

October 1, 2016  
Through  
September 30, 2019

**CONTRACT BETWEEN**

**LEE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
and**

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

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## ARTICLE 1

# PREAMBLE

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### **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**

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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

EXCLUDED: Public Safety Deputy Director

Emergency Medical Service Operations Manager

Emergency Medical Service Training Manager

Emergency Medical Service Captains

Emergency Medical Service Lieutenants

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

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## ARTICLE 3

# MANAGEMENT RIGHTS

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### **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, monetary fringe benefits and just cause provisions 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's Principal Officers, in writing, of any change in EMS policies or rules of general application prior to implementation, which would affect members of the bargaining unit. If the changes affect wages, hours, terms or conditions of employment, absent exigent circumstances, written notice will be provided ten (10) calendar days before the change.

### **Section 3.8**

Nothing contained in this Management Rights Article shall be interpreted as a waiver of the Union's rights to bargain pursuant to [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**

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**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.

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## ARTICLE 5

# NON DISCRIMINATION AND EMPLOYEE RIGHTS

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### 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.

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## ARTICLE 6

# DUES DEDUCTION

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### **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.

### **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.

### **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 union dues. Dues will only be deducted for employees who comply with Section 1 of this Article and who authorize deduction of dues.

### **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 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. Such donations shall be forwarded monthly to the Union. The County's monthly transmission of FIREPAC money to the Union will be accompanied by a list of names of employees affected, and the amount transmitted with regard to each. The transmission of money shall be forwarded to FIREPAC.

## ARTICLE 7

# RULES AND REGULATIONS

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### **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, so long as it is not in conflict with the terms of the Agreement.

### **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, so long as it is not in conflict with the terms of the 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 Principal Officers of the Union 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.

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ARTICLE 8  
**SENIORITY**

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**Section 8.1**

Seniority is defined as continuous full-time 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 full-time 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 last date of full-time 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 Director or designee of his/her inability to return and the Director or designee agrees to extend the employee's absence from work.

#### **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 at 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, any disciplinary action taken against the employee that would entitle a regular employee to arbitration under Article 15, Section 15.1 shall not entitle the probationary employee to arbitration but shall not exclude the employee from Union representation. Evaluations should be performed by the end of the sixth (6<sup>th</sup>) month probationary period and/or by the end of the extended probation period.

## **Section 8.5**

The County shall prepare a seniority list annually during the month of May. The seniority list shall be based on Section 8.1 through 8.3 above. All employees will use the seniority list for sector bid selection. Employees hired prior to the ratification of this contract will have ranking on the seniority list sorted by:

1. Date of hire.
2. Existing tie-breaker (random number draw or other assigned tie-breaker).
3. Employees hired after the ratification of this contract will have ranking on the seniority list sorted by:
  - a. Date of hire.
  - b. Overall new hire assessment score, including veterans preference points.
  - c. In the event of a tie score, random number draw.

The seniority list shall be used as required for the basis of action under other Articles of this Agreement. Paramedics who demote to EMT will be assigned the next sequential number behind all other EMT's who have the same date of hire. Once complete, this list shall be provided to the Principal Officers of Local 1826, IAFF. The seniority list shall be conclusively presumed accurate unless challenged by the Union within twenty-one (21) days of its receipt by the Principal Officers of Local 1826, IAFF.

## **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**

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### **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. The County shall notify the union of any such meeting.

### **Section 9.5**

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

- A. Article and Section of the Agreement alleged to have been violated;
- B. A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;
- C. Signature of aggrieved employee and date signed; and
- D. Signature of the Union representative (Principal Officer or Elected District Vice President or designee) if the grievant requests Union representation.
- E. 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 the Deputy Chief or their designee, within fourteen (14) calendar days of the occurrence of the action, or when the employee or the Union became aware giving rise to the grievance. Discussions will be informal for the

purpose of settling differences in the simplest and most effective manner. The Deputy Chief or designee shall reach a decision and communicate in writing to the grievant in seven (7) calendar days

STEP 2: If the grievance is not settled at the first step, the grievant, within seven (7) calendar days of the answer in STEP 1, may present it to the Chief or designee. The Chief or designee shall investigate the alleged grievance and may, within five (5) calendar days of receipt of the written grievance, conduct a meeting between himself/herself, his/her representative as needed, and the grievant. The Chief or designee shall notify the aggrieved employee and Union of his/her decision in writing no later than ten (10) calendar days following the submission of the grievance. Failure of the Chief or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to STEP 3.

**“Class Action Grievances”**

“Class Action” grievances shall be filed directly to the Director of Public Safety, or designee within ten (10) calendar days of the event causing the grievance or within ten (10) calendar days of when the Union Principal Officers become aware or reasonably should have become aware of such event. The Director of Public Safety or designee shall render a decision in writing within ten (10) calendar days from the date the grievance was presented.

“Class Action” grievances will be signed by a Principal Officer or elected DVP and will be accepted by the County.

“Class Action” grievances may only be filed on a matter that directly affects the entire bargaining unit. Otherwise, a grievance shall not be filed as a class action and the County shall have no obligation to process such grievances.

STEP 3: If the grievant does not settle his/her grievance in STEP 2, the grievant, within seven (7) calendar days, may present it to the Director of Public Safety, or designee. The Director or designee shall investigate the alleged grievance and may, within seven (7) 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 Director or designee shall notify the aggrieved employee in writing of his/her decision not later than ten (10) calendar days following the submission of the grievance to STEP 3. Failure of the Director to timely respond shall be considered a denial of the grievance.

STEP 4: If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedures, only the Union may submit the grievance to arbitration for binding disposition, within seven (7) calendar days after the response is received at STEP 3 of the Grievance Procedure, request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. A copy of the written request will be provided to the Director or designee.

### **Section 9.7**

Upon receipt of the list, an Arbitrator shall be selected from such panel by alternately striking names from this list (the Union 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 ten (10) calendar days of the suspension or termination with the Director or designee 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. A grievance may be amended or supplemented once after the initial management response at STEP 1 (STEP 3 if it involves a suspension or termination) without the written consent of the Director or designee.
- 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 by the losing party. Expenses for witnesses, attorneys and requested transcripts shall be borne solely by the party requesting and/or utilizing them.

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## ARTICLE 10

# PERSONNEL REDUCTION

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### **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 five (5) years;
- B. Conduct/disciplinary record for the last five (5) years;
- C. Attendance record for the last five (5) 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 and Paramedic are considered separate classifications.

## ARTICLE 11

# OUTSIDE ACTIVITIES

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### **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, and shall follow County Policy 206 and County Policy 308. In such instances, the employee's primary obligation shall continue to be to the County and he/she shall arrange his/her affairs accordingly. An employee must give a written notification to the Director or designee within two (2) weeks of accepting employment but not later than commencement of outside employment. 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](#), or County Policy 206 and County Policy 308.

