

RESOLUTION NO. 21-09-99

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND THE ISLAMORADA PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4374; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 6, 2018, Islamorada, Village of Islands (the "Village") and the Islamorada Professional Firefighters, International Association of Firefighters Local 4374 (the "Union") reached a tentative agreement on a successor Collective Bargaining Agreement (the "CBA") which was ultimately ratified by the Union on September 17, 2018; and

WHEREAS, the Village Council of Islamorada, Village of Islands subsequently ratified the CBA on September 27, 2018 through the adoption of Resolution 18-09-100, thereby approving the CBA for a three-year term beginning October 1, 2018 through September 30, 2021; and

WHEREAS, in May 2021, the Acting Village Manager and Village Attorney began negotiations with the Union Board on the parameters for a new collective bargaining agreement to take effect on October 1, 2021; and

WHEREAS, on August 10, 2021, the Village and the Union reached a tentative agreement on the terms of a new 3-year Collective Bargaining Agreement (the "Agreement") for the term commencing October 1, 2021 through September 30, 2024; and

WHEREAS, on August 25, 2021, the Union membership voted upon and ratified the proposed Agreement by majority vote of the votes cast by the Union members; and

WHEREAS, in accordance with Section 447.309, Florida Statutes and Chapter 60CC-4 of the Florida Administrative Code, the Village Council is required to ratify the proposed Agreement by a majority vote.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Ratification of Collective Bargaining Agreement. The Village Council hereby approves and ratifies the Collective Bargaining Agreement (the "Agreement") between the Village and the Union for the term commencing October 1, 2021, through September 30, 2024, a copy of which is attached hereto as Exhibit "A."

Section 3. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, and to take all necessary and expedient action to otherwise effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

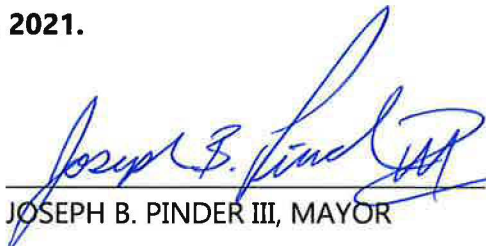
Motion to adopt by Councilman David Webb, seconded by Vice Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED THIS 30TH DAY OF SEPTEMBER, 2021.


JOSEPH B. PINDER III, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:



ROGET V. BRYAN, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this 30th day of September, 2021.

COLLECTIVE BARGAINING AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS



And

ISLAMORADA PROFESSIONAL FIREFIGHTERS

LOCAL 4374, IAFF



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AGREEMENT

This Agreement is entered into by and between Islamorada, Village of Islands (hereinafter referred to as the "Village" or "Employer"), and the Islamorada Professional Firefighters, Local 4374, of the International Association of Firefighters (hereinafter referred to as the "Union").

PURPOSE AND INTENT

It is the general purpose of this Agreement to provide for rates of pay, wages, hours, and other terms and conditions of employment; to provide an orderly, prompt, and harmonious procedure for resolving differences and misunderstandings between the Village and the Union; and to prevent the interruption of work and interference with the efficient operation of the Village.

ARTICLE 1 – RECOGNITION

1.1 The Village hereby recognizes the IAFF Local 4374 (“Union”) as the exclusive bargaining agent for its state-certified employees of the Islamorada Fire Rescue Department (“Fire Department”) as acknowledged by the Florida Public Employees Relations Commission (PERC):

a. Certification No. 1622

Included: All full-time employees of the Village Fire Department in the classification of Paramedic Firefighter, EMT Firefighter, Fire Rescue Lieutenant, Fire Inspector/Training Officer, Logistics Officer, and Fire Rescue Captain.

Excluded: Fire Chief, Assistant Fire Chief and all other employees of the Village.

ARTICLE 2 – DEDUCTION OF DUES

2.1 Checkoff. Any Union member, who has submitted a properly executed dues authorization card or statement to the Village Manager or designee according to a format prescribed or approved by the Village may, by request in writing, have Union membership dues deducted from wages. Dues shall be deducted each pay period and remitted to the Union within fifteen (15) days thereafter. It is the responsibility of the Union to notify the Village Manager or designee of any change in the amount of dues to be deducted at least 60 days in advance of such change. Any Union member may, upon 30 days' written notice to the Union and the Village, withdraw from membership in the Union, and the Village shall cease deducting dues from wages. Under no circumstances shall the Village be required to deduct Union initiation fees, fines, penalties, or assessments from the wages of any member.

2.2 Indemnification. The Village shall have no responsibility or any liability for any funds that are transmitted to the Union through payroll deduction. Furthermore, the Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders, or judgments instituted or issued against the Village arising out of or in connection with or based upon any act, error, or omission in the administration of the dues deduction system.

ARTICLE 3 – NON-DISCRIMINATION

3.1 The Village and the Union agree not to interfere with the right of employees to become or not become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership or against any Union member for any legitimate Union activity as authorized and permitted in Chapter 447, Part II, Florida Statutes.

ARTICLE 4 – UNION BUSINESS

4.1 The Village shall allow Union officials one hundred (100) hours paid time off during each fiscal year, or pro-rata apportioned if a collective bargaining agreement covers less than a fiscal year, to conduct Union business. This time pool may not be used for litigation, court appearances, PERC hearings, arbitrations, pre-disciplinary hearings, or any other proceeding against the Village. Paid time off in this paragraph is subject to approval by the Fire Chief or designee in advance. The Fire Chief retains discretion to deny a request for paid time off if it will interfere or conflict with Fire Department operations.

4.2 The Union President and his or her designee may engage in representational activities while on duty, including, but not limited to, bulletin board posting, processing of grievances, negotiations, representation of bargaining unit members in disciplinary hearings so long as such activities do not interfere or conflict the Fire Department operations.

4.3 The Union negotiation team for collective bargaining agreement negotiations shall comprise no more than three (3) members. Individual names of the Union negotiation team shall be identified to the Village ten (10) days prior to the commencement of negotiations. Negotiation team members shall be granted time off, without loss of pay, while on duty, for attending scheduled negotiation meetings at dates and times mutually set by the Village and the Union. The parties shall make every reasonable effort in good faith to schedule negotiation meetings or sessions between the Village and the Union at dates and times that in their respective judgments will not likely incur additional overtime to the Fire Department. Employees shall not be paid for time spent in negotiations on off-duty days.

4.4 Upon advance notice to the Fire Chief or designee, the Union President, or Vice President in his or her absence, shall attend Village Council meetings (regular, special, or budget) where there is an agenda item that directly affects the Fire Department or the welfare of the bargaining unit members, including while on duty; provided, however, that the Union President, or Vice President in his absence, is available to respond to emergency calls.

4.5 The Union may schedule Union meetings during duty hours one time per month for no more than one (1) hour per meeting at an available Village facility, unless otherwise agreed to by the parties. This limitation does not apply to meetings for purposes of ratification of a collective bargaining agreement.

ARTICLE 5 – UNION RIGHTS

5.1 All bargaining unit members shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining negotiations, or other mutual aid or protection, to express or communicate to management, any view, grievance, complaint or opinion relating to conditions of compensation and to the betterment of bargaining unit members, free from restraint, coercion, discrimination or reprisal.

5.2 Nothing shall abridge the right of any duly authorized representative of the Union to present views on behalf of the Union on issues that affect the welfare of its members, subject to the reasonable rules and regulations of the Village.

ARTICLE 6 - BULLETIN BOARDS

6.1 The Union shall be authorized to utilize a bulletin board or sufficient space on a bulletin board in a convenient, conspicuous location in each station or work area for the posting of notices of Union elections and results thereon, meeting dates, recreational and social events or activities, official Union business, and posting of the membership roster and charter. All other material to be posted on the bulletin board shall be subject to prior approval by the Fire Chief or designee. It shall be the responsibility of the Union to maintain its bulletin board or its apportioned space for its use with current information and in neat and presentable order.

6.2 All material posted shall be initialed by one of the officials of the Union and such material shall be removed by one of the Union officials.

ARTICLE 7 – PREVAILING RIGHTS

7.1 It is agreed that benefits, rights and privileges enjoyed by bargaining unit members will remain in effect throughout the duration of this Agreement unless amended, altered, modified, repealed or rescinded by mutual written agreement.

