



**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

OLD BUSINESS

Agenda Item: II. D.
Subject: District Policies
Meeting Date: February 8, 2022
Prepared By: Laura Donaldson, District Attorney

Background

At the December 14, 2021 Board of Fire Commissioner meeting, the Board voted to delay implementation of the policies that were adopted on June 8, 2021 to give the District time to determine the impacts of the new policies on District operations, determine what existing policies and procedures are being superseded, develop any forms and processes that are needed or required by the new policies, and to educate District employees. After the 100 and 200 series were reviewed, Staff and Legal Counsel have agreed to the recommended action for each policy.

Funding Source/Financial Impact

N/A

Recommendation

Title	Lexipol	Employee Handbook	Existing Policy SOG Number	Recommended Action
Fire Service Authority	100	A16		Retain as a policy
Oath of Office	101			Delete as a policy- Remain as a separate document
Policy Manual	102	A2	101.3;122.1	Delete as a policy- include in the Employee Handbook
L2396 Contract	103			Delete as a policy- Remain as a separate document
Administrative Handbook	104			Delete as a policy- Remain as a separate document
Organizational Structure	200		101.4	Delete as a policy and retain SOG 101.4
Emergency Action Plan and Fire Prevention Plan	201		124.5	Delete as a policy and retain SOG 124.5
General Orders	202		101.13	Delete as a policy and retain SOG 101.13
Training Policy	203		107.5	Delete as a policy and retain SOG 107.5
Disclosure of Financial Interests	204			Retain as a policy
Liability Claims	205			Delete as a policy and create an SOG
Electronic Mail	206	C7		Delete as a policy and create an SOG
Administrative Communications	207		101.6;101.13	Delete as a policy and retain SOG 101.6 & 101.13
Minimum Staffing Levels	208			Delete as a policy and create an SOG
Post incident Analysis	209		361.1	Delete as a policy and retain SOG 361.1
Annual Planning Master Calendar	210			Delete as a policy and create an SOG
Solicitation of Funds	211			Retain as a policy

Potential Motion

I move to support Staff and Legal Counsel's recommendations and approve:

1. Deleting policy numbers 101, 102, 103, 104, 200, 201, 202, 203, 205, 206, 207, 208, 209, and 210 from the policy manual;
2. Adopting policy numbers 100, 204, and 211, which shall take effect on March 1, 2022;



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3. The continuance of the current Collective Bargaining Agreement and Administrative Handbook as separate documents;
4. The retention of the above referenced Standard Operating Guidelines; and
5. Directing staff to develop Standard Operating Guidelines related to liability claims, electronic mail, minimum staffing levels, and annual planning master calendar.

Attachment:
Policies 100-211

Fire Service Authority

100.1 PURPOSE AND SCOPE

The purpose of this policy is to affirm the legal authority of the Greater Naples Fire Rescue District and the individual members pursuant to Florida and local law (Art. VIII, § 2, Fla. Const.; § 125.01, Fla. Stat.).

100.2 POLICY

It is the policy of the Greater Naples Fire Rescue District to limit its members to only exercise the authority granted to them by law.

While the Greater Naples Fire Rescue District recognizes the authority of members granted to them, members are encouraged to use sound discretion in the exercise of their authority, and this district does not tolerate abuse of authority.

100.3 ORGANIZATIONAL POWERS

This district is authorized by Florida and local law to perform fire suppression and related services including, but not limited to:

- (a) Fire prevention and fire code enforcement.
- (b) Fire suppression services.
- (c) Fire cause and origin investigation.
- (d) Emergency Medical Services (EMS).

100.4 FIREFIGHTER POWERS

Firefighters are sworn or appointed of this Fire District and are authorized to exercise the following authority pursuant to applicable Florida and local law:

- (a) Participate in a wide range of emergency and rescue activities, including EMS, extrication and heavy rescue
- (b) Perform fire suppression duties, including the suppression of structural, aircraft, marine, wildland and other types of fires
- (c) Investigate the cause and origin of fires
- (d) Collect and preserve evidence when a fire is of a suspicious origin
- (e) Perform specialty services, including hazardous materials response, technical rescue, water rescue and additional services as authorized by the Fire Chief.
- (f) Provide fire code enforcement inspection and plan review services
- (g) Provide public education and fire prevention activities and services

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100.5 CONSTITUTIONAL REQUIREMENTS

When exercising their authority, members shall observe and comply with every person's clearly established rights under the United States and Florida Constitutions.

100.6 SUPERVISORY AUTHORITY

Any chief officer may relieve a member under his/her command from duty when, in his/her judgment, an offense committed is sufficiently serious to warrant immediate action. A report of such action shall be made immediately through the appropriate channels to the Fire Chief, followed by written documentation of the charges, in accordance with Fire District procedures and Florida law (§ 112.82, Fla. Stat.). All such processes shall comply with established rules, regulations and applicable collective bargaining agreements.

Oath of Office

101.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that oaths, when appropriate, are administered to district members pursuant to Florida law.

101.2 POLICY

It is the policy of the Greater Naples Fire Rescue District that, when appropriate and pursuant to Florida law, district members affirm the oath of their office as an expression of commitment to the constitutional rights of those served by the District and the dedication of its members to their duties (§ 876.05, Fla. Stat.).

101.3 OATH OF OFFICE

Upon employment, all sworn, appointed or elected personnel shall take and subscribe to the following oath or affirmation in addition to any other form of oath or affirmation required (§ 876.05, Fla. Stat.):

I, [employee name], a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the Greater Naples Fire Rescue District and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

101.4 MAINTENANCE OF RECORDS

The oath of office shall be filed as prescribed by law (§ 876.05, Fla. Stat.).

Policy Manual

102.1 PURPOSE AND SCOPE

The Policy Manual of the Greater Naples Fire Rescue District is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, rules and guidelines of this district. All members are expected to conform to the provisions of this manual.

All prior and existing policies, manuals, orders and regulations that are in conflict with this manual are revoked, except to the extent that portions of the existing manuals, procedures, orders and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

102.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that fire and rescue work is not always predictable and circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this district under the circumstances reasonably available at the time of any incident.

102.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Greater Naples Fire Rescue District and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the District, its officials or members. Violations of any provision of any policy contained within this manual shall only form the basis for district administrative action, training or discipline. The Greater Naples Fire Rescue District reserves the right to revise any policy content, in whole or in part.

102.2.2 SEVERABILITY

In the event that any term or provision of this Policy Manual is declared illegal, invalid or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state or federal law, District policy or collective bargaining agreement, such law, District policy or collective bargaining agreement shall take precedence over that provision of the Policy Manual.

In the event that any of the terms or provisions of the Policy Manual are determined to conflict with any portion of a collective bargaining agreement, the District will seek to resolve the conflict.

102.3 AUTHORITY

The Fire Chief shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local

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laws. The Fire Chief or the authorized designee is authorized to issue General Orders, which shall modify those provisions of the manual to which they pertain. General Orders shall remain in effect until such time as they may be permanently incorporated into the manual.

102.4 DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Adult - Any person 18 years of age or older.

Chief Fire Officer - A person in a position of authority regarding hiring, transfer, suspension, promotion, discharge, assignment, or discipline of other district members, directing the work of others members, or having the authority to answer adjust grievances.

District - The Greater Naples Fire Rescue District (i.e.: employer)

Civilian - Employees and volunteers who are not Florida State Firefighters as defined in Florida Statute 633.102.

Employee / Member - Any person employed by the District.

Fire Code - The Florida Fire Prevention Code as adopted by Rule 69A-60.001, F.A.C. et seq. and Rule 69A-3.012, F.A.C.

Firefighter/Sworn or appointed - Those members, regardless of rank, who hold a current and valid Firefighter Certificate of Compliance or Special Certificate of Compliance issued by the Division of State Fire Marshal under Florida Statute 633.408 whose primary responsibility is the prevention and extinguishment of fires; the protection of life and property; and the enforcement of municipal, county, district, and state fire prevention codes and laws pertaining to the prevention and control of fires.

Health and Safety Officer - Members designated by the Fire Chief as responsible for the administration of health and safety-related programs and policies for the Greater Naples Fire Rescue District. The Fire Chief shall assume responsibility for health and safety-related policy and program administration if there is no designee.

Manual - The Greater Naples Fire Rescue District Policy Manual.

May - Indicates a permissive, discretionary, or conditional action.

Member - Any person employed or appointed by the Greater Naples Fire Rescue District, including but not limited to:

- Full- and part-time employees
- Sworn, or appointed firefighters or inspectors
- Civilian employees

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- Volunteers
- Fire Commissioners

On-duty - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

Order - A written or verbal instruction issued by a superior.

Rank - The title of the classification held by an employee.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority regarding duly delegated authority regarding assignments or discipline of other district members, or directing the work of other members. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead, or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

102.5 DISTRIBUTION OF THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all members on the district network for viewing and printing. No changes shall be made to the manual without authorization from the Fire Chief or the authorized designee.

Each member shall acknowledge that he/she has been provided access to, and has had the opportunity to review, the Policy Manual and General Orders. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

102.6 PERIODIC REVIEW OF THE POLICY MANUAL

The Fire Chief will ensure that the Policy Manual is periodically reviewed and updated as necessary.

102.7 REVISIONS TO POLICIES

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Members are responsible for keeping informed of all Policy Manual revisions.

Each Section Chief will ensure that members under his/her command are aware of any Policy Manual revision.

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All district members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the command staff as appropriate.

L2396 Contract

103.1 L2396 CONTRACT

See attachment: [May 31 2021 to September 30 2023 CBA.pdf](#)

Attachments

May 31 2021 to September 30 2023 CBA.pdf

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ARTICLE 1 – PREAMBLE

1.01 Parties: This agreement is made and entered into by and between the Greater Naples Fire Rescue District; therein referred to as the “District”, “Fire Chief”, “Administration”, and/or “Employer” and I.A.F.F. Local 2396, Collier Professional Fire Fighters and Paramedics; therein referred to as the “Union”, “Union President”, and/or “Employee(s)”. Common terminology shall be recognized and applied between all parties of the agreement.

1.02 Mutual Covenants: The intent of this agreement is to achieve and maintain a harmonious working relationship between the District and the represented employees of this agreement in regards to all working conditions; to provide for equitable and peaceful adjustment of those differences; to establish competitive standards of compensation for wages and incentives; to establish hours of work; to establish active and retiree Health Insurance Benefits; to establish supplemental retirement accounts, and to establish terms and conditions of employment inducive to continued employment.

1.03 Security: It is the desire of the District to make possible full work productivity by assuring the morale and peace of mind with respect to employment and financial security, and to provide a mutually agreed process for the unlikely termination of such services under agreement.

1.04 Performance: The District has an obligation of performance under this agreement, and failure to provide due care and diligence to that obligation, may result in reasonable restitution to the Union in terms of legal fees, representational fees, and associated costs, that are not restricted by statute or under this agreement.

1.05 Duration: The terms and conditions of this agreement shall become effective on the first occurring 14-day pay cycle beginning May 31, 2021 and remain in full force and effect until the period ending September 30, 2023. Thereafter, the terms and conditions of this agreement shall remain in full force and effect during any negotiations, status quo, and unchanged until the ratification between parties of a new agreement.

1.06 Annual Re-Openers: The parties agree that wage and insurance articles are a proper subject of reopen negotiations upon request by either party prior to the start of the District fiscal year, so long as the request is made in writing and addressed to the other party’s bargaining representative no later than August 1st, of each applicable fiscal year. Furthermore, either party shall have the ability to open two (2) additional articles each fiscal year under the aforementioned pretexts by mutual agreement.

ARTICLE 2 – RECOGNITION

- 2.01 Constitutional Recognition:** The District recognizes its obligations pursuant to, and in accordance with, all applicable provisions of Article 1, Section 6; Article 1, Section 9; Article 1, Section 10; Article 1, Section 12 of the Florida Constitution, and the legislative intent set forth in Florida Statutes.
- 2.02 Bargaining Recognition:** The District recognizes the Union as the exclusive bargaining agent with respect to all mandatory and permissive subjects of employment.
- 2.03 Employee Recognition:** The District recognizes the employee(s) under this agreement, as certified by PERC Certification No. 1857, or mutually recognized as inclusive, and included under this collective bargaining agreement. The District recognizes the Union as sole representative of all its covered part-time, regular and probationary positions.
- 2.04 Merger Recognition:** Should the Union merge, consolidate, or amalgamate into another IAFF local union or be succeeded by another IAFF local union as approved by PERC, then the District will immediately 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 sign any other applicable terms and conditions of documentation necessary for the continued recognition of employees covered by this agreement.
- 2.05 Successors Recognition:** The District shall ensure the binding agreement of this contract upon all successors as might be made by the employing agency and no provisions, terms, obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment to another governmental agency or private contractor without approval of the represented employees.
- 2.06 Memorandum of Understanding Recognition (MOU):** All MOUs developed and mutually agreed upon between parties during the course of this agreement shall be presented to clarify existing language and not supplement or supersede contractual language as agreed within this agreement.
- 2.07 Addendum Recognition:** An addendum will be used as a mutually agreed upon supplement to a contract, or a material change to an existing contract article.

ARTICLE 3 – DISCRIMINATION

3.01 Union Rights: Employees covered under this agreement shall have the right to join; to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid for protection; to express or communicate to management and elected officials any view, grievance, complaint or position related to the conditions of morale, compensation, health and safety, and terms of employment, all free from constraint, coercion, discrimination, or reprisal.

Nothing shall abridge the right of any duly authorized representative to present views of an employee, or this recognized group, which affect the welfare of its members.

3.02 Non-Discrimination/Non-Harassment: The District and the Union agree to the following provisions.

The District and the Union agree, in accordance with applicable Federal and State law, not to discriminate against or harass any employee on the basis of a protected class.

- A. The District and the Union agree not to discriminate, interfere, restrain, harass or coerce an employee based on marital status, sexual orientation, gender identity, or gender expression in the exercise of his or her rights under this agreement.
- B. The District and the Union agree that there shall be no discrimination, interference, restraint, or coercion by the District against any employee for their activity on behalf of, or membership in, the union.
- C. The District and the Union agree, in accordance with applicable Federal and State law, not to retaliate against any employee for engaging in a protected activity or exercising any right under this collective bargaining agreement.

3.03 Violations: All employees under this agreement are free and clear to report any violation or conceived violation in good-faith to the proper authority, or District authority (e.g., Fire Chief, Commission Board, or Board Chairman), without fear of constraint, coercion, discrimination, or reprisal.

3.04 Language Disclaimer: For the purposes of this Agreement, references to employees in the masculine gender shall be deemed to apply equally, and without distinction or discrimination to the female gender.

ARTICLE 4 – MANAGEMENT RESPONSIBILITIES

4.01 District Rights: The Board of Fire Commissioners hereby retains and reserves to itself and other administrative personnel of the District, without limitation, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and vested in them by the Constitution and the laws and regulations of the United States and of the State of Florida, and the policies of the Greater Naples Fire District, according to the rights set forth by Chapter 447 of the Florida Statutes.

The Union and the employees under this Agreement recognize that the District has the sole and exclusive right, except as provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the District reserves the representative right to:

- A. Determine the purpose and organizational structure of the fire service;
- B. Decide the scope of service to be performed and the methods of service;
- C. Set minimum performance standards to be offered to the public;
- D. Schedule and assign employees in accordance with this agreement and overtime procedures;
- E. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- F. Hire (including the right to refrain from hiring) and determine the criteria and standards of selection for employment (including minimum qualifications for hiring);
- G. Discharge, demote, suspend or otherwise discipline for just cause;
- H. Promote and establish criteria and procedures for promotions in accordance with District policy and determine the number and types of positions as well as the number and types of positions in each classification;
- I. Transfer and assign employees in positions within the organizational structure of the fire service;
- J. Determine all training parameters for all positions within the District, including persons to be trained and the extent and frequency of the training;
- K. Create, expand, reduce, alter, combine, or cease any job, or merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, due to lack of funds or other legitimate financial or operational reasons;
- L. Determine the number, location, and operation of all fire stations, divisions, and units;
- M. Control the use of equipment and property of the District and determine the number and classifications of employees assigned to any shift, station or piece of equipment.

4.02 Employee Rights:

- A. Employee Rights as provided by local, state, and federal law are hereby preserved (e.g., substantive and procedural due process, representational, self-incrimination, search and seizure, privacy, etc..), including firefighters' rights as defined in Chapter 112, Part 8, Florida Statutes.

B. The rights reserved by the Employer in this Article will not be exercised arbitrarily or capriciously to evade obligations of this Agreement. The Employer will act in good faith and fair dealings in its performance of this agreement.

4.03 District Budget: The Fire Commission has the sole authority to determine the amount of the budget to be adopted by the District.

4.04 Civil Emergency: If, in the sole discretion of the Fire Commission, it is determined that civil emergency conditions exist under a Local, State or Federal Declaration for the Fire District region, including, but not limited to, riots, civil disorders, hurricane conditions, pandemic illnesses, or similar catastrophes, agreed upon provisions of this Agreement may be suspended by the Fire Commission during the time of the declared emergency. In all cases of declared civil emergencies wage rates, leave benefits, and monetary fringe incentives shall not be suspended during the emergency without good and proper cause.

4.05 Collective Bargaining: Nothing in this Contract shall dilute or eliminate the obligation of the District to negotiate with the Union over proposed changes to wages, hours, and other terms and conditions of employment prior to implementation.

4.06 Topics of Bargaining: The District agrees to provide written notice of proposed changes to mandatory and permissive topics of bargaining to the Union President thirty (30) calendar days in advance of implementation.

ARTICLE 5 – UNION BUSINESS

5.01 Union Meetings: The Union agrees to provide the District its normal meeting schedule annually and provide five (5) calendar days notification to any special meeting or change in meeting location. The District agrees to allow meetings to take place on District property at times and places chosen by the Union that do not unduly disrupt operations or public usage. The District agrees not to assess a fee for conference room or facility usage. The District will not unreasonably deny access to facilities. The Location, Time, and Attendance of meetings is at the discretion of the Union.

5.02 Union Meeting Attendances: The District agrees to allow on-duty personnel to attend meetings, as long as the units remain available for operational response. At no time shall more than three (3) primary response apparatus attend any meeting. In instances of contract ratification or Representativeal Elections, units may rotate through voting and then return to their primary coverage areas.

5.03 Representation: Employees that are duly authorized Principal Officers (i.e. President, Vice-President(s), Secretary, and Treasurer) of the Union shall be allowed to attend functions on-duty in which the Union holds an interest; such as: investigation of a grievance, alleged safety and health violations, representational functions and meetings, meetings with the Fire Chief and staff, or meetings with an elected official/s, meetings with IAFF and FPF officials, meeting with counsel, or meeting with State, County, or other public officials as deemed appropriate by the Union President.

5.04 International and State Conferences: The District agrees to allow off on Administrative Leave, without loss of wage or benefits, Principal Officers that are representatives of the bargaining unit to attend one annual IAFF conference and one annual FPF conferences.

5.05 Negotiations: Times and locations for negotiations shall be mutually set. Employees of the negotiation team shall be allowed time to attend on duty. It is understood that on-duty attendance shall not unduly disrupt emergency operations. The District agrees to provide a public platform for those unable to attend to “log in” and listen to negotiations between parties.

5.06 Commission Agenda: The District agrees to maintain on the regularly scheduled agenda a place for the Union to report activities, functions, and concerns to the Board of Commissioners. The Union shall be able to submit agenda items for consideration at regularly scheduled meetings addressed to the Commission Chairman, these agenda items will be sent to the District in writing at least seven (7) calendar days before the scheduled meeting date.

5.07 Union Office: The District agrees to allow the Union usage of office and meeting space reasonable to the conduct the business necessity of the union on District property, at a location identified by the Union and mutually agreed upon, that does not unduly disrupt Operations. The Office space will allow for access to meeting rooms for meetings and training.

5.08 Union Insignia: The District agrees to allow the International Association of Fire Fighters insignia on all primary response apparatus cabs in a location clearly visible to firefighters mounting and dismounting the apparatus (normally the driver’s side cab). The District will allow union insignia on helmets.

5.09 New Employee Orientation and Continuing Education: The Union will be allowed a minimum of two (2) hours during employee orientation, during normal business hours, for presentation of membership benefits. The employees attending orientation will continue to receive all compensation due as part of the normal orientation period. The Union will be allowed to provide off-duty (voluntary) educational classes to its members at District facilities, during normal business hours, as part of its continuing education initiative with ten (10) calendar days notification to the District.

5.10 Bulletin Boards: The District agrees to provide a place for a bulletin board in all District occupied facilities for the purpose of posting Union letters and materials. The District may immediately remove items posted on the bulletin board if the material is improper, derogatory, and/or non-union related with prior notification to a Principal Officer and the materials provided thereafter. Bulletin boards shall not be in areas of general public access which include: hallways, public meeting rooms, and apparatus bays.

5.11 Time Pool: District agrees to allow the Union to establish and maintain a Union Time Pool (UTP). The UTP will be utilized for purposes identified by the Union as appropriate functions of its officers and members. The UTP is the responsibility of the Union and shall be administered as such, the District will solely track accumulation and usage. Officers and members utilizing UTP will be counted towards established District time-off procedures per workday. All UTP is considered productive work for overtime purposes. All active members covered under this collective bargaining agreement shall contribute 2.0 hours of earned vacation leave to the UTP each October, unless a lesser amount is approved by the Union. All unused hours from the previous year shall carry forward to the UTP. Members requesting usage of the UTP will have approval of the Union President. Hours approved by the Union President will be deducted from the totals of the UTP on an hour-for-hour basis. The Union will provide seven (7) calendar days' notice to the Fire Chief or their designee. A lesser time may be approved by the Fire Chief or their designee.

5.12 Individual and Group Agreements: The District agrees that neither it nor its agents will enter into any individual, or group agreements without first completing the collective bargaining process with the Union.

5.13 Wi-Fi Access: All District employees are entitled to access to the District Wi-Fi. Employees will enjoy broad privacy on personal devices. The District will not access any employee personal device by any measure or means of intrusion.

ARTICLE 6 – PREVAILING RIGHTS

6.01 Prevailing Rights: All rights, privileges, and working conditions enjoyed by the employees at the present time which are not addressed in this agreement shall remain in full force, unchanged, and unaffected in any manner during the term of this agreement, unless changed by mutual consent or they are in conflict with the provisions of this agreement. Prevailing rights are practices that have risen to enforceable contract terms through the recognized and accepted practices of the District or the employees.

6.02 Defining Prevailing Rights: Prevailing rights are those recognized and accepted by the employees and the District and used several times in the past. Prevailing rights includes accepted behavior, repeated actions, or inactions on behalf of the employee or the District.

- A. The practice was clear and applied consistently.
- B. The practice was not a special, one-time benefit or meant at the time as an exception to a general rule.
- C. Both the employees and management knew the practice existed and management agreed with the practice or, at least, allowed it to occur.
- D. The practice existed for a substantial period of time and it had occurred repeatedly.

ARTICLE 7 – GOVERNING DOCUMENTS

7.01 Governing Documents and Directives: (1) Employees shall comply with all reasonable, legal, job-related directives and governing documents in so far as they are not in conflict with this agreement or present vague or ambiguous expectations of employees in their duties. (2) Governing documents include, but not limited to, policies, procedures, guidelines, general orders, memorandums, and written and verbal directives. (3) All governing documents of the District shall be considered part of this agreement.

7.02 Formulation and Amendments of Governing Documents: (1) The District shall, prior to any implementation or change to an existing governing document provide the Union (i.e. Principal Officer) a copy of the proposed governing document or proposed amendment(s) or changes to an existing governing document in writing and addressed to the attention of the President. (2) The District will allow the Union a reasonable opportunity to present impacts upon members of the bargaining unit to the District; to determine if “bargaining” or “impact bargaining” is appropriate; if any, to wages, hours, and terms and conditions of employment prior to implementation. (3) After implementation, the Union will have a reasonable opportunity to request bargaining as impacts upon wages, hours, and terms and conditions become evident.

7.03 Governing Documents Enforcement: The District agrees to notify the Union and employees beforehand of their intention to enforce any of District governing documents in which there has been lax regulatory oversight, or not regularly enforced. Enforcement of District policies, procedures, rules, and regulations shall not be arbitrary and capriciously applied to an employee or groups of employees.

7.04 Maintenance of Governing Documents: It shall be the sole responsibility of the District to maintain in an easily accessible electronic or hard copy format all governing documents as appropriate to the business necessity of the District.

7.05 Employee Training: It shall be the sole responsibility of the District to provide adequate, informational, and continuing training of the District's governing documents.

ARTICLE 8 – AMENDMENTS AND SEVERABILITY

8.01 Amendments and Severability: If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or judicial authority, all other articles and section(s) of this Agreement shall remain in full force and in effect for the duration of this Agreement.

In the event of invalidation of any article or section, both parties agree to meet within thirty (30) calendar days of such determination for the purpose of initiating negotiations to reach a mutually satisfactory replacement for such articles or sections.

8.02 Financial Severability: The District shall not alter, change, modify, or otherwise affect any financial article of this Collective Bargaining Agreement without the Union first receiving a clear and compelling interest by the District in the request to do so.

ARTICLE 9 – LIABILITY

9.01 Liability: The District agrees to defend, indemnify and hold harmless each employee from liability in civil suits in accordance with Section 768.28, Fla. Stat. The District agrees to provide counsel, at no cost, to any employee involved in any liability suit in which the employee made a good-faith effort in the exercise of their official duties. This liability indemnification shall extend beyond the employee's separation of service in cases the suit involves dates in which the employee was under employment of the District.