ARTICLE 12

**LEAVES OF ABSENCE**

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**Section 12.1**

Leave of absence shall be governed by Lee County Policy 404 as adopted by the Board of County Commissioners. Such leave shall be independent of any leave available under FMLA Policy 405. Military leave shall be governed by Article 14.

**Section 12.2**

Family & Medical shall be governed by Lee County Policy 405 and 405A as adopted by BOCC.

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ARTICLE 13  
**SICK LEAVE**

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**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**

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 with greater than six (6) years, 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 with less than six (6) years, 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 treating physician's statement or prescription receipt:

- A. After four (4) non-consecutive sick days in a calendar 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 Employee Health Services will pay the expenses thereof. Any employee sent to a physician selected by the County must agree to permit Employees health Services to talk to the physician in reference only to the reason an employee was sent to a physician of the County's choosing and obtain only information regarding the reason an employee was sent by the County and if the employee's illness/injury 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. 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) (See Attachment 1).

### **Section 13.7**

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

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ARTICLE 14

**BEREAVEMENT/JURY DUTY/WITNESS  
DUTY/MILITARY LEAVE**

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**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 shift commander 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. Additional bereavement leave may be provided by the County upon request by the employee. Each situation will be evaluated on its own merit and shall set no precedent on other requests.

**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 two (2) 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 Military Leave**

Military Leave shall be in accordance with federal and state law as may be amended from time to time.

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ARTICLE 15  
**DISCIPLINE**

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**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. The County will follow a progressive discipline as a guideline to assigning disciplinary actions and may include but not be limited to, verbal warnings, written warnings, suspensions without pay and discharge. However discipline must be proposed within ten (10) business days of the time the County completes the investigation. An investigation shall not take longer than thirty (30) business days except in extenuating circumstances, which as example include unavailability of witnesses due to FMLA or military leave, in which case the Union will be notified of the anticipated completion date. The Union will be notified upon completion of the investigation.

**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

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### **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.

### **Section 16.2**

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

### **Section 16.3**

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 where an employee works outside of, or above and beyond, his or her regularly scheduled work hours. An employee shall be paid at an

overtime rate for regularly scheduled work hours in excess of forty (40) hours in a week even if he or she utilizes vacation leave in the same week.

**Section 16.4**

The work week will begin at 07:00 hours Thursday and end one hundred sixty-eight (168) hours later.

**Section 16.5**

The Union agrees to allow the County to implement the seven (7) minute rounding rule associated with an employee's scheduled start and end times. Time subject to this rounding rule will not be subject to the requirements in Sections 16.6 or 16.7.

**Section 16.6**

Employees who report to work late will receive no pay for the time missed, rounded to the nearest minute. Employees stopping to assist an emergency incident that can be verified will not be penalized and will report to work as soon as situation permits. Such delays will require the employee to notify Shift Command and/or designee prior to the start time of their individual shift.

**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. The employees called in for overtime from off-duty and are sent home due to scheduling error, as well as employees who have overtime cancelled less than one hour before the designated start time, shall be paid two (2) hours pay at the appropriate rate.

### **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. Employees working a 48-hour shift may not exceed the two (2) hour continuation maximum.

### **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.

On-call employees are not eligible for mandatory overtime pay as described in the balance of this section.

The County reserves the right to offer mandatory overtime pay for voluntary overtime assignments. The failure to offer mandatory overtime pay for a voluntary overtime assignment does not prevent the use of the rest of this section. Employees who volunteer to work these assignments shall be paid double their regular hourly rate of pay for all hours worked on this voluntary assignment.

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 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.

If an employee is forced to work mandatory overtime at a different duty station following their assigned shift, the employee shall receive no lapse of pay during transfer to their next assigned duty station. 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**

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

**Section 16.12**

EMS employees assigned to twelve (12) or twenty-four (24) hour shifts, shall be permitted to rest or sleep between calls providing all regular shift duties, including training, have been completed for the shift.

ARTICLE 17

**SHIFT EXCHANGE**

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**Section 17.1**

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

- A. EMT's may only exchange shifts with each other. Paramedics may only exchange shifts with each other.
- B. All exchanges must be requested electronically.
- C. Employees are prohibited from paying another employee to work any portion of their shift. Only exchanges of time will be permitted.
- D. Shift exchanges shall be unlimited with the following exceptions: No employee may be scheduled to be at work for more than two (2) consecutive shift exchanges or be off duty for more than seven (7) consecutive twenty-four (24) hour shifts or 14 consecutive twelve (12) hour shift exchanges except for educational purposes and in regular swaps arranged during months when both parties are scheduled to work in Boca, Alva, St. James City, Sanibel, future assignments on fire department ALS engines.
- 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. If an employee is working a swap and has reached the end of the hours outlined in the swap then the employee will be paid overtime in accordance with this Contract.

**Section 17.2**

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

### **Section 17.3**

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. If an employee is out due to illness or injury and can provide proof of the same by a primary health care physician, clinic, ER visit or admission to the hospital then the swap time will be covered as sick time for the employee when they are scheduled for that swap.

### **Section 17.4**

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**

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**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>	
	42	56	42	56
<b>1 Year</b>	<b>101.01</b>	<b>134.68</b>	<b>3.89</b>	<b>5.18</b>
<b>5 Years</b>	<b>126.13</b>	<b>168.17</b>	<b>4.85</b>	<b>6.47</b>
<b>10 Years</b>	<b>151.24</b>	<b>201.65</b>	<b>5.82</b>	<b>7.76</b>
<b>15 Years</b>	<b>164.07</b>	<b>218.66</b>	<b>6.31</b>	<b>8.41</b>
<b>20 Years</b>	<b>176.53</b>	<b>235.56</b>	<b>6.79</b>	<b>9.06</b>

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 Bid 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). Annual Vacation Bids can be individual dates or can be consecutive dates, or any combination of shifts. Requests for Annual Vacation must be received in the Administrative Office on August

15<sup>th</sup> or the next business day if the 15<sup>th</sup> falls on a Saturday, Sunday or Holiday. These bids will be submitted electronically and compiled on a database to be awarded by seniority basis. Those employees who select vacation dates will have dates awarded on a seniority basis.

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**

Individual vacation dates will be granted on a first request/first honored basis after the Captains have completed the annual bid process and notified personnel of dates approved. These requests will be submitted electronically and the EMS Shift Captain or designee will approve non-annual vacation requests via e-mail within twenty-four (24) hours of employees' request. The EMS Shift Captain or designee can approve vacation leave prior to the shift that is scheduled in extenuating circumstances, as long as the maximum number of people off on vacation has not been met and the employee has vacation time available.

