

COLLECTIVE BARGAINING AGREEMENT

Between

HENDRY COUNTY

And

Southwest Florida Professional Fire Fighters
And Paramedics
IAFF Local 1826

October 1, 2018 – September 30, 2020

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ARTICLE 1

PREAMBLE

Section 1.1 Parties/Bargaining Unit

In accordance with Chapter 447 of the Florida Statutes this Agreement is entered into by and between the Hendry County Board of County Commissioners (hereinafter referred to as the "County") and the Southwest Florida Professional Fire Fighters and Paramedics, IAFF Local 1826 (hereinafter referred to as the "Union"). This Agreement is applicable to employees as defined in Certificate Number 1651, issued by the Florida Public Employees Relations Commission on December 3, 2007.

Section 1.2 Purpose

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the County and the employees, both individually and collectively, and the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement; and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

Section 1.3 Employee

Throughout this Agreement, the terms employee and member are used interchangeably and both mean "employee member of the bargaining unit" as defined in PERC certificate number 1651.

Section 1.4 Gender Neutral

All references in this Agreement to employees (male and female) are considered gender neutral.

ARTICLE 2

RECOGNITION

The County hereby recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as certified by the Florida Public Employees Relations Commission Certificate number 1651.

The appropriate bargaining unit is comprised as follows:

INCLUDED: Regular full-time Emergency Medical Technician
Regular full-time Paramedic

ARTICLE 3

SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any government authority or agency having jurisdiction of the subject matter of this Agreement.

Should any provision of this Agreement be found to be in contravention of any Federal or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of the Agreement shall remain in full force and effect until otherwise canceled or amended.

ARTICLE 4

PRINTING AND SUPPLYING AGREEMENT

The County agrees to provide the Union president one electronic copy of the completed agreement. The County will be responsible for providing copies to non bargaining unit members, to non-dues paying personnel and to provide a printed or electronic copy at each EMS station. The Union agrees to provide copies to all dues paying bargaining unit members.

ARTICLE 5
DUES DEDUCTION

Section 5.1 **Authorizations**

Employees may authorize, on the prescribed form, the deduction of Union dues.

Section 5.2 **Fines, Penalties and Special Assessments**

The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

Section 5.3 **Revocation**

Employees may revoke payroll dues and/or other authorizations at any time by submitting a stop request to the Employer and the Union.

Section 5.4 **Time for Submitting Authorizations**

Employees may initiate payroll dues and/or other authorizations at any time by submitting a completed payroll deduction form to the Employer.

Section 5.5 **Continuation**

Employees participating in the current dues payroll deduction program may continue to do so as long as the Union remains the certified bargaining agent for employees in this bargaining unit and so long as the employee has not submitted a stop request in accordance with this Article.

Section 5.6 **Changes in Dues/Notice**

Upon any change in the amount of dues to be deducted, the Union shall submit a written request to the County stating, in dollars and cents, the new amount of Union dues to be deducted from the wages of members who have authorized such deduction. This request by the certified bargaining agent shall be submitted thirty (30) days in advance of the effective date of any change.

Section 5.7 **Remittance**

Union dues and any other authorized deductions shall be deducted each applicable pay period and the funds, minus the applicable administrative service charges, shall be remitted to the Treasurer of the Union within thirty (30) calendar days.

Section 5.8 Indemnity

The Union will indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the County on account of Union payroll deductions. The Union agrees that, in the case of an error, proper adjustment, if any, will be made by the Union with the affected employee.

ARTICLE 6

RULES AND REGULATIONS

The County may adopt, change or modify work rules to the extent not inconsistent with specific provisions of this agreement. Any changes concerning mandatory subjects of bargaining are subject to negotiation. The County will abide by guidelines set forth in Florida Statutes 447.209.

ARTICLE 7

LABOR MANAGEMENT COMMITTEE

Section 7.1

The County and the Union agree that there shall be a joint Labor Management Committee consisting of three (3) members appointed by the Union and three (3) members appointed by the EMS Director.

Section 7.2

Meetings of the Labor Management Committee may be held for purposes, including but not limited to: dissemination of information; submission of suggestions for improving efficiency of operations, working conditions, and employee services; proposing revisions to existing regulations, policies or procedures; or to further promote harmonious relations between the County and the Union. Active, on-going grievances, at any stage of the grievance process, shall not be the subject of discussion at Labor Management Committee meetings.

