

AGREEMENT
BETWEEN
THE CITY OF TREASURE ISLAND, FLORIDA
AND
THE PINELLAS COUNTY PROFESSIONAL FIREFIGHTERS IAFF
LOCAL 4966

October 1, 2021 through September 30, 2024



TABLE OF CONTENTS

PREAMBLE.....	3
RECOGNITION	3
MANAGEMENT RIGHTS.....	4
PROHIBITION OF STRIKES.....	6
NON-DISCRIMINATION.....	7
DUES DEDUCTION	7
UNION REPRESENTATION.....	10
UNION BUSINESS.....	11
BULLETIN BOARD	12
GRIEVANCE PROCEDURE.....	13
PERSONNEL REDUCTION	16
LEAVE PROVISIONS.....	17
JURY DUTY	26
WORK PERIOD AND OVERTIME.....	26
RESIDENCY REQUIREMENTS.....	27
ACTING OFFICER	27
INSURANCE.....	27
EDUCATIONAL INCENTIVE.....	27
INDEMNIFICATION	30
SAFETY.....	31
PHYSICAL EXAMINATIONS.....	33
SUBSTANCE TESTING.....	33
PAY PLAN	41
MAINTENANCE OF CONDITIONS	45
SAVINGS CLAUSE	46
RETIREMENT	47
SERVICE BONUS.....	48
DURATION.....	49

**ARTICLE I
PREAMBLE**

SECTION 1.

This Agreement is entered into by the City of Treasure Island, Florida hereinafter referred to as the "CITY" and Pinellas County Professional Firefighters, I.A.F.F. Local 4966, 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 Pinellas County Professional Firefighters, I.A.F.F. Local 4966 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 1206 issued to the Pinellas County Professional Firefighters, I.A.F.F. Local 4966, by the Public Employee Labor Relations Commission February 12, 2015. 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 Pinellas County Professional Firefighters, I.A.F.F. Local 4966.

**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:

AUTHORIZATION FOR DEDUCTION OF IAFF DUES

I hereby authorize the City of Treasure Island to deduct from wages each month the current monthly IAFF dues and to transmit this amount to the Treasurer of the Union, less the deduction service fee of \$1.25 annually. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Date Signature

Payroll Number

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF IAFF DUES

I hereby instruct the City of Treasure Island to stop deducting from my wages each month the current normal monthly dues for the Union.

Date Signature

Payroll Number

ARTICLE 7
UNION REPRESENTATION

SECTION 1.

Neither party, in negotiations, shall have any control over the selection of the negotiation or bargaining representative of the other party. The Bargaining Committee of the Union shall consist of not more than three (3) representatives. The Union will furnish the City with a written list of the Union's Bargaining Committee, prior to the first bargaining meeting.

SECTION 2.

Copies of special orders, general orders or training bulletins affecting union members shall be made available to the Union upon request at the "Normal" cost of copying charged to the public or the Union can make copies at its own expense.

SECTION 3.

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

Solicitations for recognized charitable organizations may be conducted during duty hours with prior written approval of the Fire Chief or his/her designee.

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 Pinellas County Professional Firefighters, I.A.F.F. Local 4966. 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 maintain a minimum balance of 120 hours of union pool which may be drawn upon at the discretion of the union. Donations of vacation time to this pool shall be donated in equal hours as needed to maintain the 120 hour balance and processed in writing upon union forms. The union will notify the Fire Chief, or his/her 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 or his/her designee for his/her file. Any material found on the Union bulletin board must be on file with the Fire Chief or his/her designee 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/her 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 his/her 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/her 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/her assistance, shall reduce the grievance to writing on the standard form provided for this purpose and present such written grievance to the Fire Chief or his/her designee within five (5) working days from the time the immediate officer's response was due in Step 1.

The Fire Chief or his/her designee shall meet with the employee(s) and the Association representative if the employee wishes him/her present within five (5) working days. The Fire Chief or his/her designee 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 Fire Chief or his/her designee written response. The City Manager shall meet with the employee(s) and the Association representative if the employee wishes him/her 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 Human Resources 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/herself exclusively to the question which is presented to him/her, 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/her 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/her 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/her 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 or his/her designee. 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.

