

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040522

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Collective Bargaining Agreement between Lee County and the Southwest Florida Professional Firefighters and Paramedics, Local 1826, I.A.F.F., effective October 1, 2003 through September 30, 2006.

WHY ACTION IS NECESSARY: The Board of County Commissioners' approval is required to ratify Collective Bargaining Agreements.

WHAT ACTION ACCOMPLISHES: Ratifies the Collective Bargaining Agreement between Lee County and the Southwest Florida Professional Firefighters and Paramedics, Local 1826, I.A.F.F..

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # CW

A12A

3. MEETING DATE:

05-11-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: Andrea R. Fraser *arf*
Assistant County Attorney

7. BACKGROUND:

Lee County and Local 1826, I.A.F.F. began collective bargaining in the summer of 2003. After several negotiation sessions, the County and the Union reached a tentative agreement on the entire contract March 10, 2004. The Parties have reduced the Agreement to writing. A contract ratification vote was held April 19, 20 and 21, 2004 for all bargaining unit members. The contract was ratified by the members in a 76 to 6 vote.

8. MANAGEMENT RECOMMENDATIONS:

It is recommended that the Collective Bargaining Agreement between Lee County and the Southwest Florida Professional Firefighters and Paramedics, Local 1826, I.A.F.F. be approved.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	<i>Andrea Fraser</i>	QA <i>4/28/04</i>	OM <i>4/29/04</i>	RISK <i>5/28/04</i>	GC <i>4/29/04</i>	<i>4-29-04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY. *4/29/04*
FORWARDED
TO CO. ADMN.
1:50pm

RECEIVED BY
COUNTY ADMIN. *PK*
4/27/04
3:40 pm SLJ
COUNTY ADMIN
FORWARDED TO *JK*
4-29-04
5pm



SOUTHWEST FLORIDA PROFESSIONAL FIREFIGHTERS & PARAMEDICS

LOCAL 1826 / I.A.F.F., INC.

1601 Lee Street • Suite 100 • Fort Myers, Florida 33901
(239) 334-8222 • (239) 334-8233 • Fax: (239) 334-8228

E-mail: www.local1826.com

April 27, 2004

PRINCIPAL OFFICERS

JIM BRANTLEY
President

ERIC DUCROU
Vice President

WALT STEVENS
Secretary

MIKE HOLOBINKO
Field Representative

Ms. Andrea Fraser
Assist County Attorney
Lee County
P.O. Box 398
Fort Myers, FL 33902-0398

Dear Ms. Fraser,

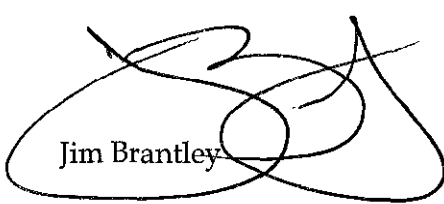
We are pleased to notify you of the results of the three-day contract ratification voting that took place on April 19th, 20th, and 21st. The bargaining unit members have ratified the tentative agreement by a margin of **76 FOR** the contract as presented and only **6 AGAINST**.

With the vote of the bargaining unit finalized, it is our understanding that the Board of County Commissioners will vote on the agreement on May 11th, 2004.

We have sent you a copy of the ratification page signed by both myself and DVP Jim Bonham today. We would like to get a complete signed copy back after all parties have ratified it.

Thank you again for all your work in getting this agreement completed.

Respectfully,


Jim Brantley

President
IAFF Local 1826

DISTRICTS

DISTRICT 1
Fort Myers

DISTRICT 2
Lee Co. EMS

DISTRICT 3
Fort Myers Beach

DISTRICT 4
North Fort Myers

DISTRICT 5
South Trail

DISTRICT 6
Lehigh Acres

DISTRICT 7
Iona McGregor

DISTRICT 8
Tice

DISTRICT 9
San Carlos Park

DISTRICT 10
Lee Co. CFR

DISTRICT 11
Estero

DISTRICT 12
Bayshore

DISTRICT 13
Pine Island

DISTRICT 14
Collier Co. EMS

DISTRICT 15
Fort Myers Beach-
Deputy Chiefs

DISTRICT 16
Fort Myers Asst. Chiefs

DISTRICT 17
Sanibel

*Affiliated with: INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
Florida Professional Fire Fighters*



Blacklined

CONTRACT BETWEEN

LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

AND

SOUTHWEST FLORIDA
PROFESSIONAL FIREFIGHTERS
AND PARAMEDICS
LOCAL 1826
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, INC.

October 1, 2003 through September 30, 2006

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ARTICLE 1

PREAMBLE

Section 1.1

In accordance with Chapter 447, Part II of the Florida Statutes, this Agreement is entered into by and between Lee County Board of County Commissioners (hereinafter “County” or “Emergency Medical Service”) and the Southwest Florida Professional Firefighters and Paramedics, Local 1826, International Association of Firefighters, Inc. (hereinafter, the “Union”).

Section 1.2

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

Section 1.3

The Union further recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees who are covered by this Agreement. The Union recognizes that in order for the County to provide maximum opportunities for the continuing employment and good working conditions, the County must be in a strong position, which means it must do business at the lowest possible cost consistent with fair labor standards, a safe work place and quality patient care.

Therefore, the Union, through its bargaining position, assumes a joint responsibility in the attainment of the aforementioned goals and agrees it will cooperate with the County through its agents and designated stewards by supporting the County’s efforts to achieve a fair day’s work by

the employees covered by this Agreement, to actively combat absenteeism, slowness, and all other practices by employees which restrict or tend to restrict productivity.

Section 1.4

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

ARTICLE 2

RECOGNITION

The County hereby recognizes the Union as the exclusive bargaining agent for all employees of the County as certified by the Florida Public Employees Relations Commission in Case No. RC-95-034, Cert. No. 1113, November 1995.

The appropriate bargaining unit is comprised as follows:

INCLUDED: Emergency Medical Technician

Paramedic

Emergency Medical Service Pilot

Aircraft Mechanic

Ambulance Maintenance Worker

EXCLUDED: Public Safety Deputy Division Director

Public Safety Training and Quality Coordinator

Emergency Medical Service Operations Manager

Emergency Medical Service Administrative Services Manager

Emergency Medical Service Captains

Emergency Medical Service Lieutenants

Emergency Medical Service Chief Pilot

Public Safety Training Specialist

All employees not specifically included in the above-described unit.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1

The management of the Emergency Medical Service (“EMS”) and the direction of its work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation; to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job or shift to shift, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change EMS policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this Agreement; to establish the standards of conduct and work of employees; to establish or change operational standards; to determine the services to be provided by EMS; to discipline or discharge employees for just cause; to lay off employees from duty for lack of work or for other operational reasons; to establish requirements for employment; to promote and demote employees and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the County may determine to be necessary for the orderly and efficient operation of EMS, shall be vested exclusively in EMS,

subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

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

Section 3.2

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

Section 3.3

If, in the sole discretion of the County Manager or designee, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the County Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 3.4

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

Section 3.5

Delivery of EMS services in the most efficient, effective, professional and courteous manner is of paramount importance. Accordingly, the Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 3.6

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

Section 3.7

In the spirit of continued harmonious relations between the employees and EMS, EMS agrees to provide notice to the Union, in writing, of any change in EMS policies or rules of general application prior to implementation, which would affect members of the bargaining unit.

Section 3.8

Nothing contained in this Management Rights Article shall be interpreted as a waiver of the Union's rights to bargain over the impact of the exercise of management rights on wages, hours, and terms and conditions of employment, as required in Chapter 447, Part II, Florida Statutes, and interpretive cases. The request to bargain under this Section must be made within ten (10) calendar days of the notice under Section 3.7 or, if no notice is given, within ten (10) calendar days of the date the Union became aware of a proposed change that is subject to impact bargaining.

ARTICLE 4

STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 4.1

The Union and bargaining unit members do not assert and will not assert or advocate any right to engage in any concerted work stoppage, slow down or strike, or to withhold services or otherwise hinder the County's operations. Each employee who holds a position with the Union occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition of Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6.

Section 4.2

Any and all employees who violate any provision of the law prohibiting strikes or this Article shall be disciplined, up to and including discharge, by the County, and any such action by the County shall not be grievable or arbitrable under the provisions of Article 9 - Grievance and Arbitration Procedure, except to determine if the employee engaged in a violation of Section 4.1.

ARTICLE 5

NON DISCRIMINATION AND EMPLOYEE RIGHTS

Section 5.1

Neither the County nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or nonmembership.

Section 5.2

Employee rights as provided by local, state and/or federal laws are hereby preserved; provided that allegations of discrimination based on race, sex, religion, national origin, disability, age, gender or color will be resolved in the appropriate court or administrative agency and not under Article 9, the Grievance and Arbitration Procedure.

Section 5.3

In the spirit of harmonious cooperation between the County and the Union and in order to provide an atmosphere of safe and effective working conditions, the Union, its members, and its leadership shall do everything within their power to assist the County in guaranteeing a workplace free of discrimination based on race, sex, religion, national origin, disability, age, gender or color. The Union, its members and leadership shall also insure no retaliation against any employee for bringing forth allegations or cooperating in the investigation of such alleged discrimination.

ARTICLE 6

DUES DEDUCTION

Section 6.1

The County shall deduct from the pay of all Union members who authorize such deduction, the monthly dues payable to the Union. The County reserves the right to bill the Union for the reasonable cost of dues deduction if the County is billed for these services.

Section 6.2

Payroll deduction shall be accomplished once a month. The County will only be responsible for deducting dues associated with the paycheck schedule. There is no obligation for the County to deduct dues from specially prepared checks, such as early vacation pay.

Section 6.3

Employees desiring the dues deduction shall authorize it by completing an appropriate form prescribed by the County. The form is attached hereto as Exhibit 1.

Section 6.4

The Union agrees to indemnify the County, and hold it harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the County's compliance or efforts to comply with this Article. The County has no obligation to inform employees of the amount of Union dues or change of such dues.

Section 6.5

It shall be the Union's obligation to keep the County at all times informed, by certification by the Secretary/Treasurer of the Union, of the amount of the uniform dues. Dues will only be

deducted for employees who comply with Section 1 of this Article and who authorize deduction of dues by executing Exhibit 1.

Section 6.6

The County's monthly transmission of dues money to the Union will be accompanied by a list of names of employees affected, and the amount transmitted with regard to each.

Section 6.7

The County will not deduct or transmit to the Union at any time any monies representing fines, fees, penalties, or special assessments.

Section 6.8

The obligation to commence making deductions on account of any particular authorization shall become effective with respect to the calendar month following the month in which the authorization is received, provided it is received on or before the 20th of the month by the County.

Section 6.9

Any employee may withdraw from membership in the Union at any time upon thirty (30) days written notice to the County and the Union. Upon receipt of such notification, the County shall terminate dues as soon as practical and notify the Union.

Section 6.10

Employees shall have the ability to make regular uniform donations to the IAFF - Fire Political Action Committee (PAC) through regular payroll deductions. Requests to begin or end such voluntary donations shall be made in writing on a form as specified by the County. Such donations shall be forwarded monthly to the Union.

ARTICLE 6 -- EXHIBIT 1

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

I hereby authorize the Lee County Board of County Commissioners, or its agents, to deduct from my earnings, the regular monthly dues (uniform in dollar amount) in the amount certified by the Treasurer of Local 1826/I.A.F.F., Inc., and further authorize the remittance of such amounts to said local Union in accordance with the currently effective Agreement between the County and the Union. This authorization is revocable by a notice in writing to the Lee County Board of County Commissioners.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the County and any agent of the County from liability therefor.

NAME _____ DATE _____

SOCIAL SECURITY NUMBER _____

SIGNATURE _____

AUTHORIZATION TO STOP PAYROLL DEDUCTION OF UNION DUES

I hereby authorize the Lee County Board of County Commissioners, or its agent, to stop deducting the sum which was designated and current by the Treasurer of Local 1826/I.A.F.F., Inc. from my wages.

NAME _____ DATE _____

SOCIAL SECURITY NUMBER _____

SIGNATURE _____

ARTICLE 7

RULES AND REGULATIONS

Section 7.1

All rules, regulations, memoranda, Standard Operating Procedures ("SOP") and Medical Protocols affecting EMS or its employees in effect on the effective date of this Agreement shall remain in full force and effect, if not specifically in conflict with any Article or Section of this Agreement. Authority to change, modify or delete rules, regulations, memoranda, policies, procedures or protocols rests with the County.

Section 7.2

Any rules, regulations, memoranda, SOP and protocols affecting EMS or its employees issued after the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.

Section 7.3

A copy of any new rules, regulations, memoranda, SOP, protocols or changes in existing ones, and memoranda implementing revisions to the above, shall be provided to the Union Office in advance for review. To the extent required by law the County will engage in impact bargaining; provided that such bargaining must be requested within ten (10) calendar days of the notice under this Section or the bargaining obligation is waived.

Section 7.4

Within one hundred eighty (180) days of ratification of this contract all rules, regulations, memoranda, standard operating guidelines and medical protocols mentioned in 7.1-7.3, excluding any Federal Aviation Administration (FAA) required manuals, directives or memoranda, will be available to all employees at each EMS station. The FAA required document will be distributed, updated and maintained according to Federal Aviation Regulations. New rules, regulations, memoranda or standard operating guidelines will not be enforced until employees have been notified of the change. All previous rules, regulations, memoranda, standard operating guidelines and medical protocols will be reviewed by union and EMS management and a relevant archive will be established. This archive will be made available in each station.

ARTICLE 8
SENIORITY

Section 8.1

Seniority is defined as continuous service with the Lee County EMS and is that time actually spent on active payroll plus those periods specified in Section 2 of this Article. The seniority date shall be an employee's last date of hire in Lee County EMS. It is agreed that the seniority provisions of this Agreement shall not apply to employees who have not completed their probationary period; however, upon the satisfactory completion of his/her probationary period the employee will be entered on the seniority list as of the original date of hire.

Section 8.2

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

- A. Approved leaves of absence.
- B. Any holiday recognized in this Agreement.
- C. Vacation periods.
- D. Periods of temporary layoff for a regular employee up to one (1) year.
- E. Periods of off duty illness or accident up to one (1) year.
- F. Qualifying periods of service in the Armed Forces of the United States.
- G. Leave granted under the Family Medical Leave Act.
- H. Period of time necessary to reach maximum medical improvement arising out of a job related illness or injury.

Section 8.3

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

- A. He/She voluntarily quits.
- B. He/She is discharged for just cause.
- C. He/She has been continuously laid off for a period of more than one (1) year.
- D. He/She fails to return to work on the date designated in a notification to return to work following lay-off, provided that a minimum notice to return to work of fourteen (14) calendar days shall be given. Such notification to return to work shall be by certified mail or telegram delivered to his/her last known address as shown in the County's records.
- E. He/She fails to return to work at the end of any period specified in Section 8.2 unless the employee has notified the Deputy Director of his/her inability to return and the Deputy Director agrees to extend the employee's absence from work.

In the event an employee who has lost his/her accumulated seniority is subsequently rehired by the County, he/she shall be considered a new employee for all purposes under this Agreement.

Section 8.4

The first six (6) months of employment with Lee County EMS shall be considered probation. An employee will be off probation and considered a regular full-time employee upon receipt of a "meets expectation or above" evaluation, which is performed after six (6) months of employment. The probationary period may be extended up to an additional six (6) months in the sole discretion

of the County. During the extension of probation, a person can be evaluated and made a regular employee at any time. During probation, including extension of probation (i.e., prior to receipt of “meets expectation or above” evaluation which releases the employee from probation), any disciplinary action taken against the employee which would entitle a regular employee to arbitration under Article 15, Section 15.1 shall not entitle the probationary employee to arbitration. Evaluations will be performed by the end of the seventh (7th) month or by the end of the thirteenth (13th) month in the event of the extension of probation.

Section 8.5

The County shall, effective January 15th of each year, prepare a seniority list of the employees in the bargaining unit. The seniority list shall be based on the last date of hire with Lee County EMS. The seniority list shall be used as required for the basis of action under other Articles of this Agreement. Once complete, this list shall be given or mailed to the Union. The seniority list shall be conclusively presumed accurate unless challenged by the Union within twenty-one (21) days of its receipt by the Union.

Section 8.6

While on layoff, it is the responsibility of the employee to maintain all licenses and certifications required by the job description and state requirements to retain recall rights under this Article. At the employee’s option, without compensation, he/she can attend in-service training for the period of time eligible for recall.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1

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

Section 9.2

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

Section 9.3

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

Section 9.4

A. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual

agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process his/her grievance.

B. The Union will not be required to process grievances for employees who are not members of the Union, but may be present at any meeting where the grievance may be settled.

~~C. The commencing of legal proceedings against the County in a court of law or equity, or before the Public Employee Relations Commission, or any other administrative agency for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Article; provided however that if PERC refers the issue back to the Grievance and Arbitration procedure under the contract, this paragraph does not apply. The utilization of the grievance and arbitration procedure under this Article for the resolution of alleged violations of this Agreement shall constitute a waiver of any rights of the party who initiated the grievance may have to file a charge on the issue with the Public Employees Relations Commission or any other state or federal agency.~~

Section 9.5

All grievances, as outlined above, must be in writing and must contain the following information:

- (1) Article and Section of the Agreement alleged to have been violated;
- (2) A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;
- (3) Signature of aggrieved employee and date signed; and
- (4) Signature of the Union representative (must be a designated official or steward) if the grievance requests Union representation.

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

Section 9.6

Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant shall present in writing his/her grievance to an on-duty supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall reach a decision and communicate in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

STEP 2: If the grievance is not settled at the first step, the grievant, within ten (10) calendar days of the answer in Step 1, may present it to the Operations Manager or designee. The Operations Manager or designee shall investigate the alleged grievance and may, within ten (10) calendar days of receipt of the written grievance, conduct a meeting between himself/herself, his/her representative as needed, and the grievant. The Operations Manager or designee shall notify the aggrieved employee of his/her decision no later than fourteen (14) calendar days following the submission of the grievance. Failure of the Operations Manager to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If the grievant does not settle his/her grievance in Step 2, the grievant, within ten (10) calendar days, may present it to the Director (EMS) Division of Public Safety, or designee. The Deputy Director or designee shall investigate the alleged grievance and may,

within ten (10) calendar days of receipt of the written grievance, conduct a hearing or meeting between himself/herself, his/her representative as needed, and the grievant. The Deputy Director or designee shall notify the aggrieved employee in writing of his/her decision not later than twenty (20) calendar days following the submission of the grievance in Step 3. Failure of the Deputy Director to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4.

STEP 4: If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedures, the grievant may, within ten (10) days after the response is received at Step 3 of the Grievance Procedure, request a panel of ten (10) Arbitrators from the Federal Mediation and Conciliation Service. A copy of the written request will be provided to the Deputy Director.

Section 9.7

Upon receipt of the list, an Arbitrator shall be selected from such panel by alternately striking names from this list (the grievant shall strike first) until the last name is reached.

Section 9.8

The following general rules are applicable to this Article:

- A. Any grievance involving suspension or termination must be filed within seven (7) days of the suspension or termination with the Deputy Director at Step 3.
- B. The Union or employee may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the County mutually agree in writing that the grievance is precedent setting.

C. No grievance can be amended or supplemented after the initial management response at Step 1 (Step 3 if it involves a suspension or termination) without the written consent of the Deputy Director.

D. The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

E. The Arbitrator shall have no power to establish wage scales, rates of pay for new jobs, or to change any wage, except if he is specifically empowered to do so by both parties.

F. The Arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Section 9.2 and which comply with the requirements of Section 9.4 (A), Section 9.5 and the time limits established by this Article.

G. The Arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the Arbitrator will rely on the grievance under Step 1 of Section 9.6 (Step 3 if the grievance involves a suspension or discharge).

~~H. In disciplinary and discharge cases, the Arbitrator may not modify the action taken by the County absent evidence submitted by the grievant that shows either (1) the factual basis upon which the County relied in taking the disciplinary or discharge action was erroneous, or (2) evidence that the action taken by the County was improperly excessive.~~

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

J. The Arbitrator's sole authority with regard to monetary awards is to make the employee whole for all lost wages and other lost benefits of a monetary value. No other damages of any type whatsoever may be awarded.

~~K. — Only grievances based on events or occurrences which occur after the date of the execution of the original Agreement can be processed under this Article.~~

Section 9.9

There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the County; provided, however, that the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction and authority as set forth in this Agreement.

Section 9.10

~~The Arbitrator shall award the cost of his/her services to the losing party. The costs for the Arbitrator's services shall be borne equally between the parties. In the event of a split decision, the costs for the Arbitrator shall be borne equally by the parties. Expenses for witnesses, attorneys and requested transcripts shall be borne solely by the party requesting and/or utilizing them.~~

ARTICLE 10

PERSONNEL REDUCTION

Section 10.1

In the event of a reduction in force, probationary employees will be the first laid off. The County will then consider a number of relevant factors in determining selections for remaining layoffs, with the public interest to be of prime importance. Factors to be considered include, but are not limited to:

- A. The average score on the performance evaluations for last three (3) years;
- B. Conduct/disciplinary record for the last three (3) years;
- C. Attendance record for the last three (3) years; and
- D. Seniority.

As between two (2) employees, if the County determines factors A, B and C are relatively equal at the time of layoff, then D shall prevail.

Section 10.2

Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the County until all members of the bargaining unit who were laid off in the prior twelve (12) months are offered recall.

Section 10.3

For purposes of this Article, layoff and recall will be by classification. The County will declare a surplus in a classification and the provisions of Section 10.1 and 10.2 will then apply. For purposes of this Article, Emergency Medical Technician, Paramedic, Emergency Medical Service

Pilot, Aircraft Mechanic and Ambulance Maintenance Worker are considered separate classifications.

ARTICLE 11
OUTSIDE ACTIVITIES

Section 11.1

Employees shall at all times bear in mind that they are seen by the general public, while off duty as well as on duty, as personnel of the County and shall at all times conduct themselves in a manner so as to bring no discredit or unfavorable publicity to the County. The primary focus of this Section is employee conduct. It is not intended to address an employee's engaging in political activity nor protected First Amendment free speech rights.

Section 11.2

Employees accepting employment with any other employer while employed by the County shall do so only so long as the employment is not a conflict of interest. In such instances, the employee's primary obligation shall continue to be to the County and he/she shall arrange his/her affairs accordingly. Before accepting outside employment of any kind, the employee must give a written notification to the Deputy Director. Outside employment must not prevent the employee from being mentally and physically able to work when the employee reports for duty with the County.

Section 11.3

No outside employment shall create a conflict of interest or appearance of a conflict of interest in accordance with Section 112.313, Florida Statutes.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1

Upon written request from an employee and recommendation from the Public Safety Deputy Division Director or designee, in his/her sole discretion, a leave of absence may be granted, without pay. Leave without pay will not be granted unless the employee has exhausted his/her vacation leave. An employee, with the prior consent of the Public Safety Deputy Division Director which will not be unreasonably withheld, will be permitted to work while on leave.

Section 12.2

Such leaves are intended to be granted only for temporary disability, health, parental, education, military service or extenuating and extraordinary personal reasons. Said leaves may not exceed twenty-four (24) weeks in length. Where an employee requests a leave of absence not to exceed two (2) weeks in length, such leave may be approved by the Public Safety Deputy Division Director or designee, provided the employee has exhausted his/her accrued appropriate leave.

Section 12.3

Other than retaining the original date of hire, and except as otherwise provided by law, no benefits, including sick and annual leave accrual, will accumulate during unpaid leaves of absence. Holiday pay will not be paid to an employee on a leave of absence.

Section 12.4

~~Other than leave under the Family Medical Leave Act ("FMLA") or as otherwise provided by law, if a leave of absence is granted, an employee's insurance benefits will be continued only if the employee remits to the County the total premium amount monthly that represents both the~~

~~employee's and the County's share for said insurance. The employee will be advised of the amount and date premiums are due. Insurance premiums for continuation of employee and dependent coverage for employees on leave under the FMLA will be paid by the employee and County consistent with the Act. See Attachment 1.~~

Section 12.5

When the term of the leave of absence expires, the employee may be reinstated to his/her original position when a vacancy in that position comes available, if the employee complies with and meets all current requirements for the position. If the Leave of Absence is for ninety (90) calendar days or greater, the employee will have to be evaluated by an FTO. This may include practical and written testing as required by the EMS Medical Director or designee, at his/her discretion and any other credentials or licenses which may be required. Reinstatement following leave under the FMLA will be in accordance with the law, and the County retains the right to require returning employees to take any medical or other tests permitted by the FMLA. Employees returning from FMLA leave must meet the certification and license requirements and the testing required by the EMS Medical Director.

Section 12.6

The County will assemble and make available in one single packet all necessary paperwork required to be completed by an employee going out on FMLA.

Section 12.7

After complying with the use of sick leave and/or vacation leave as set forth in this Section, employees will be eligible for leave without pay under the FMLA as provided in that Act and regulations adopted thereunder. A notice advising employees of leave availability under the FMLA will be posted with other official County postings. Employees using unpaid leave under the FMLA for his/her own serious health condition must first exhaust available sick leave and all accrued

vacation leave in excess of eighty (80) hours prior to going on leave without pay. ~~If the absence is covered by the County's disability or worker's compensation insurance, only vacation leave may be used.~~ Employees taking leave following the birth of a child beyond that which the employee's doctor considers medically necessary must use accrued vacation leave in excess of eighty (80) hours prior to going on leave without pay. Employees using leave under the FMLA following adoption of a child or to care for a child, spouse or parent as required by and consistent with the FMLA must use all accrued vacation leave in excess of eighty (80) hours prior to taking leave without pay. Sick leave cannot be used for sickness in the immediate family except as provided in Section 13.4.

Section 12.8

Sick leave for FMLA leave can only be used as set forth in this ~~Section~~ Article. The maximum leave for the birth or adoption of a child where both parents work for Lee County in any capacity is twelve (12) weeks between the two employees.

Section 12.9

The County and the employees retain all rights specifically provided by the FMLA.

Section 12.10

The County will comply with the most recent version of County Policy #405, Family Medical Leave Act, in the administration of this Article.

ARTICLE 13

SICK LEAVE

Section 13.1

All regular full-time employees regularly scheduled on a fifty-six (56)-hour work week shall accrue five point six (5.6) hours of sick leave with pay per pay period. All regular full-time employees regularly scheduled on a forty-two (42)-hour work week shall accrue four point two (4.2) hours of sick leave with pay per pay period. All regular full-time employees regularly scheduled on a forty (40)-hour work week shall accrue four point zero (4.0) hours of sick leave with pay per pay period.

Section 13.2

Sick leave is accrued after the last day in the pay period. No limit is placed on the number of days that may be accumulated.

Section 13.3

In November of each year, employees who have two hundred (200) or more hours of unused sick leave as of the immediately preceding September 30 shall be eligible to sell back sick leave in excess of two hundred (200) hours which has been accrued but not used during the current fiscal year. The buy back rate will be fifty percent (50%) for those employees with six (6) years of current consecutive service with the County; and twenty-five percent (25%) for those employees with less than six (6) years of current consecutive service with the County. Sick leave which is not paid out on an annual basis may be accumulated for future use, but will not be subject to payout in subsequent years or upon separation. The maximum buyback under this Section will be one hundred four (104) hours for forty (40) hour employees, one hundred nine and two tenths (109.2) for eighty-four (84) hour employees and one hundred forty-five and six tenths (145.6) hours for one hundred twelve

(112) hour employees. The payment for the annual buy back will be calculated at the applicable percentage based on years of service with the County at the employee's hourly base rate as of the date specified by the County for all other County employees.

For employees who were employed by the County prior to October 8, 1998, upon separation of employment with the County, employees will be paid for all available sick leave accrued prior to October 8, 1998, according to the following schedule:

- a. For employees vested in the Florida Retirement System (FRS), the payment will be calculated at the rate of fifty percent (50%) of the current hourly base rate for the employee times the number of hours sold.
- b. For employees not vested in the Florida Retirement System (FRS), the payment will be calculated at the rate of twenty-five percent (25%) of the current hourly base rate for the employee times the number of hours sold.

Section 13.4

Paid sick leave is not to be taken prior to the time of its accrual. Sick leave may only be utilized for employee sickness, sickness in the employee's immediate family (spouse, child or parent living in the immediate household or where the employee's presence is required to attend to a child under parental custodial care outside the immediate household), necessary medical appointments, injury, disability, pregnancy, including post-birth for the female to the extent considered medically necessary by her doctor, or for quarantine by health authorities or a physician and as permitted for an employee's own serious illness by Article 13, Section 13.5. Employees may be required to supply proof of sickness, injury or disability, including the employee's spouse, child or parent and the appropriate proof that the employee's presence is required, by submitting, at their own expense, a physician's statement:

- a. after four (4) nonconsecutive sick days in a rolling year,
- b. when there is a pattern or practice of sick leave usage; or
- c. when there is a basis to form a reasonable suspicion that sick leave is being abused.

Employees may be sent to a physician of the County's choosing for such purpose, in which event the County Employee Health Nurse will pay the expenses thereof. Any employee sent to a physician selected by the County must agree to permit the County to talk to the physician and obtain information from the physician if the employee's illness is a danger to fellow employees or the public and about work limitations, and expected date of return to work. ~~and any other work-related information.~~

Section 13.5

To receive full sick leave pay on a day of absence that qualifies for sick leave, the employee must notify the supervisor on duty by phone at least one (1) hour prior to his/her starting time of the inability to report to work. Failure to provide the minimum of one (1)-hour notification shall result in one (1) hour loss of sick pay for each quarter hour increment of no call-in prior to starting time. An employee who is absent and fails to notify the supervisor prior to the start of their shift, shall be docked two (2) hours of sick leave for every hour of unreported absence during the shift in addition to the four (4) hours charged for failure to call in one (1) hour prior to the beginning of the employee's shift. ~~The hours listed above are in addition to the regular sick time deduction, depending on the shift length.~~ Absence due to doctors' appointments or other foreseeable causes must be approved prior to the use of sick leave; provided, however, absent an emergency, employees working any schedule other than day time Monday through Friday must schedule medical appointments during non-work hours. Sick leave forms will be prepared and submitted by the employee prior to

leaving work or as soon as the employee returns to work, as appropriate. Nothing in this Section will prohibit the County from taking normal disciplinary action.

Section 13.6

Bargaining unit employees may participate in the County-wide sick leave pool. (Lee County Policies and Procedures Manual 401:2)

Section 13.7

Employees who are sick but have exhausted accrued available sick leave hours may utilize accrued vacation hours to cover their absence.

ARTICLE 14

BEREAVEMENT/JURY DUTY/WITNESS DUTY/VOTING

Section 14.1 Bereavement

A regular employee shall be granted, upon request, up to seventy-two (72) hours of bereavement leave with pay, due to the death of his/her spouse, child, or parent. For the employee's sibling, grandparent, grandchild, step parent, stepchild, stepbrother or stepsister; the employee's spouse's child, foster child, parent, guardian, sibling, grandparent, grandchild or for any person for whom the employee is the legal guardian, bereavement leave with pay shall be granted, upon request, up to forty-eight (48) hours. Such request must be submitted to the Deputy Director of Public Safety or designee prior to the leave.

An employee requesting bereavement leave shall provide a statement in writing to his/her immediate supervisor giving the name of the deceased and his/her relationship to the employee, as well as the location (city and state) of the memorial. This information shall be attached to the leave request form kept in the official personnel record for the employee located in the Department of Human Resources.

Section 14.2 Jury Duty

When a regular employee is required to serve on jury duty, the employee shall be relieved of responsibility for his or her regular work shift and the County shall pay the employee the amount that would have been received had the employee worked his/her regular work shift. All employees who are required to serve on jury duty shall report to their supervisor that they have been subpoenaed for jury duty within twenty-four (24) hours of receiving such notice, when possible, but in no event later than the beginning of the next work shift. When an employee is released or is excused from

jury duty for the remainder of a work day or permanently, the employee shall, as soon as possible, notify the on-duty supervisor of availability for work. Payments received by the employee for jury duty, except for meals, travel and lodging expenses, shall be endorsed to the County.

