

**CONTRACT BETWEEN**

**LEE COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

**AND**

**SEIU / NAGE / IAEP Local R5- 533**

**June 1, 2019, through September 30, 2022**

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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 SEIU / NAGE / International Association of EMT's and Paramedics Local R5-533, IAEP (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.

**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-2009-011, Cert. No. 1703, August 2009.

The appropriate bargaining unit is comprised as follows:

**INCLUDED:**

Emergency Medical Service Quality Assurance & Training Officer  
Emergency Medical Service Captains  
Emergency Medical Service Lieutenants

**EXCLUDED:**

Director of Public Safety  
Deputy Director of Public Safety  
Manager EMS  
Manager EMS Training  
EMS Administrative Services Manager  
Manager EMS Operations  
All other classifications not included.

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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 non-membership.

**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 if the County is billed for these services.

**Section 6.2**

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

**Section 6.3**

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

**Section 6.4**

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

**Section 6.5**

It shall be the Union's obligation to keep the County at all times informed, by certification by the President or his/her designee of the amount of the uniform dues. Dues will only be deducted for employees who comply with Section 1 of this Article and who authorize deduction of dues by executing Exhibit 1.

**Section 6.6**

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

**Section 6.7**

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

**Section 6.8**

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

**Section 6.9**

Upon receipt of an individual, voluntary, written, and un-revoked check-off authorization from an employee, the County shall deduct from the pay of each employee a sum authorized by the employee per pay period for a political education fund fee and transmit the amount to the Union.

Requests to begin or end such voluntary donations shall be made in writing on Exhibit 1 and Exhibit 2. (The forms are attached hereto as Exhibit 1 and Exhibit 2). Such donations shall be forwarded monthly to the Union. The County's monthly transmission of COPE 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:

**I.A.E.P.  
159 Burgin Parkway  
Quincy, MA 02169-4213**

**Section 6.10**

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.

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**ARTICLE 6 - EXHIBIT 1**

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

I hereby authorize the **Lee County Board of County Commissioners**, or its agents, to deduct from my earnings, the regular monthly dues (uniform in dollar amount) in the amount certified by the Treasurer of Local R5-533/I.A.E.P., and further authorize the remittance of such amounts to said local Union in accordance with the currently effective Agreement between the County and the Union. This authorization is revocable by a notice in writing to the **Lee County Board of County Commissioners**.

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

NAME \_\_\_\_\_

DATE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**AUTHORIZATION TO STOP PAYROLL DEDUCTION OF UNION DUES**

I hereby authorize the Lee County Board of County Commissioners, or its agent, to stop deducting the sum which was designated and current by the Treasurer of Local R5-533/I.A.E.P., from my wages.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**ARTICLE 6 - EXHIBIT 2**

**IAEP COPE Check-Off Authorization Card**  
**26 Pay Periods**

*I hereby authorize and direct you as my employer to deduct from my pay the sum of*  
\$\_\_\_\_\_ *per pay period and remit that amount to: IAEP COPE*

This authorization shall remain in full effect until revoked by me in writing and is made voluntary upon my specific understanding that:

- (1) The signing of this authorization **card** and the making of these voluntary contributions are not conditions of membership in the union or of employment **by** my employer;
- (2) I may refuse to contribute without reprisal;
- (3) And that IAEP COPE, uses money received for political purposes, including, but not limited to making direct contributions to candidates, conducting expenditures **on** behalf of candidates and addressing political issues of public importance.

## **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.

**Section 7.4**

Within one hundred eighty (180) days of ratification of this contract all rules, regulations, memoranda, standard operating guidelines and medical protocols mentioned in 7.1-7.3, will be available to all employees at each EMS station. New rules, regulations, memoranda or standard operating guidelines will not be enforced until employees have been notified of the change. All previous rules, regulations, memoranda, standard operating guidelines and medical protocols will be reviewed by union and EMS management and a relevant archive will be established. This archive will be made available electronically to all bargaining unit members and EMS management.

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## SENIORITY

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### Section 8.1

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

### Section 8.2

In computing an employee's seniority and time in grade, 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 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 which shall not be unreasonably denied.

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

**Section 8.4**

The first six (6) months of employment with Lee County EMS shall be considered probation. An employee will be off probation and considered a regular full-time employee upon receipt of a "meets expectation or above" evaluation, which is performed 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 which would entitle a regular employee to arbitration under Article 15, Section 15.1 shall not entitle the probationary

employee to arbitration. Evaluations will be performed by the end of the sixth (6<sup>th</sup>) month or by the end of the extended probation period.

**Section 8.5**

The County shall, effective October 2012, prepare a seniority list and a list of Time in Grade of the employees in the bargaining unit. The Time in Grade List will be based on the most current promotion or demotion in that classification. The Time in Grade will be effective October 1, 2012. The seniority list shall be used as required for the basis of action under other Articles of this Agreement. Once complete, this list shall be posted on the EMS Intranet. The seniority list shall be conclusively presumed accurate unless challenged by the Union in writing within twenty-one (21) days of its receipt by the Principal Officers to the Director or designee.

