

AGREEMENT BETWEEN
MANATEE COUNTY
a political subdivision of the State of Florida

and

THE INTERNATIONAL ASSOCIATION OF EMT'S
AND PARAMEDICS, A DIVISION OF THE
NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES, LOCAL R5-747

2025

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ARTICLE ONE RECOGNITION

In accordance with Chapter 447, Part II of the Florida Statutes, this Agreement is entered into by and between Manatee County, a political subdivision of the State of Florida (hereinafter "County" or "Emergency Medical Services" or "EMS") and the International Association of EMTs and Paramedics, a division of the National Association of Government Employees (hereinafter "IAEP Local R5-747" or "Union").

The County hereby recognizes the Union as the exclusive bargaining agent for all employees of the County as certified by the Florida Public Employees Relations Commission in Case No. RC- 2012-016, EL-2012-034, Cert. No. 1810, January 4, 2013; Telecommunicators as certified by the Florida Public Employees Relations Commission in case numbers EL-2022-002, RC-2021-040.

The bargaining unit includes the following positions:

- a) Emergency Medical Technician
- b) Paramedic
- c) Charge Paramedic
- d) Specialty Charge Paramedic
- e) Charge Paramedic/Firefighter
- f) Public Safety Telecommunicators
- g) Public Safety Senior Telecommunicators

EXCLUDED:

All others

ARTICLE TWO MANAGEMENT RIGHTS

Section 1.

The management of Manatee County's Emergency Medical Services Division ("EMS") has the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation; to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job or shift to shift, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to develop, maintain, enforce, revise or rescind policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this Agreement; to establish the standards of conduct and work of employees; to establish or change operational standards; to determine the services to be provided by EMS and professional standards under which such services are provided; to discipline or discharge employees for just cause; to lay off employees from duty for lack of work or for other financial or operational reasons; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the County may determine to be necessary for the orderly and efficient operation of EMS, shall be vested exclusively in the County, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

The County's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the County from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

Section 2.

There shall be complete regard for the right, responsibilities and prerogative of County management under this Agreement. This Agreement shall be so construed that there shall be no diminution or interference with such rights, responsibilities and prerogatives, except as expressly modified or limited by this Agreement.

Section 3.

If, in the sole discretion of the County, as provided for by Article II of Chapter 2-13 of the Manatee County Code, it is determined that a civil emergency condition exists, including but not limited to, riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the County Administrator during the time of the declared emergency, provided that wage rates, monetary fringe benefits and just cause provisions shall not be suspended.

Section 4.

It is understood by the Parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other job-related duties not specifically contained in their job description.

Section 5.

In the spirit of continued harmonious relations between the Bargaining Unit Members and management, the County agrees to provide notice to the Union's Principal Officers, in writing, of any change in EMS/ECC or County policies or rules which affect Bargaining Unit Members. Absent exigent circumstances, written notice will be provided five (5) calendar days before the intended effective date of the change.

Section 6.

Nothing contained in this Management Rights Article or in Article Nineteen (Rules & Procedures) shall be interpreted as a waiver of the Union's right to request impact bargaining pursuant to Chapter 447, Part II, Florida Statutes. The request to bargain under this Section must be made within ten (10) calendar days of the effective date of the change to policies or rules

ARTICLE THREE UNION REPRESENTATIVES

Section 1. Local Representatives.

The County's representative will be notified in writing of the identity of the primary representative and, in the absence of the primary representative, the identities of any additional representatives authorized to speak for or receive notice for the Union. The designation of representatives shall include, at a minimum, the full names, mailing addresses, e-mail addresses, and business hour phone numbers of each representative. The Union may also elect to provide additional contact information, including mobile phone numbers, to facilitate emergency communications during non-business hours. The County shall honor the designations until the Union submits substitute names.

Section 2. Scope of Duties.

