

## RESOLUTION 2019-61

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. THROUGH SEPTEMBER 30, 2021 AND AMENDMENT NO. 1 TO THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. ("IAFF") reached an impasse in its negotiations for a successor collective bargaining agreement ("CBA"); and

WHEREAS, and after completing the Special Magistrate process, with the Village Manager accepting the recommendations and the IAFF rejecting them, the Village Council accepted the Special Magistrate's recommendations at an impasse hearing held on May 1, 2019, which are included in the proposed CBA; and

WHEREAS, subsequent to the impasse hearing, the Village and the IAFF continued negotiations and agreed to adjustments to the wage provision, which are included in Amendment No. 1 to the CBA; and

WHEREAS, subject to a ratification vote of the IAFF, the Village Council wishes to approve the CBA and Amendment No. to the CBA, and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves and ratifies a Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. through September 30, 2021 and Amendment No. 1 to the Agreement, copies of which are attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 11<sup>TH</sup> DAY OF JULY, 2019.

(Village Seal)

  
MAYOR

ATTEST:

  
VILLAGE CLERK

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE VILLAGE OF NORTH PALM BEACH**

**AND**

**PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF  
PALM BEACH COUNTY, LOCAL 2928, IAFF, INC.**

**10/1/18 to 9/30/21**

**(AMENDMENT NO. 1 INCORPORATED HEREIN)**

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**ARTICLE 1**  
**PREAMBLE**

1. This Agreement is entered into by and between THE VILLAGE OF NORTH PALM BEACH, a municipal organization, hereinafter referred to as the "VILLAGE" and the PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC., hereinafter referred to as the "UNION", for the purposes of promoting harmonious relations between the two parties, to establish an orderly and peaceful procedure for settling differences which may arise, and to set forth the basic and full Agreement between the parties concerning wages, hours, terms and conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

1. The VILLAGE recognizes the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., as the certified bargaining agent and exclusive representative of the bargaining unit defined in Certification No. 1259 granted by the Public Employees Relations Commission (PERC) on May 28, 1999, and as amended from time to time, for purposes of collective bargaining with respect to wages, hours, and/or terms and conditions of employment.
  
2. The term "employee" in this Agreement means those individuals employed by the VILLAGE in positions represented by the UNION regardless of membership in the UNION.

**ARTICLE 3**  
**VALIDITY**

1. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In the event a monetary provision of this Agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of the affected monetary provision(s) of this Agreement.

## ARTICLE 4

### WORKER'S COMPENSATION/ON THE JOB INJURIES

1. The VILLAGE will carry Worker's Compensation coverage for all employees covered by this Agreement in accordance with the law.
2. No benefits or payment under this Article shall be made where the disability is self-inflicted, or the disability continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy, or where drugs/alcohol are present at the time of the injury and are causally connected to the incident giving rise to the injury.
3. In the event of an on-the-job injury determined to be compensable under the provisions of the Workers' Compensation Act for a regular full-time employee, said employee will be carried at full pay for up to 26 weeks per year less any workers' compensation benefits. In order to be considered for this injury in line of duty benefit, the following conditions must be met:
  - A. The employee must provide written testimony of evidence that his/her injury was received in the line of duty. An injury received while the employee is attending a department approved school or training program shall be considered a line of duty injury.
  - B. Any employee who has a claim for compensation because of an injury on the job as described above shall file a claim, on the form provided by the VILLAGE, with the Fire Chief.
  - C. Any employee who is able to return to work after a job related injury shall be reinstated to his/her former job, provided he/she is qualified to perform all of the duties and responsibilities of his/her previous position and is certified by a medical doctor prior to the employee returning to work. The VILLAGE may require confirmation of fitness to return to work.
  - D. If the employee is unable to assume his/her former responsibilities, the employee shall have first preference to fill another Village Fire-Rescue position, if a vacancy occurs, and the employee qualifies for such position.

E. Nothing herein shall require the VILLAGE to create a light duty position when there is no operational or fiscal justification for its creation.

4. Employees shall immediately report to the VILLAGE any and all injuries which require treatment by a physician and which occur while on duty.

5. The VILLAGE shall have the right to conduct a post-accident drug test of any and all employees involved in a vehicular accident or other reportable incident which requires that any involved vehicle be towed from the scene of the accident or any involved individual receive medical treatment as a result of the vehicular accident or other reportable incident.

**ARTICLE 5**  
**HEALTH INSURANCE**

1. The VILLAGE agrees to provide a health insurance plan to all Village employees. The VILLAGE agrees to pay one hundred percent (100%) of the medical, dental and hospitalization insurance premiums for the employee and eighty percent (80%) of the employee's dependent's medical, dental and hospitalization insurance for the medical, dental, and hospitalization plan with the lowest cost of the plans offered by the VILLAGE. If an employee chooses coverage under the medical, dental, or hospitalization plan with the higher cost, the employee shall be responsible for the difference in premium cost between the cheaper and more expensive plans. The VILLAGE shall apply all premium contributions paid by, or withheld from the employee to the cost of the employees' dependents' coverage. Insurance plans include prescription drug coverage. The benefits of these insurance plans shall be those set forth in the insurance master plan distributed to all employees.

2. It will be the responsibility of the employee to notify the VILLAGE in writing within thirty (30) days in the event that dependent coverage is no longer required due to a change in marital status or for any other reason. Should the employee not notify the VILLAGE of said change, the employee shall reimburse the VILLAGE for the amount paid for his/her dependent insurance coverage premium from the date of status change.

3. The VILLAGE retains the right to determine the insurance carrier or it may self-insure if it so desires. In any event, the VILLAGE shall offer the same plan of medical, dental, and hospitalization benefits to employees covered by this collective bargaining agreement as those benefits offered to all other employees of the VILLAGE.

4. The VILLAGE shall provide a life insurance policy to all employees in the bargaining unit with a benefit payable at the maximum level allowed by IRS regulations before imputing added employee compensation (currently \$50,000 or \$25,000 after age 70). This life insurance benefit will be in lieu of any short or long term disability insurance benefit.

ARTICLE 6  
PENSION

1. The Village and the Union agree that the Village of North Palm Beach Fire and Police Retirement Fund (Retirement Fund) shall be maintained in its current form except as provided herein. The Village will draft an amendment to the ordinance establishing the Retirement Fund to accomplish the modifications provided herein. The ordinance will be submitted to the Union and the Pension Board's Attorney for review and comment prior to being submitted to the Village Council for approval. The ordinance amendment shall accomplish the following:

- A. The employee contribution for firefighters participating in the Retirement Fund shall increase from 5% to 7% of covered earnings effective with the first payroll period beginning on or after October 1, 2018.
- B. The benefit accrual rate shall be increased to 2.75%, applicable to all years of Credited Service accrued on and after October 1, 2018..
- C. All benefits accrued prior to October 1, 2018, shall remain unchanged.
- D. An employee's accrued benefit shall not, at the time he or she enters retirement, including entry into the DROP, exceed 75% of his or her "average monthly earnings" as that term is defined in Chapter 2, Article V, Division 4, Section 2-159 of the Village Code of Ordinances.
- E. There shall be created a Deferred Retirement Option Plan (DROP) with the following provisions/assumptions:
  - 1. A participant may only enter the DROP within the first 30 days after he or she satisfies the eligibility requirements for Normal Retirement;
  - 2. While in the DROP, the employee contribution rate shall be 4% of salary with 75% of the contribution (3% of salary) contributed to the participant's DROP account and the remainder (1% of salary) staying with the Retirement Fund to pay for defined benefits;

3. Interest shall accrue on the balance of a participant's DROP account, including the participant's monthly benefit and employee contribution, at a rate equal to that earned by the Retirement Fund but not less than 0% nor more than 6.4% per annum;
4. Participation in the DROP shall not exceed a 60 month time period and a participant must separate from service at the end of his or her DROP period; and
5. DROP account balances shall be required to be distributed within 180 days of separation from employment with the Village by lump sum payment, direct rollover, or a combination thereof.