**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.

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## **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**

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. The County will 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 must be a designated official or steward if the grievant requests Union representation.

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

**Section 9.6**

Grievances shall be processed in accordance with the following procedures:

- STEP 1: The grievant shall present in writing his/her grievance to the Deputy Chief overseeing their position, 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 Program Manager overseeing their position shall reach a decision and communicate it 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 to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to STEP 3.

STEP 3: If the grievant does not settle his/her grievance in STEP 2, the grievant, within 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 and Union in writing of his/her decision not later than ten (10) calendar days following the submission of the grievance in STEP 3. Failure of the

Director to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to STEP 4.

STEP 4: If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedures, 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:

- A. Conduct/disciplinary record for the last three (3) years;
- B. Seniority as outlined in this contract.

As between two (2) employees, if the County determines factors A are relatively equal at the time of layoff, then B shall prevail. The County will also follow any requirements for veteran's preference under Chapter 295, Florida Statutes.

**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 the following are considered classification:

- Emergency Medical Service Quality Assurance & Training Officer
- Emergency Medical Service Captains
- Emergency Medical Service Lieutenants

## 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, as adopted by the BOCC and County Policy 308 adopted by the BOCC. However, should the County adopt any policy prohibiting outside employment, it will not be applicable to this contract. 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 112.3 13, Florida Statutes, or County Policy 206, as adopted by the BOCC and County Policy 308, as adopted by the BOCC. However, should the

County adopt any policy prohibiting outside employment, it will not be applicable to this contract.

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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 BOCC. Such leave shall be independent of any leave available under FMLA Policy. Military leave shall be governed by Article 14.

**Section 12.2**

Family & Medical Leave Policy - governed by 405 & 405A, Lee County Policy

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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-eight (48) hour work week shall accrue four point eight (4.8) hours of sick leave with pay per pay period. All regular full-time employees regularly scheduled on a forty-two (42)-hour work week shall accrue four point two (4.2) hours of sick leave with pay per pay period. All regular full-time employees regularly scheduled on a forty (40)-hour work week shall accrue four point zero (4.0) hours of sick leave with pay per pay period.

**Section 13.2**

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

**Section 13.3**

In the event any County employee becomes eligible to participate in sick leave buy back, bargaining unit employees will enjoy the same benefit.

**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 County will pay the expenses thereof. Any employee sent to a physician selected by the County must agree to permit the employers health care representative from Employee 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. An employee that faces an emergency or exigent circumstance may request an exemption from the deductions in this section from the Deputy Chief of Operations. 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), as may be amended from time to time.

**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.

**Section 13.8**

Bargaining unit members are covered under (Lee County Policies and Procedures Manual 401:4 Separation of Employment), as may be amended from time to time.

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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:

- a) The death of the employee's Spouse, Child, Foster Child, Parent, Legal Guardian, Sibling, Grandparent, Grandchild, Stepparent, Stepchild, Stepbrother or Stepsister.
- b) The death of the employee's spouse's Child, Foster Child, Parent, Legal Guardian, Sibling, Grandparent, or Grandchild. Such request must be submitted to the Program Manager prior to the leave.

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

**Section 14.2 Jury Duty**

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

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

### **Section 14.3 Witness Duty**

Employees who are required or requested to attend any legal proceeding on duty as the result of the work they perform for the County, or are subpoenaed to any legal proceeding involving or concerning their work with the County, shall be paid their regular hourly rate of pay and be relieved from normal work responsibilities until they are released from said legal proceeding, provided their personal interests are not adverse to the County. In the case of an off duty obligation to attend a legal proceeding arising out of work performed for the County where the employee's personal interests are not adverse to the County, the employee shall be paid his/her regular hourly rate of pay for all hours spent attending the legal obligation with a 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.

## **DISCHARGE AND DISCIPLINE**

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### **Section 15.1**

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. Discipline should be proposed within ninety (90) calendar days from the start of the investigation. At the end of the 90<sup>th</sup> (ninetieth) calendar day, if extenuating circumstances beyond the County's control are encountered in the course of the investigation that require an extension, the County will document the nature of the circumstances and the expected completion date in writing to the Union. In no event shall the extension to conduct the investigation go beyond an additional 30 (thirty) calendar days.

### **Section 15.2**

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. However, where circumstances warrant, immediate termination with just cause may be utilized.

### **Section 15.3**

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 twenty-four (24) 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 that 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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## WORK WEEK AND OVERTIME

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### Section 16.1

Employees shall work one of the following regular schedules:

- A. Lieutenant: Twenty-four (24) hours on duty followed by forty-eight (48) hours off duty in a repeating rotating schedule. Captain: Twenty-four (24) hours on duty followed by forty-eight (48) hours off, unless the work day falls on the day of the week mutually agreed upon by both parties.
- 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. Eight (8) hours or ten (10) hours on duty. Employees assigned to either schedule will work four (4) or five (5) consecutive days and have a minimum of two (2) consecutive days off.
- D. Employees assigned to eight (8)-hour work schedules may be granted the ability to convert to a four (4)-day ten (10)-hour schedule, upon approval of the Program Manager.
- E. If any other shifts are started other than as set forth above, the County will advise the Union immediately and, upon request, negotiate.