ARTICLE 10 – LABOR MANAGEMENT

10.01 Labor-Management Committee: There shall be a labor-management committee comprised of management officials designated by the Fire Chief and a maximum of four (4) union members designated by the Union President. Designated union members, while attending meetings, will receive appropriate wage compensation as hours worked.

10.02 Meetings: The Committee shall meet at least bi-monthly, on mutually agreed dates and times, to discuss issues submitted to an agenda for the meeting.

10.03 Agenda: The agenda will include items to improve communications, discuss problems, form solutions, and discuss objectives and goals of mutual concern. Agenda items will not include collective bargaining issues/negotiations, or discussion of resolution to a grievance. These appropriate concerns include, but not limited to:

- A. Recognition that labor and management have a mutual goal of ensuring the well-being and safety of Fire/EMS personnel and providing high quality service to the public.
- B. Recognition to work together to improve communications, enhance training, increase participative decision-making, and promote a labor-management relationship based on mutual trust, respect and understanding.
- C. Recognition to provide systemic training to labor and management leaders on collaborative methods of dispute resolution, recognizing that this process allows leaders to identify problems and craft solutions to better serve their members and the public.
- D. Recognition to promote these principles to members at all levels of both organizations.

ARTICLE 11 – HEALTH AND SAFETY

11.01 Purpose: The District agrees to provide the highest standards of health and safety in the Fire District in order to eliminate or reduce as much as possible accidents, deaths, injuries and illnesses, and near misses. The Union through its various representatives, committees, and agents, have been afforded certain participatory rights related to employee health and safety; however, it is not the intention of the parties that these provisions herein diminish the District's exclusive and sole responsibility under statute, or this article. The Union may choose to participate or choose not to participate at its own discretion.

11.02 Joint Safety and Health Committee: There may be a joint health and safety committee composed of District and Union representatives selected annually. The Union shall select a minimum of (3) union representatives to participate on the committee. The committee will be composed of an equal number of District representatives and Union representatives for the purpose of voting. The joint committee shall adopt a safety program as provided for in statute FS 633.502-536 and FAC 69A-62 as a basis for devolving said plan. As an example, the committee shall address the following:

- A. Meet at least monthly at established dates or as requested by either party.
- B. Make periodic inspections of District facilities and apparatus, protective equipment, protective clothing and devices, review work methods and conditions, including training procedures, at least annually.
- C. Make written recommendations for correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations shall be forwarded to District officials responsible for providing a healthy and safe workplace and include a target date for abatement of the condition or unsafe work practice.
- D. Keep minutes of all meetings, a copy of which shall be provided to the Fire Chief and Union President. A written report shall be prepared for review and adoption at the next committee meeting.
- E. Review and analyze all reports of accidents, deaths, injuries and illnesses, and near misses. Make written recommendations that include a date of implementation to modify or add rules and procedures to further promote the avoidance of such incidents in the future as the committee deems appropriate.
- F. Review all copies of records and reports, including all reports required by any governmental agency, under applicable federal, state, or provincial safety and health laws, and each report shall be made available upon request to each member of the safety and health committee.
- G. The District shall provide or create a joint accident investigation team for the purposes of complying with "E" and "F" above.
- H. The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters. The committee shall have the right to call on such experts and authorities, including, for example, representatives from the International Association of Firefighters, Florida State Fire Marshall's Office, and International Association of Fire Chiefs, to make such examinations, investigations and recommendations as shall be reasonably connected with the purpose of the committee.

11.03 Protective Clothing and Equipment: The District shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing, and other protective equipment necessary to preserve and protect the safety and health of firefighters. Personnel may be responsible for expenses incurred in replacing lost or damaged uniforms due to personal negligence, or intentional misuse, subject to review and decision by the Fire Chief. Only personnel who have been trained and certified by the manufacturer or applicable agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

11.04 Firefighter Health and Safety Training:

- A. The District agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness aptitude. In the event of the introduction of new technology or other changes in work processes, the employees affected shall be fully trained in all the health and safety aspects of the new procedure, work process or equipment.
- B. Employees agree to support and follow the Districts Safety Program and commit to providing a safe working environment.
- C. Employees shall immediately report to their supervisor any safety hazards or other unsafe conditions. Employees shall also report to their supervisor any injuries sustained in the course and scope of employment. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union.
- D. The District will provide its personnel with safety equipment as deemed necessary and appropriate by the Fire Chief, or by recommendation of the Health and Safety Committee to ensure that all work on behalf of the District can be performed in a safe manner.

ARTICLE 12 – GRIEVANCES

12.01 Definition: The grievance procedure set forth herein shall be the preferred method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of this agreement. If the interpretation or application of this agreement cannot be settled under this procedure, then either party may pursue continuation under alternate legal means.

A grievance shall be defined as a dispute or disputes involving the interpretation or application of an article or articles, a specific part or parts of this agreement, discipline and discharge, violation of a District governing document, or a material change in an established practice.

For purposes of this Article, a practice shall be defined as one that has risen to the level of an enforceable contract term. If there is a dispute as to whether a practice meets this definition, the parties agree that in the event the matter reaches the arbitration step, the case will be bifurcated such that the arbitrator will first and separately decide whether the practice is arbitral.

Any grievance filed under this procedure shall bear the name and signature of any and all employees bringing forth the grievance, except when the Union itself brings the grievance, in which case the grievance will be signed by a Principal Officer of the Union.

As to any alleged violation(s) of any Federal Regulation or State Statute that is referenced by this Agreement, an employee(s) may assert a claim for such alleged violation by using the grievance procedure in this Agreement and/or filing an action with the appropriate authority having jurisdiction.

12.02 Time Limitation: Within thirty (30) calendar days of an alleged violation or knowledge of an alleged violation, a written and signed grievance petition may be submitted directly to the Fire Chief or to an Advisory Grievance Committee of the Union for consideration. The thirty (30) business days begins upon the conclusion or final action of the District or knowledge by the employee of an infraction or violation.

12.03 Extension of time: All specified time periods may be modified by mutual consent of the Union and the District. Request for an extension shall not be unreasonably denied by either party.

12.04 Grievance Steps:

Step 1: Fire Chief

The Fire Chief has fifteen (15) business days, from the date received, to respond to the grievance. The response shall include any evidence that the District has met its performance requirement under agreement. If the Fire Chief does not respond to the grievance, or denies the grievance in full or in part, the grievant(s) or the union may submit the grievance to Mediation. The grievant(s) or the Union shall provide their decision in writing within ten (10) business days of receiving the Fire Chief's recommendation.

Step 2: Grievance Mediation (Non-binding)

When parties cannot agree to a grievance solution with the Fire Chief, it shall proceed to Mediation for a third-party recommendation. The Mediator shall be chosen from the Federal Mediation and Conciliation Service (FMCS) and agreed upon between the District and the Union. Grievance Mediation shall take place within a reasonable period of time, generally within thirty (30) business days of the grievant(s) or Union response to Step 1, unless extenuating circumstances exist.

If the grievance has not been settled to the satisfaction of the grievant(s) or the Union, it then may be submitted to the Board of Commissioners. The grievant(s) or the Union shall provide their decision in writing within ten (10) business days of receiving the Mediators recommendation.

Step 3: Board of Commissioners

When parties cannot agree to a proposed resolution after Mediation, it shall proceed to the Board of Commissioners for consideration during a regular or special meeting. Each party shall be provided a reasonable period of time to present, and rebuttal, opposing views of the grievance to the Board. The Board will vote to sustain or deny the grievance in whole or in part. The Board will have at their discretion the ability to offer alternate resolutions to the grievance that parties will have ten (10) business days to consider.

If the grievance has not been settled to the sole satisfaction of the Union, it then may be submitted to Arbitration. The choice to proceed to Arbitration for a member of the Union shall be made solely by the Union in consultation with the union attorney and consultation with the grievant. The choice to proceed to Arbitration for a non-member will be made by that grievant and he or she shall bear any and all costs associated with Arbitration. The Union, or non-member grievant shall provide their decision in writing within twenty (20) business days to the District.

Step 4: Arbitration (Binding)

Any grievance arising out of or relating to the interpretation or the application of this agreement may be submitted to arbitration. An arbitrator shall be selected from a list of seven (7) arbitrators by the alternate striking of names. The Union or grievant shall strike second. Any grievance pending Arbitration can continue to be worked on toward a resolve by the parties involved.

12.05 Alternate Dispute Resolution Costs:

The compensation of the mediator, arbitrator, or special magistrate, and all stenographic and other expenses, shall be borne equally by the parties.

12.06 Unanswered Grievances:

Any grievance not answered by the District or the Union within the time limits provided will automatically advance to the next step of the procedure.

12.07 Non-Union Members:

- A. Non-member (defined as an employee that is not active and in good-standing with the local) covered bargaining unit position, may designate a representative of their choosing from within the organization, but outside members and non-members covered by the Union, to assist or represent them during presentation of their grievance through the steps outlined above. The Union has no representational, legal, or financial responsibilities to non-union or non-bargaining unit employees.
- B. The Union has the right to be present at any meeting between the District and a Union covered position, regardless of representational responsibilities. The District will ensure notification to the Union of any such meeting.
- C. Non-member of the union will have the latitude to proceed at their own cost, representation, and in conformity with this agreement to and through Arbitration. The Union reserves the right to be present at any meeting up and through Arbitration.

12.08 Advisory Grievance Committee: The committee, upon receiving a written and signed petition shall review the grievance and provide the grievant a written response within twelve (12) business days. After the grievant receives the response, he/she will have seven (7) business days to decide whether the grievance proceeds to the Fire Chief. The committee provides an opinion by peers and should not be used as a legal basis for determining whether to proceed or not to proceed under this procedure. The Advisory Grievance Committee is an adjunct to the grievance process, regardless of the opinion the employee may present the grievance to the Fire Chief.

12.09 Processing Grievances: Employees or an employee who files a grievance under this procedure is responsible for meeting time-lines under this Article. The Union is not solely responsible because a member or members filed a grievance petition. However, the Union may intervene as it deems appropriate to represent its positions under this Agreement. The Union will facilitate coordination with the grievant(s) to aid him/her in the process, but is not responsible for timeliness when it is not the Union itself that filed the grievance.

ARTICLE 13 – DISCIPLINE & DISCHARGE

13.01 Discipline: Discipline will be administered in a corrective, progressive, and lawful manner consistent with the previous practices of the District. The objective being to correct performance, improve efficiency and morale, and uphold the employee's employment with the District.

13.02 Just Cause: The District must establish "just cause", with a clear preponderance of evidence, prior to implementing discipline in situations involving formal suspension of an employee, or a more severe detrimental employment impact to an employee.

- A. Was the employee adequately warned or trained on the consequences of his/her action?
- B. Was the violation or behavior related to the safe and efficient operations of the District?
- C. Was the employee subject to a fair and impartial investigation?
- D. Were the rules, regulations, policies, procedures, orders and directives (i.e. governing documents) administered 'evenhandedly'?
- E. Was the employee given an opportunity to respond to the allegations and charges?
- F. In instances where suspension, demotion, last chance agreement, or termination is considered, did the employee receive an impartial hearing before the penalty was imposed and the District demonstrated a clear and convincing presentation of the evidence in making its decision?
- G. Was the penalty imposed reasonably related to the incident and the past record of the employee?
- H. Just cause standards above ("A" through "G") are not necessary when the act of the employee is of such a serious nature or so egregious that the employee is expected to know it is wrong.

13.03 Due Process: The District shall ensure that any disciplinary proceeding is in accordance with the commonly accepted practice of a fair and impartial hearing, procedural and substantive due process, clear and convincing evidence, and the opportunity of the accused to address any accuser or accusations. Hearsay shall be in-admissible in any formal investigative proceeding.

13.04 Confidentiality: The District shall ensure the confidentiality of the inquiry or investigation of the employee during any investigative process through completion. At the completion of the investigation all documents and determinations become public record, except those specifically exempt under Florida Law.

13.05 Formal Investigative Action(s): The District shall have the sole discretion and responsibility for identifying alleged violations or instances of alleged unacceptable behavior that may result in suspension, demotion, last chance agreement, or termination. The District shall follow the provisions of Statute 112, Part VIII, "Firefighter Bill of Rights", and those contained herein this article below. The following time-lines shall be followed:

- A. In such situations the District shall reasonably apprise the employee(s) in writing of the allegations, any purported violations District governing documents, and any evidence or statements that have been received by the District within twenty (20) calendar days of knowledge of the event.
- B. The District may not begin interrogations or questioning of employees associated with an investigation until the accused employee(s) has received aforementioned written notification; thereafter, the District will complete the investigative process within one hundred and twenty (120) calendar days from the date of notification, unless extenuating circumstances exist.

- C. During the one hundred and twenty (120) calendar days the investigative process for those accused will be provided an Investigation hearing, by an impartial arbiter, that will determine facts from hearsay, allow the accused to question accuser(s) by representation or counsel, to address accusations, and other defenses necessary to ensure impartial and fair dealings.
- D. At the close of the investigation, the District will provide the employee(s) a summary of its conclusions along with any supporting evidence in preparation of a pre-determination hearing. The employee will be provided a reasonable period to prepare for the predetermination meeting. The District will ensure an official record of the predetermination meeting.
- E. At the conclusion of the predetermination hearing, the District shall issue its final resolve within thirty (30) calendar days.
- F. Timelines can be adjusted by written mutual agreement between the union and the District; the Union will not unreasonably deny such requests.
- G. The entire investigative process shall not exceed one hundred and twenty (120) calendar days from the date of written notification to the employee(s).

13.06 Employee Rights: Employees shall be afforded any and all rights and privileges available to them under agreement and in accordance with Federal, State, local, and department documents.

13.07 Union Rights: The Union shall receive reasonable notification of any District inquiry, interrogation, or investigation, and will be allowed representation, be present, or authorize legal counsel to participate.

13.08 Representation: Any District inquiry, interrogation, or investigation meant as a means of determining a wrong doing (alleged unacceptable action) on behalf of the employee shall be entitled to Union or legal representation during any proceeding initiated by the District.

13.09 Written Accounts: Written statements will not be elicited from employees, unless a formal investigative process is initiated by the District in accordance with Statute 112, Part VIII, "Firefighter Bill of Rights" and the provisions of this agreement.

13.10 District Rights: The District reserves the right, depending upon circumstances, to place the employee under investigation on paid leave, without adverse employment consequences, for the duration of the investigation and its conclusion.

13.11 Determination: The District shall provide the employee and the Union a written notification of disciplinary determination within ten (10) calendar days of completion of a formal investigation, unless extenuating circumstances exist. The written determination shall include: (1) All evidence based upon making the determination, (2) any previous employee disciplinary action or resolves, (3) the recommended and implemented discipline by the District, and (4) any appeal rights.

13.12 Records: The Union and employee shall be entitled to all documents related to the disciplinary action without charge.

13.13 Types of District Action for Infractions:

- A. Informal Counseling: Do not involve a formal investigative process and are used to prescribe inappropriate conduct or minor violation of the District's governing documents. Counseling is intended to identify and correct deficiencies without the need for a formal investigatory process. Counseling is only administered by a superior officer to a subordinate employee. Counseling forms shall be removed from the employee's record/file after one (1) year from the date of issuance.
- B. Informal Written Reprimand: Do not involve a formal investigative process and are used to prescribe continuing inappropriate behavior or a serious violation of the District's governing documents. A written reprimand is issued under the same parameters as a counseling, except that a written reprimand is retained for three (3) years from the date of issuance.
- C. Informal Suspension (24 hours or less for Shift and 16 hours or less for Day/weekly employees): Does not involve a formal investigative process and is used to prescribe a situation that an Informal Written Reprimand alone does not address the situation, and there is cause based upon reasonable belief of evidence obtained that warrant suspension. This is an extension or add on to an Informal Written Reprimand.
- D. Suspension (Greater than Informal Suspension): Involves a formal investigative process and is the loss of pay to an employee for multiple reoccurrences of the same or similar offenses or an offense that is reasonably considered serious in nature. It shall be reduced to writing and specifically state the date(s) of suspension. It shall be signed by the Fire Chief and be considered a permanent record of the employee's employment.
- E. Demotion: Involves a formal investigative process and is issued to an employee for multiple suspensions of the same or similar offenses in which the Fire Chief has reached reasonable inferences from those suspensions that demotion is an appropriate cause of action. The employee shall be reduced in rank appropriate to the discipline determination. It shall be signed by the Fire Chief and be considered a permanent record of the employee's employment.
- F. Last Chance Agreement: Involves a formal investigative process and is provided to an employee in lieu of termination when suspensions and/or demotions have not been effective, and the circumstances and evidence surrounding and giving rise to the consideration of termination are an appropriate disciplinary determination. In these instances, the District, Union, and employee may enter a "Last Chance" Agreement in lieu of termination.
- G. Termination: Involves a formal investigative process as a means of a separation of service of the employee. Or, termination is a means of separation for a serious and egregious act by an employee.

13.14 Safety & Security: At the sole discretion of the District, in which events and circumstances dictate reasonable care to ensure the safety of the public and employees, and necessitate the protection of district assets, an employee may be relieved from duty or restricted from reporting to duty.

ARTICLE 14 – OFF-DUTY VIOLATIONS

14.01 Notification: The employee will notify the District of any charges that may affect their perceived employment status with the District before his/her next scheduled workday, unless extenuating circumstances exist.

14.02 Legal Detention: If an employee is detained and unable to report to duty, he/she will receive the time-off without pay. He/she shall notify the District of the detention as reasonably possible after release.

14.03 Administrative Leave:

- A. The District reserves the right to place an employee on a paid leave and benefits status for any off-duty charges that involve allegations and charges of a misdemeanor/s of moral turpitude up to their final determination (adjudication) of events.
- B. The District reserves the right to place an employee on a paid, or un-paid leave status (employment benefits unaffected) for any off-duty charges that involve allegations and charges under felony statute. When at the Fire Chief's express written discretion to the Union to suspend an employee without pay, the reasons shall be reduced to writing and provided to the Union President.

14.04 Conviction, Nolo Contendere, or Cessation of Charges: Upon completion of any legal proceeding resulting in a conviction or plea of nolo contendere by the employee to the charges, the District may take corrective action in accordance with the Discipline Policy, this Agreement, and previous practices. The District will not act based upon *prima fascia* evidence of charges or act upon the cessation legal proceeds that do not result in a legal admission of guilt.

14.05 Motor Vehicle Violations: Employees shall not be disciplined based solely upon moving traffic violations, unless the employee cannot maintain a valid work-related license or permit within a reasonable period of time based on legal maintenance of such license under the employee's extenuating circumstances.

14.06 Driving Under the Influence (DUI): Employees charged and/or convicted with a first (1st) DUI, with no extenuating circumstances of consequence to the District outside the employee's involvement, the employee shall be able to maintain their employment in a District assigned appropriate position (i.e., Firefighter, Training, Logistics or Administrative position) provided they maintain driving privileges. An employee charged, but later absolved of such charges will be restored to their rank and full employment status upon the cessation of legal proceedings and obligations (i.e., fines, restoration of driving privileges, completion of probation).

14.07 District Inquiry or Investigation: All questions related to an off-duty related incident shall focus narrowly upon the employee's workplace duties and ability to fulfill those responsibilities, or responsibilities and duties under an alternate position. Employees will not be required or compelled to answer questions not related to their employment.

14.08 Extenuating Circumstances: All extenuating circumstances under this agreement shall be discussed and agreed upon between the Fire Chief, Union President, and counsels. In situations in which a consensus is not reached, will be resolved through the Grievance Procedure.

ARTICLE 15 – DRUG-FREE WORKPLACE

15.01 General Provisions: The District agrees that the Drug-Free Workplace Program shall be in accordance with Florida Statutes, Chapters 112.0455, and 440.102, or as amended and agreed upon herein. The District will take into strict consideration the privacy rights guaranteed to every employee when conducting drug and/or alcohol testing.

15.02 Drug Testing: Before the District requires an employee to submit to an alcohol or drug test, other than “Fitness-for-Duty” or “Follow-up” testing, the District shall have established reasonable suspicion as provided in Statute and under District Policy for the basis for the ordered alcohol or drug test.

Once the District commits an employee to alcohol or drug testing the employee will be relieved of duty, with pay and without any adverse employment consequences, for the remainder of that workday, or until the employee is cleared for work, or the District receives a positive or negative confirmed drug-test result.

15.03 First Report of Injury, Accident, or Exposures: Employees filling out a “First Report of Injury” for Workers’ Compensation after suffering a personal injury, or involved in an accident resulting in injury to self at work will not be tested until the District provisions of Reasonable Suspicion are fulfilled under District Policy 903.4 Drug Free Workplace.

15.04 Refusals: Employee refusal to submit to an alcohol or drug test after receiving written documentation by a supervisor of reasonable suspicion will be considered a positive confirmed drug testing result. The employee may refuse testing until provided a copy of the reasonable suspicion documentation.

15.05 Alcohol Concentration: An employee with a test result greater than .04 may be considered a positive test result under this agreement.

15.06 Types of Drug Testing: Employees may be required by the District to submit to the following types of drug testing:

- A. **Routine Fitness-for-Duty:** An employee may be required to undergo a routinely scheduled annual fitness-for-duty medical examination, which may include drug testing provided the employee received 14 calendar day notification prior to the date of his/her scheduled test. This test does not require reasonable suspicion written documentation.
- B. **Reasonable Suspicion:** An employee may be required to reasonable suspicion testing based upon the written documented belief of a trained supervisor that the employee is unfit for duty due to alcohol or drugs, with approval for testing by the Fire Chief or their designee. Alcohol or drug testing is authorized only if the observations are made during, just proceeding, or just after the employee’s workday. Employees that are part of the bargaining unit will not be considered a trained supervisor and required to be a reporting supervisor.
- C. **Follow-up Testing:** An employee who, in the course of employment, enters an employee assistance program for drug or alcohol related problems, or a rehabilitation program may be required to submit to unannounced follow-up testing no more than once monthly for a two-year period after completion of the program. This test does not require prior reasonable suspicion written documentation.
- D. **Post-Accident:** An employee who has caused, contributed to, or been involved in an accident while at work leading to a Workers Compensation Claim, “First Report of Injury” for self or another employee, may be required to submit to a post-accident drug test as a condition of

employment if reasonable suspicion, with proper documentation and approval by the Fire Chief or designee has been established by the District.

- E. Property Damage: When property damage occurs to District apparatus or equipment, and the supervisor believes the damage was caused, contributed to, or occurred because the employee or employees were under the influence of drugs or alcohol; establishing reasonable suspicion with proper documentation and approval by the Fire Chief or designee, the employee(s) may be sent for testing.

15.07 Employee Job Protections: The following employee job protections shall apply and be in addition to any protections found under Florida Statute and District policy.

- A. All reasonable suspicion testing, including post-accident/property damage incidents, shall take place within seventy-two hours following the accident/damage; otherwise, no testing shall be administered. All testing shall be through established testing facilities and not through law enforcement officials.
- B. The District is responsible for transportation to and from the testing facility. The employee is responsible from the time he/she is released from duty.
- C. The District shall not discharge, discipline, or discriminate against the employee solely upon an employee voluntarily seeking treatment for a drug or alcohol related problem.
- D. While in any employee assistance or rehabilitation program, the employee will be allowed to return to duty in their regular assignment in accordance with physician or program provider recommendations.
- E. An employee will not be subject to alcohol or drug testing based solely on a “report of use”, or other hearsay from an outside or internal source.
- F. Employees may not be disciplined or discharged based solely on a first confirmed drug or alcohol test, unless such confirmation is connected to habitual disciplinary problems, history of alcohol and drug abuse, or a serious injury caused to self or another party.

15.08 Employee Treatment Benefits: The following employee treatment benefits shall apply and be in addition to any treatment benefits found under Florida Statute and District policy.

- A. The District shall select the employee assistance program or rehabilitation program, for any District ordered treatment.
- B. The District shall ensure the employee receives his/her normal wages and benefits for the first 7 days of treatment, provided the employee is unable to work.
- C. The District shall ensure the employee receives time-off, without use of the employees accrued leave benefits, for the first 14 days of treatment, provided the employee is unable to work.

15.09 District Responsibilities: It is the sole responsibility of the District to strictly comply with the provisions of this agreement and any applicable policies. Drug Testing is an invasive right provided to the District, and due care and consideration should be taken in all steps. Where the District fails to meet the standards set forth under Statute or under this Article; shall be considered proper cause to dismiss any positive-confirmed drug test result.

May 31, 2021- September 30, 2023 CBA

ARTICLE 16 – EMPLOYEE FILES

16.01 Employee Files:

No material adversely reflecting upon an employee or upon his/her conduct, service, character, or personality shall be entered into District personnel files until after such employee has had a reasonable opportunity to review such material. Employees' have the right to grieve any entry under the grievance procedure of this agreement.

The District agrees to maintain a file, or "digital file" for each employee for:

- A. Medical History and documentation.
- B. Disciplinary actions, investigations, or conclusions.
- C. General certifications, performance evaluations, and other department records.

16.02 Employee Inspection of Files:

Every employee shall have the right to review, upon request and at reasonable time, to examine his/her personal file and receive copies at no cost.

16.03 Confidentiality of the Employee:

All employee personal files and entries made therein and kept by the District shall be considered confidential, except as may be released under Florida Public Record Law.

ARTICLE 17 – PERFORMANCE EVALUATION

17.01 Employee Positional Performance Evaluation: The District will not perform positional performance evaluations without providing clear and concise objectives well in advance to the employee, and requiring all employees of the position to be subject to those same standards. The District shall further provide continuing education and training towards meeting performance standards that it may require as part of its employee positional performance evaluation.