While the Parties to this Agreement understand that the County has no role in determining what level of authority or duties the Union representatives are to possess as that is a matter of internal Union business, the Parties also agree that it will be helpful for the County to understand what authority and duties Union representatives will have. To that end, the Union has designated the following as duties or authority held by its designated representatives:

- a) Processing grievances in accordance with the provisions of this Agreement.
- b) Dissemination of information to Bargaining Unit Members.
- c) Assisting Bargaining Unit Members with representation during investigatory (Weingarten) interviews.
- d) Scheduling bargaining sessions or other similar meetings with the County.
- e) Transmitting all formal communications from the Union to the County.

Section 3. Union Business Leave Bank.

- a) Annually, Union Executive Board Members [President, Vice President, Secretary, Treasurer, and Chief Shop Steward] shall collectively be granted up to 100 hours of Official Business Time (Union Business Bank) to be used by Bargaining Unit representatives (maximum of 2 per event) as requested for time off to participate in official union business (excluding contract negotiations) which are approved in writing by the EMS/ECC Chief.
- b) Union Business Leave Bank will be created by contributions of leave time from union members. Each union member shall annually contribute 0.5 hours of vacation leave during the first full pay period following October 1 for Bargaining Unit representatives to attend Bargaining Unit events (maximum of 2 employees per event.)
- c) Unused Union Business Leave Bank time provided for in Section 3A and B above will be rolled over to the next calendar year (not to exceed a max of 200 hours in the leave bank).
- d) For the purpose of accountability, the Union's President will request the usage of hours for the Union Business Leave Bank prior to submitting them to the EMS/ECC Chief for approval seven (7) days in advance.
- e) The Union President shall confirm the number of hours remaining in the Union Business Leave Bank prior to requesting additional usage of Union Business Leave Bank hours from the EMS/ECC Chief. Union Business Leave Bank usage must be requested at least seven (7) days prior to the date of the event.

- f) Scheduling of the Union Business Leave hours provided for in Sections 3a and 3b above will be done in a manner to minimize the use of overtime and are not counted as hours worked for the purpose of calculating overtime.

ARTICLE FOUR DUES DEDUCTION

Section 1.

A member of the Bargaining Unit may present written authorization on the prescribed form to the County to deduct from his/her salary IAEP dues. Such authorization shall be executed on the form adopted by the County. Each authorization shall be effective until the earliest of the following dates:

- a) The termination of IAEP's status as the certified collective bargaining representative;
- b) The determination by the Florida Public Employees Relation Commission ("PERC") that the IAEP has participated in, supported or instigated in any manner a strike against the County; or
- c) Thirty (30) calendar days after written notice of revocation of said authorization by the employee to both the County and the IAEP.
- d) Upon notification of withdrawal of termination as set forth in Section 4 below.
- e) Otherwise required by law

Section 2.

Dues shall be collected 26 weeks per year to coincide with the County's annual 26 pay periods. For any pay period in which a Union member is scheduled to have a deduction for dues, but in which the member is in a "no pay" status, the Parties agree that the County shall not be responsible for collecting dues for that pay period, but that instead the member will be personally responsible to make arrangements for payment of any unpaid dues directly with the Union.

Section 3.

The County agrees to electronically transmit to an account identified by the Union all dues collected pursuant to this Article on a monthly basis. The Union shall have the right, upon reasonable notice to the Payroll Division, to inspect records of the Payroll Division to ascertain deduction history.

Section 4.

When a Union member desires to terminate dues deductions, he or she shall submit a Request to Terminate Dues Deduction to the Human Resource Department with a copy to a Union officer or other designated representative. Upon receipt of such request, the Payroll Division will make the requested change effective the beginning of the next regular pay period following its receipt of the form.

Section 5.

The Union agrees to indemnify and hold the County harmless against any cost or liability resulting from any and all claims, demands, suits or any other action against the County as a result of action by the County resulting from the County's compliance with the requirements of this Article. This indemnification includes the cost of defending against any such claims, demands, suits or actions.

Section 6.