The Union and Village recognize that additional provisions/assumptions may be necessary to implement, operate, and administer the DROP and grant the Board of Trustees of the Retirement Fund the authority to determine the same in accordance with its fiduciary obligations, the terms of this Agreement, and any and all applicable rules, laws, policies, or regulations.

2. The VILLAGE shall match bargaining unit employee contributions to a VILLAGE approved Chapter 457 Deferred Compensation Plan at a rate of fifty cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of sixty dollars (\$60.00) per month (\$720 annually) to be contributed by the VILLAGE on behalf of each bargaining unit employee.
3. The 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation", regarding the use of insurance premium tax revenue ("IPTR"). The Pension Fund for the Firefighters and Police Officers ("Fund") meets or exceeds the minimum benefits and minimum standards established by the State of Florida for public employee firefighters and officers pension plans as set forth in Chapters 175 and 185, Florida Statutes. The Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent between the IAFF and the Village. The provisions of this Agreement reflect the Village's and IAFF's mutual consent and agreement that all IPTR, whether base premium revenue or additional premium tax revenue, received by the Village will be used by, or for the benefit of, the Village to meet its annual actuarially required contribution

("ARC") to the Fund. If the State does not accept this mutual consent and agreement, this Article shall be reopened for further negotiations.

**ARTICLE 7**  
**MATERNITY LEAVE**

Maternity and Paternity Leave shall be granted in accordance with 9.1.6 C. of Village Policy No. 08-09.

**ARTICLE 8**  
**PAID BEREAVEMENT LEAVE**

1. The VILLAGE agrees that when a death is imminent or occurs in the family, (family as herein defined): father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, spouse's grandparent, foster parent, nephew, niece, aunt, uncle, first cousin, step-father, stepmother, half-brother, half-sister, step-brother, step-sister or step-child of the employee.
2. An employee scheduled for five (5), eight (8) hour days, shall be allowed three (3), eight (8) hour days of bereavement leave with pay for purposes of bereavement. A request for additional time may be granted, subject to the discretion of the Village Manager or his/her designee.
3. An employee scheduled for twenty-four (24) hours on duty and forty-eight (48) hours off duty, shall be granted twenty-four (24) hours for bereavement leave with pay for purposes of bereavement. Employees shall be granted, upon request, an additional twenty-four (24) hours of bereavement leave without pay. Employees may utilize vacation or other personal leave time in order to be paid for the additional twenty-four (24) hours of unpaid bereavement leave. A request for additional time may be granted, subject to the discretion of the Village Manager or his/her designee.
4. An employee who is notified of the death of a family member as defined in Section 1 above while on duty shall be immediately, or as soon as is practically possible, released from duty for the remainder of his or her shift with pay. The remaining hours of the shift from which the employee is released shall not be counted against any bereavement leave provided in Section 2 or Section 3 above.

**ARTICLE 9**  
**MILITARY LEAVE**

The rights and benefits regarding military leave are as set forth in the Village Leave Policy 08-09 attached.

**ARTICLE 10**  
**SICK LEAVE**

1. Sick leave will be paid when the employee is absent from duty due to the following reasons:
  - a. An employee's injury or illness or necessary medical treatment which precludes him or her from reporting for duty; or
  - b. Any injury, illness or necessary medical treatment of an employee's spouse, child, step-child or parent which requires the employee's help to care for him or her or to obtain the necessary medical treatment.
2. The employee will certify on the appropriate Personnel Action Form upon his or her return to duty that he or she was not able to report for duty due to one of the above reasons.
3. Effective the first full pay period after ratification, employees will accrue 0.0481 hours of sick leave per regularly scheduled hour of work, which regularly scheduled hours of work shall include all regularly scheduled hours (2,080 hours per year for 40 hour employees and 2,496 hours per year for 48 hour employees) so long as an employee is in that pay status. An employee on paid sick leave shall continue to accrue all benefits as if on active duty, except that paid sick leave shall not be considered days worked for overtime purposes. A second sick leave accrual bank (Bank #2, called "IAFF sick leave") shall be established and maintained by the Village for all time accrued under this new Sick Leave accrual rate. Future conversions of leave utilizing this "new" accrual rate in between 48-hour and 40-hour shifts will not be conducted.

The Village shall maintain intact, the original employee sick leave accrual bank, (Bank #1 called "sick leave") [with no conversion] to be utilized in accordance with the prevailing sick leave policy. Employees shall exhaust all accrued sick time in Bank #1 prior to utilizing sick time accrued in the newly established Bank #2. Accruals and deductions will appear for both Banks on the employee's pay stub. The original sick leave bank, Bank #1 shall be maintained until such time as all accrual balances in that bank has been exhausted for each employee individually.

4. Only a member's bank of accrued sick time in Bank #1 will be adjusted using the following formula, when the member is separated from service or assigned to a different schedule, excluding temporary assignments:

The formula for converting sick leave from the 48 hour accrual rate to the 40 hour accrual rate is as follows:

$$\begin{aligned} & \text{Number of sick leave hours accrued (48 hour accrual rate)} \\ & \text{divided by 24} \\ & \text{times 8} \\ & = \text{number of sick leave hours to be paid (at 40 hour pay rate)} \end{aligned}$$

Example:

|  |   |                        |
|--|---|------------------------|
| Sick hours accrued (48 hour rate)        | = | 288 hours              |
| Divide sick hours by 24                  | = | 12 days (288 hours/24) |
| Convert sick hours to<br>40 hour accrual | = | 96 hours (12 days x 8) |

After the conversion, any sick leave pay to an employee is paid at the 40 hour pay rate.

5. Sick leave may be accumulated with no maximum. Any employee with less than seven (7) years of service to the VILLAGE who voluntarily terminates employment, or who retires or dies while in the service of the VILLAGE, shall receive payment equal to fifty percent (50%) of up to a maximum of four hundred eighty (480) unused accrued sick leave hours (which equals a maximum of two hundred forty (240) hours payment). Employees with seven (7) or more years of service to the VILLAGE shall receive payment equal to seventy-five percent (75%) of up to a maximum of four hundred eighty (480) unused accrued sick leave hours. This payment provision does not apply to any employee who is discharged for cause. A deceased employee's pay for sick leave shall be paid to the estate of the decedent.
6. Sick Leave Reimbursement
  - a. Employees who have accrued three hundred eighty four (384) hours of sick leave ("minimum base") in Bank #2 may request reimbursement for sick leave accrued over the minimum base. Reimbursement by the VILLAGE will be on a 50% basis for every sick day hour above the minimum. Leave accumulated in Bank #1 will not be eligible for sick leave reimbursement upon the effective date of this contract.
  - b. Sick leave reimbursement is a voluntary right of the employee. An employee can only submit a request once per year during the month of May. The VILLAGE will reimburse the employee no later than November 30 of each year.
  - c. The Human Resources Director will be responsible for establishing a reimbursement form and accounting for the base and other data necessary to financially administer this program.
  - d. The employee will be required to sign a certificate/affidavit confirming that the reimbursement for the sick leave is final and will not be subject to the grievance process.
7. An employee who has been declared either physically or psychologically unfit for duty by a Doctor approved by the VILLAGE, when ordered for a fitness for duty exam by the VILLAGE, shall be required to use accrued sick leave while out of work on medical leave.

8. Non-probationary employees who use zero sick leave hours in any consecutive six month period of time shall receive 12 hours of personal leave time which shall be available for use in the same manner as vacation leave or compensatory time.
  
9. An employee is responsible for the appropriate use of sick leave. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or falsifies the actual reason for charging an absence to sick leave. Abuse may also occur when an employee establishes a pattern of sick leave usage over a period of time such as the day before or after a holiday, on Mondays and Fridays, after paydays, any one specific day, half-day, or a continued pattern of maintaining zero or near zero leave balances. Sick leave abuse is misconduct and can result in disciplinary action in accordance with Article 12.