**Section 16.2**

Non-exempt Employees covered by this Agreement may accrue comp time at a rate of one and one half (1.5) hours for each hour worked over 40 hours in lieu of overtime pay.

Overtime for non-exempt employees shall be paid, at the discretion of the director or designee by either:

- (1) paying the employee time and one-half his or her regular rate of pay for all overtime hours, or;
- (2) offering the employee the ability to take compensatory time for all overtime hours worked at a rate of one and one-half hours off for each hour of overtime worked.

In accordance with the FLSA, an employee is not required to accept the offer of compensatory time off, in which case overtime compensation must be paid. Only hours actually worked in excess of forty (40) during one week will be counted in the calculation of overtime and compensatory time. Sick leave, vacation leave, paid holidays, or any other paid time off will not be counted.

No County employee may accrue more than 160 hours of actual overtime hours worked (accrued at time and one-half equal 240 total compensable hours). Any County employee who accrues 240 hours of compensatory time off for overtime hours worked shall thereafter be paid time and one-half his or her regular rate for all overtime hours worked until such time as his or her accrued compensatory time off falls below 240 hours. Employees must use all accrued compensatory time by the last day of the last full pay period of the fiscal year. Any unused time at the end of the last full pay period of the fiscal year will be paid to the employee.

Any non-exempt employee who has accrued compensatory time off at the time of his or her separation of employment with the County, or who has accrued time at the end of each fiscal year, will be paid for the unused compensatory time at their current regular rate of compensation.

Employees who have requested the use of their compensatory time off shall be permitted to use such time within a reasonable period after making the request, at the discretion of the supervisor.

**Section 16.3**

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

**Section 16.4**

Regardless of shift assignment, non-exempt bargaining unit members who work in excess of forty (40) hours in any work 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 16.5**

The work week will begin at 7:01 a.m. Thursday and end at 7:00 a.m. Thursday, one hundred sixty-eight (168) hours later.

**Section 16.6**

The Union agrees to allow the County to implement rounding rules 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 16.7 or 16.8.

**Section 16.7**

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

**Section 16.8**

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 16.9**

Exempt employees assigned to a shift schedule (i.e. not on normal, forty (40) hour work week and required to attend to duties above and beyond their scheduled shifts may adjust their hours so long as no adverse affect on operations. Any other shift adjustments will be made with approval from the Director or designee. In no case should the employee's hours drop below their normally scheduled hours for the week without using vacation or sick leave.

**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.

**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**

Bargaining unit employees shall be permitted to rest provided all regular shift duties have been completed.

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## 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. Lieutenants can exchange shifts with each other. Captains can exchange shifts with each other.
- B. All exchanges must be requested electronically on the EMS shift exchange request form which will be made available on the Lee EMS intranet. Exchange forms, once approved or denied, shall be electronically returned to the employee requesting the exchange. Forms shall include written explanation for denials if appropriate.
- C. Employees are prohibited from paying another employee to work any portion of their shift. Only exchanges of time will be permitted.
- D. No employee may be scheduled to be at work for more than two (2) consecutive shift exchanges or be off duty for more than seven (7) consecutive shift exchanges except for educational purposes and in regular swaps arranged during months when both parties are scheduled to work.
- 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. 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 Program Manager prior to arranging the shift exchange for shift exchange.

H. Only the employee who initiates the shift exchange may cancel the exchange.

**Section 17.2**

Exchange requests should be submitted on the County form prior to the start of the shift no less than twenty-four (24) hours in advance of, for 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. Director or designee.

**Section 17.3**

Off duty management will not be called to gain approvals for a shift exchange. In extreme situations approval by telephone is allowed as long as proper documentation is provided before the time of the exchange. In extreme situations, the Program 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). 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 17.6**

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.

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ARTICLE 18

**VACATION LEAVE**

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**Section 18.1**

Bargaining unit 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>			
	<b>40</b>	<b>42</b>	<b>48</b>	<b>56</b>	<b>40</b>	<b>42</b>	<b>48</b>	<b>56</b>
1 Year	96.2	101.01	115.4	134.68	3.70	3.89	4.44	5.18
5 Years	120.12	126.13	144.1	168.17	4.62	4.85	5.54	6.47
10 Years	144.04	151.24	172.8	201.65	5.54	5.82	6.65	7.76
15 Years	156.26	164.07	187.5	218.66	6.01	6.31	7.21	8.41
20 Years	168.22	176.53	201.9	235.56	6.47	6.79	7.76	9.06

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

**Section 18.2**

Approved vacation leave can be scheduled in minimums of one (1)-hour increments.

**Section 18.3**

Employees shall not carry forward more than six normally scheduled workweeks for their position [e.g. two hundred forty (240) hours for 40 hour employees, two hundred fifty two (252) hours for 42 hour employees, two hundred eighty eight (288) hours for 48 hour employees and three hundred thirty six (336) hours for 56 hour employees] of accrued



vacation leave into the next calendar year. An employee may accrue more than the maximum allowed carryover vacation hours during the calendar year; however, all excess hours will be forfeited if not used by the last day of the first full pay period in the calendar year.

