

**AGREEMENT**

**Between**

**CITY OF MARCO ISLAND**

**And**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 2887**

**October 1, 2021 – September 30, 2024**

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## **ARTICLE 1**

### **PREAMBLE**

#### **Section 1.1**

In accordance with Chapter 447, Part II of the Florida Statutes, this Agreement is entered into by and between the City of Marco Island, Florida (hereinafter the "City") and Local #2887, International Association of Firefighters (hereinafter the "Union").

#### **Section 1.2**

It is the intended purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union. It is contemplated that this Agreement will serve the public interest by maximizing the efficiency and productivity of employees and providing fair treatment & compensation and provides a procedure for the resolution of claims if this Agreement has been violated by either party.

#### **Section 1.3**

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Employees who are covered by this Agreement. The Union recognizes that in order for the City to provide maximum opportunities for continued employment and good working conditions, the City must be in a strong financial position, which means it must do business at the lowest possible cost consistent with fair labor standards, while providing a safe work environment for employees and fire protection for the citizens of Marco Island. Therefore, the Union, as exclusive bargaining agent, assumes a joint responsibility in the attainment of the aforementioned goals and agrees it will cooperate with the City through its agents and designated stewards by supporting the City's efforts to achieve a fair day's work by the employees covered by this Agreement, and to actively combat absenteeism, slowness, and all other practices by employees which restrict or tend to restrict productivity.

#### **Section 1.4**

Members of the bargaining unit are represented exclusively by the International Association of Firefighters, Local #2887. Members of the bargaining unit are therefore prohibited from contacting members of the City Council to collectively bargain wages, hours or terms and conditions of employment or to discuss any grievance that involves the interpretation or application of this Agreement.

#### **Section 1.5**

The use of the male gender in this Agreement includes both males and females. The use of the term "discretion" in this Agreement means at the sole discretion of management.

## **ARTICLE 2**

### **RECOGNITION**

#### **Section 2.1**

The City recognizes the Union as the exclusive bargaining agent for all employees of the City as certified by the Florida Public Employees Relations Commission.

The appropriate bargaining unit is comprised as follows:

INCLUDED:            Firefighters (regular and probationary)  
                         Fire-Rescue Driver Engineers  
                         Fire-Rescue Captains  
                         Firefighter Inspector

EXCLUDED:           All employees of the City in any classification not specifically  
                         included in the above classifications.

#### **Section 2.2**

“Certified firefighter” as used in this agreement means certification by the State of Florida pursuant to section 633.35(2), Florida Statutes.

#### **Section 2.3**

Any City employee responding to a fire scene who performs interior structural firefighting or hazardous materials incident mitigation shall be a certified firefighter.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **Section 3.1**

The management of the City Fire-Rescue personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation; to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job or shift to shift, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change City or Department policies, procedures, rules of conduct, orders, practices and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by the City and by fire personnel; to discipline or discharge employees for just cause; to lay off employees; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the City may determine to be necessary for the orderly and efficient operation of the City. Each of the rights described above shall be vested exclusively in the City, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

The City's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the City from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

#### **Section 3.2**

There shall be complete regard for the right, responsibilities, and prerogative of City management under this Agreement. This Agreement shall be construed so that there shall be no diminution or interference with such rights, responsibilities, and prerogatives, except as expressly modified or limited by this Agreement.

#### **Section 3.3**

If a civil emergency is declared under State law, the provisions of this Agreement may be suspended by the City Manager or designee during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

#### **Section 3.4**

It is understood by the parties that every incidental duty connected with the Fire-Rescue operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other job-related duties not specifically contained in their job description.

### **Section 3.5**

Delivery of City services in the most efficient, effective, and courteous manner is of paramount importance.

### **Section 3.6**

Those inherent managerial functions, prerogatives, and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

### **Section 3.7**

A. Nothing contained in this Management Rights Article shall be interpreted as a waiver of the Union's rights to bargain over the impact of the exercise of management rights on wages, hours, and terms and conditions of employment, as required in Chapter 447, Part II, Florida Statutes and interpretive cases. The request to bargain under this Section must be made within ten (10) calendar days of the written notice of changes to the Union or, if no notice is given, within twenty (20) calendar days of the date a Union Officer (President, Vice President, Secretary or Treasurer) became aware of a change or proposed change that is subject to impact bargaining. The City and the Union will promptly meet to negotiate those impact issues identified by the Union to the extent the City is required by law to negotiate. Except as provided in paragraph C below, the change will not be implemented until the change is resolved by agreement or impasse resolution.

B. Bargaining impasses under this Article not alleging a violation of the contract shall be resolved through the impasse procedure under Florida Statute 447 and not under the Grievance and Arbitration Procedure.

C. Nothing in this Article will prohibit the City from going forward with a proposed action prior to agreement or impasse resolution if allowed by PERC's exigent circumstances rule or other PERC interpretations.

### **Section 3.8**

A. The Union agrees that its members shall comply with all current Fire Division rules and regulations, including those relating to conduct and work performance.

B. The parties also recognize that pursuant to the Management Rights clause of the existing Agreement, the City has the right to amend and modify its rules and to implement reasonable rules and regulations. However, in the interest of fairness and in order to ensure

a timely transition and complete understanding between the Union and the City, the City agrees that it shall give prior notice to the Union of any proposed changes and the City further agrees to meet and confer with the Union at reasonable times and places to discuss any changes. It is the desire of the parties that any issues relating to changes in the rules and regulations shall be worked out in a mutually satisfactory fashion.

C. However, in the event the parties are unable to agree, pursuant to the Management Rights clause, the City shall have the right to implement reasonable rules and regulations; provided, however, that the Union may grieve and arbitrate the implementation of such rules. The issue before the arbitrator shall be whether or not the Union has established that the rule changes are an unreasonable or arbitrary exercise of the City's authority.

## **ARTICLE 4**

### **STRIKE PROHIBITION AND WORK REQUIREMENTS**

#### **Section 4.1**

The Union agrees that it will not under any circumstances or for any reason, including alleged or actual breach of this Agreement or in sympathy for or in support of other employees or Unions, call, encourage, authorize, ratify, or engage in any strike, slowdown, sick-out, non-informational picketing or other interruption of work of any kind against the City of Marco Island.

#### **Section 4.2**

Each and every employee in the bargaining unit covered by this Agreement agrees that he/she will not for any reason, including alleged or actual breach of this Agreement by the City or in sympathy for or support of other employees or Unions, engage in a strike, slowdown, sick-out, non-informational picketing, or other interruption of work of any kind against the City of Marco Island. It is agreed that any violation of this Section shall be grounds for immediate discipline up to and including discharge.

#### **Section 4.3**

The City has the right to discipline or discharge an employee who instigates, participates in or gives leadership to any strike, work stoppage, non-informational picketing, slowdown or sick-out, or any curtailment of work or restriction of service with the City.

#### **Section 4.4**

The City will not engage in any lock-out during the term of this Agreement.

#### **Section 4.5**

Other than disciplinary action against an employee, any alleged violation of this Article shall be resolved in a court of competent jurisdiction and shall not be subject to the Grievance and Arbitration Procedure under this contract.



## **ARTICLE 5**

### **NON-DISCRIMINATION**

#### **Section 5.1**

Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of Union membership, non-membership, or protected concerted activity.

#### **Section 5.2**

Neither the City nor the Union shall discriminate against employees based on race, sex, religion, national origin, disability, age, color, or veteran status, as defined by federal law, or based on the employee's off-duty activity in connection with elections or whether the employee is married, single or divorced.

If a grievance is filed under this Section, prior to the selection of an arbitrator under Article 8, the employee must provide to the City and the Union a signed waiver specifically waiving any right the employee may have to file a charge over the same conduct with the Equal Employment Opportunity Commission or any other federal, state or local agency, and will not file any lawsuit in an effort to enforce a right protected under this Article. If the written waiver is not provided, the grievance will not be arbitral.

## **ARTICLE 6**

### **DEDUCTION OF DUES**

#### **Section 6.1**

The City agrees to deduct Union dues once each month in the amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request it in writing that such deductions be made. The City shall remit these deductions each month to the Treasurer of the Local Union. No deductions will be made for initiation fees, assessments or fines.

#### **Section 6.2**

Any authorization for dues deduction may be canceled by the employee upon thirty (30) days' written notice to the City and the Union. The City will provide a copy of any cancellation to the Union.