ARTICLE 18 – TOBACCO FREE WORKPLACE

18.01 Tobacco Free Workplace: The District and the Union agree to establish a tobacco free workplace for all employees of the District. The District and the Union are committed to a healthy work environment free from all forms of tobacco use. It is widely recognized that smoking and secondary smoke inhalation are harmful to health and that the use of tobacco may significantly increase the risk of heart disease, emphysema and/or cancer of the lips, mouth, throat, and lungs. No employee of the Fire District may use tobacco products, in accordance with current District policy.

18.02 Florida Presumptive Legislation: The State of Florida enacted presumptive laws that treat certain conditions, such as heart disease, hardening of the arteries and hypertension as work related – all of which have been shown as complications of tobacco use. Employees may lose these protections upon presentation of evidence that these conditions may have been caused by other factors.

ARTICLE 19 – PERSONAL PROPERTY

19.01 Personal Lockers: The District agrees to provide individual lockers for all shift and weekly employees adequate to hold dress uniforms, daily uniforms, personal hygiene and personal effects, in a secure location at the employee's primary place of assignment.

19.02 Inspection: All lockers are subject to inspection by the Fire Chief or their designee at their discretion at any time provided (1) two witnesses are available, or (2) the inspection will be made in the presence of a union officer. It is understood that employees have no expectation of privacy with respect to the contents of their lockers.

19.03 Locks: All employees shall provide their own locks at their own expense for lockers.

19.04 Eye Glasses: The District agrees to repair or replace as needed, any eye glasses (prescription or reading) that may be damaged on the fire ground, emergency situation, or in the performance of their duties. The term eyeglasses are defined as those glasses required by employees to drive with or to carry out his/her duties. Contact lenses are not covered in this provision. The use of contact lenses on duty is not encouraged by the District or Union.

19.05 Lost, Stolen, or Broken Items: The District is not responsible for lost, stolen, or broken personal items (e.g. cell phones, personal computers, sunglasses, etc.) that may be brought to work or carried by the employee.

19.06 General Considerations: Employee's bringing personal items to work take on the responsibility of knowing that those items are subject to an increased risk of damage or accident by the very nature of their employment. The District will not be held liable to any damage to personal property.

19.07 Personal Property: Personal property will not be allowed at station houses/facilities without prior approval by the Fire Chief, or their designee.

ARTICLE 20 – SENIORITY

20.01 Time-in-Service Seniority: Time-in-Service Seniority is defined as the length of time an employee has been employed with the District in a bargaining unit position, including any employment considerations from the date of hire from any other merged or consolidated district in which the employee was in a bargaining unit position.

If these dates are the same the employee's State of Florida Fire Certification shall be used to determine the junior employee; the employee with the most recent date of certification being the junior employee.

20.02 Rank Seniority: Rank Seniority is defined as the length of time an employee has worked continuously in a full-time capacity within a recognized position of the District or any time spent in a like/similar capacity with a merged or consolidated District. Acting, or Out-of-Position assignments are not recognized in determining rank seniority. Rank Seniority will not be lost for periods of personal injury, illness, or incapacity where the employee is unable to work and fulfill their essential job duties.

20.03 Utilization of Seniority: Seniority shall apply in the computation and determination of eligibly for all benefits where length of service or rank seniority is a factor or where specifically designated for the determination or relative standing between employees.

20.04 Loss of Seniority: An employee's seniority standing shall be lost whenever the employee:

- A. Voluntarily resigns or retires from District service (loss of time-in-service and rank seniority).
- B. Is terminated for disciplinary reasons (loss of time-in-service and rank seniority), or receives a reduction in rank (loss of rank seniority) due to disciplinary action.
- C. Voluntarily accepts an alternate or temporary position outside their current scope of essential duties (job description) and the assignment exceeds one (1) year cumulative in months over the course of twenty-four (24) months (loss of rank seniority).
- D. Receives a "Fit-for-Duty" and fails to report to their previously assigned position in a reasonable period of time (loss of rank seniority).

ARTICLE 21, PART I – SHIFT HOURS & WAGES

21.01 Regularly Scheduled Hours of Work for Shift Employees: All Shift employees are considered to be working a variable workweek on a three (3) Platoon System designated by Shift (“A”, “B”, and “C”). Employee’s agree salary and eligible incentives are for a variable number of regularly scheduled hours up to the agreed upon 106 hours in a 14-day work period, regardless of the actual number of hours worked.

Shift employees (variable workweek employees) are entitled, in addition to salary and eligible incentives, to half (.5) time compensation for all hours worked beyond the threshold of 106 hours in the 14-day work period for their regularly scheduled workweek. All hours beyond the employee’s normal workweek schedule will be compensated at time and one-half (1.5) to the employee provided all scheduled hours are accounted for.

21.02 Equal Base Pay for 14-day Work Period Under a Variable Workweek: Calculation method used to determine a shift employee’s base pay equal bi-weekly paycheck in a 14-day work period will be the following:

- A. Identify the employee’s salary and all eligible incentives (as defined by FLSA) or under this agreement.
- B. Take the sum of the employee’s annual salary and incentives and divide by twenty-six (26) – 14-day work periods.

21.03 Regular Rate of Pay and Overtime Rate of Pay in a 14-day Work Period: Calculation for shift employee’s regular rate of pay is fluctuating based on a fourteen-day work period. The employee’s regular rate is calculated within the fourteen (14) day work period, and includes all eligible compensation under FLSA and this contract to determine the employee’s Regular Rate. The employee’s Regular Rate of Pay may fluctuate and therefore their overtime rate will fluctuate as well. The employee’s overtime rate will be that rate calculated at one and one-half times (1-1/2) the employee’s regular rate within the fourteen (14) day work period.

21.04 Defining Compensation:

- A. Call Back: The period of time the employee receives notification of call back and reports for assignment at the required location, and continuing until released (minimum of 2 hours).
- B. Overtime Rate of Pay / Overtime hours: Overtime Rate of Pay equals 1 ½ times the regular rate of the individual employee pay in the 14-day work period. All overtime shall be recorded in fifteen (15) minute increments. Overtime refers to the additional hours worked by the employee in addition to their regularly scheduled hours.
- C. Mandatory Overtime: Overtime at twice (2x) regular rate of pay of the employee (premium pay) within the 14-day work period, in which the employee is required to remain on-duty or is mandated to return to duty by the District. Mandatory overtime is recorded hour for hour of time worked. Mandatory overtime is not associated with periods of awaiting reasonable shift relief, or late calls.
- D. Pay Period: Employees are paid bi-weekly by check or direct deposit.

- E. Cost of Living Increases (COLI): The cost of living raise for employees will be the CPI increase based upon the Miami/Ft Lauderdale/West Palm Beach published each September and applied the first pay period of October each year beginning 2021. The employee's salary will be adjusted accordingly.
- F. Raise Increases: Raise increases will be the difference of the CPI Miami/Ft Lauderdale/West Palm Beach published each September to a percentage equaling 4% combined of COLI and Step. This increase will be applied the first pay period of June each year beginning 2022. The employee's salary will be adjusted accordingly.
- G. COLI and Step Increases: Both COLI and Step Increases are proper subjects of negotiations during the annual re-openers.
- H. Salary Max: A "Max" Salary will be applied to each position covered under this agreement and an employee will not earn a salary over the established "Max" for that position. "Max" Salary will be adjusted according to the COLI, or as negotiated.
- I. Salary Initial: An "Initial" Salary will be applied to each position covered under this agreement. An "Initial" Salary will be adjusted according to the COLI, or as negotiated.
- J. Shift workweek: Shift employees shall work a three (3) platoon (A, B, & C) rotational system beginning at 0800 and ending the following day at 0800; this constitutes one (1) shift. Start and end times can be changed by mutual agreement.
- K. Workday: Shift employees generally work Monday through Friday from 0800 to 1700 hours, and Saturday 0800 to 1000 (Apparatus and Station general cleaning duties). All other hours, including Sundays, and Holidays shall be by mutual agreement, this includes training, special events, or requests for attendance by personnel.
- L. Promotions and Demotions: Employees promoted to a higher rank shall receive the following increase or decrease as appropriate:

Position	Promotion	Increase/Decrease
Firefighter	Engineer	12%
Engineer	Lieutenant	15%
Lieutenant	Station Captain	18%
Lieutenant	Battalion Chief	20%
Station Captain	Battalion Chief	12%

- M. Leave Calculations: At the time of termination the employee shall be paid the higher of (1) his/her regular hourly rate of pay, or (2) the average regular hourly rate of pay over the last three years of employment.

21.05 Overtime (Hours beyond the employee's normal work schedule): The Fire Chief or their designee will determine the need for calling off duty personnel back to work to fulfill overtime assignments. It shall not be considered a requirement for the District to provide overtime for its employees.

- A. In the event that a need for overtime shall occur it shall be paid at the rate of one and one half (1 ½) times the employee's regular rate of pay for all hours worked.
- B. All paid overtime shall be recorded in fifteen (15) minute increments and will begin upon the employee reporting or remaining on duty or assignment.
- C. Employee's mandated to remain on duty, or required to return to duty to fulfill an assignment shall receive hour for hour at double time while on assignment in accordance with the 21.4 of this agreement.
- D. Overtime work for personnel will be distributed through the use of a rotation list. These lists shall be maintained separately for shift and non-shift personnel. These lists shall denote by name and rank (e.g., Firefighter, Driver-Engineer, Lieutenant, Captain, Battalion Commander) all hours of overtime accumulated by the employee throughout the District fiscal year. Overtime accumulation by an employee will be tracked throughout the year and reset each October 1.
- E. Non-shift employees will not be allowed overtime shift work, unless under a State declaration of an Emergency.
- F. Employees will not be charged hours to the overtime eligible list for refusals or "no contact". Employees will only be charged actual time worked.
- G. All employees called back to work to fulfill an assignment shall be for the duration of the assignment, unless released by the District.
- H. Part-time employees shall not be recalled to fulfill an overtime assignment.
- I. Employee's waiting to be relieved from duty who are required to holdover due to a late call, waiting on relief, or other circumstance routine to the nature of the position shall be recorded as overtime. It will not be considered mandated time.

21.06 Mandated to remain of Duty: Employee's mandated to remain on duty to fulfill an assignment shall receive twice their regular rate of pay (Premium Pay). The mandated employee will have the choice to work the entire assignment or request a relief. If a relief is requested the Fire Chief or their designee will do their best to attain a relief as soon as possible. In extenuating circumstances, as determined by the Fire Chief or their designee, the employee may be released from assignment.

21.07 Call-Back for Overtime Assignment: Prior to initiating callback, all Acting/Out-of-Positions eligible personnel on the affected shift shall advance to fill open positions prior to the initiation of callback.

Thereafter, if the District determines a need for overtime for shift positions; the Fire Chief or their designee shall initiate call back using the method below, starting with the employee with the lowest number of hours.

- A. Callback shall utilize qualified personnel for the position required. This is rank-for-rank (i.e. Company Officer, Driver-Engineer, and Firefighter) for the required position, Acting/Out-of-Position is not a rank. If this does not resolve the operational needs of the District;

- B. Callback shall utilize qualified Acting/Out-of-Position personnel recalled from other shifts. If this does not resolve the operational needs of the District;
- C. Callback shall utilize qualified persons from the next higher rank, if possible. If this does not resolve the operational needs of the District;
- D. The Fire Chief or their designee will use their best discretion in determining District operational need.

Note: Rank-for-rank lists shall be maintained by: Battalion Commander, Captain and Lieutenant, Driver-Engineer, and Firefighter.

21.08 Immediate Need for Call-Back: When the District has an immediate need to fulfill an overtime assignment for shift personnel without prior knowledge (i.e. 10 p.m. the night before the shift); the Fire Chief or their designee will use their discretion to fulfill District operational need.

21.09 Call-Back for Shift Battalion Commander: Shift Battalion Commanders will be called back for an overtime assignment only after it is determined that moving-up an Alternate Battalion Commander assigned to the shift will cause overtime. In instances where Shift Battalion Commanders do not accept the overtime assignment, the Alternate Shift Battalion Commander will be moved into the assignment and initiation of Call Back under the provisions of 21.7 shall prevail.

21.10 Mandated Overtime List: Each month employees will have an opportunity for mandatory assignment by rank classification by voluntarily placing their name on a list of eligible recall.

- A. Call-back for a mandatory assignment will use this list with the employee with the least number of mandatory hours eligible first. This list will be kept by the Battalion Chief. Employees wishing to be on the eligibility list should request their name be added prior to the first day of the month they wish to be considered.
- B. If an employee declares themselves eligible for mandatory assignment for a designated month and then refuses the assignment, they will not be allowed the opportunity to participate for three (3) whole months, beginning with the month of the refusal.
- C. Employees will be contacted by Crew-sense notification, or by phone call. No contacts and retention on the eligible list will be at the discretion of the Battalion Chief.
- D. In instances in which no employee accepts the assignment the employee will be retained who currently fills the position, or if that person is assigned to that shift the least ranking employee for that position currently on-duty will be retained.
- E. Extenuating circumstances will be taken into consideration by Battalion Chiefs.

ARTICLE 21, PART II – WEEKLY/DAY HOURS & WAGES

21.11 Regularly Scheduled Hours of Work for Weekly Employees: All Weekly employees are considered to be working a forty (40) hour workweek. A 40-hour workweek times 52-weeks a year constitutes the employee's annual compensation. Therefore, the divisor shall be two thousand and eighty (2080) hours into the employee's annual salary, including all incentives and remuneration due under FLSA or this agreement. This constitutes the employee's reoccurring weekly wages, which in turn is used to form the basis of the two-week pay period.

21.12 Overtime wages for Weekly Employees: Overtime wages shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all hours beyond 40-hours in the seven (7) day workweek.

21.13 Overtime (Hours beyond the employee's normal work schedule): The Fire Chief or their designee will determine the need for calling off duty personnel back to work to fulfill overtime assignments. It shall not be considered a requirement for the District to provide overtime for its employees. Overtime work for personnel will be distributed through the use of a rotation list of all qualified employees able and willing to fulfill the assignment.

21.14 Defining Parameters of Compensation:

- A. The period of time the employee reports for assignment at the required location, and continuing until released (minimum of 2 hours).
- B. Mandatory Overtime: Overtime at twice (2x) regular rate of pay of the employee (premium pay) within the 7-day work period, in which the employee is required to remain on-duty or is mandated to return to duty, other than on-call status. Mandatory overtime is recorded in one (1) hour increments, rounded up to the nearest whole hour.
- C. Pay Period: Employees are paid bi-weekly by check or direct deposit.
- D. Cost of Living Increases (COLI): The cost of living raise for employees will be the CPI increase based upon the Miami/Ft Lauderdale/West Palm Beach published each September and applied the first pay period of October each year beginning 2021. The employee's salary will be adjusted accordingly.
- E. Raise Increases: Raise increases will be the difference of the CPI Miami/Ft Lauderdale/West Palm Beach published each September to a percentage equaling 4% combined of COLI and Step. This increase will be applied the first pay period of June each year beginning 2022. The employee's salary will be adjusted accordingly.
- F. COLI and Step Increases: Both COLI and Step Increases are proper subjects of negotiations during the annual re-openers.
- G. Salary Max: A "Max" Salary will be applied to each position covered under this agreement and an employee will not earn a salary over the established "Max" for that position. "Max" Salary will be adjusted according to the COLI, or as negotiated.
- H. Salary Initial: An "Initial" Salary will be applied to each position covered under this agreement. An "Initial" Salary will be adjusted according to the COLI, or as negotiated.

- I. Weekly workweek: Weekly employees shall work a 40-hour workweek, or a 10-hour workday. Employees will coordinate with their Section Manager whether the employee is working five, 8-hour, workdays; or whether the employee is working four, 10-hour, workdays.
- J. Lunch/breaks: Employees will be paid and considered hours worked for any lunch or break periods.
- K. Promotions and Demotions: Employees promoted to a higher rank shall receive the following increase or decrease as appropriate:

Prevention		
Position	Promotion	Increase/Decrease
Inspector	Inspector II	12%
Inspector II	Lieutenant Inspector	15%
Lieutenant Inspector	Captain Inspector	18%

Professional Development and Operational Logistics

Position	Promotion	Increase/Decrease
Lieutenant	Captain	18%
Fleet		
Position	Promotion	Increase/Decrease
Mechanic	Lead Mechanic	12%

- L. Leave Calculations: At the time of termination the employee shall be paid the higher of (1) his/her regular hourly rate of pay, or (2) the average regular hourly rate of pay over the last three years of employment.

ARTICLE 21, PART III – OTHER CONSIDERATIONS

21.15 Special Assignments: When the need for a special assignment or special event exists within the District, the Fire Chief or their designee shall forward via department computerized staffing program (i.e., Call Back Staffing) to all qualified bargaining unit personnel of the assignment.

21.16 Other Call-Back Consideration:

- A. It is the responsibility of the employee to keep on file with the District a current contact number for overtime assignments.
- B. Call-Back standard time between contacting employees shall be 2-3 minutes. In immediate need call-back there will be 1 minute or less.
- C. Overtime will not be accrued for attendance at seminars, conferences, training courses, promotional opportunities, etc., unless specifically approved by the Fire Chief or their designee.
- D. Employees on approved paid leave status will be eligible for call-back assignments.
- E. Employees on un-paid leave status, administrative, disciplinary, Workers' Compensation, or limited/light duty will not be eligible for call-back assignments.
- F. Employees on Family Medical Leave will not be eligible for call-back assignments.
- G. Employees may request their name be removed from the overtime eligibility list updating their eligibility on Call Back Staffing (or any other electronic staffing program the District uses).

21.17 Emergency Recall: Emergency recall is the mandated return of employees by the District for duty under Federal, State, or regional declaration of an emergency. Employees that are on District approved leave shall not be subject to mandatory recall until their return to normal scheduled duty. Employees that are injured/illness and/or otherwise incapacitated shall not be required to return to duty until mentally and/or physically fit to do so.

21.18 Declared Emergencies: After an emergency is declared, any requests for leave shall be approved by the Fire Chief or their designee during the period of the declaration. All leave approved prior to the declared emergency shall be honored. The pay and overtime provisions of this collective bargaining agreement shall apply to all work on behalf of the District associated with response to emergencies declared by an outside agency (e.g., State of Florida, Federal Government, District, etc.). Employees deployed outside Collier County shall be paid their regular hourly rate of pay for all hours during which they are normally scheduled to work but shall be paid overtime in accordance with applicable Federal and State criteria for payment.

21.19 Union Pay Grades: All employee salary shall be as presented in Appendix A of this agreement. Appendix A shall be adjusted according to the definitions and negotiations of this Article.

21.20 Representational Meetings: Employees representing the union and performing Health & Safety, Labor-Management, grievance representation and other mutually beneficial work will receive the time as hours worked for the purposes of pay.

ARTICLE 22 – MEDICAL CERTIFICATIONS & ALS PROGRAMS

22.01 Medical Certifications: The District agrees to provide every employee certified and maintaining qualifications necessary to render emergency medical care the following annual incentive, or an equal amount divisible by 26 pay periods. Employees will only be eligible for their highest qualification.

A. Emergency Medical Technician (EMT)	\$1,950 annually	(\$75 per pay period)
B. Paramedic	\$7,150 annually	(\$275 per pay period)

In addition to the above, upon implementation of a District Medical Program, all employees receiving the incentive will be a part of the District's comprehensive Basic Life Support (BLS) and Advanced Life Support (ALS) community response initiatives as determined by the District; Fire Chief or their designee. Employee non-participation in the District program will result in the loss of the incentive.

22.02 Advanced Life Support Program: The Union and the District agree to work cooperatively to provide Advanced Life Support (ALS) care with Collier County Emergency Medical Services (CCEMS), or another agency. The Union and employees will strive to meet the standards set forth in any Inter-Local Agreement between the Fire District and Collier County Emergency Medical Services, or another agency.

A. Mutual Covenants:

- 1) The Union recognizes that there shall be movement of qualified personnel to a CCEMS response (medic) unit, provided he/she meets agreed upon criteria for the exchange of personnel.
- 2) The Union recognizes that there shall be movement of qualified Collier County personnel to District fire apparatus, provided he/she meets agreed upon criteria for the exchange of personnel.
- 3) The Union recognizes that the ALS units shall be located at a station or stations that best serve the needs of the community as determined by the Fire District and Collier County EMS. This could result in employee's being moved from their assigned preference station to maintain ALS service.
- 4) The Union recognizes that additional training may be required of personnel to meet criteria set forth in any Inter-Local Agreement with Collier County Emergency Medical Services (CCEMS).
- 5) The Union recognizes that these mutual covenants are flexible in meeting the needs of cooperation amongst agencies.

B. Training for ALS Program: The District recognizes that participation may require employees to complete assignments on days other than the employee's normally assigned shift. This training shall be coordinated through the District. If training is required off duty, employees shall be paid in accordance with this agreement. Employees unable to attend, shall be given make up days to receive the training.

C. Employee Participation: All Firefighters completing their probationary period are required to participate in the ALS Program as credentialed Paramedics or credentialed EMTs. All other ranks may voluntarily participate in the ALS Program, as long as they qualify. Credentialing is determined by the District in cooperation with other agencies.

22.03 ALS Program Hours, Wages, and Terms and Conditions:

- A. All credentialed Paramedics participating in a cooperative ALS Program shall receive, in addition to any other monies, an additional increase in pay of \$2,600 per year (\$100.00 per pay period), included in their base pay.
- B. All credentialed EMTs participating in a cooperative ALS Program shall receive, in addition to any other monies, an additional increase in pay of \$1,300 per year (\$50.00 per pay period), included in their base pay.
- C. Credentialed Paramedics, with the exception of Battalion Chiefs and weekly, shall ride every 12th Shift, or nearly so, but will complete a minimum of 10 annual shifts in a District fiscal year.
- D. Qualified Firefighter EMTs that are credentialed will participate as needed and assigned.
- E. The District shall be responsible, to the best of its ability, to provide an equal rotation and assignment of Paramedics and EMTs assigned to ride on a CCEMS medic unit.
- F. Credentialed Paramedic and EMT pay will start after the employee complete the credentialing process and is authorized by the Medical Director to perform as an ALS Engine Medic, or participating EMT.
- G. Firefighter Paramedics failing to meet the standards set forth under the Inter-Local agreement and the ALS Program, or choosing not to credential shall be considered as qualified EMT's for the purposes of pay and responsibilities under this article.
- H. The District and the Union agree that movement of personnel to a CCEMS medic unit may/will cause overtime as a normal course of services.

ARTICLE 23 – INCENTIVES

- 23.01 Professional Incentives:** The District agrees that employees achieving training and education beyond established minimum standards improves performance, enhances safety, promotes professionalism and provides the community with improved efficiency and effectiveness in operations.
- 23.02 Annual Incentive or Pro-Rated Incentive:** All incentive pay shall be included annually in addition to the employee's base salary. For employee's achieving an eligible incentive during the fiscal year, the incentive pay shall be pro-rated based upon twenty-six (26) pay periods. Employees will begin receiving their pro-rata share the following two-week pay period from the time of the employee's achievement and presentation to the District.
- 23.03 State Incentive:** All employees receiving a degree from a regionally accredited or nationally certified college or university, which is accepted by the State of Florida's supplemental compensation program, shall receive an incentive pay from the District equal to any monies received from the State as directed under F.S. 633.422(2). Those rates are currently \$55 for Associate, and \$110 for Bachelor monthly.
- 23.04 Higher Education Incentive:** All employees receiving a degree from a regionally accredited or nationally certified college or university, regardless of certification, will receive these monies in addition to any compensation due from the State under 23.3 above. Employee's will receive only their highest achievement in education:

A. Master	\$2,600 dollars annually	(\$100 per pay period)
B. Bachelor	\$1,950 dollars annually	(\$75 per pay period)
C. Associate	\$1,040 dollars annually	(\$40 per pay period)

23.05 Fire Service Incentive Certifications: Employees receiving and maintaining a fire service certification shall receive the following monetary addition(s) to their base pay. Employees are only entitled to incentives that are not required for their position, as described by District job descriptions, or under current agreement. Employees are entitled to each qualification he/she holds, with the highest qualification being the relevant reimbursable incentive. Employees will be paid based upon their highest qualification under each category, not an accumulation of qualifications, categories are as follows:

A. Florida State Fire Officer (All Employees):

1) Fire Officer I/II	\$650.00 annually	(\$25 per pay period)
2) Fire Officer III	\$1,040.00 annually	(\$40 per pay period)
3) Fire Officer IV	\$1,560.00 annually	(\$60 per pay period)

B. Florida State Fire Safety Inspector/Fire Investigator (Fire & Life Safety Only):

1) Fire Safety Inspector II	\$650.00 annually	(\$25 per pay period)
2) Fire Investigator I	\$1,040.00 annually	(\$40 per pay period)
3) Fire Investigator II	\$1,560.00 annually	(\$60 per pay period)

C. Florida State Fire Instructor (All Employees):

1) Fire Instructor I	\$650.00 annually	(\$25 per pay period)
2) Fire Instructor II	\$1,040.00 annually	(\$40 per pay period)
3) Fire Instructor III	\$1,560.00 annually	(\$60 per pay period)

D. Florida State Live Fire Burn Instructor/Adjunct (Shift Employees Only):

1) Instructor	\$1,040.00 annually	(\$40 per pay period)
2) Adjunct	\$650.00 annually	(\$25 per pay period)

E. Other Certifications (All Employees):

1) Safety Life Educator	\$650.00 annually	(\$25 per pay period)
2) Safety Officer	\$650.00 annually	(\$25 per pay period)

ARTICLE 24 – HOLIDAYS

24.01 Recognized Holidays: The following 13 holidays are those which shall be observed and recognized by the District:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King Jr. Day
4. President's Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Thanksgiving Day
12. Christmas Eve
13. Christmas Day

24.02 Shift Holiday Pay: All Shift employees will receive credit for eight (8) hours for all District recognized Holidays, subject to limitations under this agreement. Employee Holiday hours will accrue in the pay period in which the Holiday occurred and may be used as time-off under the same provisions of Vacation Leave, or paid out the last pay period of September at the employee's regular rate of pay.

