

PROFESSIONAL FIRE FIGHTERS OF  
THE VILLAGES, IAFF LOCAL 4770

And

THE VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT

COLLECTIVE BARGAINING  
AGREEMENT

(Rank and File Bargaining Unit)  
**October 1, 2023 through September 30, 2026**

**Approved by the VCCDD Board of Supervisors**

## **ARTICLE 1: PREAMBLE**

This Agreement is entered into by and between The Village Center Community Development District, hereafter referred to as the “District,” “Department,” and/or “District/Department” and the Professional Fire Fighters of The Villages, IAFF, Local 4770, hereafter referred to as the “Union.”

## **ARTICLE 2: RECOGNITION**

1. The District recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 1774. Currently included in the bargaining unit are all regular, full-time employees in the classifications: firefighter/EMT, firefighter/paramedic, Driver/Engineer/EMT, and Driver/Engineer/paramedic. Employees in these classifications shall be covered by the terms of this Agreement unless excluded by mutual agreement of the parties, or excluded from the bargaining unit by PERC. All other District employees are excluded from the bargaining unit and shall not be covered by the terms of this Agreement.
2. The Union recognizes that the District Manager and their designees are the collective bargaining representatives for the District. The Union further recognizes its obligation to bargain solely and exclusively with the District Manager and/or their designees.

### **ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY / HARASSMENT**

The current District policies, referenced in the Village Center Community Development District Employee Manual, and amendments thereto, regarding equal employment opportunity and harassment shall remain in effect for the term of this Agreement.

All references in this Agreement to employees of the male or female gender are used for convenience only and shall be construed to include both male and female.

#### **ARTICLE 4: DUES DEDUCTIONS**

1. Any member of the Union who has submitted a properly executed dues deduction card or statement to the District in accordance with a format prescribed or approved by the District, may, by request in writing, have their membership dues and/or initiation fees in the Union deducted from their wages each paycheck. The District shall commence the deduction of dues within forty-five (45) days of the receipt of the request. The District shall forward dues and initiation fees so deducted from each employee's salary to the Union within sixty (60) calendar days after the receipt of the dues deduction authorization by the District. The District shall have neither responsibility for nor liability for any monies once sent to the Union, nor shall the District have any responsibility of liability for the improper deduction or non-deduction or refusing such deduction. The Union shall indemnify the District and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of any action taken or not taken by the District to comply or attempt to comply with the provisions of this article.
2. Dues deductions shall be made in accordance with the provisions as established by the Bargaining Unit. Any change in the amount to be deducted bi-weekly must be submitted in writing by the Union thirty (30) days in advance of said change.
3. Once an authorization for deduction is submitted to the District, the District shall continue said deduction, as per the terms of this article, until the Union submits a duly signed authorization to either change the deduction (as per 4.2) or terminate said deduction. In the event that the Union submits signed authorization for termination of dues deduction, such termination will occur within thirty (30) days of submission.
4. The aforementioned "authorization" forms (allowing for dues and initiation fee deduction or early termination of said authorization) noted in the provisions above shall be mutually agreed upon documents, duly approved by the Union President and the Director of Public Safety (Fire Chief) prior to its distribution and use.

## **ARTICLE 5: MANAGEMENT RIGHTS**

It is the right of the District to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the District to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Moreover, it is the right of the District to exercise the management rights as determined by the Florida Public Employee Relations Commission and the courts of competent jurisdiction. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

## ARTICLE 6: UNION BUSINESS

1. It is the District's position that bargaining unit employees shall be paid by the District only when they perform assigned fire and rescue duties and/or work directed by the District. To the extent that these employees wish to perform Union duties (such as negotiations, attend Union conventions, etc.) during their normal work schedules, they may utilize, annual leave (vacation), Union Time Pool, holiday leave, or shift swaps.
2. It is understood that, from time to time, bargaining unit members (including union representatives) may be involved in either disciplinary or grievance proceedings. When such is the case, the District will make every effort to accommodate bargaining unit members and union representatives who are so involved by scheduling such disciplinary and/or grievance meetings or hearings during participants' regular working hours.
3. The Union desires to establish the ability for bargaining unit members to voluntarily donate vacation hours from their balances to be used only by the Union President or their designees to offset the use of their own paid time off for the purpose of conducting union-related activities (such as negotiations, grievance processing, attending Union conventions, etc.).
  - A. When time is required for the above-mentioned purposes, the Union shall solicit their membership for donations of vacation time to be utilized as outlined above. The Union President or their designee shall submit to the Fire Chief or their designee the required form specifying the number of hours donated by each bargaining unit member at least one (1) pay period prior to use so that adjustments of time can be made to balances for both donors and recipients.
  - B. The Union agrees to indemnify and hold harmless The District, its agents, employees and officials from and against any claims, demands, damages or causes of action of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any annual leave deduction undertaken under this Article, and agrees to defend at its sole expense any such claims against The District or its agents, employees or officials. The term officials as used herein include elected or appointed officials.

## **ARTICLE 7: SEVERABILITY**

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event that any provision of this Agreement is lawfully declared invalid, the District and the Union shall meet as soon as practicable to negotiate a replacement provision.

## **ARTICLE 8: DISCIPLINE**

The District may discipline any bargaining unit employee with proper cause for any reason that does not violate VPSD policies and procedures or the VCCD Employee Manual. Bargaining unit employees shall be “at-will” during their new-hire probationary period. With regard to damage to Department/District property (including apparatus), if, after a formal investigation, it is determined that the employee is responsible for said damage, it is understood that the employee may face discipline that is appropriate to the severity of the incident up to and including termination.

## **ARTICLE 9: WORK STOPPAGES**

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residences of public officials, or other job actions or refusal to perform assigned work authorized by this Agreement in furtherance of the aforementioned (strikes, lockouts, etc.) by the employees covered under this Agreement.
2. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the District/Department.
3. The Union recognizes that the District/Department and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the community's citizens and that, therefore, any violation of this article would give rise to irreparable damage to the District/Department and the public at large.

## ARTICLE 10: GRIEVANCE PROCEDURE

1. A grievance is defined as a dispute regarding the interpretation or application of this Agreement. A grievance may be filed on the approved grievance form (Appendix A) by any bargaining unit employee or group of employees, or the Union. No grievance need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed or advanced within the time limits prescribed herein.

2. Grievances will be processed in the following manner:

Step One: An aggrieved bargaining unit employee or group of employees, or the Union shall present in writing the grievance to the Deputy Chief of Administration within ten (10) business days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance form, which shall be the standard form used throughout the grievance procedure. The grievance shall be signed by the aggrieved employee and shall state: (a) the date of the alleged event(s) which gave rise to the grievance; (b) the specific article or articles and paragraphs of this agreement allegedly violated; (c) a statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief of Administration shall, within ten (10) business days after receipt of the grievance, render their decision on the grievance in writing. Nothing in this paragraph shall be construed to prohibit a bargaining unit member from informally discussing a problem with a Lieutenant before presenting a written grievance.

Step Two: If the grievant is not satisfied with the Deputy Chief's of Administration answer at Step One, the grievant will so indicate in writing delivered to the office of the Chief not later than ten (10) business days after the day on which the grievant received the Deputy Chief's of Administration answer from Step One. The Chief (or their designee) shall, within ten (10) business days after receipt of the grievant's written rejection of the Step One answer, render their decision on the grievance in writing.