#### **Section 18.4**

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

#### **Section 18.5**

Employees shall be granted vacation on a first-come, first-served basis. 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 signs the vacation request form submitted by the employee. Once a vacation has been granted under this Article, another employee cannot bump the employee from the scheduled vacation time.

#### **Section 18.6**

Accrued and available vacation leave, up to the maximum of six weeks (e.g. two hundred forty (240) hours for 40 hour employees, two hundred fifty two (252) hours for 42 hour employees, two hundred eighty eight (288) hours for 48 hour employees and three hundred thirty six (336) hours for 56 hour employees], will be paid to the employee following any separation of employment at the current hourly base rate of the employee. Employees who die while employed with the County shall have such payments made to their designated beneficiary.

**Section 18.7**

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 18.8**

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 on the date that they occur:

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 leave of absence, administrative leave without pay, or on layoff are not eligible to receive holiday pay.

**Section 19.3**

Employees working on a holiday, or who are off on vacation, bereavement, or civic duty leave on these days, are eligible for holiday pay.

Employees who are not working the holiday but have worked the shift before and the shift after the holiday, or took vacation, bereavement, or civic duty leave on these days, are also eligible for holiday pay.

Employees who take any other types of leave shall not be eligible for holiday pay.

These rules shall be interpreted for each holiday independently (i.e. ineligibility for New Year's Eve Day will not automatically disqualify the employee for holiday pay on New Year's Day).

An employee on administrative duty, travel, or other administrative assignments shall be considered working on the holiday if such tasks are occurring on the date the holiday falls.

#### **Section 19.4**

If an employee takes sick leave (including vacation leave substituted for sick leave) on the day prior to, the day of, or the day after a holiday, he/she may be required to provide written proof of illness in the form of a physician's statement of treatment. Failure to provide such proof of illness when requested shall result in the employee not being paid for such sick leave and/or loss of holiday pay for the observed holiday, and may result in corrective action.

#### **Section 19.5**

Non-exempt 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 - Ten (10) hours
- C. Fifty-six (56) hours average per week - Twelve (12) 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 in addition to the holiday pay set forth above.

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

- A. Captains on a forty (40) hour schedule - Eight (8) hours holiday pay
- B. Captains on a forty-eight (48) hour schedule - Twelve (12) hours holiday pay

**Section 19.6**

Employees on forty (40) hour workweeks that are not scheduled to work on a designated holiday (i.e. holiday falls on a Sunday) will be given the option to take holiday pay or have an additional day off with pay consistent with county policy.

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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**

On each pay day, employees will receive, a payroll 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 County approves the additional deductions.

**Section 20.3**

Employees who discover a mistake in their payroll statement should notify Public Safety Fiscal staff immediately. In the case of a mistake, the error will be processed in the next payroll processing period after notification.

**Section 20.4**

The following are the job classifications and the minimum and maximum of the base pay range for those classifications:

<b><u>COUNTY CLASSIFICATIONS AND RANGES</u></b>		
<b><u>Job Classification</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Captain, EMS	\$49,263.24	\$88,873.20
Lieutenant, EMS	\$46,293.26	\$83,598.58
Quality Assurance & Training Officer	\$43,323.02	\$68,921.06

A. The hourly rate is based on the employee's annual wage divided by 2,912 for fifty-six (56) hour employees, the employee's annual wage divided by 2,496 for forty-eight (48) hour employees, the employee's annual wage divided by 2,184 for forty-two (42) hour employees, and the employee's annual wage divided by 2,080 for forty (40) hour employees.

B. Wages will be calculated according to the table in Attachment A. Wage adjustments in accordance to the table in Attachment A will occur in the second full pay period after ratification and execution by the Board of County Commissioners; provided the Union notifies the County by May 31, 2019 of ratification.

C. For fiscal year 2019/2020 and each successive fiscal year for the term of the agreement, a 2.5 percent step increase will be awarded to each employee, based on a meets expectation or exceeds rating on the employee's most recent annual evaluation. Any changes to the performance evaluation process will be noticed to the Union at least thirty (30) days in advance of the change. For fiscal year 2019/2020, employees will be placed into the appropriate step as described in Attachment A, effective with the first full pay period on or after October 1, 2019. This step will be calculated as the continuous years of service with Lee County EMS as of September 30, 2019. Years of service will be rounded up to the whole year (i.e. 8.01 years equals 9 years), so long as the employee has completed six (6) months of service.

D. An employee whose salary exceeds the calculated salary based on the years of service shall be held at their current salary until an annual increase is due based on the standards described in Section 20.4(C) above and the employee is below the next step.

E. Each salary calculation is based on base salary only, and does not include adders for assignments, educational incentives, or other adders described in this agreement. These adders, in addition to the employee's base pay, may exceed the maximum of the range.

E. Employees covered by this agreement will receive only the compensation and increases, if any, set forth in this Agreement. No employee shall receive a merit, cost of living increase, general wage increase, or any other compensation provided to non-bargaining unit employees.