ARTICLE 8 – MANAGEMENT RIGHTS

8.1 It is recognized that, except as otherwise expressly stated in this Agreement, the Village has the exclusive right and authority to control, manage, operate and direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Fire Department; to determine or change the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule or reschedule the working hours; to hire and promote; to demote, suspend, discipline or discharge for just cause; or relieve employees due to lack of work or for other legitimate reason; to make, change, and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities and introduce new or improved methods, equipment or facilities; to contract or subcontract for goods and services; and to determine the structure and organization of Village government including the right to supervise, manage, lead, expand, consolidate or merge any department, including the Fire Department, and to alter, combine, eliminate any division thereof, subject to the right, if any, of the Union to bargain or impact bargain consistent with Chapter 447, Florida Statutes.

8.2 The parties recognize that job descriptions do not always specifically describe every ancillary and incidental job duty. Therefore, bargaining unit members, at the discretion of the Village, may be required to perform duties not specifically identified within their job description, but within the realm of related duties.

8.3 Any right, power, privilege, or function of the Village not specifically relinquished, released or modified by the Village in this Agreement shall remain exclusively with the Village.

ARTICLE 9 – STRIKES AND LOCKOUTS

9.1 **No Strikes.** There shall be no strikes, work stoppages, slowdowns, boycotts, job action, failure to report to duty, or concerted failure or refusal to perform assigned work by the employees covered under this Agreement or by the Union either during the term of this Agreement or after the expiration of this Agreement.

9.2 Any employee who participates or engages in or promotes, instigates, sponsors, or condones any of the activities described in paragraph 9.1 may be discharged or otherwise disciplined by the Village. Discharge and discipline of any employee can extend to deliberate and concerted course of conduct that adversely affects the services of the Village, picketing or demonstrating in furtherance of a work stoppage, a sympathy strike, slowdown or sickout.

9.3 It is recognized by the parties that activities enumerated in paragraphs 9.1 and 9.2 above are contrary to the ideals of professionalism and to the Fire Department's responsibilities to the community and thus, any violation of this Article shall give rise to irreparable damage to the Village and the public at large. It is therefore understood and agreed that if this Article is violated, the Village is entitled to seek and obtain legal and/or equitable relief, including injunctive relief, in any court of competent jurisdiction.

9.4 For the purpose of this Article, the Union shall be responsible and liable for any Union authorized act committed by its officers, agents, and/or representatives, if such an act constitutes a violation of the provisions herein. In addition to all other rights and remedies available to the Village if there is a breach of the provisions herein, the Village shall have the right to cease dues deduction and withdraw recognition from the Union subject to notice and opportunity for the Union to demonstrate that the act was not authorized by the Union.

9.5 **No Lockout.** The Village will not lock out any employees during the term of this Agreement or after the expiration of this Agreement as a result of a labor dispute with the Union.

ARTICLE 10 – WAGES

10.1 *Wages/Salaries*

(a) Effective October 1, 2018~~21~~, bargaining unit members covered under this Agreement will have their base wages/salaries increased by ~~three and one-half~~ five percent (~~3.5~~ 5%), excluding incentive pay and longevity pay.

(b) Effective October 1, 2018~~22~~, bargaining unit members covered under this Agreement will have their base wages/salaries increased by ~~three and one-half percent (3.5%)~~ three percent (3%), excluding incentive pay and longevity pay.

(c) Effective October 1, 2018~~23~~, bargaining unit members covered under this Agreement will have their base wages/salaries increased by ~~three and one-half percent (3.5%)~~ three percent (3%), excluding incentive pay and longevity pay.

(d) If other Village employees not covered by this Agreement (excluding management and employees whose salaries are at or near the minimum salary of Range 1 through 5) receive a higher percentage wage/salary increase in any of the years during the duration of this Agreement, then bargaining unit members will receive the same percentage increase as other Village employees not covered by this Agreement (excluding management and employees whose salaries are at or near the minimum salary of Range 1 through 5). The provisions of this Article do not apply to individual salary or wage increase which are individual cases that are exclusively based on factors such as a change in job status, change in job duties or alignment with job duties, a change in department, increased job duties or job responsibilities, a change from part-time to full-time employment, a change in job title or promotion and such other similar factors that relate specifically to the person/individual receiving the wage or salary increase. The Union reserves the right to request documentation relating to salary or wage increases that the Village maintains are administered on an individual basis.

10.2 Except for disciplinary reasons, no current bargaining unit member will have the member's base salary and current incentives (as long as the bargaining unit member meets the qualifications for incentive pay as set forth in Section 10.4) reduced the member's current rate during the term of this Agreement.

10.3 Effective October 1, 2014, the Village reinstituted tenth (10th) shift pay for overtime. During the term of this Agreement, the Village will continue to maintain and budget for 10th shift overtime pay, subject to the provisions set forth in Article 12.

10.4 Incentive Pay. Full-time bargaining unit members covered by this Agreement may earn additional annual incentive pay above and separate from base wages for earning and maintaining a maximum of six (6) of any of the following certifications, with the limitation of no more than two (2) additional certifications within each year:

- a) Certification as a Fire Safety Inspector I (Persons not permanently assigned to Fire Prevention): \$2,000.00*

- b) Arson Investigator Certification (limited to the five (5) existing certified arson investigators and through attrition, no more than three (3) arson investigators in the future): \$2,500.00*
- c) Fire Officer One Certification (Non Fire Officers Only); \$1,800.00*
- d) Fire Officer Two Certification: \$2,400.00*
- e) Urban Search and Rescue Certification: \$2,400.00
- f) Pump Operator: \$2,400.00
- g) Instructor One: \$2,000.00*
- h) Instructor Two: \$2,200.00*
- i) Instructor Three: \$2,400.00*
- j) Fire and Life Safety Instructor: \$ \$2,000.00
- k) Hazmat Tech: \$2,400.00
- l) Safety officer (limited to one (1) officer): \$2,500.00
- m) Medical (ACLS/BLS/AED) Instructor (limited to two (2) instructors): \$2,500.00
- n) Fire Safety Inspector II: \$2,400.00*
- o) Live Fire Training Instructor: \$2,400.00*

*Limited to current status

10.5 *Longevity Pay*. Effective October 1, 2018 and upon completion of seventh (7th) year of continuous full-time service, a bargaining unit member shall be entitled to receive additional longevity pay on a cumulative basis through the thirtieth (30th) year of continuous full-time service to be paid in a lump sum in the first pay period of December of the fiscal year after the bargaining unit member's anniversary date as follows:

		Year 7	\$728	Year 8	\$832	Year 9	\$936
Year 10	\$1,040	Year 11	\$1,144	Year 12	\$1,248	Year 13	\$1,352
Year 14	\$1,456	Year 15	\$1,755	Year 16	\$1,872	Year 17	\$1,989
Year 18	\$2,106	Year 19	\$2,223	Year 20	\$2,600	Year 21	\$2,730
Year 22	\$2,860	Year 23	\$2,990	Year 24	\$3,120	Year 25	\$3,250
Year 26	\$3,380	Year 27	\$3,510	Year 28	\$3,640	Year 29	\$3,770
Year 30	\$3,900						

The following formula represents the annual lump sum longevity payments:

7th through 14th year of continuous service
Total of \$4.00 for each of 26 pay periods and then multiplied by service years

15th through 19th year of continuous service
Total of \$4.50 for each of 26 pay periods and then multiplied by service years

20th through 30th year of continuous service
Total of \$5.00 for each of 26 pay periods and then multiplied by service years

After thirty (30) years, no additional longevity pay.

ARTICLE 11 – DUTY HOURS

11.1 Based on a normal work cycle of twenty-eight (28) days, the normal workweek for shift employees in the bargaining unit shall be an average of fifty-three (53) hours, based on a three platoon system of twenty-four (24) hours on duty and forty-eight (48) hours off duty. The normal workweek for a non-shift employee shall be forty (40) hours for each week. Hours in excess of the normal workweek described above shall be considered overtime and paid at a rate of 1.5 times the regular rate of pay. It is agreed and understood that a twenty-four (24) hour Kelly Day (day off) shall be used to implement and attain the average fifty-three (53) hour workweek, during a twenty-eight (28) day pay cycle. One (1) Kelly Day every three (3) months shall be paid in accordance with Article 15. No shift employee shall be entitled to more than one Kelly Day during a twenty-eight (28) day pay period. Nothing herein shall preclude a shift employee electing to work a periodic tenth (10th) shift during the year.