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 (12)-hour increments for forty-two (42)-hour shift employees. In the event Union Time Bank is used for a portion of a shift, an employee may take less than the minimum number of vacation hours above to complete the shift.

### **Section 18.5**

The most senior six (6) twenty-four (24) hour employees, the most senior three (3) twelve (12)-hour employees, and the most senior paramedic assigned to helicopter operations,

who request vacation hours described in Article 18.2 or 18.3, shall be considered “locked in” for those hours once approved. Additional employees (either 12-hour or 24-hour shift) may 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.

The following table outlines the maximum number of employees allowed off per 12 hour increment on vacation leave as described in Article 18.2 or 18.3:

<b><i>NUMBER OF EMPLOYEES OFF (Per Group) ON VACATION LEAVE PER 12 HOUR INCREMENTS</i></b>	
<b>24-Hour Shift (Paramedic and/or EMT) / 9-1-1 Response Units</b>	<b>6</b>
<b>12-Hour Shift (Paramedic and/or EMT)</b>	<b>3</b>
<b>Paramedic assigned to helicopter</b>	<b>1</b>

**Section 18.6**

Employees shall not carry forward more than six (6) normally scheduled workweeks for their position (i.e. three hundred thirty-six (336) hours for fifty-six (56)-hour employees, two hundred fifty-two (252) hours for forty-two (42)-hour employees of accrued vacation leave in to the next calendar year. An employee may accrue more than the maximum allowed carryover vacation hours during a calendar year, however, all excess vacation hours will be forfeited if not used by the last date of the first full pay period in the calendar year. 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 Annual Vacation Bid during the same holiday period in two (2) consecutive years. For the purposes of this Section, holiday periods shall be defined as follows:

<b>HOLIDAY</b>	<b>VACATION PERIOD INCLUDED IN THIS SECTION</b>
Fourth of July	July 1 <sup>st</sup> through July 7 <sup>th</sup>
Thanksgiving	4 <sup>th</sup> Tuesday in November through the 4 <sup>th</sup> Sunday in November
Christmas	December 21 <sup>st</sup> through December 28 <sup>th</sup>
New Year's	December 29 <sup>th</sup> through January 3 <sup>rd</sup>

Employees who are granted Annual 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 or voluntarily change to another shift to fill an open position 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 electronically approves the 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 must utilize accrued vacation hours to cover their absence.

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ARTICLE 19  
**HOLIDAYS**

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**Section 19.1**

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

New Year's Eve Day	December 31
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	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
Dr. Martin Luther King's Birthday	Third Monday in January

**Section 19.2**

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 19.3**

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.

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ARTICLE 20  
**PAY PLAN**

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**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.

Employees pay statements will be provided electronically by the County.

**Section 20.3**

Employees who discover a mistake in their pay check, should notify Payroll immediately. In the case of a mistake, the error will be processed in the next payroll processing period after notification.

**Section 20.4**

- 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>
EMT	\$40,015.04	\$64,904.32
Paramedic	\$44,201.04	\$71,701.76

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 fifteen percent (15%) above the minimum 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. For fiscal year 2016/2017, bargaining unit employees will receive a three (3) percent salary adjustment retroactive to the first available pay period following March 1, 2017. For fiscal year 2017/2018, bargaining unit employees will receive the same salary adjustment as all other County employees, contingent upon approval by the Board of County Commissioners. Nothing in this Section will result in any employee exceeding the maximum of the pay range under the Section above.
- C. The Union Officers may meet with the County Human Resources Director and the consultant (which may be available electronically) to present its compression evidence to be considered as part of the compensation study. The Union's evidence will be taken into consideration as part of the implementation of recommendations from the compensation study. Upon completion of the compensation study the County and Union agree to a one-time reopener of Article 20 only of the CBA during year two or three.

**Section 20.5**

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 20.6**

When an employee is demoted, either by the County or voluntarily, the employee's rate of pay shall be reduced by ten percent (10%). In no case, will the new rate of pay exceed the maximum nor to be less than the minimum of the lower classifications pay range.

**Section 20.7**

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.

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**ARTICLE 21**  
**INSURANCE**

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**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 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 and the County will give notice to impact bargain the changes made. 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 coverage's 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, vision, 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

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### **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

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### **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 including Medical Directors requirements 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 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. Electronic transmission of scanned documents will be accepted via the County e-mail system.

### **Section 23.2**

The County will supply employees with required documentation for biennial recertification for all County-sponsored programs successfully completed. Recertification 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. Distribution of recertification documents is at the County's discretion.

### **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 or Paramedic 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 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 sixty (60) calendar days from posting of the material to successfully complete the required online testing and any make-up assignments or CEU credit will not be awarded.

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.

The County reserves the right to assign up to six (6), but no more than eight (8) online training programs per year. The County will provide the online training resources at no charge to the employee. CEU's will be awarded based on the value assigned by the online training resource. County assigned online training is only authorized to be conducted while on duty.

### **Section 23.5**

Each general in-service session will be recorded and made available for on-duty review. All Paramedics and EMTs are required to complete the following items after the posting of the materials:

- A. View the in-service recording; if not attended during the live presentation;
- B. Successfully complete the on-line test;
- C. Complete any make-up assignments

Paramedics and EMTs who do not complete this assignment within sixty (60) calendar days 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, Discipline.

### **Section 23.6**

Employees desiring CEU credit for outside programs must submit a written request to the Deputy Chief of Training within seven (7) calendar days of completing the course. Each request must include the following:

- A. Course outline or objectives.
- B. Instructor(s) and sponsoring agency.
- C. Course brochure or flyer.
- D. Proof of attendance.

### **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.

### **Section 23.8**

CEU's obtained from Lee County EMS by; in-services, seminars or any other approved classes towards Licensures re-certification will be maintained on the intranet to assist the employee in maintaining certifications.

**Section 23.9**

Employees who attend 80% of the live in-service trainings, complete all AHA recertifications through the County's training department, and complete 100% of the assigned on-line trainings within the guidelines in Section 23.4 will be exempted from the biannual recredentialing process.

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## ARTICLE 24

# EDUCATIONAL REIMBURSEMENT

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### **Section 24.1**

Bargaining unit employees will be entitled to education reimbursement as all other Lee County employees in accordance with Lee County Policy 212 dated April 7, 2015.

### **Section 24.2**

The County will sponsor a Brian Brunick memorial ALS competition team each year. This team will participate in ALS competitions, including the CLINCON competition. A selection committee for the team will be comprised of two (2) EMS Lieutenants and two (2) members of the Bargaining Unit selected by the Union. The committee will determine the requirements for team members each year. Team members may be asked to assist with recruitment or promotional activities at these competitions.