D. An employee's years of service under this section is calculated based on the employee's last full-time date of hire. Employees who move to an on-call position and subsequently return to full-time employment, and remain in good standing with the County (i.e. meet service, training requirements), will be placed in the step based on their previous full-time experience. Employees who separate employment with the County and return to full-time employment at a later date will start at Step 1. The County agrees to a one-time adjustment for employees who, at the time of ratification, have creditable service from previous employment with Lee County EMS. This list of exceptions will be agreed to at the time of ratification and attached as Attachment B.

**Section 20.5**

Non-exempt 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 20.4 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.

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**ATTACHMENT A**

YOS	Lieutenant	Captain
1	\$58,101.84	\$63,912.02
2	\$59,554.39	\$65,509.83
3	\$61,043.25	\$67,147.57
4	\$62,569.33	\$68,826.26
5	\$64,133.56	\$70,546.92
6	\$65,736.90	\$72,310.59
7	\$67,380.32	\$74,118.35
8	\$69,064.83	\$75,971.31
9	\$70,791.45	\$77,870.60
10	\$72,561.24	\$79,817.36
11	\$74,375.27	\$81,812.79
12	\$76,234.65	\$83,858.11
13	\$78,140.52	\$85,954.57
14	\$80,094.03	\$88,103.43
15	\$82,096.38	\$88,873.20
16	\$83,598.58	TOPPED OUT
17	TOPPED OUT	TOPPED OUT
18	TOPPED OUT	TOPPED OUT
19	TOPPED OUT	TOPPED OUT
20	TOPPED OUT	TOPPED OUT
21	TOPPED OUT	TOPPED OUT

**ATTACHMENT B**

Name	Original Date of Hire	Most Recent Date of Hire
Jonathan Henderson	3/30/2006	12/4/2008
Fredrick Jackson	11/17/05	7/9/15

Note: This table denotes employees for which a calculation is due; the calculation for placement will occur September 30, 2019.

## INSURANCE

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### **Section 21.1**

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 21.2**

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 21.3**

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.

### **Section 21.4**

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

**Section 21.5**

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 21.6**

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

**Section 21.7**

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 21.8**

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 Deferred Compensation Plans offered to all County employees.

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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 Director's 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 are current and on file with the EMS Administrative Assistant or designee. The County will provide the employee with a receipt documenting the employee's compliance at the date and time of compliance. The employee will deliver the original or a copy of the certification or license to the EMS Administrative Assistant during normal business hours or via email.

**Section 23.2**

The County will supply employees with required documentation for recertification for all County-sponsored programs successfully completed. These documents will contain Medical Director approval; proof of successful completion; date class completed; and assigned number of Continuing Education Units (CEU). These documents will be provided to employees prior to the deadline for recertification if the employee completes the program(s) within County-specified timeframes. If the employee fails to complete the program as specified, no CEU credit awarded. Distribution of recertification documents may be by paper, email, or manually, but 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, providing all necessary documents, etc. to retain the required licenses and certifications. The County will pay fees for State of Florida Certifications for EMT's or Paramedics.

**Section 23.4**

The County will allow members of the bargaining unit to attend scheduled in-service trainings, provided there is no negative operational impact. 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 before CEU credit will be awarded.

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

**Section 23.5**

Each general in-service session will be recorded and made available at each EMS station for on-duty review.

**Section 23.6**

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

Each request must include the following:

- 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 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 will be exempted from the biannual re-credentialing process.

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## **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.

### **Section 24.2**

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

- A. Two percent (2%) Increase = A.S. Degree or A.A. Degree in related Medical, Emergency Management, business Administration/Management study field.
- B. Four percent (4%) Increase = Bachelor's Degree in related Medical, Emergency Management, Business Administration/Management study field.

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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 Manager, may place the employee in a limited duty position within the employee's stated restrictions and qualifications, if available. While the employee is off duty due to illness or injury, the employee will stay in weekly contact with the EMS Operations Manager, County Employee Health Services 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 County Employee Health Services 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 County Employee Health Services prior to returning to work. The employee will receive a Return to Duty release from County Employee Health Services.

**Section 25.3**

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

**Section 25.4**

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

**Section 25.5**

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

**Section 25.6**

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

## UNIFORMS AND EQUIPMENT

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### Section 26.1

The County will furnish all new full-time employees in the bargaining unit the following:

- Three (3) Pair Uniform Pants
- Two (2) Short Sleeve Uniform Shirts
- One (1) Long Sleeve Uniform Shirt
- 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, Boots, Pants, and Gloves
- One (1) Incident Command Accountability Tag
- One (1) Protective Helmet
- Three (3) Polo Style EMS White Shirts

The County will provide employees with uniforms through established purchasing procedures. The employee shall be allowed to purchase any approved uniform items at his or her discretion. Issued equipment damaged due to negligence or loss shall be replaced at the employee's expense as stated in Section 26.6. Issued equipment damaged in the line of duty will be replaced by the County. 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. Supervisors may spend up to seven hundred dollars (\$700) per year on uniform allowance. Newly promoted supervisors, special operations, special projects or extenuating circumstances will not count against the annual figure of seven hundred dollars (\$700).

