

**PONCE INLET PROFESSIONAL  
FIREFIGHTERS, LOCAL 4140**

**AND**

**TOWN OF PONCE INLET**

**COLLECTIVE BARGAINING AGREEMENT**

**FY 2024, 2026, 2027**

## **PREAMBLE**

This Agreement is entered into by and between the Town of Ponce Inlet, hereafter referred to as the “Town” and Ponce Inlet Professional Firefighters, Local 4140, hereafter referred to as the “Union.”

## **ARTICLE 1**

### **RECOGNITION**

1. The Town recognizes the Union as the exclusive bargaining agent for all Town employees in the following job classifications:

INCLUDED: All regular, full-time employees of the Town of Ponce Inlet in the following classifications: driver engineer, firefighter/EMT, firefighter/paramedic, and lieutenant.

EXCLUDED: Fire chief, fire marshal, part-time employees, volunteers, and all other employees of the Town of Ponce Inlet.

2. The Union recognizes that the Town Manager and designees are the collective bargaining representatives for the Town. The Union further recognizes its obligation to bargain solely and exclusively with the Town Manager and/or designees, and to refrain from any direct negotiations with the legislative body of the Town (Town Council) or any of its members regarding work-related issues.

## **ARTICLE 2**

### **EMPLOYEE TESTING**

1. Bargaining unit employees will be subject to drug testing utilizing the procedures set forth in the Town's Drug Free Workplace Policy contained in the September 17, 2020 Employee Rules, Regulations, and Benefits.

2. The Town maintains the right to require any bargaining unit employee, at Town expense, to undergo a fitness-for-duty test (physical and/or psychological) with a Town-selected healthcare provider based on the Fire Chief or designee's reasonable suspicion that the employee may not be fit for duty. Additionally, the Town maintains the right to require any bargaining unit employee, at the employee's expense, to provide a fitness-for-duty clearance from their healthcare provider to return to work after an being absent due to a physical and/or psychological ailment or condition, or to return to full duty from modified or light duty.

### **ARTICLE 3**

#### **SEVERABILITY**

If any provision of this Agreement is rendered or declared invalid or illegal by any action of a court or administrative entity with jurisdiction over the Town, or by reason of any existing or subsequently enacted legislation, such provision shall be void, and the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is rendered or declared invalid or illegal, the Town and the Union shall meet as soon as practicable thereafter to negotiate a replacement provision.

## **ARTICLE 4**

### **BULLETIN BOARDS**

1. The Town shall furnish the Union with bulletin board space in the Fire Station.
2. 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 recreational and social affairs of the Union.
  - E. Copy of this Agreement.
  - F. Notices of dues (changes).
  - G. Names of Local Union officials (and changes thereto).
  - H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
  - I. Minutes of Union meetings.
  - J. Union newsletters.
3. All materials placed upon the bulletin boards by the Union will be signed by the Union President or other Union officer. 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 Town or any of its elected or appointed officials or employees. The Fire Chief or designee shall be furnished with a copy of any material prior to its posting. Anything not posted in accordance with this Article may be removed by Fire Chief or designee or authorized Union representative.

## **ARTICLE 5**

### **UNION BUSINESS**

1. The Union shall designate the union representatives who will be responsible for handling grievances and dealing with management on matters of interpretation of this Agreement. A written list of such representatives shall be furnished to the Human Resources Director and the Fire Chief prior to the effective date of the representatives assuming their duties. Prompt written notification of changes in representatives shall be provided to the Human Resources Director and the Fire Chief. No Union representative will be recognized by the Town unless such written notification was presented prior to such representative assuming their duties.

2. Bargaining unit employees, Union officers, and Union representatives shall be paid by the Town only when they perform assigned fire-rescue duties and/or work directed by the Town. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, collective bargaining, attending Union conventions, etc.) during their normal work schedules, they may utilize personal leave or shift exchanges; provided, however, that they comply with the rules otherwise applicable to such leave and shift exchanges. Nothing, however, prevents the Union officers and Union representatives from engaging in routine union matters on duty if such activities do not interfere with shift staffing or the provision of services. Additionally, on-duty Union officers and Union representatives shall suffer no loss of pay to attend meeting with Town or Fire Department management regarding union matters if their attendance is directed by the Town or Fire Department management.