A parity schedule will be applied to all benefits in this section for any position scheduled for a 40 hour work week.

VACATION LEAVE:

A. Computation of Vacation Leave:

Annual vacation leave shall accrue at the following rates for Firefighters on a 2912 schedule.*:

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

Annual vacation leave shall accrue at the following rates for the Fire Inspector assigned to a 2080 schedule.

Completed Years of Service	<u>Hours Accrued Annually</u>
0 through 4 yrs	88 hours
5 through 9 yrs	128 hours
10 through 14 yrs	160 hours
15 through 19 yrs	168 hours
20 years	176 hours
21 years	184 hours
22 years	192 hours
23 years	200 hours
24 years	208 hours

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. The maximum payout of accrued vacation time is 408 hours for firefighters, 320 hours for Fire Inspector.

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, 320 hours may be carried into the next calendar year with the approval of the Fire Chief or his/her designee. 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 or his/her designee 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 Fire Chief's or his/her designee's determination of the schedule shall be final.

SECTION 2.

A. HOLIDAYS

The following holidays shall be observed:

New Year's 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

(1.) Twelve (12) additional hours at straight time, shall be paid to all employees for each of the above enumerated holidays. Employees on a forty hour work week covered by this agreement shall be paid the equivalent of a normally scheduled day's pay (at their regular straight-time rate) for the above designated holidays as observed by the city. Should any designated holiday fall on a Sunday, the following Monday shall be observed as the official holiday. Holidays falling on Saturdays shall be observed on the preceding Friday.

(2.) An employee must be on active pay status the day the holiday is observed in order to receive the holiday pay.

(3.) 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.

A. SICK LEAVE

(1) 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 Fire Chief or his/her designee, 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 for firefighters assigned to a 2912 schedule, Fire Inspector assigned to a 2080 schedule will accrue eight (8) 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) Employees who are eligible to accrue sick leave may accumulate unlimited sick time.

(5) Employees who separate from the service of the city with ten or more years of service 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 Fire Chief or his/her designee promptly of any illness requiring employee's absence at least thirty (30) minutes prior to his/her scheduled shift from which he will be absent. Failure to notify the Fire Chief or his/her designee of the absence shall forfeit any claim for sick pay.
- (3) Absence for three (3) consecutive shifts without proper notification to the Fire Chief or his/her designee shall be considered absence without leave and be sufficient cause for dismissal.
- (4) Employees absent for more than two (2) shifts may be required to submit medical evidence of reason for absence, upon request by the Fire Chief or his/her designee.
- (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 as follows:
 - (a) All bargaining members will be a part of the catastrophic sick leave bank. Members may voluntarily contribute sick leave up to a maximum of 120 hours per donation. Additional contributions to the CSLB may be made as provided in Section E-5.
 - (b) The City will administer transfer of the contributions to the CSLB.
- (2) The parties will jointly administer the CSLB according to the following guidelines:

(c) 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 4966, 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 but 48 hours of personal paid sick 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. These rules, restrictions and procedures will be agreed upon in an SOP and applied to each bargaining member.

(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.

(6) This article shall in no way authorize either party to deviate from provisions of the Family Medical Leave Act (FMLA).

SECTION 4.

A. FUNERAL LEAVE

(1) Employees covered by this Agreement may be granted, upon approval of the Fire Chief or his/her designee, 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/her immediate family.

(2) 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.

(3) Funeral leave shall not be charged to vacation or sick leave.

(4) 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 or his/her designee. Upon approval by the Fire Chief or his/her designee, any additional time will be charged to vacation if the employee has hours accrued that can be charged.

(5) The employee shall provide the Fire Chief or his/her designee with proof of death in the family as defined before compensation is approved, if requested.

SECTION 5.

A. MILITARY LEAVE

(1) 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.

(2) 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.

A. WORKERS COMPENSATION

(1) 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 Human Resources Director.

(2) 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 Fire Chief his/her designee 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.

(3) Supplemental Benefits:

(a) 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.

SECTION 7.

A. 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:

A. 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.

- (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.
- (2) If an employee is called for jury duty he shall promptly notify his/her immediate supervisor so that arrangements may be made for his/her absence from work.
- (3) The Employee shall provide the Fire Chief or his/her designee with proof of jury service before compensation is approved.