Team members will receive two (2) team polo shirts to wear at the competition and associated events.

All team members will commit to pre-determined practices. If team members have conflicting schedules, management will make every attempt to approve swap and/or cover that employee's position for the purpose of practice sessions.

All travel reimbursement will be consistent with County policy.

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ARTICLE 25

**WORKERS COMPENSATION**

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**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 Director or designee, 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 Director or designee, County Employee Health Services Coordinator 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 Services

Coordinator 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 Services Coordinator prior to returning to work. The employee will receive a Return to Duty release from the Employee Health Services Coordinator.

### **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.

## ARTICLE 26

# UNIFORMS AND EQUIPMENT

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### **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
- One (1) Black Uniform Belt
- One (1) Pair of Black Uniform Boots/Shoes
- One (1) Uniform (Class A) 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 and pant
- One (1) set of Incident Command Accountability Tags
- One (1) pair of extrication gloves
- One (1) Protective Helmet
- Three (3) Polo Style EMS Blue Shirts

All uniforms that require patches to be sewn on will be done prior to issuance to the employee.

Employees assigned to the twelve (12) hour schedule will be furnished with one (1) additional set of uniform pants and uniform shirts upon assignment, and one (1) jump suit for rotation to night shifts upon being assigned.

The Polo style shirt will be worn on duty, except for legal proceedings and assignments as designated by the County.

### **Section 26.2**

Date of issue and amount: In October of each year 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. The employee shall be allowed to purchase any approved uniform items at his or her discretion. Employees who purchase and/or order uniform items in excess of the established credit limit shall be responsible for paying the overage. 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.

For any uniform item not able to be provided by the County vendor or vendors (such as due to clothing size or shoe size) and is purchased by the employee, the County will reimburse the employees in a timely manner and deduct the amount from the employees' uniform allowance. The employee must obtain pre-approval to be eligible for reimbursement. The employee will also provide receipts for items purchased before reimbursement will occur.

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

The County will consult the elected DVP or Principal Officers regarding uniforms before beginning any scheduled procurement processes.

### **Section 26.3**

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 26.4**

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 26.5**

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 26.6**

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 26.7**

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 and identifying uniforms must be returned prior to receipt of the final County pay check.

#### **Section 26.8**

Employees will be required to wear issued uniforms while on duty, special assignments or engaged in County business. Employees are to report to work in a clean non-wrinkled uniform with a neat appearance. The employee will be required to wear a white

crew neck T-shirt under his/her Class A uniform top, but not under their Polo style shirt. When wearing night uniforms the crew members may wear a navy blue or white color short or long sleeve 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 26.9**

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. Employees may wear one pair of matched post earrings, one in each ear, not to exceed 3/16 inch in diameter.

## **Section 26.10**

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 \$250.00. 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 be less than \$25.00 per paycheck.

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

A. Willful Misconduct:

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

B. Failure to Take Reasonable Precaution:

1. 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.
2. The incident may result in disciplinary action. The monetary fine may be considered as part of the disciplinary action.

C. Extenuating Circumstances:

1. 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.
2. The incident may result in disciplinary action.
3. In extenuating circumstances, the employee will not be responsible for monetary damages.

**Section 26.11**

Employees will maintain their hair in a clean and groomed condition. 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. Hair must be maintained to conform to community standards. 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 EMS standard operating procedures manual and complies with all Federal and State regulations regarding infectious/biohazardous disease control and respiratory protection.

**Section 26.12**

Employees who are promoted or assigned to a new position shall have two (2) polo shirts and uniform items appropriate to the rank provided at no cost to the employee.

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ARTICLE 27

**TRAVEL REIMBURSEMENT**

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**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 County Policy.

**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 County Policy.

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## ARTICLE 28

# **EMPLOYEE ASSISTANCE PROGRAM**

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### **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 mandates the employee to participate in the Employee Assistance Program, the employee must waive confidentiality and agree that the County can communicate with the employee Assistance Program to verify only participation in the Employee Assistance Program following recommended treatment program and whether employee can return to work.

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ARTICLE 29

**UNION BUSINESS**

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**Section 29.1**

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

**Section 29.2**

Upon ratification of this agreement, the County will remit an additional 1,000 hours previously contributed by employees in the Union Time Bank.

The County agrees to maintain a Union Time Bank. The hours shall carry over from year-to-year. In December of each year, the County will provide an accounting of the Union Time Bank hours. In January of each year, the Union will notify the County in writing of the required time bank contribution to be deducted from each union member, up to a maximum of four (4) hours, as well as a current list of union members. Failure to notify the County during the required time frame will result in no deduction for the calendar year. Contributions to the Union Time Bank deducted from Union members shall not cause the Union Time Bank to exceed 2,000 hours.

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 activities. 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 such time off causes the County to incur overtime to cover the Union representative, the Union Time Bank shall be charge one and one-half hours for each hour of time off to cover such overtime. Use of Union Time Bank will count as approved leave and shall not adversely affect an employee, such as an employee's ability to earn pay at an overtime rate or an employee's ability to receive holiday 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 District 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.

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## ARTICLE 30

# ALCOHOL AND DRUG TESTING

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### **Section 30.1**

Lee County and the Union recognize that our employees are our most valuable resource. It is our goal to provide a healthy, safe and efficient working environment in which to provide our diverse services to the citizens of the County. We also recognize *drug/alcohol* abuse and/or addiction can pose serious risks to an employee's health and safety and can have detrimental effects on co-workers. *"Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein. (Florida Statute-112.0455(5)(a),440.102(1)(c)). An employer may test an individual for any or all of such drugs (440.102(1)(c)).* The County acknowledges its responsibility to provide appropriate assistance to its employees to the greatest extent possible. Therefore, it is the policy of the County to:

- a) Assure that employees are not impaired in their ability to perform assigned duties in a safe, healthy and productive manner;
- b) Create a workplace environment free from the adverse effects of substance drug abuse or dependency;
- c) Prohibit the unlawful manufacture, distribution, dispensing, possession, selling, using, buying or transferring of drugs and/or alcohol; and
- d) Provide an employee assistance program available to employees whose personal problems, including drug or alcohol abuse or dependency, adversely affect their ability to perform their duties.

### **Section 30.1.1**

Lee County, recognizing that drug and alcohol abuse is a growing problem within our nations' workforce, urges self-referral to the employee assistance program for any employee who is concerned that he or she may have a problem with substance abuse, and mandates managerial referral to the employee assistance program when job performance is affected.

### **Section 30.2**

Employees are required to report to work drug free and in a state of mind and physical condition so as to be able to perform their assigned duties safely and competently. Employees whose behavior or performance suggests the influence of drugs may be required to submit to a drug or alcohol test, if approved by the Public Safety Director, or designee. Refusal to submit to such test shall be considered insubordination, and shall be considered an admission of a positive drug and/or alcohol test.