Step Three: If the grievant is not satisfied with the Chief's answer at Step Two, the grievant will so indicate in writing delivered to the office of the District Manager not later than ten (10) business days after the day on which the grievant received the Chief's answer from Step Two. The District Manager (or their designee) shall, within ten (10) business days after receipt of the grievant's written rejection of the Step Two answer, render their decision on the grievance in writing.

Step Four: If the Union is not satisfied with the District Manager's answer at Step Three, the Union may request final and binding disposition by an impartial neutral, mutually selected by the parties from an FMCS panel of seven (7) arbitrators with residences in Florida. Such request must be made in writing delivered to the office of the District Manager not later than ten (10) business days after the day on which the grievant received the District Manager's answer from Step Three. The neutral shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement. The neutral shall not have the authority to determine any issues that were not presented in the prior steps. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be split by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the cost of preparing and presenting its own case, including the fees and expenses of attorneys and witnesses.

## ARTICLE 11: BULLETIN BOARDS

1. The District shall furnish the Union with space, minimum of three feet by three feet (3'x3'), for a bulletin board at each fire station to be placed in locations designated by the Fire Chief, or their designee that are within plain view and accessible to all bargaining unit members and/or potential members. The Union may use this space to install (at the Union's expense) an electronic bulletin board / monitor in lieu of a traditional bulletin board. The Union shall be responsible for providing such bulletin board. In the event the Union implements an electronic bulletin board, the District agrees to grant access to the District WiFi for Union Electronic Bulletin Boards to disseminate Union Business, District Human Resources, and other Union and/or District provided information for bargaining unit members and/or potential members. The District agrees to provide this service at no cost to the Union. TThe Union agrees to comply with all required District security and network policies relevant to this service. Information received from the District for posting on the electronic bulletin board must be agreed to by the Union prior to being posted. The Union shall utilize the bulletin boards only to post the following:
  - A. notice of Union meetings;
  - B. notice of Union elections and Union election results;
  - C. copies of the Union's constitution and by-laws and amendments thereto;
  - D. notice of Union recreational and social affairs;
  - E. notices of dues increases;
  - F. copies of this Agreement;
  - G. names of Union officials (and changes thereto);
  - H. minutes of Union meetings;
  - I. Union newsletters
  - J. District Provided Information (with concurrence from the Union)
2. All material to be posted on the bulletin board shall be submitted to the Fire Chief or their designee for review simultaneous with posting. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the District, the Fire Department, or any of their elected or appointed officials or employees. The Union agrees to police the posting of materials on the bulletin boards. If the Union cannot, or does not properly police the bulletin boards, the Fire Chief at their discretion may revoke the Union's bulletin board privileges at the offending station for up to one (a) month per violation.

## ARTICLE 12: EMPLOYEE TESTING / PHYSICAL EXAMINATIONS

1. Bargaining unit employees will be subject to drug testing utilizing the procedures set forth in the District's Drug Free Workplace Policy, as may be amended through the collective bargaining process. However, only the driver who was in control of the District vehicle at the time of the accident will be subject to post-vehicle accident testing unless reasonable suspicion separate and apart from the vehicle being in an accident exists for testing the vehicle's other occupants. Testing will be in accordance with, and subject to, the substances tested and the cutoff levels set forth in the applicable state and federal regulations and administrative code provisions. Random drug testing may be utilized unless prohibited by applicable state or federal law, rule or regulation. Bargaining unit employees may be subjected to drug testing as part of any annual periodic physical.
- 2A. Bargaining unit employees will be required to undergo an annual physical examination to confirm continued fitness for duty in performing their required job duties. The required physical examination will be conducted by a health care provider &/or testing group selected by the District, and will be in compliance with NFPA 1582. The cost of this annual physical examination will be paid for by the District. If the annual physical results in any required course of action or health care to bring the employee to a fit for duty status, all related costs of bringing the employee to a "fit for duty" status will be the responsibility of the employee. Only the cost of the physical examinations required by the VPSD (or any additional tests or procedures required by the examining physician) will be paid for by the VPSD.
- B. It is agreed and understood that the District shall not be provided any specific results of the annual physical exams. Instead, the District will only be provided a "fit-for duty" or "not fit for duty" certification by the vendor or medical provider.
- C. An employee who fails to pass an annual physical examination will not be retained as an employee of the VPSD unless acceptable corrective measures are taken in a manner that is determined by the District-approved physician.
- D. An employee shall achieve and maintain a state of personal physical condition that allows him to perform all required job duties for their position.
- E. If the VPSD has an objective reason to believe that an employee is not able to perform all aspects of their job because of a reason related to their personal physical or psychological condition, the VPSD may order an employee to be examined by a physician.
- F. In the event that the VPSD receives a written recommendation from a District-approved health care provider &/or testing group for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the physician, subject to the approval of the Chief or their designee.

- G. In the event an employee disagrees with the material recommendation of the physician employed by the VPSD, the employee reserves the right to select their own physician for examination at the employee's expense. If the two physicians disagree, the VPSD and the employee shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the VPSD, and the employee. One half of the expense of the third physician shall be borne by the VPSD with the second half to be paid by the employee.
- H. If the VPSD determines that an employee is permanently unable to execute the regular duties of their job classification, the District will make every effort to find another full-time position within the District for said employee. The District shall not be obligated, however, to so employ the individual, or if employed in another position, to provide the same pay and benefits. An employee who the VPSD determines is medically unfit for duty within their job classification and for whom another position is not offered may be terminated.
- I. Dual certified Bargaining unit employees shall be required to abide by SOP #100.019 in regards to the annual fit for duty testing and any changes as may be amended through the collective bargaining process.

### ARTICLE 13: TRANSFERS

1. Employees shall be transferred from station to station, shift to shift, and/or assignment to assignment as deemed to be in the best interest of the District and/or Department by the Fire Chief or their designee. The Fire Chief, or their designee, may consider the employee's home location in making station assignments. Employees will receive written notification of their transfer a minimum of fourteen (14) calendar days prior to such station/shift change taking effect.
2. Employees may make requests for transfers at any time. A transfer shall be submitted in writing to their immediate supervisor. All transfers shall be taken into consideration and the Fire Chief will attempt to accommodate the requesting employee so long as it does not cause an adverse impact upon the operations of the Department or is denied for other legitimate reasons.
3. When a vacancy occurs in a shift or station, the Department will provide notice of the vacancy to the bargaining unit employees through an email, a Position Available Notice via electronic communication program and/or posting in the fire stations. The Fire Chief or their designee will make the final decision on filling the vacancy and will notify the employee 14 days prior to the assignment's effective date. The employee may waive the 14-day notice. The Fire Chief or their designee will attempt to accommodate the requesting employee so long as it does not cause an adverse impact upon the operations of the Department or is denied for other legitimate reasons. If two or more employees apply to fill the same vacancy, the most senior employee (based on most recent date of hire in a Department position) shall be awarded the vacancy employee so long as it does not cause an adverse impact upon the operations of the Department or is denied for other legitimate reasons. If no employees apply to fill the vacancy, or if all applications are denied due to an adverse impact upon the operations of the Department or for other legitimate reasons, the vacancy will be filled by the least senior employee qualified to fill the position.
  - a. If a vacancy occurs due to the filling of the first vacancy then a second round of bids shall occur. No further bidding for positions need occur after the two rounds.
  - b. If a vacancy shall occur due to discipline or remediation, then any moves associated with this shall be temporary in nature if the situation allows. The District agrees to discuss any such moves temporary or otherwise with Union leadership.
4. Probationary Employees shall not be eligible to apply to fill a shift or station vacancy until they complete their probationary period.
5. In reference to Article 13 seniority is defined as time in grade (date of last promotion).