**Section 26.2**

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 26.3**

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 26.4**

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

**Section 26.5**

Employees will be required to wear issued uniforms while on duty. Employees are to report to work in a clean and pressed uniform with a neat appearance.

**Section 26.6**

An employee is responsible for the damage or loss of property or equipment due to misconduct or misuse of the equipment on the part of the employee. Equipment is defined as any material good(s) owned and operated by Lee County. Property is defined as any valuable right and interest of the County, its residents or visitors. An employee may be required to pay up to a maximum of \$250.00 for equipment or property that is lost or damaged due to misconduct or misuse of the equipment or property on the part of the employee. The amount

to be paid may not exceed the value of the item. The County is responsible to provide the employee a receipt upon request showing the cost of replacement or the reasonable cost to repair the property. If the employee is charged, the item must either be replaced or repaired. Deductions may not exceed \$25.00 per paycheck.

The 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 not 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.

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ARTICLE 27**TRAVEL REIMBURSEMENT**

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**Section 27.1**

When authorized by the County to use personally owned vehicle for official business or approved training, all travel and related expenses will be reimbursed in accordance with Lee County Administrative Code AC-3-21.

**Section 27.2**

When traveling outside of Lee County on approved business for the County all travel and related expenses will be reimbursed in accordance with Lee County Administrative Code AC-3-21.

**Section 27.3**

Employees may request to attend classes, workshops, or conferences relevant to their job classification. These requests shall be reviewed and approved contingent on county funding for travel, and contingent on staffing not below minimum staffing levels. Any classes relevant to the employee's job classification that is provided at no cost to the county (i.e. funded by Homeland Security) shall be approved, contingent on staffing not below minimum staffing levels.

**Section 27.4**

When non-exempt LCEMS employees are authorized to participate in approved EMS related travel, such employees will be paid their regularly scheduled work hours. Travel and conference/meeting hours that exceed the regularly scheduled work hours will be compensated as per FLSA policy.

**PROCEDURES:**

1. Complete Local Travel Report or Non-Local Travel Report as applicable.  
Approval must be obtained prior to the actual travel.
2. Immediate Supervisor to estimate total number of hours required for travel and conference/meetings and compare to employee's regular work week schedule.
3. If travel and conference/meeting hours exceed the employee's regular work week schedule, employee will receive overtime compensation per FLSA policy for each hour exceeding regular work week schedule.
4. If travel and conference/meeting hours do not exceed the employee's regular work week schedule, no changes will be made to the employee's pay.

**ADDITIONAL INFORMATION:**

## Examples of Pay Procedures:

Employee on a 24/48 hour is scheduled to attend an eight (8) hour meeting on Monday. Travel is required on Sunday and Tuesday. Employee's 24 hour shift will be divided into three (3) eight (8) hour increments. Employee will not be paid for a 24 hour Monday shift and for time spent traveling on Sunday/Tuesday.

Employee on a 24/48 hour is scheduled to attend a 40 hour conference from Monday through Friday. Travel is required on Sunday and Saturday. Employee's 24 hour shift falls on Thursday-Sunday-Wednesday-Saturday-Tuesday for that two week pay period. The total hours of work scheduled for the first week of the pay period is 72 hours. The employee spends 8 hours traveling Sunday, and 8 hours each day in the conference for Monday,



Tuesday, and Wednesday for a total of 32 hours. During this time period, travel and conference time is less than 72 hours. The employee's pay will not be adjusted downward. The total hours of work scheduled for the second week of the pay period is 48. The employee attends the conference on Thursday and Friday for a total of 16 hours and has 8 hours of travel on Saturday. The employee works the scheduled Tuesday 24 hour shift, resulting in a total of 48 hours for this week. Employee will receive OT for all hours worked in excess of the minimum 40 hours. Employee will not be paid for the 24 hour shift Sunday-Wednesday-Saturday and then OT for time spent in the conference on Monday-Tuesday-Thursday-Friday.

The same methodology applies to non-exempt employees on 12 hour shifts.

Exempt employees do not qualify for overtime, but will be paid as described in Section 33.2D.

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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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## 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**

Two (2) Union delegates may be granted leave from duty in accordance with County Policy 404 to attend the convention of the National Association of Government Employees for up to five (5) business days.

### **Section 29.3**

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 29.4**

A complete list of Union Representatives will be furnished to the Director or designee of Public Safety or his/her designee.

### **Section 29.5**

The County will permit the Union to post bulletin boards as set forth in Article 32, Section 32.2. 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 29.6**

The employee shall have the ability to vote at designated union polling places for IAEP Local 533 while on duty.

**Section 29.7**

Up to two (2) members of the Union shall be granted leave from duty paid from the Union Time Bank for all meetings between the Employer and the Union for the purpose of collective bargaining, disciplinary & grievance hearings so long as in compliance with Section 33.2.

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 of the calendar year. At no time shall the accumulation in the Union Time Bank exceed 400 hours.

Deductions from the Union Time Bank will be charged on an hour for hour basis.

Deduction requests from the Time Bank must first be approved by the Union President before the request is submitted to the County for final approval.

