

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20021068

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the changes to the Collective Bargaining Agreement between the County and IAFF Local 1826 representing Emergency Medical Service employees.

WHY ACTION IS NECESSARY: Board of County Commissioners approval is required to ratify collective bargaining agreements.

WHAT ACTION ACCOMPLISHES: Executes the changes to the Collective Bargaining Agreement.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:

C7A

3. MEETING DATE:

10-01-2002

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT Public Safety/EMS
- C. DIVISION Public Safety/EMS
- BY: John D. Wilson, Director *[Signature]*

7. BACKGROUND:

Each year during the term of the Collective Bargaining Agreement, both parties have the ability to open articles of the contract for negotiation. This process was completed in August of 2002 and ratified by the 48 EMS employees who voted on the 2002 revised language on September 12, 13, and 14, 2002; 39 voted YES, and 9 voted NO.

Attachment: Executive Summary (1)
 New Collective Bargaining Agreement Articles (4)

8. MANAGEMENT RECOMMENDATIONS: Ratify the proposed language.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 9/17/02				<i>[Signature]</i> 9/19/02	<i>[Signature]</i> 9/19/02	<i>[Signature]</i> 9/19/02	<i>[Signature]</i> 9/18	<i>[Signature]</i> 9/19/02	<i>[Signature]</i> 9/19/02

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: 9/19/02
Time: 8:57 am
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 Budget
 9/19/02 11:10 am

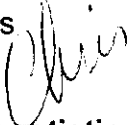
RECEIVED BY
COUNTY ADMIN.
 9-19-02
 11:40 AM
COUNTY ADMIN.
FORWARDED TO:
 9/20/02

Division of

EMS MEMO

Public Safety

To: Board of County Commissioners

From: Chris Hansen, EMS Manager 

Subject: Summary of EMS Contract Negotiations

Date: September 16, 2002September 16, 2002

On Thursday, August 29, 2002, a publicly advertised contract negotiation session was held at the Public Safety administrative complex. The County's negotiating team comprised of Chris Hansen, EMS, Richard Cranford, EMS, Adam Gower, Human Resources, and Andrea Fraser, County Attorney's Office met with officials from Southwest Florida Professional Firefighters and Paramedics, Inc., Local 1826, District 2 to discuss four (4) articles reopened from our three year agreement.

During the one amicable session both teams were able to come to tentative agreement on the reopened articles (copies attached):

- Article 13 – Sick Leave
- Article 17 – Shift Exchange
- Article 18 – Vacation Leave
- Article 26 – Uniforms and Equipment

The only item with monetary impact is Article 26, Uniforms and Equipment estimated to not to exceed \$12,500 next fiscal year. This is for an additional \$50 per employee per year in uniform allowance.

On September 12, 13 and 14, 2002, Local 1826 held ratification voting for all employees in the EMS bargaining unit. Forty-eight (48) employees voted with thirty-nine (39) voting for and nine (9) voting against ratification.

It is my recommendation that the Board ratify the language as proposed and ratified by the EMS employees.

Article 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 or comfort a child or parent~~ ~~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, parent and the appropriate proof that the employee's presence is required submitting, at their own expense, a physician's statement:

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

ARTICLE 17
SHIFT EXCHANGE

Section 17.1

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

- a. EMTs and Paramedic Is can exchange shifts with each other. Paramedic IIs can exchange shifts with each other. EMS pilots can exchange shifts with each other.
- b. All exchanges must be requested in writing on the EMS shift exchange request form and approved or denied at the sole discretion of the County. Exchange forms, once approved or denied, shall be returned to the employee requesting the exchange. Forms shall include written explanation for denials if appropriate.
- c. Employees are prohibited from paying another employee to work any portion of their shift. Only exchanges of time will be permitted.
- d. ~~Shift exchange pay backs must be scheduled the same as an initial shift exchange under Section 17.2.~~
- d. No employee may be scheduled to be on duty as a result of a shift exchange for more than forty-eight (48) consecutive hours when assigned to the twenty-four/forty-eight (24/48) schedule, or for more than twenty-four (24) consecutive hours when assigned to a twelve (12)-hour shift.
- e. No employee may be scheduled to be on duty for more than two (2) consecutive shift exchanges except for educational purposes and in regular swaps arranged during months when both parties are scheduled to work in Boca.

Section 17.1, Cont.

- f. No employee may be scheduled to work on any shift other than his / her regularly assigned shift for more than a combined total of three hundred thirty-six (336) hours per year not to include those approved for educational purposes and in regular swaps arranged during months when both parties are scheduled to work in Boca.
- g. Employees will be responsible for all record keeping of proper exchanges as permitted by the Fair Labor Standards Act.
- h. Shift exchanges for employees reporting late for work will not be permitted.
- i. An employee that enters into a shift exchange that causes the employee to leave work early in order to meet the trade or duty obligation at another station shall ensure that the units are staffed without any overtime pay obligation to the County.
- j. 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.
- k. Only the employee who initiates the shift exchange may cancel the exchange.
- l. Shift exchange forms should be handed in to the appropriate supervisor for approval. The use of other means to get a form to a supervisor is discouraged.

Section 17.2

Exchange requests should be submitted on the County form seventy-two (72) hours in advance of the requested exchange; provided that a shift exchange may be approved with less than the requested notice in the sole discretion of the shift supervisor on the shift where the exchange is taking place. If the exchange is approved, it is the responsibility of the employee to notify the other employee involved in the exchange. Except for the residual exchange provided in Section 17.1(h), a shift exchange must be fully approved and signed by all of the following taking place:

STEPS FOR SIGNATURES AND APPROVAL:

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

Section 17.3

Off duty management will not be called to gain approvals for a shift exchange. In extreme situations approval by telephone is allowed as long as proper documentation is provided before the time of the exchange. ~~nor is a phone approval by any management official allowable.~~ In extreme situations, the EMS ~~Program~~ Manager or Operations ~~Coordinator~~ Manager may, when present, approve a shift exchange.

Section 17.4

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

Section 17.5

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

Section 17.6

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

Section 18.5

The top ~~four (4)~~ six (6) senior twenty-four (24)-hour shift employee who request vacations dates as described in Article 18:2; and the top one (1) senior twelve (12)-hour employees (except EMS Pilots) who request vacation dates as described in 18.2, shall be considered “locked in” for those dates as of October 1. ~~If only three (3) persons working twenty-four (24) hour shifts are scheduled off on vacation, a fourth will be granted time off upon requesting under Section 18.3 so long as the County does not incur overtime to allow the employee off. If no one is scheduled off on the twelve (12) hour schedule, one (1) person will be granted vacation upon requesting under Section 18.3. An additional employee (either 12-hour or 24-hour shift) will be granted time off upon requesting under section 18.3 so long as the County does not incur overtime to allow the other employee off.~~

Section 18.9

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 ~~Coordinator~~ Manager signs the vacation request for 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 26.4

The County will provide employees with a yearly uniform allowance of ~~\$250.00~~ \$300.00 which they may utilize to purchase uniforms from a County-specified and County-approved uniform vendor or vendors. Issued equipment damaged due to negligence or loss shall be replaced at the employees expense and not from the uniform allowance.

Section 26.13

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 for equipment or property that is lost or damaged due to misconduct or misuse of the equipment or property on the part of the employee. The amount to be paid may not exceed the value of the item. Deductions may not exceed \$25 per paycheck.

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

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

- c. Extenuating Circumstances:
 - i. 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.
 - ii. The incident may result in disciplinary action.
 - iii. In extenuating circumstances, the employee will not be responsible for monetary damages.