#### **ARTICLE 14: INSURANCE**

The District will provide insurance benefits for bargaining unit members in the same manner, including benefit levels and contributions, as for all other full-time District employees. The District shall provide bargaining unit members with additional insurance as required by law.

## Article 15: Wages

1. A payroll period represents the period where an employee earns wages, and ends a week before the pay date, whereas a pay date is when earnings are paid to the employee via direct deposit or paper check. The District utilizes a bi-weekly pay schedule.
2. For purposes of this agreement, approved annual wage increases will be paid on the first October pay date if 7 or more days of the pay period are in October. Approved annual wage increases will be paid on the second October pay date if 6 or less days of the pay period are in October.
3. The wage rates for bargaining unit employees for each of the two years of this agreement shall be as follows:

1. Effective the second pay date in Fiscal Year 2024-2025, there shall be a salary adjustment to all starting and maximum salaries for bargaining unit positions, as reflected below.

Rank	Starting Rate	Maximum Rate
FF/EMT	\$16.15/Hr	\$29.08/Hr
FF/PM	\$20.77/Hr	\$37.39/Hr
D/E EMT	\$17.12/Hr	\$30.82/Hr
D/E PM	\$21.74/Hr	\$39.14/Hr
Single Cert EMT/EMS	\$18.95/Hr	\$34.12/Hr
Single Cert PM	\$24.39/Hr	\$43.91/Hr
Single Cert PM/FF Trainee	\$16.77/Hr	\$30.18/Hr

2. Bargaining unit members who achieve a "fully competent" or higher rating on their most recent performance evaluation, conducted within the preceding 12 months, will be eligible for a 7.69% salary adjustment to their current hourly rate, effective the second pay date in Fiscal Year 2024-2025.
3. Bargaining unit members who have completed at least 80 hours of approved off-duty elective courses shall receive an additional 2% salary adjustment to their current hourly rate effective the second pay date in Fiscal Year 2024-2025. This may include courses completed over the previous 24-month period; however, no course may be counted twice to meet the

annual 80-hour requirement. This is based on the requirements below, and may be a combination of:

1. Firefighting courses that are designated and consistent with Florida State Fire College course number prefixes FSFC, NFA, FFP, FES, ATCP, and BFST. Classes that do not have an approved prefix can still be submitted but will be handled on a case-by-case basis. The union retains the right to negotiate on behalf of any bargaining unit member whose courses are not approved by management under the case-by-case provision.
2. EMS courses that award continuing education units/hours and are approved by organizations like the National Registry of Emergency Medical Technicians (NREMT), the American Heart Association (AHA), or other nationally or regionally recognized organizations. The union retains the right to negotiate on behalf of any bargaining unit member whose courses are not approved by management under the case-by-case provision.

AND/OR

3. Higher Education: Completing at least 6 credit hours from an accredited college or university in any subject area. Each credit hour equates to 13.33 hours of training, fulfilling the 80-hour minimum requirement.
4. Effective the second pay date in Fiscal Year 2025-2026 there shall be a salary adjustment to all starting and maximum salaries for bargaining unit positions, as reflected below:

<u>RANK</u>	Starting Rate	Maximum Rate
FF/EMT	\$17.31/Hr	\$31.15/Hr
FF/PM	\$22.26/Hr	\$40.06/Hr
D/E EMT	\$18.35/Hr	\$33.02/Hr
D/E PM	\$23.30/Hr	\$41.93/Hr
Single Cert EMT/EMS	\$20.31/Hr	\$36.55/Hr
Single Cert PM	\$26.13/Hr	\$47.04/Hr

Single Cert PM/FF Trainee	\$17.96/Hr	\$32.34/Hr
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5. Bargaining unit members who achieve a "fully competent" or higher rating on their most recent performance evaluation, conducted within the preceding 12 months, will be eligible for a 7.14% salary adjustment to their current hourly rate, effective the second pay date in Fiscal Year 2025-2026.
  
6. Bargaining unit members who achieve a "fully competent" or higher rating on their most recent performance evaluation within the preceding 12 months and must have completed at least 80 hours of approved off-duty elective courses shall receive an additional 2% salary adjustment to their current hourly rate, effective the second pay date in Fiscal Year 2025-2026. This may include courses completed over the previous 24-month period; however, no course may be counted twice to meet the annual 80-hour requirement. This is based on the requirements below, and may be a combination of:
  1. Firefighting courses that are designated and consistent with Florida State Fire College course number prefixes FSFC, NFA, FFP, FES, ATCP, and BFST. Classes that do not have an approved prefix can still be submitted but will be handled on a case-by-case basis. Firefighting courses must be approved in advance of enrollment by the Division Chief of Fire Training, or Division Chief of Administration; and must be related to career enhancement or progression. The union retains the right to negotiate on behalf of any bargaining unit member whose courses are not approved by management under the case-by-case provision. Courses completed through Target Solutions are not eligible to meet the 80-hour requirement specified in this section.
  
  2. EMS courses that award continuing education units/hours and are approved by organizations like the National Registry of Emergency Medical Technicians (NREMT), the American Heart Association (AHA), or other nationally or regionally recognized organizations. EMS courses must be approved in advance of enrollment by the Division Chief of EMS Training, or Division Chief of Administration; and must be related to career enhancement or progression. The union retains the right to negotiate on behalf of any bargaining unit member whose courses are not approved by management under the case-by-case provision. Courses completed through Target Solutions are not eligible to meet the 80-hour requirement specified in this section.