11.2 Assignment of Kelly Days shall be at the discretion of the Fire Chief or designee subject to the considerations of seniority as provided in Article 24. The Fire Chief or designee shall grant an employee's request to work a Kelly Day and be paid overtime for such work according to the provisions of Article 12 if applicable. When a Kelly Day slot becomes vacant for a specific classification or job assignment due to any cause or reason, a member will be allowed an opportunity to take that slot based on seniority, time in grade, in that classification or job assignment.

11.3 Schedules for non-shift employees working a forty-hour (40) workweek shall be the same as other general employees working a forty-hour (40) workweek, except in emergency situations, the Fire Chief or designee may readjust the duty hours. Light duty employees who are assigned to a forty-hour (40) workweek may not be permitted to work more than eight (8) hours each day.

11.4 Firefighters shall be allowed to perform physical fitness on duty so long as such exercise does not interfere with the performance of the firefighter's duties or operational needs or requirements of the Fire Department. The Fire Chief or designee has the sole discretion to determine whether such exercise on duty may interfere with job performance or Departmental operational needs or requirements. The Fire Chief may restrict or limit hours for exercise on duty if the Fire Chief determines that the nature and extent of such exercise interferes with job performance and operational needs or requirements.

11.5 The provisions of the Federal Fair Labor Standards Act ("FLSA") shall govern Village procedures set forth in this Article and Article 12 and any conflict between the FLSA, as amended from time to time, and Village procedures shall be resolved in favor the FLSA, as amended from time to time. Village procedures shall comply or be revised to comply with amendments of the FLSA during the length of this Agreement.

11.6 A bargaining unit member will not be ordered to work a non-emergency mandatory detail holdover unless given at least two (2) weeks' notice; provided, however, that the Fire Chief or designee has notice of the need for the detail at least two (2) weeks prior to the event. Sufficient notice to the bargaining unit members shall be provided via email or the scheduling app.

ARTICLE 12 – OVERTIME

12.1 Overtime hourly rate of pay is equal to 1.5 times the regular rate of pay, inclusive of items identified below. Overtime shall be paid for hours worked in excess of the work cycle as described in Section 12.2 and except as provided in Section 12.3. The regular rate of pay shall include the following components: Base salary, state incentive pay for firefighters and incentive pay as set forth in Article 10. The Village incentive pay provided for in Section 10.4 shall be paid in twenty-six (26) equal installments (each pay period) and shall be included in the regular rate of pay. The state incentive pay, which is paid in the first pay period of each month, shall be included in the regular rate of pay. The hourly rate shall be computed by dividing the total of base salary by the total hours scheduled in a fiscal year. Excluded in the calculation of the regular rate of pay is the uniform allowance, any sick leave, compensation time or any overtime payout.

12.2 The work cycle for a shift employee shall be twenty-eight (28) days. There will be three (3) shifts each on a rotation or shift of twenty-four (24) continuous work hours. Overtime shall be paid for hours worked in excess of the two hundred twelve (212) worked within a scheduled twenty-eight (28) day work cycle, except as provided in Section 12.6. The work cycle for a non-shift forty (40) hour a week employee shall be seven (7) consecutive calendar days (Sunday through Saturday) consisting of forty (40) hours worked. Overtime shall be paid for hours worked in excess of forty (40) hours in one work cycle except as provided in Section 12.6.

12.3 Nothing herein shall require payment of overtime for an insubstantial amount of time worked in excess of the normal shift or work day. Fifteen (15) minutes or less shall be considered an insubstantial amount of time for purposes of this section. A member shall be paid overtime to the next highest one-quarter (1/4) hour for any time worked in excess of fifteen (15) minutes.

12.4 Hours considered worked for the purpose of calculating overtime are as follows:

- All hours performing principal job duties
- Jury duty
- Call back hours
- Time spent testifying in court on behalf of the Village
- Mandatory off-duty training, meetings or education for which the Village requires attendance
- Detail hours (Fire watch/EMS stand-by)
- On-duty labor negotiations as described in Article 4
- Hours spent teaching at the fire academy
- Paid Kelly Days taken during the fiscal year for shift members only.

12.5 Hours considered not worked for the purpose of calculating overtime are as follows:

- Sick time
- Holidays
- Vacation leave for non-shift members and shift members;
- Bereavement leave

- Compensation time used
- Family or medical leave without pay
- Shift exchanges
- Early relief time voluntarily taken by a bargaining unit member
- Suspension from duty as a result of disciplinary action
- Extra hours at the Fire Academy
- All other hours not listed in Section ~~12.5~~12.4 above.

12.6 When a member is ordered to work at a time other than the member's regularly scheduled work day either as a call back or holdover, the member shall receive the member's regular rate of pay for hours worked, unless otherwise eligible for overtime.

12.7 A bargaining unit member shall not be sent home prior to the end of a normal scheduled work day or shift for the purpose of avoiding payment of overtime. A member may be sent home prior to the end of work day or shift if the Village determines if necessary in the case of an emergency as in the example of a hurricane event for a member to have time to make personal hurricane preparations prior to being called back or be available for being called back for emergency duties.

12.8 Bargaining unit members are eligible for overtime, except if a member is in light duty status or performing light duties with medical restrictions. Overtime opportunities will not be given to a member in light duty status or performing light duties with medical restrictions.

12.9 In lieu of payment of overtime, a member shall request to accrue compensation time at the rate of 1.5 times the regular hourly rate for each hour of overtime worked. A member may accrue up to two hundred forty (240) hours of regular pay for one hundred sixty (160) hours of overtime worked. Any unused balance during the year of accrual shall be paid to the member at the conclusion of the fiscal year. Overtime pay shall be calculated at the rate of pay at the time the overtime is earned.

12.10 *Procedure for overtime opportunities.*

a. *Unplanned overtime opportunities.* When a shift bargaining unit member calls out sick for member's shift or calls out for other unanticipated legitimate reasons for member's shift, the overtime shift opportunity shall be first offered to on-duty personnel of the off-going shift. If no members from the off-going shift are available to take the available shift, then the overtime shift opportunity shall be offered to personnel from the overtime roster based on the ranking on the overtime roster, which may be maintained in written or computer form and updated as necessary. Refusal of an overtime shift opportunity by an off-duty member listed on the overtime roster while on vacation or on a Kelly Day shall not be recorded. Minimum call back time for recording purposes is four (4) hours. The roster shall show the date of the call or notification and the response. If a member refuses the overtime shift opportunity, then the member shall be bypassed until the next complete cycle of the overtime roster. If no eligible full-time member accepts the overtime shift opportunity, then the available shift shall be offered to a qualified part-time personnel within the discretion of the Fire Chief or designee.

b. *Planned overtime opportunities.* When a shift bargaining unit member calls out sick for member's shift or calls out for other unanticipated legitimate reasons for member's shift, the overtime shift opportunity shall be first offered to on-duty personnel of the off-going shift. If no members from the off-going shift are available to take the available shift, then the overtime shift opportunity shall be offered to personnel from the overtime roster based on the ranking on the overtime roster, which may be maintained in written or computer form and updated as necessary. Refusal of an overtime shift opportunity by an off-duty member listed on the overtime roster while on vacation or on a Kelly Day shall not be recorded. Minimum call back time for recording purposes is four (4) hours. The roster shall show the date of the call or notification and the response. If a member refuses the overtime shift opportunity, then the member shall be bypassed until the next complete cycle of the overtime roster. If no eligible full-time member accepts the overtime shift opportunity, then the available shift shall be offered to a qualified part-time personnel within the discretion of the Fire Chief or designee.

c. The ranking of the overtime roster shall be based on seniority as provided in Article 24.

12.11 *Procedure for off-duty EMS detail.* Off-duty EMS detail shall be first offered to bargaining unit members. A roster of bargaining unit members volunteering for such detail shall be established by seniority. Thereafter, off-duty assignments shall be offered to those bargaining unit members on the eligibility list on a rotating basis.

ARTICLE 13 – CALL BACK PAY

13.1 When it is necessary for the Village to require a bargaining unit member to return to work not on a regularly assigned shift, the Village agrees to pay the member a guaranteed minimum of four (4) hours pay, at the applicable rate of pay. Travel time shall be included (portal to portal). Call back means an official notification to return to work from the Fire Chief or designee when communicated directly to the member and when responded by the member directly to the Fire Chief or designee. A shift extension where a member is required to work or hold over beyond the normal shift or tour of duty is not considered a call back.