24.03 September 11: September 11th, this date shall be recognized by the District as an unpaid holiday. This date shall be reserved for attendance at memorial services for the victims of the 9-11-01 tragedy.

24.04 Weekly Salary/Hourly Employee Pay: (1) All weekly employees will receive the day off with pay. (2) All weekly employees will receive credit for two (2) hours for all District recognized Holidays, subject to limitations under this agreement. Employee Holiday hours will accrue in the pay period in which the Holiday occurred and may be used as time-off under the same provisions of Vacation Leave, or paid out the last pay period of September at the employee's regular rate of pay.

24.05 Workday: The workday for holidays shall be recognized and observed as a day without training, special assignment, or other district activities; except, in such cases where the Union agrees to an alternative work schedule. In these situations, the District and Union will assign the affected shift an "alternate" holiday shift.

24.06 Weekend Holidays: Any holiday that falls on a weekend for weekly employees shall receive the preceding Friday or following Monday off with pay, as determined by the Fire Chief or their designee.

24.07 Time-off: Time-off for Holidays will only be accepted Ninety (90) days in advance of the Holiday, with seniority being a factor in determining time-off of personnel. Those employees with time-in-service seniority will be given preference. It is understood that Holiday time-off for personnel may change as requests are received.

24.08 Sick Leave Callout: Employees calling out sick, or on an unpaid leave status (e.g., FMLA, LWOP, Admin Leave, Short Term or Long-Term Disability, etc.) on a Holiday will receive no credit of, or payment of, or benefit of the Holiday.

ARTICLE 25 – PAYROLL DEDUCTIONS

25.01 Union Dues: The District agrees to deduct dues and assessments in an amount certified to be current by the Union President or Treasurer from the pay of those who individually request, in writing, that such deductions be made. The District shall remit the total amount, each month or pay period, to the Treasurer. This authorization shall remain in full force for the period of this agreement or any subsequent period in negotiating a successor agreement.

25.02 Revoking Deductions: The employee shall be able to revoke the deductions at any time upon thirty (30) calendar day's written notice to the Union and the District.

25.03 Other Deductions: The District agrees to continue deductions as mutually agreed and in place.

25.04 IAFF FIREPAC: Employees shall have the right and ability to make voluntary contributions to the IAFF FIREPAC program through authorized payroll deductions. The Union will provide the form and signature authorization for the deduction.

25.05 Payroll Stubs: Intentionally left blank.

25.06 Union Political Committee (PC)/Electioneering Communication Organization (ECO), and Community Education (PE) Fund:

- A. The Employer agrees to deduct Union PC /ECO /PE Fund contributions from the pay of those employees who individually certify and request, in writing, that such deductions be made from their pay. The Employer shall remit the total amount of the contributions from participating employees every three (3) months in a check separate and apart from the Union Dues, to the Union.
- B. The Union will provide signed copies of employee deduction agreements to the Employer. If the Employer questions the validity or authenticity of any employee deduction agreement, it may request that the employee verify that he/she agrees to the deduction set forth therein.
- C. The Union PE Fund is in accordance with the provisions of the Union's Constitution & By-Laws as presented to the State of Florida annually. Any contribution to PC / ECO will be appropriately recorded with the Division or Local Supervisor of Elections regarding contributions.

25.07 District Indemnification: The Union agrees to indemnify the District and its agents, and hold it harmless for any and all claims, liabilities, and costs incurred by the District as a result of the District's compliance with this Article.

ARTICLE 26 – SPECIAL TEAMS

26.01 District Special Teams: The District has established the following Special Teams and the minimum personnel or availability slots for employee participation. The District may add additional personnel beyond any established minimum at their sole discretion.

A. Technical Rescue Team	45 available positions
B. Hazardous Materials Team	45 available positions
C. Dive Team	45 available positions
D. Marine Emergency Response Team (MERT)	30 available positions

26.02 Compensation: Special Team members will receive \$780 per fiscal year (\$30.00 per pay period) added to their base compensation. This pay is for each Special Team that the employee is a qualified member.

26.03 Overtime Compensation: Each Special Team member is authorized thirty (30) hours of Special Team training during off-duty hours, divided ten (10) hours per shift as coordinated with the Special Team Coordinator.

26.04 Special Team Qualification: All District Special Team training, qualifications, education, and team member competencies shall be determined by the Fire Chief or their designee (e.g., Special Operations Chief, Team Coordinator, Assistant Coordinator, etc.). In addition to those set by the District the following shall apply for team membership:

- Technical Rescue Team: Members must attend and pass the State of Florida Technical Rescue disciplines to the Operational Level. These include, but not limited to, Vehicle and Machinery Rescue, Rope Rescue, Structural Collapse, and Trench and Confined Space Rescue.
- Hazardous Materials Team: Members must attend and pass the State of Florida Hazardous Material Technician course.
- Dive Team: Members must attend and pass a recognized open water dive certification course, such as: PADI, NAUI, or Dive Rescue International.
- MERT Team: Members must complete a District multitask competency book with hands-on evaluation and endorsement.
- All Teams will conduct an annual assessment of members; members are required to meet minimum standards as set by the District.

26.05 Special Team Testing: The District reserves the right to test Special Team members through internal performance evaluations, written exams, or externally through approved courses or vendors, or a combination of both. The team member must continue to participate in training offered by the District and maintain skills and expertise as recorded by Professional Development.

26.06 Disqualification as Member: Any member at any time may choose to cease participation on a District Special Team. The Fire Chief or their designee may remove any member of any Special Team provided there is cause and evidence documenting the reason, such as, but not limited to: willfully not participating, not able to meet performance expectations, negative participation, not meeting training hours, etc.

26.07 Special Team Coordinators: The Special Team Coordinator and Assistant Team Coordinator, of which there shall be a pair for each District Special Team, shall be active members of said team. The Fire Chief or their designee shall appoint the Special Team Coordinator and Assistant Team Coordinator for each team with input from team members. The Special Team Coordinator in cooperation with the Special Operations Chief will develop, plan, implement, schedule, and instruct training sessions. The Assistant Team Coordinator with assist as needed.

- A. Special Team Coordinator: \$2,600 (\$100.00 per pay period) annually added to the employee's base compensation.
- B. Assistant Team Coordinator: \$1,300 (\$50.00 per pay period) annually added to the employee's base compensation.

ARTICLE 27 – LEAVE WITHOUT PAY

27.01 Shift Variable Workweek and Weekly Employees: Employees are receiving a base salary every two-weeks whether employed under a shift or weekly schedule. In order to receive equal bi-weekly base paychecks, employees must use accumulated leave benefits when on an approved leave of absents from work. When employees do not have the required accumulated leave credits the following provisions shall apply:

- A. When the employee has exhausted the applicable leave benefit that covers the approved leave of absence from work, the District shall then revert to another accrued leave of the employee and under these pretenses shall treat the substituted leave as unproductive for the purposes of pay. Substituted Leave shall be used in the following order:
 - 1) Vacation
 - 2) Personal
 - 3) Holiday
 - 4) Sick
- B. In instances the employee does not have any accrued Leave to cover the period of time that the employee was off on a District approved leave, the employee will receive “Leave without Pay” (LWOP) for the duration of the workday. The calculation of which shall be based on the Wage and Hour Article of the applicable Union Contract.
- C. In instances the employee receives LWOP a progression of discipline shall ensue at the District’s discretion. However, the following provisions shall apply:
 - 1) If the absence from work is covered by a physician approved and documented medical necessity, no action by the District is necessitated.
 - 2) If the absence from work is covered by a qualified FMLA eligible event, no action by the District is necessitated.

ARTICLE 28 – ADDITIONAL UNION POSITIONS

28.01 Recognition: The District agrees to recognize these positions and qualifications as part of the PERC Registration and Collective Bargaining Agreement. The District agrees these positions will be filled from within the Bargaining unit prior to the expiration of this agreement.

28.02 Selection of Positional Assignment: The District Fire Chief or designee will select from qualified applicants for the position through a competitive selection process with input from the Union as to the qualitative criteria used for the selection. Other criteria for selection will include previous positional experience and grievance resolves; this will carry particular weight in initial filling of the positions.

28.03 Fire Training Captain (Professional Development): The District will provide a Job Description for the position and qualifications shall include the following. The employee occupying this position will have, or achieve within three (3) years of this agreement the provisions below:

- Years of Service: Minimum of twelve (12) years of continuous service with the District.
- Fire Certifications: Florida Fire Officer III, Florida Fire Instructor III, Florida Live Fire Instructor I, and Florida Fire Safety Officer.

28.04 Fire Training Lieutenant (Professional Development): The District will provide a Job Description for the position and qualifications shall include the following. The employee occupying this position will have, or achieve within three (3) years of this agreement the provisions below:

- Years of Service: Minimum of seven (7) years of continuous service with the District.
- Fire Certifications: Florida Fire Officer II, Florida Fire Instructor II, Florida Live Fire Instructor I, and Florida Fire Safety Officer.

28.05 ALS Training Lieutenant (Professional Development): The District will provide a Job Description for the position and qualifications shall include the following. The employee occupying this position will have, or achieve within three (3) years of this agreement the provisions below:

- Years of Service: Minimum of seven (7) years of continuous service with the District.
- Fire Certifications: Florida Fire Officer II, Florida Fire Instructor II, Florida Live Fire Instructor I, and Florida Fire Safety Officer.
- Medical Certifications: State of Florida Paramedic, and ACLS, PALS and BLS Instructor.

28.06 Operational Support Lieutenant: The District will provide a Job Description for the position and qualifications shall include the following. The employee occupying this position will have, or achieve within three (3) years of this agreement the provisions below:

- Years of Service: Minimum of seven (7) years of continuous service with the District.
- Fire Certifications: Florida Fire Officer II, Florida Fire Instructor I, Florida Live Fire Adjunct, and Florida Fire Safety Officer.
- Medical Certifications: State of Florida Emergency Medical Technician.

ARTICLE 29 – EMPLOYEE EDUCATIONAL ASSISTANCE

29.01 Applicable Employees: Employees that have successfully completed their hiring probationary period are eligible for Educational Assistance.

29.02 Educational Assistance: Regardless of any other employee acquired funding, the District agrees to provide each employee a cost reimbursement account for \$5,000 dollars per fiscal year; not to exceed \$150,000 per fiscal year collectively for all employees covered under this agreement.

Educational assistance reimbursement includes, but not limited to: the reasonable cost of the following reimbursable items.

- A. Course, class, seminar, or workshop, etc.
- B. Hotel, meals, mileage, and associated travel costs (Pre-approval required on Greater Naples Fire Rescue District Request for Travel Form)
- C. Books, transcripts, electronic filings, and other fees related to completing the employee's educational pursuit.

29.03 Educational Pursuit:

- A. Education must be taken in pursuit of knowledge in fire, inspection, prevention, administrative, business, technical, mechanical, hazardous, rescue, legal, political, language, emergency mitigation, repair, or other opportunity relevant to emergency services and community service.
- B. Education taken in pursuit of an Associate, Bachelor, Master, Doctorate, or Jurisprudence program must be from a nationally or regionally accredited institution.

29.04 Education Reimbursement: All educational reimbursement requests shall be paid by the District within thirty (30) calendar days from receipt upon presentation to the District of evidence showing proof that the employee has met academic requirements and incurred related educational expenses.

Any discrepancies over incidentals, receipts, or other unverified expenses will be handled separately from any verified costs incurred. Verified costs will be paid within the time period aforementioned, unless extenuating circumstances exist.

All reimbursements requests must be submitted by the employee within thirty (30) calendar days from the completion of the class, receiving the final grade, or certificate of completion. Reimbursements will be in the applicable fiscal year.

29.05 Education Leave: Education Leave, productive paid, shall be granted upon submission and approval by the Fire Chief or their designee. Educational Leave shall only be denied for extraordinary cause. Education Leave shall cover whole hours of instruction and periods in which it would be unreasonable for the employee to report or return to work, such as travel outside Collier and Lee Counties, not to exceed one hour before or one hour after the instructional period. All other hours shall be credited against accumulated and unused leave credits hour for hour as deemed appropriate by the designee of the Chief.

29.06 Allotted Education Leave: Employees have a maximum of one hundred and eighty (180) hours of productive paid leave a year.

29.07 On-Line Courses During Working Hours: Employees registered or required to complete on-line courses, classes, seminars, or distant e-learning shall complete all required attendance hours on site at a District approved facility.

29.08 Other Circumstances: Educational circumstances not addressed by this Article regarding educational reimbursement or time-off, or other unforeseen scenarios will be addressed cooperatively between parties towards the betterment of the employee.

ARTICLE 30 – HEALTH INSURANCE

30.01 Group Health, Dental, and Vision: The District agrees to provide group health, dental and vision plans to employees, dependents, and their families. Health Plans and other insurance plans will be mutually agreed upon.

30.02 Employee Contribution: The following amounts shall be the employee contribution per pay check.

1. Employee/individual = \$25.00 per pay check
2. Employee and Spouse = \$45.00 per pay check
3. Employee, plus one or more children = \$45.00 per pay check
4. Family = \$90.00 per pay check

30.03 Flexible Savings Account (FSA): The District agrees to provide, at no cost to the employee, the option of a Flexible Savings Account.

30.04 Insurance Committee: The District and the Union agree that an Insurance Committee consisting of personnel from the Administration and the Union, as mutually agreed upon by the Fire Chief and Union President, shall meet yearly to discuss and recommend insurance plans and/or changes.

30.05 Term Life and AD & D Insurance: The District agrees to contribute 100% of the cost for a Group Life equal to one years' worth of base salary for the deceased employee not to exceed \$75,000, 24 Hour coverage, and State mandated ADD benefits. Benefits shall be payable to the estate or named beneficiary of the employee. The District and the Union agree coverages will not be less than statutory requirements.

30.06 Supplemental Insurance: The District agrees to payroll deduct for each employee the amount of monthly payments for supplemental insurance coverage. Supplemental insurance coverage providers shall be mutually set between parties.

30.07 Catastrophic Injury or Death in the Line-of-Duty: An employee that suffers a catastrophic injury or death as defined in Florida Statute 440.02 in the line-of-duty for the District shall be entitled to certain benefits, including, but not limited to, health insurance for self, spouse, and any dependents, in accordance with Statute 112.191 (FAC 69A-64.005).

30.08 Short / Long Term Disability Insurance: The District agrees to provide each employee a short and long-term disability insurance plan. The District shall contribute 100% of the plan cost for each employee.

30.09 Post-Employment Health Insurance (PEHP): Employees will receive a Post-Employment Health Insurance contribution in accordance with established District Policy.

ARTICLE 31 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 31.01 Employee Assistance Program (EAP):** Participating in an EAP will in no way jeopardize an employee's job security and benefits. Information concerning an employee's participation in the program is strictly confidential and independent of personnel, personal, or other public records. No specific information regarding the employee's evaluation, diagnosis or treatment shall be provided to the District without prior written approval of the employee.
- 31.02 Mandatory Referral:** Employees given mandatory referrals to EAP by the District for arbitrary or capricious reasons shall retain the right to challenge those directives through the use of the grievance and arbitration procedures contained within this agreement.
- 31.03 Fit-for-Duty:** In situations where the employee receives a mandatory referral to EAP, the EAP provider will provide the District with a "FIT FOR DUTY" or a "NOT FIT FOR DUTY" certification only. In situations where a clearance is not forthcoming, the employee will be returned to service.

ARTICLE 32 – UNIFORMS

32.01 Uniforms: The District agrees to provide at no cost to the employee all uniforms, daily and dress, and uniform components that are necessary for the safe and efficient performance of duties. The District agrees that all replacement of said uniforms and components will be at no cost to the employee.

32.02 Employee Initial Issue of Uniforms: The District shall issue an initial set of uniforms as presented below:

Shift	Non-Shift
1 Long Sleeve Class A Shirt	1 Long Sleeve Class A Shirt
1 Black Dress Pants	1 Black Dress Pants
1 Tie	1 Tie
2 Class B Shirts	2 Class B Shirts
4 BDU pants	6 BDU pants
1 BDU Shorts	5 BDU Shorts
6 Short-sleeve uniform t-shirts	8 Short-sleeve uniform t-shirts
2 Long-sleeve uniform t-shirts	2 Long-sleeve uniform t-shirts
1 pair of duty boots	1 pair of duty boots
2 Belt	2 Belt
1 Baseball cap	1 Baseball cap
4 Physical fitness shorts	2 Physical fitness shorts
1 Job shirt	1 Job shirt
1 Winter coat	1 Winter coat

32.03 Interim Years: Following initial issue, employees will be able to replace used or worn-out District uniforms and components. At a minimum, employees will maintain the complement of uniforms and components as received in the initial issue of uniforms for their position (32.2).

32.04 Duty Boots: General purpose or Station Duty boots will be replaced every two years or as needed.

32.05 Structural Service Helmet: The District agrees to allow employees to keep, at no cost, their structural service helmet (with emblem) upon promotion to a greater rank, or retirement in good-standing.

32.06 Intentional Misuse: The District may hold an employee accountable for the cost of lost or damaged uniforms or their components due to negligence, intentional damage, or misuse.

32.07 Separation from Service: The District expects employees separating from service to return District issued uniforms and components in a timely manner, usually two-weeks, or in lieu thereof their prompt return, the District may deduct a reasonable value of the item(s) from the employee's final separation paycheck.

32.08 Uniform Committee: The District and the Union agree to a uniform committee that will be called together at the discretion of the Fire Chief, their designee, or the Union. The purpose of the committee is as follows:

- A. The Uniform Committee will provide written recommendations to the Fire Chief for consideration as part of, or in place of, a current uniform or uniform component that is being considered by the District as a replacement or new uniform component.
- B. The Uniform Committee will consist of an equal number of Management and Union representatives. Union employees are chosen by the Union.
- C. Written recommendation mutually agreed upon through a majority vote of the Uniform Committee representatives.
- D. The Fire Chief, reserves the right to approve or disapprove any Committee recommendation. Uniform Committee members are not entitled to any compensation from the District.

ARTICLE 33 – EMPLOYEE ORIENTATION

33.01 Employee Orientation: The District shall provide a comprehensive orientation to newly hired employees appropriate to cover all aspects of the employee's new employment position. The length of the orientation period shall be determined by the District. During orientation, employees will receive their base salary, any eligible incentives, accrue benefits, and any overtime due as appropriate to the District set orientation schedule.

ARTICLE 34 – LEAVE

34.01 Vacation Leave: Vacation Leave is used for personal affairs of any nature. Vacation Leave will not be denied except for extraordinary cause or limiting provisions under this agreement. Vacation Leave accrual is for whole months on the first day of the month, regardless of the actual number of days or hours worked by the employee, and are credited to the employee for each month as long as they are employed. Vacation Leave is productive for purposes of wages and overtime.

Newly hired employees will not be eligible for Vacation Leave until completion of their probationary period. Accrued Vacation Leave will be forfeited if the employee is terminated or resigns during their probationary period of employment.

A. Vacation Leave accrual based on completed months of service by hire-date:

Service	Shift	Weekly
1 st month – 60 months (5 yrs.)	12 hours	8 hours
61 months – 120 months (10 yrs.)	20 hours	10 hours
121 months – 180 months (15 yrs.)	22 hours	14 hours
181 months – 192 months (16 yrs.)	24 hours	16 hours
193 months – 300 months (25 yrs.)	26 hours	18 hours

B. Vacation Leave is requested twenty-four (24) hours in advance of the workday in which the leave would occur for weekly employees, and forty-eight (48) hours in advance of the workday in which the leave would occur for shift employees. Vacation Leave is used in 8-hour increments for shift personnel and 2-hour increments for weekly/day personnel.

C. The maximum amount of Vacation Leave that can be accrued by an employee is 600-hours. No Vacation Leave can accrue over this cap.

D. Vacation Leave may not be used in advance of being accrued.

34.02 Personal Leave: Employees on shift will receive forty-eight (48) hours of flexible personal leave, to be used in two (2) hour increments approved by the Fire Chief or their designee. Weekly employees receive the same benefit, except the total number of hours is to thirty-two (32) hours.

A. Personal Leave is productive for purposes of wages and overtime.

B. Personal Leave can be requested with a minimum notification of 24-hours prior to the start of the employee's workday.

C. Personal Leave is credited each October 1st, and will not accumulate or carry-forward from year-to-year.

34.03 Sick Leave: Sick Leave is used for illness, injury, medical, dental, or other appropriate health and recovery periods that mentally or physically incapacitates the employee, or their family members. Sick Leave is granted upon notification to the appropriate, designated, District authority, as soon as possible.

Sick Leave accrual is for whole months on the first day of the month, regardless of the actual number of days or hours worked by the employee, and are credited to the employee for each month as long as they are employed. Sick Leave is productive for purposes of wages and overtime. Accrued Sick Leave will be forfeited if the employee is terminated or resigns during their probationary period of employment.

A. Sick Leave accrual based upon completed months of service by hire-date:

Service	Shift	Weekly
1 st month – 60 months (5 yrs.)	12 hours	8 hours
61 months – 192 months (16yrs.)	14 hours	10 hours
193 months – 300 months (25 yrs.)	16 hours	12 hours
301 months – completion	18 hours	14 hours

B. Sick Leave Responsibilities and Restrictions:

- a) Sick Leave for outside employment or recreation is prohibited.
- b) Maximum amount of Sick Leave that can be accrued by an employee is 600 hours. No Sick Leave can accrue over this cap.
- c) Sick Leave shall be charged in one (1) hour increments against an employee's accumulation on their workday.
- d) Employees must promptly notify their supervisor of any intended absence from their assignment, at least one (1) hour prior to the start of their workday.

C. Sick Leave shall not be used to extend pay or employment, benefits, or time-off when not in conjunction and related to an employee's illness or injury.

D. Sick Leave Sell Back will occur each September by the District. The District agrees to allow shift employees with greater than 120-hours of accumulated time, and weekly employees with greater than 80-hours of accumulated time, the opportunity to sell-back at the employee's regular rate of pay excess hours beyond those stated herein.

E. The Union agrees that the sell-back of sick leave will not be included in any employee calculation for regular rate of pay.

ARTICLE 35 – EMPLOYEE & FAMILY SUPPORT

35.01 Family Medical Leave Act (FMLA): The District agrees that employees will receive twenty-six (26) weeks, unpaid, leave benefits under the Family Medical Leave Act.

35.02 Determination of FMLA Leave Benefit: The determination of any FMLA leave shall be to the therapeutic benefit of the employee when determining the twenty-six (26) week period of coverage.

35.03 Flexible Work Schedule During FMLA: Weekly employees may work a flexible work schedule to assist with immediate family needs, subject to approval by the Fire Chief or their designee, provided that work can be accomplished in an effective and efficient manner. Denial of a flexible work schedule should only be for an extraordinary cause, reduced to writing and presented to the employee.

35.04 Employee FLMA Coverage Begins: Employee FMLA coverage begins in accordance with any Federal requirements.

35.05 Variable Workweek Employees (Shift) FMLA Coverage: The twenty-six (26) week period coverage for shift employees shall be equivalent to 1,456 hours of leave (56 avg. x 26 wks.) The twenty-six (26) week period for weekly/day employees shall be equivalent to 1,040 hours of leave (40 avg. x 26wks.)

35.06 Employee Benefits: Any employee qualifying for the Family Medical Leave Act (FMLA) shall continue to accrue leave benefits under agreement.

35.07 Use of Leave Credits While on FMLA: Employees shall coordinate with the District the use of accumulated leave credits to supplement their income while on FMLA. At no time shall the employee receive higher wages than his/her base salary.

35.08 Pregnancy: The District recognizes that discrimination on the basis of pregnancy, childbirth, or related medical conditions constitute unlawful sex discrimination. Female employees who are pregnant or affected by pregnancy-related conditions must be treated in the same manner as other applicants or employees with similar abilities or limitations. These benefits are in addition to any Federal or State protections:

- A. The District agrees not to single out pregnancy-related conditions for special procedures to determine an employee's ability to work. However, the District may require its employee to submit a doctor's statement concerning the ability/inability of the employee to work before granting permission to remain on duty, modified duty or to be placed on leave benefits.
- B. The employee may seek and attain their own medical opinions on conditions of employment and use those opinions as professional decisions as to continued employment during pregnancy. This will be (personal physician recommendation) being the determining factor in continuing employment, acquiring reasonable accommodation, or being on a leave status.
- C. Pregnant employees will be allowed to work as long as they are able to perform their essential duties. If an employee has been absent from work as a result of a pregnancy related condition and recovers, the District will not require her to remain on leave.

35.09 Bereavement Leave: Bereavement Leave is used in the event of the death of an employee's immediate family member or a death in which the employee held a close personal relationship with a relative. Bereavement leave can also be used to care for one's family when the death has a sincere impact on the employee's family unit.

- A. Immediate Family Definition: means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein. Under this definition Shift employees will be entitled to 72 hours, and Weekly employees will receive 48 hours of Bereavement Leave.
- B. Extended Family Definition: means a former spouse, close domestic partner, aunts and uncles, fiancée and their immediate family, and cousins of the employee. Under this definition Shift employees will be entitled to 24 hours, and Weekly employees will receive 16 hours of Bereavement Leave.
- C. Any additional hours shall be at the Fire Chief's discretion. All hours of bereavement shall be used within thirty (30) calendar days of the date of loss of a loved one, unless extenuating circumstances exist. The District may ask for qualifying documents to the relationship.