AND/OR

3. Higher Education: Completing at least 6 credit hours from an accredited college or university in any subject area. Each credit hour equates to 13.33 hours of training, fulfilling the 80-hour minimum requirement.
4. Bargaining unit employees shall receive the following longevity increases added to their base wages effective the second pay date in Fiscal Year(s) 2024-2025 and 2025-2026:

Years of Service	Percent Increase
0 to Less Than 2	0.00%
2 to Less than 5	0.25%
5 to Less than 10	0.50%
10 to Less than 15	0.75%
15 to Less Than 20	1.00%

5. Years of service will be calculated as of September 30th of these fiscal years.
6. In accordance with FLSA, dual-certified bargaining unit members shall be paid one-and-one-half times their regular hourly rate of pay for all hours worked in excess of 106 hours in a 14-day work period. Single-certified bargaining unit members shall be paid one-and-one-half times their regular hourly rate of pay for all hours worked in excess of 40 hours in a 7-day work period.
  - a. Employees shall be paid at time and a half rate (1.5) their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift. Vacation, Holiday, Personal and Sick leave shall not be counted as time worked for purposes of calculating overtime.
  - b. Employees shall be paid time and a half rate (1.5) their regular straight time hourly rate for all hours worked in excess of the regularly scheduled hours per week. Vacation, Holiday, Personal and Sick leave shall not be counted as time worked for purposes of calculating overtime.
  - c. Employees shall be paid time and a half rate (1.5) for all hours worked in excess of the FLSA schedule. The only exception would be Special Event Pay.
  - d. Special Event Pay will be paid at the employee's time and a half rate (1.5) plus ten dollars (\$10) per hour. Example: Employee that makes \$20 per hour would be paid \$40 per hour ( $\$20 \times 1.5 = \$30 + \$10 = \$40$ )
  - e. Each Firefighter/EMT who becomes a Florida certified paramedic shall have his or her salary increased by \$12,500 or to the Firefighter/Paramedic starting rate, whichever is greater. Each

Driver Engineer/EMT who becomes a Florida certified paramedic shall have his/her salary increased by \$12,500 or to the Driver Engineer paramedic starting rate, whichever is greater. Paramedics will receive one-half (\$6,250) of their paramedic wage rate upon obtaining State of Florida Paramedic certification and shall have six (6) months from the start of the provisional program in which to be cleared by the Department Medical Director. Upon clearance from the Medical Director, the employee shall receive the second half (\$6,250) of the Paramedic wage rate retroactive to the date on their State of Florida Paramedic certification.

#### Incentives

- a. Up to thirty-nine (39) qualified bargaining unit employees (rank-and-file and/or Lieutenants/Battalion Chief) shall be provided a Special Operations Technician incentive of seventy-five cents (\$.75) per hour increase to their base pay rate. Qualifications for stipend and selection of bargaining unit employees for the stipend shall be in accordance with a Department SOP. Nothing herein shall prevent the District from increasing the number of employees receiving the Special Operations stipend.
- b. Ladder Drivers (DE2) shall receive one dollar (\$1) per hour stipend paid for all hours worked in this position.
- c. Transport unit stipends:
  - i. Firefighter/Paramedics assigned to duty on an ambulance transport unit in the role of Firefighter/Paramedic shall receive in addition to their regular hourly rates, an additional \$3.00 per hour stipend for any and all hours worked while assigned to the above-stated unit.
  - ii. Firefighter/EMTs assigned to duty on an ambulance transport unit in the role of Firefighter/EMT shall receive in addition to their regular hourly rates, an additional \$2.00 per hour stipend for any and all hours worked while assigned to the above-stated unit.
  - iii. This shall be considered a stipend and not a part of the employee's regular hourly rate. This stipend shall only be paid for hours worked on the above-stated unit.
  - iv. Bargaining unit members who are being precepted shall not receive a transport stipend during their preceptorship.
  - v. In the event that there are two cleared firefighter/paramedics working on the same transport unit, they shall split the stipend \$2.50 and \$2.50 for the time that they are working on the transport unit.

## **ARTICLE 16: PROMOTIONS**

1. Promotional testing shall be conducted in accordance with SOP 100.024 created by administration and the union, as published at the date of ratification of this agreement.
  - a. Any changes to the above-mentioned SOP or promotional testing process must be in consultation with the Union.

## ARTICLE 17: OUTSIDE EMPLOYMENT

1. Bargaining unit employees recognize that employment with the District/Department constitutes their primary employment.
2. Pursuant to all the provisions outlined in the District's Employee Manual and this agreement, bargaining unit employees must notify in writing both the Fire Chief or their designee and the District's Human Resources Director of any outside employment and receive permission therefore from both parties. Such permission must be updated annually. Any outside employment which interferes with or otherwise negatively impacts an employee's effective performance of their District/Department duties (as determined by the Fire Chief) is prohibited and must be immediately discontinued upon direction, in writing, from the Fire Chief.
3. Employees will have at least eight (8) hours downtime between working outside employment and reporting for duty with the District/ Department. Downtime is defined as time in which no work is performed for any employer other than the District/Department. Emergency recall by the District/ Department shall be the only exception to this rule.
4. Employees having outside employment shall notify the Fire Chief or their designee and The District's Human Resources Director of any worker compensation injuries, significant exposures, and event affecting employee health which occurred while working any employment other than for the District/Department. As per the District's Employee Manual, bargaining unit members shall not be able to receive Workers' Compensation or a District paid disability plan when illness, injury, or disability results from such outside employment or other activity.
5. Employees understand that they are still subject to recall by the District/ Department at any time, and that the employee shall make appropriate arrangements by notifying their outside employer that they are subject to emergency recall at any time.
6. Bargaining unit members unable to report for duty upon recall (within a reasonable period of time not to exceed two hours unless excused by the Fire Chief or their designee. The Chief or their designee will use due reason and consideration when granting such excuse.) When such inability to report is due to outside work, shall be subject to immediate discipline and may include (but not be limited to) suspension from duty for a time period to be determined by the Fire Chief.

## ARTICLE 18: SCOPE OF DUTIES

1. Bargaining unit members shall be responsible for performing any and all job duties pertaining to the mission, function, operation, and/or maintenance of the Villages Public Safety Department. Bargaining unit members shall comply in a timely manner with all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this agreement, unless such order clearly places the employee's life in unnecessary danger.
2. The term "superior" is defined as: A lieutenant (including an "acting" or "ride-up" lieutenant), captain, battalion chief (including an "acting" or "ride-up battalion chief), assistant chief, division chief, deputy chief, or chief.
3. The term "maintenance" is defined as (but is not specifically limited to):
  - a. routine cleaning of apparatus and facilities on a daily basis
  - b. assisting with minor repairs and maintenance of equipment as directed

## ARTICLE 19: EQUIPMENT

1. The District shall determine the type and number of equipment and apparatus to be used in the provision of fire and rescue services in order to ensure they comply with the NFPA and SOP #100.008 as may be amended through the collective bargaining process.
2. Each department member will receive a four hundred dollar (\$400.00) annual uniform allowance to be used for purchase of additional uniform items from an approved list included in the Department policy manual. The department uniform will be as per Department policy.
3. It is also understood that if a piece of department attire (i.e. boots, pants, shirt, T-shirt, hat, coat) is damaged while on duty (i.e. at a fire, EMS call, training, cleaning, or other department-required activity) to the point where the piece of attire is no longer serviceable, as determined by ~~the~~ a Deputy Chief, it will be replaced and not charged to the above mentioned \$400 annual allowance.
4. The District shall repair or replace an employee's prescription eyeglasses, contact lenses, watch, hearing aids and insulin pump when all of the following conditions are met:
  - o The item was damaged or lost as the result of the employee's performance of duties
  - o The damage or loss was not the result of the employee's own negligence or failure to use proper protective equipment
  - o The employee reports the damage or loss to their immediate supervisor, within two hours of the end of the current assignment.

When the conditions of this article are met, the District shall reimburse the cost of the replacement of the eligible damaged items. Reimbursement cost shall be determined by a showing of the true replacement cost less any reimbursement of all other health and welfare insurance benefits that would apply. In no event shall the reimbursement from the District exceed \$400.00 annually.