#### **Section 6.3**

The Union agrees to indemnify, save and hold the City harmless from any and all suits or actions taken because of the City's compliance with the provisions of this Article, and further agrees to pay the reasonable expense of the City in defending against any such suits.

#### **Section 6.4**

No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off. No dues shall be deducted other than for the current pay period, except to correct errors.

## **ARTICLE 7**

### **SENIORITY**

#### **Section 7.1**

Seniority is defined as continuous service with the Fire Rescue Department and is that time actually spent on active payroll plus those periods specified in Section 7.2 of this Article. The Union shall receive a copy of the seniority list upon request.

#### **Section 7.2**

In computing an employee's seniority, the following periods of time shall be included:

- A. Approved leaves of absence with pay.
- B. Personal Leave Time off duty.
- C. Periods of temporary layoff for a CBA (Collective Bargaining Agreement) employee up to twelve (12) months.
- D. Qualifying periods of service in the Armed Forces of the United States, whether paid or unpaid.
- E. Leave granted under the Family Medical Leave Act, whether paid or unpaid.
- F. Period of time necessary to be able to return to work on a full-time basis arising out of a job related illness or injury, not to exceed one (1) year, unless the employee's prognosis at the end of the first year is that the employee will recover sufficiently prior to the end of the next twelve (12) months to return to work full-time.

#### **Section 7.3**

Unless otherwise stated, an employee shall be terminated and shall lose all accumulated seniority if:

- A. The employee voluntarily resigns.
- B. The employee is discharged.
- C. The employee has been continuously laid off for a period of more than twelve (12) months.
- D. The employee fails to return to work on the date designated in a notification to return to work following layoff, provided that a minimum notice to return to work of seven (7) calendar days shall be given. Such notification to return to work shall be by certified

mail or telegram delivered to the employee's last known address as shown in the City's records.

E. The employee fails to return to work at the end of any period specified in Section 7.2 unless the employee has notified the Fire Chief in writing of an inability to return and the Fire Chief agrees in writing to extend the employee's absence from work. An extension will only be granted in compelling circumstances which prevented the employee from returning to work.

In the event the City subsequently rehires an employee who has lost his/her accumulated seniority, the employee shall be considered a new employee for all purposes under this Agreement.

#### **Section 7.4**

When additional personnel are hired, employees will be on probation during the first twelve months of employment following certification as a firefighter. During probation, any disciplinary action taken against the employee which would entitle a regular employee to arbitration under the Arbitration Procedure shall not entitle the probationary employee to arbitration.

#### **Section 7.6**

In the case of personnel reduction, employees shall be laid off based upon their qualifications and disciplinary record, with the selected employee having comparatively lesser qualifications and/or a worst disciplinary record in the reasoned estimation of the Fire Chief. For purposes of this article, qualifications will be defined as the employee's ability to perform the job efficiently and effectively as set forth in the "Position Description" for the classification, and "disciplinary record" will be defined as any information in which the employee has been found to have violated City/department policy.

As between two or more employees for whom such considerations are deemed equal by the Fire Chief, seniority as defined in Section 7.1 shall be the deciding factor in determining the order of layoff, with the less senior employee being laid off first. The burden of proof will be on the Union to demonstrate equal qualifications and disciplinary record as between the more senior employees who were laid off and the retained employees who would otherwise have been laid off.

#### **Section 7.7**

While on layoff, it is the responsibility of the employee to maintain all licenses and certifications required by the job description and state requirements to be eligible for recall rights under this Article. Recall to classifications covered by this Agreement will be in the reverse of layoff. If an employee has paid the cost of maintaining a required license or certification while on layoff, the City will reimburse the cost of the license or certification upon return to work. The City will not pay for time spent in training/classes to maintain licenses/certifications. The employee may attend City-provided training, without pay, while on layoff.

## **ARTICLE 8**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 8.1**

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed to and understood by both parties that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

#### **Section 8.2**

For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement which is subject to the Grievance Procedure.

#### **Section 8.3**

Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his or her own grievance in person or by a representative to the City and having such grievance adjusted without the representation of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement. If the employee requests Union representation, the employee grievant will notify the City. It is the responsibility of the City to notify the Union of any meeting beginning at Step 1 of this procedure called for the resolution of such grievance.

#### **Section 8.4**

A. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process his/her grievance.

B. The commencing of legal proceedings against the City in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the grievance and arbitration procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement. It is the intent of both parties that the same issue not be heard under both the Arbitration Procedure and before PERC or a court.

#### **Section 8.5**

All grievances must be in writing and must contain the following information:

- (1) Article and Section of the Agreement alleged to have been violated;
- (2) A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;
- (3) Signature of aggrieved employee or the Union representative and date signed; and
- (4) Signature of the Union representative (must be a designated official) if the grievant requests Union representation,
- (5) All witness statements, evidence and facts that will be used by management and/or the arbitrator to render an informed decision must be submitted at Step 2.
- (6) Email submission and correspondence of a grievance is permissible.

Any grievance not containing the information set forth above may be processed through the grievance procedure, at the discretion of the City, but shall not be subject to arbitration absent the mutual consent of the parties.

#### **Section 8.6**

Grievances shall be processed in accordance with the following procedures:

**STEP 1:** The grievant shall present in writing his/her grievance to the employee's Division Chief within seven (7) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The Division Chief shall reach a decision and communicate in writing to the grievant within seven (7) calendar days from the date the grievance was presented to him/her. Failure of the Division Chief to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

**STEP 2:** If the grievance is not settled at the first step, the grievant, within seven (7) calendar days of the answer in Step 1, or if no answer was received under Step 1, within seven (7) calendar days of the date the answer was due, may appeal the grievance to the Fire Chief or the Chief's designee. The Chief or designee may investigate the alleged grievance and may, within seven (7) calendar days of receipt of the written grievance, conduct a meeting between the Chief, other City representatives as necessary, the grievant and the grievant's Union representative. The Chief or designee shall notify the aggrieved employee of a decision no later than seven (7) calendar days following the submission of the grievance at Step 2. Failure of the Fire Chief to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

**STEP 3:** If the grievant does not settle his/her grievance in Step 2, the grievant, within seven (7) calendar days of the answer in Step 2, or if no answer was received under Step 2, within seven (7) calendar days of the date the answer was due, may appeal the Step 2 answer to the City Manager. The City Manager, or designee, may investigate the

grievance as appropriate and may, within fourteen (14) calendar days of receipt of the written grievance, conduct a hearing or meeting between the City Manager, other City representatives as needed, the grievant and the grievant's Union representative. The City Manager shall notify the grievant in writing of a decision not later than fourteen (14) calendar days following the submission of the grievance at Step 3. Failure of the City Manager to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4.

**STEP 4:** If a grievance, as defined in this Article and which complies with Section 8.5 and complies with the time limits, has not been satisfactorily resolved within the grievance procedures, the grievant may, within fourteen (14) days after the response is received at Step 3 of the Grievance Procedure, request a panel of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). A copy of the written request will be provided to the City Manager.

### **Section 8.7**

Upon receipt of the list, each party can strike up to four (4) arbitrators and rank those not struck and return the list to the FMCS, within twenty-one (21) days of the date the panel was received. The parties can mutually agree to change to the American Arbitration Association during the term of the contract.

### **Section 8.8**

The following general rules are applicable to this Article:

- A. Any grievance involving suspension or termination must be filed with the City Manager at Step 3 within seven (7) days of the receipt by the employee of the written notice of suspension or termination.
- B. The grievant may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the City mutually agree in writing that the grievance is precedent setting.
- C. No grievance can be amended or supplemented after the initial management response at Step 1 (Step 3 if it involves a suspension or termination) without the written consent of the City Manager.
- D. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
- E. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.

F. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Section 8.2 and which comply with the requirements of Section 8.5 and all-time limits established by this Article.

G. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievance as written under Step 1 of Section 8.6 (Step 3 if the grievance involves a suspension or discharge).

H. In disciplinary and discharge cases, the burden of proof is on the City. In contract interpretation cases, the burden of proof is on the grievant. In all except criminal cases, the "greater weight of the evidence" standard is applicable. If the employee is accused of criminal conduct, the clear and convincing evidence standard will apply.

I. The arbitrator shall deduct any unemployment compensation received by the grievant from back wages in a suspension or discharge case.

J. When back pay is awarded, no damages, interest, costs or attorney's fees will be added to the back pay. Back pay awards shall not be retroactive for more than fourteen (14) days prior to the filing of the grievance. For any other award authorized by this contract, no additional monies, interest, costs or attorney's fees will be added.