ARTICLE 36 – KELLY DAY

36.01 Shift Kelly Day: All employees that have completed their hiring probationary period with the District shall receive a Kelly Day. A Kelly Day shall be used to substitute for an employee's regularly scheduled workday, which coincides with every Fourteenth (14st) scheduled shift.

36.02 Shift Preference Selection of a Kelly Day: A uniform process for the selection, or assignment of a Kelly Day consistent with effective and efficient operational needs of the District will be as follows:

- A. Kelly Day selection preference shall be based on time-in-service;
- B. Only one (1) Battalion Chief for a given day;
- C. Only one (1) Station Captain for a given day;
- D. Only two (2) Lieutenants for a given day;
- E. Only two (2) Driver-Engineer for a given day;
- F. At no time shall there be more than two (2) officers (i.e., Chief, Captain, Lieutenant) assigned to a given day;
- G. At no time shall there be more than five (5) employees assigned to a given day
- H. An even distribution of Firefighters, with time-in-service considerations, will be instituted to even Kelly Day Selections amongst shift workdays.

36.03 Completion of Shift Probation: The District reserves the right to assign an employee a Kelly Day upon completion of probation.

36.04 Kelly Day Exchange: Employees will be allowed to exchange Kelly Days. The exchange of Kelly Days between employees shall be considered substitutions under the same terms and conditions as a shift exchange and must be of equal rank.

36.05 Initiating Selection of Kelly Day: Upon ratification of this agreement with the District selection of Kelly Days by employees will begin within thirty (30) calendar days. Thereafter selection will occur every other year in September for implementation in October.

36.06 Weekly Employee Kelly Day: Weekly employees that have completed their hiring probationary period will receive four (4) paid Kelly Days annually in the month of October. Employees will provide their Section Manager a list of days they wish to consider Kelly Days annually. Time-in-Service Seniority shall be used as the determinate in employee selections and preference for the day off.

ARTICLE 37 – SHIFT EXCHANGE / SHIFT RELIEF

37.01 Shift Exchange: Employees may voluntarily exchange shifts (substitution) with other employees of equal rank, and eligible and able to fulfill the principal requirements of the assignment provided a record of the exchange is recorded and mutually agreed upon between parties. The District shall receive a record of all shift exchanges.

Newly hired employees will not be eligible for Shift Exchanges until completion of their probationary period.

37.02 Responsibility: Responsibility for shift exchanges, paybacks and initiations, or cancellations, shall be solely that of the employees involved in the actual exchange of shifts. Once agreed upon between parties, the person agreeing to the shift exchange bears all responsibility of the workday. All parties acknowledge that substitution “re-payment” is between individuals and does not involve the District or the Union.

37.03 Approval: Approval for shift exchanges shall be conducted by the Battalion Chief; except, in instances in which the Battalion Chief is requesting the exchange, the Battalion Chief shall approve their own exchange.

37.04 Shift Exchange with-in Another Shift Exchange: Shift Exchanges with other employees whom accepted an exchange will not be allowed.

37.05 Leave Requests: The only approved leave allowed under a Shift Exchange shall be Personal Leave, all other leave shall be revoked upon ratification. Personal Leave requests on a District recognized Holiday are not allowed.

37.06 Inability to Fulfill Assignment: Employees who have agreed to a shift exchange and are unable or ineligible to fulfill the assignment for personal reasons (e.g., FMLA, Administrative Leave, Bereavement, etc.) will notify the requesting employee that they are unable to do so. The requestor of the shift exchange can then request another shift exchange with another employee, or use their own earned leave credits for time-off in accordance with the provisions of this agreement.

37.07 Sick Leave: (1) The employee agreeing to fulfilling a shift exchange, calling out “sick” will be charged hour for hour, rounded up to the nearest whole hour for each hour of scheduled work reduced from their accumulated sick leave. Sick Leave usage on a District recognized Holiday shall be at 1.5 reduction of sick leave for each hour of missed work from the employee agreeing to the exchange.

37.08 Failure to Report: Any employee who agrees to a shift exchange, but fails to report to work without proper cause may be subject to disciplinary action. The employee he/she is working for shall not be adversely impacted.

37.09 Shift Relief: Between the hours of 0600 and 0900, an employee may be released or hold-over from their assignment with the approval of their Company Officer. Shift exchange requirements will not be necessary, but it shall be noted in the Station Log. There will be no overtime or expectation of overtime by the employee providing the relief (substitution). Shift relief is a substitution agreed upon between employees.

37.10 Disciplinary Action: If, the District through the Disciplinary Procedure of this agreement determines, that more likely than not, the employee is not responsibly using Shift Exchanges (Substitutions) the employee will lose the availability for requesting and receiving Shift Exchanges based upon the recommendation of Disciplinary Action.

ARTICLE 38 – TIME-OFF

38.01 Shift Time-Off: The District agrees to allow time-off for each shift day based upon the number of assigned bargaining unit personnel to the shift:

Assigned Personnel	Available Time-off Positions
50 shift employees or less	11 – 24-hour positions
51-60 shift employees	12 – 24-hour positions
61-70 shift employees	13 – 24-hour positions
71-80 shift employees	14 – 24-hour positions
81-90 shift employees	15 – 24-hour positions

Time-off is for the following types of Leave: Kelly, Vacation, Personal, and Education. Other types of Leave do not count against eligible time-off availability.

These are minimum allowed off, further restrictions apply under 38.3 of this Article; however, based upon circumstances and individual needs, further employees may be allowed off as coordinated through the Fire Chief or their designee.

38.02 Fire Prevention Time-Off: The District agrees to allow time-off for each workday based upon the number of assigned bargaining unit personnel to the Bureau.

Assigned Personnel	Available Time-Off Positions
10 Weekly/day Employees	3- positions
13 Weekly/day Employees	4- positions
16 Weekly/day Employees	5- positions
19 Weekly/day Employees	6- positions

Time-off is for the following types of Leave: Kelly, Vacation, Personal, and Education. Other types of Leave do not count against eligible time-off availability.

These are minimums, and the Section Manager may allow more personnel off at their discretion.

38.03 Shift Restrictions: The following District restrictions shall be applied to Shift Time-Off for bargaining unit positions:

- A. Five (5) Shift Officers (i.e. Battalion, Captains and Lieutenants) will be allowed off per shift.
- B. Five (5) Driver-Engineers will be allowed off per shift.

38.04 Education-On-Duty: The District agrees to make reasonable accommodations for employees to attend classes/courses on-duty within the District or nearby agencies without affecting the number of employees off. These employees are required, as appropriate, to respond as necessary for the operational safety and staffing requirements as directed by their supervising officer. The Section Manager shall, at their sole discretion, approve all education on duty.

ARTICLE 39 – COMPENSATORY TIME

39.01 Compensatory Time: There is no agreement between the District and the Union regarding compensatory time.

ARTICLE 40 – SICK LEAVE RESERVE BANK

40.01 Sick Leave Donation: Employees may at their own choosing donate earned sick leave to another employee that has exhausted their sick leave. The District will provide the donation form that will denote the name of the employee, amount of voluntary donated sick leave, and to whom the sick leave is donated to.

ARTICLE 41 – SHIFT PROMOTIONS

41.01 District Policy: It is the policy of the District to consider its own qualified employees for promotional opportunities in employment prior to considering qualified outside applicants, and to give preference for such opportunities to its own qualified employees over outside applicants for those positions covered under collective bargaining agreement. The District will not post or accept any outside employment applications for positions covered by the collective bargaining agreement, unless there is no one person or persons qualified and seeking fulfillment of the position from within the District.

41.02 Promotional Testing Lists: Promotional Testing lists shall be refreshed every three (3) years from the completion and posting of scores for the position. Promotional testing for a particular position may occur earlier, or later, as mutually agreed with the Union.

41.03 Notification for Testing: The District shall routinely post notice of a promotional examination at least ninety (90) days prior to the start of the promotional process.

- A. Notices shall include the projected date(s), time(s), and location for each portion of testing, as well as the reference materials to be utilized for each or any portion of the testing process.
- B. Once testing begins, it shall be completed and scores posted within sixty (60) calendar days, unless extenuating circumstances exist.

41.04 Reference Material: The District will be responsible for reimbursing the employee for testing materials available electronically, or hard copy from their Educational reimbursement.

41.05 Notification of Intent to Test: Employees wishing to test shall e-mail the District of their intent to test within thirty (30) calendar days of the notification posting. The District will not be required to provide “make-up” or “re-test” for employees that have missed testing dates or times. Failure to respond within the prescribed time limits shall render the employee ineligible to test, unless clear extenuating circumstances exist.

41.06 Veterans’ Preference: Employee’s wishing to exercise their right to Veteran’s Preference must do so prior to testing and within the thirty (30) calendar days of the notification posting. The District will provide a clear indication of Veterans’ Preference on the testing notification.

41.07 Final Weighted Average: The overall test scores will rank employees according to their final weighted average of all testing portions. Final overall scores will be listed highest to lowest creating the eligibility list for the position.

41.08 Positional Qualifications: All qualifications for the position begin the date of ratification and apply to those not currently in the position being tested for or on any current eligibility list. All employees wishing to test shall meet positional qualifications prior to testing, and must present those certifications during the thirty (30) calendar day notification period.

41.09 Eligibility Lists and Vacancies for Positions: The District agrees to maintain promotional eligibility lists for all positions. Any time promotional lists are depleted of eligible promotable employees, or the District determines a need to test, the District shall notify employees of its intent to test for the position. Those on a current eligibility list will retain their seniority in promotion over those testing for the position; meaning that those previously ranked and tested receive consideration for promotion before those testing and eligible employees of a later testing process. All promotional vacancies shall be filled within thirty (30) calendar days from the date of the vacancy opening from the eligibility list.

41.10 Testing for Positions: The District reserves the right to design, develop, and administer all testing procedures that are uniform in nature, free of bias, and conform with any Title VII applications. The Union will be provided an overview of the testing components for review and comment. The District is responsible for ensuring that any component of testing is competitive, positional valid, and reflective of the position sought. Whenever possible the District will utilize a recognized outside professional testing agency. The District may utilize one or more of the following testing assessments:

- A. An assessment center that administers a written exam and/or performance testing the candidate's knowledge for essential positional job duties.
- B. An exercise or scenario that consists of one or more components that tests the candidate's practical skills for essential positional job duties.
- C. A professional development panel that evaluates the employees experience, education, and training as part of an interview board.

41.11 Eligibility for Promotion: To be considered eligible for promotion all candidates must achieve a minimum score of 70% in each portion of testing.

41.12 Invalidation: At the District's discretion, should any question, component, or portion of testing be considered or declared invalid; that question or portion shall be declared invalid for all persons taking the promotional test. The final score for the test shall be based on the remaining number of questions.

41.13 Employee Review: The District agrees to provide a feedback session within a reasonable time frame following the administration of a promotional process. This shall not exceed thirty (30) calendar days from the completion of all testing portions. Employees only have the right to review their own test or any component thereof; employees do not have a right to review other employee's tests or results.

41.14 Selection Process – Rule of three: Promotions will be made from the appropriate eligibility list. The Fire Chief or their designee will utilize the "rule-of-three" as a standard selection process. Once a selection is made from the top three scoring candidates, the next eligible person will be taken from the remaining two highest ranked individuals and the next highest ranked individual (third) on the eligibility list before any other candidates are considered. This selection process will be repeated until each of the original three have been promoted, unless one of the candidates was passed over for cause. At that point, another three candidates will be taken from the eligibility list in descending eligibility order and the process repeated. If the employee that was passed over for cause has resolved the employment issue, that employee will become the first eligible candidate for promotion, regardless of the next three eligible candidates. If the eligibility list is less than two candidates, the higher ranked candidate will receive the promotion unless passed over for cause. The following list constitutes cause (the list is not all exhaustive):

- A. Employee has been disqualified as part of a disciplinary resolve.
- B. Employee has been disqualified for continuing documented poor performance conduct related to their current position.
- C. Employee chooses to be bypassed on the eligibility at the time of consideration.
- D. Employee background check results renders the candidate ineligible.

All factors constituting cause affecting the non-selection or bypassing for promotion of an eligible employee will be documented by the District and presented to the employee and the Union upon request.

41.15 Promotional Committee: The Promotional Committee will consist of an equal number of management and union representatives. Union representatives are chosen by the union. The Promotional Committee is responsible for selecting testing materials appropriate for the position being tested for by candidates. No one testing for the position may be on the committee. All materials shall be mutually agreed upon prior to notification for testing.

41.16 Shift Position Years of Service, Time-in-Rank, and Qualifications: The following constitutes promotional shift positions.

A. Driver-Engineer (Minimum 17 Positions per Shift)

1. Years of Service = Three (3) years of Time-in-Service.
2. Qualifications = Florida Apparatus and Pump Operator Certification, and Aerial Operations Certification, FSFC-703. Forestry qualifications S130/S190 or equivalent.
3. Testing Components = Written examination, and Performance Evaluation.

B. Lieutenant (Minimum 15 Positions per Shift)

1. Years of Service = Seven (7) years of Time-in-Service.
2. Time-in-Rank = Three (3) years Driver-Engineer.
3. Qualifications = State of Florida Fire Officer I Certification, and State of Florida Fire Instructor I Certification. Forestry qualification S215 or equivalent.
4. Testing Components = Written examination, and Performance Evaluation.

C. Station Captain (Minimum 3 Positions per Shift)

1. Years of Service = Ten (10) years of Time-in-Service.
2. Time-in-Rank = Three (3) years Operational Lieutenant.
3. Qualifications = State of Florida Fire Officer II Certification, and State of Florida Fire Instructor I Certification. Forestry qualification S330 or equivalent.
4. Testing Components = Written examination, Performance Evaluation, and Professional Development Panel.

D. Battalion Chief (Minimum 2 Positions per Shift)

1. Years of Service = Fourteen (14) years of Time-in-Service.
2. Time-in-Rank = Five (5) years Operational Lieutenant/Station Captain.
3. Qualifications = State of Florida Fire Officer III Certification, and State of Florida Fire Instructor III Certification. Forestry qualification S330 or equivalent.
4. Testing Components = Written examination, Performance Evaluation, and Professional Development Panel.

ARTICLE 42 – FIRE AND LIFE SAFETY ADVANCEMENT

42.01 Fire and Life Safety (Prevention) Advancement: Employees assigned to Fire and Life Safety (Prevention) will advance in rank according to the standards set forth within this Article. The District retains the right to perform a written assessment and/or a performance evaluation that corresponds to the business necessity of the position. All testing materials and procedures will be mutually agreed upon between the District and the Union.

42.02 General Provisions: The following provisions apply to Fire and Life Safety (Prevention) employees regarding Advancement:

- A. Employees are responsible to maintain qualifications for the position they hold, if the employee does not maintain their qualifications, they may be demoted to the position they hold the proper qualifications for. An employee losing a qualification will be provided reasonable period of time to re-certify or retain the proper positional qualification.
- B. Employees achieving the rank of Fire Inspector II, or higher will be considered by the Fire District as a “high-risk” employee for purposes of the Florida Retirement System (FRS).
- C. Employee advancement will occur with thirty (30) calendar days of presentation of meeting the positional qualifications. No testing by the District will occur for a position after an employee is promoted to their qualified position.
- D. Employees may be denied a promotion for just cause established by the District. An employee may challenge any denial of advancement to the promoted position.
- E. All employees in their current positions, prior to the date of ratification, shall remain unchanged and not required to meet the qualifications herein, unless seeking an Advancement.

42.03 Positional Qualifications for Advancement: An employee meeting the Years-in-Service and Qualifications will be Advanced to the Promoted Position.

- A. Inspector II Civilian
 1. Years of Service = Four (4) years of Time-in-Service.
 2. Qualifications = Florida Fire Safety Inspector II Certification.
- B. Fire Inspector II
 1. Years of Service = Four (4) years of Time-in-Service.
 2. Qualifications = Florida Fire Safety Inspector II Certification, Florida Fire Investigator Certification, and Florida Fire Fighter I or II Certification.
- C. Lieutenant Fire Inspector
 1. Years of Service = Seven (7) years of Time-in-Service.
 2. Time-in-Rank = Three (3) years rank of Inspector II.
 3. Qualifications = Florida Fire Safety Inspector II Certification, Florida Fire Investigator Certification, Florida Fire Fighter I or II Certification, and Florida Fire Officer I Certification.

D. Captain Fire Inspector

1. Years of Service = Twelve (12) years of Time-in-Service.
2. Time-in-Rank = Four (4) years rank of Lieutenant Inspector.
3. Qualifications = Fire Instructor II Certification, Florida Fire Safety Inspector II Certification, Florida Fire Investigator Certification, Florida Fire Fighter II Certification, and Florida Fire Officer II Certification.

ARTICLE 43 – OUT-OF-POSITION (ALTERNATE)

43.01 Firefighter qualified to Driver-Engineer (Alternate Driver-Engineer): Employees having completed three (3) years of employment in the capacity of a shift firefighter, and having earned a State of Florida Apparatus and Pump Operator Certification will be eligible for the annual incentive of \$910.00 (\$35.00 per pay period). The employee must accept the responsibility of carrying out the duties of the assigned rank from time-to-time and as directed by an immediate supervisor. The Alternate Driver-Engineer will not be assigned to an aerial or platform apparatus.

43.02 Driver-Engineer qualified to Lieutenant (Alternate Lieutenant): Employees having completed seven (7) years of employment and having earned a State of Florida Fire Officer I Certification will be eligible for the annual incentive of \$2,600.00 (\$100.00 per pay period). The employee must accept the responsibility of carrying out the duties of the assigned rank from time-to-time and as directed by an immediate supervisor. Alternate Lieutenants are limited to seven (7) positions per shift. When determining eligibility of qualified candidates on shift, time-in-rank shall be used.

43.03 Station Captain/Lieutenant qualified to Battalion Chief (Alternate Battalion Chief): Employees having completed twelve (12) years of employment and having earned a State of Florida Fire Officer II Certification will be eligible for the annual incentive of \$4,160.00 (\$160.00 per pay period). The employee must accept the responsibility of carrying out the duties of the assigned rank from time-to-time and as directed by an immediate supervisor. Alternate Battalion Commanders are limited to three (3) positions per shift. When determining eligibility of qualified candidates on shift, time-in-rank shall be used; however, Captains shall receive preference over Lieutenants that meet the above standards.

43.04 Alternate Positional Approval: All employees assigned to an Alternate Position will have the Fire Chief or their designee's approval. Once assigned as an Alternate that employee will remain in that assignment until promoted, removed for disciplinary cause, or refuses or sacrifices the assignment.

ARTICLE 44 – SHIFT OPERATIONAL STAFFING

44.01 Safe Staffing: The District and the Union recognize the importance of meeting National Standards in Safe Operational Staffing. These practices and standards allow for the standardization of certain ranks and levels of responsibility within the fire service, specific units and the incident command system. National standardized staffing and supervision are foremost designed for safety and efficiency on the fire-ground and emergency incidents. The District recognizes that uniformity of command and control enhances safety, service, performance, and accountability practices. Therefore, the District agrees to maintain minimum staffing as indicated in this Article.

44.02 Minimum Safe Staffing Levels: The following are to be applied and maintained to District apparatus for fire-rescue, and emergency medical response:

- A. Ladder/Tower Company: Shall have a company officer at the rank of Captain or Lieutenant, Driver-Engineer, and one or two Firefighters' as staffing permits.
- B. Engine (Class A), and Heavy Rescue Company: Shall have a company officer at the rank of Captain or Lieutenant, Driver-Engineer, and one or two Firefighters' as staffing permits.
- C. Squads/Rescue Company: Ideally, a company officer at the rank of Lieutenant, and Driver-Engineer or Firefighter as staffing permits. At a minimum, Squads/Rescues can be staffed by two qualified Firefighters'.
- D. Brush-Truck Company: Ideally, a company officer at the rank of Captain or Lieutenant, Driver-Engineer, or Firefighter as staffing permits. At a minimum Brush-Trucks can be staffed by two qualified Firefighters'.
- E. Auxiliary Companies (Water Tenders, Air/Light units, or Special Response): Shall have a minimum of one qualified Driver-Engineer or qualified Firefighter.

44.03 Misc. Provisions: The Shift Battalion Chief shall have the latitude to reduce staffing to a minimum of two qualified personnel for periods during the shift in which a need at their discretion arises. This should not normally exceed four (4) hours.

ARTICLE 45 – PART-TIME EMPLOYEES

45.01 Recognition: The District agrees to recognize part-time employees as Fire Fighters and Inspectors in accordance with the recognition article of this agreement.

45.02 Qualifications:

- A. All Fire Fighters hired by the District in a part-time capacity shall comply with the qualifications under Florida Fire Fighter II and State of Florida Emergency Medical Technician (EMT).
- B. All Inspectors hired by the District in a part-time capacity shall comply with the requirements of State Fire Inspector I.

45.03 Limited Positions: Part-time positions within the District shall be limited to twelve (12) Fire Fighter II positions and five (5) positions for Inspector I.

45.04 Orientation and Continued Training: Any part-time employee will be required to complete a paid orientation period as administered by the District. Any part-time employee will be paid for attendance, or any hours allowed to be suffered by the District, to meet the State or District requirements of his/her position for continued employment.

45.05 Hours and Pay: All part-time employees shall receive \$18.00 an hour, and shall be eligible to work thirty (30) hours a week of shift work, or weekly work as an inspector.

45.06 Hiring Preference: Part-time employees will be provided hiring preference in accordance with this article and Veteran's Preference considerations.

ARTICLE 46 – SHIFT-TO-SHIFT TRANSFERS

46.01 Transfers: The District agrees to provide the employee affected a twenty (20) calendar days' notice in advance of any District transfer.

46.02 Selection of Shift Employee Transfers: When the need for a shift-to-shift transfer is identified by the District, the District shall use Rank Seniority, the least ranking officer, or least ranking member of the required position meeting the qualifications and essential duties of the job description being considered first for shift transfer. Special team designations, which are outside the essential duties of the position will not be considered.

- A. A Memorandum by the District shall be sent to one or all persons of the rank affected, giving the affected employee(s) notification, and anticipated start date on the newly assigned shift.
- B. In place of the least ranking officer, or position, an employee may volunteer to transfer in place of the identified employee provided they meet the essential duties of the position and have time-in-service seniority.
- C. The date of transfer shall not change from the original twenty (20) calendar day notice of transfer for any employee volunteering in place of the affected employee. The employee transferring can by agreement with the District transfer prior to the original date.

ARTICLE 47 – LATERAL AND TEMPORARY TRANSFERS

47.01 Lateral Transfers: The District agrees that employees may voluntarily transfer from shift to weekly position or vice-versa with approval of the Fire Chief or their designee provided there is an opening and the requesting employee meets essential duties of the position. When two or more persons request the transfer, the person with hire date seniority shall prevail. An Employee transferring accepts all the commensurate pay and associated benefits of the position based on their hire date seniority.

- A. Employees may only transfer from Shift-to-Day or Day-to-Shift if the employee has the current qualifications for a vacant position within the District and a position is available. Transfers shall only be to Firefighter or Inspector I/II.

47.02 Temporary Transfers: The Fire Chief shall be able to temporarily transfer an employee(s) mutually agreeing to such transfer to a position outside their regular scope of duties. This temporary assignment shall not exceed one (1) year cumulative calendar months from the date of transfer within a two (2) year period.

- A. If the temporary transfer progresses beyond the one (1) year assignment, then it shall be considered a full-time regular position within the scope and meaning of the recognition Article of this agreement. The District will produce an appropriate job description to meet the needs of the District and bargain any terms and conditions inherent to the position.
- B. The employee agreeing to the temporary transfer will continue to be paid their salary, and incentives for the position they hold and not the temporary assignment. The employee will continue to accrue leave benefits for the position they hold and not the temporary assignment.
- C. The temporarily transferred employee can at their discretion return to their previous position at any time under any applicable covenants of this contract.

47.03 Existing Positions: The District may not temporarily transfer employees to existing positions within the bargaining unit. Those positions shall be filled by competitive process or an agreed upon selection process.

ARTICLE 48 – ON AND OFF THE JOB INJURIES

48.01 On-the-Job Injury, Illness, or Exposure: An employee who sustains an on-the-job injury, illness, or exposure that is compensable or potentially compensable under the District's Workers' Compensation carrier shall continue to receive all regular salary, incentives, and benefits for at least twelve (12) months while they are unable to work, or for a longer period of time while under the care and direction of the Workers' Compensation carrier. This applies during any period in which the Workers' Compensation carrier is making a determination of coverage, or during any period the employee contests the determination of the Workers' Compensation carrier.

- A. The employee agrees to assign to the District any and all payments received during this period from the Workers' Compensation insurance, accident and sickness insurance, and any other insurance benefit received by the employee and funded by the District.
- B. If, Workers' Compensation coverage is ultimately denied the employee will not be required to repay or be responsible for any wages, leave, or other benefits received from the District.
- C. Any employee approved by the Workers' Compensation assigned physician to return to work in a limited or light duty assignment shall do so in accordance with any applicable article of this agreement. Employees will be allowed to attend medical, physical and rehabilitative treatments on duty.
- D. Employee's required to attend medical, physical, or rehabilitative treatment on non-duty, or workdays will not receive additional compensation.
- E. When a Workers' Compensation approved physician determines that an employee is medically cleared for duty, that employee will return to work, unless the medical clearance is contested by the employee's own treating physician. If contested by the employee and their physician, the employee will immediately be considered as an off-duty injury under this agreement.