All employees, to include those in safety sensitive positions or performing safety-sensitive functions, shall be subject to drug or alcohol tests if there is reasonable suspicion that he or she is impaired while on duty. Impairment is defined as being unable to perform duties safely and competently due to the use of drugs. Reasonable suspicion is a belief based on objective of facts observed by two (2) supervisors who concur that the employee's ability to perform the functions of the job is impaired or such that the employee's ability to perform the job safely is reduced.

#### **Section 30.2:1**

In accordance with the provisions contained herein, Management may require that the employee submit to a breathalyzer test, blood test, urinalysis at a qualified laboratory chosen by the County. If testing is conducted based on a reasonable suspicion, the County should promptly detail in writing the circumstances which formed the basis of the determination that

reasonable suspicion existed to warrant the testing and who witnessed the circumstances and who is ordering the testing. A copy of this documentation should be given to the employee prior to testing, but no later than twenty four (24) hours after the occurrence of the test. Refusal by an employee to submit to a breathalyzer test, blood test, and/or a urinalysis shall be considered insubordination and shall be considered an admission by the employee of a positive test result. In the event of a test refusal the employee shall be placed on administrative leave with pay, and subject to disciplinary action up to and including termination.

**Section 30.2:2**

Upon ratification of the Collective Bargaining agreement a Random Drug Testing program shall be implemented by the County without the requirement of impact bargaining. Random testing as defined in “Drug-Free Workplace Act” means a drug test conducted on employees who are selected through the use of a computer generated random sample of an employer’s employees (Florida Statute 112.0455(5)(j)).

If an employee is on duty on the day his or her name is selected for random drug testing, he or she shall be escorted, by at least one Public Safety Supervisor for testing prior to the completion of their scheduled shift. If an employee is not on duty on the day his or her name is selected for a random drug testing, he or she shall be tested on the first shift he or she is back on duty. If a randomly selected employee is not tested within the time frames established in the preceding two sentences, he or she shall not be tested as a result of that random selection. The number of random selections during any fiscal year shall not exceed the of bargaining unit employees as of the first day of the same fiscal year.

### **Section 30.2:3**

The County shall provide employees a ninety (90) day notice period before beginning the Random Testing Program as stated in Florida Statute 112.0455(6)(a).

### **Section 30.3**

Bargaining unit employees shall be subject to drug or alcohol testing for any of the following reasons:

A. Reasonable suspicion –

“Reasonable suspicion drug testing” – as defined in Florida Statute 112.0455(5)(k) and 440.102(1)(n) means drug testing based on:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
4. Evidence that an individual has tampered with a drug test during employment with the current employer.
5. Information that an employee has caused, or contributed to, an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicles, machinery, or equipment.

Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question.

- B. On-duty work-related incident with injury requiring treatment by a physician or a physician extender;
- C. Motor vehicle crash with injury requiring treatment by a physician or physician extender;
- D. Medication inventory discrepancies;
- E. A pattern of excessive disbursement of controlled substances during patient care;
- F. Job applicant drug testing;
- G. During annual employee provided physicals;
- H. Follow up drug testing. If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow up to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require follow up testing. If follow up testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a follow up testing date must not be given to the employee to be tested.
- I. Random Testing-employee's holding Mandatory-testing positions as defined in Florida Statute 440.102 Drug-free Workplace Program will be subject to testing at any time on a random basis.

“Mandatory-testing position” means, with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to Florida Statute 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

**Section 30.3:1**

Employees required for drug or alcohol testing, shall be monitored and escorted immediately for testing by a supervisor. The employee may request a Union representative be present during testing, however, the employee will be required to submit to the test with or without a union representative present. Upon completion, the employee shall be placed on administrative leave with pay until results are obtained and/or cleared to return to duty.

**Section 30.4**

Any employee who refuses to submit to a breath, blood, and/or urine, shall be considered insubordinate, placed on administrative leave with pay and subject to disciplinary action up to and including discharge. Refusal by an employee to submit to a breathalyzer test, blood test, and/or a urinalysis shall be considered insubordination shall be considered an admission by the employee of a positive test result. In the event of a test refusal the employee shall be placed on administrative leave with pay, and subject to disciplinary action up to and including termination.

### **Section 30.5**

In order to promote safety, health and security concerns, the County may search lockers, County vehicles and any other County-owned or supplied areas. Refusal by an employee to submit to a breathalyzer test, blood test, and/or a urinalysis shall be considered insubordination and shall be considered an admission by the employee of a positive test result. In the event of a test refusal the employee shall be placed on administrative leave with pay, and subject to disciplinary action up to and including termination.

### **Section 30.6**

All employees who must use a non-prescription, over-the-counter, or prescription drug(s) or medication (*prescription or nonprescription medication means a drug or medication obtained pursuant to a prescription as defined by Florida Statute 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries. 440.102(1)(l)*) that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform Employee Health Services in writing that they are taking such medication on the advice of a physician.

If requested by Employee Health Services, the employee must provide a statement from the prescribing physician or physician extender that the employee can safely perform all of the employee's normal job functions, to Employee Health Services prior to starting work.

#### **Section 30.6:1**

Failure of an employee to notify Employee Health Services before beginning work when taking medications or drugs which may interfere with the safe and effective performance of duties may result in disciplinary action up to and including discharge.

### **Section 30.7**

The cost of drug and alcohol tests (initial and confirmation) required by the County will be paid by the County. An employee shall pay the costs of any additional drug tests not required by the employer.

### **Section 30.8**

The County retains the right to discipline up to and including discharge any employee who uses, possesses, dispenses, sells or buys illegal drugs, 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 30.9**

Employees on or off duty are strictly prohibited from engaging in the manufacture, distribution, dispensing (except as necessary during the performance of their job), possession, using, buying, selling or transferring of prohibited drugs on or off County Property and during both working and non-working hours. The use, possession, purchase, sale or transfer of alcohol during regular work hours, including breaks or meal periods, on County property is strictly prohibited. This includes County vehicles or while in County uniform, working under the influence of drugs or alcohol or using drugs or alcohol on their own time in a way which causes them to report for work under the influence of drugs or alcohol.

#### **Section 30.9:1**

An employee who is convicted, pleads guilty or nolo contendere (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 30.10**

Article 30 of the October 1, 2009 – September 30, 2012 Local 1826 Collective Bargaining Agreement will remain in effect for six months after approval by the Board of County Commissioners. On the first day of the seventh month, all section of Article 30 in this Collective Bargaining Agreement will be in effect.

