

AGREEMENT
BETWEEN
THE CITY OF TREASURE ISLAND, FLORIDA
AND
THE ST. PETE BEACH PROFESSIONAL FIREFIGHTERS I.A.F.F.
LOCAL 2266

October 1, 2009 through September 30, 2010



ARTICLE I
PREAMBLE

SECTION 1.

This Agreement is entered into by the City of Treasure Island, Florida hereinafter referred to as the "CITY" and St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266, a labor organization hereinafter referred to as the "Union" for the purposes of promoting harmonious relations between the City and the employee, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties as outlined in this Agreement.

ARTICLE 2
RECOGNITION

SECTION 1.

The City hereby recognizes the St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266 as the exclusive bargaining agent for the purpose of collective bargaining relative to salaries and other conditions of employment. This Labor Agreement is applicable for employees as defined in certificate number 164 issued to the St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266, by the Public Employee Labor Relations Commission October 28, 2003. All other employees, in other ranks, positions and classifications shall be excluded from this bargaining unit.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1.

Except as expressly provided for in this Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the operating and motorized equipment, the scope of service to be performed, the method of service, the schedule of work time; to contract and subcontract existing and future work, to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City good business judgment makes such curtailment of discontinuance advisable; to hire, lay off, assign, transfer, promote and determine the qualifications of employees, to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes, subject only to such regulations covering the exercise of these rights as are expressly and specifically provided in this Agreement.

SECTION 2.

If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

SECTION 3.

The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity as management of Fire Department of the City of Treasure Island. Any of the rights, powers and authority the City had prior to entering this Collective Bargaining Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to grievance procedure.

SECTION 4.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each agrees that the other shall not be obligated unless mutually agreeable, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

SECTION 5.

Any and all aspects of wages, hours, benefits and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued or discontinued without notification of or consultation with the Union.

SECTION 6.

The City Commission has the sole Authority to determine the purpose and mission of the City Commission and the amount of the budget to be adopted by the City Commission.

ARTICLE 4 PROHIBITION OF STRIKES

SECTION 1.

There will be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union. The Union supports the City fully in maintaining normal operations.

SECTION 2.

"STRIKE" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or part of any group of employees from the full and faithful performance of their duties of employment with the City of Treasure Island, the employer, for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the service

of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

SECTION 3.

Any employee who participates in or promotes a strike work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work shall be disciplined or discharged by the City in accordance with City personnel rules. The Union and its members recognize and agree that Section 447.505 of the Florida Public Employee's Collective Bargaining Statute prohibits them individually or collectively as public employees or the Union from participating in a strike against the City of Treasure Island by instigating or supporting in any manner a strike.

SECTION 4.

It is recognized by the parties that they are responsible for and engaged in activities which are the basis for the health and welfare of the citizens and that any violation of this section could give use to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the City shall be entitled to seek and obtain immediate injunctive relief.

**ARTICLE 5
NON-DISCRIMINATION**

SECTION 1.

The City of Treasure Island and the Union will not discriminate against any employee covered by this Agreement because of membership or non-membership in the St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266.

ARTICLE 6
DUES DEDUCTION

SECTION 1.

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying union dues only. No authorization shall be allowed for payment of initiation fees, assessments or fines.

SECTION 2.

There will be a \$1.25 deduction service fee annually for each member of the union using the service to cover the administrative costs involved in deductions.

SECTION 3.

The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the union. Changes in union membership dues will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.

SECTION 4.

Dues shall be deducted monthly and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) days. The Union will indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action taken or not taken by the City in compliance with this article.

SECTION 5.

The payroll deduction shall be revocable by the employee notifying the City in writing on a prescribed form. The Union shall be notified of any revocation.

SECTION 6.

For the purpose of putting this article into effect, the City will furnish the Treasurer of the Union with forms for such individual authorization reading as follows:

SECTION 3.

- A. Solicitations of any and all kinds by the Union, including solicitations of memberships and the collection of union monies, shall not be engaged in at the Fire Station
- B. Solicitations for recognized charitable organizations may be conducted during duty hours with prior written approval of the Fire Chief.

SECTION 4.

All collective bargaining between the City of Treasure Island and the Union shall be done at mutually agreed times and dates, and only one union bargaining team member will receive pay, if on duty, for collective bargaining sessions as long as it does not affect the proper operation of the Fire Department.

ARTICLE 8 UNION BUSINESS

Section 1.

A union member, maximum of one (1) per shift, shall be granted time off, with pay and no loss of benefits to attend conventions and seminars of the St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266. Attendance shall be permitted only if the shift is covered through the use of "swap/trade" or union pool time. There shall be no cost to the City for this replacement coverage.

Section 2. Union Pool Time

Union members shall contribute six (6) hours annually of vacation leave towards a pool of time which may be drawn upon at the discretion of the union. Donations of vacation time to this pool must be in increments of six (6) hours and processed in writing upon union forms. The union will notify the Chief, or his designee, as to the disbursement of union pool time.