Section 14.3 Witness Duty

Employees who are required or requested to attend any legal proceeding on duty as the result of the work they perform for the County, or are subpoenaed to any legal proceeding involving or concerning their work with the County, shall be paid their regular hourly rate of pay and be relieved from normal work responsibilities until they are released from said legal proceeding, provided their personal interests are not adverse to the County. In the case of an off duty obligation to attend a legal proceeding arising out of work performed for the County where the employee's personal interests are not adverse to the County, the employee shall be paid his/her regular hourly rate of pay for all hours spent attending the legal obligation with a three (3) hour minimum. It shall be the employee's responsibility to notify his/her scheduling supervisor and provide a copy of the legal documentation. For any court appearance, it shall be the employee's responsibility to document the following: time arrived, time released, and a signature from the party requiring their attendance. The County will provide the form for this documentation. Payments received by the employee for witness duty, except for meals, travel and lodging expenses, shall be endorsed to the County. All employees who are representing the County in any legal proceeding will wear their EMS issued daytime uniform.

Section 14.4 Time Off to Vote.

Employees shall be granted one (1) hour time off with pay to vote on all designated federal, state and local election days, if the employee's work schedule does not allow the employee at least two (2) hours off before or after work while the polls are open or allow the employee to vote while on duty. Time off to vote must be requested in advance and then scheduled by each employee's

scheduling supervisor. This Section does not apply to employees assigned to Boca Grande who will vote by absentee ballot if they choose to vote.

Section 14.5 Military Leave

~~———— In accordance with applicable federal law for training duty, any employee who is a commissioned reserve officer, reserve enlisted person or a member of the National Guard will be entitled to a leave for military training duty with full pay and without loss of benefits, up to a maximum of seventeen (17) calendar days in any one (1) year.~~

~~———— For active duty, any employee who is a commissioned reserve officer, reserve enlisted person or a member of the National Guard will be entitled to a leave for active military duty with full pay and without loss of benefits, up to a maximum of seventeen (17) calendar days at any one time. If active duty continues beyond seventeen (17) calendar days, the County's policy in effect relating to supplemental pay will be applicable to bargaining unit employees.~~

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

~~———— The County will not provide pay exceeding seventeen (17) twelve (12)-hour shifts under this Section.~~

Section 14.5 Military Leave

A. An employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States shall, upon presentation of a copy of the employee's official orders to the employee's supervisor, be granted leave with full pay and without loss of benefits (including retirement) during periods in which the employee is ordered to active duty for training, and that time will be considered continuous service.

1. Requests for military leave under this subsection shall be submitted in writing with proper documentation at least one (1) month prior to the commencement date of the orders.
2. Whether continuous or intermittent, such paid leave under this subsection shall not exceed seventeen (17) working days in any twelve (12) month period.
 - a. Each 12-hour or less shall equal one (1) working leave of absence.
 - b. All other shifts over twelve (12) hours and up to twenty-four (24) hours shall equal two (2) working days leave of absence.
 - c. Any absence in excess of seventeen (17) working days under this subsection may be covered by accrued and available vacation leave, or be an excused absence without pay.

B. Any employee who is ordered to report for a physical examination with the Selective Service System shall, upon presentation of official orders, be granted paid leave for this purpose.

C. Any County employee who is also a member of the National Guard or a reserve component of the Armed Forces of the United States may be granted leave of absence from their respective duties to perform active military service. During such leave of absence the County shall supplement the employee's pay to the level earned at the time they were called to active duty. Additionally, the employee shall be entitled to preserve all benefits and retirement privileges, and such time will be treated as continuous service.

D. Abuse of the provisions set forth for military leaves shall result in disciplinary action.

E. Falsification of the need for, or any records relating to, military leave shall result in disciplinary action.

ARTICLE 15

DISCHARGE AND DISCIPLINE

Section 15.1

Disciplinary actions of the County shall be subject to arbitration.

Section 15.2

The County retains the right to discipline any employee with just cause. An employee is not entitled to any particular number of warnings prior to the imposition of discipline, however discipline must be proposed within forty-five (45) calendar days of the time the County actually became aware of the violation.

Section 15.3

In determining the appropriateness of discipline, the County shall consider the seriousness of offenses; the employee's work performance; conduct and disciplinary record; and any other factor relevant to fair and appropriate discipline. It is the intention of the County to use progressive discipline in an effort to rehabilitate employees. However, where circumstances warrant, immediate termination with just cause may be utilized.

Section 15.4

Except in exceptional circumstances (i.e., when the employee's presence or continued presence on the County property may create a danger to County employees or the public), an employee shall have the right to an informal hearing prior to the proposal of discipline of suspension without pay, disciplinary demotion or termination. At least thirty-six (36) hours prior to any hearing the employee will receive written notice of the time and the place of the hearing. The notice will include:

- (a) the reasons for the proposal of disciplinary action under consideration; and

(b) the general facts which form the basis of the proposed disciplinary action.

An employee may request a Union ~~representative~~ representation consisting of two representatives during any such hearing.

If no disciplinary action is warranted, no record of the alleged charge(s) will be placed in the employee's personnel files.

ARTICLE 16

WORK WEEK AND OVERTIME

Section 16.1

Employees in the classifications Emergency Medical Technician (EMT) and Paramedic shall work one of the following regular schedules:

- A. Twenty-four (24) hours on duty followed by forty-eight (48) hours off duty in a repeating rotating schedule.
- B. Twelve (12) hours on duty followed by twelve (12) hours off duty with the number of days as scheduled by EMS Operations. This schedule will result in the employee being regularly assigned to work thirty-six (36) and forty-eight (48) hour weeks, twelve (12)-hours on duty followed by twelve (12) hours off duty in a 3/2/2 rotating schedule.
- C. If any other shifts are started other than as set forth above, the County will advise the Union immediately upon management's decision and, upon request, negotiate.
- D. Employees assigned to eight (8)-hour work schedules shall be granted the ability to convert to a four (4)-day/ten (10)-hour schedule, upon request to the Assistant Chief, provided such request shall not be granted more than five (5) times in any calendar year.

Section 16.2

All other bargaining unit classifications will work a regular shift consisting of eight (8) hours or ten (10) hours on duty. Employees assigned to either schedule will work four (4) or five (5) consecutive days and have a minimum of two (2) consecutive days off.

Section 16.3

For purposes of this Agreement, work includes regularly scheduled duty shifts as outlined in Section 16.1 and 16.2, as well as continuation and non-continuation overtime.

Section 16.4

Regardless of shift assignment, employees who work in excess of forty (40) hours in any week, shall be paid time and one-half (1-1/2) their regular hourly rate of pay for every hour actually worked in excess of forty (40) hours. Leave time, whether paid or unpaid, will not be counted as time worked for overtime purposes.

Section 16.5

The work week will begin at 12:01 a.m. Thursday and end at 12:00 midnight Wednesday, one hundred sixty-eight (168) hours later.

Section 16.6

Employees who report to work late will receive no pay for the time missed, rounded to the nearest minute.

Section 16.7

Employees who are held over beyond their normal work shift shall accumulate hours worked in one minute increments rounded to the nearest one (1) minute. Employees called in to work earlier than normally scheduled in conjunction with a scheduled work day, shall be paid in one (1) minute increments.

Section 16.8

Employees who have actually left their assigned duty station after completing a shift and who are notified after leaving that they must return to work in order to work another shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply if the employee has

failed to complete their work at the time they leave or return, for example, to return keys to an ambulance taken by mistake.

Section 16.9

Continuation overtime is defined as a holdover at the end of a regularly assigned shift until such time as another employee reports to duty. Absent reasons acceptable to management, continuation overtime will normally be assigned to the employee performing the function during his/her regular shift. Continuation overtime greater than two (2) hours will be considered and paid as mandatory overtime.

Section 16.10

Non-continuation overtime will be offered and then assigned in a fair and equitable manner such that each qualified employee is given an equal opportunity to work available all overtime.

~~Employees not interested in being considered for available overtime shall submit a statement in writing to that effect to the EMS Operations Coordinator or designee. These employees shall not be considered for any overtime (except mandatory overtime) until such time as they submit in writing to the EMS Operations Coordinator or designee their desire to once again be considered for available overtime.~~

The County reserves the right to assign mandatory overtime in a rotating basis starting with the least senior employee in the classification where overtime is required on a rotation basis only if no qualified employee in any bargaining unit job classification can be found to work the overtime. A running list of this rotation will be maintained on the intranet to prepare an employee for impending overtime. Employees forced to work mandatory overtime shall be paid double their regular hourly rate of pay for all hours worked on mandatory overtime. Employees who feel that they have lost pay and/or related benefits due to unfair, inequitable or an incorrect overtime

offer/assignment may address the issue through the Grievance and Arbitration Article outlined elsewhere in this Agreement.

Employees shall not be permitted (outside the conditions outlined in Article 3, Section 3.3 or as a result of continuation overtime) to work more than forty-eight (48) hours in any rolling seventy-two (72) hour period as the result of non-continuation overtime or shift exchange. It is a mutual responsibility of the employee and the supervisor to advise/determine the number of hours worked.

Section 16.11

Employees in classifications other than Paramedic and EMT will be assigned overtime as needed.

Section 16.12

Nothing in this Article shall be interpreted as a guarantee of any number of hours of work per day or per week.

Section 16.13

~~Nothing in this Article or in this Agreement shall be interpreted as prohibiting or in any way restricting EMS supervisors from performing bargaining unit work.~~

Section 16.13

EMS employees assigned to twenty-four (24) hour shifts shall be permitted to rest or sleep between calls providing all regular shift duties have been completed for the day. EMS Pilots shall also be permitted to sleep between calls.

ARTICLE 17

SHIFT EXCHANGE

Section 17.1

The trading of time between employees will be permitted in accordance with the following provisions:

- a. EMTs ~~and Paramedics~~ can exchange shifts with each other. Paramedics can exchange shifts with each other. EMS pilots can exchange shifts with each other.
- b. All exchanges must be requested in writing on the EMS shift exchange request form and approved or denied at the sole discretion of the County. Exchange forms, once approved or denied, shall be returned to the employee requesting the exchange. Forms shall include written explanation for denials if appropriate.
- c. Employees are prohibited from paying another employee to work any portion of their shift. Only exchanges of time will be permitted.
- d. No employee may be scheduled to be ~~on duty~~ at work for more than two (2) consecutive shift exchanges or be off duty for more than five (5) consecutive shift exchanges except for educational purposes and in regular swaps arranged during months when both parties are schedule to work in Boca.
- e. ~~No employee may be scheduled to work on any shift other than his / her regularly assigned shift for more than a combined total of three hundred thirty-six (336) hours per year not to include those approved swaps for educational purposes.~~
- e. Employees will be responsible for all record keeping of proper exchanges as permitted by the Fair Labor Standards Act.

- f. Shift exchanges for employees reporting late for work will not be permitted.
- g. It shall be the sole responsibility of an employee working for another employee as the result of a swap to make contact with any other employee who may be affected by their arriving late at the next shift as the result of a swap. This contact shall be made in each and every case and shall be made as early in the shift prior as possible. If the employee they are relieving is unable to stay over and cover for the employee involved in the swap, that employee shall bear the sole responsibility to contact another employee to come in early for them so as to allow them to make their second shift on time. Under no circumstances shall employees be paid overtime for holding over for another employee who is late to arrive at their station due to a shift exchange. Employees who develop a pattern of causing their fellow employees problems related to their failure to arrange hold-over coverage, may, at the discretion of the County, have their ability to enter into shift exchanges suspended for a period as determined by Management. An employee that enters into a shift exchange that causes the employee to leave work early in order to meet the trade or duty obligation at another station shall ensure that the units are staffed without any overtime pay obligation to the County.
- h. Shift exchange for shift exchanges are not permitted except in situations where the employee is unable to cover the swapped shift due to situations as outlined in (17.5). In such situations the employee who is scheduled to cover the shift must get approval from the on-duty Captain prior to arranging the shift exchange for shift exchange.
- i. Only the employee who initiates the shift exchange may cancel the exchange.

- j. Shift exchange forms should be handed in to the appropriate supervisor for approval.
The use of other means to get a form to a supervisor is discouraged.

Section 17.2

Exchange requests should be submitted on the County form ~~seventy-two (72)~~ no less than sixty (60) hours and no more than sixty (60) calendar days in advance of the requested exchange; provided that a shift exchange may be approved with less than the requested notice in the sole discretion of the shift supervisor on the shift where the exchange is taking place. If the exchange is approved, it is the responsibility of the employee to notify the other employee involved in the exchange. Except for the residual exchange provided in Section 17.1(h), a shift exchange must be fully approved and signed by all of the following taking place:

STEPS FOR SIGNATURES AND APPROVAL:

1. The employee wishing the shift exchange.
2. The employee agreeing to the exchange.
3. The Captain or designee on the shift where the exchange is taking place.

Section 17.3

Off duty management will not be called to gain approvals for a shift exchange. In extreme situations approval by telephone is allowed as long as proper documentation is provided before the time of the exchange. In extreme situations, the EMS Manager or Operations Manager may, when present, approve a shift exchange.

Section 17.4

An employee scheduled to work a shift exchange is not eligible for any type of paid leave.

Section 17.5

In the event an employee scheduled to work for another does not report to work, the employee who agrees to cover the hours as provided in Section 17.2 will be charged vacation leave at a rate of one point five (1.5) hours for each hour that the employee failed to work (eighteen (18) hours for failure to report on a twelve (12)-hour shift and thirty-six (36) hours for failure to report on a twenty-four (24)-hour shift). ~~In addition to the hours charged against the employee's vacation bank, the employee shall also have an equal amount charged against their yearly allotted total permitted shift exchange hours.~~ If mandatory call-in is required to cover the vacancy, the employee will be charged double time ~~both against their vacation and their yearly allotted total permitted shift exchange hours.~~ If vacation leave is exhausted, it will be deducted from "first earned" hours of future accrual. The County policy relating to tardiness, call-ins and absenteeism under Article 13 will be applicable. Employees on bereavement are exempt from their exchange obligation. They will be charged normal bereavement time at the rate of hour for hour and will not be charged vacation time or bank time.

Section 17.6

The County will not be responsible for any monetary loss incurred by any employee due to the failure of an employee to pay back shift exchange time for any reason. Employees owed shift exchanges must get exchanges paid back within one (1) month of the promotion of either employee involved in the shift exchange or forfeit the return exchange, provided that any return exchange after promotion will not require the County to incur any overtime nor will the County be required to change any schedule in order to accommodate a return exchange.

ARTICLE 18

VACATION LEAVE

Section 18.1

Regular, full-time employees on the active (*i.e.*, receiving a regular paycheck) payroll shall accrue vacation hours according to the following schedule:

<i>LENGTH OF SERVICE</i>	<i>ANNUAL VACATION HOURS</i>		<i>ACCRUAL PER PAY PERIOD</i>	
	<i>40/42</i>	<i>56</i>	<i>40/42</i>	<i>56</i>
1 Year	96.2	134.68	3.70	5.18
5 Years	120.12	168.17	4.62	6.47
10 Years	144.04	201.65	5.54	7.76
15 Years*	156.26	218.66	6.01	8.41
20 Years	168.22	235.56	6.47	9.06

Employees accrue vacation hours from their first day of full-time employment, but are not eligible to use vacation time until they have completed six (6) months of service with the County.

~~*Effective upon ratification.~~

Section 18.2

Upon ratification, employees may select vacation dates for annual leave of ~~at least five (5)~~ a minimum of three (3) shifts for twenty-four (24) hour personnel and ~~seven (7)~~ five (5) shifts for twelve (12) hour personnel before the following fiscal year (October 1 through September 30). Requests for annual vacation must be received in the Administrative Office on August 15th or the next business day if the 15th falls on a Saturday, Sunday or Holiday, prior to the end of the business day on the last business day of the deadline. Those employees who select vacation dates will have dates awarded on a seniority basis. Dates requested after October 1 will be granted on a first request/first honored basis. The County reserves the right to refuse the requested dates other than those assigned following the annual requests, and to assign vacations based on staffing requirements, anticipated work load, and current status of operations and vacation opportunities for all bargaining unit employees.

Upon the County's suspension of the employees' right to request vacation leave, any swap time requested by employees during the time of suspension will be granted.

Section 18.3

If annual vacation has not been scheduled, requests for use of additional vacation time must be submitted to the EMS Shift Captain or designee, in writing, using a two-part form supplied by the County no later than forty-eight (48) hours prior to the start of the shift for which vacation is requested. One copy of the vacation request form shall be submitted to the employee's Shift Captain or designee and the second copy is to be retained by the employee. The EMS Shift Captain or designee ~~may at his/her discretion~~ can approve vacation leave with less than forty-eight (48)-hour notice in extenuating circumstances.

Section 18.4

Vacation leave must be taken in minimums of twelve (12)-hour increments for twenty-four (24)-hour shift employees and eight (8), ten (10) and (12) hour increments for forty (40)- and forty-two (42)-hour shift employees (depending on shift length).

Section 18.5

The top ~~four (4)~~ six (6) senior twenty-four (24)-hour shift employees who request vacation dates as described in Article 18.2 or 18.3; and the top one (1) senior twelve (12)-hour shift employee, (except EMS Pilots), who requests vacation dates as described in Article 18.2 or 18.3, shall be considered “locked in” for those dates ~~as of October 1~~ once approved. An additional employee (either 12-hour or 24-hour shift) will be granted time off upon requesting under Section 18.3 so long as the County does not incur overtime to allow the other employee off.

Section 18.6

As of the last day of the last complete pay period in December each year, vacation leave accrual cannot exceed three hundred thirty-six (336) hours for fifty-six (56)-hour employees and two hundred forty (240) hours for forty (40)- or forty-two (42)-hour employees. Each employee should carefully monitor his/her accrued hours and promptly notify the EMS Operations Manager if they begin to approach this limit.

Section 18.7

No employee shall be granted Vacation Leave during the same holiday period in two (2) consecutive years. For the purposes of this Section, holiday periods shall be defined as follows:

Holiday	Vacation Period Included in This Section
Fourth of July	July 1st through July 7th
Thanksgiving	4th Tuesday in November through the 4th Sunday in November
Christmas	December 21st through December 28th
New Year's	December 28th 29th through January 3rd

Employees who are granted vacation leave during one of the periods listed above will not be granted vacation leave in the same period in the following year, unless no other employee requests vacation dates during these periods.

Section 18.8

Employees who are involuntarily shift changed and have been approved for vacation leave prior to the change of shift, shall be granted the same time frame of vacation leave on their new shift. Vacation leave will be honored even if granting the leave causes more employees to be off for that time period than would otherwise be permitted.

Section 18.9

Employees who submit requests for vacation outside the provisions of Section 18.2 shall be granted vacation on a first-come, first-served basis if time is available as outlined in 18.5. Employees shall be considered “locked in” for dates requested and granted. The date of the request shall be considered granted on the date that a supervisor or the EMS Operations Manager signs the vacation request form submitted by the employee. Once a vacation has been granted under this Article, another employee cannot bump the employee from the scheduled vacation time.

Section 18.10

Employees, including non-probationary employees who are dismissed for reasons other than theft, or who resign or retire, shall be paid for all accrued vacation earned but not yet taken prior to the date of dismissal, resignation or retirement. Employees who die while employed with the County shall have all accrued vacation hours earned but not yet taken at the time of their death, paid to their designated beneficiary. Such compensation shall be paid at the employee's current rate of pay at the time of separation.

Section 18.11

An employee who takes vacation leave on a holiday shall be compensated therefor with holiday pay as outlined in the Holiday Article of this Agreement.

Section 18.12

Employees who are sick but have exhausted accrued available sick leave hours may utilize accrued vacation hours to cover their absence.

ARTICLE 19

HOLIDAYS

Section 19.1

Employees are entitled to the following paid holidays on an annual basis:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	As designated
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Dr. Martin Luther King's Birthday	As designated

In addition to the days listed above, bargaining unit employees shall also be granted holidays as per the provisions of this Article for any other day declared a holiday by the Board of County Commissioners and granted as a holiday for other County employees, and shall also lose any holidays that are taken away from the other non-exempt County employees.

Section 19.2

According to the day of the week that both Christmas and New Year's Day fall on, an extra holiday will be granted. The schedule is as follows:

<u>Day Holiday Falls On</u>	<u>Days Granted</u>
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday

If a holiday occurs on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday for employees who normally work Monday through Friday. For employees

who are regularly scheduled to work on Saturday or Sunday, the employee will be compensated as on any other holiday.

Section 19.3

Employees on an unpaid leave of absence or on layoff are not eligible to receive holiday pay. Absence for any reason other than approved vacation, bereavement or civic duty on the ~~employee's last scheduled work day before the holiday, the holiday, or first scheduled work day after the holiday~~ will result in the loss of holiday pay. Employees that work the holiday will receive holiday pay.

Section 19.4

Employees will be paid holiday pay on the average number of hours regularly scheduled to work per week as set forth below:

- (a) Forty (40) hours average per week - Eight (8) hours
- (b) Forty-Two (42) hours average per week - Eight point four (8.4) hours
- (c) Fifty-six (56) hours average per week - Eleven point two (11.2) hours

If an employee works on a scheduled holiday, he/she will receive time and one-half (1-1/2) for all hours worked on the holiday up to the maximum set forth in subsections (a) through (c) above, in addition to the holiday pay set forth above. All hours worked on a holiday in excess of the hours set forth in (a) through (c) above will be paid at the straight-time rate.

ARTICLE 20

PAY PLAN

Section 20.1

Employees will be paid according to the same schedule as all other County employees.

Section 20.2

Employees on each pay day will receive, in addition to their check, a statement showing gross pay, deductions and net pay. Federal and Social Security taxes will be deducted automatically. No other deductions will be made unless required or allowed by law, contract or employee obligation. Employees may elect to have additional voluntary deductions taken from their pay only if they authorize the deductions in writing, and if the additional deductions are approved by the County.

Section 20.3

Employees who discover a mistake in their pay check, lose their pay check or have it stolen should notify Payroll immediately. In the case of a mistake, the error will be processed in the next payroll processing period after notification. In the case of loss or theft, Payroll will attempt to stop payment on the check and reissue a new one to the employee. However, the employee is solely responsible for the monetary loss and the County is not responsible for the loss or theft of a check.

Section 20.4

Employees who are eligible for vacation leave may receive an advance on their vacation pay so long as an approved request for it is submitted to Payroll at least three (3) weeks prior to the commencement of the vacation.

Section 20.5

A. The following are the job classifications and the minimum and maximum of the range for those classifications:

COUNTY CLASSIFICATIONS AND RANGES

<u>Job Classification</u>	<u>Minimum</u>		<u>Maximum</u>	
Ambulance Maintenance Worker	\$23,458.00	<u>\$24,960.00</u>	\$35,075.00	<u>\$38,480.00</u>
Aircraft Mechanic	\$36,585.00	<u>\$37,536.00</u>	\$55,800.00	<u>\$59,280.00</u>
EMT	\$25,400.00	<u>\$27,664.00</u>	\$38,735.00	<u>\$39,312.00</u>
Paramedic I	\$29,210.00		\$44,450.00	
<u>Paramedic</u>	<u>\$33,750.00</u>	<u>\$37,856.00</u>	<u>\$50,625.00</u>	<u>\$56,784.00</u>
EMS Pilot	\$45,220.00	<u>\$48,048.00</u>	\$67,830.00	<u>\$73,164.00</u>

The County reserves the right to start new employees within the established ranges, based upon education, experience, skill and training up to and not to exceed the mid-point of the range. The hourly rate is based on the employee's annual wage divided by 2,912 for twenty-four (24)-hour employees, the employee's annual wage divided by 2,184 for twelve (12)-hour employees, and an annual wage divided by 2,080 for eight (8) and ten (10)-hour employees.

~~The County will review the maximum of the salary ranges for Ambulance Maintenance Worker and Aircraft Mechanic based on relevant market data. The Union and the County will complete a Memorandum of Understanding to effect any changes effective at the execution of such an Agreement.~~

B. ~~Effective for the second and third contract years, upon ratification,~~ each employee will receive the same CPI increase given to all non-exempt County employees for the 2003-2004, 2004-2005, and 2005-2006 contract years. In addition to the CPI increases listed above, all bargaining unit employees shall receive an additional three percent (3%) per year general wage increase for the 2003-2004, 2004-2005, and 2005-2006 contract years. These CPI and General wage increases will be effective October 1 of each of the second and third contract years. Nothing in this Section will result in any employee exceeding the maximum of the pay range under the Section above. Retroactive to October 1, 2003 all bargaining unit

employees will receive a CPI and a three percent (3%) increase for the first year of the contract.

~~C. Upon ratification and approval by the Board, the County will make a one time market adjustment to the base annual wage of the bargaining unit positions to the positions below; as long as this base annual wage does not result in any employee exceeding the maximum of the pay range under the Section above.~~

Ambulance Maintenance Worker	25%
Aircraft Mechanic	25%
EMT	25%
Paramedic	25%
EMS Pilot	25%

C. In contract year 2004-2005, 2005-2006, the County and the Union will conduct a salary survey of similar work positions using the following ALS EMS/Fire Departments: Lee County Fire Departments, Collier County Fire Departments, Collier County EMS, Manatee County EMS, Palm Beach County Fire/Rescue, City of St. Petersburg, Seminole County, Brevard County, Leon County, Manatee County, Miami-Dade County, Orange County, City of Orlando, and Pinellas County.

The survey will be done in the first quarter of each year and ready by April 1st of each year. All bargaining unit employees will receive a minimum of three percent (3%) for general wage increase, each year or greater if the survey shows an increase above three percent (3%) is necessary.

Section 20.6

When an employee is promoted to a classification with a higher entry level wage, his/her current wage shall either be advanced to the new minimum or increased by ten percent (10%), whichever is greater.

Section 20.7

When an employee is demoted, either by the County or voluntarily, the employee's rate of pay shall be reduced by ten percent (10%), with their rate of pay not to exceed the maximum nor to be less than the minimum of the lower classifications pay range.

Section 20.8

Employees transferred between the work shift schedules hourly rates of pay changed accordingly:

- A. The employee's base annual wage is calculated by multiplying their hourly rate, (minus any adders) by the work shift variable defined in Section 20.5 of this Article.
- B. This base annual wage should then be divided by the new work schedule's variable to produce their new base hourly rate.

If applicable, adders will be totaled into this amount to reveal the new total hourly rate for the employee.

ARTICLE 21

INSURANCE

Section 21.1

The County will provide each full-time eligible employee on the active County payroll group life insurance coverage for bargaining unit employees at no cost to the employee. If benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the County and the insurance company.

Section 21.2

The County will continue to provide health, dental, vision, prescription medication, short- and long-term disability insurance and life insurance for full-time employees in the manner in which those benefits are provided to all other full-time County employees. In addition, the County will continue to provide shared-cost health insurance for Dependents in accordance with County policy.

Section 21.3

Life and Accidental Death and Dismemberment insurance benefits that are based on the employee's annual salary, will be equal to one times the employee's base annual wage, calculated to include the employee's annual regular occurring overtime, rounded up to the next \$1,000.00.

Section 21.4

The County will provide full-time eligible employees on the active County payroll with long term disability coverage at no cost to the employee. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the County and the insurance company.

Section 21.5

The County retains the right to cancel or modify any of the insurance contracts, policies or coverages set forth in Sections 21.1, 21.2, 21.3 and 21.4 and replace it with a new policy, provided the same change is made for non-contractual County employees. In the event a change is made, there will be no lapse in coverage. It is recognized that certain management personnel have a different life insurance program than that set forth in Section 21.3.

Section 21.6

~~In addition to the life insurance and long term disability insurance listed in Sections 21.3 and 21.4 above, the County will provide one hundred percent (100%) of the premium cost for a \$100,000.00 life insurance policy to cover each employee assigned to the Air 4 Helicopter. The insurance will only cover these employees when they are assigned to and are operating in and/or around the County Air 4 Helicopter, as defined in the policy. Any employee receiving the \$100,000.00 coverage under this Section will not receive coverage under the Accidental Death and Dismemberment policy.~~

The County will continue to provide employees with no-cost life insurance in accordance with the levels as outlined in the County's worker's compensation insurance policy and in other County policies.

Section 21.7

Full-time employees will be eligible for insurance coverages set forth in Sections 21.1 through 21.5 on the first of the month following ~~two (2)~~ one (1) full month of employment with the County.

Section 21.8

The County agrees to continue to provide the option to purchase term life insurance, **provided** ~~at least one hundred (100) County employees continue to purchase this benefit.~~ If benefits are

insured by an insurance company, all benefits are subject to the provisions of the policies between the County and the insurance company.

Section 21.9

Employees will continue to be permitted to participate in the Pretax Premium Plan that allows medical and dental insurance premiums to be deducted from the employee's gross pay before taxes are calculated. This benefit will be provided only so long as the County continues to offer these programs to all County employees.

Section 21.10

If there is any conflict between the provisions of this contract and the provisions of any insurance policy which provides coverage under this Article, the provisions of the insurance policy will apply.

Section 21.11

In the event an employee should receive an on-duty injury/illness which qualifies them for Federal disability benefits, or die in the line of duty, the County agrees to work closely with the employee's family and the Union in an effort to secure any and all benefits available under the Department of Justice Public Safety Officer Death/Disability Benefit. The County will not be obligated for any costs under this Section.

ARTICLE 22

PENSION

Section 22.1

During the term of this Agreement, eligible employees shall continue to participate in the Florida Retirement System.

Section 22.2

The County will contribute as required by the provisions of the plan.

Section 22.3

The County agrees to ~~continue to~~ provide employees the ability to participate in the NACO, ICMA, or Nationwide IAFF/FC Deferred Compensation plans as currently offered. If ~~either or both~~ any are stopped or modified for all other County employees, the same change will affect the bargaining unit. If an additional plan is offered to all other County employees, it will also be offered to the bargaining unit.

ARTICLE 23

TRAINING, LICENSURE AND CERTIFICATION

Section 23.1

Employees within the bargaining unit are required, as a condition of continued employment, to maintain currency in all certifications and licenses required by federal or state statute, rule or regulation and all necessary or special requirements of the job description for the position in which they are currently employed at the County. It is the employee's responsibility to assure that copies of all certifications and licenses required for employment are ~~given to~~ current and on file with the EMS Administrative Assistant or designee. ~~on or before expiration of the certification or license.~~ The County will provide the employee with a receipt documenting the employee's compliance at the date and time of compliance. The employee will deliver the original or a copy of the certification or license to the EMS Administrative Assistant during normal business hours. EMS copy facilities can be used by the employee to make necessary copies.

Section 23.2

The County will supply employees with required documentation for biannual recertification for all County-sponsored programs successfully completed. These documents will contain Medical Director approval; proof of successful completion; date class completed; and assigned number of Continuing Education Units (CEU). These documents will be provided to employees prior to the deadline for recertification if the employee completes the program(s) within County-specified timeframes. If the employee fails to complete the program as specified, no CEU credit awarded.

Section 23.3

It is the responsibility of the employee to comply with all statutes, rules and regulations for certification and licensure as an EMT, Paramedic or Pilot including, but not limited to the

application completion process, payment of fees, providing all necessary documents, etc. to retain the required licenses and certifications.

Section 23.4

The County will provide a minimum of six (6) off-duty general in-service programs during the course of each fiscal year. The County will assure that the Medical Director(s) provide CEU credit when applicable, and these CEU credits may be used by the employee toward their recertification. Employees who attend the live-in services will have five (5) duty shifts from the last day of in-service to successfully complete the required online testing and any make-up assignments before CEU credit will be awarded. Anything completed after the five work shifts will not be eligible for CEU credit.

EMTs and Paramedics attending live in-service sessions will be paid their regular hourly rate; and if applicable, overtime as specified in Article 16, Section 16.4.

Section 23.5

Each general in-service session will be recorded and made available at each EMS station for on-duty review. All Paramedics, EMTs and Pilots are required to complete the following items within ten (10) work shifts after the last day of live in-service:

- (1) View the in-service recording;
- (2) Successfully complete the on-line test; and
- (3) Complete any make-up assignments

Paramedics, EMTs and Pilots who do not complete this assignment within ten (10) duty shifts are not exempt from completing the work assignment; will be held accountable for all material provided during the in-service; will be subject to disciplinary action as specified in Article 15, Discharge and Discipline; and will not be eligible for CEU credit.

Section 23.6

The EMS Medical Director(s) will, at their sole discretion, determine the amount of CEU credit awarded for each general in-service and outside programs completed by Paramedics and EMTs.

Employees desiring CEU credit for outside programs must submit a written request to the Deputy Chief of Training within three (3) work shifts prior to the date of the program. Each request must include the following:

- 1) Course outline or objectives.
- 2) Instructor(s) and sponsoring agency.
- 3) Course brochure or flyer.

Section 23.7

Employees who have obtained instructor levels in EMS related certifications may be utilized by the County in continuing educational or public educational classes or training programs sponsored by the County. Employees who are required by the County to teach a County-sponsored course or training program will be compensated at one and a half (1½) times the normal hourly rate of pay. Employees who contract with outside agencies (hospitals, fire departments or districts, etc.) to teach a class or training program, will not be paid by the County for this class or training program.