**ARTICLE 11**  
**COURT APPEARANCES**

1. Any member required to attend a judicial matter arising from the performance of his/her duty shall be compensated for said services as follows:
  - a. Attendance while on duty, payment at regular pay scale.
  - b. Attendance while off duty, payment of one and one-half hourly rate.
  - c. A minimum guarantee of two (2) hours payment will be made for any appearance under this article to an employee who is off duty on the day of the appearance but the appearance is more than two (2) hours before the beginning or more than two (2) hours after the end of the employee's shift. If the employee is on duty on the day of the appearance but the appearance is less than two (2) hours before the beginning or less than two (2) hours after the end of the employee's shift, the employee will be paid for the actual time spent attending the judicial matter.
  - d. Witness fees shall be retained by the employee.
2. Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to the Fire Chief and the Village Attorney. An employee, served with a subpoena requiring the employee's attendance at a hearing, deposition, or trial or the requesting production of any Village records, shall promptly provide a copy of the subpoena to the Fire Chief. Rescheduling may be requested and coordinated by the VILLAGE.
3. Payment shall be made as soon as possible (by the next) payroll period following completion of the service.
4. Travel time spent by an employee for court appearances or deposition in a case arising from performance of his/her duties in excess of twenty (20) miles outside the perimeter of the VILLAGE shall be compensated as one (1) hour of wages for the employee concerned.

**ARTICLE 12**  
**MANAGEMENT RIGHTS**

1. The VILLAGE retains whatever rights and authority it possessed prior to entering into this Agreement, including but not limited to the right to operate and direct the affairs of the VILLAGE and its Fire Rescue Department in all its various aspects; to direct the working forces; to plan, direct, and control the operations and services of the Department; to determine methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to hire and promote; to demote, suspend, discipline, or discharge for just cause; to relieve employees for lack of work or for other legitimate reasons; to make, establish, and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities (provided, however, that such actions are not inconsistent with the terms of this Agreement) .
2. The UNION and the VILLAGE recognize that the residents of North Palm Beach are entitled to receive services at the highest possible level, subject to budget constraints. Therefore, the UNION pledges that it will encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.
3. The UNION agrees that all employees covered under this Agreement shall comply with all Village Personnel Rules and Regulations, including those relating to conduct and work performance, unless such rules and regulations conflict with this Agreement.
4. If, at the discretion of the Village Manager or his/her designee, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Village Manager, or his/her designee, during the time of the declared emergency, provided that the wage rate and monetary fringe benefits shall not be suspended.
5. Those inherent managerial functions, prerogatives and policy making rights which the VILLAGE 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.

**ARTICLE 13**  
**SENIORITY**

1. Seniority shall be defined as length of service with the Village Fire Department as determined by an employee's date of hire. In the event that two employees in the same classification have the same date of hire, seniority shall be determined by length of service within classification.
2. Seniority will govern selection of vacation schedules and preference in working overtime, provided the Fire Chief has the final authority to over-ride seniority for extraordinary operation reasons and his/her decision in that regard is not grievable. When the Fire Chief over-rides a request based on seniority, he/she shall inform the requesting party in writing of the basis of his/her decision.
3. Where a promotional opportunity shall occur and two or more employees are under consideration, the Fire Chief shall give due consideration to seniority and qualifications.
4. In the event of a layoff, an employee may displace the employee with lesser seniority in a lower classification provided the employee has prior service in said lower classification and provided further that the following factors are substantially equal:
  - a. Sufficient ability and qualifications to perform the work.
  - b. Performance evaluation.
  - c. Physical condition and job attitude.
5. In the event of substantial inequality of these factors as between employees in the same classification and department, the employee with the higher values of factors A, B, and C in the aggregate, shall be retained.
6. An employee shall be recalled in inverse order of layoff.
7. An employee shall lose his/her seniority as a result of the following:
  - a. Termination
  - b. Retirement
  - c. Voluntary resignation
  - d. Layoff exceeding six (6) months
  - e. Failure to report to the Village Manager, or his/her designee, intention of returning to work within three (3) days of receipt of recall, as verified by certified mail, return receipt.
  - f. Failure to return from military leave within the time limits prescribed by law.
  - g. Failure to return from an authorized leave of absence upon the expiration of such leave.
8. Seniority shall continue to accrue during all types of leave approved by the VILLAGE.

**ARTICLE 14**  
**PAID VACATIONS**

1. Vacation days accrue but may not be taken during the first one hundred eighty (180) days of service. Exceptions to this general rule may be made by the Fire Chief at his/her discretion. All personnel who have completed one hundred eighty (180) days or more of full-time service shall be entitled to take vacation with pay in accordance with the following accrual schedule:

| <u>LENGTH OF SERVICE</u>       | <u>DAYS OF VACATION</u>     |  |
|--------------------------------|-----------------------------|--|
|                                | <u>40 Hour Employees</u>    | <u>24 Hr. Employees and Paramedics</u> |
| Less than 6 Years              | 10 working day = 80 hours   | 5 Shifts = 2 weeks = 120 hours         |
| 6 Years but less than 10 years | 15 working days = 120 hours | 7 Shifts = 3 weeks = 168 hours         |
| 10 Years and over              | 20 working days = 160 hours | 10 Shifts = 4 weeks = 240 hours        |

2. Vacation, sick leave, or any other paid leave, shall be included in the computation of the one year of required full service.
- 3.
- a. Vacations shall be scheduled from January 1 to December 31. The VILLAGE shall determine the number of employees who can be off on vacation at any time throughout the year. Employees may not schedule vacation time off in excess of their anticipated available accruals including existing banks.
  - b. In October of each year, the VILLAGE will advise how many employees may be scheduled off for vacation during the next year beginning January 1 per shift.
  - c. During the month of November, employees shall select vacation periods by seniority on a per shift basis. Vacations selections shall be made in three (3) rounds:
    - (i) First Round - No later than November 15, all employees must submit requests to select a minimum of three (3) or more consecutive shifts (which may include Kelly Days). First round selections shall be limited to no more than ten (10) shifts, which includes Kelly Days, provided that the Fire Chief may approve vacation selections greater than ten (10) shifts. Such approval shall not be unreasonably denied. No part of any vacation lasting eleven (11) shifts or more (including Kelly Days) may be cancelled.

(ii) Second Round - No later than November 15, employees may submit requests to schedule another single group of (1 or more) consecutive shifts of vacation time. First and second round vacation awards shall be made no later than November 30.

(iii) Third Round - On the first A, B, and C shifts in December, the Fire Chief or his/her designee will begin to accept applications for vacation scheduling for the upcoming year, which shall be on a first come, first serve basis. If two (2) or more requests for the same vacation day are received on the same day, the employee with the most seniority will receive the requested vacation day. Employees shall be notified no later than the end of their shift following the shift in which their request was made as to whether their request has been approved or denied. Denied vacation request forms shall be kept on file by the Fire Chief or his/her designee and should the requested vacation time become available, the denied vacation request shall be considered for approval. The date of submission of denied time shall then constitute the date for the first come, first serve basis.

a. (D) Once approved, vacation times shall not be rescinded by the VILLAGE except in the event of a major emergency (i.e. earthquake, tropical storm, hurricane, or civil emergency).

b. (E) Employees may cancel or request vacation time only if at least sixty two (62) hours notice is provided from the start of the leave period, including Kelly Days. Requests or cancellations, if made with less than the required notice, but prior to the start of the leave period, may be granted at the discretion of the Fire Chief or his/her designee, however, no request will be unreasonably denied.

c. (F) Emergency Leave - Employees shall be granted emergency leave as necessary, subject to the approval of the Fire Chief or his/her designee, and such approval shall not be unreasonably denied. Once granted, emergency leave shall be charged as actual time used in quarter-hour increments. If the reason for the absence is a qualified use of sick leave, emergency leave shall be charged to the employee's sick leave allotment. If not, the absence shall be charged to compensatory time and finally to vacation time.

d. (G) Vacation time may be taken in a minimum of two (2) hours and thereafter hour for hour.