ARTICLE 9 BULLETIN BOARD

SECTION 1.

The presently existing bulletin board authorized for Union use may be used for posting notices, but restricted to:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of elections.
- C. Notices of Union appointments and other official business.
- D. Notices of Union meetings and minutes of same.

SECTION 2.

All notices posted shall be signed by a member of the Union Executive Board. The Union Executive Board shall be responsible for all Union related material posted.

SECTION 3.

Duplicate copies of all notices posted shall be submitted to the Fire Chief for his file. Any material found on the Union bulletin board must be on file with the Fire Chief and signed by a member of the Union Executive Board, or it shall be removed by any Fire Department officer not covered by this Agreement.

SECTION 4.

All costs incidental to preparing the posting of Union materials will be borne by the Union. The Union is responsible for maintaining the Union bulletin board in an orderly condition.

**ARTICLE 10
GRIEVANCE PROCEDURE**

In a mutual effort to provide harmonious working relations between the parties of the Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

A grievance shall be defined as an alleged violation of a specific provision of this Agreement. A working day in this section will be defined as a normal 8 hour working day for management.

Grievances shall be processed in accordance with the following procedure.

STEP 1 - The aggrieved employee shall discuss the grievance with his immediate supervisor within five (5) working days of the occurrence which gave rise to the grievance. An Association grievance representative may be present to represent the employee, if the employee desires him present. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within five (5) working days.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step II of the grievance procedure within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employee(s), and the Association representative on their behalf if the employee(s) so

desires his assistance. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

STEP II - If the grievance has not been satisfactorily resolved the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce the grievance to writing on the standard form provided for this purpose and present such written grievance to the Chief within five (5) working days from the time the immediate officer's response was due in Step 1.

The Chief shall meet with the employee(s) and the Association representative if the employee wishes him present within five (5) working days. The Chief shall respond in writing within five (5) working days from the date of the meeting.

STEP III - If the grievance has not been satisfactorily resolved in Step II, the employee or the Association if the employee wishes its assistance, may present a written appeal to the City Manager within five (5) working days from the receipt of the Chief's written response. The City Manager shall meet with the employee(s) and the Association representative if the employee wishes him present within five (5) working days. The City Manager shall respond in writing within five (5) working days from the date of the meeting.

Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned. Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the grievance procedure.

Arbitration- Any grievance not resolved in the grievance procedure may be referred to arbitration within ten (10) calendar days from the date when the City Manager's response is due in Step III. If the parties fail to mutually agree upon an arbitrator within five (5) calendar days after the date of receipt of the arbitration request, a list of five (5) qualified neutrals shall be requested from the federal mediation and conciliation service by the Personnel Director. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out first.

The arbitration shall be conducted under the rules set forth in this Agreement, not under the rules of the American Arbitration Association.

The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this article, or which is not specifically covered by this Agreement.

The arbitrator shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be binding in accordance with Florida Statutes 447.401.

It is contemplated that the City and the employee shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance presented in Step II of the grievance procedure.

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

The arbitrator shall be requested to render his decision as soon as possible, but in any event, not later than thirty (30) calendar days after the hearing. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing. The hearing on the grievance shall be informal and the rules of evidence shall not apply.

ARTICLE 11

PERSONNEL REDUCTION

In the case of a personnel reduction the employee with the least seniority in the Treasure Island Fire Department shall be laid off first, except that no employee receiving a "fully satisfactory" evaluation for a period of two (2) years prior shall be laid off ahead of an employee receiving less than a "fully satisfactory" rating during the same period of time. In the event the amount of time in classification is equal and the evaluations are equal, the order in which the employees are laid off or recalled will be at the discretion of the Fire Chief. No new employees shall be hired until such time as all employees laid off within the preceding twelve (12) months have been given the opportunity to return to work, if such employee is physically qualified subject to the City doctor's physical examination and the requirements of the state minimum standards for firefighters to perform Fire Department work at the time of recall.

ARTICLE 12
LEAVE PROVISIONS

SECTION 1. VACATION LEAVE:

A. Computation of Vacation Leave:

Annual vacation leave shall accrue at the following rates:

COMPLETED YEARS OF SERVICE	RATE OF VACATION ACCRUED
Start through 4 years	12 hours per month
5 through 9 years	16 hours per month
10 through 14 years	18 hours per month
15 through 19 years	20 hours per month
20 years	21 hours per month
21 years	22 hours per month
22 years	23 hours per month
23 years	23 hours per month
24 years and over	24 hours per month

Upon separation from service for any reason, the employee shall be paid for accrued unused vacation to the effective date of the termination except that probationary employees shall forfeit all accrued unused vacation if termination occurs prior to satisfactory completion of the one (1) year probationary period.