Section 7.3

The Labor Management Committee shall meet on an as needed basis. The committee shall serve in an advisory capacity only. Upon unanimous consensus of the Committee, it may present suggestions or recommendations to the EMS Director. The EMS Director shall respond to the Committee, in writing, within thirty (30) days of receipt of the Committee's suggestions or recommendation.

Section 7.4

Off duty attendance shall not be compensated.

ARTICLE 8

NON DISCRIMINATION AND EMPLOYEE RIGHTS

Section 8.1

Neither the County nor the Union shall discriminate against any employee because of Union membership or non-membership.

Section 8.2

Employee rights as provided by local, state and/or federal laws are hereby preserved; provided that allegations of discrimination based on race, sexual orientation, religion, national origin, disability, age, gender or color will be resolved in the appropriate court or administrative agency and not under Article 32, the Grievance and Arbitration Procedure.

Section 8.3

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 from discrimination based on race, sex, religion, national origin, disability, age, gender, color or sexual orientation. The Union, its members and leadership shall also insure no retaliation against any employee for bringing forth allegations or cooperating in the investigation of such alleged discrimination.

ARTICLE 9

PENSION

Section 9.1

During the term of this Agreement, bargaining unit members shall continue to participate in the Florida Retirement System.

Section 9.2

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

ARTICLE 10

EAP/DRUG FREE WORKPLACE

The County agrees to follow the existing County policy on Employee Assistance Programs (EAP) and the Drug Free Workplace policy. Any changes to these policies are subject to negotiations.

ARTICLE 11

WORKER COMPENSATION

Worker compensation will be handled as per the Hendry County Human Resources Policy Manual at the time of ratification of this agreement and in a manner consistent with all other County employees. Any changes to workers compensation will be subject to negotiation.

ARTICLE 12

RESTRICTED DUTY

Any union employee providing written documentation from a physician limiting his/her activities due to illness or injury, may be temporarily assigned to restricted duty at the discretion of the EMS Director or his/her designee.

ARTICLE 13

UNION BUSINESS

Section 13.1

Upon request, the County, in its sole discretion, may permit limited union business on County property.

Section 13.2

With prior approval, Union members may utilize their own annual leave time or utilize shift exchange to attend meetings, conferences, etc. Time will be approved at the sole discretion of the County and such approval shall not be unreasonably denied.

Section 13.3

County equipment may not be used for the purpose of conducting Union business.

Section 13.4

Union representatives who are not employees of the County may not meet with individual employees on County property unless prior approval is obtained from the Public Safety Director or designee.

ARTICLE 14

OUTSIDE EMPLOYMENT

Employees accepting employment with any other employer while employed by the County shall do so only as long as the employment does not constitute a conflict of interest or the appearance of a conflict, as determined exclusively by the County. The employee's primary obligation shall continue to be to the County and he shall arrange his affairs accordingly. Union members shall not work the eight (8) hours prior to reporting to work for the County without permission of the Public Safety Director or designee.

ARTICLE 15

PERSONNEL FILES

Section 15.1 Personnel Files

The County shall maintain personnel files for each bargaining unit employee.

Section 15.2 Inspection

Upon appropriate request, an employee may inspect his personnel file(s) subject to the following:

- A. Inspection shall occur during non-working hours, including lunch, in a manner mutually acceptable to the employee and the County. An employee who has a written grievance on file who is inspecting his personnel file with respect to such grievance may have a representative present during such inspection (see Article 13 Union Business).
- B. Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of duplication.
- C. Employees may place responses to any adverse material contained in their file.

ARTICLE 16

BULLETIN BOARDS

Section 16.1 Bulletin Boards

The Union may have a bulletin board, in a space to be determined by the County, beginning on the date of this Agreement.

Section 16.2 Approval of materials

The Union President or his designee and the Public Safety Director or designee will approve all materials placed upon the bulletin board prior to posting.

Section 16.3 Contents

Postings on the Union bulletin board will be restricted to:

1. Notices of Union meetings;
2. Notices of Union elections and results of elections;
3. Notices of Union recreational and social affairs; and
4. Notices of Union appointments and other official Union business.

No materials, notices or announcements shall be posted which contain anything of a controversial, political or offensive nature or which adversely reflects upon Hendry County or Hendry County Public Safety, the elected officials of Hendry County or any Hendry County employees.