Service Charges: The County shall deduct from the payment made to the Union the following expenses of bookkeeping, retention, and transmittal of funds. Twelve hundred dollars (\$1,200.00) per fiscal year. The above service charge shall be effective and deducted within the first month after final ratification and shall be collected thereafter during the month of October for the duration of the Collective Bargaining Agreement.

ARTICLE FIVE ACCESS TO BARGAINING UNIT MEMBERS

Section 1.

Provided all station and work duties have been fulfilled, and it does not interfere with other EMS duties or operations, designated Union representatives may work on Union business during work hours. However, in so doing, they may not use County vehicles, electronic equipment or office supplies except as otherwise expressly provided herein. With the only two exceptions being the Union's designated representative communicating with the County's representative concerning official Union business (for instance to coordinate a negotiating meeting) and to receive e-mailed attachments/content for posting on the Union's internal Intranet page dedicated for Union use provided for below, the County's e-mail system shall not be used by Union representatives, bargaining unit members, National Union officials, or any other third party to communicate concerning Union business.

Section 2.

Notwithstanding the foregoing, Union representatives may use County telephones to speak to Bargaining Unit Members during duty hours. To ensure phone access is maintained for official County business, phone calls related to Union business should be kept brief and if extended or sensitive conversations are required, personal phones should be used.

Section 3.

Further, the County agrees to establish an electronic "bulletin board" to allow for Union communication to Bargaining Unit Members. This bulletin board will be accessible on the County's Intranet from the EMS Division home page. The Union may designate up to three representatives to administer the Intranet page dedicated for Union use. These representatives may use their County e-mail accounts to receive electronic versions (such as PDF files) of official Union communications (such as flyers and news releases) from third party sources (for instance e-mail from the National Union office) and may use County computer equipment to post such official Union communications to this dedicated bulletin board. EMS employees may access and view such postings during work hours where time and duties permit. The Union agrees that its designated representatives shall ensure materials posted on the bulletin board are professionally worded and not disparaging to the County or its elected officials, management team, taxpayers or customers. The County's Information Technology staff will provide needed access codes and an orientation to each designated representative concerning the process for adding and removing material from the Intranet page dedicated for Union use. The Union understands that while the access the County will grant to the designated representatives may allow representatives to access and alter other Intranet pages for other County departments, the only content the Union is permitted to post, alter or remove is that content on the Intranet page dedicated for Union use.

Section 4.

Designated Union representatives who are employed Bargaining Unit Members may, during non-duty hours, visit on-duty Bargaining Unit Members to conduct Union business subject to the visitor rules of the particular station being visited. Such visits shall not interfere with the EMS duties of the on-duty bargaining unit member.

Section 5.

Subject to the facility rules and terms of any applicable station lease agreement the County may have with a Fire District, hospital or other entity, National Union representatives shall be granted access to enter an EMS station at reasonable times when such visits are necessitated by matters

concerning the administration of this Agreement, including investigation of grievances. The National Union representative shall give at least eight (8) hours advanced notice of an intended visit to the EMS Chief or in his or her absence an Assistant EMS Chief (or equivalent position or higher). National Union representatives shall not interfere with the work of EMS/ECC employees nor invade the confidentiality and privacy of the EMS patients during a visit. The National Union representative and the employee(s) being visited will make every reasonable effort to keep Union conversations discreet and professional, and where possible to conduct conversations in a private setting at the station.

Section 6.

Nothing herein shall be deemed to authorize meetings of Union members on County owned or controlled property other than by means otherwise available to other organizations, and the Union agrees to schedule any such meetings at non-County venues or in accordance with County procedures for scheduling meeting space in County facilities with public meeting locations.

ARTICLE SIX PROBATION

Section 1.

All newly hired Bargaining Unit Members shall be considered probationary employees until they have actually worked a minimum of 12 (twelve) calendar months from time of hire.

Section 2.