## **ARTICLE 6**

### **RULES AND REGULATIONS**

1. The employees covered hereunder shall comply with all applicable rules, regulations, policies, and procedures of the Town and the Department including the September 17, 2020 Town Employee Rules, Regulations, and Benefits.

2. Should the Town or the Department propose to amend or modify any of the aforesaid rules, regulations, policies, or procedures, a copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed, e-mailed, or delivered to the Union representative least ten (10) business days prior to the proposed implementation. Nothing herein shall restrict the Town or the Department from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation. In either case, prior to their effective date, the Town will, upon written request, afford the Union the opportunity to bargain over the proposed changes and properly identified impacts of, the new (or amended) rules, regulations, policies, procedures, or operating bulletins.

3. Prior to their effective date, new (or amended) rules, regulations, policies, procedures, or operating bulletins shall be disseminated to the bargaining unit employees via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means. Bargaining unit employees shall be required to acknowledge receipt of dissemination either in writing or through an email read receipt; employees who fail to



do so without valid justification within two of their actual working days will be subject to discipline. The Department shall also provide any training it deems necessary for understanding or compliance of the new (or amended) rules, regulations, policies, procedures, or operating bulletins prior to their effective date.

4. No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until and unless it has been disseminated to the employee, and the employee has received any training deemed necessary by the Department for understanding and compliance. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

## ARTICLE 7

### MANAGEMENT RIGHTS

1. Provided there is no express conflict with this Agreement, the Town has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the purpose and organizational structure of the Fire Service;
- B. Exercise control and discretion over the organization and efficiency of operations of the Fire Service;
- C. Set minimum performance standards for service to be offered to the public;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
- E. Determine the location, methods, means and personnel by which operations are to be conducted within the generic scope of fire-rescue services;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of the Fire-Rescue Service;
- G. Change or modify the number and types of positions or employees assigned to an organization, unit, division, department, or project;
- H. Decide the scope of the service within the generic scope of fire-rescue services;
- I. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for initial employment;

- J. Determine the number and types of positions as well as the number and types of positions in each classification;
- K. Transfer employees shift to shift, and/or assignment to assignment based on operational needs;
- L. Determine all training parameters for all Fire-Rescue positions;
- M. Formulate and/or amend job descriptions within the generic scope of fire-rescue services;
- N. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment within the generic scope of fire-rescue services;
- O. Maintain the efficiency of the operations of the Department.

2. Nothing herein shall either by reference or omission be considered a waiver of any management rights and/or prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

3. If it is determined that civil emergency conditions exist, such as riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Town Manager or designee during the time of the declared emergency, provided that the Union is notified as soon as is practical, and further provided that wage rates and monetary fringe benefits shall not be suspended.

4. Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Union and is required by Florida law, the parties shall meet promptly to attempt to resolve the impact item.

## ARTICLE 8

### GRIEVANCE AND ARBITRATION PROCEDURES

1. Bargaining unit members will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

2. A grievance is defined as a dispute regarding the interpretation or application of an express provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step One in any grievance.

3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing the grievance to the Deputy Fire Chief within ten (10) business days of when the aggrieved employee or the Union knew or should have known of the occurrence

of the event(s) which gave rise to the grievance. (Knowledge by the employee shall be considered knowledge by the Union.) The grievance shall be filed on the prescribed grievance forms developed jointly by the Town and the Union which shall be standard forms used throughout the grievance procedure. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events 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 Fire Chief or designee shall, within ten (10) business days after presentation of the grievance, render a decision on the grievance in writing.

STEP TWO: Any grievance which cannot be satisfactorily settled at STEP ONE shall then be taken up by the Fire Chief. The grievance, as specified in writing within STEP ONE above, shall be filed with the Fire Chief within ten (10) business days after the due date for the response in STEP ONE above. The Fire Chief or designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) business days after said discussion, render a decision on the grievance in writing.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Town Manager. The grievance, as specified in writing at STEP TWO above shall be filed with the Town Manager within ten (10) business days after the due date for the Fire Chief's response in STEP TWO above. The Town Manager or designee shall

discuss the grievance with the grievant (whether it be an individual employee or the Union) and shall, within ten (10) business days after said discussion, render a decision on the grievance in writing.