ARTICLE 24

EDUCATIONAL REIMBURSEMENT

Section 24.1

The County agrees to provide educational assistance to eligible employees in accordance with established guidelines. To be eligible for educational assistance, employees must be a full-time, non-probationary employee. Eligible employees may only be reimbursed for courses of study towards their degree or to further their career as set forth in Article 38 ~~which the County in its sole discretion determines are directly related to the employees' present job~~ and are offered by accredited institutions of learning, as defined by the U.S. Department of Education in the reference text "National Center for Education Statistics Directory of Post Secondary Institutions."

Section 24.2

Employees who desire educational assistance must have prior approval of Human Resources before enrollment. Such approval will not be granted without a positive recommendation by the Deputy Director of Public Safety. The County will consider the following factors in evaluating requests for educational assistance:

- 1) The nature and purpose of the course study.
- 2) The benefits to be derived by the employee and the County.
- 3) The employee's level of responsibility and length of service.
- 4) The estimated cost, and availability of funds.
- 5) Any potential lost time or productivity while the employee attends the program.

Section 24.3

Employees will be reimbursed for the tuition, laboratory fees, books and required course materials only at the actual rate, not to exceed rates at the University of South Florida.

Reimbursement will be made at the following percentages for grades achieved:

- 1) A grade of C = Eighty percent (80%) of the allowable reimbursement.
- 2) A grade of B = Ninety percent (90%) of the allowable reimbursement.
- 3) A grade of A = One hundred percent (100%) of the allowable reimbursement.
- 4) Passing a pass / fail course would qualify for one hundred percent (100%) of allowable reimbursement.
- 5) There will be no reimbursement for grades lower than a C or incompletes, withdrawals or failing a pass/fail course.

Section 24.4

Employees seeking reimbursement of educational expenses must submit to Human Resources a certified transcript of their grades and receipts for expenses incurred. The County will then reimburse to the employee the allowable cost of tuition, laboratory fees, books and required course materials.

Section 24.5

Employees who are terminated for cause during employment will not be reimbursed under this Article. Employees who are laid off or who are unable to complete an approved course because of a transfer or change of shift will be reimbursed for the full amount of costs incurred to the date of layoff, transfer or change of shift. Employees who, prior to completing an approved course, voluntarily leave the County for any reason other than lay off will not be reimbursed for the expenses associated with the course.

Section 24.6

Employees seeking reimbursement for educational expenses agree to repay the County in full if they leave the County voluntarily or are terminated for cause within one (1) year from the date of reimbursement. Employees will be required to sign an "Agreement for Reimbursement of Educational Assistance" before receiving payment from the County for educational expenses.

Section 24.7

Employees are expected to schedule class attendance and the completion of study assignments outside of their normal working hours. Shift exchange may be used under the conditions set forth in Article 17 for educational purposes. Educational activities must not interfere with the employee's work. Unsatisfactory job performance as a result of schoolwork during enrollment may result in forfeiture of educational assistance.

Section 24.8

Records of all educational programs completed by each employee will be maintained by Human Resources and the Division of Public Safety in the employee's training and certification file.

Section 24.9

The County will hold a Brian Brunick Memorial ALS Competition. The top performing team will participate in the annual ClinCon ALS Competition. This team will consist of the four top-performing Paramedics selected during this annual, in-house one-hour competition.

The winning team will represent LCEMS both in the Bill Shearer ALS Competition, as well as promotional / recruitment activities with management. These will include, but not be limited to, staffing the LCEMS Recruitment Booth in Convention Exhibitor Hall during the week of ClinCon. The County will provide travel reimbursement and tuition to the medical conference for winning team members. All travel reimbursement will be consistent with County policy.

Section 24.10

To address staffing shortage issues, the EMS County Awards grant will be allocated for funding ten (10) employees annually to attend Paramedic School; this program is conditional upon Lee County EMS being awarded the State grant. This program will be in effect until the staffing shortage is abated. Those employees in the EMT classification are eligible to apply for this scholarship, which will be awarded on a "first come first served" basis, with seniority prevailing. If the employee voluntarily leaves County employment within three (3) years of the graduation date, he or she shall be required to reimburse the County for the expenses on a monthly, prorated basis.

ARTICLE 25

WORKERS COMPENSATION

Section 25.1

Any employee injured while engaged in the course and scope of his/her employment shall be paid for the employee's full schedule of hours for the day of the accident if a County workers' compensation authorized physician advised that he/she could not or should not return to work that day.

Section 25.2

Employees who sustain an on-the-job illness or injury shall return to light duty work if a light duty position is available within the County which the individual is qualified to perform and provided that they are cleared for light-duty by their physician and that the performance of the duties of the available position do not negatively impact the illness or injury. Employees who sustain an on-the-job injury and are then placed on light or limited duty, will receive their regular wage for all hours worked. Employees who sustain an on-the-job injury and are then placed on light or limited duty will be eligible to receive additional workers' compensation benefits as provided by law and may supplement payments with sick leave and then vacation leave sufficient to provide the employee's pre-injury wage. ~~weekly straight time compensation.~~ Human Resources, in cooperation with the EMS Operations Manager, may place the employee in a limited duty position within the employee's stated restrictions and qualifications, if available. While the employee is off duty due to illness or injury, the employee will stay in weekly contact with the EMS Operations Manager, County Employee Health and Wellness Nurse and the County's designated Claims Adjuster to update status. When a physician advises that an employee is ready to return to work, the employee

will provide the Employee Health and Wellness Nurse with a return to duty work slip notice from the employee's physician, stating any physical limitations. The return to work slip will be presented to the Employee Health and Wellness Nurse prior to returning to work. The employee will receive a Return to Duty release from the Employee Health Nurse.

Section 25.3

~~Those employees who sustain an off-the-job illness or injury that is expected to make the employee unable to return to full duty for a period greater than two (2) weeks, may be eligible for the County's return to work limited duty program as limited duty work positions are available. Employees who sustain an off-the-job injury and are offered and accept temporary light duty under this Section may use their accumulated sick leave and then vacation leave in amounts necessary to assure that the employee continues to receive his/her full weekly pre-injury straight time compensation. While the employee is off duty due to his/her personal illness/injury, the employee will stay in contact with the EMS Operations Manager to update his/her status. When a physician advises the employee is going to be disabled longer than two (2) weeks and will then be able to return to work, he/she will provide the Employee Health and Wellness Nurse with the return to work slip from his/her physician stating his/her physical limitations. At that time, the contact, in cooperation with the EMS Operations Manager, may, at the County's sole discretion, place that employee in a limited duty position. It is the intent of the County to comply with the Americans with Disabilities Act in administering this Section.~~

Section 25.4 3

Employees placed in limited duty work positions as per Sections 25.2 or 25.3 of this Article will not be required to work more hours per week than they would normally average over a two (2) week period while on full regular duty. Employees working in limited duty positions because of a work related injury or illness may have their earned wages supplemented by Worker's Compensation receive wage loss benefits under the provisions of Florida Statutes, Chapter 440. ~~Employees placed on limited duty will be paid their current rate or the highest rate of pay in the classification to which they are assigned, whichever is lower.~~

Section 25.5 4

Employees who sustain a job related injury or illness or are involved in a job related accident shall immediately inform their supervisor of the injury or accident. A Worker's Compensation Notice of Injury form shall be completed immediately and forwarded to Risk Management and Lee County Employee Health.

Section 25.6

~~Employees injured on the job or who suspect or believe they may have been injured, shall comply with the Lee County Workers Compensation Employee Handbook, so long as the provisions of that handbook do not conflict with the provisions of this Article.~~

Section 25.7

~~If an authorized physician certifies the inability of an employee to work, the employee may continue to receive their full regular pay for up to forty-eight (48) hours. The employee's sick hours and, if exhausted, then vacation leave shall be charged with one (1) hour for each two (2) hours paid, to the forty-eight (48)-hour pay maximum for the first seven (7) calendar days. On the eighth (8) calendar day off of work, employees will revert to workers' compensation indemnity benefits for~~

partial or total disability as outlined in Florida Statutes, Chapter 440. If the employee is reimbursed for the first seven (7) days by workers compensation, that reimbursement must be endorsed to the County and the employee's sick/vacation leave account, as appropriate, will be credited for the time charged.

Section 25.8 5

Employees who are receiving Temporary Total Disability (TTD) benefits, as outlined in Florida Statutes, Chapter 440, may elect to utilize accrued sick and/or vacation time to make up the difference between their regular gross wages and their TTD benefits.

Section 25.9

~~All Workers' Compensation premiums are to be paid by the County. After receiving payment as authorized in Section 25.7 above, beginning the second week of temporary disability as a result of a work-related injury covered by Workers' Compensation through the time the employee is released to a modified or regular duty or reached maximum medical improvement, the employee may receive pay at his/her regular straight time rate for one-third (1/3) of the hours that he/she would have regularly worked prior to the injury, not to exceed the maximum amount allowed by state law.~~

~~The purpose and intent of this additional thirty-three and one-third percent (33 1/3%) of hours pay is to provide an employee who sustains a compensable injury with the option of receiving pay which approximates the employee's pre-injury normal pay after taxes. If the employee selected the option, the employee's sick leave accrual and, when exhausted, vacation leave accrual will be charged for the necessary hours. Should changes occur in the federal withholding and FICA/Medicare regulations and laws regarding taxability of Workers' Compensation benefits, the parties will meet to discuss an appropriate adjustment to the formula set forth above.~~

Section 25.10

~~Employees who are assigned to light or limited duty positions as a result of an on-the-job injury or illness and who are scheduled for a physician ordered appointments and/or physician ordered therapy (related to the on-the-job illness or injury) may be released from light or limited duty work to attend such appointments or therapy without the use of sick or vacation benefits or loss of pay. To be eligible for full pay, the employee must attempt to schedule the appointments during non-work hours. If the appointment cannot be scheduled during non-work hours, the appointment must be scheduled at the beginning or end of their regular light or limited duty work schedule such that they can come to work prior to or after completing the appointment or therapy. The maximum time off with pay under this Section is two (2) hours per day.~~

Section 25.11 6

The County will cover any swap currently approved for an employee who sustains a workers' compensation-approved injury or illness within a seventy-two (72)-hour window following the incident. The swap(s) will be covered until the employee can return to duty.

ARTICLE 26

UNIFORMS AND EQUIPMENT

Section 26.1

The County will furnish all new full-time employees in job classifications Paramedic and EMT the following:

- Three (3) Pair Uniform Pants
- Three (3) Uniform Shirts
- One (1) Jacket
- One (1) Badge
- One (1) Name Tag/Collar Brass
- One (1) Jump Suit
- One (1) Protective Rain Jacket
- One (1) Protective Extrication Jacket
- One (1) Incident Command Accountability Tag
- One (1) Protective Helmet
- One (1) Polo Style EMS Blue Shirt
- ~~One (1) Navy Blue Uniform Shorts~~
- Appropriate flight suits and helmet for employees assigned to Air 4.

Employees assigned to the twelve (12) hour schedule will be furnished with a total of three (3) pair of uniform pants and uniform shirts upon assignment, and one (1) jump suits for rotation to night shifts upon being assigned.

The County will provide one (1) Polo style EMS blue shirt to all LCEMS employees. The Polo style shirt will be worn during off-duty Signal 15's, as approved by management.

Section 26.2

The County will furnish all new full-time employees in the job classification Emergency Medical Services Pilot, uniforms as set forth below:

- One (1) Flight Jacket
- One (1) Badge
- One (1) Name Tag/Collar Brass
- Four (4) Flight Jump Suits

Two (2) Pair Uniform Pants
Two (2) Uniform Shirts

Section 26.3

The County will furnish all new full-time employees in job classifications Ambulance Maintenance Worker and Aircraft Mechanic uniforms as set forth below:

Four (4) Pair Uniform Pants
Four (4) Uniform Shirts
One (1) Jacket
One (1) Badge
One (1) Name Tag
One (1) Protective Rain Jacket
One (1) Pair Protective Safety Shoes

Section 26.4

The County will provide employees with a yearly uniform allowance of \$300.00 which they may utilize to purchase uniforms from a County-specified and County-approved uniform vendor or vendors, to include approved belts and boots. The employee shall be allowed to purchase any approved uniform items at his or her discretion provided that approved boot purchases shall be limited to one pair per year. Issued equipment damaged due to negligence or loss shall be replaced at the employee's expense and not from uniform allowance. Issued equipment damaged in the line of duty will be replaced by the County and not from uniform allowance. Employees who misplace collar brass may utilize their Uniform Allowance to replace one set per year.

The County agrees to provide employees who are pregnant three (3) new maternity uniform pants, three (3) new maternity uniform shirts, and one (1) new maternity jumpsuit. The issued maternity uniforms will be paid for by the County and not from the uniform allowance.

Section 26.5

Other equipment listed previously will be replaced on an as-needed basis. Employees requesting equipment replacement may be required to exchange their old equipment in order to get it replaced. Equipment damaged due to negligence or loss shall be replaced at the employee's expense.

Section 26.6

Employees who turn in uniforms for cleaning or disposal in accordance with the County Bio-Hazard Protocol shall have the uniform replaced or returned within a reasonable amount of time.

Section 26.7

Employees shall always be permitted to purchase, at employee cost, additional uniforms as outlined in this Article from a supplier selected by the County, if the employee requires or desires uniforms in excess of those provided in this Article.

Section 26.8

The County agrees to make available, when completed, at the station or post a current copy of the following documents within ninety (90) days of the signing of this Agreement:

- Lee County Public Safety/EMS Standard Operating Procedure Manual.
- Lee County EMS Medical Protocol

The EMS Standard Operating Procedure Manual and the EMS Medical Protocol may be changed or modified, by the County, as long as such changes do not conflict with any specific term of this Agreement. The Union will be given a copy of any changes in the Standard Operating Procedure or Medical Protocol for information purposes prior to the effective date of any change.

Section 26.9

When the employment relationship is terminated for whatever reason, the employee will be responsible for the return of all equipment furnished under this Article to the County. All equipment must be returned in good condition and all uniforms will be cleaned and pressed prior to receipt of the final County pay check.

Section 26.10

Employees will be required to wear issued uniforms while on duty, special assignments and Air 4. Employees are to report to work in a clean and pressed uniform with a neat appearance. The employee will be required to wear a white crew neck T-shirt under his/her uniform top. When wearing night uniforms the crew members may wear a dark color crew neck T-shirt under the night gear.

A black belt as part of the day uniform and footwear will consist of black shoes or boots with non-slip type soles. Heels on the footwear are limited to a maximum height of one and one half inches (1 ½"), and the toes must be closed to prevent injury to the foot. Shoes must be kept clean and in good repair. Footwear must be free of accessories such as chains, large buckles, toe caps etc. If the employee chooses to wear low cut shoes they will be required to wear solid dark blue or black socks.

All employees must also report to work with a watch that contains a second counter and black ink pens as required for paperwork.

In extreme weather conditions employees are allowed to supplement their uniforms with long underwear that is to be worn under the uniform. Long underwear tops or sweat shirt colors will consist of solid dark blue or white. Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

Personnel assigned to air operations will be issued a flight suit and helmet to be worn during all operations of helicopter per protocol.

No regular jumpsuit will be worn until dusk hours unless otherwise directed.

Section 26.11

Except as provided herein, no jewelry of any type may be worn while on duty. A wedding ring, wrist watch and/or medic alert bracelet may be worn but no other will be permitted. Necklaces shall be permitted so long as they remain tucked into the employee's t-shirt. Female employees may wear one pair of matched post earrings, one in each ear, not to exceed 3/16 inch in diameter.

Section 26.12

An employee is responsible for the damage or loss of property or equipment due to misconduct or misuse of the equipment on the part of the employee. Equipment is defined as any material good(s) owned and operated by Lee County. Property is defined as any valuable right and interest of the County, its residents or visitors. An employee may be required to pay up to a maximum of \$250.00 for equipment or property that is lost or damaged due to misconduct or misuse of the equipment or property on the part of the employee. The amount to be paid may not exceed the value of the item. The County is responsible to provide the employee a receipt upon request showing the cost of replacement or the reasonable cost to repair the property. If the employee is charged, the item must either be replaced or repaired. Deductions may not exceed \$25.00 per paycheck.

The EMS Manager, or designee, will make the determination regarding the appropriate level of employee fiscal responsibility based on the following:

1. Willful Misconduct:

- A. The damage or loss of equipment or property was the result of willful misconduct on the part of the employee.
 - B. The incident may also result in disciplinary action. The monetary fine may be considered as part of the disciplinary action.
2. Failure to Take Reasonable Precaution:
- A. The damage or loss of equipment or property was caused because the employee failed to take reasonable precautions to prevent the incident, but no willful misconduct existed.
 - B. The incident may result in disciplinary action. The monetary fine may be considered as part of the disciplinary action.
3. Extenuating Circumstances:
- A. The damage or loss of equipment or property was caused because the *employee failed to take reasonable precautions but extenuating circumstances existed which made the loss or damage very difficult to prevent.*
 - B. The incident may result in disciplinary action.
 - C. In extenuating circumstances, the employee will not be responsible for monetary damages.

Section 26.13

Employees will maintain their hair in a clean and groomed condition. Female employees who choose to have long hair shall keep it pulled back so as to prevent it from falling into an employee's face/eyes ~~or touching their collar~~. Male hair must be maintained to conform to community standards (no pony tails, hair below the shirt collar, etc.). Facial hair will be permitted

so long as it is maintained in a clean and neat appearance and complies with the grooming standards outlined in the proposed EMS standard operating procedures manual and complies with all Federal and State regulations regarding infectious/biohazardous disease control.

ARTICLE 27

TRAVEL REIMBURSEMENT

Section 27.1

When authorized by the County to use their personally owned vehicles for official business or approved training, employees will be compensated at the rate per mile as established by Florida Statutes.

Section 27.2

When traveling outside of Lee County on approved business for the County and not being paid their hourly rate of pay, employees will be paid a per diem rate per day of travel/business equal to the amount set by Florida Statutes, Section 112.061, as it may be amended or revised from time to time.

Section 27.3

Employees scheduled to work Boca Grande shall be required to report for duty at Boca Grande at the normal starting time. ~~The County will provide a pass for the bridge to each employee for the time they are scheduled to work the Boca Grande station.~~ No additional compensation will be paid for employees working at Boca Grande. If any County employee is reimbursed for the Boca Grande Tolls, then all bargaining unit members will be reimbursed.

Section 27.4

Employees sent on a vehicle for an out-of-town transfer farther than one hundred (100) miles outside Lee County shall be provided the following:

- Money or Credit Card for tolls
- Money or Credit Card for fuel purchases
- Cellular phone for emergency communications while outside Lee County.

Section 27.5

~~The County will pay the toll on the Sanibel Causeway if the current sign-in-sheet arrangement is terminated;~~ If any County employee is reimbursed for the Sanibel Tolls, then all bargaining unit members will be reimbursed.

ARTICLE 28

EMPLOYEE ASSISTANCE PROGRAM

Section 28.1

The employees will be provided with the opportunity to utilize the County's Employee Assistance Program. Any employee who desires confidential, professional help with life problems, may contact the Employee Assistance Program provider directly.

Section 28.2

All information relative to each participant's program involvement will only be recorded in a confidential medical file, with access limited as required by law.

Section 28.3

If the County offers the employee an opportunity to participate in the Employee Assistance Program as a part of a Last Chance Agreement and the employee accepts the Last Chance Agreement, the employee must waive confidentiality and agree that the County can communicate with the Employee Assistance Program counselor and have access to all Employee Assistance Program records relating to the employee.

Section 28.4

It shall be the policy of the County to provide every bargaining unit member an opportunity for Crisis Intervention or Critical Incident Debriefing within seventy-two (72) hours of their involvement in a critical incident where the symptoms suggest it or are recognized. For this Section a critical incident shall be defined as any situation faced by the employee that would cause them to experience strong emotional reactions that have the potential to interfere with their ability to function either on the scene or after returning from the scene.

Section 28.5

The Tri-County C.I.S.D. Team shall be activated by the EMS Supervisor at the request of any employee following a critical incident.

Section 28.6

Defusings may take place within the time frame specified by the lead mental health professional following the incident and may be conducted by the C.I.S.D. Team. The C.I.S.D. Team shall conduct any defusing in coordination with the Supervisor to ensure employee well being and service level. Defusings are not mandatory.

Section 28.7

Debriefings should be conducted within the time frame specified by the lead mental health professional and should not be mandatory. Department personnel should be encouraged to participate. Debriefings are not mandatory.

Section 28.8

The County will work with the Union to develop a call matrix and response system for call types that may trigger the need for a C.I.S.D. or defusing. The need for down time, defusing or debriefing will be evaluated by a supervisor and designated EMS bargaining unit C.I.S.D. team member.

ARTICLE 29

UNION BUSINESS

Section 29.1

Members of the bargaining unit shall have the right to join the Union or not join the Union.

Section 29.2

Union members shall contribute four (4) hours of accrued vacation leave time to the Union Time Bank during January of each year.

Leaves as listed above shall be granted from the Union Time Bank so long as hours remain in the bank each calendar year. Once hours in the bank are exhausted to zero (0), no leave shall be granted from the Union Time Bank until contributions are made to the bank next January.

Deductions from the Time Bank will be taken from the Union Time Bank as provided in Section 29.3 and will be charged on an hour for hour basis. Deduction requests from the Time Bank must first be approved by a principal officer of the Union before the request is submitted to the County under Section 29.3.

Section 29.3

~~The EMS Deputy Director of Public Safety or his/her designee will consider requests from Union Representatives shall be allowed for time off to engage in Union business or activity, ~~on an individual basis, considering that the needs of the EMS come first if no overtime is incurred to cover the union representative.~~ The request must be in writing and must be received ~~forty-eight (48) twenty-four (24)~~ hours in advance. Time off ~~granted~~ for such purposes will be charged to the Union Time Bank if the charge is approved in advance as required by Section 29.2; otherwise, it will be~~

charged as time without pay. ~~The Deputy Director's judgment as to operating needs at any time will prevail.~~

Section 29.4

To preserve the delivery of service and in accordance with Section 447.509, Florida Statutes, the Union, the members, agents or representatives or any persons acting on their behalf are prohibited from the following acts: conducting Union business during working hours, distributing literature during working hours in areas where the actual work of public employees is performed such as offices, fire stations, and any such similar public installations. The internal mail system cannot be used for the distribution of Union literature or material.

Section 29.5

A complete list of Union Representatives will be furnished to the Deputy Director of Public Safety or his/her designee. ~~and any changes will be reported in advance in writing prior to the Representatives conducting any Union Business.~~

Section 29.6

Once a quarter, the members of IAFF Local 1826 Dist. 2 Lee County EMS, shall be granted space within the Emergency Operations Center or, if it is not available, within the Administration Building, to conduct membership meetings. The use of the space shall be granted so long as a request for its use is made to the Deputy Director of Public Safety no later than four (4) days prior to the date of the meeting(s) and so long as the requested space is not otherwise in use. Permission can also be withdrawn in the event of a hurricane or other natural disaster.

Section 29.7

The County will permit the Union to post bulletin boards as set forth in Article 34, Section 34.4. Postings of notices on the bulletin board shall be restricted to:

- (a) Notices of Union meetings.
- (b) Notice of Union elections and results of such elections.
- (c) Notice of Union recreational and social affairs.
- (d) Notice of Union appointments and other official Union business.

All notices shall be signed by an officer of the Union before they are posted. No materials, notices or announcements shall be posted which contain anything of a controversial nature and which adversely reflects upon Lee County or Lee County Emergency Medical Services, the elected officials of Lee County or any Lee County employees.

Section 29.8

The Union shall be granted one (1) hour of time on County property during EMS new employee orientation to explain to new employees issues concerning union membership, collective bargaining and the union contract. The Union presentation shall be pre-approved by the County and County management shall be present during the presentation. During this period of time Union representatives may distribute Union literature.

Section 29.9

The employee shall have the ability to vote at designated union polling places for Local 1826 issues provided it is in their regular coverage area or the unit is in the area of the designated polling place, provided there is no negative impact on ambulance coverage.

ARTICLE 30

ALCOHOL AND DRUG TESTING

Section 30.1

Both the County and the Union recognize that drug and alcohol abuse is a growing problem among our nation's work force. The County and the Union also recognize the tremendous cost, both in terms of efficiency and in human suffering caused by needless work place accidents. Acknowledging the necessity for action, the following Alcohol and Drug Testing Program is hereby initiated.

Section 30.2

In the event a member of management or a bargaining unit employee has a reasonable suspicion to believe that an employee is under the influence of drugs or alcohol on duty, he/she may require that the employee submit to an industry accepted breathalyser test, blood test, urinalysis and/or other appropriate testing. When practical, a minimum of two (2) personnel not in the bargaining unit must concur that reasonable suspicion exists. Bargaining unit employees shall be subject to drug or alcohol testing for any of the following reasons:

- a) reasonable suspicion to believe that an employee is under the influence of drugs or alcohol while on duty;
- b) work-related incident with or without injury;
- c) motor vehicle crash;
- d) injury to a patient or employee resulting from the negligent action or inaction of an employee;
- e) medication inventory discrepancies;

- f) excessive disbursement of controlled substances during patient care;
- g) significant loss or damage to public or private equipment or property due to negligence;
- h) as part of the pre-employment screening;
- i) during annual employer provided physicals;
- j) as per FAA regulations for Air Crew personnel;
- k) excessive absenteeism;
- l) inappropriate conduct or behavior.

Employees required for alcohol or drug testing, shall be monitored and escorted immediately for testing. Upon completion, the employee shall be placed on administrative leave until results are obtained and/or cleared to return to duty.

~~Reasonable suspicion may be based upon a variety of factors, including but not limited to accident, absenteeism, injury, conduct, performance, physical signs such as impaired reactions or judgment, slurred or exaggerated speech or lack of balance, as well as the smell or presence of alcohol or a controlled substance. Should the employee test positive to alcohol or drugs, the County will utilize a confirmatory process before taking further action. Such confirmatory processes will utilize industry accepted testing procedures.~~

Section 30.3

~~In the event an appropriate management official as defined in Section 30.2 above requests that an employee submit to a breath, blood, urine and/or other tests, and the employee refuses to submit to such test or tests, such refusal may result in disciplinary action, up to and including discharge. Any employee who refuses to submit to a breath, blood, urine, and/or other tests shall be~~

placed on administrative leave and subject to disciplinary action up to and including their termination.

Section 30.4

In order to promote safety, health and security concerns, the Deputy Director of Public Safety and/or designee may search lockers, vehicles and other EMS owned or supplied areas. The County reserves the right, based on reasonable suspicion, to search employee-owned vehicles, hand bags, lunch boxes, and other containers or personal effects including outer clothing. At no time will any employee's clothing be searched by or in the presence of a member of the opposite sex. An employee's refusal to cooperate with or submit to a search may result in disciplinary action up to and including discharge.

Section 30.5

All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform ~~their supervisor~~ the EMS Medical Director and Employee Health & Wellness Coordinator in writing that they are taking such medication on the advice of a physician. It is the employee's responsibility to also inform their supervisor of the possible side effects of the drug on performance and expected duration of use. The prescribing physician must provide a statement that the employee can perform all of the employee's normal job functions, which will be provided to the employee's supervisor prior to starting work.

Section 30.6

The cost of drug and alcohol screening tests required by the County will be paid by the County.

Section 30.7

The County retains the right to discipline up to and including discharge any employee who uses, possesses, dispenses, sells or buys illegal drugs or narcotics, whether on or off duty, or who uses or possesses alcohol while on duty, or who reports to work under the influence of illegal drugs or alcohol. The existence of an Employee Assistance Program does not affect the right of the County to impose discipline, up to and including termination, for violating this Article.

Section 30.8

Any employee who is convicted, pleads guilty or *no lo contendre* (no contest) to any criminal drug statute violation, whether on or off duty, must notify the Director of Human Resources no later than five (5) days after such conviction. Failure to do so will be cause for appropriate disciplinary action, up to and including termination. Once the County receives such information, the County will make the appropriate determination as to what disciplinary action, if any, is to be taken.

Section 30.9

If the County decides to institute random drug testing in EMS after the execution of this contract, it will offer to negotiate the impact of this decision with the Union prior to implementation.

Section 30.10

~~Effective October 1, 2001, EMTs and Paramedics Bargaining unit employees will be provided, at no cost, an annual medical examination. The County and the Union will mutually determine the examination elements by no later than July 1, 2001. Should the parties fail to reach agreement, the matter will be submitted to mediation under PERC guidelines.~~

ARTICLE 31

EMT TO PARAMEDIC PROGRESSION / FIELD TRAINING OFFICER PROGRAM

Section 31.1

This Article defines the process for progression from EMT to Paramedic. The remaining sections define the Field Training Officer Program.

Section 31.2

Any Lee County EMS employee in an EMT position who meets minimum criteria and desires to progress to Paramedic must have completed all minimum job requirements as listed below:

The employee will send the application packet to the EMS Training Manager or designee, and the packet must include:

- Current County Employee Job Application Form
- Copies of necessary essential certifications (*i.e.*, PM Cert., ACLS, BCLS).

Upon receipt of the completed application packet, the employee will be placed in the Field Training program at the next available time, regardless of any previous sector assignments. The Paramedic trainee will be given a training manual, which will be the structured training plan conducted by the FTO. Paramedic trainees shall adhere to all policies and procedures as outlined in the Lee County Common Treatment Guidelines, SOG, and preceptor program manuals.

Section 31.3

If at any time the Paramedic trainee fails to progress as outlined in the training manual, a meeting will be held between the Paramedic trainee, FTO, Training and Shift officers. A two-week time frame will be given for the Paramedic trainee to display progress in the identified areas. If the Paramedic trainee fails to progress by that two-week time frame, the Paramedic trainee will be

removed from the FTO program. Reapplication shall be made at the recommendation of Operations Staff and Training Staff.

Section 31.4

A. Upon successful completion of the Field Training Program, the Operations Manager, Training Manager, or their respective designees, and the Medical Director(s) will conduct an oral interview with the employee. This will be a pass/fail interview.

- The EMS Chief, or his designee, will determine the content of the operational questions developed for this interview.
- The Medical Director(s) will determine the content of the clinical questions developed for this interview.
- The Medical Director(s) shall make the final recommendation for promotion of the employee to function as a Paramedic under his license.
- The oral interview shall be videotaped for further review, if necessary.

B. Upon successful completion of the oral interview, the Paramedic trainee shall be granted full privileges to function as a Paramedic and pay as outlined in Article 20. Shift assignments will be made at the sole discretion of the County.

C. If the Paramedic trainee fails the oral interview, the employee will be allowed to interview again, unless this will exceed the six (6)-month time frame to complete all program requirements (Field Training Manual and Oral Interview).

D. If the Paramedic trainee does not successfully complete all program requirements by six (6) months, the employee will be removed from the program. Extension of, or re-application to the program will be at the sole discretion of the County.

Section 31.5

Upon date of ratification, a list of employees in the Paramedic classification will be determined. This list will take priority over the list as described in Section 31.6. Availability for FTO program vacancies from this list will be determined in chronological order. The first selected will be the employee who was reclassified from EMT to Paramedic the longest from date of ratification. All personnel in a Paramedic classification shall remain at current pay rate until completion of the FTO program. If the Paramedic does not successfully complete all program requirements within six (6) months from beginning of the FTO program, the employee will be removed from the program and reclassified to EMT within a pay reduction as outlined in Article 20. Extension of, or re-application to the program will be at the sole discretion of the County.

Section 31.6

The employee in the EMT classification who possesses a valid Florida Paramedic certificate and other necessary State / County requirements will, upon application, be placed on a waiting list and permitted to attempt the FTO program from EMT to Paramedic as vacancies become available. Availability for FTO program vacancies from that waiting list will be determined in chronological order. The first selected will be the employee who was reclassified back to EMT the longest from date of ratification. Upon successful completion and promotion to Paramedic, the trainee will receive a one-time sum payment of \$3,000.00 and have his/her wages increased according to Article 20, Section 20.6.

Section 31.6a

Every employee in an EMT position who meets the Field Training Program (FTP) entry requirements, once having elected to participate in the FTP to progress from EMT to Paramedic,

must complete the program and become a Paramedic within four (4) years after making that election to enter the program.