13.2 A bargaining unit member called back under this Article shall be paid at the member's regular rate of pay unless otherwise eligible for overtime pay according to Article 12 herein. During a declared emergency pursuant to the Village Code, members called back shall be paid double the regular rate of pay. The response time to a call back request is fifteen (15) minutes except during a declared state of emergency.

13.3 *Requirements for call back pay.* A bargaining unit member responding to a call back request must report to the fire station; be properly dressed in protective equipment and clothing and ready to respond to emergencies. The member shall sign in and wait to be assigned to duty. When officially relieved of duty, the member must sign out. If the member leaves without being officially relieved of duty, the member shall not receive any call back pay. If the Village grants a request for a member to leave before the minimum call back guarantee time has elapsed, then such member shall be paid only for the actual time served on duty.

ARTICLE 14 – REQUIRED COURT APPEARANCES/JURY SERVICE

14.1 Bargaining unit members shall enjoy the same benefits for jury duty as provided for in the Village Employee Manual and in addition, shall have the following benefits and restrictions.

14.2 If a bargaining unit member is not on regularly scheduled duty, time spent giving testimony on behalf the Village shall be paid at time and one-half the member's regular hourly rate of pay (portal to portal).

14.3 If the bargaining unit member is not on regularly scheduled duty, time spent under subpoena giving testimony in a legal proceeding from matters arising out of the performance of the member's job duties shall be paid at the member's regular hourly rate of pay unless otherwise eligible for overtime pay. The bargaining unit member shall give notice to the Fire Chief or designee of the subpoena and related details as soon as possible. The obligations of this paragraph shall not apply for off-duty bargaining unit members testifying in any labor matter, arbitration, unfair labor practice or arbitration proceeding or testifying in any proceeding on behalf of the Union.

14.4 A member required to report for service as a juror on a normal duty day shall be considered to be absent with pay for the duration of the member's service and shall not be required to return to duty until the Court terminates the member's service or the member is otherwise excused, except as provided herein.

14.5 While on jury service that is extended through a weekend or holiday, a member will be required to work the member's normal duty day so long as the member is released from jury service no later than 1930 hours on the evening before the member has to report back to jury service. In special instances where a court or judge requires a member to be sequestered, then sufficient documentation must be provided to the Fire Chief from the court or judge in order for the member be considered absent with pay for the times specified by the court.

14.6 A member released from jury service must immediately report back to duty if regularly scheduled on that day. The Village may request proof of jury service.

ARTICLE 15 – VACATIONS AND HOLIDAYS

15.1 *Holiday Leave.* Holidays observed by the Village are set forth in the Village Employee Manual. Bargaining unit members shall be paid at their regular rate of pay for all holidays observed by other Village employees, regardless of whether or not they work the holidays. A shift bargaining unit member who works a full twenty-four (24)-hour shift or workday that includes sixteen (16) hours on a Village observed holiday shall receive eight (8) hours of additional compensation time as additional holiday pay at the member's regular rate of pay. The compensation for holiday pay is based on a twenty-four (24)-hour period of each individual day observed as a holiday. Holiday pay for any shift that extends over two (2) consecutive days will be calculated separately for each day. Compensation earned as holiday pay must be used within the same fiscal year or within twelve (12) months of the date that the holiday pay is earned, whichever is later and will be lost if not used as provided for herein. Compensation time earned as holiday pay time is not otherwise eligible for accrual or payout as overtime. Compensation time earned as holiday pay is not eligible to be used on any Village observed holiday.

15.2 *Vacation Accrual.*

a. For 40-hour a week bargaining unit members: twelve (12) days annually; after 3 years of continuous employment, thirteen (13) days annually and after five (5) years of continuous employment, fourteen (14) days annually.

b. For shift bargaining unit members: 115 hours off annually; after three (3) years of continuous employment, 125 hours off annually; after five (5) years of continuous employment, 146 hours off annually; after ten (10) years of continuous employment, 170 hours off annually; after fifteen (15) years of continuous employment, 194 hours off annually; after twenty (20) years of continuous employment, 218 hours off annually. Shift bargaining unit members who have been assigned to non-shift work in a light duty status or in performing administrative duties shall accrue vacation time as a 40-hour a week bargaining unit member during the time that the shift bargaining unit member is working a 40-hour a week work schedule.

c. Vacation schedules shall be subject to approval of the Fire Chief or designee, and be based upon the needs of the Fire Department.

d. Accrual maximum. Bargaining unit members may not accumulate more than ~~three hundred and twenty-five (325)~~ two hundred fifty (250) hours of vacation time. Any vacation time in excess of ~~325~~ 250 hours must be used within the following twelve (12) month period or it will be forfeited. A bargaining unit member who has accrued in excess of 250 hours as of October 1, 2021 shall have three (3) years to use vacation time overage, after which time, the bargaining unit member is subject to forfeit unused time if the overage is not used within the following twelve (12)-month period.

15.3 *Payout.* The following provisions apply for the payout of accumulated vacation leave time upon separation or death.

a. Calculation of rate of pay. Payment of vacation leave shall be at the bargaining unit

member's hourly rate of pay at the time of separation.

b. Payout upon death that occurred during employment. One hundred (100%) percent of vacation leave accrual up to the maximum amount provided herein, payable to the same person who is named as beneficiary in Village life insurance policy.

15.4 *Donation of Time.* A bargaining unit member may donate vacation time up to twenty-four (24) hours in a calendar year at pro-rated salary levels to a member suffering an extended illness or injury with no paid leave available and who has qualified for leave under the provisions of the Family and Medical Leave Act (FMLA), provided that the donating member has accumulated a minimum of one hundred and thirty-nine (139) hours of vacation time at time of donation.

15.5 *Scheduling paid Kelly days.* Prior to the beginning of each fiscal year, each firefighter shall provide four (4) preferences for utilization of paid Kelly days during the fiscal year to the Fire Chief or designee. The use of a paid Kelly day will be based on operational needs and minimum staffing, including a limit on the number of firefighters using a paid Kelly day on a particular day. The scheduling of paid Kelly days shall be based on rank and seniority within the rank.

ARTICLE 16 – PROMOTION

16.1 ~~Announcement of~~ ~~for~~ a promotional examination ~~for~~ ~~of~~ a bargaining unit position within the Fire Department shall be posted in each station for not less than ninety (90) days prior to an examination date. The announcement shall include educational and service requirements for the position. The Village shall also provide notice on its website and in the Human Resources Department. Curriculum and reference materials for all promotional examinations shall be made available at the time of the announcement.

16.2 New positions created.

(a) Paramedics.

(1) Paramedic II. After two (2) full calendar years of Village service as a certified paramedic, subject to performance rating approval, a paramedic may be promoted to Paramedic II, which shall be accompanied by a two and one-half percent (2.5%) pay increase effective the first day after the completion of two (2) full calendar service years with the Village.

- (i) Effective October 1, 2021, a paramedic who has received a performance rating approval and completed two (2) full calendar service years with the Village as a certified paramedic will be promoted to Paramedic II.
- (ii) If a paramedic, subject to performance rating approval, obtains two (2) full calendar years of certified paramedic Village service after October 1, 2021, they shall receive a two and one-half (2.5%) percent pay increase on the first day of eligibility as described herein. Paramedics who have attained the rank or position of Lieutenant or Captain are not considered paramedics eligible for such promotion and pay increase.

(2) Paramedic III. After two (2) full calendar years of Village service as a Paramedic II, subject to performance rating approval, a Paramedic II shall be considered a Paramedic III and receive a two and one-half percent (2.5%) pay increase effective the first day after the completion of two (2) full calendar service years as a Paramedic II. Paramedics who have attained the rank or position of Lieutenant or Captain are not considered paramedics for this promotion.

(b) Lieutenants.

(1) Lieutenant I. A lieutenant, subject to performance rating approval, shall be considered a Lieutenant I and receive a ~~five percent (5%)~~ seven and one-half percent pay increase effective October 1, 2021. A lieutenant promoted after October 1, 2021 shall receive a ~~five percent (5%)~~ seven and one-half percent pay increase effective the first day of his or her appointment.

(2) Lieutenant II. After two (2) full calendar years of Village service as a Lieutenant I, subject to performance rating approval, a lieutenant shall be considered a Lieutenant II and receive a five percent (5%) pay increase effective the first day after the completion of two (2) full calendar service years as a Lieutenant I. A Lieutenant II promoted after October 1, 2021 shall begin their eligible service time for future promotions on the first day of his or her appointment.