ARTICLE 17

SENIORITY

Section 17.1

Seniority is defined as continuous service with Hendry County EMS and is that time actually spent on active payroll as a full-time employee, including those periods specified in Section 17.2 of this Article. Seniority is calculated based upon the date of hire by Hendry County EMS in a full-time capacity, not the date the person took a position within a specific classification, thus, an EMT who promotes to a Paramedic would have seniority calculated from the date of full-time employment as an EMT. 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 17.2

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

- A. Approved leaves of absence.
- B. Any holiday recognized in this Agreement.
- C. Vacation periods.
- D. Periods of temporary layoff for a regular employee up to one (1) year.
- E. Qualifying periods of service in the Armed Forces of the United States.
- F. Leave granted under the Family Medical Leave Act and/or the Americans with Disabilities Act.
- G. Leave granted for a workers' compensation injury.

Section 17.3

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

- A. He/she voluntarily quits.
- B. He/she is discharged.
- C. He/she has been continuously laid off for a period of more than 12 months.
- D. He/she fails to return to work at the end of any period specified in Section 17.2 without an extension approved by the County. If an employee is in an as-needed or temporary on-call position he/she will not receive seniority accrual for the time worked in this status.

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

Section 17.4

The County shall prepare a seniority list of the employees in the bargaining unit upon request by the Union. The seniority list shall be based on the last date of hire with Hendry County EMS (as clarified in Section 17.1). Once complete, this list shall be given or mailed to the Union. The seniority list shall be conclusively presumed accurate unless challenged by the Union within thirty (30) calendar days of its receipt by the Union.

ARTICLE 18

PROBATION PERIOD

Newly hired employees will serve an initial probationary period until satisfactory completion of their first annual performance evaluation. Satisfactory completion of the first annual performance evaluation shall mean that the employee receives an overall evaluation of “meets expectation or above.” The County will endeavor to conduct the first annual performance evaluation within fifteen (15) days after completion of the employee’s first year of employment. Until the first evaluation is completed, however, the employee will be considered to be probationary.

The initial probationary period may be extended up to an additional three (3) months where, in the sole discretion of the County, the employee’s performance warrants. Where the initial probationary period is extended an employee will be considered probationary until he or she receives an evaluation of “meets expectation or above”. The employee will be evaluated within five (5) days after the end of the three-month extension of probation.

ARTICLE 19

WORK WEEK AND OVERTIME

Section 19.1

Union members in the classifications Emergency Medical Technician (EMT) and Paramedic shall work the following regular schedule:

- A. Twenty-four (24) hours on duty followed by forty-eight (48) hours off in a three platoon schedule (A,B,C), starting 0800 hours and ending 0800 hours the following day.

Section 19.2

Regardless of shift assignment, employees who work in excess of forty (40) hours in any week shall be paid time and one-half (1-1/2) their regular hourly rate of pay for every hour in excess of forty (40) hours.

Section 19.3

The work week will begin at 0800 Sunday and end one hundred sixty-eight (168) hours later at 0800 the following Sunday. Employees who report to work late will receive no pay for the time missed, rounded to the quarter (1/4) hour.

Section 19.4

Employees who are held over beyond their normal work shift or called into work early shall be paid to the quarter (1/4) hour.

Section 19.5

The County reserves the right to assign mandatory overtime as it deems in the best interests of the County. If a Union member is forced to work mandatory overtime he shall be paid at 1.5 his hourly rate of pay for all hours worked over forty in a workweek. Employees forced to work a mandatory callback will receive pay for two additional hours of work over the amount of time he or she actually works when called back. The two additional hours shall be paid at the employee's straight time rate and shall not be considered hours worked for purposes of calculating overtime compensation. Unless otherwise required by the County, employees are not permitted to work more than sixty (60) hours in any rolling seventy-two hour period. It is the mutual responsibility of the employee and the supervisor to advise/determine the number of hours worked.

Section 19.6

County will make every effort not to utilize on duty personnel to assist with training classes while on duty. Off duty personnel shall be used on a voluntary basis.

Section 19.7

There shall be no loss of pay for any Union member while in transit to another work station when such member is on mandatory overtime.

Section 19.8

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

ARTICLE 20

SHIFT EXCHANGE

Section 20.1

Shift exchanging will be approved at the sole discretion of the County. Shift exchanging shall be done in a manner which does not compromise scheduling or operations. Exchanges shall occur within job classifications. If an employee fails to fulfill their obligation to work for another employee that employee will be charged at the appropriate rate of pay, straight time or one and one-half (1 ½) times the numbers of hours not worked from their annual leave bank. If no leave time is available from annual leave then time will be deducted from the sick leave bank. All requests for shift exchange shall be on the approved form and approval gained a minimum of 12 hours before the exchange occurs.

Section 20.2

Exchanges will not normally cause overtime.

ARTICLE 21

WORKING OUT OF CLASS

Section 21.1

Employees may be requested to work out of class as a field training officer. Employees shall be compensated at a rate of fifty (50) cents per hour above the employees' current hourly rate of pay for all hours worked in the higher classification.

Section 21.2

Employees required to work out of class as a Lieutenant for more than 30 consecutive calendar days, will be compensated at a rate of fifty (50) cents per hour above the employee's current hourly rate for all hours worked after 30 days in the higher classification.

Section 21.3

Employees who are credentialed Paramedics working in an EMT position may be offered shifts as a Paramedic as deemed appropriate by the Public Safety Director or his designee. The employee will be compensated at the current starting hourly rate of a credentialed Paramedic for those hours worked in the Paramedic position.

ARTICLE 22

HOLIDAYS

Section 22.1

Regular, full-time bargaining unit employees regularly scheduled on a fifty-six (56) hour work week are entitled to the following paid holidays on an annual basis:

New Year's Day	January 1
Dr. Martin Luther King's birthday	Third Monday in January
Good Friday	as designated
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

Section 22.2

Bargaining unit employees will receive any additional holiday that may be extended to all other County employees throughout the year.

Section 22.3

Employees will be paid for holidays in the following manner:

1. Scheduled off – 8.0 hrs of regular time.
2. Scheduled on – 12.0 hrs of regular time.

Nothing in this Article shall require that any hours not actually worked be considered "hours worked" for purposes of computing entitlement to overtime compensation.

Section 22.4

Holidays will be paid either on the actual holiday or as designated by the County.

ARTICLE 23

VACATION LEAVE

Section 23.1

Regular, full-time bargaining unit employees regularly scheduled on a fifty-six (56) hour work week shall accrue vacation hours according to the following schedule:

LENGTH OF SERVICE	ANNUAL VACATION HOURS	ACCRUAL PER PAY PERIOD
First day of Employment	145.6	5.60
After 5 Years	182.0	7.00
After 10 Years	218.4	8.40

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. Employees are able to accrue a maximum of 336 hours, after such time no further hours are accrued until the accrued time has been brought below 336 hours. Employees are eligible to receive payout of vacation hours to a maximum of 336 hours, in accordance with the provisions of Section 23.7.

Section 23.2

The County reserves the right to refuse requested vacation dates and to assign or require the use of vacations as it deems fit in the best interests of the County.

Section 23.3

Vacation leave shall be requested at least twenty-one (21) days in advance. All requests for leave will be made in writing on the annual leave form and in the County time keeping system. The 21-day notice may be waived by the EMS Director or his/her designee on a case-by-case basis. Annual leave can be approved with less than 72-hours notice in extenuating circumstances.

Section 23.4

While the County retains the right to approve and schedule all requests for vacation, the County will typically grant annual leave on a first come, first served basis with seniority being the deciding factor for requests turned in on the same day for the same dates. Employees shall be considered “locked in” for dates requested and granted. The request shall be considered granted on the date that a supervisor or the Operations Chief 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 absent approval of or being required by the County.

Section 23.5

Absent approval by the Operations Chief or his/her designee, only two (2) employees of the same classification shall be granted leave on the same day. This is to include shift exchanges and annual leave requests.

Section 23.6

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

Section 23.7

Non-probationary employees, who are subject to layoff, and voluntarily resign or retire with two (2) or more weeks' written notice, shall be paid for all accrued vacation leave earned but not yet taken prior to the date of layoff, resignation or retirement up to a maximum of 336 hours. Employees who die while employed with the County shall have all accrued vacation hours earned but not yet taken at the time of their death up to a maximum of 336 hours paid to their designated beneficiary. Such compensation shall be paid at the employee's current rate of pay at the time of separation. Employees who are involuntarily terminated (except in cases of layoff) are not eligible for any vacation leave payout unless approved by the County Administrator. Probationary employees are not eligible for any vacation leave payout.

Section 23.8

Employees who are sick but have exhausted accrued available sick leave hours may elect or may be required to utilize accrued vacation hours to cover medical absences.

Section 23.9

The first 96 hours of annual leave used in a calendar year will be considered regular work hours for purposes of calculation of overtime pay. All annual leave hours in excess of 96 hours will be paid at straight time.

Section 23.10

One annual payout is allowed for EMS personnel who have met the cap for the annual leave at 336 hours or above. The amount will be the hours approved over the cap plus a maximum of an additional 96 hours below the cap. Payout will occur in the pay period which includes September 1st.

ARTICLE 24

SICK LEAVE

Section 24.1

Regular, full-time bargaining unit employees regularly scheduled on a fifty-six (56) hour work week shall accrue four and sixty-two one-hundredths (4.62) hours of sick leave per pay period. Sick leave is accrued after the last day in the pay period.

Section 24.2

All regular, full-time fifty-six hour work week employees are allowed to use seventy-two hours of accrued sick leave time without medical excuse.

Section 24.3

Employees who are sick but have exhausted accrued available sick leave may utilize accrued vacation hours to cover the absence. Employees will be required to provide a medical excuse if utilizing annual leave instead of sick leave.

Section 24.4

Employees who are unable to report to work due to illness shall contact the on-duty supervisor no later than 0700 hours on the morning of the missed shift.

Section 24.5

Sick leave payouts shall be in accordance with the County Human Resources Policy Manual.

Section 24.6

The estate or surviving beneficiary of an employee who dies in the line of duty while employed by Hendry County shall be paid all accumulated sick leave time, regardless of the length of service.

ARTICLE 25

BEREAVEMENT/JURY DUTY/WITNESS DUTY

Section 25.1 Bereavement

With prior approval of the County a regular, full-time bargaining unit employee regularly scheduled on a fifty-six (56) hour work week will be granted, upon request, up to twenty-four consecutive (24) hours of administrative leave, due to the death of his/her spouse, child, parent, sibling, grandparent, grandchild, step parent, stepchild, stepbrother or stepsister, the employee's spouse's child, foster child, parent, guardian, sibling, grandparent, and grandchild or for any person for whom the employee is the legal guardian.

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

An employee may request additional time off for bereavement and utilize his accrued vacation or sick leave. Requests for additional leave will be approved at the sole discretion of the County.

Section 25.2 Jury Duty

When a regular employee is required to serve on jury duty, the employee shall be relieved of responsibility for his regular work shift and the employee shall receive administrative leave for hours missed from work. 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, and again on the employee's shift before the jury duty is to begin. When an employee is released or is excused from jury duty for the remainder of a work-day or permanently the employee shall 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 25.3 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 proceeding, provided they are not being called as a witness against 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. It shall be the employee's responsibility to notify his/her 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 the attendance, on the County 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 Class "A" uniform.

Section 25.4 Military Leave

This section is subject to federal law as it may be amended from time to time.

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

Requests for military leave under this subsection shall be submitted in writing with proper documentation at least one (1) month prior to the commencement date of the orders.

Whether continuous or intermittent, such paid leave under this subsection shall not exceed two hundred forty (240) working hours in any twelve (12) month period.

Any absence in excess of seventeen (17) working days under this subsection may be covered by accrued and available annual leave or be excused absence without pay.

- B. Any employee who is ordered for a physical examination with the Selective Service System shall, upon presentation of official orders, be granted paid leave for this purpose.
- C. Any County employee who is also a member of the National Guard or a reserve component of the Armed Forces of the United States may be granted leave of absence from their respective duties to perform active military service. The first 30 days of leave for active military service shall be with full pay. An employee may use any accrued leave hours but may not receive leave donations to supplement the employee's pay while on active military duty. Additionally, the

employee shall be entitled to preserve all benefits and retirement privileges and such time will be treated as continuous service.

- D. Abuse of the provisions set forth for military leave shall result in disciplinary action.
- E. Falsification of the need for or any records relating to military leave shall result in disciplinary action.

ARTICLE 26

TRAINING, LICENSURE AND CERTIFICATION

Section 26.1

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 rule or regulation and all necessary or special requirements of the job description for the position in which they are currently employed at the County. It is the employee's responsibility to assure that copies of all certifications and licenses required for employment are current and on file with the EMS administration. If an employee fails to maintain current certification as required by the above regulating bodies, the employee will be immediately suspended without pay until the certifications are renewed. The employee may use EMS copy equipment to make necessary copies required by this section.

Section 26.2

The EMS Administration will provide employees with required documentation for biannual recertification at the request of the employee. If the employee fails to complete the program as specified, no CEU credit will be awarded.

Section 26.3

It is the responsibility of the employee to comply with all statutes, rules and regulations for certification and licensure as an EMT or Paramedic including, but not limited to, the application completion process, payment of fees, providing all documentation, etc. to retain the required licenses and certifications.

Section 26.4

Employees will be required to attend departmental in-service training as scheduled.

Section 26.5

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

Employees desiring CEU credit for outside programs must submit a written request to the Operations Chief within (2) work shifts prior to the date of the program. Each request must include the following:

- a. Course outline or objectives.
- b. Course brochure or flyer.

- c. Sponsoring agency.

Section 26.6

Employees who have obtained instructor levels in EMS related certifications may be utilized by the County in continuing education, public education classes or training programs sponsored by the County. Employees who are required by the County to teach a County-sponsored course or training program will be compensated per Article 19, Section 19.2. Employees who contract with outside agencies (hospitals, fire departments or districts, etc.) to teach a class or training program will not be paid by the County for the class or training program.

ARTICLE 27

EDUCATIONAL REIMBURSEMENT

The County agrees to pay for all mandatory training and provide compensation for any mandatory off-duty attendance.

The County agrees to follow the existing County policy on travel reimbursement. Any changes to this policy are subject to negotiations.

ARTICLE 28

PERSONNEL REDUCTION

Section 28.1

In the event of a reduction in force, the County will determine which classification or classifications will experience a reduction and the number of positions to be reduced within each classification. Within a classification, personnel will be reduced based upon seniority (as described in Article 17), with the least senior employee laid off first.

Section 28.2

Laid off employees are eligible for recall for up to twelve (12) months following their layoff. Recall will be in the reverse order of layoffs. All recalled employees will return to employment on a probationary status.

Section 28.3

The County will notify the Union in writing of the need to reduce the number of employees who are on payroll within the bargaining unit at least fourteen days (14) before the effective date of a layoff. The notice shall disclose the number of positions affected, the identity of any employees selected for layoff, and the rank or classification of each position so affected.

Section 28.4

In the event of a reduction in the classification of Paramedic, the least senior Paramedic shall be laid off first, but shall be allowed to bump an EMT with less seniority and retain a position as an EMT.

ARTICLE 29

UNIFORMS AND EQUIPMENT

Section 29.1

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

- Three (3) pair Uniform Pants
- One (1) Class “A” Shirt
- Three (3) Polo Shirts
- Three (3) T-shirts
- One (1) Jacket/ Cold Weather
- One (1) Badge
- One Name Tag/Collar Brass
- One (1) Jumpsuit
- One (1) Raincoat
- Two (2) Personal Accountability tags
- One (1) pair of Safety glasses

Section 29.2

The County will provide employees with replacement pants, shirts, and jumpsuits as deemed appropriate by the management of EMS each fiscal year. The County will replace issued equipment damaged in the line of duty. Employees requesting equipment replacement may be required to exchange their old equipment in order to get it replaced.

Section 29.3

Employees are permitted to purchase, at employee cost, additional uniforms. These purchases will be coordinated with the EMS administration. The County agrees to provide employees who are pregnant two (2) new maternity uniform pants and two (2) new maternity shirts. The issued maternity uniforms will be paid for by the County.

Section 29.4

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 prior to receipt of the final County Pay check.

Section 29.5

Employees will be required to wear issued uniforms while on duty, special assignments, and at court appearances. Employees are to report to work in a clean and pressed

uniform with a neat appearance. The employee will be required to wear a County issued or white crew neck t-shirt under his/her Class "A" shirt, but not under their Polo style shirt. The Class "A" uniform will have a crease down the middle of each sleeve. Sleeves shall not be rolled up. Employees are to be in matching attire, except after 1700 hrs when jumpsuits may be worn.

Employees will provide their own black belt with a conservative belt buckle. Footwear will consist of black boots at least ankle length provided by the employee. Shoes are to be polished, kept clean and in good repair. Footwear must be free of accessories such as chains, large buckles, toecaps, etc. If boots are lace up type the laces will be laced properly. Tennis shoes may be worn while at the station; there shall be no delay in response to calls due to changing shoes. No other types of shoes are allowed whether in or out of the stations.

In extreme weather conditions employees are allowed to supplement their uniforms with long underwear or long sleeve shirts (white, gray, navy blue or black) that are worn under the uniform. Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

Jumpsuits may only be worn after 1700 hrs unless otherwise directed. Jumpsuits are to have reflective tape as ordered by the department and shall have the appropriate employee's name on the garment. Jumpsuits are to be fully zippered at all times.

Shorts (solid black, navy blue, or gray) may be worn under the jumpsuit. Shorts may be worn to complete the A.M. off going station duties. Shorts are to be at least mid thigh in length. Shorts are not to be worn to attend patients.

Employees may wear department-approved caps. The County will not provide caps.

Employees shall have a replacement uniform available. Jumpsuits shall not be utilized before 1700 hrs as replacement uniforms.

Section 29.6

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

Section 29.7

Employees will maintain their hair in a clean and groomed condition. Female employees who choose to have long hair shall keep it pulled back and pinned up. Male hair must be

maintained to conform to community standards (no pony tails, hair below the shirt collar, etc.).

ARTICLE 30

PAY PLAN

Section 30.1

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

Section 30.2

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

Section 30.3

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

Section 30.4

YOS	EMT	Hourly	Paramedic	Hourly
Starting	\$30,110.08	10.34	\$37,506.56	12.88
1	\$31,012.80	10.65	\$38,642.24	13.27
2	\$31,944.64	10.97	\$39,807.04	13.67
3	\$32,905.60	11.30	\$41,000.96	14.08
4	\$33,895.68	11.64	\$42,224.00	14.50
5	\$34,914.88	11.99	\$43,505.28	14.94
6	\$35,963.20	12.35	\$44,786.56	15.38
7	\$37,040.64	12.72	\$46,155.20	15.85
8	\$38,147.20	13.10	\$47,523.84	16.32
9	\$39,282.88	13.49	\$48,950.72	16.81
10	\$40,476.80	13.90	\$50,406.72	17.31
11	\$41,670.72	14.31	\$51,920.96	17.83
12	\$42,922.88	14.74	\$53,493.44	18.37
13	\$44,233.28	15.19	\$55,095.04	18.92
14	\$45,543.68	15.64	\$56,754.88	19.49
15	\$46,912.32	16.11	\$58,443.84	20.07
16	\$48,310.08	16.59	\$60,191.04	20.67

17	\$49,766.08	17.09	\$61,996.48	21.29
18	\$51,280.32	17.61	\$63,860.16	21.93
19	\$52,794.56	18.13	\$65,782.08	22.59
20	\$54,396.16	18.68	\$67,762.24	23.27

A. The minimum and maximum range for classifications within the bargaining unit are contained within the above table.

The hourly rate is based on the employee's annual wage divided by 2,912 for twenty-four (24)-hour employees, the employee's annual wage divided by 2,184 for twelve (12)-hour employees, and an annual wage divided by 2,080 for eight (8) and ten (10)-hour employees. The pay plan is fixed for the term of the contract.

B. For fiscal year 2018/2019, employees will be placed into the appropriate step as described in the above table, effective October 1, 2018. This step will be calculated as the continuous years of service with Hendry County EMS as of September 30, 2018. Years of service will be on their hired anniversary date.

C. Each step level 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.

D. 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.

Section 30.5

When an employee is promoted or demoted to a classification, his/her current wage shall be adjusted to the same step as described in above table.

Section 30.6

Employees transferred between the work shift schedules shall have their 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 30.4(A) of this Article.

B. This base annual wage should then be divided by the new work schedule's variable to produce their new base hourly rate.

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

ARTICLE 31

INSURANCE

Section 31.1

Subject to section 31.2 of this Article, the County will provide health, dental, prescription medication, and life insurance for bargaining unit members in the same manner in which those benefits are provided to other County employees. In addition, the County will continue to provide shared-cost health insurance for dependents to the extent provided for, and in accordance with, current County policy.

Section 31.2

The County may modify, rescind, add to or otherwise alter insurance benefits and costs for bargaining unit employees to the extent that such changes are made for non-bargaining unit employees. The Union expressly waives the right to bargain over such insurance changes.

Section 31.3

In the event a bargaining unit member should receive an on-duty injury/illness, which qualifies him 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 additional costs other than those specified by law.

ARTICLE 32

GRIEVANCE AND ARBITRATION

Section 32.1 General

- a. A grievance is defined as any alleged violation of a specific article of this Agreement.
- b. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the County or that the grievant elected not to proceed any further. A grievance not answered by the County within the limits prescribed at each step shall be deemed a denial of the grievance as of the day upon which the response is due, and the employee or Union may timely advance the grievance to the next step. The time limits prescribed herein may be extended by mutual written agreement of the Union and County.
- c. The requirements in Steps One through Three for written grievances and answers shall not preclude the parties from orally discussing and resolving the grievance, but such efforts shall not waive the requirement to abide by the procedures and timelines set forth in this article.
- d. An employee or grievant may be accompanied by a Union representative at any time during the grievance procedure.

Section 32.2 Grievance Procedure

- a. Step One – All grievances must be submitted, in writing, by the Union or the aggrieved employee to the employee’s immediate supervisor within seven (7) calendar days after the occurrence of the matter from which the grievance arose. To constitute a grievance under this article, the written grievance at this step must contain the following information:
 - (1) A statement of the grievance, including the date of occurrence and a brief description of the facts upon which the grievance is based;
 - (2) The article (and section as appropriate) of this Agreement alleged to have been violated;
 - (3) The action, remedy or solution requested by the employee;
 - (4) The signature of the aggrieved employee and/or Union representative submitting the grievance;
 - (5) The date submitted.

The aggrieved employee's immediate supervisor shall meet with the Union and the aggrieved employee within seven (7) calendar days of receipt of the written grievance to informally discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the immediate supervisor may respond in writing to the grievance.

- b. Step Two - If the grievance is not resolved at Step One, the aggrieved employee or Union may request that the grievance be advanced to Step Two, by timely submitting a written request for review to the Operations Chief within seven (7) calendar days of the immediate supervisor's written response or, if no response was received, within seven (7) calendar days of the due date of the immediate supervisor's written response.

Within seven (7) calendar days after receipt of the written request, the Operations Chief will meet with the aggrieved employee and the Union representative to discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the Operations Chief may respond in writing to the grievance.

- c. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee or the Union may request that the grievance be advanced to Step Three, by timely submitting a written request for review to the Public Safety Director within seven (7) calendar days of the Operations Chief's written response or, if no response was received, within seven (7) calendar days of the due date of the Operations Chief's written response.

The Public Safety Director shall meet with the aggrieved employee and the Union representative within (7) calendar days of receipt of the written request to discuss and seek a resolution of the grievance. Within seven (7) calendar days after the meeting, the Public Safety Director may respond in writing to the grievance.

Section 32.3 Arbitration

- a. If the grievance is not resolved at Step Three, the Union may submit a written request for arbitration within seven (7) calendar days after receipt of the Step Three written response or, if no response was received, within seven (7) calendar days of the due date of the Step Three response. The request for arbitration shall be submitted to the Public Safety Director.
- b. Within seven (7) calendar days after the date of receipt of the arbitration request, the Union shall request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS). The Union shall request a panel from the Florida sub-region and, in any event, all arbitrators must reside in Florida or agree to charge travel expenses as if they resided Florida. Within five (5) calendar days after receipt of the list,

the parties or their representatives shall confer and alternately strike names on the list until only one name remains, and the remaining name shall be the arbitrator. The party requesting arbitration shall strike the first name.

- c. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, nor shall the arbitrator have the authority to review any issue in which this Agreement expressly reserves discretion to the County. The arbitrator is not authorized to decide any issues which do not constitute a grievance as defined by this article or which were not submitted to him by the parties. Subject to these limitations and applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the County.
- d. If the issue of arbitrability is raised by the County, the Arbitrator shall decide that issue before addressing the merits of the grievance and shall do so in a separate proceeding, unless the parties mutually agree to waive this requirement.
- e. The arbitrator's fee and expenses shall be borne by the losing party.
- f. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- g. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance. Additionally, in deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence which gave rise to the need for adjustment.

ARTICLE 33

BREAKS, MEALS, AND ERRANDS

Bargaining unit members will be allowed sleep breaks beginning at 1400 hrs, not to extend past 0630 hrs the next morning. Breaks are contingent on assigned work and calls during these timeframes. Bargaining unit members may be granted early sleep breaks at the discretion of their supervisor. Response times shall not be compromised due to sleep breaks.

Staffed EMS units may make one (1) trip to a local grocery store each shift. Montura shift/unit may make one additional stop before reaching the station.

Bargaining unit members will be able to eat at local restaurants for their breakfast no earlier than 1000 hrs and dinner meal no earlier than 1600 hrs contingent on EMS responses and work assignments. EMS units shall return to the County and their assigned response areas for all meals.

Upon request, the County, at its sole discretion, may permit limited personal errands.

Family/Friend visitation to the EMS stations will occur between the hours of 1200 and 1300 hrs or after 1600 hrs and will end at 2000 hrs.

ARTICLE 34

DURATION

This agreement shall be effective from October 1, 2018, through September 30, 2020.

Southwest Florida Professional Fire Fighters
And Paramedics
IAFF Local 1826

Hendry County

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____