Section 31.6b

Every successful FTP Paramedic awarded the one-time lump sum payment of \$3,000.00 must remain in the employment of Lee County EMS for a period of one (1) year after receipt of the bonus. Upon any early voluntary termination of employment, the Paramedic shall return to Lee County EMS the entire bonus paid including any taxes withheld or paid by the County at the time the bonus was paid. This amount may be withheld from any final paycheck(s) due the employee upon termination and the County may pursue any legal remedy to recover said bonus.

Section 31.6c

Employees who voluntarily demote from any Paramedic position upon election to participate in the FTP shall not be eligible for the one-time lump sum bonus.

Section 31.7

Personnel in an EMT position who possess a valid Paramedic license, will be permitted by the Lee County EMS Medical Director(s) to perform ALS skills under the direct supervision of a Paramedic, and only after demonstrating proficiency consistent with Lee County EMS' protocol, policies and procedures. Direct supervision will mean that the employee (EMT as described earlier in this Section) will not attend an ALS patient during transport unless a Paramedic is also in attendance in the patient compartment of the unit.

Section 31.8 - FIELD TRAINING OFFICER

The provisions of this Article apply specifically to those Paramedics assigned to the EMS Field Training Officer (FTO) position, unless specifically stated otherwise. All other Articles and

Sections of this Collective Bargaining Agreement will pertain to employees assigned to the EMS Field Training Officer position, unless modified by this Article.

Section 31.9

The County reserves the right to changes its FTO program at its sole discretion. This type of operational change includes all provisions set forth in Article Three, Management Rights.

Section 31.10

While assigned to the FTO position, Paramedics shall continue to work the regularly scheduled work shift pattern of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. In addition, Paramedics assigned to the FTO position will be required to attend meetings, seminars, classes, etc., as assigned by the EMS Training Manager or designee.

Section 31.11

While assigned to the FTO position, Paramedics will be paid \$250.00 per month. This pay adder is in addition to their regular wages.

Section 31.12

Paramedics will be assigned or unassigned to the FTO position at the sole discretion of the County. The number of FTO positions, the number of FTO positions per shift, sector or district will be determined at the sole discretion of the County. Minimum FTO staffing will be 3 per shift. Every reasonable attempt will be made to keep FTO Paramedics in their annually bid for sector / district assignments. If an FTO Paramedic fails to perform as required during their assignment, they will be reassigned to a Paramedic position and shall have their pay reduced according by the \$250.00 monthly payment.

Section 31.13

Minimum qualifications for the FTO position are as follows:

- 1) Two years experience as a Lead Paramedic with an ALS-9-1-1 provider;
- 2) At least one year as a Paramedic with Lee County EMS (released with full ALS privileges);
- 3) Current ACLS provider card, with ACLS Instructor certification*
- 4) Current BTLS provider card, with BTLS Instructor certification*
- 5) Current PALS provider card, with PALS Instructor certification*

* With the exclusion of minimally required certifications, the applicant must obtain provider / instructor level certification status at the next available offering.

Section 31.14

Application process for the FTO assignment will be as follows;

- 1) Paramedics interested in becoming an FTO will need to submit a resume that outlines experience and the reason(s) why the candidate desires the assignment. Included with this resume, the candidate must include copies of all required / preferred certifications.
- 2) The entire application package shall be forwarded to the EMS Training Coordinator on or before the advertised date.

Section 31.15

The selection process for the FTO position will be through an interview board consisting of a Medical Director, Operations and Training Supervisors, and a Paramedic appointed by the bargaining unit Divisional Vice President. The interview committee will make a recommendation to the EMS Chief at the completion of their process.

ARTICLE 32

QUALITY MEDICAL ASSURANCE/IMPROVEMENT

Section 32.1

Where mandated by local ordinance, state rule or regulation or customer demand, it is the goal of the County to measure, analyze and report the performance of all components of the EMS care delivery system. The County and the Union agree that participation in quality assurance/improvement activities is vital to the maintenance and improvement of the delivery of EMS to the citizens and visitors of Lee County.

Section 32.2

Empowering an employee's certification is within the discretion of the Medical Director(s) contracted with the County. Revocation of an employee's certification empowerment or Medical Director(s)' privileges is at the discretion of the Medical Director(s) under contract with the County and if revoked as per the provisions of this Article shall not be subject to the grievance and arbitration procedures outlined elsewhere in this Agreement.

Section 32.3

The assessment of an individual's performance will be based on standards established, outlined or selected by the Medical Director(s). The County may use any of the following methods to measure the systems performance:

A. Skills Credentialing

Effective with the execution date of the contract, Skills Credentialing may be performed for all EMTs and Paramedics. This skills assessment may be conducted in conformity to the following guidelines:

1. Individuals shall not be required to participate in Skills Credentialing any more often than once every twenty-four (24) months. This shall not include Skills Credentialing ordered as part of a Remedial Action ordered by the Medical Director(s) that is a part of a Q/I Incident.
2. EMTs will be tested on current state curriculum or any EMT protocol instituted by the Medical Director(s).
3. Skills Credentialing shall be performed on all employees once every twenty-four (24) months.
4. Any employee who passes a promotional assessment center during the six (6) month period preceding the calendar year of the Department-wide credentialing process, will not be required to assess / test until the next biennial credentialing process.
5. ~~The Skills Credentialing will comprise and/or practical skills performance testing. Testing questions for both test instruments will be derived from the Lee County EMS Protocol and SOP, and from the textbooks supplied in the EMS Station Libraries.~~ The Credentialing process will comprise both a written test and practical skills performance testing. Test questions for both test instruments will be will be derived from the Lee County EMS Treatment Guidelines and SOG.
 - 5a. The skills competencies will be derived from the BLS and ALS procedures listed in the EMS treatment Guidelines.
Paramedics and EMT's who successfully complete County-approved PALS, ACLS, BLS and BTLS will be eligible to satisfy credentialing requirements

as spelled out prior to course approval. During announcements sent to employees regarding approved classes, the EMS Training staff will identify which skills may be completed for credit towards their Credentialing requirements.

The employee is responsible to provide the EMS Training staff with verification of successful completion in any of these classes. Remaining skills will be completed within the departmental credentialing program.

6. The minimum grade in each required category shall be at least eighty percent (80%) without rounding.
7. Skills Credentialing shall be conducted during an employee's off-duty or on-duty hours and shall be conducted during the months of April – November. Employees will be given a minimum of fifteen (15) days written notice prior to their Skills Credentialing.
8. Skills Credentialing when performed off-duty shall be treated as hours worked for the purposes of overtime calculation and employees involved in the required testing shall be paid the appropriate straight time or overtime rate for said Credentialing.
9. Paramedics who have participated in and met the minimum score in each category tested, as set forth in Paragraph 5 above for promotion, during the last twenty-four (24) months shall be exempt from Skills Credentialing.
10. Employees who are on approved leave on the date of their scheduled Skills Credentialing will be required to make up the Credentialing upon their return to work even if this is outside the April through November time frame.

11. Any and/or all Skills Credentialing elements listed above may be *incorporated into, and accomplished during, regular mandatory in-service training sessions as outlined in Article 23.* In addition, in-service testing on protocol changes, new medications and equipment etc. may also be conducted during in-service training sessions. If Skills Credentialing is done during the normal in-service training, employees shall be paid under Article 23, Section 23.4.

All EMTs and Paramedics must successfully complete this process to maintain their rank and privileges for the next twenty-four (24)-month period.

B. Pre-Hospital Q/I Forms

Feedback and comments received by EMS from medical staff, physicians, other public safety agencies or the public regarding patient care, procedural efficacy, interagency staff relations, demeanor, etc. This feedback is investigated by supervisors, training staff and administration as necessary. Remedial actions may be prescribed and implemented as needed, and, if disciplinary in nature, will be subject to the grievance and arbitration procedure; provided that remedial action or revocation of privileges by the Medical Director(s) will not be subject to the grievance and arbitration procedure. Pre-hospital Q/I forms may also be utilized to pass along positive feedback and/or commendations in reference to EMS employee performance.

C. Field Observation

Field observation of service delivery may be accomplished by any personnel with operational responsibility. The Paramedics are primarily responsible for all care delivered by the crew members on their ambulance, including but not limited to probationary or non-

probationary Paramedics and EMTs, other public safety personnel and student riders, etc. provided that the Paramedic shall have the sole right to limit the care delivered by probationary or non-probationary, EMTs, other public safety personnel and student riders etc. Every Lee County EMT and Paramedic is required to monitor the care provided while on the scene and during transport with the best interest of the patient(s) in mind. It is the responsibility of the Paramedics to report all deviations from the standard of care or protocol, situational anomalies, etc., witnessed during duty shifts through written reports, evaluations, incident reports or additional methods as prescribed by order, guideline, policy, protocol or procedure. In addition, Paramedics will complete evaluation reports on probationary employees, employees who are participating in remedial training pursuant to the Medical Director(s) direction and student trainees.

D. Q/I Incident Investigation

The following process shall be utilized in the investigation of Q/I Incidents. The process outlined herein shall be utilized in response to incidents relating to medical treatment and/or deviations from established protocols and standing orders as outlined by the Medical Director(s). Remedial Action ordered by the Medical Director(s) as the result of a Q/I Incident Investigation shall not be subject to the grievance and arbitration procedure. The Q/I Investigation process shall not be utilized *solely* for investigations into incidents/complaints that arise from incidents involving violations of operational guidelines, incidents involving public relations or violations of rules and regulations. However when operational and quality assurance issues arise out of the same incident or event, the operational and Q/I Investigations may occur at the same time.

The decision of the Medical Director(s) to revoke an employee's privileges to work under the Medical Director(s)' license in any classification shall be final and binding. In any grievance/ arbitration procedure arising out of the County's action following revocation of privileges by the Medical Director(s), the sole issue before the arbitrator will be whether or not the Medical Director(s) followed the procedures under this Article. If the procedures were followed, an arbitrator shall not disturb any action taken by the Medical Director(s) nor the County's action implementing the Medical Director(s)' action. Any disciplinary action in excess of the action necessary to implement the Medical Director(s)' decision will be subject to arbitration.

If the Medical Director revokes the privilege of the employee to work under the Medical Director(s)' license as a Paramedic or an EMT, the County's decision to demote or terminate as necessary to implement the Medical Director(s)' action will not be considered disciplinary action and will not be disturbed.

ARTICLE 33

PART-TIME AND ON-CALL EMPLOYEES

Section 33.1

The County reserves the right to hire part-time or on-call employees to perform EMT and Paramedic bargaining unit work. The County will not use temporary or part-time employees while there are qualified employees on layoff eligible for recall. For the purposes of this Section, “qualified” will be interpreted as set forth in Article 8, Section 8.6 and Article 10, for example; no temporary on-call or part-time employee will be hired while employees in that classification are on lay-off and eligible for recall, nor will the County use part-time or on-call employees if the number of employees in the bargaining unit falls below the number that was in the bargaining unit on the date of certification of the Union as exclusive bargaining agent in PERC Case Number RC-95-034, Certificate Number 1113.

The County agrees to limit its selection of Paramedics to those who:

- currently possess LCEMS Medical Director privileges and required certifications, and
- have completed and been released from the entire Lee County EMS / F.T.O. / Field Training Program, and
- works with a local ALS service functioning under the County’s ALS provider License, or
- who recently retired from, or left the full time employ of Lee County EMS.

Any part-time or on-call Pilot, Paramedic or EMT must participate in departmental in-services, training and must maintain certifications as required by job description and/or departmental or Medical Director policy and procedure.

The primary purpose of part-time or temporary on-call employees will be to cover overtime requirements caused by vacation and sick leave. Part-time and on-call employees will be required to abide by Article 23 and all mandatory training that is required of full time employees. EMT's:

~~With the exception of the Boca Grande location, the County will not use temporary or part-time employees while there are qualified employees on layoff eligible for recall.~~

~~A. For the purpose of this Section, "qualified" will be interpreted as set forth in Article 8, Section 8.6 and Article 10, Section 10.3 of this Agreement, i.e., no temporary or part-time EMTs will be hired while employees in the EMT/Paramedic classification are on layoff eligible for recall and no temporary or part-time Paramedics will be hired while there are Paramedics on layoff eligible for recall, nor will the County use part-time or on-call employees if the number of employees in the bargaining unit falls below the number that was in the bargaining unit on the date of certification of the Union as the exclusive bargaining agent in PERC Case Number RC-95-034, Certificate Number 1113.~~

~~B. Due to the twenty-four/forty-eight (24/48) schedule worked at Boca Grande and the geographic separation of Boca Grande from the other stations and posting locations, the County may use temporary or part-time employees at Boca Grande even if there are employees on layoff eligible for recall under this contract who were assigned to any twelve/twelve (12/12) posting location; provided, however, that the temporary or part-time opportunity will first be offered to qualified employees on layoff and~~

~~eligible for recall. If an employee accepts the temporary or part-time opportunity at Boca Grande and the employee was working the twelve (12)-hour shift, the employee's hourly rate will be reduced so that the employee's annualized earnings, including scheduled overtime while assigned to Boca Grande, would equal the employee's annualized earnings, including scheduled overtime, that the employee would have earned while on the twelve/twelve (12/12) shift prior to layoff.~~

Section 33.2

Part-time employees are defined as employees regularly scheduled to work less than an average of thirty (30) hours per week. Temporary on-call employees are individuals who do not have a regularly assigned work schedule but who are subject to call. Part-time and temporary on-call employees will be paid no less than the minimum hourly rate for the classification and work schedule (twelve (12)-hour or twenty-four (24)-hour) assigned. Benefits, except to the extent required by law, will not be paid to part-time or temporary on-call employees.

Section 33.3

Temporary and part-time employees shall serve at the will of the County.

Section 33.4

The County agrees to limit the total number of EMS part-time and on-call employees employed, to a number not to exceed fifteen percent (15%) of the number of full-time bargaining unit positions.

Section 33.5

The County agrees that employees working in part-time and on-call EMT or Paramedic positions shall not work more than forty-eight (48) hours in any two (2)-week pay period.

The limitations in this section shall not apply to part-time or on-call Pilots provided that all overtime pilot work shall be distributed in a fair and equitable manner.

ARTICLE 34

STATIONS AND POST

Section 34.1

During the term of this contract, the County will maintain stations spread geographically throughout the County. Each station will be equipped as set forth in Section 34.3.

Section 34.2

The County retains the right to identify primary station locations for twenty-four (24)-hour units or primary posting locations for twelve (12)-hour units that meet the minimum requirements of the strategic plan for stations. ~~personnel that are different from those in effect on ratification date of the contract. This will be based on County determination on how to best meet public needs, and~~ The County may close or change primary station locations or open new primary station locations as the system's needs change. If a new primary station location is established, the County agrees to equip it as outlined in Section 34.3. If a primary posting location is established, the County agrees to equip it as outlined in Section 34.5. There is no requirement to equip secondary or standby posting locations.

Section 34.3

Twenty-four (24) hour stations shall be supplied with the following minimum equipment and services:

- Two (2) twin beds
- Air conditioning and heat
- Microwave oven
- Video VHS player
- Full-size refrigerator

In stations where a stove is not permitted, but an outside gas grill is permitted, said gas grill and a propane tank will be provided. Employees will be responsible for providing the propane.

Radio Plectron

Assortment of dishes, to include plate, drinking glass, coffee cup, knife, fork and spoon

Color television with cable service ~~so long as cable service is provided by the cable provider free of charge~~ or satellite.

Telephone (local service)

Sink / Counter combination for kitchen area

Water service

Bathroom with bathing facilities

Assorted cooking pans and utensils

One (1) night stand/lamp per bed

Electric service

Desk area for paperwork with lamp

Shift lockers - three (3) to nine (9) as space permits

~~Couch or~~ chairs for desk and tables, recliners for the day area (one per person on duty)

One (1) Union bulletin board (to be supplied by the Union)

Section 34.4

The County will establish twelve (12)-hour units to supplement the twenty-four (24)-hour units. The twelve (12)-hour units will work twelve (12)-hour shifts on a 3/2/2/3 schedule. The County will identify primary posting locations for each of the units. The County reserves the right to establish additional units at its sole discretion based on increases in demand for service, response time, workload, etc..

Section 34.5

Each primary posting location listed in Section 34.4 above and any subsequently designated primary posting locations shall be supplied with the following minimum equipment and services:

Air conditioning and heat

Microwave oven

Video VHS player

Radio Plectron

Color television with cable service ~~so long as cable service is provided by the cable provider free of charge~~ or satellite.

Telephone (local service)

Sink / Counter combination for kitchen area

Water service

Refrigerator

Bathroom facilities

Electric service
Desk area for paperwork with lamp
~~Couch or chairs~~ for desk and tables, recliners for the day area (one per person per duty)
One (1) Union bulletin board (to be supplied by the Union)

As new primary locations are identified and opened, the location will be equipped as soon as it can reasonably be done; provided that where applicable the landlord does not prohibit the listed equipment and services.

Section 34.6

The above equipment and services as set forth in Sections 34.3 and 34.5 may be supplied either directly by the County or provided by the organization owning the building housing the EMS unit. The County, in cooperation with personnel assigned to the twenty-four (24)-hour stations and personnel assigned to or working out of a primary posting location will work together to ensure that the equipment owned by the County listed in Sections 34.3 and 34.5 is maintained in good working condition.

Section 34.7

Employees may be assigned a daily/weekly cleaning schedule by EMS management at any station or primary posting location. The cleaning assignment may also be accomplished under the direction of fire department/hospital supervisors for employees housed in stations located in fire stations or hospitals.

Section 34.8

The County will establish a Building/Station Committee to plan, review and improve new and existing stations according to the strategic plan of 2003. The Committee will be made up of Management and Union representatives and will evaluate every EMS station to meet the minimum standards for all stations.

ARTICLE 35

STAFFING

Section 35.1

~~EMS will initially be divided into three (3) sectors (Sectors 1, 2 and 3). During the month of April each year, the County and the Union will evaluate and reconfigure the sectors as needed based on call volume and geographical location. Personnel assigned to these sectors will work the twenty-four/forty-eight (24/48) schedule.~~

~~1. The following grouping of primary station locations (Sectors) will be in effect upon the implementation of this contract. Additional stations may be added to or deleted from a sector and additional sectors may be created based on operational requirements:~~

~~a. Sector 1~~

~~Station 1 Station 5 Station 6 Station 9 Station 13 Station 15~~

~~b. Sector 2~~

~~Station 2 Station 10 Station 12 Station 4 Station 14 Station 8~~

~~c. Sector 3~~

~~Station 3 Station 16 Station 11 Station 7 Station 17 Station 18~~

The County will establish a starting time of no earlier than 0630 hours and no later than 0730 hours for all twenty-four (24)-hour shifts. Once established, the starting time will not be permanently changed unless a minimum of fifteen (15) calendar days advance notice is given to those affected by the change.

Employees assigned to a Sector will rotate through each station monthly on a continual basis. Relief personnel may be required to work on either a twenty-four (24)- or twelve (12)-hour unit, depending on operational needs.

2. Twelve (12)-hour Shifts.

Each twelve (12)-hour shift crew will be assigned a posting location. Subject to the above, the crews will initially work one of the following shift schedules:

- (a) 09:30 to 21:30
- (b) 10:30 to 22:30
- (c) 19:00 to 07:00

The County reserves the right to add additional twelve (12)-hour shifts during the term of the contract. Employees permanently assigned to the twelve (12)-hour shifts will not rotate among the regularly scheduled starting times. Such starting times may be temporarily changed due to unforeseen operational requirements. If a twelve (12)-hour shift starting time is permanently changed, a minimum of fifteen (15) calendar days notice of the change will be given to those affected.

Employees permanently assigned to the twelve (12)-hour shifts will receive a five percent (5%) differential added to their regular straight time while so assigned. The differential will be included in the base rate for overtime purposes and may cause the employee's pay to exceed the maximum of the range.

3. All employees will pick their Sector or twelve (12)-hour shifts by seniority, subject to the following restrictions:
 - a. Two (2) Paramedics will not be assigned to work together as a crew on a shift within a Sector, or twelve (12)-hour shifts until each of the crews has a Paramedic assigned.
 - b. Assuming sufficient personnel is available, each twenty-four (24)-hour shift will have a minimum of five (5) Paramedics assigned to the Relief Shift on a monthly basis, rotated as set forth in Section 35.1, paragraph 1.

- c. As vacancies occur in a Sector or on a twelve (12)-hour shift after the annual bid/ assignment, the County reserves the right to place a new hire on the crew within the Sector, or on the twelve (12)-hour shift with the vacancy, and/or transfer personnel as necessary based on the County's demonstrated operational needs. If a Paramedic or EMT is required, the County will transfer the least senior Paramedic within the Sector to the vacancy offer the position to those relief Paramedics/EMT on that shift in order of seniority beginning with the most senior employee. If no Paramedic/EMT selects the open sector position, then the Paramedic/EMT with the least seniority shall be transferred to that open sector position. If the Paramedic or EMT vacancy is on a twelve (12)-hour shift, the vacancy will be filled by the least senior Paramedic / EMT from a Sector that has more than the minimum required number of Paramedics / EMTs. Nothing in this paragraph will preclude the County from selecting volunteers. Relief will be afforded in the form of Paramedic for Paramedic and EMT for EMT.
- d. There will be no husband/wife crews or "live-in" crews.

Section 35.2

Between July 1 and July 15 of each year, beginning July 2004, all Paramedics and EMTs will bid for a sector, relief or twelve (12)-hour schedule, including starting time. The County is responsible to notify each employee one (1) week in advance of the bid via the County's e-mail system. Requests for sector assignments must be received in the Administrative Office prior to the end of the business day on the last business day of the deadline. The County is to make electronic transfer of the employee's bid request available to the employee. ~~if they choose to use it.~~ After the

selection, which will be announced between July 16 and August 15 of each year, management will make the initial assignment of shift. The change will take place at the beginning of the first pay period in October 2004 and in subsequent years of the contract.

Section 35.3

The parties recognize that the implementation of the contract and continued implementation of twelve (12)- and twenty-four (24)-hour units may result in unforeseen issues. Therefore both parties, as part of a mutual effort to provide the citizens of Lee County with the best EMS service available, will meet as necessary to resolve issues which may be created; provided that there will be no change in contract language without the mutual agreement of the parties.

ARTICLE 36

SAVINGS CLAUSE

Section 36.1

If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force for the duration of this Agreement.

Section 36.2

In the event of invalidation of any Article or section, both the employer and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

ARTICLE 37

AGREEMENT TO FUND

Section 37.1

The County agrees to allot, secure and provide funding necessary to satisfy and keep whole all articles of this Agreement during the duration of this Agreement.

Section 37.2

The County agrees not to rely on any Florida Statute or Constitutional Provision as a reason to refuse funding any article set forth in this Agreement.

ARTICLE 38

EDUCATIONAL INCENTIVES

Section 38.1

Employees meeting and maintaining any of the following educational requirements or certifications shall receive educational incentive pay as reflected in the schedule below.

1. Two percent (2%) Increase = A.S. Degree or A.A. Degree in related Aviation, Emergency or Medical study field (i.e., Nursing, Emergency Medical Technology Aviation, Public Administration, or a Registered Nurse License).
2. Four percent (4%) Increase = Bachelors Degree in related Aviation, Emergency or Medical study field (i.e., Nursing, Public Administration, Pre-Med., Psychology, Biology)

The above incentives will be included in the base rate of pay for overtime purposes.

Section 38.2

Employees may receive educational incentive pay for an Associate degree or a Bachelor degree but not both, i.e., the maximum total incentive under this Article is four percent (4%).

Section 38.3

EMS pilots who obtain and maintain C.F.I. or A.T.P. rating through the FAA shall receive an Aircraft Training Officer incentive of two percent (2%) added to their base hourly rate of pay. Aircraft mechanics who obtain and maintain I.A. certification shall receive two percent (2%) added to their base hourly rate of pay.

ARTICLE 39

SERVICE STANDARDS

Section 39.1

~~For the purpose of this Article, response time shall be defined as the total elapsed time from the time the call is dispatched until the unit is on scene. It is understood that response times reviewed for this Article shall be filtered to omit:~~

- ~~a) Hospital to hospital transfer calls;~~
- ~~b) Air 4 helicopter responses;~~
- ~~c) Out of town transfer calls;~~
- ~~d) Calls with illustrated response times greater than forty (40) minutes.~~

Both the Union and the County recognize the importance of maintaining the best possible response times to calls for service in Lee County. As such, the bargaining unit employees agree to work diligently and safely to insure the best possible response times. In addition, the County recognizes that the EMS system design and staffing must continue to meet the increasing demands for service.

Section 39.2

~~Both the Union and the County recognize the importance of maintaining the best possible response times to emergencies in Lee County. As such, the bargaining unit employees agree to work diligently to insure the best possible safe "out of chute" response time (time of dispatch to en route time) to emergency calls. In addition, the County recognizes that the EMS system design and staffing must continue to meet the increasing call demands placed on Lee County EMS to insure~~

~~adequate response times. Lee County EMS response times will be reviewed on an on-going basis. The County and Union agree to use as benchmarks, the criteria defined within Lee County Ordinance No. 02-19. In addition to these benchmarks, the County will consider 2,000 responses per ground ambulance on average, as a workload indicator.~~

Section 39.3

~~Lee County EMS response times will be reviewed on a regular basis and will be examined both County-wide and by individual zone. In addition, response times during particular times of day will also be reviewed. Special attention will be given to the percentage of total EMS calls with response times greater than nine (9) minutes. In the instance that benchmarks go unmet, the County will complete an analysis to determine the method most beneficial in addressing the unmet benchmark. The method employed will be an operational analysis to determine the cause and corrective action to be taken. If this fails to address the issue, then the EMS Program will request additional resources; provided however, that the decision to grant additional resources is at the sole discretion of the Board of County Commissioners.~~

Section 39.4

~~Both the County and the Union shall establish one point five (1.5) minutes as the average benchmark "out of chute" (time of dispatch to en route) response time for calls in all zones year round, and shall work to ensure that this benchmark is met.~~

Section 39.5

~~Both the County and the Union shall establish fifteen (15) minutes as the benchmark "at hospital time". Both the County and the Union realize that this standard will not be applied to at hospital times following priority one calls or other calls that require extended time to place the unit in-service or complete essential paperwork for that call.~~

Section 39.6

~~———— In the instance that one of the aforementioned benchmarks is not met, the County will complete an analysis to determine the method most beneficial in addressing the unmet benchmark. The first method employed will be an operational analysis to determine the cause and the corrective action to be taken. If that fails to address the issue, then the EMS Program will request additional resources, provided however, that the decision on whether to grant additional resources is at the sole direction of the County Commission. The following service indicators that will be used to request additional operational resources are:~~

- ~~———— 1. ——— A County-wide response time of nine (9) minutes to ninety percent (90%) of all calls identified in Section 39.1.~~
- ~~———— 2. ——— An annual average of two thousand (2000) service responses per twenty-four (24) ground ambulance equivalent.~~

ARTICLE 40

FLIGHT OPERATIONS

Section 40.1

The provisions of this Article apply specifically to those employees in the Lee County Helicopter Operations Section, unless specifically stated otherwise. All other Articles and Sections of this Collective Bargaining Agreement will pertain to employees assigned to the Lee County Helicopter Operations, unless modified by this Article.

Section 40.2

The County intends to change its Flight Operation operating methods from Part 91 to Part 135 of the FAA regulations. This change may include changes to scheduling, operational work method, and training and record keeping for all Flight Operations staff.

Nothing in this Article shall diminish the Union's right to bargain pursuant to Article 3, Section 3.8 of this Collectible Bargaining Unit.

Section 40.3

Employees assigned to the EMS Pilot position will normally work a schedule of twelve (12) hours on duty followed by twelve (12) hours off duty. All duty and flight time will be in accordance with Federal Aviation Regulations, Part 135.

Section 40.4

All employees assigned to the Lee County Helicopter Operations will be paid in accordance with Article 20 of this Agreement. Pilots assigned to the Lee County Helicopter Operations will be paid a three percent (3%) night shift differential.

Section 40.5

Flight Medic will be considered an assignment. Paramedic employees will be assigned to the Helicopter Operations at the sole discretion of the County. Any Paramedic unassigned from the helicopter will take the place vacated by the Paramedic selected by the County to replace the assigned Paramedic until the next sector bid, unless the County requires the Paramedic to fill another Paramedic opening with equal or greater operational significance, deemed at the County's sole discretion. The County reserves the right to temporarily assign supervisory staff to the helicopter at its discretion to cover for training, vacations, illnesses, injuries or emergencies. Flight medics who accept the assignment will work a twenty-four (24)-hour shift. Once selected, the senior Paramedic assigned to helicopter on that shift shall select their sector bid assignment during the annual bid assignment while the less senior Paramedic assigned to helicopter shall not be permitted to make a sector bid choice. Once sector bids are awarded, Paramedics on that shift shall route to and from the sector bid position.

Section 40.6

Employees in the aircraft mechanic's position will normally work an eight (8) hour day/forty (40)-hour week schedule. The County, at its discretion, will allow the modification of the mechanic's schedule(s), upon the mechanic's request or as necessary to meet workload or to return the aircraft to operational readiness as soon as possible, so long as this modification of schedule does not cause any employees to be compensated for hours not worked, and does not cause an excessive overtime to be encumbered by the County.

Section 40.7

Employees in the aircraft mechanic's position, or with aircraft mechanic job responsibilities will receive \$3.00 per hour for all hours on stand-by. All employees on aircraft mechanic stand-by

will be expected to be available for call-in during their off-duty time during their assigned stand-by. All employees on aircraft mechanic stand-by are restricted to stay within the local area so that they can respond to a page within fifteen (15) minutes by phone, and/or within one point five (1.5) hours to the aircraft operations base to swipe-in, pick up tools, etc.. The aircraft mechanic and other employees that share on-call stand-by will develop a six (6) month schedule and give it to the EMS Helicopter Operations Manager or his designee two weeks prior to the first assignment on that schedule.

Section 40.8

1. The aircraft mechanic or employees with aircraft mechanic duties will be paid call out pay for a minimum of two (2) hours when called out. The call out minimum will be at one and one half (1.5) the regular rate if the employee has worked more than forty (40) hours per week.

2. The aircraft mechanic or employees with aircraft mechanic duties will be reimbursed monthly for long distance or cellular phone calls incurred for County business. Appropriate documentation must support reimbursement requests.

3. The aircraft mechanic or employees with aircraft mechanic duties will be reimbursed monthly for mileage on his/her personal vehicle if driven on County business after arrival at work. A County vehicle is to be used if available. Appropriate documentation must be submitted to support reimbursement requests.

Section 40.9

~~If the aircraft mechanic or employees with aircraft mechanic duties are on stand-by during their regular work shift, the EMS Captain or designee will arrange their responsibilities in conjunction with the EMS Chief Pilot or designee. If any maintenance or repair work project required for the aircraft necessitates a change in the normal work schedule of the aircraft mechanic,~~

or other employees with aircraft mechanic responsibilities, the County, at its sole discretion, will allow the modification of these employee's schedules so long as their temporary modification of work schedules does not cause any employees to be compensated for hours not worked, and does not cause an excessive overtime to be encumbered by the County.

Section 40.10

~~At any given time, except unexpected injury or illness, no more than one employee in the EMS Pilot position will be allowed off.~~ The aircraft mechanic(s) will coordinate their vacation time in advance with the EMS Helicopter Operations Manager or designee to assure proper maintenance / repair services are available during their absence.

Section 40.11

When the aircraft is out of service for repair, maintenance, or any other reason and the continued presence of the pilot is not required by the County to assure its timely return to service, the EMS Pilot will notify the EMS Captain or designee of the day. The Captain or designee will reassign the EMS Pilot and Paramedic into the operation as needed for the remainder of their duty shift. This may include staffing an ambulance with a Paramedic or supervisor to provide augmentation of service to offset the absence of the helicopter in the operations. Therefore, the EMS Pilots will maintain skills and demonstrate proficiency in the biennial credentialing process for an EMT crewmember.

Section 40.12

Non-EMT, on-call pilots shall complete an in-house medical training familiarization course prior to being assigned with a single paramedic.

ARTICLE 41

DURATION

Section 41.1

The Contract shall be effective from October 1, ~~2000~~ 2003, and shall remain in full force and effect through September 30, ~~2003~~ 2006; provided that either party may reopen up to two Articles each for the ~~2002-2003~~ 2005-2006 contract year by giving the other notice of intent to reopen during the month of February ~~May, 2002~~. If one party reopens, the other party is entitled to reopen up to two Articles even though that party did not give notice of reopening. It is agreed that the parties cannot reopen for a ~~wage increase or for~~ the elimination of the twenty-four/forty-eight (24/48) hour work schedule prior to the contract expiration. Either party may reopen or terminate the entire contract for the period beginning October 1, ~~2003~~ 2006 by giving the other party notice of reopening or termination during ~~May, 2003~~ February, 2006. Pursuant to Article 20, the parties agree to reopen wage negotiations, which may include the introduction of a pay for performance program, and enhanced educational incentives for 2004-2005. If the contract is reopened or terminated, it is agreed that no general wage increases, CPI, performance increases or any other change will be made in rates of pay as they exist on September 30, ~~2003~~ 2006, until a new contract is ratified by the bargaining unit and the County Commission.