If a Bargaining Unit Member successfully completes his/her probationary period described in Section 1, and, thereafter leaves the County's employment and is re-hired by the County within one year of leaving, the Bargaining Unit Member shall be considered to be on probationary status until he/she has actually worked a minimum six (6) months.

Section 3.

Probationary employees will be provided working conditions and performance expectations which are consistent with those of non-probationary employees of the same qualifications and job title except as provided by County or Departmental policies or procedures.

Section 4.

OPS/on-call employees do not begin their probationary period until being hired as regular County employees.

Section 5.

Probationary employees may be discharged without cause during their probation period. Non-disciplinary separation is not subject to the appeal process unless otherwise required by law. In the event a probationary employee is discharged for failing his/her probationary period, the County will notify the Union within ten (10) business days of such action.

ARTICLE SEVEN SENIORITY

Section 1. Seniority is divided into the following categories:

- a) County Seniority: Date of hire with Manatee County Government
- b) Division Seniority: Date of hire within the EMS Division or ECC Division
- c) Rank Seniority: Latest date of continuous service in assigned rank Charge Paramedic (including Specialty Charge, Charge Paramedic Firefighter) EMT Paramedic, Telecommunicator, Senior Telecommunicator.

Seniority for multiple ECC employees hired on the same day shall be determined by the higher score received on the IAED Emergency Telecommunicator Test (ETC).

Seniority for multiple EMS employees hired on the same day shall be determined by their written EMT/Paramedic Test score during the interview/assessment.

Each EMS employee shall carry over one-half (1/2) his/her rank seniority each time rank is changed (i.e., upgrade to Charge Paramedic or voluntary/demotion down from Charge Paramedic).

Firefighter Charge Paramedics leaving that assignment but still maintaining a Charge Paramedic assignment shall not lose any seniority.

Section 2. Application of seniority shall apply to the following:

- a) County Seniority - Vacation accrual
- b) Division Seniority - Vacation scheduling EMS Employees and layoff/recall
- c) Rank Seniority – EMS Shift/Station bidding
- d) Rank Seniority ECC Shift Bidding

Section 3. Loss of seniority shall apply to the following:

- a) Resignation or termination of employee.
- b) Layoff greater than twelve (12) months.
- c) Failure to return from layoff recall in the allotted time frame.
- d) Failure to return from a leave of absence.

Section 4.

Seniority shall be suspended if a Bargaining Unit Member accepts another position within the County, but outside the Bargaining Unit, for more than one hundred twenty (120) days. If and when such an individual returns to the Bargaining Unit, he/she shall be reinstated with the same seniority he/she had when he/she left the Bargaining Unit. A temporary assignment outside the Bargaining Unit for one hundred twenty (120) days or less shall have no effect on a Bargaining Unit Member's seniority.

Section 5.

Seniority lists will be maintained by the Union President or his or her designee for bidding related to this agreement. Upon notification of an upcoming bidding event, the County shall give 14 days' notice of the bidding start date, and the Union shall provide an updated list within 7 days of receipt of the notice.

ARTICLE EIGHT SCHEDULED AND UNSCHEDULED HOURS OF WORK

Section 1. General.

Bargaining Unit Members are paid pursuant to the County's payroll schedule. FLSA non-exempt employees are paid an hourly rate for all hours worked which will be counted towards overtime. All hours worked in excess of forty (40) per week are paid at the overtime rate established by the FLSA. Under normal circumstances, EMS Bargaining Unit Members will not be required to work more than fifty (50) consecutive hours without at least eight (8) hours off duty.

ECC Bargaining Unit Members will not work more than eighteen (18) consecutive hours without at least eight (8) hours off duty. Vacation and Holiday (including Personal Holiday) hours will be counted as hours worked towards the calculation of overtime.

Section 2. Operating hours.