### **Section 29.8**

Up to one (1) member of the executive board may be granted leave without pay for up to thirty (30) days to conduct Union business in accordance with County Policy 404. The Union shall be responsible to make all contributions to health and retirement during such leave.

The Union Representative shall be allowed time off for the purpose of collective bargaining, disciplinary, and grievance hearings. If no overtime is involved, the request must be submitted to the County in writing and must be received twenty-four (24) hours in advance. Time off for such purposes will be charged to the Union Time Bank if the charge is approved in advance as required by Section 29.7.

### **Section 29.9**

Once a quarter, the members shall be granted space within the emergency Operations Center or another suitable Public Safety facility to conduct membership meetings. The use of the space shall be granted so long as a request for its use is made to the Director of Public Safety or his designee 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.

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**

1) Abuse of drugs, and/or substances, by employees and potential employees is a significant problem both for the safety of the employee and the liability of the County.

2) Lee County has a responsibility to provide quality services to its citizens in a timely and cost effective manner. Employees at any and all levels in the organization who have drugs or alcohol in their systems may impair their ability to perform their duties at full, efficient capacity. Impaired judgment on their part may have serious consequences for the County through increased safety risks, potential accident liabilities, increased worker's compensation liabilities, and potential faulty decision making.

3) Employees who may be involved in the abuse of drugs or the use of illegal drugs, whether on or off the job, or who abuse alcohol off the job to such an extent that work performance is affected, have an adverse impact on the County's ability to maintain a safe work environment and to provide the services expected by its citizens.

4) 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.

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 facts sufficient to lead a reasonably prudent person to suspect 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 (Lee County Policy 205:2 (4)).

**Section 30.2:1**

Management may require that the employee submit to a breathalyzer test, blood test, urinalysis and/or other appropriate testing at a qualified laboratory chosen by the County.

**Section 30.2:2**

Upon ratification of the Collective Bargaining Agreement a Random Drug Testing program may 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)).



**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**

As authorized by the Drug-free Workplace Act (Florida Statute 112.0455) and the requirements of the Drug-free Workplace Program as listed in Florida Statute 440.102, as well as Lee County Policy 205: Drugs and Alcohol In The Workplace: 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 a belief that an employee is using or has used drugs in violation of the employer’s policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

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 vehicle, machinery, or equipment.

B. On-duty work-related incident with injury requiring treatment;

C. Motor vehicle crash;

D. Medication inventory discrepancies;

E. Excessive disbursement of controlled substances during patient care;

F. Job applicant drug testing;

G. During annual employer 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. Inappropriate conduct or behavior;

J. 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 s. 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. Upon completion, the employee shall be placed on administrative leave until results are obtained and/or cleared to return to duty.

#### **Section 30.4**

Any employee who refuses to submit to a breath, blood, urine, and/or other tests shall be considered insubordinate, placed on administrative leave and subject to disciplinary action up to and including discharge.

#### **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. An employee's refusal to cooperate with or submit to a search shall be considered insubordinate and their actions may result in disciplinary action up to and including discharge.

#### **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)(1) that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform the EMS Medical Director and Employee Health Services in writing that they are taking such medication on the advice of a physician.

It is the employee's responsibility to also inform their Medical Director of the possible side effects of the drug on performance and expected duration of use. The prescribing physician must provide a statement that the employee can perform all of the employee's normal job functions, which will be provided to the employee's 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 separation of employment. Employees may be required to provide a doctor's statement if the employee indicates that there is a need to use the prescription drug/medication for an extended period.

#### **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 in 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**

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

### **Section 30.10**

Article 30 of the 2012/2013 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 sections of Article 30 in this collective Bargaining Agreement will be in effect.

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ARTICLE 31**QUALITY MEDICAL ASSURANCE/IMPROVEMENT**

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**Section 31.1**

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 31.2**

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 pursuant to Florida Statutes, Section 401.265, 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 or designee; not the arbitration procedures outlined elsewhere in this Agreement.

**Section 31.3**

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

A. Skills Credentialing

Effective with the execution date of the contract, Skills Credentialing may be performed for all bargaining unit employees.

1. The county reserves the right to conduct skills credentialing on an on going basis. 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. Bargaining unit employees will be tested on current state curriculum or any EMT/ Paramedic protocol instituted by the Medical Director(s).
3. 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. The skills competencies will be derived from the BLS and ALS procedures listed in the EMS treatment Guidelines.
6. The minimum grade in each required category shall be at least eighty percent (80%) without rounding.
7. 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.
8. All bargaining unit employees must successfully complete this process to maintain their rank and privileges for the next twenty-four (24)-month period.

**Section 31.4**

Q/I Incident Investigation



Remedial Action shall be determined by the Medical Director(s) as he determines to be necessary and appropriate. 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.

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ARTICLE 32**STATIONS AND POST**

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**Section 32.1**

The County will maintain stations spread geographically throughout the County. Each station will be equipped as set forth in Section 32.2.