ARTICLE 42

ENTIRE AGREEMENT

Section 42.1

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

Section 42.2

This Agreement may be amended by mutual agreement of the parties. Any amendment must be in writing and signed by the duly authorized representatives of the parties before it will be effective.

ARTICLE 43

EXECUTION AND RATIFICATION

Section 43.1

This Agreement shall become a tentative Contract upon being signed by the County designated representative for the County and the Union representative.

Section 43.2

This Agreement shall not become a final and binding contract until its ratification by the majority of the employees in the bargaining unit and its approval by the Lee County Board of County Commissioners at its first meeting following the ratification by the employees.

RATIFICATION

This is to certify that a majority of the bargaining unit employees voting, approved the Agreement at meetings held between ~~June 8, 2001 and June 10, 2001.~~

WITNESSED BY: SOUTHWEST FLORIDA PROFESSIONAL
 FIREFIGHTERS AND PARAMEDICS
 LOCAL 1826, IAFF, INC.

BY: _____
District Vice President, IAFF Local 1826, District 2

BY: _____
Jim Brantley
Secretary/Treasurer, IAFF Local 1826

This is to certify that the Lee County Board of County Commissioners approved the Agreement at its meeting on _____, 20____.

WITNESSED BY: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Donald D. Stilwell, County Manager

BY: _____
_____, Chairman
Lee County Board of County Commissioners

ATTEST: CHARLIE GREEN
CLERK OF COURTS

By: _____
Deputy Clerk

Original

CONTRACT BETWEEN

LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

AND

SOUTHWEST FLORIDA
PROFESSIONAL FIREFIGHTERS
AND PARAMEDICS
LOCAL 1826
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, INC.

October 1, 2003 through September 30, 2006

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ARTICLE 1

PREAMBLE

Section 1.1

In accordance with Chapter 447, Part II of the Florida Statutes, this Agreement is entered into by and between Lee County Board of County Commissioners (hereinafter "County" or "Emergency Medical Service") and the Southwest Florida Professional Firefighters and Paramedics, Local 1826, International Association of Firefighters, Inc. (hereinafter, the "Union").

Section 1.2

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

Section 1.3

The Union further recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees who are covered by this Agreement. The Union recognizes that in order for the County to provide maximum opportunities for the continuing employment and good working conditions, the County must be in a strong position, which means it must do business at the lowest possible cost consistent with fair labor standards, a safe work place and quality patient care.

Therefore, the Union, through its bargaining position, assumes a joint responsibility in the attainment of the aforementioned goals and agrees it will cooperate with the County through its agents and designated stewards by supporting the County's efforts to achieve a fair day's work by

the employees covered by this Agreement, to actively combat absenteeism, slowness, and all other practices by employees which restrict or tend to restrict productivity.

Section 1.4

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

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ARTICLE 2
RECOGNITION

The County hereby recognizes the Union as the exclusive bargaining agent for all employees of the County as certified by the Florida Public Employees Relations Commission in Case No. RC-95-034, Cert. No. 1113, November 1995.

The appropriate bargaining unit is comprised as follows:

INCLUDED: Emergency Medical Technician

Paramedic

Emergency Medical Service Pilot

Aircraft Mechanic

Ambulance Maintenance Worker

EXCLUDED: *Public Safety Deputy Division Director*

Public Safety Training and Quality Coordinator

Emergency Medical Service Operations Manager

Emergency Medical Service Administrative Services Manager

Emergency Medical Service Captains

Emergency Medical Service Lieutenants

Emergency Medical Service Chief Pilot

Public Safety Training Specialist

All employees not specifically included in the above-described unit.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1

The management of the Emergency Medical Service (“EMS”) and the direction of its work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation; to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job or shift to shift, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change EMS policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this Agreement; to establish the standards of conduct and work of employees; to establish or change operational standards; to determine the services to be provided by EMS; to discipline or discharge employees for just cause; to lay off employees from duty for lack of work or for other operational reasons; to establish requirements for employment; to promote and demote employees and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the County may determine to be necessary for the orderly and efficient operation of EMS, shall be vested exclusively in EMS,

subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

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

Section 3.2

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

Section 3.3

If, in the sole discretion of the County Manager or designee, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the County Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 3.4

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

Section 3.5

Delivery of EMS services in the most efficient, effective, professional and courteous manner is of paramount importance. Accordingly, the Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 3.6

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

Section 3.7

In the spirit of continued harmonious relations between the employees and EMS, EMS agrees to provide notice to the Union, in writing, of any change in EMS policies or rules of general application prior to implementation, which would affect members of the bargaining unit.

Section 3.8

Nothing contained in this Management Rights Article shall be interpreted as a waiver of the Union's rights to bargain over the impact of the exercise of management rights on wages, hours, and terms and conditions of employment, as required in Chapter 447, Part II, Florida Statutes, and interpretive cases. The request to bargain under this Section must be made within ten (10) calendar days of the notice under Section 3.7 or, if no notice is given, within ten (10) calendar days of the date the Union became aware of a proposed change that is subject to impact bargaining.

ARTICLE 4

STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 4.1

The Union and bargaining unit members do not assert and will not assert or advocate any right to engage in any concerted work stoppage, slow down or strike, or to withhold services or otherwise hinder the County's operations. Each employee who holds a position with the Union occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition of Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6.

Section 4.2

Any and all employees who violate any provision of the law prohibiting strikes or this Article shall be disciplined, up to and including discharge, by the County, and any such action by the County shall not be grievable or arbitrable under the provisions of Article 9 - Grievance and Arbitration Procedure, except to determine if the employee engaged in a violation of Section 4.1.

ARTICLE 5

NON DISCRIMINATION AND EMPLOYEE RIGHTS

Section 5.1

Neither the County nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or nonmembership.

Section 5.2

Employee rights as provided by local, state and/or federal laws are hereby preserved; provided that allegations of discrimination based on race, sex, religion, national origin, disability, age, gender or color will be resolved in the appropriate court or administrative agency and not under Article 9, the Grievance and Arbitration Procedure.

Section 5.3

In the spirit of harmonious cooperation between the County and the Union and in order to provide an atmosphere of safe and effective working conditions, the Union, its members, and its leadership shall do everything within their power to assist the County in guaranteeing a workplace free of discrimination based on race, sex, religion, national origin, disability, age, gender or color. The Union, its members and leadership shall also insure no retaliation against any employee for bringing forth allegations or cooperating in the investigation of such alleged discrimination.

ARTICLE 6

DUES DEDUCTION

Section 6.1

The County shall deduct from the pay of all Union members who authorize such deduction, the monthly dues payable to the Union. The County reserves the right to bill the Union for the reasonable cost of dues deduction if the County is billed for these services.

Section 6.2

Payroll deduction shall be accomplished once a month. The County will only be responsible for deducting dues associated with the paycheck schedule. There is no obligation for the County to deduct dues from specially prepared checks, such as early vacation pay.

Section 6.3

Employees desiring the dues deduction shall authorize it by completing an appropriate form prescribed by the County. The form is attached hereto as Exhibit 1.

Section 6.4

The Union agrees to indemnify the County, and hold it harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the County's compliance or efforts to comply with this Article. The County has no obligation to inform employees of the amount of Union dues or change of such dues.

Section 6.5

It shall be the Union's obligation to keep the County at all times informed, by certification by the Secretary/Treasurer of the Union, of the amount of the uniform dues. Dues will only be

deducted for employees who comply with Section 1 of this Article and who authorize deduction of dues by executing Exhibit 1.

Section 6.6

The County's monthly transmission of dues money to the Union will be accompanied by a list of names of employees affected, and the amount transmitted with regard to each.

Section 6.7

The County will not deduct or transmit to the Union at any time any monies representing fines, fees, penalties, or special assessments.

Section 6.8

The obligation to commence making deductions on account of any particular authorization shall become effective with respect to the calendar month following the month in which the authorization is received, provided it is received on or before the 20th of the month by the County.

Section 6.9

Any employee may withdraw from membership in the Union at any time upon thirty (30) days written notice to the County and the Union. Upon receipt of such notification, the County shall terminate dues as soon as practical and notify the Union.

Section 6.10

Employees shall have the ability to make regular uniform donations to the IAFF - Fire Political Action Committee (PAC) through regular payroll deductions. Requests to begin or end such voluntary donations shall be made in writing on a form as specified by the County. Such donations shall be forwarded monthly to the Union.

ARTICLE 6 -- EXHIBIT 1

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

I hereby authorize the Lee County Board of County Commissioners, or its agents, to deduct from my earnings, the regular monthly dues (uniform in dollar amount) in the amount certified by the Treasurer of Local 1826/I.A.F.F., Inc., and further authorize the remittance of such amounts to said local Union in accordance with the currently effective Agreement between the County and the Union. This authorization is revocable by a notice in writing to the Lee County Board of County Commissioners.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the County and any agent of the County from liability therefor.

NAME _____ DATE _____

SOCIAL SECURITY NUMBER _____

SIGNATURE _____

AUTHORIZATION TO STOP PAYROLL DEDUCTION OF UNION DUES

I hereby authorize the Lee County Board of County Commissioners, or its agent, to stop deducting the sum which was designated and current by the Treasurer of Local 1826/I.A.F.F., Inc. from my wages.

NAME _____ DATE _____

SOCIAL SECURITY NUMBER _____

SIGNATURE _____

ARTICLE 7

RULES AND REGULATIONS

Section 7.1

All rules, regulations, memoranda, Standard Operating Procedures ("SOP") and Medical Protocols affecting EMS or its employees in effect on the effective date of this Agreement shall remain in full force and effect, if not specifically in conflict with any Article or Section of this Agreement. Authority to change, modify or delete rules, regulations, memoranda, policies, procedures or protocols rests with the County.

Section 7.2

Any rules, regulations, memoranda, SOP and protocols affecting EMS or its employees issued after the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.

Section 7.3

A copy of any new rules, regulations, memoranda, SOP, protocols or changes in existing ones, and memoranda implementing revisions to the above, shall be provided to the Union Office in advance for review. To the extent required by law the County will engage in impact bargaining; provided that such bargaining must be requested within ten (10) calendar days of the notice under this Section or the bargaining obligation is waived.

Section 7.4

Within one hundred eighty (180) days of ratification of this contract all rules, regulations, memoranda, standard operating guidelines and medical protocols mentioned in 7.1-7.3, excluding any Federal Aviation Administration (FAA) required manuals, directives or memoranda, will be available to all employees at each EMS station. The FAA required document will be distributed, updated and maintained according to Federal Aviation Regulations. New rules, regulations, memoranda or standard operating guidelines will not be enforced until employees have been notified of the change. All previous rules, regulations, memoranda, standard operating guidelines and medical protocols will be reviewed by union and EMS management and a relevant archive will be established. This archive will be made available in each station.

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ARTICLE 8

SENIORITY

Section 8.1

Seniority is defined as continuous service with the Lee County EMS and is that time actually spent on active payroll plus those periods specified in Section 2 of this Article. The seniority date shall be an employee's last date of hire in Lee County EMS. It is agreed that the seniority provisions of this Agreement shall not apply to employees who have not completed their probationary period; however, upon the satisfactory completion of his/her probationary period the employee will be entered on the seniority list as of the original date of hire.

Section 8.2

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

- A. *Approved leaves of absence.*
- B. *Any holiday recognized in this Agreement.*
- C. *Vacation periods.*
- D. *Periods of temporary layoff for a regular employee up to one (1) year.*
- E. *Periods of off duty illness or accident up to one (1) year.*
- F. *Qualifying periods of service in the Armed Forces of the United States.*
- G. *Leave granted under the Family Medical Leave Act.*
- H. *Period of time necessary to reach maximum medical improvement arising out of a job related illness or injury.*

Section 8.3

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

- A. He/She voluntarily quits.
- B. He/She is discharged for just cause.
- C. He/She has been continuously laid off for a period of more than one (1) year.
- D. He/She fails to return to work on the date designated in a notification to return to work following lay-off, provided that a minimum notice to return to work of fourteen (14) calendar days shall be given. Such notification to return to work shall be by certified mail or telegram delivered to his/her last known address as shown in the County's records.
- E. He/She fails to return to work at the end of any period specified in Section 8.2 unless the employee has notified the Deputy Director of his/her inability to return and the Deputy Director agrees to extend the employee's absence from work.

In the event an employee who has lost his/her accumulated seniority is subsequently rehired by the County, he/she shall be considered a new employee for all purposes under this Agreement.

Section 8.4

The first six (6) months of employment with Lee County EMS shall be considered probation. An employee will be off probation and considered a regular full-time employee upon receipt of a "meets expectation or above" evaluation, which is performed after six (6) months of employment. The probationary period may be extended up to an additional six (6) months in the sole discretion of the County. During the extension of probation, a person can be evaluated and made a regular

employee at any time. During probation, including extension of probation (i.e., prior to receipt of “meets expectation or above” evaluation which releases the employee from probation), any disciplinary action taken against the employee which would entitle a regular employee to arbitration under Article 15, Section 15.1 shall not entitle the probationary employee to arbitration. Evaluations will be performed by the end of the seventh (7th) month or by the end of the thirteenth (13th) month in the event of the extension of probation.

Section 8.5

The County shall, effective January 15th of each year, prepare a seniority list of the employees *in the bargaining unit*. The seniority list shall be based on the last date of hire with Lee County EMS. The seniority list shall be used as required for the basis of action under other Articles of this Agreement. Once complete, this list shall be given or mailed to the Union. The seniority list shall be conclusively presumed accurate unless challenged by the Union within twenty-one (21) days of its receipt by the Union.

Section 8.6

While on layoff, it is the responsibility of the employee to maintain all licenses and certifications required by the job description and state requirements to retain recall rights under this Article. At the employee’s option, without compensation, he/she can attend in-service training for the period of time eligible for recall.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1

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

Section 9.2

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

Section 9.3

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

Section 9.4

A. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual

agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process his/her grievance.

B. The Union will not be required to process grievances for employees who are not members of the Union, but may be present at any meeting where the grievance may be settled.

Section 9.5

All grievances, as outlined above, must be in writing and must contain the following information:

- (1) Article and Section of the Agreement alleged to have been violated;
- (2) A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;
- (3) Signature of aggrieved employee and date signed; and
- (4) Signature of the Union representative (must be a designated official or steward) if the grievance requests Union representation.

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

Section 9.6

Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant shall present in writing his/her grievance to an on-duty supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall reach a decision and communicate in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

STEP 2: If the grievance is not settled at the first step, the grievant, within ten (10) calendars days of the answer in Step 1, may present it to the Operations Manager or designee. The Operations Manager or designee shall investigate the alleged grievance and may, within ten (10) calendar days of receipt of the written grievance, conduct a meeting between himself/herself, his/her representative as needed, and the grievant. The Operations Manager or designee shall notify the aggrieved employee of his/her decision no later than fourteen (14) calendar days following the submission of the grievance. Failure of the Operations Manager to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If the grievant does not settle his/her grievance in Step 2, the grievant, within ten (10) calendar days, may present it to the Director (EMS) Division of Public Safety, or designee. The Deputy Director or designee shall investigate the alleged grievance and may, within ten (10) calendar days of receipt of the written grievance, conduct a hearing or meeting between himself/herself, his/her representative as needed, and the grievant. The Deputy Director or designee shall notify the aggrieved employee in writing of his/her decision not later than twenty (20) calendar days following the submission of the grievance in Step 3. Failure of the Deputy Director to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4.

STEP 4: If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedures, the grievant may, within ten (10) days after the response is received at Step 3 of the Grievance Procedure, request a panel of ten (10) Arbitrators from the Federal Mediation and Conciliation Service. A copy of the written request will be provided to the Deputy Director.

Section 9.7

Upon receipt of the list, an Arbitrator shall be selected from such panel by alternately striking names from this list (the grievant shall strike first) until the last name is reached.

Section 9.8

The following general rules are applicable to this Article:

- A. Any grievance involving suspension or termination must be filed within seven (7) days of the suspension or termination with the Deputy Director at Step 3.
- B. The Union or employee may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the County mutually agree in writing that the grievance is precedent setting.
- C. No grievance can be amended or supplemented after the initial management response at Step 1 (Step 3 if it involves a suspension or termination) without the written consent of the Deputy Director.
- D. The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
- E. The Arbitrator shall have no power to establish wage scales, rates of pay for new jobs, or to change any wage, except if he is specifically empowered to do so by both parties.
- F. The Arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Section 9.2 and which comply with the requirements of Section 9.4 (A), Section 9.5 and the time limits established by this Article.
- G. The Arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is

no Submission Agreement, then the Arbitrator will rely on the grievance under Step 1 of Section 9.6 (Step 3 if the grievance involves a suspension or discharge).

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

I. The Arbitrator's sole authority with regard to monetary awards is to make the employee whole for all lost wages and other lost benefits of a monetary value. No other damages of any type whatsoever may be awarded.

Section 9.9

There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the County; provided, however, that the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction and authority as set forth in this Agreement.

Section 9.10

The costs for the Arbitrator's services shall be borne equally between the Parties. Expenses for witnesses, attorneys and requested transcripts shall be borne solely by the party requesting and/or utilizing them.

ARTICLE 10

PERSONNEL REDUCTION

Section 10.1

In the event of a reduction in force, probationary employees will be the first laid off. The County will then consider a number of relevant factors in determining selections for remaining layoffs, with the public interest to be of prime importance. Factors to be considered include, but are not limited to:

- A. The average score on the performance evaluations for last three (3) years;
- B. Conduct/disciplinary record for the last three (3) years;
- C. Attendance record for the last three (3) years; and
- D. Seniority.

As between two (2) employees, if the County determines factors A, B and C are relatively equal at the time of layoff, then D shall prevail.

Section 10.2

Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the County until all members of the bargaining unit who were laid off in the prior twelve (12) months are offered recall.

Section 10.3

For purposes of this Article, layoff and recall will be by classification. The County will declare a surplus in a classification and the provisions of Section 10.1 and 10.2 will then apply. For purposes of this Article, Emergency Medical Technician, Paramedic, Emergency Medical Service

Pilot, Aircraft Mechanic and Ambulance Maintenance Worker are considered separate classifications.

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ARTICLE 11
OUTSIDE ACTIVITIES

Section 11.1

Employees shall at all times bear in mind that they are seen by the general public, while off duty as well as on duty, as personnel of the County and shall at all times conduct themselves in a manner so as to bring no discredit or unfavorable publicity to the County. The primary focus of this Section is employee conduct. It is not intended to address an employee's engaging in political activity nor protected First Amendment free speech rights.

Section 11.2

Employees accepting employment with any other employer while employed by the County shall do so only so long as the employment is not a conflict of interest. In such instances, the employee's primary obligation shall continue to be to the County and he/she shall arrange his/her affairs accordingly. Before accepting outside employment of any kind, the employee must give a written notification to the Deputy Director. Outside employment must not prevent the employee from being mentally and physically able to work when the employee reports for duty with the County.

Section 11.3

No outside employment shall create a conflict of interest or appearance of a conflict of interest in accordance with Section 112.313, Florida Statutes.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1

Upon written request from an employee and recommendation from the Public Safety Deputy Division Director or designee, in his/her sole discretion, a leave of absence may be granted, without pay. Leave without pay will not be granted unless the employee has exhausted his/her vacation leave. An employee, with the prior consent of the Public Safety Deputy Division Director which will not be unreasonably withheld, will be permitted to work while on leave.

Section 12.2

Such leaves are intended to be granted only for temporary disability, health, parental, education, military service or extenuating and extraordinary personal reasons. Said leaves may not exceed twenty-four (24) weeks in length. Where an employee requests a leave of absence not to exceed two (2) weeks in length, such leave may be approved by the Public Safety Deputy Division Director or designee, provided the employee has exhausted his/her accrued appropriate leave.

Section 12.3

Other than retaining the original date of hire, and except as otherwise provided by law, no benefits, including sick and annual leave accrual, will accumulate during unpaid leaves of absence. Holiday pay will not be paid to an employee on a leave of absence.

Section 12.4

Family & Medical Leave Policy - See Attachment 1.

Section 12.5

When the term of the leave of absence expires, the employee may be reinstated to his/her original position when a vacancy in that position comes available, if the employee complies with and meets all current requirements for the position. If the Leave of Absence is for ninety (90) calendar days or greater, the employee will have to be evaluated by an FTO. This may include practical and written testing as required by the EMS Medical Director or designee, at his/her discretion and any other credentials or licenses which may be required. Reinstatement following leave under the FMLA will be in accordance with the law, and the County retains the right to require returning employees to take any medical or other tests permitted by the FMLA. Employees returning from FMLA leave must meet the certification and license requirements and the testing required by the EMS Medical Director.

Section 12.6

The County will assemble and make available in one single packet all necessary paperwork required to be completed by an employee going out on FMLA.

Section 12.7

After complying with the use of sick leave and/or vacation leave as set forth in this Section, employees will be eligible for leave without pay under the FMLA as provided in that Act and regulations adopted thereunder. A notice advising employees of leave availability under the FMLA will be posted with other official County postings. Employees using unpaid leave under the FMLA for his/her own serious health condition must first exhaust available sick leave and all accrued vacation leave in excess of eighty (80) hours prior to going on leave without pay. Employees taking leave following the birth of a child beyond that which the employee's doctor considers medically necessary must use accrued vacation leave in excess of eighty (80) hours prior to going on leave without pay. Employees using leave under the FMLA following adoption of a child or to care for

a child, spouse or parent as required by and consistent with the FMLA must use all accrued vacation leave in excess of eighty (80) hours prior to taking leave without pay. Sick leave cannot be used for sickness in the immediate family except as provided in Section 13.4.

Section 12.8

Sick leave for FMLA leave can only be used as set forth in this Article. The maximum leave for the birth or adoption of a child where both parents work for Lee County in any capacity is twelve (12) weeks between the two employees.

Section 12.9

The County and the employees retain all rights specifically provided by the FMLA.

Section 12.10

The County will comply with the most recent version of County Policy #405, Family Medical Leave Act, in the administration of this Article.

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ARTICLE 13

SICK LEAVE

Section 13.1

All regular full-time employees regularly scheduled on a fifty-six (56)-hour work week shall accrue five point six (5.6) hours of sick leave with pay per pay period. All regular full-time employees regularly scheduled on a forty-two (42)-hour work week shall accrue four point two (4.2) hours of sick leave with pay per pay period. All regular full-time employees regularly scheduled on a forty (40)-hour work week shall accrue four point zero (4.0) hours of sick leave with pay per pay period.

Section 13.2

Sick leave is accrued after the last day in the pay period. No limit is placed on the number of days that may be accumulated.

Section 13.3

In November of each year, employees who have two hundred (200) or more hours of unused sick leave as of the immediately preceding September 30 shall be eligible to sell back sick leave in excess of two hundred (200) hours which has been accrued but not used during the current fiscal year. The buy back rate will be fifty percent (50%) for those employees with six (6) years of current consecutive service with the County; and twenty-five percent (25%) for those employees with less than six (6) years of current consecutive service with the County. Sick leave which is not paid out on an annual basis may be accumulated for future use, but will not be subject to payout in subsequent years or upon separation. The maximum buyback under this Section will be one hundred four (104) hours for forty (40) hour employees, one hundred nine and two tenths (109.2) for eighty-four (84) hour employees and one hundred forty-five and six tenths (145.6) hours for one hundred twelve

(112) hour employees. The payment for the annual buy back will be calculated at the applicable percentage based on years of service with the County at the employee's hourly base rate as of the date specified by the County for all other County employees.

For employees who were employed by the County prior to October 8, 1998, upon separation of employment with the County, employees will be paid for all available sick leave accrued prior to October 8, 1998, according to the following schedule:

- a. For employees vested in the Florida Retirement System (FRS), the payment will be calculated at the rate of fifty percent (50%) of the current hourly base rate for the employee times the number of hours sold.
- b. For employees not vested in the Florida Retirement System (FRS), the payment will be calculated at the rate of twenty-five percent (25%) of the current hourly base rate for the employee times the number of hours sold.

Section 13.4

Paid sick leave is not to be taken prior to the time of its accrual. Sick leave may only be utilized for employee sickness, sickness in the employee's immediate family (spouse, child or parent living in the immediate household or where the employee's presence is required to attend to a child under parental custodial care outside the immediate household), necessary medical appointments, injury, disability, pregnancy, including post-birth for the female to the extent considered medically necessary by her doctor, or for quarantine by health authorities or a physician and as permitted for an employee's own serious illness by Article 13, Section 13.5. Employees may be required to supply proof of sickness, injury or disability, including the employee's spouse, child or parent and the appropriate proof that the employee's presence is required, by submitting, at their own expense, a physician's statement:

- a. after four (4) non-consecutive sick days in a rolling year,
- b. when there is a pattern or practice of sick leave usage; or
- c. when there is a basis to form a reasonable suspicion that sick leave is being abused.

Employees may be sent to a physician of the County's choosing for such purpose, in which event the County Employee Health Nurse will pay the expenses thereof. Any employee sent to a physician selected by the County must agree to permit the County to talk to the physician and obtain information from the physician if the employee's illness is a danger to fellow employees or the public and about work limitations, and expected date of return to work.

Section 13.5

To receive full sick leave pay on a day of absence that qualifies for sick leave, the employee must notify the supervisor on duty by phone at least one (1) hour prior to his/her starting time of the inability to report to work. Failure to provide the minimum of one (1)-hour notification shall result in one (1) hour loss of sick pay for each quarter hour increment of no call-in prior to starting time. An employee who is absent and fails to notify the supervisor prior to the start of their shift, shall be docked two (2) hours of sick leave for every hour of unreported absence during the shift in addition to the four (4) hours charged for failure to call in one (1) hour prior to the beginning of the employee's shift. Absence due to doctors' appointments or other foreseeable causes must be approved prior to the use of sick leave; provided, however, absent an emergency, employees working any schedule other than day time Monday through Friday must schedule medical appointments during non-work hours. Sick leave forms will be prepared and submitted by the employee prior to leaving work or as soon as the employee returns to work, as appropriate. Nothing in this Section will prohibit the County from taking normal disciplinary action.

Section 13.6

Bargaining unit employees may participate in the County-wide sick leave pool (Lee County Policies and Procedures Manual 401:2).

Section 13.7

Employees who are sick but have exhausted accrued available sick leave hours may utilize accrued vacation hours to cover their absence.

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ARTICLE 14

BEREAVEMENT/JURY DUTY/WITNESS DUTY/VOTING

Section 14.1 Bereavement

A regular employee shall be granted, upon request, up to seventy-two (72) hours of bereavement leave with pay, due to the death of his/her spouse, child, or parent. For the employee's sibling, grandparent, grandchild, step parent, stepchild, stepbrother or stepsister; the employee's spouse's child, foster child, parent, guardian, sibling, grandparent, grandchild or for any person for whom the employee is the legal guardian, bereavement leave with pay shall be granted, upon request, up to forty-eight (48) hours. Such request must be submitted to the Deputy Director of Public Safety or designee prior to the leave.

An employee requesting bereavement leave shall provide a statement in writing to his/her immediate supervisor giving the name of the deceased and his/her relationship to the employee, as well as the location (city and state) of the memorial. This information shall be attached to the leave request form kept in the official personnel record for the employee located in the Department of Human Resources.

Section 14.2 Jury Duty

When a regular employee is required to serve on jury duty, the employee shall be relieved of responsibility for his or her regular work shift and the County shall pay the employee the amount that would have been received had the employee worked his/her regular work shift. All employees who are required to serve on jury duty shall report to their supervisor that they have been subpoenaed for jury duty within twenty-four (24) hours of receiving such notice, when possible, but in no event later than the beginning of the next work shift. When an employee is released or is excused from

jury duty for the remainder of a work day or permanently, the employee shall, as soon as possible, notify the on-duty supervisor of availability for work. Payments received by the employee for jury duty, except for meals, travel and lodging expenses, shall be endorsed to the County.

Section 14.3 Witness Duty

Employees who are required or requested to attend any legal proceeding on duty as the result of the work they perform for the County, or are subpoenaed to any legal proceeding involving or concerning their work with the County, shall be paid their regular hourly rate of pay and be relieved from normal work responsibilities until they are released from said legal proceeding, provided their *personal interests are not adverse to the County*. In the case of an off duty obligation to attend a legal proceeding arising out of work performed for the County where the employee's personal interests are not adverse to the County, the employee shall be paid his/her regular hourly rate of pay for all hours spent attending the legal obligation with a three (3) hour minimum. It shall be the employee's responsibility to notify his/her scheduling supervisor and provide a copy of the legal documentation. For any court appearance, it shall be the employee's responsibility to document the following: time arrived, time released, and a signature from the party requiring their attendance. The County will provide the form for this documentation. Payments received by the employee for witness duty, except for meals, travel and lodging expenses, shall be endorsed to the County. All employees who are representing the County in any legal proceeding will wear their EMS issued daytime uniform.

Section 14.4 Time Off to Vote.

Employees shall be granted one (1) hour time off with pay to vote on all designated federal, state and local election days, if the employee's work schedule does not allow the employee at least two (2) hours off before or after work while the polls are open or allow the employee to vote while on duty. Time off to vote must be requested in advance and then scheduled by each employee's

scheduling supervisor. This Section does not apply to employees assigned to Boca Grande who will vote by absentee ballot if they choose to vote.

Section 14.5 Military Leave

A. An employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States shall, upon presentation of a copy of the employee's official orders to the employee's supervisor, be granted leave with full pay and without loss of benefits (including retirement) during periods in which the employee is ordered to active duty for training, and that time will be considered continuous service.

1. Requests for military leave under this subsection shall be submitted in writing with proper documentation at least one (1) month prior to the commencement date of the orders.
2. Whether continuous or intermittent, such paid leave under this subsection shall not exceed seventeen (17) working days in any twelve (12) month period.
 - a. Each 12-hour or less shall equal one (1) working leave of absence.
 - b. All other shifts over twelve (12) hours and up to twenty-four (24) hours shall equal two (2) working days leave of absence.
 - c. Any absence in excess of seventeen (17) working days under this subsection may be covered by accrued and available vacation leave, or be an excused absence without pay.

B. Any employee who is ordered to report for a physical examination with the Selective Service System shall, upon presentation of official orders, be granted paid leave for this purpose.

C. Any County employee who is also a member of the National Guard or a reserve component of the Armed Forces of the United States may be granted leave of absence from their respective duties to perform active military service. During such leave of absence the County shall supplement the employee's pay to the level earned at the time they were called to active duty. Additionally, the employee shall be entitled to preserve all benefits and retirement privileges, and such time will be treated as continuous service.

D. Abuse of the provisions set forth for military leaves shall result in disciplinary action.

E. Falsification of the need for, or any records relating to, military leave shall result in disciplinary action.

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ARTICLE 15

DISCHARGE AND DISCIPLINE

Section 15.1

Disciplinary actions of the County shall be subject to arbitration.

Section 15.2

The County retains the right to discipline any employee with just cause. An employee is not entitled to any particular number of warnings prior to the imposition of discipline, however discipline must be proposed within forty-five (45) calendar days of the time the County actually became aware of the violation.

Section 15.3

In determining the appropriateness of discipline, the County shall consider the seriousness of offenses; the employee's work performance; conduct and disciplinary record; and any other factor relevant to fair and appropriate discipline. It is the intention of the County to use progressive discipline in an effort to rehabilitate employees. However, where circumstances warrant, immediate termination with just cause may be utilized.

Section 15.4

Except in exceptional circumstances (i.e., when the employee's presence or continued presence on the County property may create a danger to County employees or the public), an employee shall have the right to an informal hearing prior to the proposal of discipline of suspension without pay, disciplinary demotion or termination. At least thirty-six (36) hours prior to any hearing the employee will receive written notice of the time and the place of the hearing. The notice will include:

- (a) the reasons for the proposal of disciplinary action under consideration; and

(b) the general facts which form the basis of the proposed disciplinary action.

An employee may request Union representation consisting of two representatives during any such hearing.

If no disciplinary action is warranted, no record of the alleged charge(s) will be placed in the employee's personnel files.