4. If the grievant (whether it be the Union or an individual employee) is not satisfied with the Town Manager's decision in STEP THREE above, the Union, on its own behalf or on behalf of the individual employee may request arbitration by hand delivery or by certified or registered mail of a written notice to the Town Manager within ten (10) business days of receipt of the Town Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in STEP ONE of the grievance procedure.

5. Within ten (10) business days from the delivery of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators who have a residence within the State of Florida from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

6. As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the Town and the Union, in writing. It shall be the obligation of the arbitrator to make their best effort to rule within thirty (30) calendar days after the hearing. 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 expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

7. The arbitrator shall confine their consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute their judgment for that of management in any area identified in this Agreement or by law as a management right, and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended 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 is not a grievance as defined in this Agreement.

8. The arbitrator may not issue declaratory opinions and shall confine themselves exclusively to the question which is presented to them, which question must be actual and existing. The decision of the arbitrator shall be binding, subject to any appeal or review rights. Either party shall be entitled to seek review of the arbitrator's decision in Circuit Court.

9. No decision of any arbitrator or the Town in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of lost wages less any employment compensation and/or interim earnings that he/she may or might have received during the period involved.

10. It is agreed with respect to this grievance and arbitration procedure that:

A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted



in a timely manner by the grievant (whether the grievant be the Union or an individual employee).

- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the Town or by the Department shall be deemed denied at that step and the grievant may proceed to the next step. The failure to proceed on a timely basis to the next step shall bar the grievance.
- C. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated Town official, hand delivery or electronic mail during the hours of 8:00 a.m. until 4:30 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be required for compliance with prescribed time limits if the designated official is not personally available for service.

11. Bargaining unit employees may not avail themselves of the grievance procedure set forth in the Town's Employee Rules, Regulations, and Benefits with respect to any matter expressly covered by this Agreement. Bargaining unit employees may only avail themselves of the grievance procedure set forth in the Town's Employee Rules, Regulations, and Benefits with respect to any matters covered therein which are not expressly covered by this Agreement, such as discipline.

12. The filing of a lawsuit or an administrative charge/complaint shall bar the filing of a grievance, and/or operate as an automatic withdrawal of a previously filed grievance, arising out of the same operative facts as the lawsuit or the administrative charge/complaint.

## **ARTICLE 9**

### **SENIORITY**

1. Bargaining Unit Seniority shall consist of continuous service on payroll with the Town in any bargaining unit position. Rank Seniority shall consist of continuous service on payroll with the Town in a specific bargaining unit position. Seniority shall be utilized for the following purposes:

- A. Vacations for each year shall be scheduled in accordance with current practice, including the use of Bargaining Unit seniority if multiple requests are made for the same shift off.
- B. Reductions-in-force shall be conducted by rank using Rank Seniority. Bargaining unit employees who are subject to layoff may bump and roll into a lower rank in the bargaining unit if they meet the qualifications for the lower rank. Reductions-in-force and recall shall otherwise be controlled by Section 19.05 of the Town's September 17, 2020 Employee Rules, Regulations, and Benefits.

**ARTICLE 10**

**EMPLOYEE LEAVE AND BENEFITS**

1. Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave and other benefits in accordance with the Town's September 17, 2020 Employee Rules, Regulations, and Benefits and Fire Department's policies.

2. Notwithstanding the foregoing, the annual cap on Personal Leave accruals shall be 672 hours.

3. Additionally, notwithstanding the foregoing, all bargaining unit employees will receive 12 hours of holiday pay for each Town-recognized holiday. Bargaining unit employees who actually work on a Town-designated holiday shall receive additional holiday pay as follows:

Hours Worked	Additional Holiday Pay
24 hours	12 hours total
18 hours	9 hours total
12 hours	6 hours total
6 hours	3 hours total
3 hours	1.5 hours total

4. A bargaining unit employee who is off duty and required to return to operational duty on an unscheduled basis shall be paid call back pay. The called-back member shall be paid for the actual hours worked, with a minimum guarantee of two (2) hours of pay.

## **ARTICLE 11**

### **TRAINING AND EDUCATION**

1. Where the Fire Department requires a bargaining unit employee to attend specialized fire or EMS training, a reasonable effort will be made to facilitate the employee attending such training during their normal working hours. In the event the Fire Department is unable to schedule the training during the employee's normal working hours, the employee may be required to attend the training off duty, in which case the actual time spent by the employee in training shall be treated as hours worked.