4. Employment terminated without cause, or by layoff, or by retirement, illness or injury shall not affect payment of earned vacation time. An employee shall not lose his/her vacation with pay if incapacitated due to an injury or illness incurred in the line of duty. The vacation time shall be reassigned upon return to duty.

5. If employment is terminated by death, the estate of the employee shall receive payment for the earned vacation days.

6. Vacation days shall be credited and reported per pay period, to indicate hours accrued less hours taken, reflecting net vacation hours available per pay period.

7. A member's bank of accrued vacation leave will be adjusted using the following formula, when the member is assigned to a different shift schedule, excluding temporary assignments:

The formula for converting vacation leave from the 48 hour accrual rate to the 40 hour accrual rate is as follows:

1. Number of vacation hours accrued (48 hour accrual rate)
2. times 2, divided by 3
3. = number of hours to be paid (at 40 hour pay rate)

Example:

Vacation hours accrued (48 hour rate) = 120 hours

Convert vacation hours to 40 hour accrual = 80 hours (120 hours times 2, divided by 3)

After the conversion, any vacation leave pay to an employee is paid at the 40 hour pay rate.

8. The maximum number of vacation days an employee may accrue is the unused days accrued during the employee's previous two (2) year period. Any employee, other than an employee who is discharged for cause, who voluntarily terminates, retires or dies while employed by the VILLAGE, shall receive payment equal to one hundred percent (100%) of the unused days of vacation accrued during the two year period prior to termination, retirement or death. Vacation leave days will be converted to eight (8) hour days before pay out.
9. An employee who has used ten (10) days of vacation time in a fiscal year may request reimbursement for any unused vacation days above the ten (10) days used. Employees requesting reimbursement must do so, in writing on a form approved by the Human Resources Director or his/her designee, during the month of October immediately following the fiscal year in which the ten (10) vacation days were used. The VILLAGE will provide reimbursement no later than the November 30<sup>th</sup> immediately following the written request. Reimbursement shall be at 100% of the employees' hourly rate as of September 30<sup>th</sup> of the fiscal year in which the ten (10) vacation days were used. The employee will be required to sign a certification/affidavit confirming that the reimbursement for the annual vacation leave days/hours is final and will not be subject to the grievance process."

**ARTICLE 15**  
**PAID HOLIDAYS**

1. The following days shall be considered paid holidays and all employees will receive eight (8) hours of straight time pay. All official holidays shall be considered to commence at the beginning of the first shift on the day of the holiday and continue for twenty-four (24) hours thereafter.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day

2. For all hours worked on any of the above-named holidays the employee will be paid a premium rate of pay of 1 ½ times the employee's base rate of pay.
3. In the event an employee calls out sick for all or any portion of the holidays identified in Section 1 above, and in the event such use of sick leave causes the Village to hire another employee at an overtime rate, the employee utilizing sick leave on the holiday shall be charged sick leave at the rate of one and one-half (1 ½) hours for each one (1) hour of sick leave used.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE - ARBITRATION**

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement. A dispute over disciplinary action shall be considered an appeal of disciplinary action unless otherwise grievable. If the dispute is not covered by the grievance procedure as set forth in the Agreement then the dispute shall be processed as set forth in Article 17.
  
2. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the VILLAGE within the time limits provided below shall be deemed resolved in favor of the grievant.
  
3. Grievances shall be presented in the following manner:

**Step 1:** In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he/she shall first discuss the alleged grievance with the immediate supervisor, and may be accompanied by a representative of the UNION, if so desired. This first discussion shall take place within ten (10) calendar days of the occurrence of the events which gave rise to the alleged grievance, or within ten (10) calendar days of when the employee knew or should have known of the existence of the events giving rise to the alleged grievance.

**Step 2:** In the event that the employee is not satisfied with the disposition of the grievance at Step 1, he/she may file a formal grievance, on a form approved by the VILLAGE. Such a grievance must be filed within ten (10) calendar days after the informal discussion is held at Step 1. Said grievance must be in writing, must be signed by the employee or the UNION as his/her representative and must contain: (a) the date of the alleged grievance; (b) the specific article (s) of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievances; and (d) the relief requested. The formal grievance shall be submitted to the Fire Chief or his/her designee. The Fire Chief shall, within ten (10)

calendar days after the receipt of the formal written grievance, render his/her decision on the grievance in writing. The Chief shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure by the Chief to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

**Step 3:** In the event that the employee is not satisfied with the disposition of the grievance by the Fire Chief at Step 2 he/she shall have the right to submit the grievance to the Village Manager within ten (10) calendar days after the disposition. Such grievance must be accompanied by the filing of a copy of the original written grievance. The Village Manager shall, within ten (10) calendar days of receipt of the grievance, render his/her decision in writing. If the Village Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance or dispute and the remedy sought.

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, it shall be presented directly at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 2, and signed by the aggrieved employees or the UNION representative on their behalf.
5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the UNION may submit the grievance to arbitration within ten (10) calendar days after the Village Manager's disposition of the grievance. Such request shall be in writing to the other party, and if delivered by mail, postmarked within ten (10) days of the Village Manager's disposition of the grievance. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the party seeking the appointment of an arbitrator shall, within five (5) days, request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.
6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the VILLAGE will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of his/her grievance. The employee

must either accept or reject the disposition of his/her grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, he/she may not accept the reinstatement and continue to grieve the loss of back pay. His/Her only choices would be to accept the disposition of his/her grievance, or remain discharged and pursue the grievance further.

7. For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.
8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.
9. The VILLAGE and the UNION shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that 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 amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.
10. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented to him, which questions(s) must be actual and existing.
11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.
12. The arbitrator's award shall be final and binding on the parties.

13. For the first three hundred sixty-five (365) days of consecutive service with the VILLAGE, an employee is probationary. That is, the employee serves at the will and pleasure of the VILLAGE and thus he/she may be disciplined or discharge without explanation or for any reason deemed sufficient by the appropriate Village official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.
14. The Union representative will be furnished with a copy of each grievance filed by an employee within the bargaining unit.
15. Employees may request to have a Union representative present at any step of the grievance procedure.
16. The UNION will not be required to process the grievance of non-members. The UNION will not be responsible for grievances proceeding to arbitration without being first notified by the VILLAGE in writing (and with a copy of the grievance) by the VILLAGE in a timely manner. The Union representative will have his/her name, address and all contact numbers on file with the VILLAGE.
17. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.
18. When arbitrability is raised by the VILLAGE with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.
19. If the VILLAGE does not agree that the matter is arbitrable, notification shall be sent to the UNION of such within ten (10) days of receipt of the Union's request to proceed to arbitration. The parties agree that in such an instance, the VILLAGE may submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen days of receipt of the parties' submissions.
20. Whichever party loses on the issue of arbitrability shall pay the costs involved in that proceeding.

21. If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance.

**ARTICLE 17**  
**DISCIPLINARY APPEALS**

1. Appeals of disciplinary action shall be handled as follows:
2. An employee who wishes to challenge any disciplinary action, shall file a notice of appeal to the Fire Chief within ten (10) calendar days of notice of the disciplinary action. When an employee has received a written counseling, the employee may, within 10 days of receipt of the written counseling, submit a written rebuttal which shall be attached to the written counseling document in the employee's personnel file.
3. Upon receipt of a notice of appeal, the Fire Chief or his/her designee shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Fire Chief to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained.
4. An employee who is not satisfied with the Fire Chief's decision can further appeal a discipline to the Village Manager. Upon receipt of a notice of appeal, the Village Manager shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Village Manager to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained. The decision of the Village Manager shall be final unless appealed as hereinafter set forth.
5. The UNION may appeal a discipline greater than a written reprimand to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 16 above. The request for appointment of an arbitrator must be made to the Village Manager in writing within ten (10) calendar days of the Village Manager's decision. The decision of the arbitrator shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline which was set by the Village Manager. The decision of the Arbitrator is final and binding on the parties.