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ARTICLE 16

WORK WEEK AND OVERTIME

Section 16.1

Employees in the classifications Emergency Medical Technician (EMT) and Paramedic shall work one of the following regular schedules:

- A. Twenty-four (24) hours on duty followed by forty-eight (48) hours off duty in a repeating rotating schedule.
- B. Twelve (12) hours on duty followed by twelve (12) hours off duty with the number of days as scheduled by EMS Operations. This schedule will result in the employee being regularly assigned to work thirty-six (36) and forty-eight (48) hour weeks, twelve (12)-hours on duty followed by twelve (12) hours off duty in a 3/2/2 rotating schedule.
- C. If any other shifts are started other than as set forth above, the County will advise the Union immediately upon management's decision and, upon request, negotiate.
- D. Employees assigned to eight (8)-hour work schedules shall be granted the ability to convert to a four (4)-day/ten (10)-hour schedule, upon request to the Assistant Chief, provided such request shall not be granted more than five (5) times in any calendar year.

Section 16.2

All other bargaining unit classifications will work a regular shift consisting of eight (8) hours or ten (10) hours on duty. Employees assigned to either schedule will work four (4) or five (5) consecutive days and have a minimum of two (2) consecutive days off.

Section 16.3

For purposes of this Agreement, work includes regularly scheduled duty shifts as outlined in Section 16.1 and 16.2, as well as continuation and non-continuation overtime.

Section 16.4

Regardless of shift assignment, employees who work in excess of forty (40) hours in any week, shall be paid time and one-half (1-1/2) their regular hourly rate of pay for every hour actually worked in excess of forty (40) hours. Leave time, whether paid or unpaid, will not be counted as time worked for overtime purposes.

Section 16.5

The work week will begin at 12:01 a.m. Thursday and end at 12:00 midnight Wednesday, one hundred sixty-eight (168) hours later.

Section 16.6

Employees who report to work late will receive no pay for the time missed, rounded to the nearest minute.

Section 16.7

Employees who are held over beyond their normal work shift shall accumulate hours worked in one minute increments rounded to the nearest one (1) minute. Employees called in to work earlier than normally scheduled in conjunction with a scheduled work day, shall be paid in one (1) minute increments.

Section 16.8

Employees who have actually left their assigned duty station after completing a shift and who are notified after leaving that they must return to work in order to work another shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply if the employee has

failed to complete their work at the time they leave or return, for example, to return keys to an ambulance taken by mistake.

Section 16.9

Continuation overtime is defined as a holdover at the end of a regularly assigned shift until such time as another employee reports to duty. Absent reasons acceptable to management, continuation overtime will normally be assigned to the employee performing the function during his/her regular shift. Continuation overtime greater than two (2) hours will be considered and paid as mandatory overtime.

Section 16.10

Non-continuation overtime will be offered and then assigned in a fair and equitable manner such that each qualified employee is given an equal opportunity to work all overtime.

The County reserves the right to assign mandatory overtime in a rotating basis starting with the least senior employee in the classification where overtime is required on a rotation basis only if no qualified employee in any bargaining unit job classification can be found to work the overtime. A running list of this rotation will be maintained on the intranet to prepare an employee for impending overtime. Employees forced to work mandatory overtime shall be paid double their regular hourly rate of pay for all hours worked on mandatory overtime. Employees who feel that they have lost pay and/or related benefits due to unfair, inequitable or an incorrect overtime offer/assignment may address the issue through the Grievance and Arbitration Article outlined elsewhere in this Agreement.

Employees shall not be permitted (outside the conditions outlined in Article 3, Section 3.3 or as a result of continuation overtime) to work more than forty-eight (48) hours in any rolling seventy-two (72) hour period as the result of non-continuation overtime or shift exchange. It is a

mutual responsibility of the employee and the supervisor to advise/determine the number of hours worked.

Section 16.11

Employees in classifications other than Paramedic and EMT will be assigned overtime as needed.

Section 16.12

Nothing in this Article shall be interpreted as a guarantee of any number of hours of work per day or per week.

Section 16.13

EMS employees assigned to twenty-four (24) hour shifts shall be permitted to rest or sleep between calls providing all regular shift duties have been completed for the day. EMS Pilots shall also be permitted to sleep between calls.

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ARTICLE 17

SHIFT EXCHANGE

Section 17.1

The trading of time between employees will be permitted in accordance with the following provisions:

- a. EMTs can exchange shifts with each other. Paramedics can exchange shifts with each other. EMS pilots can exchange shifts with each other.
- b. All exchanges must be requested in writing on the EMS shift exchange request form and approved or denied at the sole discretion of the County. Exchange forms, once approved or denied, shall be returned to the employee requesting the exchange. Forms shall include written explanation for denials if appropriate.
- c. Employees are prohibited from paying another employee to work any portion of their shift. Only exchanges of time will be permitted.
- d. No employee may be scheduled to be at work for more than two (2) consecutive shift exchanges or be off duty for more than five (5) consecutive shift exchanges except for educational purposes and in regular swaps arranged during months when both parties are schedule to work in Boca.
- e. Employees will be responsible for all record keeping of proper exchanges as permitted by the Fair Labor Standards Act.
- f. Shift exchanges for employees reporting late for work will not be permitted.
- g. It shall be the sole responsibility of an employee working for another employee as the result of a swap to make contact with any other employee who may be affected by

their arriving late at the next shift as the result of a swap. This contact shall be made in each and every case and shall be made as early in the shift prior as possible. If the employee they are relieving is unable to stay over and cover for the employee involved in the swap, that employee shall bear the sole responsibility to contact another employee to come in early for them so as to allow them to make their second shift on time. Under no circumstances shall employees be paid overtime for holding over for another employee who is late to arrive at their station due to a shift exchange. Employees who develop a pattern of causing their fellow employees problems related to their failure to arrange hold-over coverage, may, at the discretion of the County, have their ability to enter into shift exchanges suspended for a period as determined by Management

- h. Shift exchange for shift exchanges are not permitted except in situations where the employee is unable to cover the swapped shift due to situations as outlined in (17.5). In such situations the employee who is scheduled to cover the shift must get approval from the on-duty Captain prior to arranging the shift exchange for shift exchange.
- i. Only the employee who initiates the shift exchange may cancel the exchange.
- j. Shift exchange forms should be handed in to the appropriate supervisor for approval.

The use of other means to get a form to a supervisor is discouraged.

Section 17.2

Exchange requests should be submitted on the County form no less than sixty (60) hours and no more than sixty (60) calendar days in advance of the requested exchange; provided that a shift exchange may be approved with less than the requested notice in the sole discretion of the shift supervisor on the shift where the exchange is taking place. If the exchange is approved, it is the

responsibility of the employee to notify the other employee involved in the exchange. Except for the residual exchange provided in Section 17.1(h), a shift exchange must be fully approved and signed by all of the following taking place:

STEPS FOR SIGNATURES AND APPROVAL:

1. The employee wishing the shift exchange.
2. The employee agreeing to the exchange.
3. The Captain or designee on the shift where the exchange is taking place.

Section 17.3

Off duty management will not be called to gain approvals for a shift exchange. In extreme situations approval by telephone is allowed as long as proper documentation is provided before the time of the exchange. In extreme situations, the EMS Manager or Operations Manager may, when present, approve a shift exchange.

Section 17.4

An employee scheduled to work a shift exchange is not eligible for any type of paid leave.

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Section 17.5

In the event an employee scheduled to work for another does not report to work, the employee who agrees to cover the hours as provided in Section 17.2 will be charged vacation leave at a rate of one point five (1.5) hours for each hour that the employee failed to work (eighteen (18) hours for failure to report on a twelve (12)-hour shift and thirty-six (36) hours for failure to report on a twenty-four (24)-hour shift). If mandatory call-in is required to cover the vacancy, the employee will be charged double time against their vacation hours. If vacation leave is exhausted, it will be deducted from "first earned" hours of future accrual. The County policy relating to tardiness, call-ins and absenteeism under Article 13 will be applicable. Employees on bereavement are exempt from their exchange obligation. They will be charged normal bereavement time at the rate of hour for hour and will not be charged vacation time or bank time.

Section 17.6

The County will not be responsible for any monetary loss incurred by any employee due to the failure of an employee to pay back shift exchange time for any reason. Employees owed shift exchanges must get exchanges paid back within one (1) month of the promotion of either employee involved in the shift exchange or forfeit the return exchange, provided that any return exchange after promotion will not require the County to incur any overtime nor will the County be required to change any schedule in order to accommodate a return exchange.

ARTICLE 18

VACATION LEAVE

Section 18.1

Regular, full-time employees on the active (*i.e.*, receiving a regular paycheck) payroll shall accrue vacation hours according to the following schedule:

<i>LENGTH OF SERVICE</i>	<i>ANNUAL VACATION HOURS</i>		<i>ACCRUAL PER PAY PERIOD</i>	
	<i>40/42</i>	<i>56</i>	<i>40/42</i>	<i>56</i>
1 Year	96.2	134.68	3.70	5.18
5 Years	120.12	168.17	4.62	6.47
10 Years	144.04	201.65	5.54	7.76
15 Years	156.26	218.66	6.01	8.41
20 Years	168.22	235.56	6.47	9.06

Employees accrue vacation hours from their first day of full-time employment, but are not eligible to use vacation time until they have completed six (6) months of service with the County.

Section 18.2

Upon ratification, employees may select vacation dates for annual leave of a minimum of three (3) shifts for twenty-four (24) hour personnel and five (5) shifts for twelve (12) hour personnel before the following fiscal year (October 1 through September 30). Requests for annual vacation must be received in the Administrative Office on August 15th or the next business day if the 15th falls on a Saturday, Sunday or Holiday. Those employees who select vacation dates will have dates awarded on a seniority basis. Dates requested after October 1 will be granted on a first request/first honored basis. The County reserves the right to refuse the requested dates other than those assigned following the annual requests, and to assign vacations based on staffing requirements, anticipated work load, and current status of operations and vacation opportunities for all bargaining unit employees.

Upon the County's suspension of the employees' right to request vacation leave, any swap time requested by employees during the time of suspension will be granted.

Section 18.3

If annual vacation has not been scheduled, requests for use of additional vacation time must be submitted to the EMS Shift Captain or designee, in writing, using a two-part form supplied by the County no later than forty-eight (48) hours prior to the start of the shift for which vacation is requested. One copy of the vacation request form shall be submitted to the employee's Shift Captain or designee and the second copy is to be retained by the employee. The EMS Shift Captain or designee can approve vacation leave with less than forty-eight (48)-hour notice in extenuating circumstances.

Section 18.4

Vacation leave must be taken in minimums of twelve (12)-hour increments for twenty-four (24)-hour shift employees and eight (8), ten (10) and (12)-hour increments for forty (40)- and forty-two (42)-hour shift employees (depending on shift length).

Section 18.5

The top six (6) senior twenty-four (24)-hour shift employees who request vacation dates as described in Article 18.2 or 18.3; and the top one (1) senior twelve (12)-hour shift employee, (except EMS Pilots), who requests vacation dates as described in Article 18.2 or 18.3, shall be considered "locked in" for those dates once approved. An additional employee (either 12-hour or 24-hour shift) will be granted time off upon requesting under Section 18.3 so long as the County does not incur overtime to allow the other employee off.

Section 18.6

As of the last day of the last complete pay period in December each year, vacation leave accrual cannot exceed three hundred thirty-six (336) hours for fifty-six (56)-hour employees and two hundred forty (240) hours for forty (40)- or forty-two (42)-hour employees. Each employee should carefully monitor his/her accrued hours and promptly notify the EMS Operations Manager if they begin to approach this limit.

Section 18.7

No employee shall be granted Vacation Leave during the same holiday period in two (2) consecutive years. For the purposes of this Section, holiday periods shall be defined as follows:

Holiday	Vacation Period Included in This Section
Fourth of July	July 1st through July 7th
Thanksgiving	4th Tuesday in November through the 4th Sunday in November
Christmas	December 21st through December 28th
New Year's	December 29th through January 3rd

Employees who are granted vacation leave during one of the periods listed above will not be granted vacation leave in the same period in the following year, unless no other employee requests vacation dates during these periods.

Section 18.8

Employees who are involuntarily shift changed and have been approved for vacation leave prior to the change of shift, shall be granted the same time frame of vacation leave on their new shift. Vacation leave will be honored even if granting the leave causes more employees to be off for that time period than would otherwise be permitted.

Section 18.9

Employees who submit requests for vacation outside the provisions of Section 18.2 shall be granted vacation on a first-come, first-served basis if time is available as outlined in 18.5. Employees shall be considered “locked in” for dates requested and granted. The date of the request shall be considered granted on the date that a supervisor or the EMS Operations Manager signs the vacation request form submitted by the employee. Once a vacation has been granted under this Article, another employee cannot bump the employee from the scheduled vacation time.

Section 18.10

Employees, including non-probationary employees who are dismissed for reasons other than theft, or who resign or retire, shall be paid for all accrued vacation earned but not yet taken prior to the date of dismissal, resignation or retirement. Employees who die while employed with the County shall have all accrued vacation hours earned but not yet taken at the time of their death, paid to their designated beneficiary. Such compensation shall be paid at the employee's current rate of pay at the time of separation.

Section 18.11

An employee who takes vacation leave on a holiday shall be compensated therefore with holiday pay as outlined in the Holiday Article of this Agreement.

Section 18.12

Employees who are sick but have exhausted accrued available sick leave hours may utilize accrued vacation hours to cover their absence.

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ARTICLE 19

HOLIDAYS

Section 19.1

Employees are entitled to the following paid holidays on an annual basis:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	As designated
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Dr. Martin Luther King's Birthday	As designated

In addition to the days listed above, bargaining unit employees shall also be granted holidays as per the provisions of this Article for any other day declared a holiday by the Board of County Commissioners and granted as a holiday for other County employees, and shall also lose any holidays that are taken away from the other non-exempt County employees.

Section 19.2

According to the day of the week that both Christmas and New Year's Day fall on, an extra holiday will be granted. The schedule is as follows:

<u>Day Holiday Falls On</u>	<u>Days Granted</u>
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday

If a holiday occurs on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday for employees who normally work Monday through Friday. For employees

who are regularly scheduled to work on Saturday or Sunday, the employee will be compensated as on any other holiday.

Section 19.3

Employees on an unpaid leave of absence or on layoff are not eligible to receive holiday pay. Absence for any reason other than approved vacation, bereavement or civic duty on the day before the holiday, the holiday, or the day after the holiday will result in the loss of holiday pay. Employees that work the holiday will receive holiday pay.

Section 19.4

Employees will be paid holiday pay on the average number of hours regularly scheduled to work per week as set forth below:

- (a) Forty (40) hours average per week - Eight (8) hours
- (b) Forty-Two (42) hours average per week - Eight point four (8.4) hours
- (c) Fifty-six (56) hours average per week - Eleven point two (11.2) hours

If an employee works on a scheduled holiday, he/she will receive time and one-half (1-1/2) for all hours worked on the holiday up to the maximum set forth in subsections (a) through (c) above, in addition to the holiday pay set forth above. All hours worked on a holiday in excess of the hours set forth in (a) through (c) above will be paid at the straight-time rate.

ARTICLE 20

PAY PLAN

Section 20.1

Employees will be paid according to the same schedule as all other County employees.

Section 20.2

Employees on each pay day will receive, in addition to their check, a statement showing gross pay, deductions and net pay. Federal and Social Security taxes will be deducted automatically. No other deductions will be made unless required or allowed by law, contract or employee obligation. Employees may elect to have additional voluntary deductions taken from their pay only if they authorize the deductions in writing, and if the additional deductions are approved by the County.

Section 20.3

Employees who discover a mistake in their pay check, lose their pay check or have it stolen should notify Payroll immediately. In the case of a mistake, the error will be processed in the next payroll processing period after notification. In the case of loss or theft, Payroll will attempt to stop payment on the check and reissue a new one to the employee. However, the employee is solely responsible for the monetary loss and the County is not responsible for the loss or theft of a check.

Section 20.4

Employees who are eligible for vacation leave may receive an advance on their vacation pay so long as an approved request for it is submitted to Payroll at least three (3) weeks prior to the commencement of the vacation.

Section 20.5

A. The following are the job classifications and the minimum and maximum of the range for those classifications:

COUNTY CLASSIFICATIONS AND RANGES

<u>Job Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Ambulance Maintenance Worker	\$24,960.00	\$38,480.00
Aircraft Mechanic	\$37,536.00	\$59,280.00
EMT	\$27,664.00	\$39,312.00
Paramedic	\$37,856.00	\$56,784.00
EMS Pilot	\$48,048.00	\$73,164.00

The County reserves the right to start new employees within the established ranges, based upon education, experience, skill and training up to and not to exceed the mid-point of the range. The hourly rate is based on the employee's annual wage divided by 2,912 for twenty-four (24)-hour employees, the employee's annual wage divided by 2,184 for twelve (12)-hour employees, and an annual wage divided by 2,080 for eight (8) and ten (10)-hour employees.

B. Effective upon ratification, each employee will receive the same CPI increase given to all non-exempt County employees for the 2003-2004, 2004-2005, and 2005-2006 contract years. In addition to the CPI increases listed above, all bargaining unit employees shall receive an additional three percent (3%) per year general wage increase for the 2003-2004, 2004-2005, and 2005-2006 contract years. These CPI and General wage increases will be effective October 1 of each of the second and third contract years. Nothing in this Section will result in any employee exceeding the maximum of the pay range under the Section above. Retroactive to October 1, 2003 all bargaining unit employees will receive a CPI and a three percent (3%) increase for the first year of the contract.

C. In contract year 2004-2005, 2005-2006, the County and the Union will conduct a salary survey of similar work positions using the following ALS EMS/Fire Departments: Lee County Fire Departments, Collier County Fire Departments, Collier County EMS, Manatee County EMS, Palm Beach County Fire/Rescue, City of St. Petersburg, Seminole County, Brevard County, Leon County, Manatee County, Miami-Dade County, Orange County, City of Orlando, and Pinellas County.

The survey will be done in the first quarter of each year and ready by April 1st of each year. All bargaining unit employees will receive a minimum of three percent (3%) for general wage increase, each year or greater if the survey shows an increase above three percent (3%) is necessary.

Section 20.6

When an employee is promoted to a classification with a higher entry level wage, his/her current wage shall either be advanced to the new minimum or increased by ten percent (10%), whichever is greater.

Section 20.7

When an employee is demoted, either by the County or voluntarily, the employee's rate of pay shall be reduced by ten percent (10%), with their rate of pay not to exceed the maximum nor to be less than the minimum of the lower classifications pay range.

Section 20.8

Employees transferred between the work shift schedules hourly rates of pay changed accordingly:

- A. The employee's base annual wage is calculated by multiplying their hourly rate, (minus any adders) by the work shift variable defined in Section 20.5 of this Article.
- B. This base annual wage should then be divided by the new work schedule's variable to produce their new base hourly rate.

If applicable, adders will be totaled into this amount to reveal the new total hourly rate for the employee.

ARTICLE 21

INSURANCE

Section 21.1

The County will provide each full-time eligible employee on the active County payroll group life insurance coverage for bargaining unit employees at no cost to the employee. If benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the County and the insurance company.

Section 21.2

The County will continue to provide health, dental, vision, prescription medication, short- and long-term disability insurance and life insurance for full-time employees in the manner in which those benefits are provided to all other full-time County employees. In addition, the County will continue to provide shared-cost health insurance for Dependents in accordance with County policy.

Section 21.3

Life and Accidental Death and Dismemberment insurance benefits that are based on the employee's annual salary, will be calculated to include the employee's annual regular occurring overtime, rounded up to the next \$1,000.00.

Section 21.4

The County will provide full-time eligible employees on the active County payroll with long term disability coverage at no cost to the employee. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the County and the insurance company.

Section 21.5

The County retains the right to cancel or modify any of the insurance contracts, policies or coverages set forth in Sections 21.1, 21.2, 21.3 and 21.4 and replace it with a new policy, provided the same change is made for non-contractual County employees. In the event a change is made, there will be no lapse in coverage. It is recognized that certain management personnel have a different life insurance program than that set forth in Section 21.3.

Section 21.6

The County will continue to provide employees with no-cost life insurance in accordance with the levels as outlined in the County's worker's compensation insurance policy and in other County policies.

Section 21.7

Full-time employees will be eligible for insurance coverages set forth in Sections 21.1 through 21.5 on the first of the month following one (1) full month of employment with the County.

Section 21.8

The County agrees to continue to provide the option to purchase term life insurance. If benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the County and the insurance company.

Section 21.9

Employees will continue to be permitted to participate in the Pretax Premium Plan that allows medical and dental insurance premiums to be deducted from the employee's gross pay before taxes are calculated. This benefit will be provided only so long as the County continues to offer these programs to all County employees.

Section 21.10

If there is any conflict between the provisions of this contract and the provisions of any insurance policy which provides coverage under this Article, the provisions of the insurance policy will apply.

Section 21.11

In the event an employee should receive an on-duty injury/illness which qualifies them for Federal disability benefits, or die in the line of duty, the County agrees to work closely with the employee's family and the Union in an effort to secure any and all benefits available under the Department of Justice Public Safety Officer Death/Disability Benefit. The County will not be obligated for any costs under this Section.

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ARTICLE 22

PENSION

Section 22.1

During the term of this Agreement, eligible employees shall continue to participate in the Florida Retirement System.

Section 22.2

The County will contribute as required by the provisions of the plan.

Section 22.3

The County agrees to provide employees the ability to participate in the NACO, ICMA, or Nationwide IAFF/FC Deferred Compensation plans. If any are stopped or modified for all other County employees, the same change will affect the bargaining unit. If an additional plan is offered to all other County employees, it will also be offered to the bargaining unit.

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ARTICLE 23

TRAINING, LICENSURE AND CERTIFICATION

Section 23.1

Employees within the bargaining unit are required, as a condition of continued employment, to maintain currency in all certifications and licenses required by federal or state statute, rule or regulation and all necessary or special requirements of the job description for the position in which they are currently employed at the County. It is the employee's responsibility to assure that copies of all certifications and licenses required for employment are current and on file with the EMS Administrative Assistant or designee. The County will provide the employee with a receipt documenting the employee's compliance at the date and time of compliance. The employee will deliver the original or a copy of the certification or license to the EMS Administrative Assistant during normal business hours. EMS copy facilities can be used by the employee to make necessary copies.

Section 23.2

The County will supply employees with required documentation for biannual recertification for all County-sponsored programs successfully completed. These documents will contain Medical Director approval; proof of successful completion; date class completed; and assigned number of Continuing Education Units (CEU). These documents will be provided to employees prior to the deadline for recertification if the employee completes the program(s) within County-specified timeframes. If the employee fails to complete the program as specified, no CEU credit awarded.

Section 23.3

It is the responsibility of the employee to comply with all statutes, rules and regulations for certification and licensure as an EMT, Paramedic or Pilot including, but not limited to the

application completion process, payment of fees, providing all necessary documents, etc. to retain the required licenses and certifications.

Section 23.4

The County will provide a minimum of six (6) off-duty general in-service programs during the course of each fiscal year. The County will assure that the Medical Director(s) provide CEU credit when applicable, and these CEU credits may be used by the employee toward their recertification. Employees who attend the live-in services will have five (5) duty shifts from the last day of in-service to successfully complete the required online testing and any make-up assignments before CEU credit will be awarded. Anything completed after the five work shifts will not be eligible for CEU credit.

EMTs and Paramedics attending live in-service sessions will be paid their regular hourly rate; and if applicable, overtime as specified in Article 16, Section 16.4.

Section 23.5

Each general in-service session will be recorded and made available at each EMS station for on-duty review. All Paramedics, EMTs and Pilots are required to complete the following items within ten (10) work shifts after the last day of live in-service:

- (1) View the in-service recording;
- (2) Successfully complete the on-line test; and
- (3) Complete any make-up assignments

Paramedics, EMTs and Pilots who do not complete this assignment within ten (10) duty shifts are not exempt from completing the work assignment; will be held accountable for all material provided during the in-service; will be subject to disciplinary action as specified in Article 15, Discharge and Discipline; and will not be eligible for CEU credit.

Section 23.6

The EMS Medical Director(s) will, at their sole discretion, determine the amount of CEU credit awarded for each general in-service and outside programs completed by Paramedics and EMTs.

Employees desiring CEU credit for outside programs must submit a written request to the Deputy Chief of Training within three (3) work shifts prior to the date of the program. Each request must include the following:

- 1) Course outline or objectives.
- 2) Instructor(s) and sponsoring agency.
- 3) Course brochure or flyer.

Section 23.7

Employees who have obtained instructor levels in EMS related certifications may be utilized by the County in continuing educational or public educational classes or training programs sponsored by the County. Employees who are required by the County to teach a County-sponsored course or training program will be compensated at one and a half (1½) times the normal hourly rate of pay. Employees who contract with outside agencies (hospitals, fire departments or districts, etc.) to teach a class or training program, will not be paid by the County for this class or training program.

ARTICLE 24

EDUCATIONAL REIMBURSEMENT

Section 24.1

The County agrees to provide educational assistance to eligible employees in accordance with established guidelines. To be eligible for educational assistance, employees must be a full-time, non-probationary employee. Eligible employees may only be reimbursed for courses of study towards their degree or to further their career as set forth in Article 38, and are offered by accredited institutions of learning, as defined by the U.S. Department of Education in the reference text "National Center for Education Statistics Directory of Post Secondary Institutions."

Section 24.2

Employees who desire educational assistance must have prior approval of Human Resources before enrollment. Such approval will not be granted without a positive recommendation by the Deputy Director of Public Safety. The County will consider the following factors in evaluating requests for educational assistance:

- 1) The nature and purpose of the course study.
- 2) The benefits to be derived by the employee and the County.
- 3) The employee's level of responsibility and length of service.
- 4) The estimated cost, and availability of funds.
- 5) Any potential lost time or productivity while the employee attends the program.

Section 24.3

Employees will be reimbursed for the tuition, laboratory fees, books and required course materials only at the actual rate, not to exceed rates at the University of South Florida. Reimbursement will be made at the following percentages for grades achieved:

- 1) A grade of C = Eighty percent (80%) of the allowable reimbursement.
- 2) A grade of B = Ninety percent (90%) of the allowable reimbursement.
- 3) A grade of A = One hundred percent (100%) of the allowable reimbursement.
- 4) Passing a pass / fail course would qualify for one hundred percent (100%) of allowable reimbursement.
- 5) There will be no reimbursement for grades lower than a C or incompletes, withdrawals or failing a pass/fail course.

Section 24.4

Employees seeking reimbursement of educational expenses must submit to Human Resources a certified transcript of their grades and receipts for expenses incurred. The County will then reimburse to the employee the allowable cost of tuition, laboratory fees, books and required course materials.

Section 24.5

Employees who are terminated for cause during employment will not be reimbursed under this Article. Employees who are laid off or who are unable to complete an approved course because of a transfer or change of shift will be reimbursed for the full amount of costs incurred to the date of layoff, transfer or change of shift. Employees who, prior to completing an approved course, voluntarily leave the County for any reason other than lay off will not be reimbursed for the expenses associated with the course.

Section 24.6

Employees seeking reimbursement for educational expenses agree to repay the County in full if they leave the County voluntarily or are terminated for cause within one (1) year from the date of reimbursement. Employees will be required to sign an "Agreement for Reimbursement of Educational Assistance" before receiving payment from the County for educational expenses.

Section 24.7

Employees are expected to schedule class attendance and the completion of study assignments outside of their normal working hours. Shift exchange may be used under the conditions set forth in Article 17 for educational purposes. Educational activities must not interfere with the employee's work. Unsatisfactory job performance as a result of schoolwork during enrollment may result in forfeiture of educational assistance.

Section 24.8

Records of all educational programs completed by each employee will be maintained by Human Resources and the Division of Public Safety in the employee's training and certification file.

Section 24.9

The County will hold a Brian Brunick Memorial ALS Competition. The top performing team will participate in the annual ClinCon ALS Competition. This team will consist of the four top-performing Paramedics selected during this annual, in-house one-hour competition.

The winning team will represent LCEMS both in the Bill Shearer ALS Competition, as well as promotional / recruitment activities with management. These will include, but not be limited to, staffing the LCEMS Recruitment Booth in Convention Exhibitor Hall during the week of ClinCon. The County will provide travel reimbursement and tuition to the medical conference for winning team members. All travel reimbursement will be consistent with County policy.

Section 24.10

To address staffing shortage issues, the EMS County Awards grant will be allocated for funding ten (10) employees annually to attend Paramedic School; this program is conditional upon Lee County EMS being awarded the State grant. This program will be in effect until the staffing shortage is abated. Those employees in the EMT classification are eligible to apply for this scholarship, which will be awarded on a “first come first served” basis, with seniority prevailing. If the employee voluntarily leaves County employment within three (3) years of the graduation date, he or she shall be required to reimburse the County for the expenses on a monthly, prorated basis.

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ARTICLE 25

WORKERS COMPENSATION

Section 25.1

Any employee injured while engaged in the course and scope of his/her employment shall be paid for the employee's full schedule of hours for the day of the accident if a County workers' compensation authorized physician advised that he/she could not or should not return to work that day.

Section 25.2

Employees who sustain an on-the-job illness or injury shall return to light duty work if a light duty position is available within the County which the individual is qualified to perform and provided that they are cleared for light-duty by their physician and that the performance of the duties of the available position do not negatively impact the illness or injury. Employees who sustain an on-the-job injury and are then placed on light or limited duty, will receive their regular wage for all hours worked. Employees who sustain an on-the-job injury and are then placed on light or limited duty will be eligible to receive additional workers' compensation benefits as provided by law and may supplement payments with sick leave and then vacation leave sufficient to provide the employee's pre-injury wage. Human Resources, in cooperation with the EMS Operations Manager, may place the employee in a limited duty position within the employee's stated restrictions and qualifications, if available. While the employee is off duty due to illness or injury, the employee will stay in weekly contact with the EMS Operations Manager, County Employee Health and Wellness Nurse and the County's designated Claims Adjuster to update status. When a physician advises that an employee is ready to return to work, the employee will provide the Employee Health and

Wellness Nurse with a return to duty work slip notice from the employee's physician, stating any physical limitations. The return to work slip will be presented to the Employee Health and Wellness Nurse prior to returning to work. The employee will receive a Return to Duty release from the Employee Health Nurse.

Section 25.3

Employees placed in limited duty work positions as per Sections 25.2 or 25.3 of this Article will not be required to work more hours per week than they would normally average over a two (2) week period while on full regular duty. Employees working in limited duty positions because of a work related injury or illness may have their earned wages supplemented by Worker's Compensation wage loss benefits under the provisions of Florida Statutes, Chapter 440.

Section 25.4

Employees who sustain a job related injury or illness or are involved in a job related accident shall immediately inform their supervisor of the injury or accident. A Worker's Compensation Notice of Injury form shall be completed immediately and forwarded to Risk Management and Lee County Employee Health.

Section 25.5

Employees who are receiving Temporary Total Disability (TTD) benefits, as outlined in Florida Statutes, Chapter 440, may elect to utilize accrued sick and/or vacation time to make up the difference between their regular gross wages and their TTD benefits.

Section 25.6

The County will cover any swap currently approved for an employee who sustains a workers' compensation-approved injury or illness within a seventy-two (72)-hour window following the incident. The swap(s) will be covered until the employee can return to duty.

ARTICLE 26

UNIFORMS AND EQUIPMENT

Section 26.1

The County will furnish all new full-time employees in job classifications Paramedic and EMT the following:

- Three (3) Pair Uniform Pants
- Three (3) Uniform Shirts
- One (1) Jacket
- One (1) Badge
- One (1) Name Tag/Collar Brass
- One (1) Jump Suit
- One (1) Protective Rain Jacket
- One (1) Protective Extrication Jacket
- One (1) Incident Command Accountability Tag
- One (1) Protective Helmet
- One (1) Polo Style EMS Blue Shirt
- Appropriate flight suits and helmet for employees assigned to Air 4.

Employees assigned to the twelve (12) hour schedule will be furnished with a total of three (3) pair of uniform pants and uniform shirts upon assignment, and one (1) jump suits for rotation to night shifts upon being assigned.

The County will provide one (1) Polo style EMS blue shirt to all LCEMS employees. The Polo style shirt will be worn during off-duty Signal 15's, as approved by management.