## ARTICLE 20: HOURS OF WORK AND OVERTIME

1. The work schedule for dual-certified (or single-cert members who are actively or waiting to pursue firefighter certification) members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty. The starting time is 0800 hours and the quitting time is 0800 hours. The work schedule for single-cert members of the bargaining unit who are not actively pursuing certification as firefighters shall consist of a 40 hour work week. The days on, days off, starting time, and quitting time shall be determined by the District in consultation with the Union. Actively pursuing shall be defined as the employee being enrolled in or registered for fire school.
2. Pursuant to section 7(K) of the Fair Labor Standards Act (FLSA), the parties have selected a fourteen (14) day work period for FLSA overtime purposes.
3. Overtime distribution shall be based on the following requirements:

Position for position: In the event overtime must be filled it shall be based on the position of vacancy. A driver/engineer position shall be filled by a driver/engineer or appropriately selected ride-up. In like manner, a firefighter/medic's position shall be filled by a firefighter/medic, a paramedic's position shall be filled by a paramedic (if available or a firefighter/medic if no single-cert paramedic is available), and a firefighter/EMTs position shall be filled by a firefighter/EMT. When filling an overtime assignment on a voluntary basis, the employee on overtime must fill the vacant position / assignment unless there is mutual agreement from the regular shift personnel to do otherwise.

Before moving to fill a vacant position via mandatory overtime, qualified employees in the next-highest job classification to the vacant position shall be permitted to volunteer to fill the position. These employees riding down a rank shall not be moved from the position they volunteer to fill in order to fill a position at their actual rank unless agreed to by the employee.

All mandatory overtime shall be paid at one and one-half times the employee's hourly rate of pay.

Employees shall be paid at time and a half rate (1.5) their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift. Vacation, Holiday, Personal and Sick leave shall not be counted as time worked for purposes of calculating overtime.

Employees shall be paid time and a half rate (1.5) their regular straight time hourly rate for all hours worked in excess of the regularly scheduled hours per week. Vacation, Holiday, Personal

and Sick leave shall not be counted as time worked for purposes of calculating overtime.

Employees shall be paid time and a half rate (1.5) for all hours worked in excess of the FLSA schedule. The only exception would be Special Event Pay.

Special Event Pay will be paid at the employee's time and a half rate (1.5) plus ten dollars (\$10) per hour. Example: Employee that makes \$20 per hour would be paid \$40 per hour ( $\$20 \times 1.5 = \$30 + \$10 = \$40$ )

Additionally, mandatory overtime will not be assigned to bargaining unit members until the day prior to the overtime shift (assuming it is not accepted by another qualified bargaining unit member by 2000 hours). Mandatory overtime can only be assigned to employees working the shift before the date the overtime is needed, meaning only A-shift personnel will be ordered to work B-shift mandatory overtime, only B-shift personnel will be ordered to work C-shift mandatory overtime and only C-shift personnel will be ordered to work A-Shift mandatory overtime shifts.

In the event that unforeseen last-minute call outs are necessary, the Department will attempt to fill the spots with voluntary overtime. When there are no volunteers to fill the spots, a mandatory assignment will be required of the next person on the list based on any specific needs.

Bargaining unit members who are attending Paramedic school shall not be assigned mandatory overtime shifts on any dates or time that conflicts with either their clinical or classroom training except in extraordinary circumstances, such as a declared emergency.

4. For the purposes of the computation of overtime compensation the following shall not be deemed hours worked: annual leave, holiday time, sick leave time, or any other time paid but not worked.
5. Employees recalled to duty during their non-scheduled hours for any reason shall be paid a minimum of four (4) hours after returning to work even if released from duty prior to serving four hours.

## ARTICLE 21: LAY-OFF AND RECALL

1. In the event that the District has to make lay-off or recalls, the following procedures shall be utilized:
  - A. Bargaining unit members will be placed on a seniority list according to their job classification: firefighter/EMT, firefighter/paramedic, EMT, paramedic, driver/engineer.
  - B. Seniority will be determined by the starting date for full-time employment with The Villages Public Safety Department.
  - C. In the event that two employees within the same job classification began full-time employment on the same day, seniority will be determined by pre-employment test scores.
  - D. The list shall be followed in reverse order in the event of lay-offs within the VPSD. In other words, the least senior bargaining unit member within the job classification shall be subject to lay-off, should such lay-off become necessary. The District/Department may deviate from the list if such deviation is necessary because of the need for specially qualified personnel.
  
2. In the event that the District has to recall bargaining unit members who have been laid-off, the following recall procedures shall be used:
  - A. Laid-off employees shall be subject to recall in the reverse order of being laid-off. Thus, the last employee to be laid-off shall be the first employee subject to recall, providing that the employee still has the minimum certifications necessary for employment within the job classification. The District may deviate from the list if such deviation is necessary because of the need for specially qualified personnel.
  - B. The District/Department will offer jobs back to any laid-off employee before opening the position(s) to the outside general public. Bargaining unit members who are recalled will have three weeks from the date of recall to resume their duties with the VPSD. Should a bargaining unit member fail to return to duty after recall, he/she shall be presumed to have resigned their position with the VPSD and their name will be permanently removed from the seniority/recall list.
  - C. Any bargaining unit member subject to recall must present all appropriate and necessary certifications required for their position in order to be returned to duty. The employee will be recalled without having to reapply or test for the position.

## **ARTICLE 22: PARAMEDIC REQUIREMENT**

1. The Villages Public Safety Department provides advanced life support emergency medical services. Paramedic/firefighters are essential to that mission, but EMT/firefighters are also an important part of the Department workforce. When employees are initially hired into bargaining unit classifications, if less than 70% of the combined existing employees in the EMT, Paramedic, Firefighter, Driver/Engineer and Lieutenant classifications are Paramedics (who have been released by the Medical Director) then the District reserves the right to require the newly-hired employee to complete Paramedic training (and get released by the Medical Director) within five years of their employment as a condition of their continued employment.
2. Paramedics will receive one half their paramedic wage rate upon obtaining State of Florida Paramedic certification and shall have six (6) months from the start of the provisional program in which to be cleared by the Department Medical Director. Upon clearance from the Medical Director, the employee shall receive the second half of the Paramedic wage rate retroactive to the date on their State of Florida Paramedic certification.
3. A Paramedic who fails to be cleared by the Medical Director after three attempts and/or within six (6) months shall be subject to termination or reclassification to an EMT position if one is available at that time. The Fire Chief or their designee may extend the six (6) month limit, at their discretion, based on extraordinary circumstances.

**ARTICLE 23: RETIREMENT**

1. Beginning October 1, 2023, the District will contribute 20% of each employee’s total salary to the employee’s current 401A retirement plan.
  
2. For each fiscal year of this Agreement, the District will match by way of a 401a contribution the percentage of each bargaining unit employee’s salary that they defer into a District 457(b) plan, capped at 3%. For example, if the employee defers 1% into their 457(b), the District would contribute an additional 1% into their 401a.

