max)						
1		Per year qualified as acting BC/FM (10 year max)						
3		Associates Degree/ will only receive points for 1 degree						
4		Bachelors Degree / will only receive points for 1 degree.						
5		Masteres Degree / will only receive points for 1 degree.						
4		State Fire Code Administrator						
3		National Fire Academys Executive Fire Officer (EFO)						
.25		HazMat I						
.25		HazMat II						
.25		HazMat technician						
.25		HazMat Chemistry						
2	when	State HazMat Technician Cert obtained						
		will only receive .25 per class till HAZMAT cert obtained						
0.5	each +	Community Risk Reduction (FO4)						
0.5	each +	Personnel Management Fire & Energency Service(FO4)						
0.5	each +	Strategic Planning(FO4)						
0.5	each +	Quantitaive Analysis or Capstone Project(FO4)						
= 3	when	State (FO4) Cert obtained						
		will only receive .5 per class till (FO4) cert obtained						
	*Total points							
		Total test score based on:						
		60% Written Test Score (70min)						
		40% Practical / Oral assesment score (70min)						
	*Total Assessment Score							
*T+*TTS=		Total Placement Score						

REQUIREMENTS FOR PROMOTON TO Fire Prevention Battalion Chief:

Must pass the Fire Prevention Battalion Chief qualification exam.						
Must have ten (10) years of service with NCFD.						
Must pass the Fire Prevention Battalion Chief qualification Practical/Oral assessment						
Must hold Fire Officer III by 10/01/2017						
Must obtain an Associates degree of FO4 within 3 years of promotion.						