Section 26.2

The County will furnish all new full-time employees in the job classification Emergency Medical Services Pilot, uniforms as set forth below:

- One (1) Flight Jacket
- One (1) Badge
- One (1) Name Tag/Collar Brass
- Four (4) Flight Jump Suits
- Two (2) Pair Uniform Pants

Two (2) Uniform Shirts

Section 26.3

The County will furnish all new full-time employees in job classifications Ambulance Maintenance Worker and Aircraft Mechanic uniforms as set forth below:

- Four (4) Pair Uniform Pants
- Four (4) Uniform Shirts
- One (1) Jacket
- One (1) Badge
- One (1) Name Tag
- One (1) Protective Rain Jacket
- One (1) Pair Protective Safety Shoes

Section 26.4

The County will provide employees with a yearly uniform allowance of \$300.00 which they may utilize to purchase uniforms from a County-specified and County-approved uniform vendor or vendors, to include approved belts and boots. The employee shall be allowed to purchase any approved uniform items at his or her discretion provided that approved boot purchases shall be limited to one pair per year. Issued equipment damaged due to negligence or loss shall be replaced at the employee's expense and not from uniform allowance. Issued equipment damaged in the line of duty will be replaced by the County and not from uniform allowance. Employees who misplace collar brass may utilize their Uniform Allowance to replace one set per year.

The County agrees to provide employees who are pregnant three (3) new maternity uniform pants, three (3) new maternity uniform shirts, and one (1) new maternity jumpsuit. The issued maternity uniforms will be paid for by the County and not from the uniform allowance.

Section 26.5

Other equipment listed previously will be replaced on an as-needed basis. Employees requesting equipment replacement may be required to exchange their old equipment in order to get it replaced. Equipment damaged due to negligence or loss shall be replaced at the employee's expense.

Section 26.6

Employees who turn in uniforms for cleaning or disposal in accordance with the County Bio-Hazard Protocol shall have the uniform replaced or returned within a reasonable amount of time.

Section 26.7

Employees shall always be permitted to purchase, at employee cost, additional uniforms as outlined in this Article from a supplier selected by the County, if the employee requires or desires uniforms in excess of those provided in this Article.

Section 26.8

The County agrees to make available, when completed, at the station or post a current copy of the following documents within ninety (90) days of the signing of this Agreement:

- Lee County Public Safety/EMS Standard Operating Procedure Manual.
- Lee County EMS Medical Protocol

The EMS Standard Operating Procedure Manual and the EMS Medical Protocol may be changed or modified, by the County, as long as such changes do not conflict with any specific term of this Agreement. The Union will be given a copy of any changes in the Standard Operating Procedure or Medical Protocol for information purposes prior to the effective date of any change.

Section 26.9

When the employment relationship is terminated for whatever reason, the employee will be responsible for the return of all equipment furnished under this Article to the County. All equipment must be returned in good condition and all uniforms will be cleaned and pressed prior to receipt of the final County pay check.

Section 26.10

Employees will be required to wear issued uniforms while on duty, special assignments and Air 4. Employees are to report to work in a clean and pressed uniform with a neat appearance. The employee will be required to wear a white crew neck T-shirt under his/her uniform top. When wearing night uniforms the crew members may wear a dark color crew neck T-shirt under the night gear.

A black belt as part of the day uniform and footwear will consist of black shoes or boots with non-slip type soles. Heels on the footwear are limited to a maximum height of one and one half inches (1 ½"), and the toes must be closed to prevent injury to the foot. Shoes must be kept clean and in good repair. Footwear must be free of accessories such as chains, large buckles, toe caps etc. If the employee chooses to wear low cut shoes they will be required to wear solid dark blue or black socks.

All employees must also report to work with a watch that contains a second counter and black ink pens as required for paperwork.

In extreme weather conditions employees are allowed to supplement their uniforms with long underwear that is to be worn under the uniform. Long underwear tops or sweat shirt colors will consist of solid dark blue or white. Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

Personnel assigned to air operations will be issued a flight suit and helmet to be worn during all operations of helicopter per protocol.

No regular jumpsuit will be worn until dusk hours unless otherwise directed.

Section 26.11

Except as provided herein, no jewelry of any type may be worn while on duty. A wedding ring, wrist watch and/or medic alert bracelet may be worn but no other will be permitted. Necklaces shall be permitted so long as they remain tucked into the employee's t-shirt. Female employees may wear one pair of matched post earrings, one in each ear, not to exceed 3/16 inch in diameter.

Section 26.12

An employee is responsible for the damage or loss of property or equipment due to misconduct or misuse of the equipment on the part of the employee. Equipment is defined as any material good(s) owned and operated by Lee County. Property is defined as any valuable right and interest of the County, its residents or visitors. An employee may be required to pay up to a maximum of \$250.00 for equipment or property that is lost or damaged due to misconduct or misuse of the equipment or property on the part of the employee. The amount to be paid may not exceed the value of the item. The County is responsible to provide the employee a receipt upon request showing the cost of replacement or the reasonable cost to repair the property. If the employee is charged, the item must either be replaced or repaired. Deductions may not exceed \$25.00 per paycheck.

The EMS Manager, or designee, will make the determination regarding the appropriate level of employee fiscal responsibility based on the following:

1. Willful Misconduct:
 - A. The damage or loss of equipment or property was the result of willful misconduct on the part of the employee.
 - B. The incident may also result in disciplinary action. The monetary fine may be considered as part of the disciplinary action.

2. Failure to Take Reasonable Precaution:
 - A. The damage or loss of equipment or property was caused because the employee failed to take reasonable precautions to prevent the incident, but no willful misconduct existed.
 - B. The incident may result in disciplinary action. The monetary fine may be considered as part of the disciplinary action.

3. Extenuating Circumstances:
 - A. The damage or loss of equipment or property was caused because the employee failed to take reasonable precautions but extenuating circumstances existed which made the loss or damage very difficult to prevent.
 - B. The incident may result in disciplinary action.
 - C. In extenuating circumstances, the employee will not be responsible for monetary damages.

Section 26.13

Employees will maintain their hair in a clean and groomed condition. Female employees who choose to have long hair shall keep it pulled back so as to prevent it from falling into an employee's face/eyes. Male hair must be maintained to conform to community standards (no pony

tails, hair below the shirt collar, etc.). Facial hair will be permitted so long as it is maintained in a clean and neat appearance and complies with the grooming standards outlined in the proposed EMS standard operating procedures manual and complies with all Federal and State regulations regarding infectious/biohazardous disease control.

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ARTICLE 27

TRAVEL REIMBURSEMENT

Section 27.1

When authorized by the County to use their personally owned vehicles for official business or approved training, employees will be compensated at the rate per mile as established by Florida Statutes.

Section 27.2

When traveling outside of Lee County on approved business for the County and not being paid their hourly rate of pay, employees will be paid a per diem rate per day of travel/business equal to the amount set by Florida Statutes, Section 112.061, as it may be amended or revised from time to time.

Section 27.3

Employees scheduled to work Boca Grande shall be required to report for duty at Boca Grande at the normal starting time. No additional compensation will be paid for employees working at Boca Grande. If any County employee is reimbursed for the Boca Grande Tolls, then all bargaining unit members will be reimbursed.

Section 27.4

Employees sent on a vehicle for an out-of-town transfer farther than one hundred (100) miles outside Lee County shall be provided the following:

- Money or Credit Card for tolls
- Money or Credit Card for fuel purchases
- Cellular phone for emergency communications while outside Lee County.

Section 27.5

If any County employee is reimbursed for the Sanibel Tolls, then all bargaining unit members will be reimbursed.

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ARTICLE 28

EMPLOYEE ASSISTANCE PROGRAM

Section 28.1

The employees will be provided with the opportunity to utilize the County's Employee Assistance Program. Any employee who desires confidential, professional help with life problems, may contact the Employee Assistance Program provider directly.

Section 28.2

All information relative to each participant's program involvement will only be recorded in a confidential medical file, with access limited as required by law.

Section 28.3

If the County offers the employee an opportunity to participate in the Employee Assistance Program as a part of a Last Chance Agreement and the employee accepts the Last Chance Agreement, the employee must waive confidentiality and agree that the County can communicate with the Employee Assistance Program counselor and have access to all Employee Assistance Program records relating to the employee.

Section 28.4

It shall be the policy of the County to provide every bargaining unit member an opportunity for Crisis Intervention or Critical Incident Debriefing within seventy-two (72) hours of their involvement in a critical incident where the symptoms suggest it or are recognized. For this Section a critical incident shall be defined as any situation faced by the employee that would cause them to experience strong emotional reactions that have the potential to interfere with their ability to function either on the scene or after returning from the scene.

Section 28.5

The Tri-County C.I.S.D. Team shall be activated by the EMS Supervisor at the request of any employee following a critical incident.

Section 28.6

Defusings may take place within the time frame specified by the lead mental health professional following the incident and may be conducted by the C.I.S.D. Team. The C.I.S.D. Team shall conduct any defusing in coordination with the Supervisor to ensure employee well being and service level. Defusings are not mandatory.

Section 28.7

Debriefings should be conducted within the time frame specified by the lead mental health professional and should not be mandatory. Department personnel should be encouraged to participate. Debriefings are not mandatory.

Section 28.8

The County will work with the Union to develop a call matrix and response system for call types that may trigger the need for a C.I.S.D. or defusing. The need for down time, defusing or debriefing will be evaluated by a supervisor and designated EMS bargaining unit C.I.S.D. team member.

ARTICLE 29

UNION BUSINESS

Section 29.1

Members of the bargaining unit shall have the right to join the Union or not join the Union.

Section 29.2

Union members shall contribute four (4) hours of accrued vacation leave time to the Union Time Bank during January of each year.

Leaves as listed above shall be granted from the Union Time Bank so long as hours remain in the bank each calendar year. Once hours in the bank are exhausted to zero (0), no leave shall be granted from the Union Time Bank until contributions are made to the bank next January.

Deductions from the Time Bank will be taken from the Union Time Bank as provided in Section 29.3 and will be charged on an hour for hour basis. Deduction requests from the Time Bank must first be approved by a principal officer of the Union before the request is submitted to the County under Section 29.3.

Section 29.3

Union Representatives shall be allowed time off to engage in Union business or activity if no overtime is incurred to cover the union representative. The request must be in writing and must be received twenty-four (24) hours in advance. Time off for such purposes will be charged to the Union Time Bank if the charge is approved in advance as required by Section 29.2; otherwise, it will be charged as time without pay.

Section 29.4

To preserve the delivery of service and in accordance with Section 447.509, Florida Statutes, the Union, the members, agents or representatives or any persons acting on their behalf are prohibited from the following acts: conducting Union business during working hours, distributing literature during working hours in areas where the actual work of public employees is performed such as offices, fire stations, and any such similar public installations. The internal mail system cannot be used for the distribution of Union literature or material.

Section 29.5

A complete list of Union Representatives will be furnished to the Deputy Director of Public Safety or his/her designee.

Section 29.6

Once a quarter, the members of IAFF Local 1826 Dist. 2 Lee County EMS, shall be granted space within the Emergency Operations Center or, if it is not available, within the Administration Building, to conduct membership meetings. The use of the space shall be granted so long as a request for its use is made to the Deputy Director of Public Safety no later than four (4) days prior to the date of the meeting(s) and so long as the requested space is not otherwise in use. Permission can also be withdrawn in the event of a hurricane or other natural disaster.

Section 29.7

The County will permit the Union to post bulletin boards as set forth in Article 34, Section 34.4. Postings of notices on the bulletin board shall be restricted to:

- (a) Notices of Union meetings.
- (b) Notice of Union elections and results of such elections.
- (c) Notice of Union recreational and social affairs.

(d) Notice of Union appointments and other official Union business.

All notices shall be signed by an officer of the Union before they are posted. No materials, notices or announcements shall be posted which contain anything of a controversial nature and which adversely reflects upon Lee County or Lee County Emergency Medical Services, the elected officials of Lee County or any Lee County employees.

Section 29.8

The Union shall be granted one (1) hour of time on County property during EMS new employee orientation to explain to new employees issues concerning union membership, collective bargaining and the union contract. The Union presentation shall be pre-approved by the County and County management shall be present during the presentation. During this period of time Union representatives may distribute Union literature.

Section 29.9

The employee shall have the ability to vote at designated union polling places for Local 1826 issues provided it is in their regular coverage area or the unit is in the area of the designated polling place, provided there is no negative impact on ambulance coverage.

ARTICLE 30

ALCOHOL AND DRUG TESTING

Section 30.1

Both the County and the Union recognize that drug and alcohol abuse is a growing problem among our nation's work force. The County and the Union also recognize the tremendous cost, both in terms of efficiency and in human suffering caused by needless work place accidents. Acknowledging the necessity for action, the following Alcohol and Drug Testing Program is hereby initiated.

Section 30.2

In the event a member of management or a bargaining unit employee has a reasonable suspicion to believe that an employee is under the influence of drugs or alcohol on duty, he/she may require that the employee submit to an industry accepted breathalyser test, blood test, urinalysis and/or other appropriate testing. When practical, a minimum of two (2) personnel not in the bargaining unit must concur that reasonable suspicion exists. Bargaining unit employees shall be subject to drug or alcohol testing for any of the following reasons:

- a) reasonable suspicion to believe that an employee is under the influence of drugs or alcohol while on duty;
- b) work-related incident with or without injury;
- c) motor vehicle crash;
- d) injury to a patient or employee resulting from the negligent action or inaction of an employee;
- e) medication inventory discrepancies;

- f) excessive disbursement of controlled substances during patient care;
- g) significant loss or damage to public or private equipment or property due to negligence;
- h) as part of the pre-employment screening;
- i) during annual employer provided physicals;
- j) as per FAA regulations for Air Crew personnel;
- k) excessive absenteeism;
- l) inappropriate conduct or behavior.

Employees required for alcohol or drug testing, shall be monitored and escorted immediately for testing. Upon completion, the employee shall be placed on administrative leave until results are obtained and/or cleared to return to duty.

Section 30.3

Any employee who refuses to submit to a breath, blood, urine, and/or other tests shall be placed on administrative leave and subject to disciplinary action up to and including their termination.

Section 30.4

In order to promote safety, health and security concerns, the Deputy Director of Public Safety and/or designee may search lockers, vehicles and other EMS owned or supplied areas. The County reserves the right, based on reasonable suspicion, to search employee-owned vehicles, hand bags, lunch boxes, and other containers or personal effects including outer clothing. At no time will any employee's clothing be searched by or in the presence of a member of the opposite sex. An employee's refusal to cooperate with or submit to a search may result in disciplinary action up to and including discharge.

Section 30.5

All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform the EMS Medical Director and Employee Health & Wellness Coordinator in writing that they are taking such medication on the advice of a physician. It is the employee's responsibility to also inform their supervisor of the possible side effects of the drug on performance and expected duration of use. The prescribing physician must provide a statement that the employee can perform all of the employee's normal job functions, which will be provided to the employee's supervisor prior to starting work.

Section 30.6

The cost of drug and alcohol screening tests required by the County will be paid by the County.

Section 30.7

The County retains the right to discipline up to and including discharge any employee who uses, possesses, dispenses, sells or buys illegal drugs or narcotics, whether on or off duty, or who uses or possesses alcohol while on duty, or who reports to work under the influence of illegal drugs or alcohol. The existence of an Employee Assistance Program does not affect the right of the County to impose discipline, up to and including termination, for violating this Article.

Section 30.8

Any employee who is convicted, pleads guilty or *no lo contendre* (no contest) to any criminal drug statute violation, whether on or off duty, must notify the Director of Human Resources no later than five (5) days after such conviction. Failure to do so will be cause for appropriate disciplinary action, up to and including termination. Once the County receives such information, the County will make the appropriate determination as to what disciplinary action, if any, is to be taken.

Section 30.9

If the County decides to institute random drug testing in EMS after the execution of this contract, it will offer to negotiate the impact of this decision with the Union prior to implementation.

Section 30.10

Bargaining unit employees will be provided, at no cost, an annual medical examination.

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ARTICLE 31

EMT TO PARAMEDIC PROGRESSION / FIELD TRAINING OFFICER PROGRAM

Section 31.1

This Article defines the process for progression from EMT to Paramedic. The remaining sections define the Field Training Officer Program.

Section 31.2

Any Lee County EMS employee in an EMT position who meets minimum criteria and desires to progress to Paramedic must have completed all minimum job requirements as listed below:

The employee will send the application packet to the EMS Training Manager or designee, and the packet must include:

- Current County Employee Job Application Form
- Copies of necessary essential certifications (*i.e.*, PM Cert., ACLS, BCLS).

Upon receipt of the completed application packet, the employee will be placed in the Field Training program at the next available time, regardless of any previous sector assignments. The Paramedic trainee will be given a training manual, which will be the structured training plan conducted by the FTO. Paramedic trainees shall adhere to all policies and procedures as outlined in the Lee County Common Treatment Guidelines, SOG, and preceptor program manuals.

Section 31.3

If at any time the Paramedic trainee fails to progress as outlined in the training manual, a meeting will be held between the Paramedic trainee, FTO, Training and Shift officers. A two-week time frame will be given for the Paramedic trainee to display progress in the identified areas. If the Paramedic trainee fails to progress by that two-week time frame, the Paramedic trainee will be

removed from the FTO program. Reapplication shall be made at the recommendation of Operations Staff and Training Staff.

Section 31.4

A. Upon successful completion of the Field Training Program, the Operations Manager, Training Manager, or their respective designees, and the Medical Director(s) will conduct an oral interview with the employee. This will be a pass/fail interview.

- The EMS Chief, or his designee, will determine the content of the operational questions developed for this interview.
- The Medical Director(s) will determine the content of the clinical questions developed for this interview.
- The Medical Director(s) shall make the final recommendation for promotion of the employee to function as a Paramedic under his license.
- The oral interview shall be videotaped for further review, if necessary.

B. Upon successful completion of the oral interview, the Paramedic trainee shall be granted full privileges to function as a Paramedic and pay as outlined in Article 20. Shift assignments will be made a the sole discretion of the County.

C. If the Paramedic trainee fails the oral interview, the employee will be allowed to interview again, unless this will exceed the six (6)-month time frame to complete all program requirements (Field Training Manual and Oral Interview).

D. If the Paramedic trainee does not successfully complete all program requirements by six (6) months, the employee will be removed from the program. Extension of, or re-application to the program will be at the sole discretion of the County.

Section 31.5

Upon date of ratification, a list of employees in the Paramedic classification will be determined. This list will take priority over the list as described in Section 31.6. Availability for FTO program vacancies from this list will be determined in chronological order. The first selected will be the employee who was reclassified from EMT to Paramedic the longest from date of ratification. All personnel in a Paramedic classification shall remain at current pay rate until completion of the FTO program. If the Paramedic does not successfully complete all program requirements within six (6) months from beginning of the FTO program, the employee will be removed from the program and reclassified to EMT within a pay reduction as outlined in Article 20. Extension of, or re-application to the program will be at the sole discretion of the County.

Section 31.6

The employee in the EMT classification who possesses a valid Florida Paramedic certificate and other necessary State / County requirements will, upon application, be placed on a waiting list and permitted to attempt the FTO program from EMT to Paramedic as vacancies become available. Availability for FTO program vacancies from that waiting list will be determined in chronological order. The first selected will be the employee who was reclassified back to EMT the longest from date of ratification. Upon successful completion and promotion to Paramedic, the trainee will receive a one-time sum payment of \$3,000.00 and have his/her wages increased according to Article 20, Section 20.6.

Section 31.6a

Every employee in an EMT position who meets the Field Training Program (FTP) entry requirements, once having elected to participate in the FTP to progress from EMT to Paramedic,

must complete the program and become a Paramedic within four (4) years after making that election to enter the program.

Section 31.6b

Every successful FTP Paramedic awarded the one-time lump sum payment of \$3,000.00 must remain in the employment of Lee County EMS for a period of one (1) year after receipt of the bonus. Upon any early voluntary termination of employment, the Paramedic shall return to Lee County EMS the entire bonus paid including any taxes withheld or paid by the County at the time the bonus was paid. This amount may be withheld from any final paycheck(s) due the employee upon termination and the County may pursue any legal remedy to recover said bonus.

Section 31.6c

Employees who voluntarily demote from any Paramedic position upon election to participate in the FTP shall not be eligible for the one-time lump sum bonus.

Section 31.7

Personnel in an EMT position who possess a valid Paramedic license, will be permitted by the Lee County EMS Medical Director(s) to perform ALS skills under the direct supervision of a Paramedic, and only after demonstrating proficiency consistent with Lee County EMS' protocol, policies and procedures. Direct supervision will mean that the employee (EMT as described earlier in this Section) will not attend an ALS patient during transport unless a Paramedic is also in attendance in the patient compartment of the unit.

Section 31.8 - FIELD TRAINING OFFICER

The provisions of this Article apply specifically to those Paramedics assigned to the EMS Field Training Officer (FTO) position, unless specifically stated otherwise. All other Articles and

Sections of this Collective Bargaining Agreement will pertain to employees assigned to the EMS Field Training Officer position, unless modified by this Article.

Section 31.9

The County reserves the right to changes its FTO program at its sole discretion. This type of operational change includes all provisions set forth in Article Three, Management Rights.

Section 31.10

While assigned to the FTO position, Paramedics shall continue to work the regularly scheduled work shift pattern of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. In addition, Paramedics assigned to the FTO position will be required to attend meetings, seminars, classes, etc., as assigned by the EMS Training Manager or designee.

Section 31.11

While assigned to the FTO position, Paramedics will be paid \$250.00 per month. This pay adder is in addition to their regular wages.

Section 31.12

Paramedics will be assigned or unassigned to the FTO position at the sole discretion of the County. The number of FTO positions, the number of FTO positions per shift, sector or district will be determined at the sole discretion of the County. Minimum FTO staffing will be 3 per shift. Every reasonable attempt will be made to keep FTO Paramedics in their annually bid for sector / district assignments. If an FTO Paramedic fails to perform as required during their assignment, they will be reassigned to a Paramedic position and shall have their pay reduced according by the \$250.00 monthly payment.

Section 31.13

Minimum qualifications for the FTO position are as follows:

- 1) Two years experience as a Lead Paramedic with an ALS-9-1-1 provider;
- 2) At least one year as a Paramedic with Lee County EMS (released with full ALS privileges);
- 3) Current ACLS provider card, with ACLS Instructor certification*
- 4) Current BTLS provider card, with BTLS Instructor certification*
- 5) Current PALS provider card, with PALS Instructor certification*

* With the exclusion of minimally required certifications, the applicant must obtain provider / instructor level certification status at the next available offering.

Section 31.14

Application process for the FTO assignment will be as follows;

- 1) Paramedics interested in becoming an FTO will need to submit a resume that outlines experience and the reason(s) why the candidate desires the assignment. Included with this resume, the candidate must include copies of all required / preferred certifications.
- 2) The entire application package shall be forwarded to the EMS Training Coordinator on or before the advertised date.

Section 31.15

The selection process for the FTO position will be through an interview board consisting of a Medical Director, Operations and Training Supervisors, and a Paramedic appointed by the bargaining unit Divisional Vice President. The interview committee will make a recommendation to the EMS Chief at the completion of their process.

ARTICLE 32

QUALITY MEDICAL ASSURANCE/IMPROVEMENT

Section 32.1

Where mandated by local ordinance, state rule or regulation or customer demand, it is the goal of the County to measure, analyze and report the performance of all components of the EMS care delivery system. The County and the Union agree that participation in quality assurance/improvement activities is vital to the maintenance and improvement of the delivery of EMS to the citizens and visitors of Lee County.

Section 32.2

Empowering an employee's certification is within the discretion of the Medical Director(s) contracted with the County. Revocation of an employee's certification empowerment or Medical Director(s)' privileges is at the discretion of the Medical Director(s) under contract with the County and if revoked as per the provisions of this Article shall not be subject to the grievance and arbitration procedures outlined elsewhere in this Agreement.

Section 32.3

The assessment of an individual's performance will be based on standards established, outlined or selected by the Medical Director(s). The County may use any of the following methods to measure the systems performance:

A. Skills Credentialing

Effective with the execution date of the contract, Skills Credentialing may be performed for all EMTs and Paramedics. This skills assessment may be conducted in conformity to the following guidelines:

1. Individuals shall not be required to participate in Skills Credentialing any more often than once every twenty-four (24) months. This shall not include Skills Credentialing ordered as part of a Remedial Action ordered by the Medical Director(s) that is a part of a Q/I Incident.
2. EMTs will be tested on current state curriculum or any EMT protocol instituted by the Medical Director(s).
3. Skills Credentialing shall be performed on all employees once every twenty-four (24) months.
4. Any employee who passes a promotional assessment center during the six (6) month period preceding the calendar year of the Department-wide credentialing process, will not be required to assess / test until the next biennial credentialing process.
5. The Credentialing process will comprise both a written test and practical skills performance testing. Test questions for both test instruments will be will be derived from the Lee County EMS Treatment Guidelines and SOG.
- 5a. The skills competencies will be derived from the BLS and ALS procedures listed in the EMS treatment Guidelines.

Paramedics and EMT's who successfully complete County-approved PALS, ACLS, BLS and BTLS will be eligible to satisfy credentialing requirements as spelled out prior to course approval. During announcements sent to employees regarding approved classes, the EMS Training staff will identify which skills may be completed for credit towards their Credentialing requirements.

The employee is responsible to provide the EMS Training staff with verification of successful completion in any of these classes. Remaining skills will be completed within the departmental credentialing program.

6. The minimum grade in each required category shall be at least eighty percent (80%) without rounding.
7. Skills Credentialing shall be conducted during an employee's off-duty or on-duty hours and shall be conducted during the months of April – November. Employees will be given a minimum of fifteen (15) days written notice prior to their Skills Credentialing.
8. Skills Credentialing when performed off-duty shall be treated as hours worked for the purposes of overtime calculation and employees involved in the required testing shall be paid the appropriate straight time or overtime rate for said Credentialing.
9. Paramedics who have participated in and met the minimum score in each category tested, as set forth in Paragraph 5 above for promotion, during the last twenty-four (24) months shall be exempt from Skills Credentialing.
10. Employees who are on approved leave on the date of their scheduled Skills Credentialing will be required to make up the Credentialing upon their return to work even if this is outside the April through November time frame.
11. Any and/or all Skills Credentialing elements listed above may be incorporated into, and accomplished during, regular mandatory in-service training sessions as outlined in Article 23. In addition, in-service testing on protocol changes, new medications and equipment etc. may also be

conducted during in-service training sessions. If Skills Credentialing is done during the normal in-service training, employees shall be paid under Article 23, Section 23.4.

All EMTs and Paramedics must successfully complete this process to maintain their rank and privileges for the next twenty-four (24)-month period.

B. Pre-Hospital Q/I Forms

Feedback and comments received by EMS from medical staff, physicians, other public safety agencies or the public regarding patient care, procedural efficacy, interagency staff relations, demeanor, etc. This feedback is investigated by supervisors, training staff and administration as necessary. Remedial actions may be prescribed and implemented as needed, and, if disciplinary in nature, will be subject to the grievance and arbitration procedure; provided that remedial action or revocation of privileges by the Medical Director(s) will not be subject to the grievance and arbitration procedure. Pre-hospital Q/I forms may also be utilized to pass along positive feedback and/or commendations in reference to EMS employee performance.

C. Field Observation

Field observation of service delivery may be accomplished by any personnel with operational responsibility. The Paramedics are primarily responsible for all care delivered by the crew members on their ambulance, including but not limited to probationary or non-probationary Paramedics and EMTs, other public safety personnel and student riders, etc. provided that the Paramedic shall have the sole right to limit the care delivered by probationary or non-probationary, EMTs, other public safety personnel and student riders etc. Every Lee County EMT and Paramedic is required to monitor the care provided while on the

scene and during transport with the best interest of the patient(s) in mind. It is the responsibility of the Paramedics to report all deviations from the standard of care or protocol, situational anomalies, etc., witnessed during duty shifts through written reports, evaluations, incident reports or additional methods as prescribed by order, guideline, policy, protocol or procedure. In addition, Paramedics will complete evaluation reports on probationary employees, employees who are participating in remedial training pursuant to the Medical Director(s) direction and student trainees.

D. Q/I Incident Investigation

The following process shall be utilized in the investigation of Q/I Incidents. The process outlined herein shall be utilized in response to incidents relating to medical treatment and/or deviations from established protocols and standing orders as outlined by the Medical Director(s). Remedial Action ordered by the Medical Director(s) as the result of a Q/I Incident Investigation shall not be subject to the grievance and arbitration procedure. The Q/I Investigation process shall not be utilized *solely* for investigations into incidents/complaints that arise from incidents involving violations of operational guidelines, incidents involving public relations or violations of rules and regulations. However when operational and quality assurance issues arise out of the same incident or event, the operational and Q/I Investigations may occur at the same time.

The decision of the Medical Director(s) to revoke an employee's privileges to work under the Medical Director(s)' license in any classification shall be final and binding. In any grievance/ arbitration procedure arising out of the County's action following revocation of privileges by the Medical Director(s), the sole issue before the arbitrator will be whether or not the Medical Director(s) followed the procedures under this Article. If the procedures

were followed, an arbitrator shall not disturb any action taken by the Medical Director(s) nor the County's action implementing the Medical Director(s)' action. Any disciplinary action in excess of the action necessary to implement the Medical Director(s)' decision will be subject to arbitration.

If the Medical Director revokes the privilege of the employee to work under the Medical Director(s)' license as a Paramedic or an EMT, the County's decision to demote or terminate as necessary to implement the Medical Director(s)' action will not be considered disciplinary action and will not be disturbed.

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ARTICLE 33

PART-TIME AND ON-CALL EMPLOYEES

Section 33.1

The County reserves the right to hire part-time or on-call employees to perform EMT and Paramedic bargaining unit work. The County will not use temporary or part-time employees while there are qualified employees on layoff eligible for recall. For the purposes of this Section, “qualified” will be interpreted as set forth in Article 8, Section 8.6 and Article 10, for example; no temporary on-call or part-time employee will be hired while employees in that classification are on lay-off and eligible for recall, nor will the County use part-time or on-call employees if the number of employees in the bargaining unit falls below the number that was in the bargaining unit on the date of certification of the Union as exclusive bargaining agent in PERC Case Number RC-95-034, Certificate Number 1113.

The County agrees to limit its selection of Paramedics to those who:

- currently possess LCEMS Medical Director privileges and required certifications, and
- have completed and been released from the entire Lee County EMS / F.T.O. / Field Training Program, and
- works with a local ALS service functioning under the County’s ALS provider License, or
- who recently retired from, or left the full time employ of Lee County EMS.

Any part-time or on-call Pilot, Paramedic or EMT must participate in departmental in-services, training and must maintain certifications as required by job description and/or departmental or Medical Director policy and procedure.

The primary purpose of part-time or temporary on-call employees will be to cover overtime requirements caused by vacation and sick leave. Part-time and on-call employees will be required to abide by Article 23 and all mandatory training that is required of full time employees.

Section 33.2

Part-time employees are defined as employees regularly scheduled to work less than an average of thirty (30) hours per week. Temporary on-call employees are individuals who do not have a regularly assigned work schedule but who are subject to call. Part-time and temporary on-call employees will be paid no less than the minimum hourly rate for the classification and work schedule (twelve (12)-hour or twenty-four (24)-hour) assigned. Benefits, except to the extent required by law, will not be paid to part-time or temporary on-call employees.

Section 33.3

Temporary and part-time employees shall serve at the will of the County.

Section 33.4

The County agrees to limit the total number of EMS part-time and on-call employees employed, to a number not to exceed fifteen percent (15%) of the number of full-time bargaining unit positions.

Section 33.5

The County agrees that employees working in part-time and on-call EMT or Paramedic positions shall not work more than forty-eight (48) hours in any two (2)-week pay period.

The limitations in this section shall not apply to part-time or on-call Pilots provided that all overtime pilot work shall be distributed in a fair and equitable manner.

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ARTICLE 34
STATIONS AND POST

Section 34.1

During the term of this contract, the County will maintain stations spread geographically throughout the County. Each station will be equipped as set forth in Section 34.3.

Section 34.2

The County retains the right to identify primary station locations for twenty-four (24)-hour units or primary posting locations for twelve (12)-hour units that meet the minimum requirements of the strategic plan for stations. The County may close or change primary station locations or open new primary station locations as the system's needs change. If a new primary station location is established, the County agrees to equip it as outlined in Section 34.3. If a primary posting location is established, the County agrees to equip it as outlined in Section 34.5. There is no requirement to equip secondary or standby posting locations.