<b>Year</b>	<b>District 401a Contribution</b>	<b>Employee 457(b) Deferral</b>	<b>District 401a Match</b>	<b>Total Combined 401a/457(b) Contribution</b>
FY 23-24	20%	3% or more	3% max	26%
FY 24-25	20%	3% or more	3% max	26%
FY 25-26	20%	3% or more	3% max	26%

5. Both the Union and District agree to meet and discuss the details of enacting a Chapter 175 retirement should changes be made to State Legislation or the creation of the 191 Independent Fire District within the current operating area of The Villages Fire Rescue.

## ARTICLE 24: SICK LEAVE

1. Use of Sick leave: It is understood that sick time shall be used exclusively by bargaining unit members for the purposes of:
  - a. Their own personal illness.
  - b. Tending to the health needs of an immediate family member (spouse, child, parent or legal dependent) or
  - c. For the purposes of seeking medical attention, testing, or consultation when such medical attention, testing, or consultation cannot be accommodated during non-work hours.
2. Eligibility: A bargaining unit member may not use/take sick leave with pay during the first 6 months of employment.
3. Accrual of Sick Leave:
  - a. Sick Leave is made available annually at the beginning of each fiscal year. A fiscal year is defined as October 1<sup>st</sup> through September 30<sup>th</sup>
  - b. Each October 1<sup>st</sup> all dual-certified bargaining unit members shall receive 120 hours of sick leave with pay added to their sick leave accounts.
    - Single-certified bargaining unit members shall receive 60 hours of sick leave with pay added to their sick leave accounts.
  - c. At no time shall dual-certified bargaining unit members have a balance of greater than 480 hours of sick leave in their sick leave accounts. At no time shall single-certified bargaining unit members have a balance of greater than 240 hours of sick leave in their sick leave accounts.
4. Carry Over of Unused Sick Time:
  - a. Sick Leave may be carried over from one fiscal year to the next up to a maximum of 360 hours (180 for single-certified), so that any employee may have up to a maximum of 480 hours (240 for single-certified) in their sick leave account at any time in a given year.
  - b. ~~Any unused sick time in excess of 360 hours as of September 30<sup>th</sup> of each year will be lost.~~ Any sick leave hours held by a dual-certified bargaining unit member in excess of 240 (120 for single-certified), but not to exceed 120 (60 for single-certified), may be paid to the employee at their September 30<sup>th</sup> regular

rate of pay and based on their sick leave hour balance of the same date, with payment to be made to the employee in the first pay period of that December. The employee shall have the option to sell back or continue to bank sick leave hours.

## **ARTICLE 25: CHARTER SCHOOL**

1. The District and Union both understand that eligibility for enrollment in The Villages Charter School System falls wholly and totally outside of the purview of either the District or Union. That said, the District will do all that is reasonably in its power to see that the children and/or legal dependents of Villages Public Safety Department bargaining unit employees continue to enjoy eligibility for enrollment in The Villages Charter School System.
2. Similarly, the District will do all in its power to see that the same eligibility is available to the surviving children and/or legal dependents of a VPSD bargaining unit member who dies in the line of duty.

## ARTICLE 26: EDUCATIONAL BENEFITS

The purpose of this article is to

- define the types of educational benefits available to all members,
- what is specifically covered, including paid/unpaid time, and
- the responsibilities for all parties in applying for and receiving such benefits.

### 1. Certified Fire-based courses

#### a. Courses

- Only courses certified through the Florida State Fire College shall qualify for reimbursement.
- Mandated & Non-Mandated courses:

##### 1. Mandated

Those courses mandated by the Department or for any fire-based courses certified through the Florida State Fire College if such courses have been assigned a Florida State Fire College course number (FFP, BFST, ATPC or RN #). The District shall pay all costs associated with mandated courses and shall pay the employee for time spent attending.

##### 2. Non-mandated, fire-based courses

Those not meeting the above-definition will be reimbursed at the same rate as would be charged by Lake Technical Institute (The Bragg), up to the 100% full reimbursement.

#### b. Authorization/Approval

- The coursework must be approved at least 30 calendar days in advance of the course start-date by the Fire Chief or **their** designee.
- Requests for prior approval and partial reimbursement of tuition shall be submitted to the office of the Fire Chief in writing.

#### c. Reimbursement

- Satisfactory completion of the course must be evidenced by a certificate.
- In courses where letter grades are assigned, the bargaining unit member must receive a grade of C or higher. In courses where a Pass/Fail system is used, the bargaining unit member must pass.
- The Department will provide 100% reimbursement for tuition expenses for any courses or training
- The only exclusion to the reimbursement provision above shall be for the Structural Collapse Technician course. 100% tuition reimbursement for that course will only be made when the Department requires attendance.
- Bargaining unit members taking such courses will be reimbursed for purchase of books required for such training upon submission of appropriate receipts. Such books shall be the property of and stored by the Department for use by other bargaining unit members.

## **2. College-degreed Courses**

Bargaining unit members interested in taking college-level courses are encouraged to do so and may receive partial reimbursement for tuition under the District's Tuition Reimbursement program.

## **3. Paramedic Training & Certification**

EMT/firefighters or EMTs who choose to become paramedics may receive financial assistance from the District/Department as follows:

### **Eligibility**

EMT/firefighters or EMTs may not apply for or receive any financial assistance from the District/Department until after they have completed one year of service to the Department as an EMT/firefighter.

Upon acceptance to a State-approved paramedic program, a bargaining unit member may apply for tuition assistance from the department. Any initial cost to apply to a program is the responsibility of the individual bargaining unit member. Upon acceptance to the program the bargaining unit member shall complete any required departmental documentation to seek financial assistance for the program. Upon approval of their financial assistance, the Department will agree to pay tuition and lab fees, not to exceed the maximum charged by Lake Technical Institute.

### **Covered Costs**

The District agrees to pay costs incurred, up to a maximum charged by Lake Technical Institute, by the Full Time Bargaining unit member in obtaining a paramedic certification related to the Bargaining unit member's duties as a Bargaining unit member of the District's Public Safety Department and,

### **Requirements:**

It is expected that any bargaining unit member who successfully completes paramedic training, will receive clearance from the Medical Director (or designee) and function as a paramedic with the Department.

The bargaining unit member agrees to remain in the employ of the Village Community Development District for a period of three (3) years from the day he/she receives clearance from the Medical Director (or designee) as per the following:

### **Responsibility for Reimbursement**

If, at any time during the first three years after receiving clearance by the Medical Director (or designee) to practice as a paramedic, the bargaining unit member is voluntarily or involuntarily terminated, the bargaining unit member will be obligated to reimburse the District as per the repayment schedule below.

In addition, the bargaining unit member will authorize the District to deduct all or a portion of the amount owed to the District from their final paycheck (including base salary, bonuses, vacation pay and/or expense reimbursements), to the extent allowed by law, up to the full amount due the District, and based on the repayment schedule below. Any portion of the repayment amount that remains outstanding after such deduction remains the individual's responsibility and must be repaid to the District within ninety (90) days following termination of employment.

<b>TIME ELAPSED</b> <i>Amount of time between the date the bargaining unit member receives clearance from the Medical Director and the bargaining unit member's termination date</i>	<b>PERCENTAGE OF REPAYMENT</b> <i>Specific to the amount of the Paramedic certification received during the 36 months prior to the bargaining unit members termination date</i>
6 months or less	100 percent
More than 6 months, but less than 12 months	75 percent
More than 12 months, but less than 18 months	50 percent
More than 18 months, but less than 24 months	25 percent

4. Nursing Training & Certification

Bargaining unit members who choose to become nurses may receive financial assistance from the District/Department as follows:

Eligibility

Bargaining unit members may not apply for or receive any financial assistance from the District/Department until after they have completed five years of service to the Department.