K. Only grievances based on events or occurrences which occur during the term of this Agreement can be processed under this Article unless the Agreement expires prior to the parties ratifying a successor agreement. As such, after the expiration of this Agreement, there is no duty upon the City to process or arbitrate any grievance, unless the facts upon which the grievance is based occurred prior to the ratification of a successor agreement.

L. Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at anyone hearing.

M. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.

## **Section 8.9**

The arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on the City, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

## **Section 8.10**

Each party will be responsible for one-half (1/2) of the arbitration bill. Expenses for witnesses, attorneys and requested transcripts shall be borne solely by the party requesting and/or utilizing them. If a transcript of proceedings is requested by the arbitrator, the parties will share the cost of the transcript and one copy.



## **ARTICLE 9**

### **FIREFIGHTER BILL OF RIGHTS**

#### **Section 9.1**

The City understands that the requirements of the Firefighters' Bill of Rights, Title X, Chapter 112, Part VIII, Section 112.80 et.-seq Florida Statutes are applicable to the members of the bargaining agreement.

## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

#### **Section 10.1**

All Firefighting personnel assigned to shift operations will work a three (3) shift system, 48 hours tour on duty followed by 96 hours off duty. A Kelly day (24 hours non-paid off duty) will be scheduled every six (6) weeks. Only one (1) Kelly day will be selected every six (6) weeks by employees on a seniority basis from the days available. Forty (40) hour personnel will work a forty (40) hour workweek as assigned by the Fire Rescue Chief or his designee.

#### **Section 10.2**

The current beginning and ending (07:45-07:45) of the 48 hour tour of duty will remain in effect; however, it can be modified by the Fire Rescue Chief or designee upon thirty (30) days written notice to the Union to as early as 07:15 or as late as 08:15. . Forty (40) hour personnel will work in accordance with the schedule approved by the Fire Rescue Chief or his designee.

#### **Section 10.3**

The City reserves the right to require mandatory overtime when necessary, as provided in this Article and in accordance with departmental policy.

#### **Section 10.4**

In assigning non-continuous bargaining unit overtime work for work within the City, a reasonable effort will be made to distribute overtime fairly and equitably over an extended period of time among employees. This Section does not apply to holdover overtime, emergency overtime such as that caused by a hurricane, flood, fire, or other disaster, nor does it apply to out-of-County emergency assignments such as wildfires or other mutual aid support. In the event of a misassignment of overtime, the City will make a good faith effort to correct the error as additional overtime opportunities become available. In no event will an employee be paid for time not worked under this Section.

#### **Section 10.5**

The City reserves the right to require a bargaining unit member to work overtime.

#### **Section 10.6**

Employees will receive time and one half (1 ½) for all hours an employee is required to remain at work beyond their normal schedule. Employees will receive overtime on their bi-weekly paychecks. (14 day)

Example: An employee is assigned to work a 24 or 48 hour shift and is required to work 2 additional hours beyond the shift for a call the employee will receive 24 hours at normal rate of pay and 2 hours at time and one half (1 ½).

### **Section 10.7**

All employees covered by the terms of this Agreement who are called back to work from off-duty under Sections 10.3 or 10.4 shall be paid a minimum of two hours' pay or the hours actually worked at the applicable pay rate in accordance with Section 10.6 . An employee will be considered "off duty" under this Section once his/her regular shift or overtime assignment has ended and the employee has physically left the Station in a personal vehicle. This Section does not apply if the employee has failed to complete his/her normal work assignment at the time he/she leaves or returns, or if the employee must return, for example, to turn in vehicle keys taken by mistake.

### **Section 10.8**

All employees who are held over (required to remain at work immediately after their normal quitting time) shall be paid for hours worked at the applicable pay rate in accordance with Section 10.6. To the extent permitted by the Fair Labor Standards Act, overtime will not be paid without the written approval of a non-bargaining unit supervisor.

### **Section 10.9**

At the employee's option and with the prior approval of the Fire Chief, an employee may elect to receive compensatory time in lieu of overtime pay. Compensatory time will be accrued at the rate of one- and one-half hours for each hour of overtime worked, capped at a total of one hundred and twenty (120) hours. All compensatory time accrued by the employee shall be included in the maximum cap as referred to in Section 15.3. The City reserves the right at any time to buy back-accrued compensatory time at the employee's then hourly rate of pay. An employee who has accrued compensatory time and requests use of the time shall be permitted to use the time off within a reasonable period after making the request if it meets department policy and does not unduly disrupt the operations of the Fire Department.

### **Section 10.10**

Normal station duties will be performed between 06:30 and 17:00 hours. Training, public education and all other tasks may be performed at any time an employee is on duty. If such activities, other than emergency activities, are being performed, employees will be given meal breaks and at least one (1) rest break between meal breaks at appropriate times.

### **Section 10.11**

Absent an emergency, direct deposits and/or paychecks will be distributed bi-weekly.

## **ARTICLE 11**

### **EDUCATIONAL ASSISTANCE**

#### **Section 11.1**

Upon prior request and approval, the City may provide educational assistance to employees for educational programs designed to enhance the value of the employee to the City.

#### **Section 11.2**

The City shall determine, through the annual budget process, the amount of funds available to the Fire/Rescue Department for the Educational Assistance program.

#### **Section 11.3**

To be eligible for reimbursement:

- A. The employee must request and receive approval of the Fire Chief prior to any course being taken.
- D. The course must be completed and the employee must receive a grade of at least:
  - (1) “C” in an alphabetical system;
  - (2) 70 out of 100 in a numeric system; or
  - (3) Pass in a Pass/Fail system.
- E. The employee must be actively employed at the time of completion of the course and at the time reimbursement is sought.
- F. The amount payable for reimbursement shall be the actual tuition paid, not to exceed the established credit hour rate of tuition as charged by Florida Gulf Coast University.

**Section 11.4**

The employee must agree to reimburse the City if the employee voluntarily leaves the City's employ within two (2) years of receipt of reimbursement, which shall be deducted from any final accrued payment which may be due.

**Section 11.5**

Upon receipt of an accredited degree, employee will be eligible for supplemental compensation as provided by Florida Statutes.

## **ARTICLE 12**

### **TRAINING**

#### **Section 12.1**

The City shall determine the policies affecting the training of all employees.

#### **Section 12.2**

All personnel required by the City to obtain and/or maintain state certifications shall receive the training necessary to maintain and keep their current certifications active during paid time. Any employee required to attend a training session by the City during the employee's off duty time will be compensated for attending such sessions as required by this agreement in accordance with Section 10.6 at the applicable rate for actual class time and such other time as may be required by law. Required training shall be provided by the City at its cost.

#### **Section 12.3**

Employees completing required training and maintaining certification will receive supplemental compensation as provided by Florida Statutes.

## **ARTICLE 13**

### **WAGES**

#### **Section 13.1**

Effective October 1, 2021 all CBA members will be placed into the appropriate step plan matrix, according to years in position (Appendix A). The City will validate the step plan placement of each bargaining unit member.

The Step Plan Matrix (Appendix A) includes the following annual adjustments to base salaries:

October 1, 2021: 8%

October 1, 2022: 5%

October 1, 2023: 5%

#### **Section 13.2**

Employees with a college degree will receive such additional compensation as may be provided by the State of Florida to the City. Additional compensation for employees who have a college degree as of October 1, 2000 is included under the Base Rate.

#### **Section 13.3**

All firefighters are required to drive, operate and maintain all fire rescue vehicles and apparatus.

#### **Section 13.4**

State EVOC certification is a condition of employment. Employees currently certified must remain certified. Employees must also have a valid Florida Driver's License with the necessary classifications to drive emergency vehicles.

#### **Section 13.5**

- a. Employees currently EMT or Paramedic certified must maintain their EMT or paramedic certification as a condition of employment, unless the parties mutually agree to the contrary. The cost and time to retain certification will be paid by the City as provided in Article 12.
- b. If the City decides to make Paramedic certification a condition of employment, employees who are not Paramedic certified at the time of the notice that certification will be required will be given three years to become certified, unless the parties mutually agree to the contrary.
- c. Entry level or newly certified Paramedics must be Department Physician credentialed within a 12-month period. The Fire Chief reserves the right to extend the period to meet this section.