While the Parties to this Agreement understand that the County has no obligation to maintain the current schedule format, as a general rule, EMS Bargaining Unit Members are currently assigned to work either a twenty-four (24) hour shift followed by forty-eight (48) hours off duty in a repeating rotation, or a twelve (12) hour shift in a repeating rotation for a total of eighty-four (84) hours per pay period. While the Parties to this Agreement understand that the County has no obligation to maintain the current schedule format, ECC Bargaining Unit Members work a twelve (12) hour shift in a repeating rotation for a total of eighty-four (84) hours per pay period.

Section 3. Unscheduled hours.

- a) The Parties to this Agreement understand that the County has an obligation to provide EMS/ECC services 24/7/365. This will at times require staffing beyond the regular schedule including:
 - a. Voluntary unscheduled work
 - b. Late call
 - c. Delayed Shift Change
 - d. Draft (mandatory hours which may occur at any time during a 12 or 24 hour continuum).
- b) The Parties to this Agreement will make good faith efforts to minimize the impact of unscheduled hours due to late call, delayed shift change, and mandatory draft. Voluntary unscheduled working hours will be made available to Bargaining Unit Members in a fair and equitable manner as described in Section 4 of this Article.

Section 4. Voluntary Unscheduled Work.

- a) Bargaining Unit Members will be offered equal opportunity to volunteer for additional "unscheduled" work by position when shift vacancies cannot be staffed by shift float personnel. Other coverage needs may occur with or without warning, depending upon special circumstances such as special events and disasters impacting Manatee County or local mutual aid agencies.
- b) EMS Bargaining Unit Members may volunteer for unscheduled work utilizing the electronic scheduling system up to sixty (60) days prior to the shift date. ECC Bargaining Union Members may volunteer for unscheduled work utilizing the electronic scheduling system up to sixty (60) days prior to the shift date.

- c) Shift vacancies will be offered first to EMS/ECC Bargaining Unit Members within the same unit schedule (i.e., a shift vacancy in the 24-hour unit will be offered first to 24-hour unit Bargaining Unit Members, and a shift vacancy in the 12-hour unit will be offered first to 12-hour unit Bargaining Unit Members) for up to two (2) weeks, before the shift vacancy may be offered to all Bargaining Unit Members. While Bargaining Unit Members may volunteer for unscheduled work for positions of equal or lesser rank and qualifications, unscheduled shifts will be filled with Bargaining Unit Members who volunteer that are of equal rank and qualification to the open position to the extent possible before filling a shift with a Bargaining Unit Member of a higher rank or qualification.
- d) When an EMS Bargaining Unit Member volunteers for unscheduled work, he/she is automatically placed on the roster and is obligated to work those shift hours. EMS Bargaining Unit Members selecting to work in a float position may cancel their commitment by providing notice to the EMS Shift Commander at least seventy-two (72) hours prior to the start of the shift. EMS Bargaining Unit Members selecting a station assignment may only cancel their shift by providing an equal-rank staff member so long as the staff member is available to work at the start of the shift. All adjustments to voluntary work must be communicated to the EMS Shift Commander or ECC shift Supervisor. ECC bargaining Unit Members that volunteer for unscheduled work are automatically placed on the schedule and are obligated to work those shift hours. ECC Bargaining Unit Members may cancel their commitment by providing notice to the Shift Captain responsible for the unscheduled overtime shift at least seventy-two (72) hours prior to the start of the shift. ECC Bargaining Unit Members may not be canceled within seventy- (72) hours without providing a qualified replacement for the work period, with concurrent approval from the ECC Shift Supervisor.
- e) EMS Bargaining Unit Members in an assigned float position may be placed by Shift Command up to forty-five (45) days from the current date.
- f) EMS Bargaining Unit Members electing to pick up overtime may do so within sixty (60) days from the current date.
- g) If an EMS/ECC Bargaining Unit Member volunteers for unscheduled work and becomes ill or injured within seventy-two (72) hours prior to the start of the shift, he/she must follow the normal procedure for Article 11 Leave of Absence. If an EMS/ECC Bargaining Unit Member volunteers for unscheduled work and becomes ill or injured after reporting for duty, he/she must notify the EMS Shift Commander or ECC Shift Supervisor immediately.
- h) If a request to cancel voluntary unscheduled work is not approved, and the EMS/ECC Bargaining Unit Member fails to work those shift hours, the EMS/ECC Bargaining Unit Member's privilege to volunteer for unscheduled work will be revoked for a period of ninety (90) days.
- i) EMS Shift Commander or ECC Shift Supervisor may cancel an EMS Bargaining Unit Member's voluntary unscheduled work as needed when finalizing the daily roster. Bargaining Unit Members will be notified as soon as possible when a decision has been made to change the schedule.