B. Accumulation and Use of Vacation Leave:

Vacation may be taken when it is earned except that employees who are on probationary status shall not be permitted to take vacation until satisfactory completion of the probationary period.

Earned vacation shall be taken during the calendar year or be forfeited. However, 120 hours may be carried into the next calendar year with the approval of the Chief. Additional hours may be carried into the next calendar year for good cause with the prior written approval of the City Manager

C. Restrictions:

Vacation leave shall not be earned by an employee during leaves of absence without pay, suspension, or when the employee is otherwise on a non-pay status and deductions of vacation leave credit shall be based on one day for each day lost.

D. Schedules for Vacations:

The Fire Chief shall make provisions annually for earned vacation of employees and shall provide appropriate individual dates of vacation with due consideration to seniority, wishes of the employees and needs of the service. The Chief's determination of the schedule shall be final.

SECTION 2. Holidays

A. The following holidays shall be observed:

- New Years Day
- Dr. Martin Luther King Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Employee's Birthday

- B. Holiday pay of 12 additional hours at straight time, shall be paid to all employees for each of the above enumerated holidays.
- C. An employee must be on active pay status the day the holiday is observed in order to receive the holiday pay.
- D. If additional holidays are declared by the proper City authorities, and are applicable to other non-union City employees, employees covered by the Agreement shall receive an additional 12 hours pay for each such additional holiday at straight time.

SECTION 3 Sick Leave:

A. Eligibility:

All employees shall be entitled to earn sick leave.

B. Definition:

Sick leave shall be granted for the following:

- (1) Absence due to illness or injury of employee.
- (2) Personal medical, dental and optical appointments.
- (3) Absence due to illness or injury of spouse or dependent members of the household which necessitates the employee's personal attention. Upon request of the Chief, the employee may be required to furnish a physician's statement indicating the spouse's or dependent's need of direct personal care.

C. Computation:

- (1) Sick leave shall be accumulated at the rate of 12 hours per month.
- (2) Sick leave shall not be charged when the employee is out on Workers' Compensation as set forth in Section 6.
- (3) Accumulated vacation shall be used as sick leave when all sick leave credits have been exhausted.
- (4) (a) Employees who are eligible to accrue sick leave may accumulate unlimited sick time.

(b) Employees who retire from the service of the city at age 55 or older with ten or more years of service (or twenty-five years of service regardless of age) will be paid a percentage of their accrued sick leave according to their length of continuous service as follows: 25% of accrued sick hours for 10 years of service and an additional 2.5% for each additional year of service up to 20.

Years of Service	Percentage of accrued sick leave paid at retirement
10	25%
11	27.5%
12	30%
13	32.5%
14	35%
15	37.5%
16	40%
17	42.5%
18	45%

19	47.5%
20 or more	50%

D. Sick Leave Requests and Requirements:

- (1) Records of sick leave earned and used shall be kept by the City.
- (2) The Employee shall have the responsibility of notifying the Chief or his designee promptly of any illness requiring employee's absence at least thirty (30) minutes prior to his scheduled shift from which he will be absent. Failure to notify the Chief or his designee of the absence shall forfeit any claim for sick pay.
- (3) Absence for three (3) consecutive shifts without proper notification to the Chief or his designee shall be considered absence without leave and be sufficient cause for dismissal.
- (4) Employees absent for more than one (1) shift may be required to submit medical evidence of reason for absence, upon request by the Chief.
- (5) It is understood that excessive absenteeism constitutes just cause for discipline, up to and including discharge.
- (6) Medical, dental and optical appointments shall be charged on an hour for hour basis as needed by the employee. No sick leave shall be charged, however, for medical examination or treatment required by the City.

E. Catastrophic Illness Leave

1. There shall be a catastrophic sick leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick and vacation leave as follows:
2. The parties will jointly administer the CSLB according to the following guidelines:
 - (a). Participation shall be established by members contributing twenty-four (24) hours of their sick leave to the CSLB. Members may voluntarily contribute more sick leave than the amount described herein. Additional contributions to the CSLB may be made as provided in Section 12(B).
 - (b). Participants must have been continuously employed as a member one (1) year and have at least ninety-six (96) hours of accumulated sick leave and have authorized the City in writing to transfer their contribution. Such authorizations shall remain effective until withdrawn by written notice to the City Finance Director and the Union.

(c). The City will transfer the contributions to the CSLB.

(d) Days contributed become property of the CSLB and cannot be refunded.

3. A committee of three (3) members of the bargaining unit appointed by the elected officials of Local 2266, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the committee which shall have final authority.

4. Participants may withdraw from the bank according to the following procedures:

(a) . The participant be certified to be suffering from a personal debilitating illness or injury has used all personal paid sick leave and fifty-six (56) hours of accumulated vacation leave.