### **Section 13.7**

Persons promoted to Fire Rescue Driver Engineer or Captain shall receive the entry base wage for the position in accordance with Appendix A.

### **Section 13.8**

Personnel utilizing the specialized skills and certifications as outlined below in accordance with the level of service offered by the City will be compensated in the following manner. The skill incentives shall be calculated in the base rate.

The City agrees to pay skill incentives as stated in the following schedule on an annual rate for the following fiscal year:

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<b>Skill Incentives</b>	
Department Physician Credentialed Paramedic	\$10,500.00
Collier County Certified Hazardous Material Technician	\$ 2,250.00
Dive Rescue (max. 15)	\$ 1,500.00
Rescue Lieutenant (reference 13.13)	\$ 1,000.00
Certified Boat Operator (max. 9)	\$ 1,500.00
Field Training Paramedic (3)	\$ 1,500.00
State Certified Pump Operator with Aerial Certificate (Driver Engineers and Captains not eligible)	\$ 500.00
State Firesafety Inspector II Certification (40 hr. personnel only)	\$ 500.00
State Fire Investigator Certification (40 hr. personnel only)	\$ 500.00
Fire Marshall, acting out-of-class (40 hr. personnel only)	\$1,250.00

### **Section 13.9**

Personnel will not be assigned, as primary Crew members, to the Collier County EMS transport vehicle.

### **Section 13.10**

The City recognizes the fact that on the job training helps prepare individuals for promotion; therefore, Fire-Rescue Captains may be required to fill in for and perform the functions of a Division Chief and will receive an annual bonus of one thousand two hundred and fifty dollars (\$) (\$1,250.00) for the performance of those duties. The City will compensate six (6) or more individuals on the current Captains promotional list or by assignment the annual compensation of one thousand two hundred and fifty dollars (\$) (\$1,250.00) for performing the duties of Captain. All other personnel may be required to fill in and perform the functions of Captain at no additional compensation

### **Section 13.11**

The City reserves the right to determine job skills or assignments that the City will pay a



skill incentive other than those outlined in this Agreement. The number of personnel assigned to teams or receiving incentives is determined by management rights as outlined in Article 3.

### **Section 13.13**

The Fire Chief will appoint three (3) Firefighter/Paramedics, one (1) per shift to serve as Field Training Paramedics (FTP) whose roles and responsibilities will be defined in Department policy. A \$1500 incentive will be provided to the individuals appointed to the FTP position for the performance of the job duties. An FTP successfully performing in this position for a period of two years will be eligible for appointment by the Fire Chief to Rescue Lieutenant. Personnel appointed to Rescue Lieutenant will receive an additional \$1000.00. Field Training Paramedics (FTP) Qualifications will be determined by the Labor Management Committee.

## **ARTICLE 14**

### **FRINGE BENEFIT ALLOWANCE**

#### **Section 14.1**

A fringe benefit allowance equal to ten percent (10%) of the bi-weekly earnings shall be available to each full-time employee. The employee may use the fringe benefit allowance toward the purchase of benefits from the “cafeteria” of benefits made available by the City. These benefits may include:

1. Health and Dental Insurance
2. Life Insurance
3. Disability Insurance

The employee will make a selection of benefits during the annual designation period. The cost of benefits in excess of that which is available under this Section will be paid by the employee through payroll deduction. Bi-weekly earnings include only the regular straight-time, overtime compensation and personal leave time paid when leave time is taken. The benefit allowance will not be applicable to any lump sum payments provided under any Article of this contract.

#### **Section 14.2**

Any unallocated fringe benefit allowance will be paid to the employee through the bi-weekly payroll. The City shall have the exclusive right to determine the “cafeteria” of benefits made available by the City. The City will continue to pay FICA, unemployment tax, and workers’ compensation.

#### **Section 14.3**

The City agrees that, , the employee contribution for health and dental insurance will be the same as provided to all general employees and the plan chosen by the employee.

## **ARTICLE 15**

### **PERSONAL LEAVE TIME**

#### **Section 15.1**

A. All full-time employees shall earn paid personal leave time based on total years of service with the City. Personal leave time for personnel assigned to shift is accrued on a bi-weekly basis as follows:

<i><b>Years of Service</b></i>	<i><b>Shift Accrued Annually</b></i>	<i><b>Hours Accrued Annually</b></i>	<i><b>Maximum Accrued Hours</b></i>	<i><b>Minimum * Hours to be Used Per Year</b></i>
<b>0 thru 2</b>	9.00	216	936	-0-
<b>3 thru 4</b>	10.00	240	936	48
<b>5 thru 12</b>	12.00	288	936	96
<b>13thru 14</b>	13.00	312	936	120
<b>15 years+</b>	14.00	336	936	144
<b>20 + years</b>	15.00	360	936	168

*\* The minimum annual usage starts with the first full calendar year after initial employment.*

B. Personal leave time is accrued on a bi-weekly basis for forty (40) hour personnel in the same manner as afforded to general employees.

C. An employee who leaves the City for any reason shall be paid in a lump sum payment all accrued personal leave at the hourly rate in effect on the date of termination, up to a maximum of 936 hours for shift personnel and 720 hours for 40-hour personnel.

#### **Section 15.2**

Employees shall schedule personal leave with their immediate supervisor in accordance with departmental policies. Whenever possible, all personal leave will be requested and approved at least thirty-six (36) hours in advance. Staffing requirements and the ability to serve the public shall be considered in approving the leave request. Personal leave used for sick leave or emergency situations requires daily call-in in accordance with department requirements or with as much notice as possible.

Personal leave shall not be granted in advance of being accrued. Forty (40) hour personnel will take their leave in increments of one full workday unless a different increment is approved by their supervisor.

### **Section 15.3**

The personal leave year shall be October 1 through September 30. On October 1 of each year, any accrual in excess of 936 hours for shift personnel and 720 hours for forty (40) hour personnel will be lost. Compensatory time earned pursuant to Section 10.9 will count towards the leave cap set forth in this provision, except that in no event will an employee lose any such compensatory leave time. It is the employee's responsibility to monitor his/her personal leave time, provided that leave accruals are shown on each pay stub or are otherwise regularly reported by the City. Scheduled leave cancelled by the City due to an emergency will not be lost.

### **Section 15.4**

Notification of absence due to illness, off-duty injury, or exposure to a contagious disease shall be given to the on-duty shift supervisor by the employee or the employee's spouse or child by 06:30 a.m. and by 06:30 a.m. each scheduled workday thereafter for shift and forty (40) hour personnel.

### **Section 15.5**

An "occurrence" of an unscheduled use for shift personnel of personal leave for shift personnel may be less than a full shift, or one or more consecutive uninterrupted shifts. Absences of less than one-half of a 24-hour work shift shall not be considered an occurrence unless such absences are taken from 07:45 to 15:45 or in accordance with Section 15.2 and departmental policy. An "occurrence" of an unscheduled use of personal leave for personnel assigned to forty (40) hours may be less than a full workday, or one or more consecutive uninterrupted workdays. If the employee is sent home by a non-bargaining supervisor, it will not be considered an occurrence. Scheduled days off are not considered to be an interruption of the occurrence when the Fire Chief is provided a report of illness from a licensed physician that starts before and is contiguous beyond previously approved leave time. Time off as a result of a workers' compensation illness or injury will not be considered an occurrence. A relapse of an immediately preceding workers' compensation illness or injury is not a separate occurrence.

### **Section 15.6**

Employees may have three (3) "occurrences" of unscheduled personal leave within the year (October 1 – September 30). Thereafter, each unscheduled absence shall require the use of two (2) personal leave hours for each unscheduled hour of absence, unless documentation satisfactory to the Fire Chief or designee is provided by the employee upon return to work to justify the unscheduled personal leave. Decision is at the sole discretion of the Fire Chief. If the employee does not have accumulated personal leave hours, then the employee shall not be paid for the absence. Abuse of this benefit will result in disciplinary action.

### **Section 15.7**

If an employee has unscheduled leave for more than one (1) consecutive tour of duty for shift personnel and one full workday for forty (40) hour personnel the employee may be required

by the Fire Chief at the Chief's discretion, to file a report of illness from a licensed physician of the City's choice with the Fire Chief. The City will pay for the required medical visit by reimbursing the employee upon presentation of the receipt.

### **Section 15.8**

Employees shall request scheduled personal leave time as follows:

A. Employees shall select scheduled personal leave before December 15 for the following calendar year. The selection of these days will be based on actual days available on the schedule at the time of selection.