ARTICLE 14
WORK PERIOD AND OVERTIME

SECTION 1.

- (1) The work period shall consist of seven (7) days with a bi-weekly pay period.
- (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.
- (3) The current 24 hours on duty and 48 hours off duty shall be continued for the duration of this Agreement.
- (4) The Fire Inspector position is a 40 hour work week, all hours worked in excess of forty (40) 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.

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/she 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 or his/her designee.

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.

A. RESTRICTIONS

- (1) 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.

- (2) A onetime 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.
- (3) No more than a \$300.00 annual pay raise for an A.A. (Associate Arts) Degree.
- (4) No more than a \$600.00 annual pay raise for a B.A. or B.S. (Bachelor of Arts or Science) Degree.
- (5) No more than a \$1000.00 annual pay raise for a M.A. or M.S. (Master of Arts or Science) Degree.
- (6) 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.

B. REQUIREMENTS

- (1) Full time employee at least one year, with the exception granted by the Fire Chief approval.
- (2) Educational training at the post high school and adult education level.
- (3) Only one course per quarter or semester (or equivalent period of time) unless permission is obtained from Human Resources Director.
- (4) Application for tuition reimbursement and bonus must be filed prior to taking the course to insure participation by the City.
- (5) 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 Human Resources Department.

C. PARAMEDIC TRAINING PROGRAM

- (1) The City may hire Emergency Medical Technicians (EMTs) with the understanding that the City will pay all costs associated with such EMTs receiving their paramedic certification from an educational facility pre-approved by the City. Prior to the City paying any costs associated with an EMT receiving his/her paramedic certification, the individual employee must enter into an agreement with the City related to the repayment of such costs should the events described below in sections 2 or 3 of this article arise. Costs must be appropriately documented and will be limited to the expenses set forth in Appendix A of this article, which is attached hereto and incorporated by reference. Costs incurred in obtaining paramedic certification, which are not specifically included in Appendix A, may be reimbursed at the discretion of the City.
- (2) An EMT hired by the City pursuant to this article will have a period of two (2) years from the date of hire to successfully complete the required training to become a paramedic. Failure to successfully complete all required coursework and be certified as a Pinellas County paramedic within that time period may result in the termination of such EMT's City employment. Termination based solely on an employee's failure to obtain paramedic certification within two years of hire is not grievable under the process set forth in Article 10 of the Agreement.
- (3) Should an EMT hired under this program resign or abandon his/her position within three (3) years of his/her paramedic certification date, such EMT will be required to reimburse the City for the entire cost of the paramedic education, including all costs listed in Appendix A paid by the City. Such reimbursement may occur either through payroll deduction or by a payment made directly to the City. Such reimbursement must occur within thirty (30) days of the employee's resignation. The employee will also be required to reimburse the City for any costs associated with its efforts to collect any funds under this Section, including attorney's fees and costs. No requirement under this Section is grievable under the process set forth in Article 10 of the Agreement.
- (4) Current employees who are EMTs and have completed their employment probationary period, may request to attend paramedic school at the City's expense under this program but should they resign or abandon their position within two (2) years of his/her receipt of the paramedic certification, such EMT will be required to reimburse the City for the entire cost of the paramedic education, including all costs listed in Appendix A paid by the City. Prior to the City paying any costs associated with an EMT receiving his/her paramedic certification, the individual employee must enter into an agreement with the City related to the repayment of such costs should

the employee resign or abandon his or her position within two (2) years of his/her receipt of the paramedic certification. Such reimbursement may occur either through payroll deduction or by a payment made directly to the City. Such reimbursement must occur within thirty (30) days of the employee's resignation. The employee will also be required to reimburse the City for any costs associated with its efforts to collect any funds under this Section, including attorney's fees and costs.