(b) Maximum withdrawal(s) for any one (1) illness, injury, or complications arising thereof, shall be three hundred, thirty-six (336) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of fifty-six (56) hours. Consecutive applications must comply with the provisions of (a) above.

(c) Allocations shall be determined by the committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.

(d) Days used from the bank may not result in double compensation when combined with other benefits such as workers compensation.

(e) The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.

(f) Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant's regular straight time rate of pay.

5. There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand (3,000) hours, provided employees not in the CSLB can make the minimum contribution as provided in Section G.3(a) in order to become members of the CSLB.

SECTION 4. Funeral Leave:

A. Employees covered by this Agreement may be granted, upon approval of the Fire Chief, time off with pay not to exceed 33.6 hours (48 hours if the funeral is out of state) in the event of a death in his immediate family.

- B. The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, paternal and maternal grandparents, brothers-in-law, sisters-in-law, stepchild, stepfather, stepmother, stepbrother and stepsister.
- C. Funeral leave shall not be charged to vacation or sick leave.
- D. Should an employee require additional time other than provided in Section 1 of this article, he may request the additional time from the Fire Chief. Upon approval by the Chief, any additional time will be charged to vacation if the employee has hours accrued that can be charged.
- E. The employee shall provide the Chief with proof of death in the family as defined before compensation is approved, if requested.

SECTION 5. Military Leave:

- A. Employees who are members of the Florida National Guard, or members of other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their duties with pay in compliance with Florida Statute Chapter 115.07.
- B. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

SECTION 6. Workers' Compensation:

All municipal employees are covered by workers' compensation laws and shall be entitled to all benefits awarded under such laws. Injuries that occur while on duty or performing services directed by superiors shall be reported immediately through the Department Head to the Personnel Director.

Injured employees who require immediate treatment shall be treated by the City's paramedics if said paramedics are available and respond. If further treatment is required, the employee shall be transported to the emergency room.

- A. Employees failing to report injuries received to their Chief within twelve (12) hours from occurrence of such injury shall be excluded from supplemental benefits other than those covered by workers' compensation laws.
- B. Injuries requiring absence of more than one shift shall require a physician's approval to return to work.

- C. Any injuries due to the employee's own misconduct or willful negligence shall disqualify said employee from supplemental benefits.
- D. Supplemental Benefits:
Employees receiving job related injuries and resulting disabilities and having been awarded salary compensation benefits under workers' compensation laws shall receive supplemental benefits, for a maximum period of One-hundred-eighty (180) calendar days, equaling the difference between the workers' compensation maximum benefit and the employee's regular rate of pay.

The supplemental benefit may be extended by the City Manager following review of the employee's medical record and prognosis of the workers compensation physicians. The City Manager's decision shall be final and shall not be subject to the grievance procedure.

SECTION 7. Voting:

All employees are allowed reasonable time away from their jobs in which to exercise their right to vote in both local and national elections.

SECTION 8: Family and Medical Leave:

The City shall comply with the Family and Medical Leave Act of 1993. Any employee taking leave under said Act shall be required to exhaust all accrued vacation leave and sick leave before going on unpaid status. Any question of whether the City complies with such Act shall be resolved by the provisions of such Act and not through Article 10 Grievance Procedure.

ARTICLE 13

JURY DUTY

SECTION 1.

In the event an employee is subpoenaed or summoned for Jury Duty he shall receive full pay, such pay being the difference between jury pay and regular pay, for the normal work hours required to perform such duty. Any travel pay will not be used in computation of the difference between jury pay and regular pay. Employees who perform jury duty for only a portion of a regular scheduled workday are expected to report to work when excused or released by the court.

SECTION 2.

If an employee is called for jury duty he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

SECTION 3.

The Employee shall provide the Fire Chief with proof of jury service before compensation is approved.

**ARTICLE 14
WORK PERIOD AND OVERTIME**

SECTION 1.

The work period shall consist of seven (7) days.

SECTION 2.

All hours actually worked in excess of fifty-three (53) hours in a seven (7) day period, shall be compensated at the rate of time and one-half. Paid absences shall not be counted in the computation of overtime.

SECTION 3.

The current 24 hours on duty and 48 hours off duty shall be continued for the duration of this Agreement.

**ARTICLE 15
RESIDENCY REQUIREMENTS**

The City shall not require employees to live within the corporate limits of the City of Treasure Island as a condition of employment. All employees shall be held responsible for prompt attendance, in accordance with prevailing rules and regulations.

ARTICLE 16
ACTING OFFICER

Whenever a firefighter is required to serve as an Acting Officer, he will receive 65 cents of extra pay for each full hour worked. All acting assignments shall be offered on the basis of qualifications for such assignment to employees on the current Lieutenant promotion list at the sole discretion of the Fire Chief.