Those employees who select personal leave by December 15 will have dates awarded on a seniority basis subject to the limitations under this Section and department leave policy. Dates requested after December 15 will be granted on a first request/first honored basis. The City reserves the right to refuse dates requested after December 15 based on staffing requirements, anticipated work load, and current status of operations and scheduled time off for all bargaining unit employees.

B. The City reserves the right to refuse to schedule personal leave time during specific periods. The times when leave can be scheduled will be identified prior to the December 15 scheduling by employees under paragraph "A" above.

C. If an employee transfers, from one shift to another, selected leave dates are not carried forward absent the consent of the Fire Chief.

### **Section 15.9**

**EMERGENCY MEDICAL LEAVE POOL:** The City agrees to an emergency medical leave pool funded by donations of personal leave time of bargaining unit members for the benefit of other employees. Members of the Union may donate their PL in eight (8) hour increments to the leave pool. Use of hours from this pool shall be approved by the bargaining unit President or written designee. No employee shall receive more than five hundred (500) leave pool hours in any calendar year. All forms and procedures are to be approved by the City and in accordance with the Department Leave Policy.

### **Section 15.10**

**CASH CONVERSION OF ACCUMULATED PERSONAL LEAVE DAYS:** For personal leave days accumulated, an employee may elect to be paid in cash, at the then current rate of pay plus fringe benefit allowance, provided that:

1. Employee has completed at least one year of continuous employment.
2. Cash conversions are restricted to the excess over 450 hours in the employee's personal leave account, as of the date of the withdrawal.

3. Cash conversions are permitted in July and December, or at the discretion of the City Manager.

4. Cash conversions for 40-hour employees will follow the most current City “Personnel Rules & Regulations Manual”

## **ARTICLE 16**

### **HOLIDAYS**

#### **Section 16.1**

Each bargaining unit employee assigned to shift will receive eighty-eight (88) hours of holiday pay at straight time on his/her first paycheck in October. This compensation shall be in lieu of overtime pay for Holidays worked. Forty (40) hour personnel will be entitled to the holidays off in accordance with City policy.

#### **Section 16.2**

Any Employee assigned to shift separating employment will refund to the City the prorated amount of the (88) hours of holiday pay equal to 1/12 th for each separated month. Example; Employee leaves on January 10 he/she will refund 9/12 of (88) hours pay. Reconciliation will occur in the employees final paycheck.

## **ARTICLE 17**

### **FAMILY MEDICAL LEAVE ACT**

#### **Section 17.1**

All employees are covered by the City's Family Medical Leave Act Policy.



## **ARTICLE 18**

### **ON DUTY INJURIES**

#### **Section 18.1**

If an employee suffers an injury or illness occurring in the performance of his/her duties, provided said injury or illness is otherwise deemed compensable under Chapter 440, Florida Statutes, the employee will be eligible for workers' compensation as provided by law. In addition, the City will:

- A. Pay the employee the employee's regular straight-time rate for regularly scheduled hours for the first seven (7) calendar days (the remainder of the shift on which the injury/illness occurs and the two remaining regularly scheduled shifts). In exchange for regular pay under this paragraph, the employee will endorse to the City any check that the employee receives from workers' compensation insurance for the first seven (7) calendar days of absence.
- B. After the first seven (7) calendar days through twelve (12) weeks from the date of the injury/illness, the City will continue to provide the employee his/her regular paycheck minus appropriate deductions. Should the City discontinue self-insurance during the length of this agreement the employee is required to sign over any issued workers compensation checks to the City.
- C. If the employee is still unable to return to work at the conclusion of the twelve (12) week period, the employee will continue to receive workers' compensation benefits as allowed by State Law, and the City's obligation to return the employee to full duty will be set forth in State and Federal Law.
- D. Compensation under paragraphs A and B above will not be charged to the employee's personal leave time account.

#### **Section 18.2**

Light duty, if available, will be on a temporary basis and will be offered at the discretion of the City.

## **ARTICLE 19**

### **YEARLY EXAMINATION**

#### **Section 19.1**

The City shall require an annual medical physical examination for each bargaining unit member. The annual medical physical examination will use the recommendations of NFPA 1582 Comprehensive Occupational Medical Program For Fire Departments as a guideline and may include, but not limited to medical history (including exposure history), physical examination, blood tests, stress test, urinalysis, vision tests, audiograms, spirometry, chest x-ray (every 5 years or if medically indicated), electrocardiogram, cancer screening, immunization and infectious disease screening (PPD, Hep C, Hep B, Tetanus, MMR, Polio, Hep A, Varicella, Influenza, HIV screening) or additional tests as determined by medical direction for tasks associated with job responsibilities.

All test results will be reviewed by the physician who will make health and fitness improvement recommendations to the employee.

The Fire Chief will receive a memorandum from the Physician confirming that the employee was examined and that the employees does or does not meet specific requirements of the job description and is qualified as follows:

1. The employee is Medically Qualified
2. The employee is Medically Qualified with Recommendations
3. The employee is not Medically Qualified

The Physician will make recommendations relative to light duty restrictions if necessary.

No further information regarding the annual medical physical examination shall be given to the Fire Chief or any other City official or employee by the examining physician, hospital or clinic. In the event the employee is advised to see a physician of the employee's choice, the employee's physician shall contact the examining physician within thirty (30) days to advise him that the employee is under his care.

#### **Section 19.2**

It will be the responsibility of the City to see to it that each employee receives a blood gas analysis if hospitalized (including Emergency Room) and it is evident that the employee has suffered smoke inhalation while in the course of performing his job function, provided the medical facility is equipped to perform the analysis.

**Section 19.3**

Each employee will receive a series of Hepatitis-B vaccinations during the first year of employment.

**Section 19.4**

If an employee is unable to assume his/her regular duties under Section 1, the City, at its option, may offer a temporary light duty position for which the employee is qualified.

## **ARTICLE 20**

### **BEREAVEMENT/JURY DUTY/WITNESS DUTY**

#### **Section 20.1**

**Bereavement:** A employee shall be granted, upon request, up to 48 hours of bereavement leave with pay, due to a death in his/her immediate family. "Immediate family" for the purposes of this Section only shall mean father, mother, brother, sister, step-father, step-mother, step-brother, step-sister, step-child, foster-child, wife, husband, son, daughter, grandfather, grandmother and grandchildren of both the employee and the employee's spouse or an individual that regularly resides with the employee. Leave in excess of two shifts if requested and granted, will be charged to the employee's personal leave time account, unless the City grants additional time. Bereavement leave for forty (40) hour personnel is the same benefit as afforded to general City employees.

#### **Section 20.2**

**Jury Duty:** When a regular employee is required to serve on jury duty, the employee shall be relieved of responsibility for his/her regular work shift and the City shall pay the employee the amount that the employee would have received had the employee worked his/her regular work shift. All employees who are required to serve on jury duty shall report to their supervisor that they have been subpoenaed for jury duty within twenty-four (24) hours of receiving such notice, when possible, but in no event later than the beginning of the next work shift. When an employee is released or is excused from jury duty for the remainder of a workday or permanently, the employee shall, as soon as possible, notify the on-duty supervisor of the employee's availability for work and report to duty. To receive payment under this Section, payments received by the employee for jury duty, except for meals, travel and lodging expenses, shall be endorsed to the City.

#### **Section 20.3**

**Witness Duty:** Employees who are required or requested to attend any legal proceeding on duty as the result of the work they perform for the City, or are subpoenaed to any court or deposition arising out of work performed for the City, shall be paid his/her regular hourly rate of pay and be relieved from normal work responsibilities until released, provided their personal interests are not adverse to the City. In the case of an off-duty obligation to attend court or a deposition arising out of work performed for the City where the employee's personal interests are not adverse to the City, the employee shall be paid his/her applicable rate of pay. It shall be the employee's responsibility to notify his/her scheduling supervisor and provide a copy of the legal documentation. For any court appearance or legal proceeding, whether paid or unpaid, it shall be the employee's responsibility to document the following: time arrived, time released, and a signature from the party requiring their attendance. Payments received by the employee for witness duty, except for meals, travel and lodging expenses, shall be endorsed to the City if the employee is paid by the City under this Section. All employees who are representing the City in any legal proceeding will wear their issued uniform. Any court appearance in a personal lawsuit,

at a deposition not provided for above, or in any arbitration, will not be considered as work time and will not be paid by the City.