(3) Lieutenant III. After two (2) full calendar years of Village service as a Lieutenant II, subject to performance rating approval, a lieutenant shall be considered a Lieutenant III and receive a five percent (5%) pay increase effective the first day after the completion of two (2) full calendar service years as a Lieutenant II.

(b) Captains.

(1) Captain I. A Captain, subject to performance rating approval, shall be considered a Captain I and receive a five percent (5%) pay increase effective October 1, 2021. A captain promoted after October 1, 2021 shall receive a five percent (5%) pay increase effective the first day of his or her appointment.

(2) Captain II. After two (2) full calendar years of Village service as a Captain I, subject to performance rating approval, a captain shall be considered a Captain II and receive a five percent (5%) pay increase effective the first day after the completion of two (2) full calendar service years as a Captain I. A captain promoted after October 1, 2021 shall begin their eligible service time for future promotions on the first day of his or her appointment.

(3) Captain III. After two (2) full calendar years of Village service as a Captain II, subject to performance rating approval, a captain shall be considered a Captain III and receive a five percent (5%) pay increase effective the first day after the completion of two (2) full calendar service years as a Captain II.

ARTICLE 17 – WORKING OUT OF CLASSIFICATION

17.1 Working out of classification occurs when the Village assigns a bargaining unit member to work in a position higher than the member's position for four (4) hours or more on any shift. When working out of classification, such member shall receive an increase of five (5%) percent of the member's base hourly rate for such period worked. If overtime is accrued when a member works out of classification for the entire pay period, then any increase in compensation for working in a higher position shall be considered in the calculation of the amount of overtime to be paid. If overtime is accrued when a member works out of classification for more than four (4) hours on any shift but less than the entire shift, then any increase in compensation for working in a higher position shall be considered in the calculation of the amount of paid overtime proportionately depending on the hours worked in the higher position.

ARTICLE 18 – SHIFT TRANSFERS AND SWAPS

18.1 *Shift Transfers.* A bargaining unit member who is transferred from one shift to another shift will receive written notification of the transfer no less than two (2) weeks prior to the effective date of the transfer, except where the transfer is required sooner to ensure shift coverages or in such emergencies as declared by the Fire Chief or as declared by the Florida Governor or the Village. Required shift transfers are within the authority and discretion of the Fire Chief, whose decisions are final and not subject to the grievance procedure.

18.2 *Shift Swaps.*

- a. A shift swap is a privilege and any abuse of a shift swap will result in the loss of that privilege. A bargaining unit member shall have the right to request a shift swap when the shift swap does not interfere with the operation of, or increase the cost to, the Fire Department. The Fire Chief or designee must receive a request for a shift swap at least seventy-two (72) hours before the shift begins for the request to be considered for approval. Shorter notice can be considered in an emergency circumstance subject to the approval by the Fire Chief or his/her designee. All time traded must be paid back within twelve (12) months.
- b. The Fire Chief or designee has the right to refuse a request for a shift swap provided; however, that such requests are not arbitrarily denied. There shall be no right to use the grievance procedure to protest the denial of a request for a shift swap.
- c. To maintain continuity in operational staffing, an EMT may only shift swap with another EMT or a probationary Paramedic (a paramedic who is not fully cleared by Department Medical Director but who has passed the State paramedic exam). A Paramedic may shift swap with another full (non-probationary) Paramedic. In limited circumstances, subject to the approval of the Shift Captain and the Fire Chief, an EMT may shift swap with a full Paramedic (non-probationary) provided that there is another full (non-probationary) Paramedic on duty with that EMT at the same station.
- d. After a shift swap has been approved, if a bargaining unit member required to work another member's scheduled shift and fails to report to work for that shift, or is otherwise absent due to illness or injury, the bargaining unit member shall be held responsible and that member's accrued sick leave shall be used if the member has accumulated sick leave. If the member has no accumulated sick leave, personal or vacation leave may be used. If the member has no accumulated leave (sick, personal or vacation), the member shall be considered absent without leave.
- e. Any failure to report to and complete a shift swap, if not approved by the Fire Chief or designee, may result in disciplinary action, including, but not limited to, the loss of shift swap privileges for a period of time not to exceed one (1) year.

ARTICLE 19 – SICK LEAVE

19.1 *Accumulation.* Each shift bargaining unit member shall accrue twelve (12) hours of sick leave for each full month worked. Non-shift bargaining unit members shall accrue eight (8) hours of sick leave for each full month worked. Sick leave is earned from date of employment. There is no maximum number of sick leave hours that can be accumulated by a member.

19.2 *Usage.* The use of sick time is governed by the provisions of the Village Employee Manual. Sick leave shall not be granted in advance of accrual. Personal leave days may be utilized in lieu of sick leave at the discretion of the member.

19.3 *Payout.* The following provisions apply for the payout of accumulated sick leave upon separation.

a. Calculation of rate of pay. For calculation of an eligible payout of sick leave upon separation, the member's hourly rate of pay shall be averaged for the prior five (5) years, using the rate of pay in effect on September 30th of each year of employment, excluding any year in the DROP.

b. Maximum payout. 960 hours for shift employees and 640 hours for non-shift employees.

c. No payout. There shall be no entitlement to a sick leave payout to a bargaining unit member who leaves employment of the Village prior to completing five (5) years of employment. There shall be no entitlement to a sick leave payout to a member who is discharged or terminated from the Village.

d. Payout upon death that occurred during employment. One hundred (100%) percent of sick leave accrual up to the maximum amount provided herein, payable to the same person who is named as beneficiary in Village life insurance policy.

e. Payout upon retirement, fifty (50%) percent of sick leave accrual up to the maximum amount provided herein.

f. Upon separation in good standing with five (5) or more years of Village employment, 50% of sick leave accrual up to the maximum amount provided herein.

19.4 *Annual conversion of sick leave time.* Bargaining unit members who have more than six hundred (600) hours of banked sick leave time may convert their sick leave time to vacation leave time at a conversion rate of 50% in order to accumulate vacation leave time hours that do not exceed the maximum of three hundred twenty-five (325) hours allowed in the vacation leave time bank. The maximum amount of the annual conversion of sick leave time to vacation time in any year is ninety-six (96) hours. The maximum cumulative amount that can be converted during the member's term of employment is nine-hundred sixty (960) hours.

ARTICLE 20 - OFF-DUTY INJURIES

20.1 The Village has no duty to accommodate any bargaining unit member who has sustained an off-duty injury not covered by the Americans with Disabilities Act ("ADA"). No bargaining unit member shall have the asserted right to continue in light duty status for an off-duty injury not covered by the ADA.

20.2 The Village reserves the option to accommodate a bargaining unit member who has sustained an off-duty injury and for other illnesses or conditions (such as pregnancy), within the sole discretion of the Fire Chief, and may offer light duty work to the member within the parameters of the medical restrictions, which may include administrative duties or other duties determined by the Fire Chief and which may include a forty (40) hour workweek, within the Fire Department.

20.3 Regular salary shall be paid to a member working in light duty status, without loss of regular salary even if shift hours are changed to non-shift hours or a forty (40) hour workweek.

ARTICLE 21 – DISABILITY LEAVE FOR ON-THE JOB INJURIES

21.1 Disability leave shall be defined as leave with pay granted to a bargaining unit member who sustains an injury resulting in the member's incapacity to perform the essential functions of the work as directed by the Village and arising directly from and out of the discharge of the member's duties in the course of the member's employment by the Village. Disability leave may be granted from the time of the incapacity to perform the essential functions of the work, as directed by the Village, to the time the member returns to duty as determined by a physician appointed by the Village, subject to the limitations and restrictions set forth in this Article. Any member on disability leave shall appear for examination at any reasonable time before any physician appointed by the Village; and the failure of such member to appear for such examination shall automatically terminate disability leave.

21.2 *Initial thirty (30) days.*

a. The maximum disability leave available to a bargaining unit member who suffers an incapacitating injury incurred on duty arising out of recreation, leisure time or other such in-house activities not related to assigned work duties shall be no more than thirty (30) days. No other benefit described in this Article shall be provided to such member under the circumstances described in this paragraph.

b. Disability leave shall be available to a member who suffers an incapacitating injury incurred on duty arising out of or in connection with actual firefighting or rescue calls, including traveling to and from such calls; mandatory fire training drills and assigned fire station duties up to thirty (30) initial days and other benefits described hereinafter.

c. If a Village-appointed physician(s) recommends that the injured employee can return to work, with medical restrictions, then the Village, at its sole discretion and option, may offer light duty work to the injured employee within the parameters of the medical restrictions, which may include administrative duties or other duties determined by the Fire Chief and which may involve a forty (40) hour workweek, within the Fire Department.

d. If a Village-appointed physician(s) recommends that the member is able to return to work, then the Village may cancel disability leave at any time during this initial period.