Upon acceptance to a State-approved nursing program, a bargaining unit member may apply for tuition assistance from the department. Any initial cost to apply to a program is the responsibility of the individual bargaining unit member. Upon acceptance to the program the bargaining unit member shall complete any required departmental documentation to seek financial assistance for the program. .

Covered Costs

The District agrees to reimburse tuition costs as per the District Employee Manual.

Responsibility for Reimbursement

If, at any time during the first five years after completing the nursing program or if the employee fails to complete the program and become licensed by the State of Florida as an R.N. or the bargaining unit member is voluntarily or involuntarily terminated, the bargaining

unit member will be obligated to reimburse the District the full amount of reimbursement received per the District Employee Manual.

In addition, the bargaining unit member will authorize the District to deduct all or a portion of the amount owed to the District from their final paycheck (including base salary, bonuses, vacation pay and/or expense reimbursements), to the extent allowed by law, up to the full amount due the District. Any portion of the repayment amount that remains outstanding after such deduction remains the individual's responsibility and must be repaid to the District within ninety (90) days following termination of employment.

#### 5. Administrative Leave for Educational Training

Administrative leave, with or without pay, to attend educational events (i.e. department approved training classes) will be authorized as follows:

##### **Directed/mandated attendance by VPSD/ District for Training**

The bargaining unit member will be paid for travel time and the hours in attendance of class. If class falls on regular scheduled shift, the bargaining unit member will return to work. However, the bargaining unit member may elect to use any applicable/available PTO, with prior approval, to take remainder of shift off.

This time is to be entered on the individual's timecard as "Administrative Leave With Pay", and notated as Educational

##### **Voluntary/Elective Attendance for Training**

There are occasions that the bargaining unit member may voluntarily elect to attend training classes that are intended to increase their knowledge, skills and abilities. Such classes include but are not limited to: 40-hour fire classes, Fire Officer Classes, etc.

Voluntary/elective training classes/programs are defined as all other classes/programs not required as mandatory VPSD/District. Attendance/time as such classes/programs will not be paid by the District)

The bargaining unit member may submit approval for class tuition, however will not be paid for hours of attendance in class. The bargaining unit member can use any accrued/available paid time off (i.e., vacation, holiday and personal) or time trade in order to attend class. Any requests for use of accrued/available time off must be in compliance with Department SOPs for time off approval.

## **ARTICLE 27: VACATION LEAVE**

1. All full-time, dual-certified, bargaining unit members shall be provided a paid, annual vacation leave benefit according to the following table:

Completed Years of Service	Annual Leave Hours	Shifts
1 to 3	168	7
4 to 7	192	8
8 to 12	240	10
13 or more	288	12

All full-time, single-certified, bargaining unit members shall be provided a paid, annual vacation leave benefit according to the following table:

Completed Years of Service	Annual Leave Hours	Shifts
1 to 3	84	7
4 to 7	96	8
8 to 12	120	10
13 or more	144	12

2. Bargaining unit employees will additionally be granted 2 personal leave days with pay to be taken between January 1 and December 31 of each calendar year. Personal leave days shall become available for usage after the completion of six months of service.

3. Annual vacation shall become available for usage after the completion of one year of service. Additional annual vacation leave time shall be awarded annually upon the employee's anniversary.

4. Bargaining unit members may carry over no more than the previous year's allotment of annual vacation hours (i.e. an employee completing two (2) years of service can only carry over 168 hours and employees completing five (5) years of service may carry over 192 hours). Personal leave days shall not be carried over.

5. Absence on account of personal or immediate family illness or injury in excess of authorized sick leave may, at the employee's request (based upon availability), be charged to annual vacation or personal leave.

6. Annual vacation and personal leave pay shall be based on the employee's regular hourly rate of earning applicable at the time the annual leave is taken, exclusive of shift or overtime

premiums. Annual vacation and personal leave pay shall not be deemed hours worked for the purposes of the Fair Labor Standards Act.

7. A bargaining unit member may take earned annual vacation and personal leave in increments of at least twelve (12) hours, at the discretion of, and when approved by the employee's battalion chief. The Fire Chief or their designee reserves the right to cancel and/or suspend any and all time off requests including those that have already been approved in a time of events such as but not limited to a state of emergency or crisis. Consideration shall be given to an employee who is not able to return due to geographical location or other such circumstances. These situations shall be discussed by the District and Union prior to any further actions disciplinary or otherwise.

8. Upon separation from employment, the employee shall receive 100% of the value of any accrued, unused annual vacation leave paid at the employee's current hourly rate. Personal leave days shall not be paid out upon separation from employment.

## ARTICLE 28: HOLIDAY TIME

1. All bargaining unit members assigned to a “24-48” shift schedule or 40 hour week schedule shall be required to work on designated holidays for their regularly scheduled shift.
2. Each dual-certified bargaining unit member shall receive a total of 72 hours of holiday leave annually on January 1. Each single-certified bargaining unit member shall receive a total of 36 hours of holiday leave annually on January 1.
3. Holiday leave must be used within the calendar year and may be utilized only in 24-hour blocks for dual-certified, other non-24 hour shift assignments must utilize one full shift of time (i.e. 12 hours for 12 hour schedule, 10 hours for 10 hour schedule). Unused holiday leave may not accrue from one year to another.
4. Holiday leave may be utilized only after satisfactorily completing six (6) months of employment.
5. Holiday leave hours shall not be deemed hours worked for the purpose of the Fair Labor Standards Act.
6. Bargaining unit employees are expected to work on holidays &/or a holiday blackout date that falls on their regular scheduled day. Recognized holidays for this Article are the actual dates for the holidays names below. “Blackout” dates are the dates/days immediately before and after New Years Day, Thanksgiving Day and Christmas Day.  
  
New Year’s Day  
Dr. Martin Luther King Jr. Day  
President’s Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day
7. Bargaining unit employees shall be paid time and one-half their hourly rate for all regularly scheduled hours worked on the above-recognized holidays.
8. Bargaining unit employees shall be paid two times their hourly rate for all overtime hours worked on the above-recognized holidays.

## ARTICLE 29: INCENTIVE HOURS

1. As per this agreement, bargaining unit members may roll-over a certain number of unused sick leave hours at the end of the calendar year.
2. Bargaining unit members who have:
  - not used any sick leave in the fiscal year shall have three (3) additional vacation days added to their following calendar year's annual vacation time, or
  - used only one (1) day of sick leave in the fiscal year shall have two (2) additional vacation days added to the following calendar year's annual vacation time

A prorated amount of additional vacation days will be provided to new employees who have not utilized available sick leave in their first fiscal year.

### **ARTICLE 30: WELLNESS BENEFIT**

1. Bargaining unit employees may use the athletic facilities at any of the VPSD fire stations on a first-come, first-served basis, with such use occurring between the hours of 6:30 AM and 8:00PM.