#### **Section 20.4**

**Military Leave.** In accordance with applicable federal and state law for training duty, any employee who is a commissioned reserve officer, reserve enlisted person or a member of the National Guard will be entitled to leave for military training duty with full pay and without loss of benefits, up to a maximum of 240 hours annually. If active duty for training continues beyond 240 hours, . Further, any employee who is a servicemember in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Extended periods of military leave shall be governed by state and/or federal law.

Military leave shall not affect an employee's right to earn vacation or sick leave. Requests for military leave shall be submitted in writing, including proper documentation of duty orders, with as much advance notice as possible before the commencement date.

## **ARTICLE 21**

### **PERSONNEL FILE**

#### **Section 21.1**

An employee shall be given a copy of each disciplinary entry made into his/her personnel file within 72 hours of entry. Placement in the employee's electronic mailbox shall be considered delivery. The employee shall be given the opportunity if he/she wishes to respond to the entry and such response shall be made part of his/her file.

#### **Section 21.2**

Personnel records are public records under law and, except for those items exempted by state and federal law, will be made available to the public to the extent provided by law.

## **ARTICLE 22**

### **DRUG TESTING POLICY**

#### **Section 22.1**

All employees are covered by the City's Drug Free Workplace Policy.

## **ARTICLE 23**

### **UNIFORMS AND PROTECTIVE CLOTHING**

#### **Section 23.1**

Uniforms will be provided on an annual basis dependent on need. Boots will be issued and replaced when necessary. Uniform articles issued under this Section are for duty use only.

#### **Section 23.3**

The employee will be responsible for taking care of and the appropriate use of all clothing and protection equipment issued by the City. In the event an employee leaves the employ of the City, he/she shall return all issued clothing provided under Article 24 and all safety equipment or other City property in the employee's possession to the City prior to receipt of the check for the personal leave time payout. The current replacement cost for items not returned will be deducted from the payout check.

#### **Section 23.6**

At the sole discretion of the Fire Chief, which will be determined on a case-by-case basis, the City may reimburse an employee for any personal property damaged or destroyed in the conduct of work except for customary wear and tear or in the event of negligence by the employee. Loss of less than \$15.00 value shall not be submitted, and reimbursement will be capped at \$500.00 for any bargaining unit member within a one-year period.



## **ARTICLE 24**

### **LABOR / MANAGEMENT COMMITTEE**

#### **Section 24.1**

The City and the Union will strive to ensure a relationship founded upon trust, cooperation, and shared goals to assure that decision making relating to the interpretation and administration of the collective bargaining agreement is fair and appropriately balanced the interest of both parties. To engage in a participate effort to oversee the relationship between management staff and bargaining unit members. To communicate in an open and constructive manner and encourage the dissemination of timely, relevant information so that decision making, and the management of change can occur at the most effective level. To promote total commitment from management and bargaining unit to improve the working environment and support the efforts of the Fire Rescue Department.

#### **Section 24.2**

The City will make reasonable efforts to provide and maintain safe working conditions, as required by applicable law. To this end, the Union will cooperate and encourage the employees to work in a safe manner.

#### **Section 24.3**

A Labor- Management Committee shall consist of members of the Executive Board, or designees, the Fire Chief and Deputy Fire Chief.

#### **Section 24.4**

The Committee shall meet on a quarterly basis, or more often by mutual consent, and such meetings shall be held during business hours.

## **ARTICLE 25**

### **UNION BUSINESS**

#### **Section 25.1**

The City agrees to provide a place for a bulletin board at all fire stations to which bargaining unit personnel are regularly assigned for the purpose of posting Union letters and materials. The bulletin board can only be used for announcement of Union meetings or official Union business and all items posted will have the initials of the board member posting, date posted and date for removal.

#### **Section 25.2**

Any meetings between Union representatives and the Fire Chief or designee shall be pre-arranged. Union business can be handled no earlier than 1900 hours.

#### **Section 25.3**

A complete list of Union representatives and committees shall be furnished to the Fire Chief and any changes of these shall be promptly reported in writing to the Fire Chief in order for the City to recognize the changes. The City will recognize one steward on duty per shift.

#### **Section 25.4**

The Union charter may be displayed in the lounge/day room.

#### **Section 25.5**

The City agrees to permit Union meetings and Union business at the Main Fire Station and permit all members, including outside IAFF officials and other professionals, who choose to attend such meetings to do so, including employees on duty. All meetings must be scheduled after 1900 hours and must not interfere with any City activities or meetings. Except as provided herein, this Section does not allow non-fire service employees to attend meetings on City property.

#### **Section 25.6**

Union stewards shall be allowed time off with or without pay as hereinafter provided for the following activities subject to prior approval of the City. Approval shall not be unreasonably withheld.

- A. Up to two (2) employees designated as negotiators regularly scheduled to be on duty may attend negotiations, provided that their obligations to the public come first.
- B. One (1) steward may investigate and process grievances during working hours subject to the rule of reasonableness.
- C. All other time shall be without pay.

**Section 25.7**

The City will create a Bargaining Unit Time Bank that members of the Union may donate their PL in eight (8) hour increments so that it may be used for Union Business. The Fire Chief or designee will allow up to 96 hours of banked time during each contract year for members to attend the State or National Union Conferences. Time off granted under this section will comply with the department leave policy.

**ARTICLE 26**  
**SHIFT EXCHANGE**

**Section 26.1**

All shift exchange shall be for the employee's convenience in accordance with Department Policy & Procedures. A shift exchange, must be approved by the employee's Division Chief.

**Section 26.2**

Personnel requesting a shift exchange must have like skills and capabilities. All shift exchanges will be denied if the shift exchange impacts or limits the department service levels.

**Section 26.3**

All shift exchanges must be approved by all concerned parties prior to the exchange taking place.

**Section 26.4**

It is prohibited to exchange shifts for the purpose of working another job, or to schedule to be on duty during contract negotiations.

**Section 26.5**

The management of the Department may disapprove any individual shift exchanges. If a shift exchange is disapproved, the employee may appeal the decision up the chain of command to the Fire Chief. The Fire Chief's decision will be considered final.

**Section 26.6**

No employee may be scheduled to be on duty as a result of a shift change for more than allowed by department policy.

**Section 26.7**

Employees will be responsible for all record keeping of proper exchanges as permitted by the Fair Labor Standards Act.

### **Section 26.8**

An employee scheduled to work a shift exchange may not be granted personal leave time under section 15.8B without the written permission of the Fire Chief or designee, which is in his sole discretion.

### **Section 26.9**

An employee scheduled to work for another due to a shift exchange is otherwise subject to Sections 15.4 – 15.6 as though the employee was regularly scheduled to work that day.

### **Section 26.10**

The employees involved in a shift exchange are solely responsible for the repayment of all exchanges and the City will incur no responsibility whatsoever if an employee is unable or fails for any reason to repay a shift exchange.

## **ARTICLE 27**

### **RETIREMENT**

#### **Section 27.1**

The City will make required payments to the Florida State Retirement System for currently covered employees as required by State Statute.

#### **Section 27.2**

The City will provide the current Section 175 pension plan for all other bargaining unit employees in accordance with adopted City Ordinance which shall be entered as an addendum to this agreement.

#### **Section 27.3**

The benefits of the 175-pension plan shall remain equal to or better than those provided under the Florida Retirement System, Special Risk, as required by Florida Statutes.

#### **Section 27.4**

The City of Marco Island Firefighter's Pension Plan (the "Plan"), as codified in Section 22-51 et seq. of the City Code shall remain in effect for all full-time bargaining unit employees who are certified as a firefighter except as set forth below, with the following changes becoming effective on the ratification date of this Agreement:

27.4.1 Effective April 1, 2022, or as soon as practicable, employees will be required to make regular contributions to the fund in the amount of three percent of their salary.

27.4.2 The parties mutually agree that all premium tax revenues received by the Plan pursuant to Sections 175.101 and 175.351, Florida Statutes ("premium tax revenues") shall be used as set forth herein. Thirty-two and one half (32.5%) percent (32.5%) of the premium tax revenue funds will be used by the City to offset its annual required pension contribution and sixty-seven and one half percent (67.5%) of the premium tax revenue funds received shall be credited to the Firefighter Share Plan and shall be disbursed among Share Plan participants in accordance with the Plan's Share Plan distribution rules.