- (5) An employee who has completed employment probation and elects to pursue paramedic certification under this section will not be subject to termination for failing to obtain certification as a Pinellas County paramedic but will be required to reimburse the City for all expenses associated with the paramedic training if Pinellas County paramedic certification is not obtained within 6 (six) months of completion of paramedic school. The Fire Chief, at his or her sole discretion, may extend this period for up to 3 (three) additional months, upon a showing of good cause. Neither the reimbursement requirements nor a decision not to extend the 6 (six) month period is grievable under the process set forth in Article 10 of the Agreement.
- (6) The Union has no liability or obligation under this agreement. City employees who receive paramedic training at the expense of the City shall be personally responsible for reimbursement to the City. No payments will be made by the City pursuant to this article, except upon receipt of a signed acknowledgment by each employee seeking payment for paramedic training, indicating he or she understands the requirements contained in this article.

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

A. Safety Committee.

The Fire Department shall participate in the City's Safety and Wellness Committee.

SECTION 2

A. 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

A. 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

A. 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

A. Reporting.

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

SECTION 6

A. 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

SECTION 1

- 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 or his/her designee.
- D.** If an employee after being scheduled for his/her physical examination, fails to keep his/her appointment, he may be subject to disciplinary action.

ARTICLE 22
SUBSTANCE TESTING

In the interest of safety, health and performance of our workforce and our citizens the City of Treasure Island requires, as a condition of continued employment, that employees refrain from substance abuse both on and off the job. The policies and procedures contained in this section are for the purpose of achieving that goal.

This policy is implemented pursuant to the Drug Free Workplace Program under the Florida Workers' Compensation Act, FLs. Statute section 440.102 and attendant Rules Section 59A-24.001, et seq., F.A.C. This act provides that any employee who is injured in the course and scope of employment and test verified positive on a drug or alcohol test, may forfeit his/her eligibility for medical and indemnity benefits under the Florida Worker's Compensation Act, and may be terminated and denied unemployment benefits. Further, refusal to take a drug or alcohol test will also result in the employee forfeiting his/her eligibility for medical and indemnity benefits under the Florida Workers' Compensation Act, as well as possible termination of the employee and denial of unemployment benefits.

The City prohibits employees from 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, 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. Employees found participating in any of the above activities are guilty of misconduct and shall be discharged.

TYPES OF TESTING

The City may and to the extent permitted by law, will use testing as one of the several means of enforcing its drug free workplace policy. Testing will be conducted in the manner and circumstances listed below, including reasonable suspicion testing which may be drawn from inferences or facts. All drug screens (with the exception of pre-employment and annual fitness for duty drug screens) will include alcohol testing. The list that follows is considered all inclusive:

- (1) Pre-employment
- (2) Reasonable suspicion of substance abuse
- (3) Following on-the-job accidents resulting in personal injury or property damage in excess of \$1000.
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, Biphedamine, 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*.

Alcohol testing

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.

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and can adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance should discuss whether or not this prescribed drug will affect their ability to conduct their job in a safe and efficient manner. It is the employee's responsibility to report if a doctor indicates their prescription could create a direct threat to the health or safety of the employee or others, or impairs their ability to perform the essential functions of his/her job. Should the restrictions be such that the City cannot accommodate, the City may temporarily reassign the employee or request the employee to take sick leave during the period of treatment. Detection of controlled substances will be presumed to be in violation of this policy unless the employee has advised the City of its medicinal use in advance.

The City respects the privacy of an employee's legal use of medication. The name of the medication you are taking need not be revealed to the City. Only the effects of such, and any accommodations that are needed, are required to be revealed. It will be up to the Medical Review Officer to determine if the medication interceded with a drug test or the unsafe performance of your job.

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/her 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 of 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

- (1) 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.
- (2) Confirmed positive test results shall eliminate applicants from employment consideration.
- (3) 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.
- (4) Any employee with a confirmed positive test result shall be terminated from employment.

(5) 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.

Employees who are granted a leave of absence under this section must complete all EAP, medical and other rehabilitative requirements established by the City for them within a reasonable amount of time in order to be considered for return to work. The employee shall be given no service credit, pay (other than accrued sick and vacation) or accrue any benefits for the period of absence.

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

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 Human Resources 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 4966 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

The Pay Plan for employees covered by this Agreement shall be as follows. This section entails the pay plan, the merit program, and step program (Appendix B) for employees.