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## ARTICLE 31

# EMT TO PARAMEDIC PROGRESSION

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### **Section 31.1**

This Article defines the process for progression from EMT to Paramedic and the regression of Paramedic to EMT. Upon acceptance or placement into the FTO Program, the EMT or Paramedic forfeits his/her assigned sector rotation and is assigned a relief position. No EMT or Paramedic in the FTO Program is eligible for the annual sector bid if enrolled in the FTO Program during the annual sector bid process.

### **Section 31.2**

Any Lee County EMS EMT that desires to enter the FTO Program to advance to the Paramedic position must meet all requirements for the Paramedic position.

Any EMT that meets the above requirements will be eligible to request entry into the FTO Program for purposes to progress to the Paramedic position, providing there is an open paramedic position, or for currently full-time EMTs, entry into the FTO program for the County to prepare for anticipated open Paramedic positions, if applicable. To request entry into the FTO Program, the EMT will complete the application package provided by the Training Manager.

Within thirty (30) days of receipt of the request, the EMT requesting entry will be scheduled for pre-entry testing. Each section must be passed with a score of at least eighty percent (80%).

If any one section of the testing is not passed, retesting on the failed section may be reattempted once within thirty (30) calendar days. If all sections are not completed within thirty (30) calendar days, all sections must be retaken. The Paramedic candidate will be

allowed six (6) months to complete all parts of the EMT to Paramedic process. Extensions or re-application to the process will be granted at the sole discretion of the County.

After the EMT requesting entry into the FTO Program passes the pre-entry criteria, they will be placed into the program at the first available opportunity based on date of completion of the pre-entry testing. In the event more than one (1) candidate completes pre-entry testing on the same date, seniority will take precedence. No EMT applying for the FTO Program for purposes of promotion to Paramedic position will be allowed to displace a current employee in the FTO Program regardless of seniority.

### **Section 31.3**

If at any time the Paramedic candidate fails to progress through the outlined training program a meeting will be held between the Paramedic candidate and the Director or designees.. A three-week improvement plan will be developed and presented to the Paramedic candidate. If the Paramedic candidate does not demonstrate measurable improvement within the three-week period, the Paramedic candidate will be removed from the FTO Program. Extensions to the process will be granted at the sole discretion of the County.

### **Section 31.4**

- A. Upon successful completion of the FTO Program, the Paramedic candidate will be required to pass an exit examination with a score of eighty percent (80%) prior to oral credentialing with the Medical Director. If any one section of the testing is not passed, retesting on the failed section may be reattempted once within thirty (30) calendar days. If all sections are not completed within thirty (30) calendar days, all sections must be retaken.

- B. Upon successful completion of the requirements detailed in Articles 31.1 through 31.4, the Paramedic candidate will be scheduled for Oral Credentialing. The Oral Credentialing Board shall consist of the Medical Director, Training Manager or designee, and an Operational or FTO Supervisor. This will be a pass/fail interview.
1. The Director, or designee, will determine the content of the operational questions developed for this interview.
  2. The Medical Director(s) will determine the content of the clinical questions developed for this interview.
  3. The Medical Director(s) shall make the final recommendation for promotion of the employee to function as a Paramedic under his license.
  4. The oral interview may be recorded for further review, if necessary.
- C. If the Paramedic candidate fails the Oral Credentialing Board, subsequent attempts will be allowed, unless this will exceed the six (6)-month time frame to complete all program requirements. At the discretion of the Deputy Chief of Training, a specific training or remediation plan may be prescribed to continue the candidate in the program or the candidate may be moved from the program.
- D. Upon successful completion of the requirements detailed in Articles 31.1 through 31.4 and Oral Credentialing, the Paramedic candidate shall be granted full privileges as a Paramedic and, once occupying a Paramedic position, paid as outlined in Article 20.

- E. The Paramedic who successfully completes the promotional process may be assigned to a mentor to ensure the success of the Paramedic. As such, the County reserves the right to schedule the newly promoted Paramedic to work with other Paramedics for up to six (6) months.

**Section 31.5**

Personnel in a Paramedic position that wish to regress to the EMT position will be required to satisfy all of the following parameters:

- A. An EMT position must be available within Lee County EMS.
- B. The employee must be in good standing with the Medical Director(s).

**Section 31.6**

The County agrees to evaluate the feasibility of a Paramedic 1 position within 12 months of ratification of this contract.

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## ARTICLE 32

# Field Training Officer

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### **Section 32.1**

Paramedics assigned to the Field Training Officer (FTO) position shall work a regularly scheduled work shift pattern of twenty-four (24) hours. In addition, Paramedics assigned to the FTO position will be called upon to mentor, evaluate, and train Emergency Medical Technicians (EMT's) and Paramedics during the daily operations while in the process of being a new hire employee, promotional employee or remedial employee. Training will take place on scene of emergency calls as well as in the didactic setting and daily work environment. The Paramedic in the FTO position must possess the ability to make rapid, accurate, and prudent assessments as to emergency care, transportation, and management of resources on scene. The Paramedic in the FTO position will also be required to attend meetings, seminars, classes, etc., as assigned by the EMS Deputy Chief of Training or designee. The FTO shall also participate in EMS continuing education sessions, training programs and refresher classes. Review of up to ten (10) patient call reports per shift for quality assurance will be done based on the topic assigned to the FTO stations unless the FTO is assigned two (2) interns for whom they must complete separate evaluations. In such an instance the FTO will review up to five (5) patient call reports per shift for quality assurance based on the topic assigned to the FTO station.

### **Section 32.2**

While assigned to the FTO position, Paramedics will be paid an incentive equal to ten percent (10%) of base pay. This pay adder is in addition to their regular wages.

### **Section 32.3**

Paramedics will be assigned to the FTO position at the sole discretion of the County. The number of FTO positions and 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 three (3) per shift for twenty-four (24) hour shift. FTO Sector or District determination will be in accordance with Article 35.1. If an FTO Paramedic fails to perform as required during their assignment, they will be reassigned to a Paramedic position and shall receive no incentive pay described in Section 32.2 above.

An FTO may only be removed with just cause and the process must follow Article 15 of the CBA unless the County is reducing the total number of FTO's, or the employee voluntarily rescinds the FTO assignment. Any Paramedic unassigned from the FTO position will assume a relief position until the annual 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.

### **Section 32.4**

Minimum qualifications for the FTO position are as follows:

- A. Two continuous years of experience as a full-time credentialed Paramedic with Lee County EMS (unless already assigned to FTO prior to the ratification of this CBA);
- B. In addition to all required Paramedic certifications they shall maintain at least one (1) or more of the following instructor certificates:
  - 1. ACLS Instructor certification\*
  - 2. BLS Instructors certification\*

3. 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 32.5**

Application process for the FTO assignment will be as follows:

- A. 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.
- B. The entire application package shall be forwarded to the EMS Deputy Chief of Training on or before the advertised assignment closing date.