27.4.3 The normal retirement date for bargaining unit members hired by the City prior to July 1, 2022, shall be the first day of the month coincident with or next following the earlier of the attainment of age 55 and the completion of six years of credited service, or upon completion of 25 years of credited service, irrespective of age. Vesting shall be six (6) years of service. The normal retirement date for bargaining unit members hired by the City on or after July 1, 2022, shall be the first day of the month coincident with or next following the earlier of the attainment of age 55 and

the completion of ten years of credited service, or upon completion of 25 years of credited service. Vesting shall be ten (10) years of service.

27.4.4 For credited service earned before October 1, 2022, each January 1 following the later of the member's termination date or otherwise normal retirement date, retirees (including disability retirees), beneficiaries and joint pensioners of deceased members or retirees who are receiving monthly benefit payments shall receive a three percent increase in their monthly benefit amount. For credited service earned on and after October 1, 2022, each January 1 following the later of the member's termination date or otherwise normal retirement date, retirees (including disability retirees), beneficiaries and joint pensioners of deceased members or retirees who are receiving monthly benefit payments shall receive an increase in an amount equal to the COLA under title II of the Social Security Act, with a minimum percentage not to go below one percent and a maximum percentage not to exceed one and one half percent.

The below example illustrates the formula blending of the two rates.

Employee A has 12 years of service with the Fire Department as of September 30, 2022. He decides to work another 5 years, for a total of 17 years of service. In the year Employee A retires, the Social Security COLA is 1.4%. His COLA for the first year of his retirement will be calculated as follows:

$$\begin{aligned} 12 \text{ yrs./}17 \text{ yrs.} &= .705 \quad [.705] \times [3\%] = 2.11\% \\ 5 \text{ yrs./}17 \text{ yrs.} &= .294 \quad [.294] \times [1.4\%] = .411 \\ \text{COLA for first year} &= 2.52\%. \end{aligned}$$

27.4.5 A member hired on or after July 1, 2022, shall not receive any shares of credited service into their individual share account. Instead, the amount or value associated with such shares of credited service will instead be used by the City to offset its required contribution to the Plan. However, these members hired on or after July 1, 2022, will be eligible to enter in the, to be established, Deferred Retirement Option Plan (DROP) upon reaching normal retirement eligibility.

27.4.6 A deferred retirement option plan ("DROP") shall be created for bargaining unit employee participation as soon as practicable. Eligibility to participate in the DROP is based upon eligibility for normal service retirement and subject to the below.

- (a) The maximum period of DROP participation for firefighters is five (5) years. Employees entering the DROP must submit an irrevocable letter of termination or resignation, effective not later than sixty months after the commencement of DROP participation. Upon entry into the DROP, the employee's average final compensation and accrued benefits shall be calculated. No change in the plan benefits made subsequent to entry into the DROP shall apply to the employee unless otherwise applicable to retired pension members.

- (b) Payment shall be made into the employee's DROP account in an amount determined by the employee's selection of the payment option as if the employee had terminated employment in the city.
- (c) The interest in an employee's account in the DROP program shall accrue at an effective annual rate of 1.3 percent (1.3%), compounded monthly, on the prior month's accumulated ending balance, up to the month of termination or death.
- (d) All interest will be credited to the employee's DROP account at the end of the DROP period.
- (e) An employee must terminate service with the city at the conclusion of years in the maximum DROP participation period. Upon termination of service with the city, an employee may receive payment or defer payment until a time not later than the latest date authorized by Section 401(a)(9) of the Internal Revenue Code at the option of the employee.
- (f) No payment may be made from the DROP until the employee actually separates from service with the city.
- (g) If an employee dies during participation in the DROP, the employee will be treated as any other retired pension member and shall not be entitled to pre-retirement death benefits.

#### **Section 27.5**

The City had previously agreed to pay off the Plan's entire unfunded liability. In addition, the parties agreed that the Plan will be administered in such a way as to not create any additional unfunded liability in the future. In other words, the Plan must be fully funded each year using contributions from the City, the Members and the state premium tax revenue.

#### **Section 27.6**

The Plan's Board of Trustees (the "Board") shall manage the Plan so that it will meet the defined benefits earned by members of the Plan and will be permitted to invest up to 65% of Plan assets in equities.

#### **Section 27.7**

If available, extra benefits monies shall be distributed into individual share accounts in a manner as determined by City Ordinance and in accordance with this Agreement.

#### **Section 27.8**

Effective upon the ratification of this Agreement, payouts of share account benefits upon termination of employment shall be distributed in the following manner:

- 6 or more years credited service = 100% of balance in members share account
- 0- 5 years credited service = 0% of balance in members share account



## **ARTICLE 28**

### **VACANCIES and PROMOTIONS**

#### **Section 28.1**

If a permanent vacancy occurs in a promoted position and there is a valid promotional list, the vacancy will be filled within sixty (60) days from the effective date of vacancy. The vacancy begins the date in which the financial obligation to the vacating employee / position is closed.

#### **Section 28.2**

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

#### **Section 28.3**

Promotional testing shall be conducted every year in the months of July or August, alternating between Driver/Engineer and Captain.

Promotional lists shall be valid for two (2) years or see exception.

Exception: If there are less than three personnel on a list the City will have the right to reissue a test and afford the current personnel on the list to maintain their score for one test cycle. Any test conducted out of cycle will expire in July or August of the original test cycle date.

All employees promoted to Driver Engineer or Captain shall serve a one year probationary period.

#### **Section 28.4**

Notice of test dates and a list of reference material shall be provided no later than sixty (60) days prior to the exams. Employees wishing to take the exam must have an application / resume turned into the City as defined in the test notice memorandum

#### **Section 28.5: DRIVER ENGINEER**

To be eligible to take the Driver/Engineer promotional exam, a firefighter must have two (2) years of service with the Marco Island Fire Rescue Department and must have the following educational requirements:

1. State of Florida pump operator certification.
2. State of Florida aerial operations certificate.

The Driver/Engineer exam shall consist of, but not limited to:

- |                           |     |
|---------------------------|-----|
| 1. Task Book              | 25% |
| 2. Written examination    | 25% |
| 3. Driver / Operator Test | 25% |
| 4. Oral Board/File Review | 25% |

\* Candidate must complete the task book with a Passing grade of 80%, in order to continue in the testing process. A completed / scored Task Book will be valid for three (3) years. A candidate has the option to complete a new task book during each test cycle.

Additional points will be given for the following. Documentation must be attached to the resume.

- |  |  |
|--|--|
| 1. Years of completed service  | .25 per year, (max 4 points)           |
| 2. Associates degree in related field or<br>Fire Officer 1 (State Certification) | 1 point                                |
| 3. Bachelor Degree   | 2 points, (points for one degree only) |
| 4. Department Physician Certified Paramedic                                      | 2 points                               |
| 5. Fire service instructor or<br>Fire inspector (Florida Certified)              | .5 point                               |
| 6. Military Service (current or prior)   | .5 point                               |
| 7. Haz-Mat tech  | .25 point                              |
| 8. Diver   | .25 point                              |
| 9. Boat Operator   | .25 point                              |

## **Section 28.6 CAPTAIN**

To be eligible to take the Captain promotional exam a Driver/Engineer or Firefighter must have five (6) years' experience with the Marco Island Fire Rescue Department or a combination three (3) years' experience with Marco Island Fire Rescue and three (3) years of suppression and emergency medical service experience with another State of Florida Fire Rescue Department and must have the following educational requirements:

1. State of Florida Fire Officer 1

The Captain exam shall consist of:

- |                           |     |
|---------------------------|-----|
| 1. Task Book              | 25% |
| 2. Written examination    | 25% |
| 3. Practical scenario     | 25% |
| 4. Oral board/File Review | 25% |

\* Candidate must complete the task book with a Passing grade of 80%, in order to continue in the testing process. A completed / scored Task Book will be valid for three (3) years. A candidate has the option to complete a new task book during each test cycle.

Additional points will be given for the following. Documentation must be attached to the resume.

- |   |                                       |
|---|---------------------------------------|
| 1. Years of completed service                                       | .25 per year (max 4 points)           |
| 2. Associates Degree in related field or                            | 1 point                               |
| 3. Bachelor's degree in related field                               | 2 points (points for one degree only) |
| 4. Department Physician Certified Paramedic                         | 2 points                              |
| 5. Fire service instructor or<br>Fire Inspector (Florida certified) | 1 point                               |
| 6. Military Service (current or prior)                              | .5 point                              |
| 7. Rescue Lieutenant  | .5 point                              |
| 8. Haz-Mat tech.  | .25 point                             |
| 9. Diver  | .25 point                             |
| 10. Boat Operator   | .25 point                             |

### **Section 28.7**

1. All practical and oral exams will be assessed by personnel from outside agencies (when available).
2. All test scores will be made available to candidates by appointment following the posting of results.
3. Management reserves the right to seek outside applicants if less than three (3) applicants exist.