48.02 Off-the-Job Injury, Illness, or Exposure: An employee who sustains an off-the-job injury, illness, or exposure and is unable to work will receive no accruals of leave benefits during the period of incapacity. The employee is not eligible for limited or light duty while on short and long-term disability insurance benefits.

- A. Employees may use accumulated leave benefits to supplemental payments while in Short-Term Disability to maintain their normal rate of earnings.
- B. During the period of disability, the employee shall provide upon request of the District physician status reports to the employee's health and recovery related to the injury, illness, or exposure. Any request for medical information shall not be made in an arbitrary and capricious manner.
- C. The District Physician may also request and require the employee to be medically assessed by him or her; or require an outside professional evaluation by a clinical expert in the field of injury, illness, or exposure related to the off-duty prognosis.
- D. Once an employee is cleared for duty under the medical certification of the employee's primary physician, he or she will be returned to their normal duty assignment. In instances in which the District physician requests a return to duty certification, it shall be in consultation and mutual agreement between treating physicians.

- E. The employee during the period of incapacitation may utilize short and long-term disability benefits. Employees, again, may use accumulated leave credits to supplement disability leave payments.
- F. The employee, in lieu of short and/or long-term disability benefits may agree to a mutual limited or light duty status with the District.

48.03 Short- and Long-Term Disability Benefits: The District will provide Short-and Long-Term Disability insurance coverage to full-time employees at no cost to the employee. Changes in coverage shall be by mutual agreement.

48.04 Permanent Long-Term Disability: Employees determined by the Workers' Compensation treating physician, the District physician, or the employee's own primary treating physician may declare the employee unable or unfit to remain in their currently assigned position. If such a determination is made by any of the aforementioned physicians the employee will have the following choices:

- A. The District may provide an alternate position suitable, with reasonable accommodation, for the employee to continue employment with the District.
- B. The employee may retire and continue receiving Long-term Disability from the District until the conclusion of benefits within policy guidelines.

ARTICLE 49 – LIMITED DUTY

49.01 Limited Duty: An employee placed on limited duty under the District's Workers' Compensation carrier, or by mutual agreement with the District shall be placed in a position that facilitates the employees physical and mental health, and offers the least obstruction to the employee's regular schedule of work. The employee's Section Chief or manager will coordinate limited/light duty assignment with the employee's representation. The District will make the final determination of assignment.

- A. Ideally, Shift employees will be assigned to activities that assist shift Operations daily such as:
 - 1. Driver assigned to Shift Battalion Chief,
 - 2. Delivering station supplies by department vehicle,
 - 3. Assisting the Training Division on his/her shift day, or
 - 4. Other activities appropriate to supporting Operations
- B. Ideally, Weekly employees will be assigned to activities that assist their Section daily such as:
 - 1. Assisting another inspector or mechanic in the field,
 - 2. Assisting another inspector or mechanic in paperwork,
 - 3. Assisting the Training Division in topics of instruction, or
 - 4. Other activities appropriate to supporting the Prevention Bureau, or Fleet Facilities.

ARTICLE 50 – DISTRICT PHYSICIAN / FIT FOR DUTY

- 50.01 District Physician:** The District will maintain a contractual relationship with a physician agreed upon with the Union that is an Occupational Specialist that allows each employee a relationship for treatment and care during service to the District and after retirement. The District Physician will serve as the agreed authority in matters of employee care, diagnosis, treatment, and professional medical opinion in employee care.
- 50.02 Annual Medical Examinations:** All employee medical examinations will be in accordance, as a minimum, with current NFPA 1582 requirements and OSHA vision and hearing requirements. All medical examinations are at no cost to the employee.
- 50.03 Fit-for-Duty:** Specific results of any medical examination will not be shared with the District, unless pursuant to employee consent. The District will only receive whether the employee is fit for duty or is not fit for duty.
- 50.04 Self Contained Breathing Apparatus (SCBA):** All employees that may use an SCBA as a job necessity to their position during fire-ground activities shall receive an annual stress test that measures lung capacity and heart rhythms. Employees that do not pass such tests will need further consideration by medical professionals and a possible modified District employment plan.

ARTICLE 51 – PHYSICAL FITNESS

51.01 Station Physical Fitness Facilities: The District will maintain at each of its fire station facilities exercise and weight equipment for use by on-duty and off-duty personnel.

ARTICLE 52 – SEPERATION FROM SERVICE

52.01 Voluntary: Voluntary resignation or retirement occurs at the request of the employee. An employee voluntarily leaving District service will be entitled to the following benefits in addition to any other benefits afforded them under this agreement or District Policy.

At the time of resignation or retirement the employee shall be paid the higher of (1) their regular hourly rate of pay, or (2) the average hourly rate of pay over the last three years of employment for:

- A. All accumulated and unused Vacation Leave
- B. All accumulated and unused Sick Leave

The employee may have the option to contribute their sick leave monetary value to their Post-Employment Health Plan.

52.02 Job Related Death On-Duty or Off-Duty: In the event of an employee's death due to a job-related circumstance or situation that may have occurred on-duty or off-duty the employee's beneficiary of record, or to the estate of the employee will be entitled to the following benefits. The employee's beneficiary, or estate will also receive all insurance coverage payments and other benefits afforded under this agreement or by District Policy.

- A. All accumulated and unused Vacation Leave
- B. All accumulated and unused Sick Leave

52.03 Termination by the District: The District terminating an employee for just cause will not have to pay out any accumulated leave benefits.

ARTICLE 53 – DEFERRED RETIREMENT OPTION PROGRAM (DROP)

53.01 Deferred Retirement Option Program (DROP): The District agrees to allow employees that enter DROP, under FRS, or an eligible 175 to contribute all or a portion of the employee's accumulated and unused Vacation Leave at a rate of pay equal to the employee's current regular rate of pay at the time of declaration. All Vacation Leave contributions, at the cost herein described, shall be subject to plan limitations.

ARTICLE 54 – MISCELLANEOUS

54.01 Job Descriptions: The District agrees that there shall be no modification to job descriptions during the course of this agreement, or mixing, consolidation, or overlap of responsibilities that attempts to combine primary job duties under one or more job descriptions, especially for the purpose of eliminating union positions.

54.02 Internet Access: The District agrees that all employees of the department shall have equal internet access.

54.03 Station Housing:

- A. The District shall pay for basic cable tv service at each station as mutually agreed.
- B. The District shall maintain a central large screen tv (minimum 55") at each station in the day room or living room.
- C. The District shall maintain an outdoor grill and propane source at each station.

54.04 Station Budget: The District agrees to consider budgetary requests for replacement or purchase of fitness equipment, grills, kitchen ware, furniture, and business-related equipment by Station personnel.

54.05 Maintenance of Qualifications: The District will provide training and training opportunities for employees for maintaining professional certifications. However, employees are personally and individually responsible for maintaining qualifications necessary to carry out the essential duties of their position. It shall be the responsibility of the District to reimburse employees for all professional certifications earned or held by the employee through the use of the employee's educational funds. If the employee has no funds available, they will be responsible to cover the costs.

54.06 Subcontracting: The District agrees that there will be no subcontracting or replacement of union positions by non-union personnel that are covered under this agreement.

54.07 Turnout Gear Cleaning: Employees required, or in need of cleaning their bunker gear shall disassemble their gear for cleaning. Employees are required to label all their gear for proper identification. The employee is responsible to deliver their gear to Station 73 for cleaning at the end of their shift and will be credited with one-half (1/2) hour of work. Employees are responsible for picking up their gear prior to the start of their next shift.

54.08 SCBA Technician: Employees assigned to the repair, care, and maintenance of District SCBA's will receive an annual compensation of \$650 (\$25 per pay period). These employees are chosen by the District.

ARTICLE 55 – COMMUNICATIONS

55.01 Communications: Employees will maintain with the District up to date contact information to include: Phone number, cell phone, and physical residing address. Any changes shall be recorded within thirty (30) calendar days with Human Recourses.

ARTICLE 56 – VETERANS AFFAIRS

56.01 Military Affairs and Related Matters: Employees shall be afforded all State and Federal protections such as those provided in (a) Service members' Civil Relief Act (SCRA), Title 50, Appendix U.S.C. ss. 501 et seq., (b) the Uniform Services Employment and Re-Employment Rights Act (USERRA), Title 38 United States Code, Chapter 43, and (c) and Florida Statute 295, Laws Relating to Veterans.

56.02 Florida National Guard Emergency Event: An employee who is a member of the Florida National Guard shall be entitled to a leave of absence without loss of pay, time, benefits or any efficiency rating on the days the employee is engaged in active State duty for a named event, declared disaster, or operation under State Law.

56.03 Military Reserve and National Guard Training: An employee who is a member in the Florida National Guard or a reserve member of the United States Army, Navy, Air Force, Marines, or Space Force shall be entitled to a leave of absence without loss of pay, time, benefits or any efficiency rating to meet any and all obligations that are accompanied by orders or a clear requirement of the employee to fulfill service requirements. A leave of absence with pay may not exceed 60 cumulative days per calendar year. All other leave of absences will be approved without pay or charged against the employee's accumulated leave credits.

ARTICLE 57 – STATION PREFERENCE

57.01 Station Assignment: The District agrees that all employees with three (3) years completed time-in-service will be afforded the opportunity to bid a station preference location based on time-in-rank seniority, with the exception of firefighters in which time-in-service shall serve as the determining factor for those eligible. In instances where time-in-rank cannot decide the issue between employees, time-in-service seniority will decide the issue.

57.02 Preference Selection: Station Preference bidding will take place every two years, beginning in the month of August with the employee stating their preference, and implemented the first shift in the month of October.

- A. Battalion Chiefs will bid first, and do not affect any subordinate positional bids.
- B. Station Captains will bid second, one Station Captain per station house identified regardless of shift. Those Station are: 20, 21, 22, 23, 70, 72, 73, 75, and 60.
- C. Lieutenant's shall bid third,
- D. Driver-Engineer's will bid following Lieutenants,
- E. Firefighter's will bid last, the only consideration being to ALS Program requirements.
- F. Firefighter's hired between bidding periods shall not be afforded a preference.

This is a Preference, and the District reserves the right of movement of all personnel to meet Operational needs and necessities as determined through service response criteria and allocation of resources.

57.03 Transfers: Any employee receiving a temporary or permanent transfer or reassignment shall be in accordance with Article 34 Transfers. Employees transferred shall not have any preference in assignment, until the next preference selection cycle.

57.04 Reassignment: Employees promoted, reassigned to another shift, demotion, or other disciplinary issues, or other agreed conditions where the District has a need to re-assign an employee will not unduly disrupt another employee's preference in bidding.

57.05 Involuntary Movement: The District shall not move an employee involuntarily from a station assignment without cause.

57.06 Initial Station Assignment: Initial Station location or assignment will be determined by the Fire Chief or the designee upon completion of the employee's probationary period.

57.07 Openings in Station Preference Assignment: When an opening in Station Preference comes available on a particular shift, the opening will be directed to current eligible employees on that shift for fulfillment, prior to any outside movement. Once the movement and fulfillment of preference assignments are complete, any opening within the affected rank may be open to shift transfer.

57.08 Final Selection: The rights under this Article are to provide employees the opportunity in determining employment location. The District shall not arbitrarily or capriciously use its authority to change work locations for employees without meeting, in good-faith, the provisions of this article. The District reserves the right to ensure an even distribution of personnel by rank and qualifications. Final approval of Station staffing shall be by the Fire Chief or their designee.

ARTICLE 58 – RETIREMENT PLANS

58.01 FRS Retirement Contribution: The District agrees that an employee contribution to the Florida Retirement System (FRS) will be in accordance with applicable law.

58.02 Greater Naples Fire Rescue District Firefighter's 175 Pension Plan: The District agrees to maintain, without interruption, pension benefits for currently applicable employees and retirees under the pension plan. No changes or modifications to the pension plan will occur without proper negotiations and agreement between the three parties: Fire District, Pension Board, and Union.

58.03 Miscellaneous Provisions:

- A. All parties agree that newly hired employees will be under the Florida Retirement System (FRS).
- B. All parties agree that the "Greater Naples Fire Rescue District Firefighter's 175 Pension Plan" is hereby closed

58.04 401A Retirement Plan: Employees participating in the District's 401A Retirement Plan will continue to do so at a contribution rate agreed upon by the Board of Commissioners.

ARTICLE 59 – SPECIAL EVENTS

59.01 Special Events: The District agrees that whenever any charitable organization, civic organization or any other public or private organization seeks assistance in events from district personnel covered under the collective bargaining agreement to notify the union and on-duty personnel of the event date(s) and time(s) within a reasonable period of time.

Employee(s) on duty assigned to a special event by the District may be subject to operational calls and the time assigned shall not exceed four (4) hours in duration. The District will make reasonable accommodations to rotate crews if an event is longer than four (4) hours.

59.02 Union District Events: The District agrees to allow on duty personnel to participate in Union community activities (e.g. MDA, Relay-for-Life, etc.) provided personnel are available for calls.

ARTICLE 60 CHAPTER 175 EXCESS INSURANCE PREMIUM TAX

60.1 Chapter 175 Excess Insurance Premium Tax Collection Distribution: Parties agree that the District shall be entitled to utilize \$679,098.83 of the premium tax dollars on an annual basis with any additional funds to be used to fund the Share Plan. The distribution shall be made as defined in the Annual Crediting paragraph of the Supplemental Retirement Benefit, Section 11 of the 175 Plan.

ARTICLE 61 – PROBATION

61.01 New Hire Employee Probation: All employees will serve a probationary period of twelve (12) cumulative whole months from their date of hire. The District reserves the right to extend an employee's probationary period for an additional three (3) months to six (6) whole months for causes related to documented inefficiencies in skill competencies related to their position of employment, or causes related to disciplinary actions under District Policy, or extended period of absence.

61.02 Promotional Probation: All employees newly promoted to a position higher than their previous rank shall be placed on a six (6) month cumulative probationary period from the effective date of promotion.

- A. If, the District determines cause through documented inefficiencies in skill competencies related to the position in which the employee was promoted, the District may return the employee to their previous position. The employee must be given a reasonable opportunity to correct deficiencies through clearly defined objectives for the position by the District prior to any involuntary demotion.
- B. If, during the probationary period the employee wishes to "step-down" and return to their previous position, they shall be allowed to do so.

ARTICLE 62 – FORCE REDUCTION

62.01 Force Reduction of Shift Bargaining Unit Positions: In the event of a Force Reduction of shift bargaining unit positions, the following provisions shall apply:

- A. All existing part-time employees shall be eliminated first,
- B. Second, full-time employees with the least amount of time-in-service seniority, regardless of rank, will be eliminated in secession. Veterans' Preference in accordance with this article will be applied to the time-in-service consideration under this agreement.

62.02 Force Reduction of non-Shift Bargaining Unit Positions: In the event of a Force Reduction of non-shift bargaining unit positions, the following provisions shall apply. This is after the reduction of all part-time employees assigned to any branch/division of the District.

- A. Employees assigned to Fire & Life Safety will be reduced by time-in-service seniority, regardless of rank, will be eliminated in secession. Veterans' Preference in accordance with this article will be applied to time-in-service considerations under this agreement.
- B. Employees assigned to Training will be reduced by time-in-service seniority, regardless of rank, will be eliminated in secession. Veterans' Preference in accordance with this article will be applied to time-in-service considerations under this agreement.
- C. Employees assigned to Logistics will be reduced by time-in-service seniority, regardless of rank, will be eliminated in secession. Veterans' Preference in accordance with this article will be applied to time-in-service considerations under this agreement.

62.03 Veterans' Preference: For purposes of lay-offs and recall, seniority shall be augmented by one (1) month of credited service for each year of qualified military service in section 295.07, Florida Statutes, as amended. It shall be the employee's responsibility to request Veteran's Preference in writing, in accordance with the State Statute.

62.04 Employee Notification: The Union and employees scheduled to be laid off shall be notified in writing as soon as possible, but not less than ninety (90) calendar days prior to the effective date of his/her lay-off.

In lieu of the ninety (90) calendar day notification, an equivalent amount of pay equal to 90 calendar days, benefits, and other employment benefits shall be extended to the employee.

62.05 Recall will be in Reverse Order of Reduction: No new full-time or part-time bargaining unit employee will be hired until all laid off full-time members are offered recall to a full-time position. A recall list in order of lay-off seniority will be maintained by the District. In the event an entry level full-time bargaining unit position becomes available, the District will recall employees in reverse order.

- A. Employees to be offered recall shall be informed of the reemployment offer in the form of a written notice, and shall be mailed via registered or certified mail to the last known address of the employee. The notice is considered received by the employee when receipt is confirmed by the District.
- B. Failure of the employee to notify the District within fourteen (14) calendar days of the date of receipt will nullify the employee rights to the position.

- C. Within the fourteen (14) calendar days after the employee receives notice of the reemployment offer, he/she must advise the District in writing via email, or registered or certified mail that he/she accepts the reemployment offer and will be able to commence work on the date specified or a mutually agreeable date.
- D. It is the employee's responsibility to maintain a current address and all minimum qualifications for the District position they are recalled for.
- E. Any and all reemployment rights granted to the employee shall terminate upon the employee's failure to accept any offered position or failure to respond to any recall notice.

62.06 Re-Employment: The employee must pass pre-employment physical, drug testing requirements of the District and a re-employment background check as determined by the Fire Chief or their designee.

62.07 Seniority: An employee's accumulated seniority as of the date of lay-off shall be retained while on the recall list, but shall not be accumulated during such period.

62.08 Sell Back of Leave Credits: All employees experiencing a lay-off shall be entitled to: (1) sell back of all their accumulated and unused compensatory time, and (2) sell back of all accumulated and unused leave credits (e.g. Vacation, Sick, Personal, Holiday, etc.).

ARTICLE 63 – 457 RETIREMENT CONTRIBUTION

63.01 Matching Contribution: Beginning October 2022, the District agrees to contribute fifty (\$50.00) dollars per pay period to an employee's Nationwide 457 Deferred Compensation account, provided the employee opens an account, and personally contributes at least fifty (\$50.00) dollars per pay period from his/her own earnings to the account. The District's contribution will begin upon the completion of the employee's hiring probation and evidence of the employee's personal contribution.

ARTICLE 64 – TAKE HOME VEHICLE

64.01 Take Home Vehicles: The District agrees to allow employees provided a department vehicle for work to take that vehicle home as transportation to and from their reporting work site. Employees must reside within Collier County. Employees will be allowed to keep their District assigned vehicle at District facilities that aid in their travel.

64.02 Responsibilities: It is the responsibility of the individual employee to abide by the benefit of having a take-home vehicle. The vehicle is not to be used except going to and from work and when the employee is performing his/her official duties. There is latitude for personal use to provide inconsequential daily activities as part of having a District assigned vehicle. Abuse of this benefit will result in the loss of the privilege of taking a department vehicle home, and possible discipline, up to and including termination.

ARTICLE 65 – FLEET TECHNICIANS

65.01 Intentionally left blank

ARTICLE 66 – RATIFICATION

66.01 Ratification: This Collective Bargaining Agreement or any amendment/memorandum thereto shall become effective upon ratification vote by a majority of employees covered under its provisions (bargaining unit) and majority vote of the Board of Commissioners of the Greater Naples Fire Rescue District. The Union agrees that its ratification vote shall precede any ratification vote by the Board of Commissioners.

APPENDIX A - SALARY RANGE

The following Salary Ranges represent the entry or initial salary and maximum salary for each recognized position under this Collective Bargaining Agreement. All employees will receive at a minimum the initial level salary for the position they hold or are promoted to, even if the salary is greater than the percentage increase represented under agreement for promotion. These ranges are set upon completion and ratification of the bargaining process and adjusted according to the terms and condition herein this agreement. All employees retain their current salary at the time of ratification and adjusted moving forward. Employee salaries are represented along with this Appendix and represent the individuals completed years in service, and dissolution of the “5-year box” system. Employee promotions, longevity, and COLI increases salary will be adjusted as presented within the Wage and Hour Article of this Agreement. A representation is presented along with this appendix.

Shift Positions:

	Initial	Max
Firefighter	\$49,269.67	\$80,000.00
Driver-Engineer	\$53,780.32	\$90,000.00
Lieutenant	\$63,221.56	\$115,000.00
Station Captain	\$75,848.50	\$130,000.00
Battalion Chief	\$83,433.35	\$140,000.00

Training (Professional Development) and Operational Logistic Positions:

	Initial	Max
Lieutenant	\$63,221.56	\$115,000.00
Captain	\$75,848.50	\$130,000.00

Fire and Life Safety (Prevention):

	Initial	Max
Inspector I Civilian/Fire	\$57,325.63	\$70,000.00
Inspector II Civilian	\$59,390.01	\$80,000.00
Inspector II Fire	\$63,414.62	\$90,000.00
Lieutenant Fire Inspector	\$66,328.05	\$115,000.00
Captain Fire Inspector	\$74,600.76	\$130,000.00

Fleet Mechanics

	Initial	Max
Fleet Mechanic	\$63,414.62	\$80,000.00
Lead Mechanic	\$71,024.37	\$115,000.00

Special Considerations: (1) Battalion Chiefs will receive 12% increase as stated in the Wage and Hour Article as a promotion over the current Station Captain pay. The separation of boxes into individual years of service and the additional cost of an FLSA adjustment are incorporated into this agreement. Salaries should be honored as presented.

Greater Naples Fire Rescue District
A Political Sub-Division of the State of Florida

By:

Fire Commission Chairman

Witness:

T. Lynn Bishop
Michele J. Messer

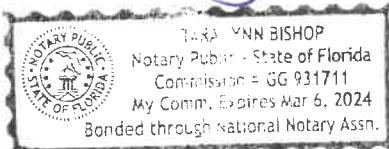
State of Florida

County of Collier

Before me personally appeared Kevin Gerrity who is personally known to me and known to me as duly representing the Greater Naples Fire Rescue District, and that Kevin Gerrity executed said instrument for the purposes therein expressed.

Witness my hand and Official Seal this

9 day of February A.D. 2021.



Tara Bishop
Notary Public – State of Florida

International Association of Firefighters
Collier Professional Firefighters and Paramedics Local 2396

By:

Joey Brown
President

Witness:

T. Lynn Bishop
Michele J. Messer

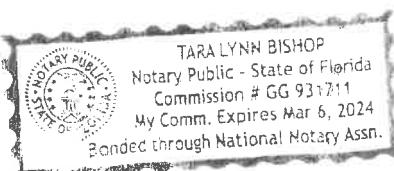
State of Florida

County of Collier

Before me personally appeared Joey Brown who is personally known to me and known to me as duly representing the International Association of Firefighters, Collier Professional Firefighters and Paramedics Local 2396, and that Joey Brown executed said instrument for the purpose therein expressed.

Witness my hand and official Seal this

9 day of February A.D. 2021.



Tara Bishop
Notary Public – State of Florida

(Contains 96 pages including this page)

Administrative Handbook

104.1 ADMINISTRATIVE HANDBOOK

Organizational Structure

200.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the organizational structure of the Greater Naples Fire Rescue District. This policy also provides guidance regarding the district's reporting process through the chain of command.

200.2 POLICY

It is the policy of the Greater Naples Fire Rescue District to organize its resources in a manner that allows for effective and efficient service delivery to the public. To ensure effective organizational communication, members should generally adhere to the established chain of command unless there is a good faith and reasonable basis for utilizing an alternate channel of communication.

200.3 SECTIONS

The Fire Chief is responsible for managing the Greater Naples Fire Rescue District. The following Sections make up the Greater Naples Fire Rescue District:

- Administration and Finance Section
- Operations Section
- Fire and Life Safety Section
- Logistics Section
- Human Resources and Growth Management Section
- Training Section

200.3.1 ADMINISTRATION AND FINANCE SECTION

The Administration and Finance Section is directed by a Section Chief and provides administrative support to the Fire Chief; prepares and coordinates the district budget; acts as liaison with the Human Resources Branch regarding recruitment, promotion and performance appraisals; manages information technology systems and payroll functions; and reviews, prepares and presents staff reports to the District, the District staff and District officials.

It is the responsibility of the Administration and Finance Section Chief to prepare and maintain a current organizational chart.

200.3.2 OPERATIONS SECTION SECTION

The Operations Section is directed by a Section Chief. The Operations Section responds to all fire, rescue and medical aid calls for service; manages major disaster responses; and staffs various emergency response apparatus and support units.

The Operations Section may also oversee the management of Control.

Greater Naples Fire Rescue District

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Organizational Structure

200.3.3 FIRE AND LIFE SAFETY SECTION SECTION

The Fire and Life Safety Section is directed by a Fire Marshal. The Fire and Life Safety Section's mission is to engage in investigation, education, prevention and mitigation of fire incidents or accidents.

The Fire and Life Safety Section performs inspections of businesses and occupancies as mandated by applicable law. In addition, the Fire and Life Safety Section may be the lead agency or act as a support service in the investigation of all major fires occurring within the jurisdiction of the Greater Naples Fire Rescue District.

200.3.4 LOGISTICS SECTION

The Logistics Section is directed by a Section Chief. The Section Chief is responsible for the oversight of repairs and maintenance of all facilities, apparatus equipment, protective clothing, and uniforms. The Section Chief oversees the Information Technology group. The section is responsible for providing all station supplies and medical equipment.

200.3.5 HUMAN RESOURCES AND GROWTH MANAGEMENT SECTION

The Human Resources and Growth Management Section is directed by a Section Chief. The Section is responsible for Organizational Research and Development, Strategic Planning, Emergency Preparedness, and Fleet Management. The Section is responsible for the Governing Documents of the District.