2. Compliance with all state, county, or federal certification or recertification requirements shall be the obligation and responsibility of the bargaining unit employees. Bargaining unit employees shall not be compensated for attending required state, county, or federal certification or recertification courses off duty. The Town, however, will make reasonable efforts to provide bargaining unit employees an opportunity to take required state, county, or federal certification or recertification courses on duty without loss of pay.

3. Bargaining unit employees will be subject to Educational Assistance and Professional Leave in accordance with the Town's September 17, 2020 Employee Rules, Regulations, and Benefits.

## **ARTICLE 12**

### **ANNUAL MEDICAL EXAMINATIONS**

1. Bargaining unit employees will be provided annual NFPA 1582 compliant medical examinations conducted by a provider of the Town's choosing at no cost to the employee. Should the annual medical examinations be conducted through the Town's healthcare plan, bargaining unit employees will be reimbursed for any co-pays for their annual medical examinations. The Town shall be provided written certification of fitness or non-fitness for duty for each employee by the annual medical examination provider.

2. The annual medical examinations shall be conducted off duty. Bargaining unit employees will be provided two (2) hours of pay or two (2) hours of compensatory time for their time spent off duty attending the annual medical examinations. For any testing that takes longer than two (2) hours, the employee will be compensated for the additional time spent in the testing.

## **ARTICLE 13**

### **TOBACCO USE**

1. It is understood that smoking and/or the use of any and all tobacco or nicotine products is a known hazard to the health of employees, including members of the bargaining unit. The purpose of this article is to reduce the number of health insurance claims related to the use of tobacco products and to provide bargaining unit employees the benefits of the Florida cancer presumption for firefighters.

2. All bargaining unit employees shall abstain from the use of tobacco, nicotine, and tobacco or nicotine products both on-duty and off-duty.

## **ARTICLE 14**

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

1. The basic work schedule shall be twenty-four (24) hour shifts on-duty and forty-eight (48) hours off-duty.

2. Hours actually worked in excess of 106 hours in a fourteen (14) day pay cycle shall be compensated at 1-1/2 times the employees' regular rate of pay. Hours worked for purposes of overtime shall include scheduled personal leave, scheduled sick leave, and scheduled compensatory time off. Paychecks shall reflect the actual hours worked and paid leave taken during the pay period.

3. Nothing herein shall restrict the Town or the Fire Department from altering work schedules or taking any other action to reduce the number of overtime or call-out hours worked by the employees covered by this Agreement. The Town, however, agrees to maintain the pay cycles applicable to 24-hour shifts for the duration of this Agreement as provided above.

4. Utilization of overtime, assignment of overtime, and selection of personnel to work overtime shall follow the Ponce Inlet Fire Rescue Department S.O.P. Policy #100-1-1. All overtime assignment records will be made available to the Union upon the Union's request.

5. Bargaining unit employees shall be eligible for compensatory time in lieu of overtime in accordance with the Town's September 17, 2020 Employee Rules, Regulations, and Benefits; provided, however, that bargaining unit employees shall be entitled to accrue up to 240 hours of compensatory time. Additionally, bargaining unit employees shall not be eligible to accrue compensatory time in lieu of overtime during the last two (2) weeks of September. At the end of each fiscal year, all accrued compensatory time in excess of 80 hours will be paid out to



the employees.

6. In any pay cycle in which a bargaining unit employee both takes unscheduled personal leave and actually works an equal number of hours on an unscheduled shift, the employee shall be paid for only the hours worked and the unscheduled personnel leave will not be deducted from the employee's personal leave accruals.

## **ARTICLE 15**

### **DUES DEDUCTIONS**

1. Any member of the Union, who has submitted a properly executed dues deduction form or statement to the Human Resources Director or designee, may have their membership dues deducted from their wages each pay check. Dues deducted from each employee's wages shall be forwarded by the Town to the Union within thirty (30) calendar days of the deduction. However, the Town shall have no responsibility for any liability for any monies once sent to the Union, nor shall the Town have any responsibility or any liability for the improper deduction of any dues. The Union shall hold the Town harmless for any errors in the administration of the dues deduction system.