ARTICLE 17
INSURANCE

All full-time employees covered by this Agreement shall be eligible for the same group Medical, Dental, Long-Term Disability, and Life Insurance policies as provided by the City to other classified city employees. Employees may elect to cover eligible dependents for medical and/or life dental insurance on the same terms as other classified city employees.

ARTICLE 18
EDUCATIONAL INCENTIVE

The City Manager may, if funds are budgeted and available, authorize reimbursement for tuition and bonuses for courses or seminars that are to be taken by employees.

Restrictions on this policy are:

- A. The course or curriculum should be related to the employee's job or be contributory to the long-range value of the employee to the City.

- B. A one time bonus will be paid upon successful completion of a course that is being taken by any individual employee. The sum of \$20 per credit hour will be paid to an employee who achieves an "A" in the course, the sum of \$15 per credit hour will be paid an employee who receives a "B" for the course, the sum of \$10 per credit hour will be paid an employee who receives a "C" for the course. Those failing will receive nothing.

- C. No more than a \$300.00 annual pay raise for an A.A. (Associate Arts) Degree.
- D. No more than a \$600.00 annual pay raise for a B.A. or B.S. (Bachelor of Arts or Science) Degree.
- E. No more than a \$1000.00 annual pay raise for a M.A. or M.S. (Master of Arts or Science) Degree.
- F. There will be no duplicate payments for the same course. If the course is reimbursable through some other source, then the provisions of the City's education tuition refund and bonus plan do not apply.

Requirements to obtain these benefits are:

- A. Full time employee at least one year.
- B. Educational training at the post high school and adult education level.
- C. Only one course per quarter or semester (or equivalent period of time) unless permission is obtained from Personnel Director.
- D. Application for tuition reimbursement and bonus must be filed prior to taking the course to insure participation by the City.
- E. A successful completion of the course or curriculum with a grade of "Satisfactory" or at least a grade of "C" and a copy of the final grade, certification or degree presented to the Personnel Department.

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal work flow.

ARTICLE 19 INDEMNIFICATION

The City shall come in and defend all suits against employees covered by this Agreement and to protect said members for liability incurred, as long as they are acting within the scope of their employment in the absence of gross negligence.

ARTICLE 20 SAFETY

Section 1 Safety Committee.

A joint Safety Committee consisting of three (3) representatives from the Treasure Island Firefighters and designees from the Fire Chief. The committee will make recommendations to

the Fire Chief on both health and safety issues. The committee will meet as often as needed to discuss issues for recommendation on how to maintain a safe and healthy work environment.

Section 2 Recommendations.

The City shall make reasonable efforts to provide and maintain safe working conditions. To this end, the Union shall cooperate and encourage the members to work in a safe manner. The City shall receive and consider written recommendations with respect to safety matters from any member, the Safety Committee or the Union collectively and respond in writing within thirty (30) working days.

Section 3 Equipment and Devices.

The City shall provide proper and necessary safety equipment and devices are deemed necessary by the City. Such equipment and devices, where provided, shall be used. Failure by members to utilize provided equipment or devices shall be subject to disciplinary measures.

Section 4 Return of Uniforms and Equipment.

In the event a member leaves the employ of the department, the member shall return all uniforms and safety equipment to the department.

Section 5 Reporting.

Members shall immediately report any and all unsafe or potentially unsafe conditions that they are unable to correct to the Chief, or his designee. After discussion with the Chief, the Safety Committee may schedule a joint meeting with the Chief and the City Manager to discuss any condition it considers unsafe that has not been resolved in a reasonable time by the Chief.

Section 6 Inoculation

The City agrees to pay the reasonable expenses for inoculation or immunization shots for employees and the employee's immediate family residing in the employee's household when such becomes necessary as a result of the employee's exposure to a contagious disease while in the line of duty with the Treasure Island Fire Department. The employee shall make all reasonable efforts to have this service performed at no cost by the county health department or other agency.

**ARTICLE 21
PHYSICAL EXAMINATIONS**

- A. Employees covered by this Labor Agreement shall be required to undergo an annual employer physical examination as scheduled by the Fire Department each October. Said physical shall not include drug testing.

- B. The employer shall determine the extent of the examination and bear the cost of such examination. The results of these physicals shall be sent to each employee upon completion of the physical. Physicals for current employees shall be the same as is required of new employees.

- C. It shall be the duty of the employee concerned to take remedial measures or any treatment recommended by the examining physician. Problems arising in connection with remedial measures shall be resolved by the Fire Chief.
- D. If an employee after being scheduled for his physical examination, fails to keep his appointment, he may be subject to disciplinary action.

ARTICLE 22 SUBSTANCE TESTING

In the interest of safety, the City of Treasure Island requires, as a condition of continued employment, that employees refrain from substance abuse both on and off the job.

What Is Substance Abuse?