200.3.6 TRAINING SECTION

A Section Chief directs the Training Section, and the section consists of four groups:

- Fire Programs
- EMS
- Special Operations
- Health and Safety

The Training Section administers and manages district-wide training programs and safety initiatives to ensure the effectiveness, efficiency, and safety of personnel, maintains training files, records, and reports, and oversees probationary training and evaluation.

200.4 UNITY OF COMMAND

The principles of unity of command ensure efficient supervision and control within the District. Generally, each member is accountable to a single supervisor at any time for a given assignment or responsibility. Except where specifically delegated or where authority exists by virtue of policy or a special assignment (e.g., emergency incidents), any supervisor may temporarily direct the subordinate of another supervisor if an operational need exists.

200.5 CHAIN OF COMMAND

Respect for rank is essential for administrative and operational efficiency. All members of the Greater Naples Fire Rescue District shall adhere to the chain of command. All members shall

Greater Naples Fire Rescue District

Greater Naples Fire Rescue District Policy Manual

Organizational Structure

be thoroughly familiar with the National Incident Management System (NIMS) and the Incident Command System (ICS) and operate within their parameters throughout the duration of all emergency incidents.

A supervising or commanding officer will be identified for each district member. This supervisor/commanding officer is the first step in the organizational chain of command, followed by the next level of commanding officer as set forth in the district's organizational structure. In the event that no supervisory officer is available, rank will be determined by seniority in rank.

Members of the Greater Naples Fire Rescue District shall generally conduct district business through the established chain of command. Members shall consult with and report to their commanding officer/supervisor when making recommendations for changes, alterations or improvements concerning district matters. Members shall forward all reports and recommendations through the chain of command. The submission should include written comments from the member's immediate supervisor to indicate whether he/she approves of the recommendation. No memo or recommendation should be stopped in the chain of command before it reaches its intended destination/officer.

Other than the exceptions set forth below, no member of the Greater Naples Fire Rescue District shall initiate contact with any member of the governing board or with any other local, regional, state or federal official regarding any matter affecting the Greater Naples Fire Rescue District without having first informed the Fire Chief through the chain of command.

200.6 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any district supervisor or person in a position of authority, absent a reasonable and bona fide justification.

A member who believes any written or verbal order to be unlawful or in conflict with another order shall:

- (a) Immediately inform the supervisor issuing the order, and also the member's immediate supervisor or the Fire Chief, of the conflict or error of the order.
- (b) Provide details explaining the grounds for believing there is a conflict or error.
- (c) Request clarification, guidance and direction regarding following the order.
- (d) Request the order in writing, absent exigent circumstances, should the conflict or perceived error be unresolved.
- (e) Respectfully inform the supervisor that he/she intends to disobey what he/she reasonably believes to be a conflicting or unlawful order.

A member's decision to disobey an order that he/she believes to be unlawful is not a bar to discipline should the order be determined as lawful.

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200.7 ALTERNATE CHANNELS OF COMMUNICATION

All members shall endeavor to keep their supervisors informed of any matters that may affect the safety, welfare or operations of the District.

As a general matter, any concern about a workplace situation should first be raised with the member's immediate supervisor. It is recognized, however, that there may be occasions where the use of the established chain of command may not be appropriate. If an issue is of a personal nature, involves a sensitive matter, is of significant importance to the District or involves other members or supervisors, the member may consult directly with the Section Chief, the Fire Chief or a representative of the Human Resources Branch.

Pursuant to the Florida Whistle-blower's Act, all members are free to make or prepare to make, in good faith, any complaint that identifies ethical or legal violations, including fraud, waste, abuse of authority, gross mismanagement, violations of the law or practices that may pose a threat to the health, safety and security of the public or members without fear of actual or threatened discrimination, retaliation or reprisal (§ 112.3187, Fla. Stat.).

Such complaints are not subject to the chain of command and may be made to any supervisor or directly to the Human Resources Branch. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, applicable state law, ordinance or collective bargaining agreement.

Any form of reprisal or retaliation against any member for making or filing a complaint in good faith or for providing testimony or participating in the investigation of a complaint is prohibited. Any member engaging in any form or type of reprisal or retaliation is subject to discipline (see the Anti-Retaliation Policy) (§ 633.532, Fla. Stat.).

200.8 ORGANIZATIONAL STRUCTURE

Emergency Action Plan and Fire Prevention Plan

201.1 PURPOSE AND SCOPE

The purpose of this policy is to provide for member and visitor safety in the event of an emergency at any district facility by developing and maintaining an Emergency Action Plan (EAP) and a Fire Prevention Plan (FPP).

201.2 POLICY

The Greater Naples Fire Rescue District is committed to preparing for natural or human-created emergency incidents and providing for the safety of its members and visitors.

201.3 EMERGENCY ACTION PLAN AND FIRE PREVENTION PLAN

The Human Resources and Growth Management Section Chief will develop and maintain an EAP and FPP to provide for the safety of district members and visitors in the event of an emergency. The EAP and FPP will address all buildings, facilities and regular places of work or visitor access that are controlled by the District. The plan also will address actions that members of the District must take to ensure their safety and that of visitors from fire and other emergencies.

- (a) The EAP shall be in writing and its elements shall include, but are not limited to:
 - (a) Emergency evacuation procedures, including escape procedures and emergency escape route assignments.
 - (b) Procedures to be followed by members who remain to conduct critical facility operations before they evacuate.
 - (c) Procedures to account for all members and visitors after an emergency evacuation has been completed.
 - (d) Rescue and medical duties.
 - (e) Means of reporting fires and other emergencies.
 - (f) Names or job titles of persons or departments that can be contacted for further information or an explanation of duties under the plan.
 - (g) The alarm system that will be used to notify members and visitors in the event of a fire or other emergency situation.
 - (h) The types of evacuations to be used in emergency circumstances.
- (b) The FPP shall be in writing and its elements shall include, but are not limited to:
 - 1. A list of major fire hazards, handling and storage procedures for hazardous materials, potential ignition sources and their control procedures and the type of fire equipment necessary to control the hazard.
 - 2. Names and job titles of persons responsible for maintaining the equipment to prevent or control sources of ignition or fires.
 - 3. Names and job titles of persons responsible for control of fuel source hazards.

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4. Procedures to control the accumulation of flammable and combustible waste.
5. Maintenance procedures for heat-producing equipment to prevent accidental ignition of combustible materials.

(c) The written EAP and FPP shall be kept at each district workplace or facility and shall be made available for member and visitor review.

201.4 TRAINING

The District will provide training supporting the EAP and FPP to all members and also to those persons who become members at the time they are assigned to the facility, as described in the Emergency Action Plan and Fire Prevention Plan Training Policy.

General Orders

202.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process to make immediate changes to district policy. The Greater Naples Fire Rescue District will, as necessary, issue General Orders that will immediately modify or change and supersede the sections of this manual to which they pertain.

202.2 POLICY

It is the policy of the Greater Naples Fire Rescue District to make any immediate changes to policy and procedure in accordance with the current collective bargaining agreement. Generally, the establishment of General Orders is management's prerogative but employee participation may be sought in the development of those orders. It is the policy of the District to comply with any meet-and-confer requirements between labor groups and authorized district representatives.

202.3 RESPONSIBILITIES

The Fire Chief shall issue all General Orders.

All district officers and/or supervisors shall be responsible for communicating General Orders to all members under their command and/or direct supervision.

General Orders will be rescinded upon incorporation into this manual.

All General Orders shall be reviewed periodically to authenticate or determine if they are currently applicable to the mission of the District.

All General Orders shall expire on the established date communicated on the General Order.

Training Policy

203.1 PURPOSE AND SCOPE

It is the policy of this district to administer a training program that will provide for the professional growth and continued development of its members. By doing so, the District will ensure its members possess the knowledge and skills necessary to provide a professional level of service that meets the needs of the community.

203.2 POLICY

The District seeks to provide ongoing training and encourages all members to participate in advanced training and formal education on a continual basis. Training is provided within the confines of funding, the requirements of a given assignment, staffing levels, and legal mandates.

Whenever possible, the District will use courses recognized or presented by the Florida State Fire College, the National Fire Academy, the U.S. Department of Homeland Security, or other accredited entities.

203.3 OBJECTIVES

The objectives of the training program are to:

- (a) Enhance the level of emergency services to the public.
- (b) Increase the technical expertise and overall effectiveness of district members.
- (c) Provide for continued professional development of district members.
- (d) Reduce risk and enhance safety.

203.4 TRAINING PLAN

A training plan will be developed and maintained by the Assistant Chief of Training. It is the responsibility of the Assistant Chief of Training to maintain, review, and update the training plan on an annual basis, ensuring that all mandated training is achieved. All training records will be maintained in accordance with established records retention schedules.

203.4.1 STATE SPECIFIC TRAINING

The training plan shall include training related to mental health awareness, prevention, mitigation, and treatment (§ 112.1815(6), Fla. Stat.).

203.5 TRAINING NEEDS ASSESSMENT

The Assistant Chief of Training will conduct an annual training needs assessment. The needs assessment will be reviewed by command staff. Upon approval by the Fire Chief, the needs assessment will form the basis of the training plan for the following year.

Disclosure of Financial Interests

204.1 PURPOSE AND SCOPE

The purpose of this policy is to provide a uniform method for complying with the state law requirements for filing a statement of financial interests (Form 1) (§ 112.3145, Fla. Stat.; Rule 34-8.202, F.A.C.).

204.2 POLICY

It is the policy of the Greater Naples Fire Rescue District to comply with state requirements regarding disclosure of financial interests.

204.3 DISTRICT RESPONSIBILITIES

The Fire Chief should designate a person to be the statement of financial interests filing officer for the District, who shall be responsible for administering the statement filings, including ensuring timely compliance for filing with the County Supervisor of Elections and maintaining a list of all district members who are required to file a statement (Form 1). Certain financial interests must be disclosed, which may include investments, interests in real property, income and business interests (§ 112.3145, Fla. Stat.; Rule 34-8.202, F.A.C.).

Liability Claims

205.1 PURPOSE AND SCOPE

This policy provides guidelines for the management of all claims, including personal injury and property loss or damage, filed against the District.

205.2 POLICY

It is the policy of this district to evaluate and resolve claims in a timely manner, as appropriate.

205.3 RESPONSIBILITY

The Fire Chief should designate a risk manager to receive, investigate and evaluate any claim for loss or damage received by the District.

Any member of this district who becomes aware of any potential for a claim or lawsuit, or who receives a formal written claim against the District, shall forward the information to the risk manager as soon as practicable.

205.4 RESPONSE TO CLAIMS

The risk manager will investigate all claims for money or damages received and will resolve claims as appropriate and within guidelines approved by the Fire Chief and the district's governing body.

The risk manager should ensure the claim is accepted or timely rejected (§ 768.28(6), Fla. Stat.). Notice of acceptance or rejection should be given to the claimant in writing and in compliance with state law. If a claim is rejected, the notice should state the reason for the rejection.

Electronic Mail

206.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the District.

206.2 POLICY

Greater Naples Fire Rescue District members shall use email in a professional manner in accordance with this policy and the Florida Public Records Act (§ 119.01, Fla. Stat. et seq.).

206.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any district technology system.

The District reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the District, including the district email system, computer network or any information placed into storage on any district system or device. This includes records of all keystrokes or Web-browsing history made at any district computer or over any district network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through district computers, electronic devices or networks.

206.4 RESTRICTED USE

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration or practices of the District.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire district are only to be used for official business-related items that are of particular interest to all users. In the event that a member has questions about sending a particular email communication, the member should seek prior approval from his/her supervisor.

It is a violation of this policy to transmit a message under another member's name or email address or to use the password of another to log into the system unless directed to do so by a supervisor. Members are required to log off the network or secure the workstation when the computer is unattended. This added security measure will minimize the potential misuse of a member's email, name or password.

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206.5 EMAIL RECORD MANAGEMENT

Email may, depending upon the individual content, be a public record under the Florida Public Records Act and must be managed in accordance with the established records retention schedule and in compliance with state law.

The Custodian of Public Records shall ensure that email messages are retained and recoverable as outlined in the Records Management Policy (§ 119.011, Fla. Stat.).

Administrative Communications

207.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines, format and authority levels for the various types of administrative communication documents in existence within the District.

207.2 POLICY

It shall be the policy of the Greater Naples Fire Rescue District to control the use of the name of the District and the use of letterhead, and to ensure that official administrative communications follow a specific format and are released only by persons with the authority to do so.

207.3 PERSONNEL ORDERS

Personnel orders may be issued periodically by the Fire Chief to announce and document promotions, transfers, hiring of new personnel, separations, personnel and group commendations, or other changes in status.

207.4 CORRESPONDENCE

In order to ensure that the letterhead and name of the District are not misused, all external correspondence shall be on district letterhead.

Members of the District may use letterhead only for official business and with approval of their supervisor.

207.5 MEMORANDUMS

Memorandums are a necessary and important component of effective operations at all levels of the District. For the purposes of clarity and to ensure appropriate distribution of written communications, all memorandums between district members shall utilize a standardized format.

Memorandums typically are used to memorialize and/or summarize communication and facts. Memorandums can be generated by a supervisor and sent to subordinates or a group of subordinates to give direction, clarify a policy decision or request an action by another division. A memorandum also may be written by line-level members to communicate information. If the recipient is of higher rank than the member's immediate supervisor or is outside the District, the information should be approved by the proper chain of command before being forwarded to the recipient.

Recommendations for a standardized district memorandum format include:

- A standard heading, including the name of the District.
- The date of the memorandum.
- The intended recipient of the memorandum.
- The name, rank and division of the District member creating the memorandum.

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- A brief statement of the subject of the memorandum.

207.6 FACSIMILE COVER SHEETS

All outgoing facsimile transmissions should include a standard district cover sheet as the first page of the transmission. The name of the member sending the facsimile should be clearly printed on the cover sheet along with all other pertinent information.

207.7 SURVEYS

All surveys made in the name of the District shall be authorized by the Fire Chief or the authorized designee.

207.8 EMAIL

The District may use e-mail as an official document to transmit information to the Fire District. This may be for internal and external communication.

207.9 FIRE DISTRICT WEBSITE

The Fire District may use the Greater Naples Fire Rescue District Website as an official means of communication. Employees will be responsible to check the website each duty day or work day at least one time for official communication.

Minimum Staffing Levels

208.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for unit staffing levels based on daily operational needs, and unique local or regional circumstances, consistent with any collective bargaining agreement.

Staffing levels may be established through adopted Standards of Cover or at levels approved by the Authority Having Jurisdiction (AHJ), the Fire Chief and any collective bargaining agreement.

208.1.1 DEFINITIONS

Definitions related to this policy include:

Qualified - Any member who has satisfactorily met the requirements for the position (e.g., driver engineer, Company Officer), either through promotional examination or a training program approved by the District.

Out of class assignment - Any situation in which a member of the District functions in a rank above his/her normal position description and job duties.

208.2 POLICY

The District balances the member's needs and wishes with the need to have flexibility and discretion in using personnel to meet operational needs. While balance is desirable, the principle concern is the need to meet the operational requirements of the District.

208.3 OUT OF CLASS ASSIGNMENTS AND SUPERVISION

In order to accommodate operational flexibility and other unforeseen circumstances, any driver engineer, if qualified, may be used as a Company Officer for a limited time consistent with any existing and applicable collective bargaining agreement.

With prior authorization from the Section Chief or the authorized designee, a qualified Company Officer may act as the Battalion Chief for a limited time.

Decisions regarding supervision should result in each firefighter and driver engineer being supervised by a single Company Officer or acting Company Officer. Each Company Officer should be supervised by a Battalion Chief or an acting Battalion Chief.

208.4 MINIMUM STAFFING GUIDELINES

In order to meet operational needs, the following minimum staffing guidelines should be followed whenever practicable:

- (a) Engine companies should be comprised of a minimum of one Company Officer, one driver engineer and one firefighter.
- (b) Ladder trucks or aerial units should be comprised of a minimum of one Company Officer, one driver engineer and one firefighter.

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(c) Rescue squads should be staffed with two firefighters.

If staffing falls below minimum guideline levels, the Battalion Chief shall have the authority to call back a sufficient number of personnel to fill vacancies. This includes holding over personnel from a previous shift.

The Company Officer is responsible for promptly notifying the Battalion Chief in the event that the number of available on-duty personnel falls below the recommended minimum staffing guidelines.

Should a situation arise where an apparatus responds with less than the minimum number of qualified personnel, the officer in charge should notify Control that the unit is understaffed and request that an additional unit respond, if necessary.

Post-Incident Analysis

209.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a uniform Post-Incident Analysis (PIA) to identify strengths and weaknesses within the District. This policy describes the various types of PIA that can be used in the evaluation of district performance. A PIA may also be used to identify equipment needs, staffing deficiencies and training needs. The information collected during the PIA process also may be useful in justifying future funding requests for equipment, personnel and/or training.

209.2 POLICY

The PIA is a valuable tool to improve the overall operations of the fire service. It is the policy of this district to use the PIA as a tool for Incident Commanders (ICs), Fire Marshals, Battalion Chiefs, Shift Commanders and command staff to identify areas of strength and weakness within the District on an incident-by-incident basis, for the purpose of continuous improvement.

The PIA may additionally be utilized in district-wide training to communicate continuous improvement of emergency scene operations and fireground safety.

209.2.1 RESPONSIBILITIES

The ICs, Fire Marshals, Battalion Chiefs, and command staff have shared responsibility for the overall effectiveness of the PIA process.

The IC should informally analyze every incident to improve personnel, unit and system performance. After every major incident or special event, the IC should develop a PIA to determine strengths, weaknesses and lessons learned about the incident operation.

Anyone may request a PIA of a particular incident. Any PIA requests must be made through the chain of command.

Any significant safety issue that is identified in the PIA should be addressed immediately, if it was not already resolved prior to the PIA being completed. If appropriate, a report should be sent to the International Association of Fire Chiefs (IAFC) Near-Miss Reporting System on any significant safety issues.

209.3 POST-INCIDENT ANALYSIS

A PIA should be completed within 30 days of an incident and may result in recommendations for changes to procedures, staffing, equipment use, policy and/or training to better enable the District to serve the community.

A PIA should include lessons learned from the observation of effective and efficient methods of mitigating a major incident. These include all strategic decisions, operational issues, built-in fire protection devices and anything else that assisted in mitigating the incident.

(a) A PIA may include:

1. Evaluation of the overall operational effectiveness.

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2. Evaluation of safety procedures.
3. Evaluation of the success or failure of tactical objectives.
4. Evaluation of the application and effectiveness of policies and/or procedures.
5. Specific knowledge that might be beneficial.

(b) The information gained from a PIA should be used by Company Officers and staff teams to:

1. Reinforce the incident management system.
2. Evaluate current training programs and/or identify training needs.
3. Evaluate current policies and procedures.
4. Identify and prioritize planning needs for the future.
5. Identify equipment problems/concerns.
6. Evaluate fire prevention inspection and public education effectiveness.

209.4 TYPES OF POST-INCIDENT ANALYSIS

209.4.1 HOT WASH

An incident “hot wash” should be performed at the incident scene prior to the release of equipment or personnel. A hot wash is a meeting of all involved personnel on-scene. It is an informal briefing of the incident, the actions taken and problems encountered. An IC may present an analysis with key companies or crews while they are on-scene. The advantage to this is that crews are present and all aspects of the call are still fresh. One disadvantage to a hot wash might occur at medical incidents, when some members may be caring for patients and are unable to participate.

If the analysis takes place while on-scene, it is the responsibility of the IC to:

- Meet in a safe area, even if it requires relocating to another area.
- Ensure that the meeting area is inaccessible by the public and media.
- Consider the impact of company downtime.
- Consider public perception.

209.4.2 INFORMAL PIA

An informal PIA is used following smaller multi-company incidents, such as structure fires, medical incidents or special operations incidents. The IC or a designated representative should arrange for and conduct the informal analysis.

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209.4.3 COMPANY-LEVEL PIA

A company-level PIA is highly encouraged and should be a standard communication tool for all Company Officers. It is appropriate for significant incidents involving single companies as well as multiple-company stations where more than one company participated in the incident.

Company-level analysis promotes unity and teamwork, enhances communication, improves company performance and is a useful tool for evaluating the health and welfare of crew members following certain traumatic incidents. A company-level PIA can take place while at the fire station or any location that provides privacy.

209.4.4 FORMAL PIA

- (a) A formal PIA should be conducted following all:
 1. Multiple-alarm structure fires.
 2. Multiple-alarm brush fires.
 3. Multiple-alarm Emergency Medical Services (EMS) incidents.
 4. Multiple-alarm special operations incidents.
 5. Major disaster drills.
 6. Unusual incidents identified by the IC or other staff officers.
- (b) A formal PIA should be considered for:
 1. A building fire in which three or more rooms are severely damaged by fire, or where unusual extinguishment problems existed.
 2. Any incident in which an unusual event occurs (e.g., explosion, collapse).
 3. Any fire resulting in a fatality.
 4. Any fire resulting in injury to firefighters that is serious enough to require transport to a medical facility.
 5. Any "close call" incident where firefighters could have been injured.
 6. Any hazardous materials incident with multi-company involvement.
 7. Any specialty rescue operation with multi-company involvement.
 8. Any incident, at the IC's discretion or at the request of a Company Officer.
- (c) The Training Section Section Chief is responsible for scheduling and facilitating the presentation of all formal PIAs. This will include:
 1. Setting a presentation date and location within three days (whenever possible) of the incident.
 2. Supervising the completion of an incident analysis packet that should include a summary of the incident, drawings and identification of any lessons learned.

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3. Developing a written After Action Report (AAR) summarizing the PIA and submitting it to the Fire Chief for approval and distribution.
4. Notifying Shift Commanders.
5. Coordinating/scheduling with other departments or outside agencies that worked the incident.
6. Arranging move-up and/or cover companies from other departments.

The Shift Commander is responsible for notifications to all members of the shift who are scheduled to attend the PIA. All members should be notified within one week if a formal PIA is being arranged to allow them to prepare or gather any necessary documentation.

Copies of the AAR should be posted at each fire station for all personnel to review.

A copy of all PIAs and AARs shall be forwarded to the Fire Chief for approval prior to distribution, including any determinations or conclusions reached through the PIA presentations.

Annual Planning Master Calendar

210.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure the development of a master schedule of annual activities that will assist with the overall planning and coordination of district resources, training and other activities.

210.1.1 DEFINITIONS

Definitions related to this policy include:

Target hazard - A building or occupancy that is unusually dangerous in terms of life loss, or that has a high potential for property damage. A target hazard is often the subject of a target hazard assessment and training by virtue of its potential to overload equipment and personnel resources; involve atypical hazards; require special technical advice; require a multi-agency response; involve complex firefighting operations; and have a significant impact on the community if the building or occupancy were destroyed.

210.2 POLICY

The Greater Naples Fire Rescue District will establish, update and maintain a master schedule of annual activities to facilitate the overall planning and coordination of activities and resources.

210.3 RESPONSIBILITIES

The Planning Section Chief is responsible for creating and maintaining a calendar that includes a schedule of all training required in compliance with state and federal regulations, required inspections and other significant activities. The calendar should include at a minimum:

- (a) All necessary National Incident Management System (NIMS) training and any safety training required by the State of Florida.
- (b) All required Emergency Medical Technician (EMT) and EMT-Paramedic (EMT-P) recertification training as necessary to meet the Florida Department of Health (DOH) or National Registry requirements.
- (c) Training required for maintaining certifications and competencies in job-specific duties and functions, including emergency response roles, the Incident Command System (ICS) and other training recognized or provided by the Bureau of Fire Standards and Training (BFST), in addition to hazardous material training, wildland interface training and target hazard training as required by federal, state and local law or regulatory agency. Training may include manipulative exercises, didactic classroom work and simulations.
- (d) An annual vehicle inventory.
- (e) An inspection and review of all plot plans and pre-fire plans.
- (f) Protective clothing inspections.
- (g) Self-contained breathing apparatus (SCBA) inspections and testing.

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- (h) Hose and ladder inspection, including aerial inspections.
- (i) Vehicle and pump capacity inspection and testing.
- (j) Annual medical evaluation of personnel.
- (k) Annual quantitative and qualitative fit testing of respiratory protection devices.
- (l) All other training and inspections required by any federal, Florida or local agency.

Solicitation of Funds

211.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that fundraising activities associated with the District are consistent with its mission, values and legal status. This policy applies to all fundraising activities involving the District or the use of the District name, insignias, equipment or facilities.

211.1.1 DEFINITIONS

Definitions related to this policy include:

Fundraising - The collection of money through donations, sales or event programming for the purpose of charitable donation or organizational budget enhancement.

211.2 POLICY

It shall be the policy of this district that all fundraising activities involving on-duty members or use of district equipment for the financial benefit of the District must be authorized by the Fire Chief or the authorized designee prior to initiating solicitations.

Authorized fundraising activities should not indicate or imply that a donation will influence services provided by the District. Members engaged in fundraising activities are expected to act ethically regarding the solicitation of funds, the interaction with donors or potential donors and the maintenance of fundraising records.

Members are prohibited from soliciting any goods or services from local businesses, groups or individuals for the purpose of providing incentives, prizes or giveaways to attendees of district-sponsored or hosted events, or to events when members attend as representatives of the District.