No employee shall be subject to discipline of any type without just cause. No employee shall be subject to a suspension without pay or a termination without first being afforded a pre-determination conference with the Village Manager or his/her designee. No pre-determination conference shall be conducted with less than ten (10) calendar days notice to the employee.

**ARTICLE 18**  
**UNION ACTIVITIES**

1. An employee shall have the right to join or not join the UNION, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection, to express or communicate any view, grievance, complaint or opinion relating to conditions of employment or compensation, through duly appointed UNION representation, all actions to be free from any and all restraint, coercion, discrimination or reprisal by the VILLAGE or the UNION.
2. Union officials and/or members, no more than two (2), shall be granted reasonable time during working hours, without loss of pay, to negotiate with the representatives of the VILLAGE.
3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the UNION during working hours. The VILLAGE, in its discretion, may stop the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the VILLAGE'S part shall not be arbitrary or capricious, nor shall it allow the VILLAGE to proceed in a manner which deprives the employee of his or her right of representation. A UNION representative shall be permitted to accompany a fellow employee in circumstances such as:
  - A. The employee is required to appear at a hearing related to a grievance.
  - B. The employee is presenting or responding to a grievance.
  - C. The employee is subject to interrogation in conjunction with an internal affairs investigation.
  - D. The employee is attending a pre-determination hearing.
4. The Village Manager shall be immediately notified in writing, of changes of appointed Union representatives.
5. Union representatives shall be permitted to wear Union insignia while on duty. Said insignia shall be approved by the Fire Chief or his/her designee.
6. There shall be created a pool of time to be known as Union Time Pool. Each employee who is a member of the UNION shall contribute six (6) hours of straight time to the Union Time Pool through a deduction of six (6) hours off of the eight (8) hours of holiday pay received for the New Year's Day holiday except during the first fiscal year of this agreement when the deduction of six (6) hours shall be taken from the eight (8) hours of holiday pay for the Martin Luther King, Jr., holiday. The Union Time Pool may be used for Union business upon approval by the Union President or his or her designee. Employees utilizing Union Time Pool shall be released from duty on Union Time Pool only if the established needs of the Department regarding the provision of emergency services are met and with approval of the Fire Chief, which shall not be unreasonably denied. Union Time Pool will be used and charged on an hour for hour basis.

Salary and overtime pay, if any, incurred in replacing the Union representative(s) on authorized union leave shall be deducted from the Union Leave Account so there is no cost incurred by the Village when union leave is authorized. Authorization for Union leave shall be limited by the amount available in the Union Leave Account.

**ARTICLE 19**  
**RULES, REGULATIONS, DIRECTIVES**

1. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing and a copy of the same shall be submitted to the UNION no less than fourteen (14) days prior to implementation.
  
2. A request for bargaining regarding any rule change must be received within seven (7) days after notification to the UNION by the VILLAGE of the implementation of a rule change.

**ARTICLE 20**  
**BULLETIN BOARD**

1. The UNION will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of the UNION. The VILLAGE agrees to furnish space for the bulletin board.
  
2. Bulletins shall contain nothing derogatory relating to the VILLAGE, its elected officials or supervisory personnel.

**ARTICLE 21**  
**SCHEDULED HOURS - OVERTIME PAY**

1. The average workweek for twenty-four (24) hour shift employees shall be forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (Kelly Day) after every seventh (7th) shift. The FLSA work period for shift employees is twenty-one (21) days.
2. Kelly Days will be selected annually prior to first round vacation selections. Such selections shall be implemented beginning with the first full twenty-one (21) day work cycle in January of each year. For all employees, the selection of Kelly Days shall be determined by shift based on seniority as defined in Article 13 of this Agreement. The Fire Chief shall have the authority to determine the number of employees allowed off on Kelly Day for each day of the twenty-one (21) day work cycle so long as each employee has one Kelly Day off every seventh (7th) shift. Kelly day selections shall remain unchanged until implementation of the selection for in each new year.
3. Kelly Days may be exchanged regardless of Kelly Day cycles on a permanent or temporary basis by two mutually agreeable employees in accordance with Section 10 of this Article. A Kelly Day may be exchanged for a vacant Kelly Day slot provided that the exchange is made in the same twenty-one (21) day work cycle and in accordance with Section 10 of this Article.
4. If an employee requests a transfer or accepts a promotion or assignment into a new classification, the employee's selection of Kelly Day shall be based on the remaining days available on the new shift or in the new assignment to which the employee is to be transferred.
5. If an employee is to be transferred to a different shift by the VILLAGE, the VILLAGE shall first request that employees voluntarily switch shifts or Kelly Days. If within thirty (30) days of that request by the VILLAGE no employee has volunteered to switch shifts or Kelly Days, the VILLAGE may, if necessary, switch the Kelly Day of the employee(s) being moved from one shift to another.
6. If a problem arises in the implementation of this Article, the UNION and the VILLAGE shall meet to resolve the problem by mutual agreement.

The procedures for paying overtime for time worked outside of an employee's normally scheduled work week which are in effect at the time of this Agreement shall be maintained as the status quo except that the FLSA work period for shift employees is now twenty-one (21) days. An employee may be asked to work on his or her Kelly Day. An employee asked to work on his or her Kelly Day shall have the right to refuse such a request. Any employee who works on his or her Kelly Day shall be paid at the rate of time and one-half ( $\frac{1}{2}$ ) of the employee's straight time pay for all hours worked.

7. For purposes of computing overtime pay, all authorized paid leave, except sick-leave, shall be considered time worked.

8. Employees assigned to "standby" will be paid a minimum of one (1) hour's pay per "standby shift". In the event an employee is "called back", he or she shall receive a minimum of two (2) hours pay. "Standby" and "call back" time relate to either fire duty or emergency duty.
9. Employees may exchange hours subject to the approval of the Fire Chief or his/her designee providing such exchanges do not result in overtime.
10. The VILLAGE retains the right to make changes in schedules when extenuating circumstances such as hurricanes or other states of emergencies dictate.
11. When the Department requires overtime work to fill a vacancy, the overtime assignment shall be offered using an overtime rotation file. Employee names cards shall initially be filed in order of seniority with the Fire Department, after the first use to fill an overtime assignment the cards shall be rotated as follows: The cards shall be called in order of placement in the file starting with the first. If the call is answered by voicemail and the overtime assignment to be filled was created less than sixty (60) hours prior to the start of the shift on which the overtime assignment will be worked then a message shall be left stating they are being called for overtime and they have three (3) minutes (from the current time) to reply. If the overtime assignment to be filled was created sixty (60) or more hours prior to the start of the shift on which the overtime assignment will be worked, they shall have five (5) minutes (from the current time) to reply. If they have not replied within the time frame established herein, they are treated as a turn down, their card is marked as such and moved to the back of the file; the next card is called and this sequence is repeated until an answer or callback is received. The first person to answer/callback shall be informed of the overtime assignment; if they turn the overtime down they shall be informed that they will be ordered in if no other employee called accepts the overtime. Calls will continue until someone accepts the overtime assignment or the file has rotated back to the first person to answer who will then be ordered in to work the overtime assignment. Employees already scheduled to work on the shift requiring overtime shall not be subject to call and their cards shall not be moved in this rotation. Overtime assignments of less than eight (8) hours in duration shall not cause file cards to move in rotation.
12. Overtime assignments which are less than eight (8) hours in duration and commence at the beginning of a shift shall be offered to qualified employees of the off going shift in order of seniority. If no off going employee accepts the overtime assignment, the least senior employee from the off going shift shall be ordered to work the overtime assignment.
13. Employees on workers' compensation, FMLA, or medically assigned light duty will not be called for overtime assignments, their position in order of rotation shall be held until they return to work at full duty.
14. Newly hired employees shall serve six (6) months of their probationary period and pass FTO before being eligible to accept an overtime assignment. On their six month anniversary an overtime rotation card for the new employee shall be added to the file, placed at the back of the file.