21.3 *Extension period of additional one hundred fifty (150) days.*

a. Disability leave based on an injury described in paragraph 21.2b above may be extended by the Village for an extended period of up to additional one hundred fifty (150) days if an incapacity for the injured employee to perform the essential functions of the job duties continues, without restrictions, upon recommendation by a physician or physicians appointed by the Village.

b. If a Village-appointed physician(s) recommends that the injured employee can return to work, with medical restrictions, then the Village, at its sole discretion and option, may offer light duty work to the injured employee within the parameters of the medical restrictions, which

may include administrative duties or other duties determined by the Fire Chief and which may involve a forty (40) hour workweek, within the Fire Department.

c. If a Village-appointed physician(s) recommends that the member is able to return to work, then the Village may cancel disability leave at any time during the extension period.

21.4 Time period after one hundred eighty (180) days.

a. If a member is unable to return to work in the member's job due to disability, the member shall be required to utilize accrued vacation, sick or donated time to defray the difference in pay between regular salary and the workers compensation benefit payment.

b. If a Village-appointed physician(s) recommends that the injured employee can return to work, with medical restrictions, then the Village, at its sole discretion and option, may offer light duty work to the injured employee within the parameters of the medical restrictions, which may include administrative duties or other duties determined by the Fire Chief and which may involve a forty (40) hour workweek, within the Fire Department.

c. If a Village-appointed physician(s) recommends that the member is able to return to work, then the Village may cancel disability leave at any time during this post-extension time period.

d. If a member is unable to return to work in the member's job due to disability after the member's sick, vacation or donated time is exhausted, the Village has the option to (1) employ the member in another position in the Village upon recommendation of the Village-appointed physician(s) without a reduction in salary; (2) allow the member to apply for disability retirement or (3) continue to pay disability leave for a time period but not to exceed the date when the member reaches maximum medical improvement under Florida Workers Compensation Law.

e. If a member is determined to be permanently and totally disabled under the Florida Workers Compensation Law, the member must apply for social security disability benefits within thirty (30) days of such determination and any social security disability benefits received by the member must be credited against any payment benefits under the Florida Worker's Compensation Law paid by the Village to the member in lieu of direct payment to the Village.

21.5 Disability leave pay shall be computed on the basis of the difference between the member's regular rate of pay and the benefits paid under the Florida Workers Compensation Law for any time lost.

21.6 Regular salary shall be paid to a member working in light duty status.

21.7 No bargaining unit member shall accept outside employment of any kind or nature whatsoever or engage in any form of self-employment while on disability leave.

21.8 *Decision to grant or deny disability leave.* The decision to grant or deny disability leave to any member and the duration of any such leave shall be the sole and exclusive function of the

Village Manager with advice from the Fire Chief or designee. The Village reserves the right to investigate the alleged job-related or incurred injury for the purpose of making a decision. The decision shall be made within thirty (30) days of the Village was notified of the injury, unless the time is extended for good cause.

21.9 *Administrative appeal of a denial of disability leave.* If a member is denied disability leave, the member may appeal the decision of the Village Manager by requesting in writing a hearing before the Village Manager within ten (10) calendar days of the decision. The member shall have the right to present relevant evidence, testimony and argument in support of the member's position to grant disability leave. The Village shall have full authority to determine the administrative hearing procedures to be followed.

21.10 If there is any dispute concerning any subject matter of this Article, including issues of coverage of any injury, the Village Manager shall have the final administrative and binding authority to determine and decide the disputed issues subject to grievance and arbitration.

21.11 The Village shall have the authority to establish such procedures as are reasonable to properly administer this Article.

ARTICLE 22 - BEREAVEMENT LEAVE

22.1 A bargaining unit member, in the case of death in the immediate family, shall be granted a paid leave of absence, upon written request, if needed for purposes of attending the funeral. The paid leave time shall be taken consecutively for duty days for shift workers and for workdays for 40-hour a week employees. The maximum amount of paid bereavement leave is 48 hours of work hours missed for 24-hour shift workers and 32 hours for work hours missed for 40-hour a week employees. If additional time is taken, such additional time will be charged against accrued vacation leave or compensatory time at the employee's request.

22.2 Immediate family is defined as: father, mother, sister, brother, husband, wife, domestic partner, grandparents, children, grandchildren, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, current brother-in-law, current sister-in-law, stepfather or stepmother if that person raised the bargaining unit member from infancy or commencing at a point in time within the first five years of life, or a household member who lived with the employee's family for at least five consecutive years immediately prior to the household member's death.

22.3 Documentary proof of the death of the immediate family member and the employee's relationship to the deceased shall be submitted to the Village within thirty (30) days upon return in order to qualify for the bereavement leave benefit in a reasonable manner and subject to regulations established by the Village. Any employee found to have falsified information in obtaining bereavement leave shall be subject to disciplinary action.

ARTICLE 23 – OCCUPATIONAL SAFETY AND HEALTH

23.1 The Village and Union shall cooperate fully in matters of safety, health and sanitation affecting the employees, regarding facilities and equipment used by the Fire Department.

23.2 The Village shall provide safe working conditions for its bargaining unit members. The Village also encourages such members to notify the Village of alleged unsafe, unhealthy or unsanitary conditions as they arise, by communication first to the Fire Chief or designee and then if not resolved, through a labor/management meeting. If such matters are not resolved internally within the Fire Department and labor/management meetings, then the grievance process is available if conditions violate the provisions of this Article.

23.3 The Village shall provide protective gear for firefighters upon entering the Combat Division which meet the minimum NFPA standards:

- Bunker coat
- Bunker pants
- Fire hood
- Pair of Fire boots
- Fire helmet
- Pair of Fire gloves
- Suspenders
- Extraction gloves
- Primary eye protection
- Fitted SCBA masks

Bargaining unit members shall be responsible for replacement expenses for lost, stolen, damaged, assigned items, which are caused by the member's negligence.

23.4 **SCBA Repair.** Department personnel who have been trained and certified by the manufacturer or a manufacturer approved representative or vendor will be permitted to perform repairs or supervise repairs on Self-Contained Breathing Apparatus (SCBA).

23.5 The Village will provide each bargaining unit member an allowance of up to \$200.00 per year towards the purchase of Village-approved work-related material/equipment. Such equipment/purchase will be available for purchase through the Village Fire Department.

ARTICLE 24 – SENIORITY

24.1 The Fire Chief or designee shall prepare a seniority roster or list for all positions in the Fire Department which shall be posted each December, including on bulletin boards. Such roster or list shall be considered correct unless an objection is reported to the Fire Chief and the Human Resources Director within thirty (30) days after posting.

24.2 Seniority shall be determined in the following order for full-time bargaining unit members in connection with uninterrupted service with the Village: (a) rank, (b) time in grade and (c) time in service. Seniority will continue to accrue during all forms of authorized leave.

24.3 Resignation and termination or discharge from service with the Village shall cancel prior seniority credits or status based on prior service as described in Section 24.2 above. If a bargaining unit member is involuntarily laid off for more than nine (9) months, then all prior seniority credits or status based on prior service as described in Section 24.2 above shall be canceled.

24.4 The Village shall utilize a bidding system for the selection of planned vacation days and planned Kelly Days prior the beginning of a calendar year for that year. Each member shall provide first, second and third choices to the Fire Chief. The Fire Chief shall give preference and priority for the selection based on seniority but reserves the right to make a selection that is not based solely on seniority where such a selection will negatively impact overtime costs or unduly interfere with normal operations. However, the Fire Chief shall make every good faith effort to honor selection requests based on seniority.

ARTICLE 25 – EDUCATION REIMBURSEMENT PROGRAM

25.1 *Tuition Reimbursement.* Village will pay tuition for approved degree programs or courses of study at accredited education programs according to the following limitations and subject to the availability of funds that are budgeted to the Fire Department.