**Section 32.2**

All stations shall be supplied with the following minimum equipment and services:

- Full-size refrigerator
- In stations where a stove is not permitted, but an outside gas grill is permitted, a 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 plate, drinking glass, coffee cup, knife, fork and spoon.
- Color television with cable service or satellite.
- Telephone (local service)
- Sink /Counter combination for kitchen area
- Water service
- Bathroom with bathing facilities
- Assorted cooking pans and utensils
- One (1) night stand/lamp per bed
- One (1) twin-size bed
- Electric service
- Desk area for paperwork with lamp
- Three (3) Shift lockers
- 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 Weapons of Mass Destruction (WMD/Extrication) bags

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

**Section 32.3**

The above equipment and services as set forth in Section 32.2 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 these stations, will work together to ensure that the equipment owned by the County listed in Sections 32.3 and 32.5 is maintained in good working condition. Supervisors who are co-located with other EMS crews shall be provided separate computers, televisions, VHS/DVD players, and phone lines. Supervisor stations must also have separate office and bunk areas.

**Section 32.4**

When new supervisor stations or offices are established, or existing locations are moved, the County agrees to meet with Union leadership to review and discuss these plans at least thirty (30) days in advance.

**Section 32.5**

The County will do a station review every twelve (12) months to keep a maintenance log on all EMS stations and offices. 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 33**STAFFING**

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**Section 33.1**

Employees shall be given the opportunity to accept a vacated assignment within their employment classification (i.e. move to a vacated district/shift) within seven (7) calendar days. This opportunity will be based on the following factors, in no specific order:

- Professional/medical experience
- Management experience
- Education
- Performance
- Time in Grade

If all other factors are equal, Time in Grade will prevail.

When a vacancy occurs, the vacancy will be open to hire as soon as reasonably possible. If necessary, the County and Union agree to meet to discuss the items listed above and to ensure the assignment(s) are made equitably. If no employees accept the new assignment, the employee with the lowest Time in Grade will be moved to the assignment. The County reserves the right to assign supervisors to districts and/or shifts to ensure operational effectiveness. Supervisors affected will be given a minimum of a two-week notice.

**Section 33.2**

The County shall adhere to minimum staffing levels of:

- A. From 0900-1900, a minimum of three (3) Lieutenants and one (1) Shift Commander must be on duty.
- B. From 1900-0900, a minimum of two (2) Lieutenants and one (1) Shift Commander must be on duty.

C. Shift Command will be covered by staffing in the following order:

1. On duty forty-eight hour operational Captains.
2. On duty forty hour operational Captains.
3. On duty administrative Captains.
4. Off duty operational Captains.
5. Off duty Administrative Captains.
6. On duty Lieutenants.

The County and Local 533 agree to meet to discuss Shift Command Staffing at a time and place that is convenient to both parties for the purpose of identifying and implementing efficiencies that better serves the operational needs of the department. These efficiencies will be memorialized through the Memorandum of Understanding.

D. Any Captains working outside of their regularly scheduled hours will be compensated at straight time at the forty hour rate.

E. Any Lieutenants functioning in the role of shift command will receive an additional two dollars (\$2.00) per hour.

F. Two (2) lieutenants and one (1) Operational Captain may be off on vacation. An additional lieutenant or captain may be awarded vacation, with approval of the Deputy Chief of Operations, as long as the County does not incur overtime.

**Section 33.3**

During the month April each year, the County and the Union will meet to discuss the geographical locations and district supervisors' span of control. The Local 533 President or designee will be invited to participate in the Local 1826 Sector Bid Process.

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ARTICLE 34**SAVINGS CLAUSE**

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**Section 34.1**

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 34.2**

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 35

**DURATION**

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It is understood by and between the Parties that this Agreement shall be effective from date of approval by the Lee County Board of County Commissioners, and shall continue until **September 30, 2022**. This Agreement shall be renewed provided that either Party may give written notice by **January 1, 2022**, of its intention to renegotiate the Agreement.

The Contract shall be effective from date of approval by the Lee County Board of County Commissioners, and shall remain in full force and effect through **September 30, 2022**.

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## **ENTIRE AGREEMENT**

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### **Section 36.1**

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 36.2**

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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## **EXECUTION AND RATIFICATION**

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### **Section 37.1**

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

### **Section 37.2**

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.

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RATIFICATION

This is to certify that a majority of the bargaining unit employees voting, approved the Agreement on May 29, 2019.

WITNESSED BY:

INTERNATIONAL ASSOCIATION OF  
EMT'S AND PARAMEDICS  
IAEP LOCAL 533

BY:


Kevin Onorevole, President IAEP  
Kevin Onorevole, Local President *Local 533*  
International Association of EMTs and Paramedics  
Local 533

This is to certify that the Lee County Board of County Commissioners approved the Agreement at its meeting on **June 18, 2019**.

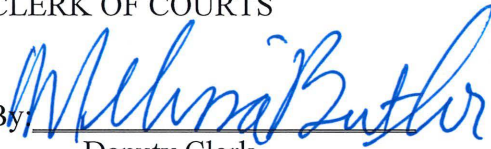
WITNESSED  
BY: LEE  
COUNTY BOARD  
OF COUNTY  
COMMISSIONERS

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

BY:   
Roger Desjarlais, County Manager

BY:   
Vice 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