15. No employee shall be allowed to accept an overtime assignment which would cause them to work more than forty-eight (48) hours in a row without a minimum twelve (12) hour break between periods of work.

**ARTICLE 22**  
**COMPENSATORY TIME**

1. There will be no accrual of any more compensatory time starting on the day the Agreement is ratified by the Village and the IAFF.
  
2. All compensatory time on the books when the Agreement is ratified by the Village and the IAFF must be used by the employee subject to the Chief's approval within 12 months from the date this Agreement is ratified, or it will be paid to the employee at his/her wage rate in effect on the date it is paid.

**ARTICLE 23**  
**FIRE RESCUE CONTINUING EDUCATION**

1. Employees covered by the collective bargaining agreement shall be eligible for tuition reimbursement in accordance with the VILLAGE'S Higher Education and Assistance Program as provided in Section 11.02 of the VILLAGE'S Personnel Rules and Regulations.
  
2. Education or degree seeking courses, classes, or programs shall be eligible for tuition reimbursement even if such courses, classes, or programs do not cost at least \$1,200.

**ARTICLE 24**  
**TEMPORARY APPOINTMENTS**

1. An employee who is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds, for a full shift shall be paid five percent (5%) above the individual's present base rate for that position while so engaged. In the event an employee is required to temporarily accept responsibility and carry out the duties of a rank which is more than one rank higher than that which he or she normally holds, the employee shall receive five percent (5%) for each rank above his or her normal rank, e.g., a Firefighter/Paramedic temporarily assigned to work as Fire Captain shall receive ten percent (10%).
2. If a Captain or driver is called in for overtime because of vacancies on that shift they will automatically fill in for an absent Captain and/or driver before going to the stepping up process.
3. An employee assigned to a rank which carries a rate of pay higher than the permanent rate of the assignee shall in the event of injury, illness, or death incurred while in the performance of service be compensated at the level of payment for that rank, and all benefits accrued thereof.
4. Should the Fire Captain be absent for any reason the Driver Engineer shall step up to Captain. A temporary driver engineer selection shall then first be made from among those employees on the current promotional eligibility list for driver engineer. In the event there is no employee currently on the driver engineer eligibility list, selection will be made from among those employees who qualify for participation in the promotional process for driver engineer. In the event there remains no employee eligible for the temporary upgrade, selection shall be made from among all employees deemed qualified by the Village for the temporary upgrade. Should the Fire Captain and Driver Engineer both be absent for any reason a temporary fire Captain shall first be selected among those employees on the current fire Captain promotional list. In the event there is no employee currently on the fire Captain eligibility list, selection will be made from among those employees who qualify for participation in the promotional process for fire Captain. In the event there remains no employee eligible for the temporary upgrade, selection shall be made from among all employees deemed qualified by the Village for the temporary upgrade. This process would then be repeated to select a temporary driver engineer using the driver engineer promotional list. The eligibility lists will be maintained by the Fire Chief and updated on a bi-annual basis. Temporary appointments shall be filled with employees scheduled to work the affected shift and shall not incur overtime pay. If, however, overtime is required to fill out the shift, and the person accepting the overtime holds the rank of Fire Captain or Driver Engineer they would then automatically fill that position, negating the above process.

**ARTICLE 25**  
**MEDICAL EXAMINATIONS**

1. Medical examinations shall be voluntary, except post-job offer medical evaluations for the job classification. In those situations where the VILLAGE requires a medical examination, the entire costs shall be borne by the VILLAGE. The VILLAGE agrees to provide those vaccinations and examinations required by Section 112.18 and Section 112.181, Florida Statutes.
  
2. The foregoing shall not be construed to prohibit the VILLAGE from ordering an employee to undergo an examination to determine fitness for duty when the VILLAGE has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Fire Chief, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
  - A. Abnormal conduct or erratic behavior while at work;
  - B. A significant deterioration in work performance; or
  - C. Excessive use of sick time.
  
3. Presumption: The VILLAGE agrees that any condition or impairment of health of any employee caused by tuberculosis, heart disease, hypertension, hepatitis, or meningococcal meningitis resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary is shown by competent evidence.
  
4. The VILLAGE shall provide employees with testing after exposures to certain biological hazards while on duty. The testing shall be conducted in accordance with accepted medical practices and shall be designed to detect the presence of the biological hazard for which the test is conducted. The VILLAGE will provide testing to employees upon exposure to any of the following hazards:
  - A. Hepatitis A, B, or C
  - B. Measles
  - C. Polio
  - D. Varicella
  - E. HIV/AIDS
  - F. Heavy Metals
  - G. Tuberculosis
  
5. The VILLAGE will also provide flu shots annually for all employees.

**ARTICLE 26**  
**UNIFORM AND CLOTHING ALLOWANCE**

1. A sixty (\$60.00) dollar monthly allowance shall be paid to all members of the bargaining unit for the repair and cleaning of clothing used in the performance of duty.
2. Uniforms damaged beyond repair in the line of duty shall be replaced by the VILLAGE at no cost to the employee.
3. Costs for repair or replacement of watches or eyeglasses damaged or destroyed while in the course of duty will be paid by the VILLAGE at a cost not to exceed one hundred (\$100.00) dollars per item.
4. A shoe allowance of up to one hundred-five (\$125.00) dollars per year shall be paid to all bargaining unit members during the first pay period in October.
5. The Village shall supply Department personnel with the following uniforms and equipment upon initial employment with the Village:
  - 1 - Class A uniform badge
  - 1 - Set of station keys (SM and ED key)
  - 1 - Department ID
  - 1 - Station swipe card
  - 1 - Class A dress shirt with specialty patches and department patch
  - 1 - Class A dress tie
  - 1 - Class A dress pants
  - 1 - Class A pair of shoes
  - 1 - Class A dress jacket
  - 1 - Class A dress hat
  - 1 - Uniform Job Shirt
  - 3 - Uniform pair of EMS pants
  - 3 - Uniform polo style short sleeve shirts with rank and name on front
  - 1 - Station EMS pants belt
  - 1 - Ball cap with name on back
  - 1 - Lightweight waterproof shell winter/windbreaker jacket with reflective tape
  - 1 - Set of rain gear
  - 2 - Pair of station gym shorts
  - 3 - Station short sleeve t-shirts
  - 2 - Station long sleeve t-shirts
  - 1 - Long sleeve sweat shirt
6. Replacements may be acquired on an as-needed basis through an employee's Captain each fiscal year. Annual boot allowance will continue to be issued in October of each year consistent with Section 4 above.

**ARTICLE 27**  
**VEHICLES AND EQUIPMENT**

1. Vehicle Maintenance. Each employee assigned to a Village vehicle shall keep the vehicle free from litter and return the vehicle at the end of his/her shift in the same condition as when he/she received it, subject only to mechanical defects or damage, or soiling of the vehicle not caused by the employee. It shall be the vehicle operator's responsibility to report all damage, mechanical problems or operational problems detected, or which could be detected with reasonable diligence. If the employee believes the vehicle he/she is assigned is unsafe, it shall be reported to the Captain. If the Captain agrees that the vehicle is unsafe, it shall not be placed in service until it is made safe. Fire vehicles will be washed and sanitized as necessary.
  
2. Use of Private Automobile. In the event an employee (if authorized and directed in advance) uses his/her own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the rate established by the VILLAGE for all Village employees.
  
3. Portable Radios. Employees will be provided with two-way portable radios while on shift.

**ARTICLE 28**  
**PERSONNEL FILES - COMPLAINTS**

1. The VILLAGE agrees that no disciplinary action shall be taken against a bargaining unit member without due process. Anonymous complaints may trigger an investigation, but an anonymous complaint alone may not be the basis of disciplinary action.
2. No employee will be required to write a report to the Fire Chief or any other supervisory officer on any complaint by a person or persons in or outside the Department against said employee unless and until the complainant(s) submit(s) said complaint in writing and signs same.
3. Prior to any report in writing being submitted, the subject employee shall be furnished a copy of the signed complaint. Any form of documented disciplinary action shall be signed by the employee, which signature shall indicate that the employee has received a copy of the form but shall not indicate that the employee agrees with the discipline. If an employee refuses to sign, the document shall be notated to reflect the refusal. The employee shall receive a copy of the documented disciplinary action.
4. If a complaint is brought and the employee is adjudicated as being unfounded, then the complaint and the charge shall be plainly and clearly marked as unfounded in all the personnel folders of the subject employee.