- a. Upon approval of a degree program or courses of study by the Village Manager, in consultation with the Fire Chief and the Human Resources Director, the Village shall reimburse the tuition for an eligible degree program or course of study offered at an accredited college, university or institution of higher learning that in the judgment of the Village is directly related to the employee's current position and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities. The program may include classroom and online learning.
- b. The employee who is approved for attendance in an approved education program must pay tuition costs directly to, and be accepted for enrollment by, an accredited education institution. No reimbursement will be made for textbooks, activity fees, supplies, materials, lab fees or other expenses.
- c. The amount payable for reimbursement shall be based upon and not exceed the established credit hour rate of tuition charged in the state university system at the time enrolled, regardless of the employee's election to attend a private university or college. Upon employee's successful completion of an approved course with a final grade of "B" or higher, or with satisfactory completion if no grade is given in a course that is only provided to students on a pass/fail basis, the Village shall reimburse the employee for one hundred (100%) percent of the tuition; provided that the employee furnishes payment receipt and an official grade report.
- d. Training and/or study time will be undertaken during employee's off-duty time.
- e. If an employee completes an education program that is a prerequisite or requirement for a certification and/or licensure, the employee shall be given one (1) year to obtain the certification and/or license. The Village shall reimburse the employee during the education program as provided herein. If the employee does not obtain the certification and/or license within one (1) year of completion of the education program, then the Village shall not reimburse the employee for any future education programs that is a prerequisite or requirement for a certification and/or license, including, but not limited to, those certifications and/or licenses that are identified as incentive pay in Section 10.4 for a time period of two (2) years
- f. If an employee voluntarily or involuntary separates from the Village (through resignation, termination or discharge, or retirement) within two (2) years following the completion of any education program for which such employee has received reimbursement by the Village or within two (2) years following the date of state certification and licensure, if applicable, the amount of tuition reimbursed by the Village shall be repaid on a prorated basis based on monthly increments by the employee to the Village immediately. If the

employee fails to immediately reimburse the Village for the reimbursed amount, then the Village will deduct the full amount from the employee's final paycheck and/or from outstanding wages, salary or accumulated time or separation pay.

25.2 *Employee Reimbursement for Academy Training.* New hires who resign or are terminated or discharged within two (2) years of graduation from the Fire Academy, will be responsible to reimburse the Village on a prorated basis based on monthly increments for the costs associated with such training through a deduction from the employee's final paycheck and/or from outstanding wages, salary or accumulated time or separation pay. Each new hire shall enter into a reimbursement agreement with the Village prior to employment with the amount stated for the training costs to be incurred that is subject to reimbursement.

25.3 *Payment for certifications and licenses.* The Village agrees to host and provide classes for such certifications required for employment including ACLS, PALS and CPR for Healthcare Provider training, which shall be provided through an approved state provider. The Village will not pay for driver's licenses and/or licenses and certificates not required as a condition of employment or continuing employment. The Village agrees to schedule required continuing education unit (CEU) classes; however, each employee bears the responsibility of ensuring that the employee's certifications/licenses are maintained and do not lapse even if the employee is unable to attend scheduled classes provided by the Village.

ARTICLE 26 – GRIEVANCE PROCEDURE

26.1 In a mutual effort to provide harmonious working relationships between the parties, it is agreed to and understood by both parties, that there shall be a procedure for the resolution of grievances involving the application or interpretation of this Agreement. A grievance shall be defined as any dispute arising out of the interpretation or application of the terms of this Agreement.

26.2 Any grievance not processed according to the time limits provided for herein shall be considered conclusively abandoned unless the time limits provided herein have been extended by agreement of the parties. Any grievance not answered by management within the time limits provided for herein will automatically advance the grievance to the next higher step.

26.3 Any discharge, suspension, demotion or other disciplinary or punitive action, with the exception of an oral counseling or written reprimand, shall be subject to grieve through this grievance procedure. Any such grievance may be initiated or submitted directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance in Step 1.

26.4 Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the Village, such grievance shall be initiated or submitted directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employees or the Union representative on their behalf.

Step 1: The aggrieved employee shall present in writing and discuss the complaint or grievance with the employee's immediate supervisor, within ten (10) calendar days of the date of the occurrence, which gave rise to the grievance. A Union representative may be present if requested by the employee or the Union. The immediate supervisor may seek the assistance of any other individual who may be qualified to offer assistance or information, which will aid the immediate supervisor to render decision or response. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within seven (7) calendar days.

Step 2: If the grievance has not been satisfactorily resolved, the aggrieved employee, with the assistance of the Union representative, shall present such written grievance to the Fire Chief within ten (10) calendar days from the date of response in Step 1. The Fire Chief shall meet with the employee and the Union and shall issue his response to the grievance within fifteen (15) calendar days of the meeting.

Step 3: If the grievance has not been satisfactorily resolved, the aggrieved employee, with the assistance of the Union representative, shall present such written grievance to the Village Manager, within ten (10) days from the date of response in Step 2. The Village Manager or designee shall meet with the employee and the Union and shall issue his or her response to the grievance within fifteen (15) calendar days of the meeting.

Step 4: If the grievance remains unsettled, the grievance shall then be submitted to arbitration within thirty (30) calendar days under the rules of the American Arbitration Association (AAA).

ARTICLE 27 – ARBITRATION

27.1 The parties will attempt in good faith to mutually agree upon an independent arbitrator. If this cannot be done, an arbitrator will be selected by each party striking four (4) names from a panel of at least nine (9) names of qualified arbitrators to be submitted by the American Arbitration Association.

27.2 The arbitration shall be conducted under the Rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined in this Agreement. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto; nor shall be this collective bargaining agreement be construed by an arbitrator to supersede applicable state and federal laws in existence at the time of the signing of this Agreement.

27.3 The arbitrator may not issue declaratory opinions and shall confine consideration conclusively to the question, which is presented and which must actual and existing.

27.4 It is contemplated that the Village and the Union shall mutually agree in writing as to the matter to be arbitrated prior to the hearing, and if this is not done, the arbitrator shall confine the decision to the particular matter thus specified. In the event of a failure of the parties to so agree on a statement of the issue to be submitted, the arbitrator will confine consideration to the written statement of the grievance presented in Step 2 of the grievance procedure.

27.5 Each party shall bear the expense of its own witnesses and of its own representation. The parties shall bear equally the expense of the impartial arbitrator. Any party desiring a transcript of the hearing will bear the cost of the transcript.

27.6 Copies of the award of the arbitration made according to the jurisdiction or authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing. The arbitrator's decision shall be final and binding.

27.7 Probationary employees shall have no right to utilize this grievance procedure for any matter concerning discharge, suspension, or other discipline.

ARTICLE 28 – CONTRACT SAVINGS PROVISION

28.1 If this Agreement or any provision, section, subsection, sentence, clause, phrase or word of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties shall meet, promptly, to negotiate replacement language according to Chapter 447, Part II, Florida Statutes, as amended from time to time.

ARTICLE 29—MEDICAL INSURANCE

29.1 The Village shall provide group health insurance benefits for the individual bargaining unit member. The Village shall pay ninety (90%) percent of the cost of providing such group health insurance benefits for the individual bargaining unit member.

29.2 The Village also offers group health insurance benefits for eligible dependents, at full cost and premium to be fully paid by the employee bargaining unit member. The Village shall not contribute any funds towards payment of dependent coverage.

29.3 The Village shall provide group health insurance benefits (excluding dental and vision) to employees who were hired as firefighters or became firefighters between September 1, 1999 and September 1, 2004 upon retirement as a firefighter from the Village, from the date of retirement to the first date of eligibility for Medicare coverage through the same insurance plan provided to Village employees; provided, however, that these individual retirees, shall pay sixty-five (65%) of the cost of the premium and the Village shall contribute thirty-five (35%) of the cost of the premium for such individual coverage. The extended benefit solely applies to these individuals based on special circumstances applicable only to them.

ARTICLE 30 – LABOR /MANAGEMENT MEETINGS

30.1 The Union and the Employer shall schedule quarterly Labor/Management meetings during the calendar year, or such other times by mutual consent, to discuss matters of mutual concern or matters involving employee relations. At least one (1) Union representative and one (1) Employer representative is required to conduct business. In any event, no more than three (3) Union representatives may attend a Labor/Management meeting. If there is no business to be conducted at a scheduled quarterly meeting, then either party may waive or cancel the meeting. Either party may request an unscheduled meeting upon providing reasonable notice to the other party.