Section 5. Mandatory Standby

- a) Mandatory Standby refers to a shift assignment that includes a pre-scheduled standby date and that places the employee in the standby position on the schedule.

- b) On a quarterly basis, EMS Bargaining Unit Members in the classifications of EMT, Paramedic, Charge Paramedics, and all Specialty Charge Paramedics (Standby Employees) shall bid based on rank seniority for standby shifts.
- c) Standby Employees shall only be permitted to bid for standby days on their assigned shift schedule (8, 10, 12, 24-hour shift respectively), and not on their assigned shift.
- d) EMS Standby Employees shall be required to select four (4) twenty-four (24) hour periods to be standby shifts each quarter. This number may change based on Article Eight, Section 7.
- e) Any Bargaining Unit Member in the classifications of EMT, Paramedic, or Specialty Charge Paramedic choosing an assignment of “standby” shall have two (2) hours to report to duty from the time of notification.
- f) Standby Employees shall be required to keep an updated number on file with the EMS Division. All changes to contact numbers shall be sent in writing to the Shift Commander or ECC Shift Supervisor, within 24 hours of the change
- g) Standby Employees shall be permitted to “swap” or “give away” standby days. “Swapping” of standby days shall utilize the same procedures as listed in Article 16 “exchange of duty time”. All standby swaps must fall within the same quarter. Standby Employees may also list their standby day as a “give away” on the electronic scheduling system. If the standby day is picked up by another employee (providing a replacement of the same rank) then the employee giving the standby day away is relieved of that obligation. The employee picking up the standby is not relieved of any other scheduled standby day.
- h) On a standby day, if called in to work, Standby Employees can provide a replacement of equal rank as long as they can meet the reporting requirements provided in Section 5. And shall have the option to remain on standby or be released from standby. If released no further compensation for standby will occur.
- i) EMS Employees shall be compensated three (3) hours of straight-time pay for each twenty-four (24) hour block they are on standby. An employee that is utilized for standby shall be paid for the standby hours and compensated upon arriving at assigned work location.
- j) EMS/ECC Bargaining Unit Employees who are not otherwise informed that they have been scheduled to work and who are placed on standby status may remain at home, and or where EMS/ECC Bargaining Unit Employees can be reached.
- k) EMS/ECC Bargaining Unit Employees shall receive straight-time pay (compensatory time not allowed) for hours designated as standby assignment, with maximum accruable hours of three (3) in a 24-hour period. Standby hours must be outside the scheduled (regular or modified schedule) workday, and may not be assigned to or worked by employees who do not work their regularly scheduled shift immediately prior to standby assignment, or who are unable to respond, due to illness. Employees on standby shall be paid three (3) hours of standby pay at straight time hourly rate for each standby if required to work after the daily schedule is set.

- l) Bargaining Unit Employees who receive advanced notice of requirement to report for duty, even where such work is to be performed outside of a regular schedule, are not eligible for standby pay. Mandatory Standby hours are assigned in accordance with Section 5 guidelines.