**ARTICLE 29**  
**PROCEDURAL RIGHTS**

Any employee under investigation and subject to interrogation by the Village or an outside agency subject to the direction and control of the VILLAGE which may result in disciplinary action, demotion, dismissal and/or criminal charges being filed; then, under such circumstances, the interrogation shall be conducted as follows:

- A. Interrogations will normally be conducted during the employee's scheduled duty time, unless immediate action is imperative.
- B. Interrogation will be conducted at Fire Rescue Department headquarters.
- C. The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under the interrogation shall be asked by and through one (1) interrogator at any one (1) time.
- D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and he/she shall be informed of the names of all complainants.
- E. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The employee under interrogation shall not be subject to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
- G. The formal interrogation of the employee, including all recess periods, shall be recorded and there shall be no unrecorded questions or statement.
- H. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogations, he/she shall be completely informed of all of his/her rights prior to the commencement of the interrogation.
- I. At the request of any employee under investigation, he/she shall have the right to be represented by counsel or any other representative of his/her choice who shall be present at all times during such interrogation wherever the interrogation relates to the employee's continued fitness for service.

J. Representation on complaint review boards: A Complaint review board shall be composed of three (3) members: one (1) member selected by the Fire Chief; one (1) member selected by the aggrieved employee; and the third (3<sup>rd</sup>) member selected by the other two (2) members. The board members shall be employees selected from any state, county, or municipal agency within the county.

K. Civil suits brought by employees: Every employee shall have the right to bring civil suit against any person, group of persons, organization or corporation or the heads of such organizations or corporations for damages, either pecuniary or otherwise, suffered during the performance of the employee's official duties or for abridgement of the employee's civil rights arising out of the employee's performance of official duties.

L. Notice of disciplinary action: No dismissal, demotion, transfer, reassignment, or other personnel action which might result in the loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any employee, unless such reason or reasons therefore are communicated to the employee in writing prior to the effective date of such action.

M. Retaliation for exercising rights: No employee shall be discharged, disciplined, demoted, or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to his/her employment or be threatened with any such treatment by reason of his/her exercise of the rights granted by this act.

N. A copy of the complaint, whether recorded in writing or by other means, will be given to the employee at least two (2) hours prior to interrogation unless waived by the Fire Chief or his/her designee and the employee. Written complaints must be signed by the party or parties alleging a violation.

O. An employee under investigation cannot be compelled to submit to a polygraph test or any other "truth measuring" device.

## ARTICLE 30

### WAGES

1. Employee compensation adjustments will be based on an employee's performance evaluation.
2. The pay ranges for bargaining unit positions as of October 1, 2018, is as follows:

| Title                        | Grade | Annual Minimum | Annual Maximum |
|------------------------------|-------|----------------|----------------|
| Firefighter/Paramedic        | 202   | \$53,464.56    | \$85,543.30    |
| Driver Engineer/EMT          | 203   | \$54,399.66    | \$87,039.45    |
| Driver<br>Engineer/Paramedic | 204   | \$57,970.06    | \$92,752.09    |
| Captain <sup>1</sup>         | 206   | \$68,309.48    | \$109,295.17   |

Effective October 1, 2018, the base salary of each employee shall be increased by five percent (5%). Effective October 1, 2019, and October 1, 2020, the base salary of each employee and the Annual Maximum for each bargaining unit position shall be increased by three percent (3%) and the Annual Minimum adjusted so that the Annual Maximum continues to be sixty percent (60%) greater than the Annual Minimum. The increases to the Annual Minimum and Annual Maximum for each bargaining unit position for October 1, 2018, are reflected in the table above. Newly hired employees shall be hired at the Annual Minimum in place as of their date of hire.

3. Performance evaluations cannot be grieved as they represent the exercise of managerial discretion. If an employee believes their evaluation was the result of discriminatory or personal bias on the part of their supervisor, the employee may request review by the Human Resource Director. If evidence of bias is found, the Human Resource Director in consultation with the Village Manager may adjust the evaluation score.

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<sup>1</sup> The change from Fire Rescue Lieutenant to Captain is a name change only. The Union will petition the PERC to clarify the unit after ratification of this Agreement. There is no wage increase specifically associated with this name change.

4. Employees shall receive annually, during the term of this Agreement, a pay increase based on the Village's pay for performance plan ranging from 1.5%-4.0% in Fiscal Year 2019 and ranging from 2.5%-5.0% in Fiscal Years 2020 and 2021. Performance adjustments shall be effective with the first payroll period beginning on or after April 1 of each year. Employees hired by the Village within a ninety (90) day window prior to April 1 shall not receive their first performance adjustment until April 1 of the following year.
5. For the term of this Agreement merit increases can range from 2.5%-5% of salary, based upon documented and demonstrated workplace performance as recommended by the employee's Supervisor and the Fire Chief. All recommendations for merit increases shall be submitted to the Village Manager (or Human Resources Department) for review, consideration and written approval by the Village Manager or designee prior to discussion with or delivery to the employee.
6. Employees who are at the maximum or exceed the maximum pay for their classification will not be eligible for a merit increase but shall receive a lump sum performance bonus for the portion of the merit increase exceeding the maximum pay for their classification if their evaluation is "Successful Level I" or above.
7. Not all employees will receive a merit increase. A merit increase is contingent upon receipt of a "successful level I" or higher performance evaluation. A bargaining unit member who receives a performance evaluation rating of "Below Standards" or "Development Required" shall have a counseling session with supervisory personnel and be provided with performance improvement goals. A member shall not receive an increase to base salary until performance reaches a "Successful Level I" rating. The member will be re-evaluated ninety (90) days following the counseling session. If a performance rating of "Successful Level I" or better is received, the member will then receive the performance based increase the member should have received in the first payroll period beginning on or after April 1 of that year, effective the date of the successful evaluation. If after 90 days the member still has not received a performance rating of "Successful Level I" or better, the member will have an additional counseling session with supervisory personnel and will be provided with an additional set of performance goals. The member will then again be evaluated ninety (90) days following this additional counseling session. If the member then receives a rating of "Successful Level I" or better, his or her personnel file will be so noted but he or she will not receive a performance based increase at that time. If after this second 90 day period the member still has not received a performance rating of "Successful Level I" or better, the member is subject to a non-disciplinary non-appealable performance based termination of employment.

8. Employees assigned by the Fire Chief or his/her designee to serve as an EMS Field Training Officer will receive assignment pay of five percent (5%) above their base hourly rate of pay. One employee per shift shall be designated as the EMS Field Training Officer. When that employee is absent from work, the Fire Chief or his/her designee, shall assign another employee to act as the EMS Field Training Officer for the shift on which the regular EMS Field Training Officer is absent. An EMS Field Training Officer shall provide the services outlined for the position in Department Administrative SOG 3, Company Position Descriptions. The EMS Field Training Officer shall be selected from among those who employees who satisfy the following criteria: has completed at least three (3) years of service with this Department as a protocolled paramedic, has had no disciplinary action against him or her which resulted in a demotion or suspension from employment of twenty four (24) hours or more within the twelve months preceding the announced closing date of selection, and passed the most recent paramedic protocol test with a score of 80% or higher.
9. No member shall receive a base wage increase over the maximum salary (top-out) established in the Village pay plan. Increase over top-out pay shall be paid as lump sum payments and shall not be treated as salary for pension calculation purposes.
10. All employees shall have their regular paychecks electronically deposited biweekly into the employee's choice of banking, savings and loan, or credit union institutions. Employees participating in the direct deposit program will continue to receive from the VILLAGE electronic pay stubs.