211.3 GUIDELINES

Fundraising activities or events involving the District should incorporate:

- (a) Compliance with applicable federal, state and local laws and regulations, including the Solicitation of Contributions Act (§ 496.401, Fla. Stat. et seq.).
- (b) Compliance with district and governing-body policies.
- (c) A benefit to the District that is consistent with the District mission.
- (d) An accurate description of the purpose for which funds are requested.
- (e) A limitation on the frequency of solicitations to avoid placing undue pressure on donors.
- (f) Identification of the individual soliciting funds as a volunteer, a member of this district or a hired solicitor.
- (g) An admonishment that encourages donors to seek independent advice if there is reason to believe that a proposed gift might significantly affect the donor's financial position, taxable income or relationship with other family members.

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- (h) The assurance that donor requests to limit the frequency of contacts, to prohibit solicitation by telephone or other technology, and to reduce or cease sending printed or electronically transmitted material concerning the District will be honored.
- (i) Respect of donors' privacy and a commitment that the District will not sell donors' names and contact information.

Commercial or corporate sponsorship of fundraising activities or events may be allowed provided that it has been preapproved by the Fire Chief or the authorized designee.

211.4 DISTRICT-SPONSORED EVENTS

The following also apply to district-sponsored fundraising events:

- (a) Fundraising events should be clearly identified by a sign indicating the name, product, service, price and purpose of the event.
- (b) At least one member should be present during the entire event.
- (c) Individuals participating in the event should be briefed and supervised to ensure their activities are consistent with this policy.
- (d) Individuals participating in the event should not be compensated by a commission or a percentage of the amount collected.
- (e) Funds raised should be deposited no later than the next business day.
- (f) All donors should receive a receipt for the amount of their donation. In efforts involving a less formal "drop" collection, receipts need not be issued unless requested.
- (g) Fundraising activities should not delay emergency response or otherwise compromise the mission of the organization.
- (h) Fundraising that takes place on public-owned or private property will be done with the knowledge and approval of the property custodian or owner.
- (i) Fundraising that occurs on public ways or near roadways will be coordinated with the responsible law enforcement agency for the protection of pedestrians, motorists and event participants. Proper safety apparel shall be worn when in roadways or traffic areas.

211.5 FUNDRAISING ON BEHALF OF OTHERS

Fundraising for the benefit of a nonprofit charitable third party (e.g., blood drive, burn victims, surviving families) having no direct affiliation with the District is permissible provided that the fundraising standards and event prerequisites listed above are followed.

Any materials associated with a third-party fundraising activity shall be approved by the Fire Chief or the authorized designee prior to the activity. In addition, there should be a written agreement between the District and the organizers of the activity that includes:

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- (a) Written verification that the event is for a charitable purpose.
- (b) Assignment of responsibility to the organizers for all direct costs incurred for the event.
- (c) Assignment of responsibility to the organizers for the collection and reporting of any applicable taxes.
- (d) Written instructions regarding the maintenance of funds raised on behalf of others. The funds shall be maintained in a separate fund and not commingled with other district funds.

The District reserves the right to require additional conditions including, but not limited to, evidence of insurance coverage or appropriate indemnification.



GREATER NAPLES FIRE RESCUE DISTRICT STANDARD OPERATING GUIDELINES

Approved:

9/28/2016

Revised:

1/9/2017

4/13/2020

SOG # 101.4
Organizational Chart and Chain of Command

Purpose

To establish an Organizational Chart that complies with the National Incident Management System (NIMS) model and provide a Chain-of-Command Structure for current and future operations of the Fire District.

Guideline

Organizational Chart

1. Provides a NIMS compliant organization.
2. Demonstrates Sections and Branches of the Organization.
3. Section structure may be updated to fit organizational modifications of the Fire District.

Chain of Command

1. The Chain-of-Command demonstrates increasing levels of authority and responsibility to the public and employees. Beginning at the base and rising through supervisors, Chief Officers and Directors, Fire Chief, and culminating with the Board of Commissioners.
2. The Chain-of-Command provides employees a reference in working relationships and reinforces the principle of unity-of-command.
3. The Chain-of-Command format delineates supervisor and subordinate relationships within the organization. This aids in emergency and non-emergency operations.
4. Employees should abide by Chain-of-Command direction, only going outside the Chain-of-Command for prescribed policies, procedure, rules and regulations, emergent conditions, etc.

Intelligence/Investigations Function Field Operations Guide

The I/I FFOG assists those implementing the I/I Function as a Section within an incident command structure during incidents or planned events, regardless of type, cause, size, location, or complexity. The I/I FFOG describes the I/I Function, as a General Staff Section to illustrate the potential tasks and responsibilities within the I/I Section.

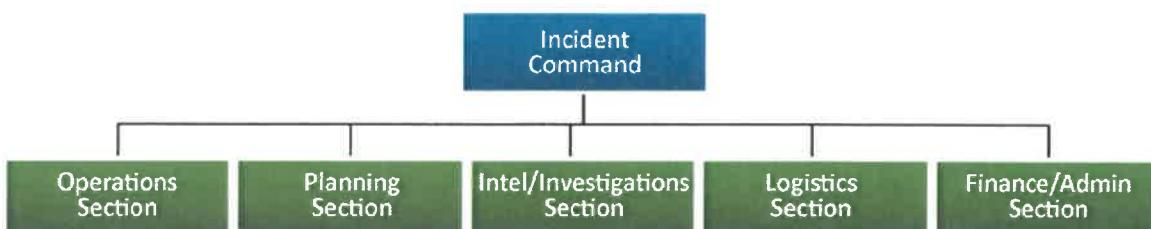


Figure 3: Intelligence/Investigations as a General Staff Section

The I/I FFOG does not replace emergency operations plans, laws, regulations, or ordinances. Rather, it provides guidance for personnel assigned to an incident or planned event. The information contained in the I/I FFOG supplements the user's experience, training, and knowledge in the performance of intelligence/investigations activities. It also provides a model for organizing and managing intelligence/investigations operations and activities.

The contents of this I/I FFOG are not a substitute for required formal training, intelligence/investigations operations experience, and good judgment. Personnel using the I/I FFOG should have a comprehensive understanding of NIMS and ICS to ensure that they can effectively set up and operate an I/I Section. All agencies and jurisdictions should ensure that responders receive adequate and appropriate training to perform their assigned I/I Section duties and tasks.

Traditional law enforcement often uses the I/I Section to investigate incidents involving possible criminal or terrorist acts. However, many other investigative entities can use the I/I Function, including fire services (fire cause and origin), public health (disease outbreaks), medical examiner/coroner (mass fatality), the National Transportation Safety Board (transportation incidents), and the Environmental Protection Agency (oil spills). No matter what the nature or type of incident, personnel managing and performing intelligence/investigations activities must always comply with applicable statutes, case law, ordinances, regulations, and policies. Furthermore, the techniques they use must be authorized and lawful. Personnel managing and performing intelligence/investigations activities must realize that a violation of Federal, state, or local laws, regulations, or policies may have significant adverse consequences, including the suppression of critical evidence and personal civil liability.

The first part of the I/I FFOG provides an overview of the I/I Section as a whole and discusses aspects (e.g., setup, planning, logistics/communications, resource management, and coordination) that apply to the General Staff Section level of the I/I Function. The second part of the I/I FFOG provides more information on Groups and liaisons, coordination, and relevant task areas that can be set up under the I/I Section.



GREATER NAPLES FIRE RESCUE DISTRICT STANDARD OPERATING GUIDELINES

Approved:
9/19/2018

SOG # 124.5
Pre-Incident Planning Program

Revised:

Purpose

To provide a standardized method to gather valuable information about an occupancy which can improve the ability of firefighters to respond effectively to a fire or other emergency at that location.

Background - Pre-incident planning addresses vital fire protection concerns, such as: structure layout including access, contents, construction details, types and locations of built-in fire protection systems. It includes all data which can have an impact on decisions or actions taken during an emergency. Pre-incident planning should be a joint venture between emergency services personnel and the occupants/owners of the property.

This guideline identifies the roles and responsibilities for fire companies, and dispatch for deployment in pre-planning for emergencies including: Occupancy selection, Tactical Premise entry into the Computer Aided Dispatch (CAD) system, and record keeping.

Guideline

The District shall identify a Pre-Plan Coordinator for the purpose of overseeing the program.

All commercial, industrial, institutional, and residential occupancies greater than four units will be pre-fire planned at a minimum every three years. Company Officers will be assigned four buildings per month by the Shift Commander in their first due response zone. Once the company officer has been assigned an appropriate site for a pre-plan, he/she should meet the owner/occupant at the selected site and, together with the owner/occupant, complete the draft pre-plan form. The Shift Commander and Pre-Plan Coordinator shall keep a list of facilities in process to ensure a duplicate effort is not being developed. A copy will be kept by the Company Officer.

The company officer is expected to make every pre-plan a training opportunity. Pre-fire planning guidelines can be found in the NFPA Guideline 1620 Standard for Pre-Incident Planning. Pre-plan information should be shared with the other shifts in the station and will be made available to responding personnel in electronic or hard copy. Hard copies will be distributed by the Operations Section Administrative Assistant.

During the pre-plan, the company will fill out the Tactical Premise Pre-Plan worksheet available in the forms section of the District website. Companies will include up to date notes and sketches which will be used in the CAD mobile data terminals. When the company returns to quarters, the sketches and information on the Tactical Premise worksheet is entered into the Pre-Plan in the station computer. Personnel will use software "VISIO" for their drawings. Once the Pre-Plan is

complete, the Pre-Plan Coordinator shall retain a master copy, then provide a PDF copy for entry into the CAD system. District pre-plans will be provided by the Operations Sections Chief to Collier County Communications and will be placed in the mapping of Collier County Sheriff's Office (CCSO). The pre-plans will be located under the premise hazard tab of the incident screen.



GREATER NAPLES FIRE RESCUE DISTRICT STANDARD OPERATING GUIDELINES

Approved:
4/29/2016

SOG # 101.13
Fire District Communications

Revised:

Purpose

Provide a standard for the different mediums of communication used by the District. This District Communication Guideline is not all inclusive, but representative of the standard District written communication methods.

Guideline

Policy: District policies are formulated and promulgated by the Fire Chief and staff, with final approval and implementation by act of the Board of Fire Commissioners.

Standard Operating Guideline (SOG): District SOG's are formulated and promulgated by the Fire Chief and staff to provide guidance in application of administrative, operational objectives, and the day-to-day or emergency response operations. SOG's are general direction in which adherence on a daily basis is essential to Operations of the Fire District.

General Order: District issued General Orders are developed by the Command Staff, and promulgated by the Fire Chief, to enhance District policies and procedures, rules or regulations or other mediums of communications to provide guidance over a series of Sections, Branches or organizational functions. A General Order may give direction to individuals or the entire District for an action to take place. For example: Flags at half-staff or all personnel shall wear a Class B uniform on fixed date.

General Orders will generally include a sunset date or be promulgated into District Policy or SOG. Unless otherwise specified, General Orders shall expire one year from the date of issue.

Memorandum (Memo): Memorandums are official documents of the Fire District formulated by the Command Staff and promulgated by the Fire Chief. Memorandums are general in nature, providing updated information about the District such as personnel and benevolent announcements, promotions or special events for example.

Directive (Verbal): Directives are issued by an Officer or Supervisor to subordinates to ensure policies, procedures, guidelines, general orders, and memorandums (for example) are carried out. Directives are orders that shall be stated clearly and directly to subordinate personnel of expectations necessary to meet core values of the District. Unless Directives are illegal or cause immediate danger to life and health of the employee, they shall be followed.

Directives are often referred to as a lawful order. In the absence of policy, procedure, guidelines, general orders or memorandums, etc., Directives serve as the last means of order for employees. Directives may come from any rank or authority to a lower rank; hereby, completing the chain-of-command.

Direction (Verbal): Direction is given by an Officer or Supervisor to a subordinate to provide guidance in decision making and/or accomplishment of tasks.

E-Mail: The District may use e-mail as an official document to transmit information to the Fire District. This may be for internal and external communication.

Fire District Website: The Fire District may use the Greater Naples Fire Rescue District Website as an official means of communication. Employees will be responsible to check the website each duty day or work day at least one time for official communication.



GREATER NAPLES FIRE RESCUE DISTRICT STANDARD OPERATING GUIDELINES

SOG # 107.5

Requests for Training

Approved:
1/30/2015

Revised:

Purpose

To establish a procedure for requesting training involving District personnel.

Guideline

The Greater Naples Fire Rescue District (GNFD) promotes current and innovative training concepts benefiting the employee and the organization. The District also promotes interoperation training techniques from outside agencies.

1. Internal Training Requests

- A. All training requests from employees of GNFD shall utilize the Chain-of-Command to communicate all requests. Requests for training shall include the following information:
 - a. Topic or type of training being requested.
 - b. Name of the requestor.
 - c. Resources needed to facilitate the request.
- B. If the type of training requires assistance from the Training Branch; the Managers (e.g., Shift Commander, Fire Marshal) shall communicate all training requests made by subordinate-level personnel using the District's email system. If the training request does not require assistance from the Training Branch and can be handled internally within the Section of request, then the Section Manager will provide the following information:
 - a. Training approval/denial.
 - b. If approved; date the training will be conducted.
 - c. If denied; reason for the denial.

2. Outside Training Requests

- A. All requests for training from outside agencies shall be communicated through the Training Branch. The Training Branch shall receive approval from the Fire Chief or designee before conducting any outside training functions. Once approved, the Training Branch shall communicate the following information:
 - a. Acknowledgement of training request.
 - b. Date(s) of training instruction and delivery.
 - c. Resources required to conduct training.

- d. Any other information that may be required to complete training functions (e.g., waiver of liability, pre-training certification requirements, sample testing).

3. Employees Request to Conduct Training

- A. Greater Naples Fire Rescue District employees requesting to conduct training shall submit the following information to their Section Manager:
 - a. Type of training being conducted.
 - b. Purpose of the training.
 - c. Syllabus and/or lesson plan for the training.
 - d. Location of the proposed training.
 - e. If necessary, written approval from the establishment where the training will be conducted (e.g., water plant, church, hospital).
 - f. Name of the requestor.
 - g. Date(s) of proposed training.
- B. Response to employee request for training delivery shall be communicated using District email through the Section Manager to the requesting employee.
 - a. Approval/denial of training request.
 - b. If denied; reason for denial.
 - c. If approved; provide date(s) approved and method and delivery of approval.

4. Approved Training Requests

- A. All approved training requests shall be communicated from the Section Manager to all parties participating in the training program.
- B. If the Training Branch is the approving authority; the Training Branch shall incorporate the training program into the training calendar and notify all District Officers of the approved training and its contents.



GREATER NAPLES FIRE RESCUE DISTRICT STANDARD OPERATING GUIDELINES

Approved:
10/21/2013

SOG # 101.6
District Communications (Written)

Revised:
06/13/2014
11/24/2015
10/25/2018

Purpose

To establish the process for transmitting written information both internally and externally.

Guideline

1. Memorandums shall be issued as an official notification by a Command Staff Member for internal distribution only.
 - A. Only the template approved by the Fire Chief shall be used for Memorandums.
 - a. Times New Roman- 12 font shall be utilized.
 - B. Memorandums shall be numbered by the last two digits of the year followed by a dash and the next sequential number.
 - a. Confidential memorandums do not require numbering.
 - C. All completed memorandums shall be routed to the Office of the Fire Chief to be approved for completeness and formatting, issued a number and readied for distribution.
 - D. Memorandums shall be posted as a notice and emailed to designated recipients and then filed in the District's Share Folder for easy reference by the Office of the Fire Chief.
 - a. Confidential memorandums shall be kept in a confidential file by the Command Staff Member.
2. All external District correspondence regarding official District business shall be prepared on District Letterhead and approved by the Fire Chief. Any other use of District letterhead shall be approved by a Section Manager.
 - A. Formatting shall include:
 - a. Times New Roman- 12 font shall be utilized.
 - B. Any correspondence sent on District letterhead shall be reviewed by the Section Manager prior to mailing.
 - C. For all letters generated within a Section, the Section Manager shall be copied (cc). For all letters generated by a Section Manager, the Fire Chief shall be copied. The Section Manager shall keep the Fire Chief informed of any significant correspondence being distributed from their Section.

- D. All correspondence shall adhere to a business letter format and shall indicate if typed by someone other than the signer by placing the initials of the signer in capital letters followed by a slash and the typist's initials in lower case letters. For example: ABC/cba
- E. The Fire and Life Safety Branch shall utilize a separate letterhead approved by the Fire Chief to indicate the address of the Section.
- F. Each Section shall be responsible for keeping a record of all correspondence sent on District letterhead.

3. All finalized written district communication shall be protected (pdf) before distribution.



GREATER NAPLES FIRE RESCUE DISTRICT STANDARD OPERATING GUIDELINES

Approved:

5/22/2019

Revised:

04/16/2020

08/26/2020

10/19/2020

SOG # 361.1

Post Incident Analysis

Purpose

To provide mechanisms for objectively analyzing multi-company, complex, unusual, multi-jurisdictional, or large-scale fire rescue operations in a post emergency environment. To additionally provide a review and development process through which improved methods and operations may be realized, as well as, to identify ways to improve effectiveness, proficiency, training, and standard operating procedures in all fire rescue operations.

A Post Incident Analysis (PIA) is an opportunity to become more effective. However, in the quest to learn, we should not shy away from discussing concerns that make us uncomfortable. The PIA can provide valuable insight to personnel by giving them an opportunity to evaluate scene response in the calm of the classroom and with the benefit of hindsight.

Definition

The post-incident analysis (PIA) is a review of a given operation to determine the events that occurred, the strategy and tactics employed, the tasks chosen, and their results.

Guideline

a. PIA Types

- i. **Hot Wash** – A hot wash is typically performed as quickly as possible after the incident or event. It is the most informal post incident review process and involves a quick discussion with participants to identify strengths and weaknesses of the response. It should be performed by the Incident Commander at each significant event that does not require a PIA.
 1. A Fire Rescue Post Incident Analysis Outcome Report should be completed within seven (7) days of the hot wash, and distributed to the training division and other appropriate staff.
- ii. **Formal PIA** – This type of PIA is usually structured as a formal meeting. It is most often for large, more complex incidents. A time and place are scheduled for the PIA and all response personnel related to the incident are expected to attend. In events that are very large in size and scope, it may not be practical to have all participants attend due to the logistics of such. In these cases, smaller segmented PIA's may take place both before and after the formal way in an effort to share information, with officers in charge of incident portions attending the more formal PIA. A Fire Rescue Post Incident Analysis Outcome Report, should be completed within a reasonable time from the

date of incident.

1. In some cases, with large events involving a number of agencies, separate PIA's will be held by each discipline, with an interdisciplinary PIA held where representatives would gather to discuss their findings. The overall Incident Commander would then distribute the findings and reports to the various entities for handling as they see fit.

b. Triggering Events

Incident/Event Type	Most Applicable Instrument	Typically Conducted By
<ul style="list-style-type: none">- Structure fires (single alarm)- MCI's- Haz Mat Team Operations beyond normal gas leak and fuel spill operations- TRT team operations- Complicated extrications	HOT WASH	Incident Commander / Battalion Commander
<ul style="list-style-type: none">- Major incident (noteworthy, unusual, large dollar loss, etc.)- Serious injury or death of a Fire Rescue employee- Multiple civilian fire casualties- Second alarm or greater response- Extraordinary fire loss (e.g. total loss of the commercial structure)- Incidents that require long-term commitment of resources- Level II MCI or greater- Incidents of an unusual nature- Incidents requiring EOC activation- Response to natural disasters- Long-term incidents- Other events and incidents as directed by the Fire Chief or designee	FORMAL PIA	Staff Officer or Professional Development Officer as designated by Chief of or designee

I. Conducting the PIA

- a. Unless otherwise directed by the Chief or Operations Chief, the Incident Commander/Battalion Commander will determine if the process should be formal or informal. The primary incident commander shall initiate the discussion, but may opt to let various members of the incident command team lead their portion. While it may be beneficial that a chronology of events be discussed, the development of such is not a core outcome. In some events, it is not essential that every member chronicle every individual action taken.
- b. Command Staff members may attend a PIA even though they may have not been directly involved in the incident.
- c. Careful attention should be provided in an effort to identify and remedy ineffective standard operating procedures, near miss episodes related to safety, equipment gaps, equipment failures, problems with operational protocols, and lessons learned, as well as looking for effective actions and behaviors that contributed to a successful outcome.
- d. When possible, the use of current technological resources (i.e. dispatch audio tape recordings, photos, video tapes, etc.) is recommended in order to enhance the quality of the PIA.
- e. Completed post incident analysis documents/reports shall be submitted through the chain of command to the Chief of Operations for review prior to the final dissemination.
- f. **Hot Wash** – A quick, informal debriefing and review of on-scene actions and operations.
 - i. Should be conducted by the Incident Commander / Battalion Commander.
 - ii. Should be conducted when possible immediately after the incident.
 - iii. Should be relatively informal and should allow for participation of all involved.
 - iv. Facilitator should take notes and later transfer them to post incident form.
 - v. Hot wash form, when completed, should be forwarded to the Operations Chief(s), Professional Development Section, and other appropriate staff members.
- g. **Formal PIA** – A more detailed and in-depth analysis an on-scene actions and operations. Facilitated by staff officer or training division officer as designated by Chief of Operations.
 - i. Under normal circumstances should be completed within a reasonable time from date of incident.
 - ii. A review of the general details and description of the operations involved are presented first. Discussion should then be opened for questions and answers and expression of opinions from all those present at the post incident analysis. Emphasis must be on overall operational improvement and viewed as a learning experience.
 - iii. Fire rescue operations should be discussed in chronological order by allowing the involved personnel to recount and discuss their observations and actions in the order of their arrival on scene.

- iv. Discussions of fire ground activity should focus on functional units (company level). Individual performance should be reviewed by company officers as appropriate.
- v. Staff officers of any department that have a relationship to the incident or their designs should be notified, attend, and participate in the post incident analysis.
- vi. The following areas of operation should be addressed to ensure they were implemented and effectively utilized as identified by District, and/or regional SOG's and policies:
 - 1. Standardized accountability
 - 2. Communications procedures
 - 3. Incident command procedures
 - 4. Mutual aid procedures
 - 5. Mayday procedures
 - 6. Mass casualty incident procedures
 - 7. Special operations team guidelines and procedures
 - 8. Rapid intervention team procedures
 - 9. Safety procedures
- vii. A copy of the audiotape may be requested from Communications to assist with the post incident analysis.
- viii. Non-fire rescue agencies who were involved with the incident should be allowed to participate and describe their involvement when appropriate.

II. The Post Incident Analysis Outcome Report

- a. The Post Incident Analysis Outcome Report shall be completed by the Incident Commander/Battalion Commander. Completed PIA forms shall be forward to the Operations Section Chief for review and appropriate record keeping

GNFD Post Incident Analysis

Outcome Report

(Please provide comments in all areas of the form.
If not applicable, mark N/A.)

Section I – Incident Data				
Incident Date:	Alarm Number:	Alarm Time:		
Incident Location:				
Units Responding/Staffing:				
Construction Type (Circle One)				
<input type="checkbox"/> Fire-Resistive	<input type="checkbox"/> Non-Combustible	<input type="checkbox"/> Ordinary	<input type="checkbox"/> Heavy Timber	<input type="checkbox"/> Wood-Framed
Weather (List any unusual conditions):				
Pre-Plan Information Available? (Circle One) <input type="checkbox"/> Yes <input type="checkbox"/> No		Was the Pre-Plan Information Used? (Circle One) <input type="checkbox"/> Yes <input type="checkbox"/> No		
If Pre-Plan information wasn't available or used, list why:				
<input type="checkbox"/> Response Delays? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list why:			
<input type="checkbox"/> Transfer of Command? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, list "From/To":			
Initial Strategy (Circle One)				
<input type="checkbox"/> Investigation Mode	<input type="checkbox"/> Fast Attack	<input type="checkbox"/> Offensive	<input type="checkbox"/> Defensive	<input type="checkbox"/> Traditional
Section II – Benchmarks				
Section II.A – People				
<input type="checkbox"/> Use of accountability system? <input type="checkbox"/> Yes <input type="checkbox"/> No	If no, list why:			

Readiness level of RIT:	
Sufficient staffing in reserve or staging? Yes No	If no, list why:
Safety Officer effectiveness: Yes No	If no, list why:
Rehab established? Yes No	If no, list why:
Section II.B – Tactics/Strategy	
Size up:	
Risk Assessment:	
Identification of Hazards:	
Water supply:	
Forcible Entry:	

Search/Rescue completed: Yes No	If yes, list Primary :
	If yes, list Secondary :
	If no, list why:
Line Placement:	
Staging? Yes No	If yes, list location and separate channel:
Use of Thermal Imager (TIC)? Yes No	If no, list why:
Ventilation:	
Exposures:	
Securing of Utilities? Yes No	If no, list why:
Occupant Services:	

Patient Care:	
Section II.C – Command/Control	
Effectiveness of Command Structure:	
Transition from Offense to Defense:	
Use of Staff Support?	
Interface with Other Agencies:	
Section III Communications	
Effectiveness of Communication Structure:	
(1) Communication Structure supported incident objectives	
(2) Communication Plan provided for ease of information flow	
(3) Staging placed on separate tactical channel () Yes or () No	
(4) Clarity level of interior operations communicating with Operations or Command	
NOTES:	
Tactical Channel(s) used during Incident:	
Communication Concerns / Areas for Improvement	
Communication Interface with Other Agencies:	

Section IV – Lessons Learned

Three (3) aspects that went very well would include:	1.
	2.
	3.
Three (3) things that we, as an organization, would like to have done better on would include:	1.
	2.
	3.
If we had to identify one (1) area that each department involved could use refresher training on, it would be:	
List any other additional comments, suggestions, etc. related to this event:	
Attachments:	

ORIGINAL SIGNED
Kingman Schuldt, Fire Chief

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