30.2 The Union representatives, who are off-duty at the time of the Labor/Management meeting, shall not be compensated for attending the meeting.

ARTICLE 31 – DRUG AND ALCOHOL WORKPLACE POLICY AND RULES

31.1 The Village and the Union recognize that the employee substance and alcohol abuse may have an adverse impact on the Village government, the image of Village employees, and the general health, safety and welfare of employees and the general public at large.

31.2 The Village and the Union have agreed to follow the existing Islamorada, Village of Islands, Drug-Free Workplace Policy and Work Rules set forth in the Employee Manual, a copy of which is on file in the Office of the Village Clerk and incorporated herein by reference, pursuant to and in compliance with the Florida Drug-Free Workplace Program, as provided in Sections 440.102 and 112.0455, et seq., Florida Statutes (1999), as amended from time to time, and the regulations of the Florida Department of Labor and Employment Security, Division of Workers Compensation, et seq., and the Florida Administrative Code.

31.3 A copy of the Policy and Rules will be distributed to all bargaining unit members and to all newly hired members.

31.4 If the legislation or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug Free Workplace Program, or which may enable the Village to reduce the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums, the Village may change the drug and alcohol policy and rules, if such changes enable the Village to remain in compliance with state law and/or regulations or will result in a reduction in the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums. The Village shall inform the Union in writing at least 60 days prior to instituting any such change in the Policy and Rules prior to implementation.

31.5 The Village and the Union agree that any grievance or arbitrable issue arising from the implementation of the Policy or any future revisions to the Policy is subject to grievance and arbitration procedures provided in Articles 26 and 27 herein and if applicable, the special expedited arbitration provided in this Article.

31.6 If a conflict exists between the Village Drug-Free Workplace Policy and Work Rules and the Florida Drug-Free Workplace Program, including Section 440.102, Florida Statutes, and the accompanying regulations, the Village and Union agree that the Village Policy and Work Rules will be construed or revised, as necessary, to comply with the statutory and regulatory requirements of the Florida Drug-Free Workplace Program.

31.7 *Special Expedited Arbitration for Reasonable Suspicion Drug Testing.*

a. The Union President and the Village Manager or designee shall select two permanent umpires to hear reasonable suspicion employee drug and alcohol grievances. The umpires shall alternate, hearing only grievances where the bargaining unit or the member alleges that there is no reasonable suspicion to warrant being ordered to submit samples for testing. The grievance shall be limited to whether or not there was a reasonable belief based on reasonable suspicion based on

the factors set forth in the Village Drug-Free Workplace Policy and Work Rules, to require the grievant to take a drug test and submit samples.

b. Samples submitted pursuant to and initiated by a Reasonable Suspicion Report if grieved by the bargaining unit member shall not be tested until the umpire rules affirmatively that there is reasonable belief to test the employee.

c. If a bargaining unit member or Union elects to file a reasonable suspicion grievance, the grievance must be in writing and submitted by fax or hard copy to the Human Resources Director's Office on the same day as the test or not later than 5:00 pm of the next regularly scheduled work day of the Human Resources Director.

d. Any costs associated with the umpire's decision shall be borne by the Village if the umpire rules that there was no reasonable belief to test the employee, and the sample or samples shall be properly discarded. Costs associated with the umpire's decision shall be borne by the Union if the umpire rules that there was reasonable belief to test the employee, and the sample or samples shall be released for testing.

e. An expedited hearing shall be held before the umpire under the American Arbitration Association rules of expedited arbitration, and no post-hearing briefs shall be filed. The grievance shall be submitted directly to arbitration and shall be heard no later than 3 calendar days after the day that the employee was required to submit to the drug test, unless extended for good cause by mutual agreement of the parties. The umpire shall rule at the close of the hearing and an oral response from the umpire shall be sufficient to settle the grievance.

f. The umpires shall serve from year to year and shall be appointed by letter, jointly signed by the Union President and the Village Manager or designee. If the Village and the Union elect to remove an umpire, the umpire shall be notified and the parties shall agree on a replacement. If the parties in good faith are unable to agree, each party shall submit 2 names into a hat and the name drawn shall be the replacement for 1 year.

31.8 Rehabilitation when a bargaining unit member tests positive for drug and alcohol use.

a. Rehabilitation shall be allowed one time only for a bargaining unit member who has first tested positive through a confirmed positive test result pursuant to random testing or reasonable suspicion drug examination for drugs or alcohol and where the results do not show the presence of an illicit drug under Section 893.03, Florida Statutes. If the test results show the presence of an illicit drug under Section 893.03, Florida Statutes, rehabilitation may be offered to the member at the Village's discretion. Rehabilitation is not allowed when a member first tests positive through a confirmed positive test result pursuant to a pre-employment examination, fitness for duty examination, testing during probationary status upon hiring, or post-incident/accident examination. An employee may seek rehabilitation at any time (one time only) prior to random drug testing or a reasonable suspicion drug examination following the procedures set forth in subsection (c) below. It shall neither be considered insubordination nor shall an employee be subject to discipline for seeking rehabilitation in lieu of presenting for random drug testing or for a reasonable suspicion drug testing.

b. Discipline may not be imposed prior to the time when a positive test result is communicated to the Village. However, if the bargaining unit member's behavior in connection with the alleged substance abuse amounts to conduct for which the Village might otherwise discipline the member, the Village may take disciplinary action prior to being informed of a positive test result.

c. If rehabilitation is offered to a bargaining unit member under this Section, then the member shall have seventy-two (72) hours (excluding weekends and holidays) from the notification of the member's positive test result to enter into a Village-approved substance abuse treatment program and shall remain in the program until the bargaining unit member successfully completes the program, including any required aftercare. The Village shall provide a list of approved programs each year to the Union. The Union shall be given an opportunity to submit any reasonable objections to the Village with regard to the program list. The Village shall review the Union's objections and may accommodate or agree with such objections but the Village shall not be required to reject the program based on the Union's objections per se. If the member fails to enter, participate in, and/or successfully complete any part of the rehabilitation program, including any aftercare, the member shall be terminated from employment with the Village.

d. At the Fire Chief's discretion, a bargaining unit member while enrolled and participating in a substance abuse program as described above, shall be placed on leave or assigned to a non-safety-sensitive position. If the member is placed on leave, the member shall be permitted to use any and all accumulated leave credits, if appropriate, before leave will be ordered without pay.

e. A bargaining unit member cleared to return to work by the Substance Abuse Program Administrator shall be subject to random drug testing for a period of two (2) years. The Village shall be limited to six random drug tests for each twelve (12)-month period, beginning from the date the bargaining unit member returns to work. A bargaining unit member who tests positive a second time under the rehabilitation procedure provided in this Section shall be terminated from employment with the Village.

ARTICLE 32 – RETIREE PERQUISITES

32.1 Any bargaining unit member with ten (10) or more years of service with the Village, who has separated from the Village in good standing (i.e. not terminated for cause) and who is eligible for retirement benefits, may retain his or her last-issued fire helmet and will be issued an Islamorada Fire/Rescue Department identification card reflecting the member's retired status.

ARTICLE 33 - DURATION OF AGREEMENT

33.1 This Agreement shall be effective October 1, ~~2018~~ 2021, and shall remain in force and effect through September 30, ~~2021~~ 2024. Negotiations for a new collective bargaining agreement shall commence no later than one hundred and fifty (150) days prior to the final day of the existing agreement. If the Village and the Union do not agree on all articles of a proposed new agreement that are matters of mandatory collective bargaining by the expiration of this Agreement (September 30, ~~2021~~ 2024) either party may declare impasse and proceed to resolve the impasse in the manner provided in section 447.403, Florida Statutes, as amended from time to time.

This Collective Bargaining Agreement was bargained for and agreed to in accordance with the provisions of Chapter 447, Florida Statutes; was submitted to the bargaining unit members and ratified by a majority vote of votes for the Agreement; and after ratification was submitted to the Village Council for ratification.

ATTEST:


Secretary
Andres Ardila
Print Name

Bargaining Agent

**Islamorada Professional Firefighters, Local 4374
International Association of Firefighters**

By: 
Adrian Castellanos, President

Date: 10/06/2021

ATTEST:

Islamorada, Village of Islands

ISLAMORADA, VILLAGE OF ISLANDS


Kelly Toth, Village Clerk

By: 
Gregory J. Oravec, Village Manager

Date: 10/5/2021

Approved as To Form:


Roget V. Bryan, Village Attorney