**ARTICLE 29**  
**CONSOLIDATION**

**Section 29.1**

If the City makes a determination that the Fire Rescue Department will be merged or consolidated with another Fire Rescue agency the City will make every effort to ensure all employees will be merged with position and seniority.

## ARTICLE 30

### **DURATION OF AGREEMENT**

#### Section 30.1

This Agreement, after ratification by both parties, shall be effective as of the 1st day of October 2021, and remain in effect through the 30st day of September 2024 4. Upon written notice to either party at least 120 days before September 30, 2024, negotiations for a succeeding Agreement will commence within a reasonable time. If neither party submits such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2024, through September 30, 2025 with the same wages, hours and terms and conditions of employment as reflected in the third year of this Agreement.

#### Section 30.2


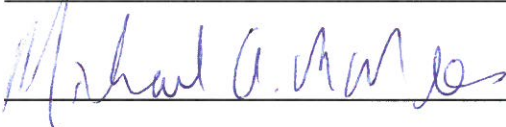
For contract years beginning October 1, 2024 and thereafter there will be no changes in wages until the parties have reached agreement on a new contract, or until the statutory impasse procedures have been exhausted. The foregoing shall not apply in the event the Agreement is automatically renewed for one year in accordance with Section 30.1. In such an event, there will be no changes in wages beginning October 1, 2025 until the parties have reached agreement on a new contract, or until the statutory impasse procedures have been exhausted.

#### Section 30.3

The parties acknowledge that, from April 1, 2021 through September 30, 2021, the predecessor Agreement had been expired, and that this Agreement shall not cover that period.

### **AGREEMENT**

**IAFF #2887/City of Marco Island**

	For the Union	Date: <u>6-7-22</u>
	For the City	Date: <u>6-7-22</u>

**Appendix A**

**October 1, 2021 (FY22)**

Position	START														
	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Firefighter															
Shift Annual	\$49,758.46	\$52,246.38	\$53,030.08	\$53,825.53	\$54,632.91	\$55,452.41	\$56,284.19	\$57,128.46	\$57,985.38	\$58,855.16	\$59,737.99	\$60,634.06	\$61,543.57	\$62,466.73	\$63,403.73
Engineer															
Shift Annual	\$67,268.27	\$70,631.69	\$71,443.95	\$72,265.56	\$73,096.61	\$73,937.22	\$74,787.50	\$75,647.56	\$76,517.50	\$77,397.46	\$78,287.53	\$79,187.83			
Captain															
Shift Annual	\$80,249.87	\$84,262.36	\$85,231.38	\$86,211.54	\$87,202.98	\$88,205.81	\$89,220.18	\$90,246.21	\$91,284.04	\$92,333.81	\$93,395.64	\$94,469.69			
Fire Inspector															
Shift Annual	\$59,007.26	\$61,957.62	\$62,886.99	\$63,830.29	\$64,564.34	\$65,306.83	\$66,057.86	\$66,817.52	\$67,585.92	\$68,363.16	\$69,149.34	\$69,944.56			

**October 1, 2022 (FY23)**

Position	START														
	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Firefighter															
Shift Annual	\$52,246.38	\$54,858.70	\$55,681.58	\$56,516.81	\$57,364.56	\$58,225.03	\$59,098.40	\$59,984.88	\$60,884.65	\$61,797.92	\$62,724.89	\$63,665.76	\$64,620.75	\$65,590.06	\$66,573.91
Engineer															
Shift Annual	\$70,631.69	\$74,163.27	\$75,016.15	\$75,878.84	\$76,751.44	\$77,634.08	\$78,526.88	\$79,429.93	\$80,343.38	\$81,267.33	\$82,201.90	\$83,147.22			
Captain															
Shift Annual	\$84,262.36	\$88,475.48	\$89,492.95	\$90,522.12	\$91,563.12	\$92,616.10	\$93,681.19	\$94,758.52	\$95,848.24	\$96,950.50	\$98,065.43	\$99,193.18			
Fire Inspector															
Shift Annual	\$61,957.62	\$65,055.50	\$66,031.33	\$67,021.80	\$67,792.56	\$68,572.17	\$69,360.75	\$70,158.40	\$70,965.22	\$71,781.32	\$72,606.80	\$73,441.78			

**October 1, 2023 (FY24)**

Position	START														
	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Firefighter															
Shift Annual	\$54,858.70	\$57,601.64	\$58,465.66	\$59,342.65	\$60,232.79	\$61,136.28	\$62,053.32	\$62,984.12	\$63,928.88	\$64,887.82	\$65,861.14	\$66,849.05	\$67,851.79	\$68,869.56	\$69,902.61
Engineer															
Shift Annual	\$74,163.27	\$77,871.44	\$78,766.96	\$79,672.78	\$80,589.01	\$81,515.79	\$82,453.22	\$83,401.43	\$84,360.55	\$85,330.69	\$86,312.00	\$87,304.59			
Captain															
Shift Annual	\$88,475.48	\$92,899.26	\$93,967.60	\$95,048.23	\$96,141.28	\$97,246.90	\$98,365.24	\$99,496.44	\$100,640.65	\$101,798.02	\$102,968.70	\$104,152.84			
Fire Inspector															
Shift Annual	\$65,055.50	\$68,308.28	\$69,332.90	\$70,372.89	\$71,182.18	\$72,000.78	\$72,828.79	\$73,666.32	\$74,513.48	\$75,370.39	\$76,237.15	\$77,113.87			

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MARCO ISLAND AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 2887**

This Memorandum of Understanding is entered into this 6 day of June, 2022 by and between the City of Marco Island (the "City") and International Association of Fire Fighters Local No. 2887 (the "Union"). The City and the Union are collectively referred to as the "Parties."

**WHEREAS**, the Union serves as the exclusive bargaining agent for City's firefighters, driver-engineers, captains and inspectors (collectively, the "Firefighter Bargaining Unit"); and

**WHEREAS**, the terms and conditions of employment for the Firefighter Bargaining Unit are governed by a Collective Bargaining Agreement covering the period October 1, 2021 through September 30, 2024 (the "CBA"), including wages; and

**WHEREAS**, on 5/2/22 the City Council approved disbursement of City funds to provide a one-time lump sum stipend of \$50.00 per week for six months for employees who live off-Island and earn a base pay under \$70,000 annually, and a longevity lump sum bonus of \$1,000 for 5-9 years of service, \$2,000 for 10-14 years of service, \$2,500 for 15-19 years of service, and \$3,000 for 20 or more years of service, to City employees, as a retention initiative; and

**WHEREAS**, members of the Firefighter Bargaining Unit are also eligible for the stipend and longevity lump sum bonus; and

**WHEREAS**, state law mandates that any adjustment to wages requires mutual agreement between the City and the Union; and

**WHEREAS**, the Parties agree that the bargaining unit employees covered by the CBA shall receive a gas stipend and a longevity bonus as outlined above in accordance with the provisions herein.

**NOW, THEREFORE**, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Current bargaining unit employees employed by the City who meet the criteria for the gas stipend and the one-time longevity bonus as outline above who were employed by the City on or before 5/2/22.
3. The stipend and longevity bonus shall be considered part of an employee's "salary" for the purposes of Section 22-52 of the City Code. As such, it shall be pensionable.

4. Payment of the stipend and longevity bonus shall be made to eligible bargaining unit employees within 30 days of the effective date of the MOU.
5. The Parties have had the opportunity to consult with legal counsel of their choosing prior to executing this MOU.
6. This MOU shall become effective upon ratification by the bargaining unit employees represented by the Union and by the City Council upon their approval of additional funding for this retention initiative at the 6/6/22 City Council meeting, whichever occurs later. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.
7. Other than as specifically set forth herein, this MOU does not modify the CBA.
8. The parties agree that this MOU represents the Parties' entire agreement with regards to this subject matter, and that it cannot be amended or modified without express written consent of the Parties.

**For the City of Marco Island**



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Michael A. McNees  
City Manager

**For the International Association  
of Fire Fighters Local No. 2887**



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Chris Bowden  
President