Substance abuse includes, but is not limited to, the consumption by any means of any legal or illegal substance that alters an individual's normal behavior and results in intoxication and/or renders the employee incapable of safe/efficient job performance. Abuse shall also be considered selling, trading, giving away, possession of and/or offering for sale illegal or prescription drugs, to include alcohol, on City property, while operating a City vehicle on or off City property or operating a personal vehicle while on City business or any of the above at a designated work site.

The substance abuse testing program includes the following:

1. Pre-employment;
2. Reasonable suspicion of substance abuse;
3. Following on-the-job accidents resulting in personal injury or significant property damage; *Note: employees may not use alcohol for eight (8) hours following an accident if a post-accident alcohol test is conducted, whichever comes first.*
4. Fitness for duty medical examinations;
5. Employees participating in a substance abuse rehabilitation program (subject to quarterly testing for a period of two years after program completion);
6. Random testing

The testing performed will analyze a breath, urine or blood specimen for the presence of any of the following substances or a metabolite of the substance:

- 1 Alcohol - Ethyl alcohol as a beverage or as part of a medication;
2. Marijuana - Cannabinoids, THC;
3. Cocaine;
4. Methadone - Dolophine, Methadose;
5. Barbituates - Nembutal, Tuinal, Seconal, etc.;
6. Amphetamines - Desoxyn, Biphphetamine, Dexedrine, etc.;
7. Methaqualone - Quaaludes;
8. Opiates - Codeine, Percodan, Paregoric, Morphine, etc.;
9. Propoxyphene - Darvon, Dolene, etc.;
10. Phencyclidine - (PCP);
11. Benzodiazepines - Librium, Valium, Xanax, Serax, Halcyon, etc.

Testing may also include designer drugs or other abused substances as added by federal or Florida Statutes.

Levels of detection for a positive drug result for screening and confirmatory tests will be those established by the United States Department of Health and Human Services for the *Federal Guidelines on Drug Testing*. These test levels, subject to change as advances in technology or other considerations may permit, are currently:

Drug Class	Initial Test Level (Ng/ml)	GC/MS Confirmatory Test Level (Ng/ml)
Amphetamines	1,000	500
Barbiturates	300	200
Benzodiazepans	300	200
Cocaine Metabolites	300	150
Marijuana Metabolites	50	15
Methadone	300	200
Methaqualone	300	200
Opiate Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	100

Alcohol testing will be conducted using evidential breath-testing devices approved by the National Highway Transportation Safety Administration. Two breath tests are required to determine if an employee has a prohibited alcohol concentration. A screening test is conducted first. A confirmation test must be conducted if the screening test detects any alcohol. A

confirmed result indicating a blood alcohol concentration of .02 or greater will be considered a positive test.

A list of the most common drugs or medications by brand name, common name, as well as chemical name, which may alter or affect a drug test is available to all job applicants and employees at the time of testing.

A form will be provided for employees or job applicants to voluntarily and confidentially report to a Medical Review Officer the use of prescription or non-prescription medications both before and after being tested. Providing this information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any confirmed positive test result.

Positive drug reports will be verified as NOT resulting from use of legal prescriptions.

Specific confirmation testing will be performed for all positive test results. Employees testing positive for prescription drugs that are commonly abused must produce evidence from their attending physician to justify the treatment necessity for use of the drug(s).

Within five working days after receipt of a confirmed positive test result from the Medical Review Officer, the employer shall inform the employee or job applicant in writing of such confirmed positive test results, the consequences of such results, and the options to the employee or job applicant.

The employer is responsible for testing costs, except for test costs that are involved with an employee or job applicant who challenges the initial test results.

Reasonable Suspicion Testing

Any employee reporting to work who demonstrates impaired conduct considered unsafe for the performance of his/her job duties or if an employee becomes similarly impaired on the job, will be observed and/or interviewed by a supervisor to determine the cause of the irregular behavior.

If the supervisor concludes that the irregular behavior is unsafe, the employee will not be allowed to continue working and shall be transported to a medical facility for drug testing. Alcohol testing will normally be performed by qualified personnel from the Treasure Island Police Department. The employee will not be allowed to drive any City vehicle.

Reasonable suspicion testing shall also be conducted when there is:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol; odor of alcohol on the breath.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
3. A report of drug use, provided by a reliable and credible source; A report of alcohol use within a time period prior to reporting for duty that would cause one to reasonably expect that alcohol would be detected by intoxilyzer testing.
4. Evidence that an individual has tampered with a drug test during his employment;
5. Information that an employee has caused, contributed to, or been involved in an accident while at work;
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Supervisors will document their observations and conduct an employee interview. Final disposition of the incident will be documented with the signatures of the supervisors/department heads, and dated.

A copy of the Confidential Supervisor's Incident Report will be provided for the employee with the employee's signature of receipt.

This Confidential Supervisor's Incident Report will be retained by the employer for a period of at least one year.

Random Testing

All employees are subject to random testing for substance abuse at any time during working hours.