**Section 32.6**

The selection process for the FTO position will be comprised of any combination of written LCEMS Medical Guideline, LCEMS Standard Operating Procedures, practical, and/or oral testing. The interview board will consist of a Medical Director, Operations and Training Supervisors, and a Paramedic appointed by the bargaining unit District Vice President. The interview board will make a recommendation to the EMS Deputy Chief of Training at the completion of their process.

**Section 32.7**

The Union agrees to allow the County to conduct a trial of an EMT FTO program. EMT FTOs will be called upon to mentor, evaluate and train Emergency Medical Technicians. Qualifications for EMT FTOs will be determined jointly by the Union and County. All other requirements within this article will be enforced during the trial, including Section 32.2. The Union and County agree to meet quarterly to review the trial to monitor progress and make recommendations to enhance its effectiveness.

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## ARTICLE 33

# **QUALITY MEDICAL ASSURANCE/IMPROVEMENT**

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### **Section 33.1**

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 33.2**

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 will be for just cause based on a violation of any rule of the department: and unprofessional conduct, including, but not limited to, any departure from or failure to conform to the minimal prevailing standards of acceptable practice of the department, including undertaking activities that the emergency medical technician, paramedic, is not qualified by training or experience to perform, by the Medical Director(s) under contract with the County and if revoked as per the provisions of this Article shall be subject only to the grievance procedure in Article 9 and only up to STEP 3 of Section 9.6, to the Director of Public Safety; not the arbitration procedures outlined elsewhere in this Agreement.

### **Section 33.3**

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 employee's 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.

5. a. 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 be for just cause based on, and subject only to the grievance procedure as outlined in Section 32.2 above, and not the 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 will be for just cause subject only to the grievance procedure outlined in Section 32.2 above and not 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 except to the extent that such a revocation may be grieved as provided in this Section. 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 34

# ON-CALL EMPLOYEES

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### **Section 34.1**

The County reserves the right to hire on-call employees to perform EMT and Paramedic bargaining unit work. The County will not use on-call 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 employee will be hired while employees in that classification are on lay-off and eligible for recall, nor will the County use 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 on-call 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. On-call employees will be required to abide by Article 23 and all mandatory training that is required of full time employees.

**Section 34.2**

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 on-call employees.

**Section 34.3**

On-call employees shall serve at the will of the County.

**Section 34.4**

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

**Section 34.5**

The County agrees that employees working in on-call EMT or Paramedic positions shall not work more than forty-eight (48) hours in any two (2)-week pay period, unless the employee is assigned to the Field Training Program for initial, remedial, or promotional training purposes. Once the on-call employee completes all training requirements and is credentialed by the Medical Director, the County may, at its discretion, move the employee to a full-time status to immediately fill a vacancy. Employees who move from on-call to full-time status must complete a probationary period as defined in Article 8, Section 8.4.

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## ARTICLE 35

# STATIONS AND POST

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### **Section 35.1**

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 35.3.

### **Section 35.2**

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 35.3. If a primary posting location is established, the County agrees to equip it as outlined in Section 35.4. There is no requirement to equip secondary or standby posting locations.

### **Section 35.3**

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

- One (1) beds per crew member
- Air conditioning and heat
- Microwave oven
- Video DVD 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 Alerting System
- Assortment of dishes, to include plates, drinking glasses, coffee cups, knives, forks and spoons.

- 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)
- Properly secured location for storage of personal equipment bags. The employee is responsible for unsecured equipment stored at EMS stations while not on duty.

**Section 35.4**

Each primary posting location for twelve (12)-hour operational stations shall be supplied with the following minimum equipment and services:

- Air conditioning and heat
- Microwave oven
- Video DVD player
- Radio Alerting System
- Assortment of dishes, to include plates, drinking glasses, coffee cups, knives, forks and spoons
- 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)
- Location for storage of personal equipment bags, where space is available.

The employee is responsible for unsecured equipment stored at EMS stations while not on duty.

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 35.5**

The above equipment and services as set forth in Sections 35.3 and 35.4 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 or the twelve (12)-hour stations will work together to ensure that the equipment owned by the County listed in Sections 35.3 and 35.4 is maintained in good working condition. Where possible, if assigned to a Fire Station a color television, cable service and video DVD player will be provided by the County for EMS crews to maintain in-service reviews and news updates.

### **Section 35.6**

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 35.7**

The County will establish a Building/Station Committee to plan, review and improve new and existing stations according to the current strategic plan. 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.

**Section 35.8**

The County will do a station review every twelve (12) months to assure cleanliness and to keep a maintenance log on all EMS stations. After each review EMS management will repair or replace items identified. Employees will only be responsible for routine maintenance as identified in the applicable SOP, and preventative maintenance will be done by appropriate departments or services. The County will provide a SOP to identify and correct maintenance items.

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ARTICLE 36  
**STAFFING**

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**Section 36.1**

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.

Stand-by assignments will be tracked via the CAD and be counted towards workload on corresponding ambulance.

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. On-duty twenty-four (24)-hour personnel will not be assigned as relief to a twelve (12)-hour night shift.

A. 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:

1. 09:30 to 21:30
2. 10:30 to 22:30
3. 19:00 to 07:00
4. 08:00 to 20:00
5. 07:00 to 19:00
6. 09:00 to 21:00

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.

- B. All employees will pick their Sector or twelve (12)-hour shifts by seniority, subject to the following restrictions:
1. 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.
  2. 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.
  3. As vacancies occur after the annual bid/ assignment, the County reserves the right to 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 personnel on that shift in order of seniority beginning with the most senior employee. If no employee selects the open sector position, then the employee within the classification 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.

4. In the interest of preventing untoward consequences, employees who are married, engaged, living together, or dating are prohibited from working together on an ambulance or special detail without prior authorization. For special events, it is permissible to schedule both employees to work if they will be paired with other employees.

### **Section 36.2**

Between July 1 and July 15 of each year, 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 electronically by the prescribed deadline. The Union and County agree to meet immediately following the end of the bid process and make assignments. Once announced, employees have three (3) calendar days to bring any issues to the attention of the County before the sector assignments are considered locked. It is the goal of the Union and the County to finalize the sector bids before the start of vacation

bids. Any associated shift or sector assignments will take place at the beginning of the first full pay period in October 2004.

- A. If an employee fails to submit their request by the established due date, he/she will be assigned to relief.
- B. If the employee is on FMLA, Bereavement or Military Leave, and they are unable to submit a bid, the Sector Bid Committee will make every attempt to contact the employee and honor their request via the phone. If unable to make contact, the employee will be placed on relief on the shift they were previously assigned.