Section 34.3

Twenty-four (24) hour stations shall be supplied with the following minimum equipment and services:

- Two (2) twin beds
- Air conditioning and heat
- Microwave oven
- Video VHS player
- Full-size refrigerator
- In stations where a stove is not permitted, but an outside gas grill is permitted, said gas grill and a propane tank will be provided. Employees will be responsible for providing the propane.
- Radio Plectron
- Assortment of dishes, to include plate, drinking glass, coffee cup, knife, fork and spoon
- Color television with cable service or satellite.

Telephone (local service)
Sink / Counter combination for kitchen area
Water service
Bathroom with bathing facilities
Assorted cooking pans and utensils
One (1) night stand/lamp per bed
Electric service
Desk area for paperwork with lamp
Shift lockers - three (3) to nine (9) as space permits
Chairs for desk and tables, recliners for the day area (one per person on duty)
One (1) Union bulletin board (to be supplied by the Union)

Section 34.4

The County will establish twelve (12)-hour units to supplement the twenty-four (24)-hour units. The twelve (12)-hour units will work twelve (12)-hour shifts on a 3/2/2 schedule. The County will identify primary posting locations for each of the units. The County reserves the right to establish additional units at its sole discretion based on increases in demand for service, response time, workload, etc..

Section 34.5

Each primary posting location listed in Section 34.4 above and any subsequently designated primary posting locations shall be supplied with the following minimum equipment and services:

Air conditioning and heat
Microwave oven
Video VHS player
Radio Electron
Color television with cable service or satellite.
Telephone (local service)
Sink / Counter combination for kitchen area
Water service
Refrigerator
Bathroom facilities
Electric service
Desk area for paperwork with lamp
Chairs for desk and tables, recliners for the day area (one per person per duty)
One (1) Union bulletin board (to be supplied by the Union)

As new primary locations are identified and opened, the location will be equipped as soon as it can reasonably be done; provided that where applicable the landlord does not prohibit the listed equipment and services.

Section 34.6

The above equipment and services as set forth in Sections 34.3 and 34.5 may be supplied either directly by the County or provided by the organization owning the building housing the EMS unit. The County, in cooperation with personnel assigned to the twenty-four (24)-hour stations and personnel assigned to or working out of a primary posting location will work together to ensure that the equipment owned by the County listed in Sections 34.3 and 34.5 is maintained in good working condition.

Section 34.7

Employees may be assigned a daily/weekly cleaning schedule by EMS management at any station or primary posting location. The cleaning assignment may also be accomplished under the direction of fire department/hospital supervisors for employees housed in stations located in fire stations or hospitals.

Section 34.8

The County will establish a Building/Station Committee to plan, review and improve new and existing stations according to the strategic plan of 2003. The Committee will be made up of Management and Union representatives and will evaluate every EMS station to meet the minimum standards for all stations.

ARTICLE 35

STAFFING

Section 35.1

During the month of April each year, the County and the Union will evaluate and reconfigure the sectors as needed based on call volume and geographical location. Personnel assigned to these sectors will work the twenty-four/forty-eight (24/48) schedule.

The County will establish a starting time of no earlier than 0630 hours and no later than 0730 hours for all twenty-four (24)-hour shifts. Once established, the starting time will not be permanently changed unless a minimum of fifteen (15) calendar days advance notice is given to those affected by the change.

Employees assigned to a Sector will rotate through each station monthly on a continual basis. Relief personnel may be required to work on either a twenty-four (24)- or twelve (12)-hour unit, depending on operational needs.

1. Twelve (12)-hour Shifts.

Each twelve (12)-hour shift crew will be assigned a posting location. Subject to the above, the crews will initially work one of the following shift schedules:

- (a) 09:30 to 21:30
- (b) 10:30 to 22:30
- (c) 19:00 to 07:00

The County reserves the right to add additional twelve (12)-hour shifts during the term of the contract. Employees permanently assigned to the twelve (12)-hour shifts will not rotate among the regularly scheduled starting times. Such starting times may be temporarily changed due to unforeseen operational requirements. If a twelve

(12)-hour shift starting time is permanently changed, a minimum of fifteen (15) calendar days notice of the change will be given to those affected.

Employees permanently assigned to the twelve (12)-hour shifts will receive a five percent (5%) differential added to their regular straight time while so assigned. The differential will be included in the base rate for overtime purposes and may cause the employee's pay to exceed the maximum of the range.

2. All employees will pick their Sector or twelve (12)-hour shifts by seniority, subject to the following restrictions:

a. Two (2) Paramedics will not be assigned to work together as a crew on a shift within a Sector, or twelve (12)-hour shifts until each of the crews has a Paramedic assigned.

b. Assuming sufficient personnel is available, each twenty-four (24)-hour shift will have a minimum of five (5) Paramedics assigned to the Relief Shift on a monthly basis, rotated as set forth in Section 35.1, paragraph 1.

c. As vacancies occur in a Sector or on a twelve (12)-hour shift after the annual bid/ assignment, the County reserves the right to place a new hire on the crew within the Sector, or on the twelve (12)-hour shift with the vacancy, and/or transfer personnel as necessary based on the County's demonstrated operational needs. If a Paramedic or EMT is required, the County will offer the position to those relief Paramedics/EMT on that shift in order of seniority beginning with the most senior employee. If no Paramedic/EMT selects the open sector position, then the Paramedic/EMT with the least seniority shall be transferred to that open sector position. If the Paramedic or EMT vacancy

is on a twelve (12)-hour shift, the vacancy will be filled by the least senior Paramedic / EMT from a Sector that has more than the minimum required number of Paramedics / EMTs. Nothing in this paragraph will preclude the County from selecting volunteers. Relief will be afforded in the form of Paramedic for Paramedic and EMT for EMT.

- d. There will be no husband/wife crews or "live-in" crews.

Section 35.2

Between July 1 and July 15 of each year, beginning July 2004, all Paramedics and EMTs will bid for a sector, relief or twelve (12)-hour schedule, including starting time. The County is responsible to notify each employee one (1) week in advance of the bid via the County's e-mail system. Requests for sector assignments must be received in the Administrative Office prior to the end of the business day on the last business day of the deadline. The County is to make electronic transfer of the employee's bid request available to the employee. After the selection, which will be announced between July 16 and August 15 of each year, management will make the initial assignment of shift. The change will take place at the beginning of the first pay period in October 2004 and in subsequent years of the contract.

Section 35.3

The parties recognize that the implementation of the contract and continued implementation of twelve (12)- and twenty-four (24)-hour units may result in unforeseen issues. Therefore both parties, as part of a mutual effort to provide the citizens of Lee County with the best EMS service available, will meet as necessary to resolve issues which may be created; provided that there will be no change in contract language without the mutual agreement of the parties.

ARTICLE 36

SAVINGS CLAUSE

Section 36.1

If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force for the duration of this Agreement.

Section 36.2

In the event of invalidation of any Article or section, both the employer and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

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ARTICLE 37

AGREEMENT TO FUND

Section 37.1

The County agrees to allot, secure and provide funding necessary to satisfy and keep whole all articles of this Agreement during the duration of this Agreement.

Section 37.2

The County agrees not to rely on any Florida Statute or Constitutional Provision as a reason to refuse funding any article set forth in this Agreement.

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ARTICLE 38

EDUCATIONAL INCENTIVES

Section 38.1

Employees meeting and maintaining any of the following educational requirements or certifications shall receive educational incentive pay as reflected in the schedule below.

1. Two percent (2%) Increase = A.S. Degree or A.A. Degree in related Aviation, Emergency or Medical study field (i.e., Nursing, Emergency Medical Technology Aviation, Public Administration, or a Registered Nurse License).
2. Four percent (4%) Increase = Bachelors Degree in related Aviation, Emergency or Medical study field (i.e., Nursing, Public Administration, Pre-Med., Psychology, Biology)

The above incentives will be included in the base rate of pay for overtime purposes.

Section 38.2

Employees may receive educational incentive pay for an Associate degree or a Bachelor degree but not both, i.e., the maximum total incentive under this Article is four percent (4%).

Section 38.3

EMS pilots who obtain and maintain C.F.I. or A.T.P. rating through the FAA shall receive an Aircraft Training Officer incentive of two percent (2%) added to their base hourly rate of pay. Aircraft mechanics who obtain and maintain I.A. certification shall receive two percent (2%) added to their base hourly rate of pay.

ARTICLE 39

SERVICE STANDARDS

Section 39.1

Both the Union and the County recognize the importance of maintaining the best possible response times to calls for service in Lee County. As such, the bargaining unit employees agree to work diligently and safely to insure the best possible response times. In addition, the County recognizes that the EMS system design and staffing must continue to meet the increasing demands for service.

Section 39.2

Lee County EMS response times will be reviewed on an on-going basis. The County and Union agree to use as benchmarks, the criteria defined within Lee County Ordinance No. 02-19. In addition to these benchmarks, the County will consider 2,000 responses per ground ambulance on average, as a workload indicator.

Section 39.3

In the instance that benchmarks go unmet, the County will complete an analysis to determine the method most beneficial in addressing the unmet benchmark. The method employed will be an operational analysis to determine the cause and corrective action to be taken. If this fails to address the issue, then the EMS Program will request additional resources; provided however, that the decision to grant additional resources is at the sole discretion of the Board of County Commissioners.

ARTICLE 40

FLIGHT OPERATIONS

Section 40.1

The provisions of this Article apply specifically to those employees in the Lee County Helicopter Operations Section, unless specifically stated otherwise. All other Articles and Sections of this Collective Bargaining Agreement will pertain to employees assigned to the Lee County Helicopter Operations, unless modified by this Article.

Section 40.2

The County intends to change its Flight Operation operating methods from Part 91 to Part 135 of the FAA regulations. This change may include changes to scheduling, operational work method, and training and record keeping for all Flight Operations staff.

Nothing in this Article shall diminish the Union's right to bargain pursuant to Article 3, Section 3.8 of this Collectible Bargaining Unit.

Section 40.3

Employees assigned to the EMS Pilot position will normally work a schedule of twelve (12) hours on duty followed by twelve (12) hours off duty. All duty and flight time will be in accordance with Federal Aviation Regulations, Part 135.

Section 40.4

All employees assigned to the Lee County Helicopter Operations will be paid in accordance with Article 20 of this Agreement. Pilots assigned to the Lee County Helicopter Operations will be paid a three percent (3%) night shift differential.

Section 40.5

Flight Medic will be considered an assignment. Paramedic employees will be assigned to the Helicopter Operations at the sole discretion of the County. Any Paramedic unassigned from the helicopter will take the place vacated by the Paramedic selected by the County to replace the assigned Paramedic until the next sector bid, unless the County requires the Paramedic to fill another Paramedic opening with equal or greater operational significance, deemed at the County's sole discretion. The County reserves the right to temporarily assign supervisory staff to the helicopter at its discretion to cover for training, vacations, illnesses, injuries or emergencies. Flight medics who accept the assignment will work a twenty-four (24)-hour shift. Once selected, the senior Paramedic assigned to helicopter on that shift shall select their sector bid assignment during the annual bid assignment while the less senior Paramedic assigned to helicopter shall not be permitted to make a sector bid choice. Once sector bids are awarded, Paramedics on that shift shall route to and from the sector bid position.

Section 40.6

Employees in the aircraft mechanic's position will normally work an eight (8) hour day/forty (40)-hour week schedule. The County, at its discretion, will allow the modification of the mechanic's schedule(s), upon the mechanic's request or as necessary to meet workload or to return the aircraft to operational readiness as soon as possible, so long as this modification of schedule does not cause any employees to be compensated for hours not worked, and does not cause an excessive overtime to be encumbered by the County.

Section 40.7

Employees in the aircraft mechanic's position, or with aircraft mechanic job responsibilities will receive \$3.00 per hour for all hours on stand-by. All employees on aircraft mechanic stand-by

will be expected to be available for call-in during their off-duty time during their assigned stand-by. All employees on aircraft mechanic stand-by are restricted to stay within the local area so that they can respond to a page within fifteen (15) minutes by phone, and/or within one point five (1.5) hours to the aircraft operations base to swipe-in, pick up tools, etc.. The aircraft mechanic and other employees that share on-call stand-by will develop a six (6) month schedule and give it to the EMS Helicopter Operations Manager or his designee two weeks prior to the first assignment on that schedule.

Section 40.8

1. The aircraft mechanic or employees with aircraft mechanic duties will be paid call out pay for a minimum of two (2) hours when called out. The call out minimum will be at one and one half (1.5) the regular rate if the employee has worked more than forty (40) hours per week.

2. The aircraft mechanic or employees with aircraft mechanic duties will be reimbursed monthly for long distance or cellular phone calls incurred for County business. Appropriate documentation must support reimbursement requests.

3. The aircraft mechanic or employees with aircraft mechanic duties will be reimbursed monthly for mileage on his/her personal vehicle if driven on County business after arrival at work. A County vehicle is to be used if available. Appropriate documentation must be submitted to support reimbursement requests.

Section 40.9

If any maintenance or repair work project required for the aircraft necessitates a change in the normal work schedule of the aircraft mechanic, or other employees with aircraft mechanic responsibilities, the County, at its sole discretion, will allow the modification of these employee's schedules so long as their temporary modification of work schedules does not cause any employees

to be compensated for hours not worked, and does not cause an excessive overtime to be encumbered by the County.

Section 40.10

The aircraft mechanic(s) will coordinate their vacation time in advance with the EMS Helicopter Operations Manager or designee to assure proper maintenance / repair services are available during their absence.

Section 40.11

When the aircraft is out of service for repair, maintenance, or any other reason and the continued presence of the pilot is not required by the County to assure its timely return to service, the EMS Pilot will notify the EMS Captain or designee of the day. The Captain or designee will reassign the EMS Pilot and Paramedic into the operation as needed for the remainder of their duty shift. This may include staffing an ambulance with a Paramedic or supervisor to provide augmentation of service to offset the absence of the helicopter in the operations. Therefore, the EMS Pilots will maintain skills and demonstrate proficiency in the biennial credentialing process for an EMT crewmember.

Section 40.12

Non-EMT, on-call pilots shall complete an in-house medical training familiarization course prior to being assigned with a single paramedic.

ARTICLE 41

DURATION

Section 41.1

The Contract shall be effective from October 1, 2003, and shall remain in full force and effect through September 30, 2006; provided that either party may reopen up to two Articles each for the 2005-2006 contract year by giving the other notice of intent to reopen during the month of February. If one party reopens, the other party is entitled to reopen up to two Articles even though that party did not give notice of reopening. It is agreed that the parties cannot reopen for the elimination of the twenty-four/forty-eight (24/48) hour work schedule prior to the contract expiration. Either party may reopen or terminate the entire contract for the period beginning October 1, 2006 by giving the other party notice of reopening or termination during February, 2006. Pursuant to Article 20, the parties agree to reopen wage negotiations, which may include the introduction of a pay for performance program, and enhanced educational incentives for 2004-2005. If the contract is reopened or terminated, it is agreed that no general wage increases, CPI, performance increases or any other change will be made in rates of pay as they exist on September 30, 2006, until a new contract is ratified by the bargaining unit and the County Commission.

ARTICLE 42

ENTIRE AGREEMENT

Section 42.1

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

Section 42.2

This Agreement may be amended by mutual agreement of the parties. Any amendment must be in writing and signed by the duly authorized representatives of the parties before it will be effective.

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ARTICLE 43

EXECUTION AND RATIFICATION

Section 43.1

This Agreement shall become a tentative Contract upon being signed by the County designated representative for the County and the Union representative.

Section 43.2

This Agreement shall not become a final and binding contract until its ratification by the majority of the employees in the bargaining unit and its approval by the Lee County Board of County Commissioners at its first meeting following the ratification by the employees.

RATIFICATION

This is to certify that a majority of the bargaining unit employees voting, approved the agreement during voting held between April 19th and April 21st, 2004.

WITNESSED BY:

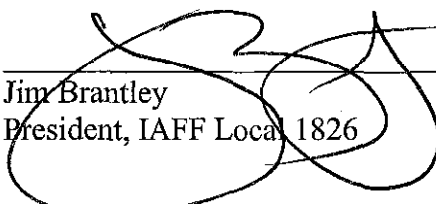
**SOUTHWEST FLORIDA PROFESSIONAL
FIREFIGHTERS AND PARAMEDICS
LOCAL 1826, IAFF, INC.**

BY:



District Vice President, IAFF Local 1826, District 2

BY:



Jim Brantley
President, IAFF Local 1826

This is to certify that the Lee County Board of County Commissioners approved the Agreement at its meeting on _____, 20____.

WITNESSED BY: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Donald D. Stilwell, County Manager

BY: _____, Chairman
Lee County Board of County Commissioners

ATTEST: CHARLIE GREEN
CLERK OF COURTS

By: _____
Deputy Clerk

Policy:

It is the policy of Lee County Government to grant its employees up to twelve (12) weeks leave of absence in any twelve (12) month period to be used in accordance with the provisions of the Family & Medical Leave Act (FMLA).

Comments/Procedures:

405:1 GENERAL

1. Employees who have been **employed** for at least one year (52 weeks – which need not be consecutive), *and* have **worked** at least 1,250 hours during the preceding twelve (12) month period are eligible for family and medical leave.
 - For employees who are not eligible for FMLA leave, the County will review business considerations and the individual circumstances involved. Any leave granted under these special conditions and circumstances would be non-FMLA leave that does not afford the protections granted to eligible employees by the Family & Medical Leave Act.
2. The term **“immediate family”** means:
 - a) Spouse – the husband or wife of the employee as defined or recognized under State law for purposes of marriage (Spouse does not include any ‘live-in’ partner, husband or wife from common-law marriage entered into after January 1, 1968, nor any other situations not recognized as a legal spouse under the laws of the State of Florida); and
 - b) Child or ‘Son or Daughter’ – the son or daughter of the employee that is biological, adopted, or foster child, a legal ward, or a child of a person standing *in loco parentis* who is (a) under eighteen (18) years of age or (b) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability; and
 - c) Parent – the biological parent of an employee or an individual who stood *in loco parentis* to an employee when the employee was a son or daughter.
 - *Note:* The Department of Human Resources in consultation with the County Attorney’s Office shall make determinations regarding *in loco parentis* conditions and qualifications on a case-by-case basis.
3. “Immediate family” **does not** include “in-law” parents, grandparents, “in-law” grandparents, or any person not expressly defined above.
4. Family & Medical Leave Act only requires that a total of twelve (12) weeks of unpaid leave be made available in any twelve (12) month period. Where paid leave is available, the County requires the use of paid leave as follows:
 - a) The use of accrued sick leave for serious health conditions (in accordance with Policy 401 – Sick Leave);
 - b) The use of accrued vacation leave down to eighty (80) hours; and
 - c) The use of any accumulated compensatory time off for hourly employees.The remainder of the leave period will consist of unpaid leave.
5. The remaining eighty (80) hours of available vacation leave not required by the County to be taken for FMLA leave will be available to the employee for use in accordance with an FMLA leave at the sole discretion of that employee.

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405:2 REASONS FOR LEAVE & CONDITIONS/RESTRICTIONS

1. All employees who meet the applicable time-of-service requirements may be granted a combined total of twelve (12) weeks of leave, whether paid or unpaid, [during any twelve (12) month period] for the following reasons:
 - a) The birth of the employee's child and in order to care for the child;
 - b) The placement of a child with the employee for adoption or foster care;
 - c) To care for the employee's spouse, child or parent who has a serious health condition (the care of grandparents or in-laws is not covered under the FMLA); or
 - d) A serious health condition that renders the employee incapable of performing the functions of his/her job.
2. Leave to be used for the birth or placement of a child for adoption or foster care must be taken within twelve (12) months from the date of the birth or placement. If the County employs both parents, they will be permitted to take a combined total of twelve (12) weeks of leave for the birth or placement of the child.
3. Family or medical leave may be taken as intermittent leave or leave on a reduced schedule only if there is a **medical need** for such leave (as distinguished from voluntary treatments and procedures), and that such medical need can be **best** accommodated through an intermittent or reduced leave schedule.
 - a) An employee needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule the leave so as not to disrupt the County's operations.
 - b) In addition, provisions of the Family & Medical Leave Act allow the employer to assign an employee to an alternate position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced leave schedule. The employee will be returned to his/her original or similar position following this application of leave.
 - c) When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the employer agrees. The employer's agreement is not required, however, for leave during which the mother has a serious health condition or if the newborn child has a serious health condition.

405:3 TRACKING & AVAILABILITY OF LEAVE

1. Lee County Government uses a "rolling year" basis for calculating FMLA leave. A "rolling year" is calculated by measuring backward twelve (12) months from the date the employee uses any FMLA leave.
 - a) If an employee has taken no FMLA leave in the preceding twelve (12) months, the employee is entitled to use up to the total twelve-week entitlement.
 - b) If the employee has taken some FMLA leave in the preceding twelve (12) months, the employee is entitled to use the balance of the twelve- (12) week entitlement after the total FMLA leave used in the preceding twelve months has been subtracted.
2. For ease of tracking intermittent leave, the twelve- (12) week entitlement may be equivalently defined in hours.

Adopted by the Lee County BoCC May 11, 1994 (Last Revised December 19, 2000)

- a) If an employee has an irregular schedule from week to week. The twelve-week equivalent in hours is equal to the total number of hours worked by the employee in the twelve (12) weeks preceding the first day of the FMLA leave.
 - b) If an employee's schedule varies week to week, a weekly average of the hours worked over the twelve (12) weeks prior to the beginning of the leave period would be used for calculating the employee's normal workweek.
3. FMLA leave will be tracked on the employee's time sheet by the department. Likewise it shall be the responsibility of the department to inform an employee of the amount of FMLA leave available to the employee and to inform the employee when the end of the 12-week entitlement is nearing.
 4. To the extent allowed by law, in the event an absence is for a reason covered by the FMLA, the County reserves the right to count it as family medical leave, whether the employee has applied for it or not. When this occurs, the employee will be promptly notified as required by law.

405:4 APPLICATION FOR LEAVE

1. In all cases, an employee requesting leave must complete a "Leave Request Form" and return it to the immediate supervisor.
2. The completed leave request must state that the reason for the leave is a covered FMLA condition (specific medical details are not needed nor are they suggested; the employee should state whether the leave is for "personal serious illness," "serious illness in the immediate family," "parental leave," or "hospitalization"), the duration of the leave, and the starting and approximate ending dates of the leave (if known). If an employee fails to state one of the aforementioned reasons for the leave, the FMLA leave may be delayed or denied depending upon individual circumstances.
 - All medical information is confidential and is only retained by the Lee County Employee Health/Wellness Nurse and/or Risk Management in confidential files. If the information is not specific to a diagnosis or is simply stating the reasons listed above, that information is not considered confidential medical information. The Department of Human Resources, Risk Management and the County Attorney's Office are available to advise the departments as to what constitutes confidential medical information.

405:5 NOTICE OF LEAVE

1. An employee intending to take family or medical leave due to an expected birth or placement of a child, or because of a planned medical treatment, must submit a leave request form at least thirty (30) days before the leave is to begin. Failure to provide this notice may postpone the leave.
2. If leave is to begin within thirty (30) days, an employee must give notice to his/her immediate supervisor and Human Resources as soon as the necessity for leave arises.
3. If a supervisor learns of an event which can be reasonably foreseen to qualify as FMLA leave, the employee should be placed on FMLA and the employee should be notified the County has designated the leave as FMLA leave pending appropriate paperwork. While the initial notification of the placement of the employee on family or medical leave may be oral or written, the Department Director (or designee) shall be responsible for notifying the

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employee in writing of his/her FMLA status no later than the following payday, and forwarding a "Report of Personnel Action" (RPA) & "Leave Request Form" to the Department of Human Resources within forty-eight (48) hours of the initial notification.

4. In general, the FMLA is not counted retroactively, however; if the County learns that leave is for an FMLA-qualifying purpose after leave has begun, the entire or some portion of the paid leave period may be retroactively counted as FMLA leave, to the extent that the leave period qualified as FMLA leave. Such determinations will be made in consultation with Human Resources.
5. An employee may be absent from work due to an on-the-job illness or injury that also qualifies as a serious health condition under FMLA and still receive workers' compensation. *Workers' compensation leave and FMLA leave can run concurrently. The Department of Human Resources, when necessary, shall make such determinations as to whether workers' compensation leave should be counted as FMLA leave. The Department will inform an employee that his/her workers' compensation leave is also being counted as FMLA leave when the condition qualifies as an FMLA covered condition.*
 - ✓ If the workers' compensation leave is longer than the 12-week entitlement under FMLA, such leave will revert to the rules provided by workers' compensation laws and regulations.

405:6 MEDICAL CERTIFICATION OF LEAVE

1. A request for leave based on the serious health condition of the employee or employee's spouse, child, or parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider, and must be submitted to the Department of Human Resources – Employee Health/Wellness Nurse. ***Failure to complete and submit necessary FMLA paperwork may result in the denial of FMLA leave until such time as proper paperwork has been completed, received, and reviewed by the County.***

The certification must state:

- the date on which the condition commenced,
- the probable duration of the condition, and
- the appropriate medical facts regarding the condition.

This information will be kept confidential in the records of the Employee Health/Wellness Nurse.

2. Leave Certification must be returned to Human Resources – Employee Health/Wellness Nurse within a reasonable time frame not to exceed fifteen (15) days from the commencement of the leave:
 - Certification paperwork is expected to be provided thirty (30) days prior to any scheduled or anticipated FMLA leave.
3. If the employee is needed to care for a spouse, child, or parent, the certification must state that requirement along with an estimate of the amount of time the employee will be needed.
4. Certifications are needed for either parent in the case of FMLA leave being taken for the birth or placement of a child.

Adopted by the Lee County BoCC May 11, 1994 (Last Revised December 19, 2000)

5. If the employee has a serious health condition, the certification must also state that the employee cannot perform the functions of his/her job.
6. The County may request, at its own expense, second or third medical opinions regarding FMLA determination and periodic re-certifications of FMLA status. The Department will pay the cost of such opinions.
 - FMLA rules prohibit the employer from directly contacting a health care provider to question medical certification of leave to protect the privacy interests of the employee. If there is a question regarding the certification, the only recourse is to request a second and/or third opinion at the expense of the County.

405:7 BENEFITS COVERAGE DURING LEAVE

1. During a period of family or medical leave, an employee will be retained by the County health plan under the same conditions that applied before the leave commenced.
2. To continue health coverage, the employee must continue to make any contributions that he/she made to the plan prior to taking leave. Failure of the employee to pay his/her portion of the health insurance premium may result in the loss of coverage.
3. If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the County for payment of health insurance premiums during any unpaid leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his/her job or to circumstances beyond the employee's control.
4. An employee is not entitled to the accrual of seniority or employment benefits that would have accrued if not for the taking of leave. However, an employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date the leave began.

405:8 RESTORATION OF EMPLOYMENT

1. An employee eligible for family and medical leave – with the exception of those employees designated as “key employees” – will be restored to his/her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The County cannot guarantee that an employee will be returned to his/her original position. The County will make a determination as to whether a position is an “equivalent position”. If an employee wishes to challenge this determination, he/she should follow the same guidelines set forth in the grievance procedure in this document.
2. Pursuant to the FMLA, an employee may be denied restoration rights if:
 - a) The individual cannot perform the essential functions of the job, with or without accommodation;
 - b) The individual would pose a significant risk to the safety of other employees;

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- c) The employee's job was eliminated or he/she was laid off because of business conditions.

405:9 CONTACT/COMMUNICATION GUIDELINES

1. Employees are encouraged to keep in regular contact with their immediate supervisors while on family or medical leave to inform them of their current status and intention to return to work.
2. The County is allowed to initiate communication with employees who are on an FMLA leave, but not more than once every thirty (30) days.

405:10 RETURN FROM LEAVE

1. An employee must notify the department and Human Resources of his/her intention to return from FMLA leave before he/she can be returned to active status.
2. If an employee wishes to return to work prior to the scheduled expiration of a family or medical leave of absence, notification must be given to the employee's supervisor at least five (5) working days prior to the employee's planned return.
3. An employee returning from family or medical leave which was a result of a serious health condition of the employee shall report to the Employee Health/Wellness Nurse for evaluation before returning to active status.
4. If at any point an employee gives notice that he/she will not be returning from FMLA leave, the supervisor should request a written resignation.

405:11 FAILURE TO RETURN FROM LEAVE

1. The failure of an employee to return to work upon the expiration of a qualifying FMLA leave will subject the employee to immediate termination unless a non-FMLA (paid or unpaid) leave of absence (i.e. extension of leave) is granted. [See 405:11(4)(b)(i) for benefits information & 405:11(5) for limitations.]
2. An employee who requests an extended leave of absence after the expiration of the 12 weeks of FMLA leave due to the continuation, recurrence, or onset of his/her own serious health condition, or that of the employee's spouse, child, or parent, must submit a request in writing for the extended non-FMLA leave to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that he/she will not be able to return at the expiration of the leave period.
3. It is the responsibility of the supervisor, or designee, to generate an RPA removing the employee from family or medical leave status at the end of his/her leave. If an extended non-FMLA leave of absence is granted to an employee following his/her expiration of FMLA leave, the supervisor, or designee, will generate a separate RPA placing the employee on non-FMLA unpaid leave of absence. It is the responsibility of the department to notify the employee that he/she is no longer covered by FMLA leave and its protections when authorizing extended non-FMLA leaves of absence.

Adopted by the Lee County BoCC May 11, 1994 (Last Revised December 19, 2000)

4. Any approved extended leave after the expiration of the twelve (12) weeks of FMLA leave shall be unpaid leave and not subject to the conditions and protections afforded under the Family & Medical Leave Act. Under extenuating circumstances extended non-FMLA leave may be paid leave if the employee has accrued sufficient paid leave to cover this time; however, the paid status of extended non-FMLA leave does not extend the protections and conditions originally afforded under the Family & Medical Leave Act.
 - a) The employee will not necessarily be returned to his/her original position, nor guaranteed to be returned to a similar position with equal pay or terms and conditions of employment he/she held prior to taking family or medical leave.
 - b) Benefits—
 - i) If the non-FMLA leave of absence is unpaid, the employee will be required to pay fifty percent (50%) of the cost of health insurance premiums and one hundred percent (100%) of the dental & life insurance premiums during the non-FMLA leave of absence.
 - ii) If the non-FMLA leave of absence is paid, the County will continue to pay the normal cost of insurance premiums for the employee and the employee's dependents as if the employee were otherwise working during the non-FMLA leave of absence. The employee will likewise continue to pay his/her portion of any premiums during this period. Failure of the employee to pay his/her portion of the premiums may result in loss of coverage.
 - c) In cases where it is determined (or can be reasonably foreseen) that the employee would not be able to return to work at the end of the twelve-week non-FMLA leave an extension will not be granted.
5. Under no circumstances shall the non-FMLA extended unpaid leave of absence continue beyond an additional twelve (12) weeks from the date the FMLA leave expired without the written consent of the County Manager.

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405:12 EMPLOYEE OBLIGATIONS UNDER FMLA

1. *During FMLA leave, employees must periodically report on their medical status and intent to return to work. An employee must contact the immediate supervisor no less often than once every thirty (30) days, and at any time that the need for FMLA has changed. When the employee gives unequivocal notice of an intent not to return to work, the employment relationship will be terminated, and the employee's entitlement to continued leave, maintenance of health benefits (subject to COBRA requirements), and re-employment will cease.*
2. *Medical Evidence Upon Return to Work – Except during the course of approved intermittent leave, all employees of the County whose FMLA leave was taken due to the employee's own serious health condition must obtain and present certification from the employee's health care provider that the employee is able to resume work before the employee will be allowed to return to work. The County will consider any reasonable accommodations to an ongoing condition as required by law.*
3. *Failure to Cooperate – If an employee fails to provide required information to the County, the employee may have the leave delayed and be subject to discipline, up to and including discharge, as permitted by law.*

405:13 RELATIONSHIP TO THE AMERICANS WITH DISABILITIES ACT

1. *The Family & Medical Leave Act provides certain job protections and entitlements as they relate to the "serious health condition" of the employee and/or the employee's immediate family. The Americans with Disabilities Act requires employers to make "reasonable accommodations" for individuals with qualifying disabling conditions. While the FMLA and the ADA seem to cover separate situations and operate exclusively from each other, supervisors must be aware that in practice there may be circumstances that present themselves in a way that may create difficulty in separating the two Acts.*
2. *The American with Disabilities Act requires that each case be handled on a case-by-case basis. If an employee requests a modified work schedule following a leave, as a result of an FMLA leave condition, or at any other time, the request must be evaluated to determine if it is a "reasonable accommodation" request falling under the ADA or simply an FMLA leave request.*
3. *Additional guidance may be provided by County Policy and/or by the Department of Human Resources.*