**ARTICLE 31**  
**TRAINING**

1. In keeping with the ever increasing requirements to maintain certification and the skills necessary to perform Fire/Rescue functions, it is agreed that any employee who attends training as required by the Department or Village for Fire/Rescue functions will receive pay at a rate of one and one half regular pay if the training time is above and beyond the employee's normal work week. If the employee fails to complete a full work week, pay for firefighter training will be received at regular rate of pay. Fire Inspector re-certification training shall be provided for by the Department.
  
2. The VILLAGE agrees to provide one week's advance notice for any training scheduled for weekends.

**ARTICLE 32**  
**PROBATIONARY EMPLOYEES**

1. All new employees shall be designated as probationary employees and shall remain in probationary status in their classification for one (1) year from their date of graduation from the academy, or one (1) year from their date of employment in the case of an employee hired who is already a certified officer who does not attend the academy.
2. Periods of absence of three (3) shifts or more during probation will extend the probationary period by the amount of the absence or one week, whichever is greater.
3. The probationary period shall be regarded as an intrinsic part of the examination process and shall be used for observing the employee's performance and adaptation to Village employment.
4. It is the obligation of all supervisory Village personnel to periodically review, in writing, the performance of all probationary employees and to recommend removal of personnel with less than an overall satisfactory performance from their position prior to the end of the probationary period. At a minimum, there shall be two (2) written performance evaluations conducted during the probationary period; the first evaluation at six (6) months of employment and the second during the final month of probation.
5. Upon the satisfactory completion of the probationary period the employee shall attain regular status. The Fire Chief shall notify the Village Manager in writing that the employee's status has changed from probationary to regular. A copy of the notification shall be placed in the employee's personnel file.

**ARTICLE 33**  
**CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

1. The VILLAGE and the UNION acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The VILLAGE and the UNION agree that all negotiable items that should or could have been discussed, were discussed; therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
  
2. Therefore, this Agreement contains the entire contract, understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term.

**ARTICLE 34**  
**PROMOTIONS**

1. Employees in the classification of Firefighter/EMT or Driver Engineer/EMT who are or become certified by the state of Florida as a Paramedic and who are or become released/protocolled by the Medical Director to act as a Paramedic shall be promoted from the rank of Firefighter/EMT to the rank of Firefighter/Paramedic or from Driver Engineer/EMT to Driver Engineer/Paramedic.
2. Vacancies in the classifications of Captain and Driver Engineer shall be filled in accordance with the promotional process outlined herein. The promotional process will begin once a position becomes vacant or is expected to be vacated. The promotional announcement, as well as the job description and qualifications for the vacant position, will be posted by the Fire Rescue Administration Office. All qualified persons must submit their intent to be considered for the promotion in writing to the chief's office within the time frame outlined in the announcement.
3. Employees will be given notice, posted on the work location bulletin board(s) and by e-mail, at least ninety (90) days in advance of a target promotional examination date. The testing will commence no sooner than ninety (90) days after and no later than one hundred twenty (120) days after the notice. Source materials from which the examination will be drawn shall be given in writing concurrent with the notice of the promotional exam and shall be in print or otherwise obtainable at the candidates' expense.
4. No employee shall be permitted to apply for a promotional examination after the announced closing date.

Eligibility Criteria

5. Employees who apply for the promotional process must have the prerequisites as of the closing date for the written examination.
6. In order to be eligible to participate in the promotional process, a candidate must not have had any disciplinary action against him or her which resulted in a demotion or suspension from employment of twenty four (24) hours or more within the twelve months preceding the announced closing date.

7. In order to participate in a promotional process for the rank of Captain, an employee must satisfy the following criteria as of the announced closing date:

- i. Five (5) or more complete years of service in this Department.
- ii. Successful completion of FFP 1301 Fire Hydraulics, FFP 1302 Fire Apparatus and Equipment, and certification as Fire Officer I or completion of all classes required to be certified as Fire Officer I. The Fire Chief and the Union President may agree to modify these requirements so long as any such modification is agreed to prior to the announcement of the promotional examination and is clearly indicated in such announcement.
- iii. Current EMT or Paramedic certification.
- iv. Current and valid State of Florida issued Class E drivers license.

8. In order to participate in the promotional process for the rank of Driver Engineer, an employee must satisfy the following criteria as of the announced closing date:

- i. Three (3) or more complete years of service in this Department.
- ii. Successful completion of FFP 1301 Fire Hydraulics, FFP 1302 Fire Apparatus and Equipment, and FFP 2810 Company Officer and Leadership. The Fire Chief and the Union President may agree to modify these requirements so long as any such modification is agreed to prior to the announcement of the promotional examination and is clearly indicated in such announcement.
- iii. Current EMT or Paramedic certification.
- iv. Current and valid State of Florida issued Class E drivers license.

9. The promotional processes for the ranks of Captain and Driver Engineer shall include a written examination and a practical skills assessment. Candidates must pass the written examination with a

score of at least 70% in order to be eligible to participate in the practical skills assessment. Candidates must pass the practical skills assessment with a score of at least 70% in order to be eligible for promotion. Placement on the promotional eligibility list will be based upon the weighted average of a candidate's score on the written examination and the practical skills assessment. The written examination shall constitute 30%, and the practical skills assessment shall constitute 70%, of such weighted average. In the event of a tie in the overall score of two or more candidates, the tied candidates shall be ranked in order of their scores on the practical skills assessment portion of the promotional process. If a tie still exists, the tie shall be broken by seniority.

10. Upon promotion, an employee shall be slotted at the minimum salary in the new classification or 5% above their pre-promotion base rate of pay, whichever is greater.
11. The content of the written examination shall be determined by job task analysis and shall include questions from the source materials identified in the posted announcement. The practical skills assessment shall consist of a pool of five (5) scenarios drawn at random by the candidate. The practical skills assessment shall be graded by three (3) examiners appointed by the VILLAGE who are not employed by the VILLAGE.
12. Promotional lists shall remain in effect for two (2) years from the date the promotional list is established or until there are no names remaining on the promotional list, whichever occurs first.
13. Selection for promotion from the promotional list shall be made by the Fire Chief utilizing a Rule of Three, i.e., the Fire Chief may select from among the then current top three (3) candidates on the promotional list. A candidate may refuse an assignment one (1) time without jeopardizing his/her or her standing on the promotional list. A second refusal will result in removal from the promotional list. Any candidate bypassed for selection in favor of a lower ranking candidate on the promotional list shall be counseled, at the request of the bypassed candidate, as to the reason the candidate was not selected for promotion.

## **ARTICLE 35**

### **DURATION**

1. This Agreement shall be for a three (3) year term Commencing October 1, 2018 and ending September 30, 2021. The parties will commence negotiations for a successor agreement by June 1, 2021.
2. No employee's base pay shall increase beyond September 30, 2021 (except increases resulting from assignment or promotion) unless an increase is provided in a subsequent collective bargaining agreement or other interim Memorandum of Understanding or Addendum which is ratified with the same formalities as this Agreement.

**APPROVAL/SIGNATURE PAGE**

Pursuant to Florida Statute 447.309, the VILLAGE's Chief Executive Officer and the UNION's Bargaining Agent hereby confirm that the foregoing represents the Collective Bargaining Agreement for 2018-2021 reached by the negotiators through collective bargaining.

This Agreement shall not be binding on the Village of North Palm Beach until it has been ratified by the Village Council and by the employees who are members of the bargaining unit.

**THE VILLAGE OF NORTH PALM BEACH**



Andy Lukasik, Village Manager

**PROFESSIONAL FIREFIGHTERS /  
PARAMEDICS OF PALM BEACH  
COUNTY, LOCAL 2928, IAFF, INC.**



Scott Bielecky, President



Anthony Giarrusso  
District Vice President 12

Ratified by the Village Council of Village of North Palm Beach on the 17<sup>th</sup> day of July, 2019.

Ratified by employees in the bargaining unit on the 10<sup>th</sup> day of July, 2019.