**Section 36.3**

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.

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## ARTICLE 37

# SAVINGS CLAUSE

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### **Section 37.1**

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 37.2**

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 38

**AGREEMENT TO FUND**

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**Section 38.1**

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.

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ARTICLE 39  
**EDUCATIONAL INCENTIVES**

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**Section 39.1**

Employees currently on the payroll as of October 1, 2009, meeting and maintaining any of the following educational requirements or certifications shall have the following educational incentive pay as reflected in the schedule below:

- A. Two percent (2%) Increase = A.S. Degree or A.A. Degree in related Aviation, Emergency or Medical study field.
- B. Four percent (4%) Increase = Bachelors Degree in related Aviation, Emergency or Medical study field.

The above incentives will be included in the base rate of pay for overtime purposes. Effective October 1, 2017 the words “currently on the payroll as of October 1, 2009” will be eliminated such that this Article will apply to all employees meeting and maintaining the educational requirements or certifications set forth above.

**Section 39.2**

Employees may receive the educational incentive pay as stated in Section 39.1 for an Associate degree or a Bachelor degree but not both, i.e., the maximum total incentive under this Article is four percent (4%).

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## ARTICLE 40

# SERVICE STANDARDS

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### **Section 40.1**

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 40.2**

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. 08-16 as amended hereafter. In addition to these benchmarks, the County will consider 2,400 responses per ground ambulance on average, as a workload indicator.

### **Section 40.3**

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.

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## ARTICLE 41

# FLIGHT OPERATIONS

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### **Section 41.1**

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

### **Section 41.1**

All employees assigned to the helicopter will be paid in accordance with Article 20 of this Agreement, plus an additional five (5%) percent adder and any other applicable 12-hour shift differential.

### **Section 41.2**

Flight Medic will be considered an assignment. Paramedic employees will be assigned to the helicopter at the sole discretion of the County. Assignments to the position of flight medic will be filled by selection upon vacancy, and not in atypical sector bid process. Flight Medics unassigned from the helicopter will assume a relief position until the annual sector bid or as described in Article 16. Employees assigned to the Flight Medic position will normally work a twelve hour (12) schedule as prescribed in Article 16, Section 16.1.

Flight Medics will work two (2) weeks of days from 0700-1900 hours, followed by two (2) weeks of nights from 1900-0800 hours, followed by two (2) weeks working in a relief position from 0700-1900 hours, at the sole discretion of the County Flight Medics shall comply with all rules and regulations set by the helicopter vendor at all times.

### **Section 41.3**

When the aircraft is out of service for any reason, the Flight Medic will remain at the hangar to facilitate an immediate return to service. Such down time should be utilized to complete on-going clinical and professional development programs. In the event the aircraft is out of service for more than twelve (12) hours, nothing in this section will prevent the County from reassigning the Flight Medic to ground operations.

### **Section 41.4**

Flight Medics must meet standards established by the vendor at all times during their assignment to the aircraft, including crew rest, training, and physical requirements. Specific limitations on air crew rest will not be applicable to the Flight Medic while in a ground assignment, except when such an assignment will conflict with scheduled Flight Medic assignments.

### **Section 41.5**

In the event air medical services are suspended or otherwise interrupted, all staff assigned to the air medical operations will remain on a 12-hour schedule, unless the employee requests reassignment. Following any interruption or suspension of services, employees who were displaced and meet all requirements of the vendor will be considered first for reassignment, based on seniority.

### **Section 41.6**

The costs of all additional training and certifications required by the vendor shall be borne by the County.

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ARTICLE 42  
**DURATION**

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**Section 42.1**

It is understood by and between the Parties that this Agreement shall be effective October 1, 2016, and shall continue until September 30, 2019. This Agreement shall be automatically renewed annually provided, however, that either Party may give written notice by March 1, 2019, of its intention to renegotiate the Agreement or specific Article(s) of the Agreement. Such written notice shall include an enumeration of the Article(s) to be renegotiated and only those Article(s) identified in the notice shall be subject to negotiations. Written proposals on all opened Article(s) shall be provided by March 31, 2019. The failure of a Party to provide written proposals on or before that date or Article(s) that Party opened shall prohibit that Party from proposing changes to that Article.

The Contract shall be effective from October 1, 2016, and shall remain in full force and effect through September 30, 2019.

This Agreement may be amended at any time by mutual consent of the Parties, but no such attempted amendment shall be of any force or effect until placed in writing and numbered, dated, and signed by the responsible Parties.

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ARTICLE 43

**VETERAN'S PREFERENCE**

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**Section 43.1**

The County and the Union acknowledge that the County is required to comply with Chapter 295, Florida Statutes.

**Section 43.2**

The parties agree that for the purposes of layoff, the preference shall be to credit a employee eligible for preference with one-quarter (0.25) of a year of service for each qualifying year of military service upon which the preference is requested. For purposes of promotions, the preference shall be as established by statute.

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ARTICLE 44

**ENTIRE AGREEMENT**

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**Section 44.1**

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 44.2**

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 45

**EXECUTION AND RATIFICATION**

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**Section 45.1**

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

**Section 45.2**

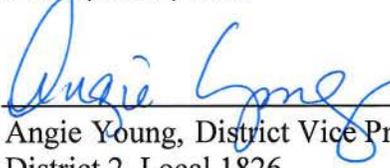
This Agreement shall not become a final and binding contract until its ratification by the majority of the employees in the bargaining unit and its approval by the Lee County Board of County Commissioners at its first meeting following the ratification by the employees.

**RATIFICATION**

This is to certify that a majority of the bargaining unit employees voting, approved the Agreement on July 25, 26 and 27, 2017.

WITNESSED BY:

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

BY:   
Angie Young, District Vice President  
District 2, Local 1826

BY:   
JP Duncan, President  
Local 1826

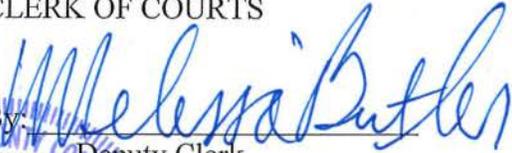
This is to certify that the Lee County Board of County Commissioners approved the Agreement at its meeting on **August 1, 2017**.

WITNESSED BY: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

BY:   
Roger Desjarlais, County Manager

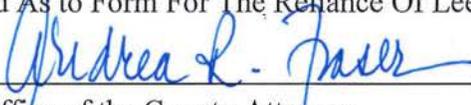
BY:   
John Manning, Chair  
Lee County Board of County Commissioners

ATTEST: LINDA DOGGETT  
CLERK OF COURTS

By:   
Deputy Clerk



Approved As to Form For The Reliance Of Lee County Only

BY:   
Office of the County Attorney