2. It shall be the responsibility of the Union to notify the Human Resources Director or designee in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.

3. Under no circumstances shall the Town be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

4. Any member of the Union may, on thirty (30) days written notice to the Town, require that the Town cease making deductions from their wages. The Town will forward a copy of the written notice to the Union concurrently with ceasing the member's dues deductions.

**ARTICLE 16**

**WAGES**

1. For Fiscal Year 2024-25, bargaining unit employees will receive a 7.5% increase to their base wages. The pay ranges for the bargaining unit positions will be as follows:

<b>Firefighter</b>		<b>Driver/Engineer</b>		<b>Lieutenant</b>	
<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>
\$46,607	\$68,673	\$49,805	\$73,649	\$53,273	\$79,025

Nothing herein shall prohibit the Town from hiring employees above the minimum of the pay range should the need arise.

2. For Fiscal Years 2025-26 and 2026-27, wage and incentive increases will be established through reopener negotiations.

3. Cleared certified paramedics shall receive certification pay of \$3.00 per hour added to their regular rate for purposes of calculating overtime so long as they maintain their cleared certified status and paramedic certification. Bargaining unit employees assigned by the Town to serve as Paramedics shall be required to maintain their cleared status and paramedic certification and perform paramedic duties when assigned as a condition of their employment.

4. Bargaining unit employees who are assigned as FTOs or Paramedic Preceptors shall receive assignment pay of \$1.00 per hour added to their base rate hourly rate for purposes of calculating their regular rate of pay for all hours in which they are actively providing field training or paramedic precepting a Town employee. Management shall determine the number of, qualifications for, and assignment/removal of employees as FTOs and Paramedic Preceptors.

5. Bargaining unit employees who possess State of Florida Driver-Operator Certification shall receive an annual stipend of \$600.

6. Paramedics shall receive an additional \$2.00 per hour for each hour worked while assigned on a rescue, and EMTs shall receive an additional \$1.00 per hour for each hour worked while assigned to a rescue. To be eligible for the additional amounts, the employee has to work 4 or more hours of the shift on the rescue.

7. This Article will be applied retroactive to the beginning of the first full pay period in FY 24-25 if this Agreement is ratified by the bargaining unit employees on or before November 30, 2024.

## **ARTICLE 17**

### **WORKING OUT OF CLASS**

1. An employee assigned by management to work out of class in a rank or position above which he normally holds for a period of one (1) full shift or more, shall be paid a five (5%) percent differential.

2. The Fire Chief and Deputy Fire Chief will not be considered as any type of coverage that would impede someone from working out of their classification.

3. Bargaining unit employees shall not be eligible for working out of classification pay if on a shift exchange.

## **ARTICLE 18**

### **INSURANCE**

The Town shall provide insurance benefits for all bargaining unit employees in the same manner, including benefit levels and contributions, as all other Town employees. The Town shall also provide any additional insurance required by Florida law.

## **ARTICLE 19**

### **ENTIRE AGREEMENT/DURATION**

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement.

2. This Agreement shall become effective on October 1, 2024, and shall remain in effect until September 30, 2027, unless this Agreement is extended pursuant to paragraph 3. For Fiscal Year 2025-26 and Fiscal Year 2026-27, Article 16 of this Agreement shall automatically reopen.

3. If either the Town or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing by no later than the first (1st) of May prior to the termination date of this Agreement. Should the first (1st) of May fall on a Saturday or Sunday, the official notification of a desire to negotiate must be given in writing no later than the Monday following that weekend. Following receipt of such notice, unless there is a mutual agreement to the contrary, the Town and the Union shall commence negotiations. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter until timely notice is given of a party's intent to renegotiate this Agreement.

4. Nothing herein shall preclude the parties from mutually agreeing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.




**SIGNATURE PAGE**

**FOR THE TOWN**

\_\_\_\_\_  
Mike Disher  
Town Manager

\_\_\_\_\_  
(Date)

**FOR THE UNION**

  
\_\_\_\_\_  
Igor Kojadinović  
Local 4140 President

\_\_\_\_\_  
(Date)

**PONCE INLET TOWN COUNCIL**

\_\_\_\_\_  
Lois Paritsky  
Mayor

\_\_\_\_\_  
(Date)

ATTEST: \_\_\_\_\_  
Town Clerk