The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with an identifying number. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. There is no limit to the number of times any employee may be tested. The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of employees.

Consequences of Positive Test or Test Refusal

Refusal or failure to submit to testing, or a confirmed positive test result following an on the job accident or injury, shall disqualify an employee from workers' compensation benefits.

Confirmed positive test results shall eliminate applicants from employment consideration.

Failure to participate in random, reasonable suspicion, pre-employment, fitness for duty or other City designated drug or alcohol testing shall result in termination of employment.

Any employee with a confirmed positive test result shall be terminated from employment.

Refusal or failure to submit to testing following an on-the-job accident shall result in termination of employment.

In the event that an employee informs the employer in writing of employee's abuse of alcohol/drugs prior to reporting for duty and prior to being notified to report for testing, no disciplinary action shall be taken against the employee ; provided, the employee signs a rehabilitation agreement and enrolls in an approved rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, the employee may request leave of absence, without pay. No employee will be granted more than one such rehabilitation opportunity.

Other Grounds for Termination

An employee bringing onto the City's premises or job sites; having possession of; being under the influence of; possessing in the employee's body, blood or urine (at levels exceeding or equal to established cut off levels, or using, consuming, transporting, selling or attempting to sell, giving away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time is guilty of misconduct and shall be discharged.

Challenging Test Results

An employee may challenge a confirmed positive test result by submitting an explanation, in writing, to the Personnel Department concerning personal circumstances that might have affected the results and explaining why the result does not constitute a violation of the employer's policy. This challenge must be submitted within five working days following the employee notification of a confirmed positive test result. The donor of a tested specimen will be responsible for providing all necessary documentation, (i.e., a doctor's report), signed

prescription or current prescription container with relevant information and other related supporting documents.

The employer will, within fifteen days of receipt of the employee's written explanation or challenge of confirmed positive test results, provide a written explanation to the employee as to why the employee's explanation is unsatisfactory, along with a copy of the confirmed positive test results. All such documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.

Any employee or job applicant who receives a confirmed positive test result may contest or explain the results to the employer's Medical Review Officer within five working days after receiving written notification of the confirmed positive test result. If an employee or job applicant's explanation or challenge is unsatisfactory to the Medical Review Officer, the Medical Review Officer will report a positive test result back to the employer.

The employee or job applicant desiring to challenge a confirmed positive drug test result will be responsible for notifying the original testing laboratory of an alternate HRS licensed laboratory, for the purpose of transferring, under Chain of Custody, a portion of the employee or job applicant's specimen for re-testing. The employee may have a portion of their original specimen re-tested during a period of 180 days following written notice of a positive test result. When an employee challenges the result of a confirmed positive test it shall be the employee's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case is settled.

Concerning denials of workers' compensation benefits due to a positive test result, an employee may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims. Other challenges of a confirmed positive test result, not involving work place injuries, must be filed in a court of competent jurisdiction.

Employees or job applicants may consult with the Medical Review Officer for technical information regarding prescription or non-prescription medications that may affect test results.

Job applicants or employees whose drug test results are confirmed positive shall not, by virtue of the result alone, be defined as having a "handicap."

Getting Help

The Personnel Department maintains a current list of rehabilitation and treatment programs/facilities for employee reference.

Confidentiality of Information

All drug test information, reasonable suspicion reports, or other related information concerning an individual will remain confidential and will not be disclosed except for conditions described in Florida Statutes.

Release of such information under any circumstances other than those described in Florida Statutes, will be solely pursuant to a written consent, voluntarily signed by the person tested.

Governmental Compliance

This Drug Free Work Place Policy satisfies requirements under F.S. 440.102 and administrative rules 38F-9.014 of the Department of Labor and Employment Security, Division of Workers' Compensation.

Further Understanding of the Parties

1. This Substance Abuse Article 22 in the Agreement between the City of Treasure Island and I.A.F.F. Local 2266 is the same as the City's substance abuse policy which will be applied equally to all employees, including City Manager, department heads, supervisors, confidential employees, and employees in all bargaining units.
2. Reference in this Article to "off the job" substance abuse refers to drugs but not to alcohol. Off the job abuse of alcohol is only a concern to the City if and when it has a direct effect on the job as well.
3. The City will provide an Employee Assistance Program for substance abuse for use by employees on a confidential basis.
4. To the extent that it is possible, at least two supervisors will concur on "reasonable suspicion" decisions to test for substance abuse.
5. The City intends to randomly test CDL operators at a rate that will test at least 50% of this group as provided by DOT regulations. The City intends to randomly test all other employees at a rate of 50%.
6. The parties may, in concert, make any changes to this Article 22, *Substance Abuse*, that the parties mutually agree to in writing.

**ARTICLE 23
PAY PLAN**

Section 1

During this contract the rates of pay for employees are frozen at their September 30, 2009 rate, with no COLA, or step increases for the 09/10 year.