Section 6. EMS Bargaining Unit Members Mandatory Hold Over/ Standby Selection Procedure

- a) During the months of January, April, July and October, EMT, Paramedic, Charge Paramedic and all Specialty Charge Paramedics shall select 4 twenty-four (24) hour periods in the following quartets of the year to be placed on standby.
- b) Annual quarters are defined as:
- c) January 1st through March 31st
- d) April 1st through June 30th
- e) July 1st through September 30th
- f) October 1st through December 31st
- g) Using Rank Seniority, Standby Employees shall pick four (4) separate twenty-four (244) hour periods during the quarter utilizing the electronic scheduler bidding system
- h) The rank of each day shall be determined by the total number of hours worked in the pay period the standby day falls on.
- i) Any additional unfilled standby spots shall be assigned to newly hired Standby Eligible Employees upon successful completion of their orientation.

Section 7. Consideration of staffing levels:

- a) Prior to each quarterly bidding, the Union and County shall meet to determine the number of standby periods to be selected by the Standby Employees. This shall be a number between zero (0) and four (4).
- b) Two standby positions will be maintained on the schedule daily of the quarterly bidding falls below two (2) and will still be available for Standby Employees to fill.

Section 8. Exhaustion of Standby List

- a) In the event that all standby employees have been exhausted, the Mandatory Draft list within the electronic scheduler shall be used. This list shall be ranked for rank and sorted by rank seniority from lowest to highest, and last day of Mandatory Draft. This list will be available to all standby employees through the electronic scheduling software. In the event a Bargaining Unit Member is drafted, they may find their own coverage that is credentialed to work in that drafted position and assignment.

Section 9. ECC Bargaining Unit Members/ Mandatory Hold Over/ Standby

- a) In the event of delayed shift change, the least senior ECC Bargaining Unit Member based on a rotating list maintained by the union provided to and approved by the County, or a volunteer of equal position (Telecommunicator. Senior Telecommunicator) on the shift shall be held over until coverage becomes available for up to a maximum of three (3 hours).

- b) After 2 hours of Mandatory Hold Over- the ECC Shift Supervisor shall utilize the ECC Bargaining Unit Member Standby Calendar and mandate the ECC Bargaining Unit Member in the Standby position needed (Telecommunicator/ Senior Telecommunicator).
- c) Each ECC Bargaining Unit Member shall sign up for up to four (4) standby shifts each calendar month, resulting in a primary and secondary for each day and night shift. Standby signup shall be posted on the first calendar day of the preceding month for the following month. Signup shall be for the shift the member is bid into, day for day and night for night. All primary standby days shall be filled prior to any ECC Bargaining Unit Member selecting a secondary standby day.
- d) Employees on standby shall be paid two (2) hours of standby pay at straight time hourly rate for each standby regardless for whether the member is utilized for the shift.

Section 10. EMS Schedules

The day-to-day personnel scheduling will consist of both a 24-hour rotational schedule defined as "A" Shift, "B" Shift, and "C" Shift and a 12-hour rotational schedule defined as a "D" Shift and "E" Shift. Twelve (12) hour rotational schedules can be day, night or swing schedules. Ten (10) hour and eight (8) hour schedule, although not used at this time, may be implemented after management and the union agree to the schedule through Memorandum of Understanding (MOU).

Section 11. ECC Schedules

- a) The day-to-day personnel will consist of 8, 10, or 12-hour rotational schedule defined as "A" Shift, "B" Shift, "C" Shift, and "D" Shift. Although not used at this time, 8-hour and 10-hour schedules may be formally implemented after management and the union agree to the schedule through a Memorandum of Understanding (MOU).
- b) Scheduled ECC Bargaining Unit Members in any position will not change unless an emergency situation arises or the ECC Bargaining Unit Member has a performance/remedial issue that requires reassignment. ECC Bargaining Unit Members requiring reassignment shall be replaced with another qualified ECC Bargaining Unit Member.

ARTICLE NINE VACANCIES/STATION/SHIFT BIDDING

Section 1. Probationary EMS/ECC Bargaining Unit Member Assignments.

- a) Probationary Bargaining Unit Members are not eligible to bid on open positions as set forth in Section 2 of this Article.
- b) Upon successful completion of new hire orientation, the EMS Shift Commander and ECC Operations Manager may assign probationary Bargaining Unit Members to an open position.
- c) