

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AND

**INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS/NATIONAL
ASSOCIATION OF GOVERNMENT EMPLOYEES/SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 5000**

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ARTICLE 1 CONTRACTING PARTIES

This Agreement is between the Escambia County Board of County Commissioners (hereinafter referred to as the "BCC" or the "County") and the International Association of EMTs and Paramedics/National Association of Government Employees/Service Employees International Union Local 5000 (hereinafter referred to as the "Union").

ARTICLE 2 RECOGNITION

It is recognized by the parties to this Agreement that the bargaining unit employees are public employees as defined in Chapter 447, Florida Statutes, and as specified in Art. 1 § 6, Florida Constitution, and shall be subject to the provisions thereof. Any clause, provision, or part of this Agreement that is construed by any court as invalid under existing law shall be considered void and deleted herefrom as fully and completely as if same had not been incorporated in the Agreement.

Subject to the foregoing paragraph, the BCC recognizes the Union as the sole and exclusive bargaining agent for all employees included in the bargaining unit of the Union as certified by the Public Employees Relations Commission, Certification #1878. The bargaining unit, as certified by the Public Employees Relations Commission, shall include the following classifications: Emergency Medical Specialist, EMT Full-time; Emergency Medical Specialist, EMT Relief; Emergency Medical Specialist, Paramedic Full-time; Emergency Medical Specialist, Paramedic Relief.

It is recognized by both parties that as the mission of the organization changes, employees may be assigned different job functions. It would be considered inappropriate for an employee to be a member of the bargaining unit who is, or becomes, a supervisor. Bargaining unit employees who become managerial employees, as defined in §447.203(4), Florida Statutes, will not be included in the employee bargaining unit.

For the purpose of this Agreement, a "Relief" position is a reserve position that exists for the benefit of the organization. Relief employees work on an as-needed basis for a limited number of hours each month and may not be eligible for employee benefits. Transferring from "Relief" status to "Full-Time" status will not be considered a promotion under any circumstances.

ARTICLE 3 GENERAL PROVISIONS

3.01 Civil Emergencies

If it is determined that civil emergency conditions exist including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the BCC during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographical areas, in which case, suspension of the terms of this Agreement would apply only to those bargaining unit employees permanently or temporarily assigned to such areas. If an employee is required to work during a civil emergency, any leave granted to all County employees will be granted to employees covered by this Agreement.

3.02 Anti-Discrimination and Unlawful Harassment

A. The BCC agrees not to discriminate against any employee because of race, color, religion, age, handicap, national origin, sex, marital status, or Union membership or non-membership or for any reason prohibited under Florida Statutes or any Federal law. This provision is not subject to the Agreement's grievance or arbitration procedure.

B. Any claim of unlawful harassment by an employee will be governed by the procedures provided in the BCC's Unlawful Harassment Policy and such other methods of review as prescribed by law, or by rules and regulations having the force and effect of law.

3.03 Severability

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid, unlawful, or unenforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

3.04 Waiver Clause

A. Regardless of any procedure set forth in this Agreement, the contracting parties, as defined in Article 1, retain the right to mutually agree upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising from this Agreement or the performance or breach of any part thereof.

B. The contracting parties, as defined in Article 1, may agree to enter into letters of understanding and settlements which interpret provisions of this Agreement without such letters of understanding or settlements having to be ratified by the employees covered by this Agreement. Any contract modifications are subject to the ratification process by both parties.

3.05 Accommodation with BCC Policies

Upon request, the County shall agree to meet and consult with the Union regarding any change to BCC or departmental policies that impacts negotiable terms and conditions of employment. Any change to BCC or departmental policies that impacts negotiable terms and conditions of employment will be provided to the Union at least fifteen (15) days before the effective date of the change. The parties understand and agree that this provision relates to BCC and departmental policies impacting mandatory subjects of bargaining and does not limit the issuance of operational procedures, protocols, or directive.

3.06 Governing Law

This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any action arising out of the terms of this Agreement shall be in Escambia County.

**ARTICLE 4
UNION RIGHTS**

4.01 Use of Facilities

If any area of the BCC premises is restricted to the public, permission must be requested to enter such areas. Such access shall be during regular working hours and will be restricted to matters

related to the application of the Agreement. Nothing in this section shall be interpreted to authorize the performance of Union business during work time or permit the use of BCC facilities for Union business.

4.02 Union Bulletin Boards

The Union will be allowed to erect and maintain 3'x3' bulletin board at the Public Safety/EOC Building, the Jail Medical Facility, and the Century Facility at a location approved by the BCC. Bulletin boards shall not be erected at facilities where no bargaining unit members are located. These locations will be in as close proximity to time clocks as can reasonably be accommodated. Any items posted must be signed by a Union Official and pertain to Union business. A designated Union official will be granted reasonable access to BCC facilities during regular working hours to post items on the bulletin board(s). The County reserves the right to remove any material not signed by a Union official or that may be construed as offensive or inappropriate as determined by the County Administrator or Department Director. The County agrees to notify the Union if any material is removed from one of the approved bulletin boards.

4.03 Representation

The Union agrees to furnish the County with an up-to-date list of all its officers and committee members upon request, and to immediately notify the County of any and all changes thereof.

4.04 Dues Deduction

A. During the term of this Agreement, the BCC agrees to deduct Union membership dues in accordance with Section 447.303, Florida Statutes, in an amount established by the Union and certified in writing to the BCC from the pay of those in the bargaining unit who individually make such request on a written check-off authorization form provided by the Union (**Appendix A**). Such deductions will be made by the BCC on the first and second payday of each month and will begin with the pay for the first full pay period following receipt of the authorization by the BCC. It is understood by the BCC and the Union that matters of payroll deductions are controlled by the Escambia County Clerk of Court's Office. The Union will be treated in the same manner as any other organization authorized for payroll deduction.

B. Checks for dues collections will be made payable to NAGE and mailed to 159 Burgin Parkway, Quincy, MA 02169 along with a list of members whose dues were collected, as soon as possible, allowing for processing time by the Payroll Division, Clerk of Court.

C. The Union shall advise the BCC of any increase in dues, in writing, at least ninety (90) days prior to the effective date.

4.05 Insufficient Pay for Deductions

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.

4.06 Termination of Deduction

Deductions for Union dues and across the board assessments, if any, shall continue until either: 1) revoked by the employee by providing the BCC with thirty (30) days written notice that he/she is terminating the prior check-off authorization; 2) revoked pursuant to Section 447.507, Florida Statutes; 3) the termination of employment; or 4) the transfer, promotion, or demotion of the employee out of the bargaining unit. If these deductions are continued when any of the above occur, the Union shall upon notice of the error, reimburse the employee for the deductions that

were improperly withheld. To terminate the deduction of union dues, the employee must provide the BCC with thirty (30) days written notice by submitting to the Department of Human Resources an executed copy of the memorandum attached hereto as **Appendix B**.

4.07 Indemnification

The Union shall indemnify, defend, and hold the BCC, its officers, directors, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the BCC, its officers, directors, agents, and employees in complying with this article. The Union shall promptly refund to the BCC any funds received in accordance with this article that exceed the amount of dues which the BCC or its agencies have agreed to deduct.

4.08 Orientation

The Union will be permitted up to one (1) hour to address newly hired employees during the department specific portion of the new employee orientation.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 Definitions

"Union" shall mean the International Association of EMTs and Paramedics (IAEP).

"County" shall mean the Escambia County Board of County Commissioners (BCC).

"Days" shall mean calendar days, unless otherwise noted. However, if the last day of any time limit specified herein falls on a holiday or weekend, the time limit shall extend until the end of the next business day.

"Grievance" shall mean a dispute involving the interpretation or application of a provision of this agreement. Matters which are not subject to the grievance process include, but are not limited to, Performance Standards, Performance Evaluations, Letters of Counseling, job classification, a change of duty without a negative effect on the terms of employment, or a temporary change in working conditions during a state of emergency. A grievance must identify the specific article and section that is alleged to have been violated.

5.02 Election of Process

A. An employee shall indicate at Step 1 whether or not he/she shall be represented by the Union or other designated representative. Any decision mutually agreed to by the BCC and the employee's designated representative shall be binding on the employee when election of a representative has been made. If requested by the employee, the Union shall be given reasonable opportunity to be present and observe at any meeting called for the resolution of such grievance.

B. If the employee is not represented by the Union, the employee's designated representative will be the sole agent of the employee. An employee processing an appeal will be bound by the procedures established by the terms of this Article.

5.03 Procedure

A. Employee grievances may be presented and handled promptly at the lowest level of management having the authority to adjust the grievance.

B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

C. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the BCC to take the action complained of, subject, however, to adjustment (e.g., backpay) based on the final disposition of the grievance.

D. The resolution of a grievance prior to its submission in writing at Step 1 shall not establish a precedent binding on either the Union or the BCC in other cases.

E. Grievances shall be presented and adjusted in the following manner:

1. **Oral Discussion**

(a) Before filing a written grievance, the employee shall, within five (5) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his/her supervisor for informal discussion. If requested by the employee, the Union shall be given reasonable opportunity to be present and observe at any meeting called for the resolution of such grievance.

(b) If the grievance is not resolved by informal discussion, the employee may, within ten (10) days after the date of the occurrence giving rise to the grievance, submit a formal grievance at Step 1 of the procedure.

2. **Step 1**

(a) A formal grievance must be filed within ten (10) days of the occurrence giving rise to the grievance. When filing a grievance, the employee or his/her representative shall submit to the division manager a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested. The grievance form will also specify whether the employee will be represented during the grievance process.

(b) The division manager or his/her designee shall communicate a decision in writing to the employee and his/her representative, if any, within fifteen (15) days following receipt of the grievance form.

(c) If there is no response from the County within the fifteen (15) day time limit, the failure to respond will constitute a denial and the grievance may be appealed to Step 2 of the procedure within five (5) days of the expiration of the fifteen (15) day time limit.

3. **Step 2**

(a) If the grievance is not resolved in Step 1, the employee or his/her representative may submit the grievance in writing to the County Administrator or his/her designee within five (5) days after receipt of the

decision at Step 1. The County Administrator or his/her designee may have a meeting with the employee and/or his/her representative to discuss the grievance at the County Administrator or designee's sole discretion.

- (b) The County Administrator or his/her designee will provide a decision in writing to the employee or his/her designated representative, if any, within fifteen (15) days following receipt of the written grievance.
- (c) If there is no response from the County within the fifteen (15) day time limit, the failure to respond will constitute a denial of the grievance and the grievance may be appealed to Step 3 of the procedure by invoking the arbitration process within five (5) days of the expiration of the fifteen (15) day time limit.
- (d) If the grievance process is not resolved at Step 2, the employee must elect whether to pursue the appeal through the arbitration process as described below or utilize the Merit System Protection Board (MSPB) as the final step. The employee's election shall be binding, and no alternative avenue for appeal will be available.

4. Step 3—Arbitration

- (a) If the grievance is not resolved at Step 2, the employee or his/her designated representative may, within five (5) days after receipt of the decision at Step 2, invoke the arbitration process by providing written notice to the County Administrator and submitting a Request for Arbitration Panel on a form supplied by the Federal Mediation and Conciliation Service (FMCS). Employees covered under the provisions of this Agreement who are not represented by the Union shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement; provided, however, such employee proceeding without the assistance of the Union shall be required to post a bond in escrow with the BCC in an amount calculated to cover the cost of arbitration and in no event less than the amount of \$5,000. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for arbitration and prior to the selection of an arbitrator. Failure to timely post a bond will be considered a waiver of the arbitration process under Step 3, and the resolution of the grievance at the previous step will be final and deemed accepted by the grievant.
- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) Roster of Arbitrators for the selection of arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached, the parties shall alternately strike from the list until one remains. The party who submitted the Request for Arbitration Panel will permit the other party to strike first. The parties agree to select an arbitrator within ten (10) business days of receiving a list from FMCS, and the party who invoked arbitration will promptly submit the Instructions and Appointment Statement to FMCS within ten (10) business days of the parties' selection.

- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Hearings will be held in Pensacola, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities. The hearing will be held within three (3) months of the date of selecting the arbitrator unless the parties mutually agree to an extension. Once the hearing date is scheduled, a continuance may only be granted by the arbitrator for good cause. If a continuance is requested by the grievant, the BCC will not be liable for any damages accruing from the date of the initially scheduled hearing.
- (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the BCC, the Union, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the following provisions and limitations shall apply:
 - (1) The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - (2) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
 - (3) The arbitrator shall have no authority to determine any other issue and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
 - (4) The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
 - (5) The arbitrator shall be without power or authority to make any decisions that are:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; or
 - (b) Limiting or interfering in any way with the powers, duties, and responsibilities of the BCC under the constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the express provisions of the Agreement.
 - (6) The arbitrator has the authority in the award to make the grievant whole, which may include wages, benefits, seniority, and other

conditions of employment; however, the following limitations shall apply to monetary awards:

- (a) No award for back pay shall exceed the amount of any pay the member would otherwise have earned at his regular rate of pay, and no such back pay shall be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than the time limits permitted for initiation of the grievance.
 - (b) The award shall not exceed the actual loss to the grievant and will not include punitive damages and will be reduced by the amount of unemployment compensation received by the member during the period of time affected by the award.
- (7) If the arbitrator rules partly for the grievant and partly against the grievant, the arbitrator's fee shall be proportionately shared by the grievant and the BCC as determined by the arbitrator; otherwise, the losing party shall pay all of the arbitrator's fee. Unless otherwise agreed to by the parties, a grievance that is voluntarily withdrawn without resolution after arbitration has been invoked will be deemed to have been lost, and the BCC will not be responsible for the arbitrator's fee or other costs. If a grievance is voluntarily withdrawn after the parties reach a mutually agreeable settlement then the parties may agree to share the arbitrator's cancellation fee as part of the terms of the settlement. In all arbitrations, the parties will be responsible for the fees and costs of their own representatives.
- (8) All arbitration hearings will be recorded. If the arbitrator requires a transcript of the hearing, the losing party will pay the court reporter's fee to attend the hearing and the cost to produce the arbitrator's transcript. If the parties should otherwise agree to hire the services of a court reporter, the parties will equally share the court reporter's fee to attend the hearing and the cost to produce the arbitrator's transcript. The parties may obtain copies of the hearing transcript at their own cost.
- (9) Arbitration decisions shall be final and binding on the parties if rendered in compliance with this Agreement, subject to either party's right to seek to have the award set aside pursuant to the provisions of the Revised Florida Arbitration Code, Chapter 682, Florida Statutes.
- (10) Issues of Arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a preliminary hearing conducted by conference call. The Arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an Arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of this Agreement.

5.04 Time Limits

- A. Failure to initiate a grievance within the time limits specified in this Article shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step, and the decision shall be final and binding on the parties.
- B. Failure at any step of this procedure on the part of the BCC to communicate the decision on the grievance within the specified time limits shall permit the Union or employee to proceed to the next step as provided in paragraph 5.03, E. 2(c) and 3(c) above.
- C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement in writing and signed by both parties.

5.05 Exceptions:

An employee or the Union may invoke the grievance procedure set forth in this Article or the Merit System Protection Board (MSPB), or its successor, but not both.

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to file a grievance with respect to any matter which is the subject of a grievance, appeal, administrative action before another government board or agency, or court proceedings.

ARTICLE 6 SENIORITY

For the purpose of this Agreement, "seniority" shall, unless otherwise stated, be determined by the length of continuous service from the most recent date of hire in BCC employment.

ARTICLE 7 DISCIPLINE

- A. No bargaining unit employee shall be discharged or otherwise disciplined without just cause.
- B. Relief employees who are discharged or otherwise disciplined may appeal such action through step 2 of the grievance procedure provided in Article 5.
- C. Employees who are disciplined or discharged for acts occurring before completing the probationary period will not be entitled to invoke the grievance procedure provided in Article 5.

ARTICLE 8 LEAVES

8.01 All full-time bargaining unit members shall receive the leave benefits as outlined in the *Human Resources Policies and Procedures Manual (HRPP)* except where it conflicts with an express term of this contract.

8.02 Annual Leave

1. All full-time bargaining unit members are eligible to earn annual leave.

Annual leave shall not be credited in advance. Accrual of annual leave begins on the first date of regular employment and ends with the date of separation. Leave accrual for fractions of the month shall be figured to the nearest day. For the purpose of computing annual leave taken, only normal working days are to be construed as leave.

Annual leave is accumulated in accordance with the following schedule:

Beginning date through end of year 5	8 hours per month
Beginning 6 th year through end of 10 th year	12 hours per month
Beginning 11 th year through end of 15 th year	14 hours per month
Beginning 16 th year through end of 20 th year	16 hours per month
Beginning 21 st year through end of employment	18 hours per month

2. **Restrictions on Accumulation of Annual Leave:**

A bargaining unit member shall not accrue annual leave during a leave of absence without pay, suspension without pay, or when the bargaining member is otherwise on non-pay status. A total of four hundred (400) hours of annual leave is the maximum that can be carried over from one year to the next based on the bargaining unit employees date of hire. When extreme operational matters and/or emergencies occur and the bargaining unit member requested leave and the leave was approved, an extension may be granted to use the leave at a later time. The extension to use approved leave shall be granted by the EMS Chief (or his/her designee). Bargaining unit members who are granted an extension shall have ninety (90) days from the date of approval by the EMS Chief (or his/her designee) to take the leave or it will be forfeited.

3. **Annual Leave Records:**

Annual leave accumulation and usage records for all bargaining unit members shall be maintained by the Department and shall be based upon the leave information submitted by the bargaining unit employees and authorized by the appropriate EMS Supervisor on each payroll. No annual leave shall be granted except on the basis of such leave records.

4. **Approval of Annual Leave Requests:**

Requests for annual leave by eligible bargaining unit members shall be made seven (7) days in advance. Leave must be scheduled and approved by the appropriate EMS Supervisor in advance of time to be taken.

5. **Computation of Annual Leave Charges:**

The full-time bargaining unit members shall charge absences from work to annual leave according to the actual number of leave hours used.

6. **Payment for Unused Annual Leave Upon Separation of Service or Death:**

Upon separation from the County, eligible collective bargaining unit members shall receive a lump sum payment for all accrued and unused annual leave up to a maximum of four hundred (400) hours. Such payment shall be made at the bargaining unit member's regular rate of pay at the time of separation.

7. Disciplinary Actions:

Bargaining unit members who are disciplined in accordance with this Agreement shall not be permitted to use annual leave in lieu of disciplinary action.

8. For the purposes of annual leave, the rollover date will be the anniversary of the employee's most recent date of hire with the County.

8.03 Sick Leave

1. Sick leave shall accrue at a rate of eight (8) hours a month for full-time bargaining unit members.

2. When a full-time bargaining unit member is separated from employment due to retirement (as defined by the FRS Employer Handbook), the collective bargaining unit member shall be entitled to receive a lump sum payment for up to fifty percent (50%) of accumulated sick leave accruing prior to the effective date of retirement up to a maximum of 1,040 hours.

3. Layoffs

When a full-time bargaining unit member's service is separated due to a layoff, he/she shall be entitled to a lump sum payment for up to fifty percent (50%) of the accumulated sick leave accruing prior to his/her date of separation up to a maximum of 1,040 hours after a fifteen-calendar day period has elapsed pending reinstatement.

4. Bargaining unit members that use seven (7) incidents of unscheduled sick leave within the time period of the start of an annual evaluation process until the end of that same annual evaluation time period shall receive a "does not meet standards" on the attendance portion of the collective bargaining unit member's annual evaluation and may be subject to disciplinary action. Unscheduled sick leave is any sick leave requested less than 24 hours prior to the start of the collective bargaining unit member's normally scheduled shift in which they are requesting the sick leave. FMLA or bereavement leave shall not be defined as unscheduled sick leave. Sick leave shall be utilized in quarter-hour increments.

8.04 Compensatory Leave

The maximum accumulation for compensatory leave for collective bargaining unit members shall be 240 hours. All compensatory leave not used or paid by the last paycheck before August 31st of each year will be paid or used by September 30th of the year in which the leave was accumulated.

**ARTICLE 9
PERSONNEL RECORDS**

9.01 Personnel File

A. There shall be only one official personnel file for each employee. The record shall be maintained in the Escambia County Human Resources Office.

B. A collective bargaining unit member will have the right to review and/or receive a copy of his/her own official personnel file at reasonable times when requested by the collective bargaining unit member.

ARTICLE 10 HOURS OF WORK AND OVERTIME

10.01 Overtime in General

Except where expressly stated in this Article, overtime compensation in the form of overtime pay or compensatory leave in lieu of overtime pay will only be paid after the employee has actually worked a minimum of forty (40) hours in the work week. Calculation and payment of overtime shall be in accordance with the federal Fair Labor Standards Act.

10.02 Authorized Overtime

The Department Director or Division Manager shall authorize overtime when it is determined to be necessary to meet essential operating needs. In order to receive compensation for overtime work performed, authorization from the Department Director or Division Manager is required. All employees are required to work overtime as directed.

10.03 On-Call/Stand-by

The County agrees to abide by the Fair Labor Standards Act.

ARTICLE 11 MANAGEMENT RIGHTS

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, to take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Communications by the Union with any department or division of the BCC shall be coordinated in advance through Human Resources.

ARTICLE 12 WAGE RATES

12.01 Wage Rates.

Effective upon the first full pay cycle following the effective date of this Agreement, the hourly base wage rate for employees hired on or after the effective date in each bargaining unit classification covered by the Agreement shall be as follows:

EMT Full-Time	\$13.75
EMT Relief	\$13.75
Paramedic Full-Time	\$17.96
Paramedic Relief	\$17.96

Effective upon the first full pay cycle following the effective date of this Agreement, the current hourly wage rate for each existing bargaining unit member covered by the Agreement shall be increased as follows:

EMT Full-Time	\$1.26
EMT Relief	\$1.26
Paramedic Full-Time	\$1.96
Paramedic Relief	\$1.96

12.02 Jail Assignment Supplemental Pay.

Employees assigned to the medical section of the Escambia County Jail ("Jail Assignment") shall be paid the following Jail Assignment supplemental pay per hour:

Paramedic Full-Time	\$1.83
Paramedic Relief	\$1.83

Jail Assignments may be assigned or discontinued at the sole discretion of the BCC.

**ARTICLE 13
REDUCTION IN FORCE**

When it becomes necessary to reduce the work force, employees will be laid off according to seniority within the job classification. When called back, inverse order shall be used to fill the vacancies in all positions, and collective bargaining unit members shall be provided positions before any new employees are hired if the call back occurs within six (6) months from the date of the reduction in force. Notice of recall will be by certified mail and the employee will have fourteen (14) calendar days to respond from the date of receipt. The employee is responsible for keeping the County informed of his/her current address.

**ARTICLE 14
RETIREMENT BENEFITS**

The County will offer all eligible bargaining unit members the Florida Retirement System as defined in Chapter 121, Florida Statutes, and the Escambia County Retirement Incentive Program as provided to all other eligible County employees.

**ARTICLE 15
MISCELLANEOUS BENEFITS**

15.01 Employee Assistance Program

The County shall provide an Employee Assistance Program (EAP) as offered to all other County employees.

15.02 Uniforms

Employees shall be provided uniforms in accordance with the current Division Policy on uniforms.

15.03 Holidays

A. Full-time employees shall be entitled to the same holidays provided to all other County employees as determined annually by the Board of County Commissioners and shall receive holiday pay in accordance with the County Policy on holidays.

B. Relief employees who work on a scheduled holiday will be paid one and one-half their regular hourly rate for hours worked on the holiday.

15.04 Maternity Accommodation

Full-time collective bargaining unit members may request a light duty assignment if pregnant and such an assignment is recommended by her physician.

15.05 Mandatory Training Classes/Courses

All mandatory classes/courses as required by the State of Florida to maintain active certification shall be provided by the County at no cost to the employee. In the event the County does not provide such classes/courses, the County shall pay for such classes/courses where available elsewhere. With the exception of training for ACLS and CPR/BLS certification training, attendance at training classes/courses provided by the County will be considered time worked.

**ARTICLE 16
INSURANCE**

The BCC shall provide group Health, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD), Life Insurance, and other types of insurance, such as dental or vision coverage, to eligible full-time bargaining unit members at the same levels of coverage and cost of benefits as provided to other regular full-time BCC employees.

**ARTICLE 17
PAYDAYS****17.01 Dates of Pay**

All County employees shall be paid every two (2) weeks as directed by the Office of Finance, Clerk of the Court.

17.02 Direct Deposit

Employees wishing to have their paychecks sent directly to their bank or credit union must notify the Office of Finance, Clerk of the Court.

**ARTICLE 18
PROBATIONARY PERIOD****18.01 Definition**

The probationary period as herein established is to provide a trial period during which the County has the opportunity to judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he/she is employed. Full-time employees will have a probationary period of six (6) months after the completion of orientation. Each day of absence will be added to the employee's probationary period.

Relief employees will have a probationary period of 1,092 hours after the completion of orientation. Relief employees who transfer to full-time status will be required to complete the relief probationary period of 1,092 hours after transitioning to full-time status.

18.02 Employee Rights

During the probationary period, employees will be entitled to the same rights, benefits, privileges afforded to other employees but will not be entitled to invoke the grievance procedure provided in Article 5 if disciplined or discharged for acts occurring before completing the probationary period.

**ARTICLE 19
DURATION OF AGREEMENT**

This Agreement shall be effective upon the date last executed by both parties and continue for a term of three (3) years, with all terms and provisions in force from the date the Agreement is ratified by both parties.

Upon the Union's request, Article 12 of this Agreement may be reopened once in 2022 for interim negotiations on wage rates. The Union shall serve notice of the intent to reopen Article 12 between January 1, 2022 and March 1, 2022.

Any unresolved article properly opened as a subject of negotiation may be resolved in accordance with the impasse procedures set forth in Section 447, Florida Statutes.

**ARTICLE 20
TOTALITY OF AGREEMENT**

20.01 Limitation

(a) The County and Union acknowledge that during the negotiations that resulted in this Agreement, the parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The County and Union further acknowledge that all the understandings and agreements arrived at by the parties after exercise of such right and opportunity are set forth in this Agreement, and that this Agreement will constitute the entire and sole Agreement between the parties for its duration.

20.02 Entire Agreement

During the term of this Agreement, the County and the Union voluntarily and unqualifiedly waive the right and agree that the other will not be obligated to bargain collectively with respect to any subject matter, whether or not referred to or covered by this Agreement, unless otherwise provided for herein, even though such subject matter may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

20.03 Modifications

Nothing herein will, however, preclude the County and the Union from mutually agreeing to alter, amend, supplement, delete, enlarge or modify in writing any provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

This is to certify that the members of the above collective bargaining unit ratified this Agreement on the 28 day of April, 2020.

UNION:

**International Association of EMTs and
Paramedics/National Association of
Government Employees/Service Employees
International Union Local 5000**

Witness: _____

Humberto Chacon, President

Date: May 4, 2020

Witness: _____

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this Agreement on the 7th day of May, 2020.

COUNTY:

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Steven Barry, Chairman

Date: 5/7/2020

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-01-2020



WITNESS: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

APPENDIX A DUES CHECK-OFF AUTHORIZATION

**REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT
OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES**

NAME OF EMPLOYEE (Last First Middle) _____ **(PLEASE PRINT)** **SOCIAL SECURITY #** _____
 (X) _____ (X) _____

HOME ADDRESS Street and Number _____ **(City and State)** _____ **ZIP CODE** _____
 (X) _____

COMPANY _____
 (X) _____ **UNIT** _____

WORK LOCATION _____

JOB _____ **TITLE** _____

I HEREBY AUTHORIZE THE DEDUCTION FROM MY PAY EACH PAY PERIOD OR THE FIRST FULL PAY PERIOD OF EACH MONTH AN AMOUNT OF MONEY EQUAL TO THE REGULAR DUES IN ACCORDANCE WITH ARRANGEMENTS WITH MY EMPLOYER.

SIGNATURE OF EMPLOYEE _____ **DATE** _____
 (X) _____ (X) _____

Distribution of Copies:
ORIGINAL – Payroll
Copy – Human Resources

**APPENDIX B
TERMINATION OF UNION DUES**

M E M O R A N D U M

TO: Human Resources

FROM: _____
Employee Name (Print Clearly)
Department/Division

DATE: _____

RE: Termination of Union Dues

In accordance with the Collective Bargaining Agreement between Escambia County Board of County Commissioner and the Union, this written notice is provided to revoke my prior check-off authorization for deduction of Union dues. I understand the termination of Union dues will become effective not later than thirty (30) days from receipt of this notice.

Your assistance is greatly appreciated.

Sincerely,

(Employee Signature)

SSN: ____-____-____

Cc: Union
Payroll