Fiscal Year 1 General Wage Increase

Class	Minimum	Maximum
Firefighter/Inspector	<u>\$22.84</u> <u>\$47,507.20</u>	<u>\$32.29</u> <u>\$67,163.20</u>
Firefighter/EMT	<u>\$15.22</u> <u>\$44,320.64</u>	<u>\$21.71</u> <u>\$63,219.52</u>
Firefighter/Paramedic	<u>\$17.00</u> <u>\$49,504.00</u>	<u>\$24.90</u> <u>\$72,508.80</u>
Lt. EMT	<u>\$20.25</u> <u>\$58,968.00</u>	<u>\$26.34</u> <u>\$76,702.08</u>
Lt. Paramedic	<u>\$21.59</u> <u>\$62,870.08</u>	<u>\$27.71</u> <u>\$80,691.52</u>

Effective 10/01/2021: All Firefighters who have provided over ten (10) years of service will receive a three percent (3%) general wage increase and the pay ranges will be increased by 3%.

Effective 10/01/2021: All Firefighters who have provided less than ten (10) years of service will receive a three percent (3%) general wage increase and the pay ranges will be increased by 3%.

Fiscal Year 1 Merit Increase

Effective 10/01/2021 – 09/30/2022, all firefighters not at the maximum in their pay grade, who have provided over ten (10) years of service will be eligible for up to a two percent (2%) in merit increase pay based on the over-all final rating of their annual evaluation. The effective date of the merit increase will be based on their current anniversary/evaluation date.

Firefighters who are at the maximum in their pay grade, who have provided over ten (10) years of service, will be eligible for a one-time merit lump sum of up to two percent (2%) of their annual salary in lieu of a merit increase, based on the over-all final rating at their evaluation.

Employees who have provided less than ten (10) years of service will not receive a merit increase for Fiscal Year 22, 10/01/2021 – 09/30/2022.

Fiscal Year 2 General Wage Increase

Class	Minimum	Maximum
Firefighter/Inspector	<u>\$23.30</u>	<u>\$32.94</u>
	<u>\$48,464.00</u>	<u>\$68,515.20</u>
Firefighter/EMT	<u>\$15.52</u>	<u>\$22.14</u>
	<u>\$45,194.24</u>	<u>\$64,471.68</u>
Firefighter/Paramedic	<u>\$17.34</u>	<u>\$25.40</u>
	<u>\$50,494.08</u>	<u>\$73,964.80</u>
Lt. EMT	<u>\$20.66</u>	<u>\$26.87</u>
	<u>\$60,161.92</u>	<u>\$78,245.44</u>
Lt. Paramedic	<u>\$22.02</u>	<u>\$28.26</u>
	<u>\$64,122.24</u>	<u>\$82,293.12</u>

Effective 10/01/2022: All Firefighters who have provided over ten (10) years of service will receive a three percent (3%) general wage adjustment and the pay ranges will be increased by 2%.

Effective 10/01/2022: All Firefighters who have provided less than ten (10) years of service will receive a two percent (2%) general wage adjustment and the pay ranges will be increased by 2%.

Fiscal Year 2 Merit Increase

Effective 10/01/2022 – 09/30/2023, all firefighters not at the maximum in their pay grade, who have provided over ten (10) years of service will be eligible for up to a two percent (2%) in merit increase pay based on the over-all final rating of their annual evaluation. The effective date of the merit increase will be based on their current anniversary/evaluation date.

Effective 10/01/2022 – 09/30/2023, all firefighters not at the maximum in their pay grade, who have provided less than ten (10) years of service will be eligible for up to a two percent (2%) in merit increase pay based on the over-all final rating of their annual evaluation. The effective date of the merit increase will be based on their current anniversary/evaluation date.

Firefighters who are at the maximum in their pay grade will be eligible for a one-time merit lump sum of up to two percent (2%) of their annual salary in lieu of a merit increase, based on the over-all final rating at their evaluation.