Newly hired employees will start at the minimum pay as identified below.

Any pay rate increase, including step increases, after September 30, 2010 are subject to the parties agreeing to same and if no agreement is reached, the employee's pay rate will remain frozen until a new bargaining agreement is reached.

	A	B	C	D	E	F	G	H
	START	1 YR.	2 YRS.	3 YRS.	4 YRS.	5 YRS.	6 YRS.	7 YRS.
Firefighter/EMT	\$34,867 \$11.97	\$37,386 \$12.84	\$39,875 \$13.69	\$42,394 \$14.56	\$44,820 \$15.39	\$47,744 \$16.40	\$47,744 \$16.40	\$50,131 \$17.22
Firefighter/Paramedic	\$38,879 \$13.35	\$41,305 \$14.18	\$43,856 \$15.06	\$46,624 \$16.01	\$49,330 \$16.94	\$52,191 \$17.92	\$54,773 \$18.81	\$57,512 \$19.75
Lieutenant/EMT	\$46,344 \$15.91	\$48,086 \$16.51	\$49,952 \$17.15	\$51,632 \$17.73	\$53,436 \$18.35	\$55,177 \$18.95	\$57,914 \$19.89	\$60,810 \$20.88
Lieutenant/Paramedic	\$49,392 \$16.96	\$51,196 \$17.58	\$52,907 \$18.17	\$54,711 \$18.79	\$56,328 \$19.34	\$58,101 \$19.95	\$60,994 \$20.95	\$64,043 \$21.99
Annual salary equivalent (2912 hours) listed for illustrative purposes								

SECTION 2:

Firefighter/EMTs who are promoted to Lieutenant/EMT shall receive an increase of three (3) per cent above their current rate or the entrance step of the classification to which promoted, whichever is greater. If the three percent is applied and falls somewhere between steps, the higher step shall be used for placement in the pay range for that classification.

Firefighter/Paramedics who are promoted to Lieutenant/Paramedic shall receive an increase of three (3) per cent above their current rate or the entrance step of the classification to which promoted, whichever is greater. If the three percent is applied and falls somewhere between steps, the higher step shall be used for placement in the pay range for that classification.

SECTION 3:

Employees who obtain and maintain the following state certifications, will be paid a monthly incentive bonus as follows:

Fire Officer I or above: \$25.00 per month

Fire Inspector I or above: \$25.00 per month

Fire Investigator I or above: \$25.00 per month

ARTICLE 24
MAINTENANCE OF CONDITIONS

SECTION 1.

Written rules, regulations, policies, procedures, rights, privileges and working conditions of the Fire Department in effect prior to the effective date of this Agreement shall remain in full force and effect unless changed, modified or deleted by the City or unless they are in conflict with any articles or sections of this Agreement.

SECTION 2.

This Agreement shall take precedent over all written rules, regulations, policies or procedures in direct conflict with this Agreement.

ARTICLE 25
SAVINGS CLAUSE

SECTION 1.

If an article or section of this Agreement should be found invalid, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court or competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2.

In the event of invalidation of any article or section both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular article or section invalidated.

ARTICLE 26
RETIREMENT

SECTION 1:

Employees who elected to participate in FRS effective December 1, 2001 will continue such participation. All new employees will be participants in FRS.

Employees who elected to continue participation in the 401(a) money purchase retirement plan will continue to contribute 5% of their earnings and the City will contribute 8%.

SECTION 2:

The City will continue to make available a 457 deferred compensation plan. Employees of the City shall be afforded the option of participating in an IRS qualified retirement program governed by the Internal Revenue Code 457 offered to other City employees, which shall include the IAFF Financial Corporation 457 Plan, provided it is and remains IRS qualified. Employees will be entitled to transfer 457 Plan assets to their plan of choice without penalty by the City. Any additional cost of this IAFF 457 Plan over and above the cost of the current plans shall be borne by the union. Unless otherwise provided by applicable law, the City shall have no obligation under this IAFF 457 Plan other than to make employee contributions to the Plan from the employee's City earnings as allowed by law and as directed in writing by the employee.

ARTICLE 27
SERVICE BONUS

On each October 1, all active full-time employees with ten (10) or more years of continuous service will receive a service bonus amounting to two percent (2%) of his or her monthly salary, multiplied by the number of whole years of continuous service as of the preceding October 1.

ARTICLE 28
DURATION

SECTION I:

This Agreement shall become effective as of October 1, 2009, and shall remain in full force and effect until its expiration date, September 30, 2010.

CITY OF TREASURE ISLAND

ST PETE BEACH PROFESSIONAL
FIREFIGHTERS, IAFF LOCAL
2266

By: _____
Reid Silverboard
City Manager

By: _____
Ed Broomes, President

Date Signed: _____

Date Signed: _____

Attest: _____

Attest: _____