### **ARTICLE 31: DURATION**

1. This Agreement requires ratification by the rank and file membership of the bargaining unit and approval of the Village Center Community Development District Board of Supervisors. This Agreement shall become effective upon its ratification by the Board of Supervisors or October 1, 2023 whichever is later, and the Agreement shall remain in effect through September 30, 2026.
2. Article 15, Wages, shall be covered by the current MOU lasting until FY 24-25. Future bargaining dates shall be agreed upon by both parties as to wages for FY 24-25 and FY 25-26. In addition, articles 20, 27, and 28 shall also be opened for collective bargaining.

### **ARTICLE 32: TIME TRADES / LEAVE GUIDELINES**

It is understood that shift and station assignments are made by Department management for specific reasons. As a result, repeated shift exchanging or swapping thwarts the reason(s) for such assignment. Therefore, shift exchanges or swapping are available to bargaining unit members under the following conditions:

- a. Swaps between bargaining unit employees shall be limited to employees in the same job classifications and certifications (i.e. FF/PM for FF/PM).
- b. There are no limitations on the number of time trade requests that can be utilized by members of the bargaining unit. Time trades must be returned in three months of the date of the initiating trade. FLSA, FMLA, and administrative leave shall not be counted toward the leave restrictions.
- c. Final approval for time trades can be restricted if a bargaining unit member may miss a specialized training from an outside provider. If this is the case, the bargaining unit member may attempt to time trade with another bargaining unit member so that both parties will have received the necessary training. If they are not able to make their trade within this limitation, then their time trade may be denied.
- d. The intent of this is to provide an option for employees to utilize a time trade without jeopardizing the department's ability to provide specialized training opportunities to its members.
- e. All requests for shift exchange or shift swapping must be submitted at minimum 48 hours prior to the date of the time trade to allow the Battalion Chief to both review/approve the time trade and record it. The Fire Chief or their designee has the ultimate authority to approve or disapprove shift exchanges or swaps. Emergency trades can be considered on a case-by-case basis.
- f. Shift exchanges or shift swaps shall not be permitted where the exchange or swap creates an overtime pay obligation for the Department.
- g. Under no circumstances shall a bargaining unit member pay another bargaining unit member to work on their behalf, whether such pay is cash, property, or services.
- h. Time trades once approved cannot be canceled due to a change or addition in the training schedule.

### **ARTICLE 33: RIDE-UP POSITIONS / PRECEPTORSHIP INCENTIVES**

1. "Ride-up" Driver-Engineer
  - a. The District may create the position of "ride-up" Driver-Engineer with the qualifications for such ride-ups to be in accordance with Department SOPs.
  - b. Upon appointment to the position of "ride-up" Driver-Engineer, the individual so chosen will receive a one-dollar (\$1.00) per hour increase to their hourly base rate for all hours worked in the ride-up position.
  
2. "Ride-up" Lieutenant
  - a. The District may create the position of "ride-up" lieutenant with the qualifications for such ride-ups to be in accordance with Department SOPs.
  - b. Upon appointment to the position of "ride-up" lieutenant, the individual so chosen will receive a one-dollar (\$1.00) per hour increase to their hourly base rate for all hours worked in the ride-up position.
  
3. Paramedic\_Preceptor
  - a. For the purpose of precepting and/or training new paramedics, a list of preceptor candidates will be prepared by Department EMS training staff in consultation with the Chief and/or Deputy Chief.
  - b. The final list of approved preceptors shall be prepared (from the previously enumerated list) by the Medical Director. The Medical Director will have the final say as to how preceptors shall be chosen whether it is through interview, observation, written testing, oral testing, or all of the above.
  - c. Once selected, individuals will remain on the list for a period of one year after which time they may re-apply to serve as a preceptor.
  - d. As compensation for serving as a preceptor, the individual shall receive a one-dollar (\$1.00) per hour increase to their base pay.
  
4. EMT Preceptor
  - a. For the purpose of precepting and/or training new EMTs, a list of preceptor candidates will be prepared by Department EMS training staff in consultation with the Chief and/or Deputy Chief.

- b. The final list of approved preceptors shall be prepared (from the previously enumerated list) by the Medical Director. The Medical Director will have the final say as to how preceptors shall be chosen whether it is through interview, observation, written testing, oral testing, or all of the above.
- c. Once selected, individuals will remain on the list for a period of one year after which time they may re-apply to serve as a preceptor.
- d. As compensation for serving as a preceptor, the individual shall receive a fifty cents (\$0.50) per hour increase to their base pay for hours worked in the position only.

## ARTICLE 34: MINIMUM STAFFING

1. The District and Union mutually understand and agree that protecting the health, safety, and welfare of the staff and community is of primary concern to both parties. To promote this concern, a minimum number of personnel shall be maintained on duty as set forth hereinafter.
2. Minimum staffing shall be governed by SOP #100.010, any changes to stated SOP shall be in consult with The Union.
3. All ladder, engine, or platform (tower) apparatus in service after the ratification of this agreement or placed in service during this Agreement-will be budgeted for four and maintain a minimum staffing level of three (3) (Lieutenant, Driver Engineer and one Firefighter, including acting and ride-ups).
  - A. Due to unforeseen operation needs, a fire apparatus may drop to two personnel for a short time and remain in service. This does not include staffing for special events.
  - B. Non-firefighter certified employees (single-certs) may be used as the 4th person on the suppression unit on a temporary basis while that employee is attending firefighter minimum standards.
  - C.
  - D. All ambulances in service after the ratification of this agreement or placed in service during this agreement will maintain a minimum staffing level of two (2) personnel (Paramedic, EMT)
4. Apparatus staffing levels may be temporarily reduced during times when a vehicle is placed out of service temporarily for maintenance or training and shift personnel may be temporarily reassigned or deployed in other response capacities
5. This Article may be suspended based on circumstances beyond the District's control, such as, state of emergencies, pandemics, etc.

**ARTICLE 35: GROOMING**

1. All bargaining unit members shall comply with the grooming standards set forth in SOP #200.001, agreed to by The District and Union and as may be amended through the collective bargaining process.

**FOR THE DISTRICT:**

**FOR THE UNION:**

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District Manager

President  
IAFF Local 4770

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(Date)

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(Date)

Approved by the Village Center Community Development District Board of Supervisors:

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Chairman

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(Date)

**Appendix A**

**GRIEVANCE FORM**

**Villages Public Safety Department**

**Instruction: Submit the original completed form to the Deputy Chief of Administration. Send one copy each to the Grievance Chairperson (or designee of the Union) and the Office of the Chief. (Please print all information except signatures).**

**Grievant's Name:** \_\_\_\_\_

**Grievant's Position/Rank:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**\*If there is more than one grievant, attach an additional sheet giving the same information for each grievant.**

**1.) The incident out of which this grievance arises is briefly described as follows:**

**2.) The incident took place on (date):** \_\_\_\_\_

**3.) The above-described incident violates the following provision(s) of the Agreement:**

**4.) I request the Department/District to resolve this matter by taking the following action:**

**Grievant's Signature:\_\_\_\_\_**

**\*\*If there is more than one grievant, each should sign on the attached sheet. If this grievance is submitted by the Union, the Grievance Chairperson (or designee) shall sign on behalf of the Union.**