Fiscal Year 3 General Wage Increase

Class	Minimum	Maximum
Firefighter/Inspector	<u>\$23.77</u>	<u>\$33.60</u>
	<u>\$49,441.60</u>	<u>\$69,888.00</u>
Firefighter/EMT	<u>\$15.83</u>	<u>\$22.58</u>
	<u>\$46,096.96</u>	<u>\$65,752.96</u>
Firefighter/Paramedic	<u>\$17.69</u>	<u>\$25.91</u>
	<u>\$51,513.28</u>	<u>\$75,449.92</u>
Lt. EMT	<u>\$21.07</u>	<u>\$27.41</u>
	<u>\$61,355.84</u>	<u>\$79,817.92</u>
Lt. Paramedic	<u>\$22.46</u>	<u>\$28.83</u>
	<u>\$65,403.52</u>	<u>\$83,952.96</u>

Effective 10/01/2023: All Firefighters who have provided over ten (10) years of service will receive a three percent (3%) general wage adjustment and the pay ranges will be increased by 2%.

Effective 10/01/2023: All Firefighters who have provided less than ten (10) years of service will receive a two percent (2%) general wage adjustment and the pay ranges will be increased by 2%.

Fiscal Year 3 Merit Increase

Effective 10/01/2023 – 09/30/2024, all firefighters not at the maximum in their pay grade, who have provided over ten (10) years of service will be eligible for up to a two percent (2%) in merit increase pay based on the over-all final rating of their annual evaluation. The effective date of the merit increase will be based on their current anniversary/evaluation date.

Effective 10/01/2023 – 09/30/2024, all firefighters not at the maximum in their pay grade, who have provided less than ten (10) years of service will be eligible for up to a two percent (2%) in merit increase pay based on the over-all final rating of their annual evaluation. The effective date of the merit increase will be based on their current anniversary/evaluation date.

Firefighters who are at the maximum in their pay grade will be eligible for a one-time merit lump sum of up to two percent (2%) of their annual salary in lieu of a merit increase, based on the over-all final rating at their evaluation.

Merit increase pay shall be determined by the scale below for each year of this agreement.

MERIT INCREASE SCALE	
Evaluation Score	Merit Increase
2.1 - 2.3	.5%
2.31 - 2.5	1%
2.51 - 2.71	1.5%
2.72 - 3.0	2%

SECTION 2

Firefighter/EMTs who are promoted to Lieutenant/EMT shall receive an increase of three (3) percent above their current rate or the entrance rate of the classification to which promoted, whichever is greater.

Firefighter/Paramedics who are promoted to Lieutenant/Paramedic shall receive an increase of three (3) percent above their current rate or the entrance rate of the classification to which promoted, whichever is greater.

SECTION 3

Any Firefighter who meets the required state certification guidelines and is assigned by the Fire Chief or their designee to perform the duties below as a part of their normal duties shall receive \$50 per pay period.

Fire Officer I or above

Fire Inspector I or above

Fire Investigator I or above

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.

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

SECTION 1

As of October 1, 2012 all active full-time employees with ten (10) or more years of continuous service will receive a service bonus amounting to a flat \$600 for ten (10) years, and increase by \$600 each five years, with a cap at \$2,400. Should their longevity already exceed the maximum, no additional increases in longevity will be given regardless of the number of years reached. The award will be paid on the employee's date of hire anniversary date.

**ARTICLE 28
DURATION**

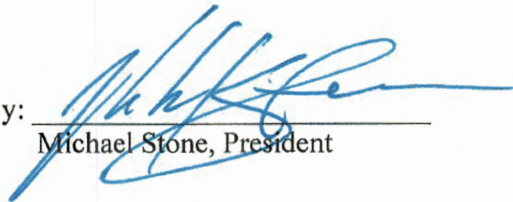
SECTION I:

This Agreement shall become effective as of October 1, 2021 and shall remain in full force and effect until its expiration date, September 30, 2024.

CITY OF TREASURE ISLAND

**PINELLAS COUNTY PROFESSIONAL
FIREFIGHTERS, IAFF LOCAL 4966**

By: 
Amy Davis, City Manager

By: 
Michael Stone, President

Date Signed: 7/28/2021

Date Signed: 28 July 2021

Attest: 

Attest: _____

Appendix A

Paramedic Certification Training Expenses Covered by the City

The following expenses incurred in conjunction with paramedic certification training will be paid by the City. Appropriate documentation (e.g. itemized receipts) for all costs incurred must be submitted to the City.

- Tuition and fees for all courses required to obtain a paramedic certification
- Required textbooks
- Required equipment
- Required uniforms
- Application fees
- Exam fees
- Required health examinations and testing fees
- Required certification or licensure fees
- Any other supplies required by the educational facility to complete paramedic certification training

Expenses that will not be covered by the City include, but are not limited to:

- Travel and/or commuting expenses (gas, mileage, etc.)
- Meals
- Equipment, uniforms and books not required for completion of paramedic training program

Appendix B

APPENDIX B - CBA YEAR 1 FY2021 - 2022

Firefighter / Paramedic

Step		0	1	3	5	7	9	+/- MID
Increase	4.27%	\$16.50	\$17.20	\$17.93	\$18.70	\$19.50	\$20.33	
Step Plan Effective 10/1/21								
GWI	3.00%	\$17.00	\$17.72	\$18.47	\$19.26	\$20.09	\$20.94	(0.01)
Merit	0.00%	\$17.00	\$17.72	\$18.47	\$19.26	\$20.09	\$20.94	(0.01)
Hours	2,912	\$49,504	\$51,601	\$53,785	\$56,085	\$58,502	\$60,977	1761.76

Lieutenant / Paramedic

Step		0	1	3	5	7	9	+/- MID
Increase	2.69%	\$20.96	\$21.52	\$22.10	\$22.69	\$23.30	\$23.93	-
Step Plan Effective 10/1/21								
GWI	3.00%	\$21.59	\$22.17	\$22.76	\$23.37	\$24.00	\$24.65	0.00
Merit	0.00%	\$21.59	\$22.17	\$22.76	\$23.37	\$24.00	\$24.65	0.00
Hours	2,912	\$62,870	\$64,559	\$66,277	\$68,053	\$69,888	\$71,781	2096.64

**APPENDIX B - CBA YEAR 2
FY 2022 - 2023**

Firefighter / Paramedic

Step		0	1	3	5	7	9	+/- MID
Increase	4.27%	\$17.00	\$17.72	\$18.48	\$19.27	\$20.09	\$20.95	
Step Plan Effective 10/1/22								
GWI	2.00%	\$17.33	\$18.07	\$18.85	\$19.66	\$20.49	\$21.37	0.01
Merit	2.00%	\$17.68	\$18.43	\$19.23	\$20.05	\$20.90	\$21.80	0.44
Hours	2,912	\$51,484	\$53,668	\$55,998	\$58,386	\$60,861	\$63,482	2489.61

Lieutenant / Paramedic

Step		0	1	3	5	7	9	+/- MID
Increase	2.69%	\$21.59	\$22.17	\$22.77	\$23.38	\$24.01	\$24.66	0.01
Step Plan Effective 10/1/22								
GWI	2.00%	\$22.02	\$22.61	\$23.23	\$23.85	\$24.49	\$25.15	0.01
Merit	2.00%	\$22.46	\$23.06	\$23.69	\$24.33	\$24.98	\$25.65	0.51
Hours	2,912	\$65,404	\$67,151	\$68,985	\$70,849	\$72,742	\$74,693	2918.12

APPENDIX B - CBA YEAR 3
FY 2023 - 2024

Firefighter / Paramedic

Step		0	1	3	5	7	9	+/- MID
Increase	4.27%	\$17.33	\$18.08	\$18.85	\$19.65	\$20.49	\$21.36	
Step Plan Effective 10/1/23								
GWI	2.00%	\$17.68	\$18.44	\$19.23	\$20.04	\$20.90	\$21.79	(0.00)
Merit	2.00%	\$18.03	\$18.81	\$19.61	\$20.44	\$21.32	\$22.23	0.44
Hours	2,912	\$52,503	\$54,775	\$57,104	\$59,521	\$62,084	\$64,734	2521.93

Lieutenant / Paramedic

Step		0	1	3	5	7	9	+/- MID
Increase	2.69%	\$22.02	\$22.61	\$23.22	\$23.84	\$24.48	\$25.14	
Step Plan Effective 10/1/23								
GWI	2.00%	\$22.46	\$23.06	\$23.68	\$24.32	\$24.97	\$25.64	0.00
Merit	2.00%	\$22.91	\$23.52	\$24.15	\$24.81	\$25.47	\$26.15	0.51
Hours	2,912	\$66,714	\$68,490	\$70,325	\$72,247	\$74,169	\$76,149	2938.62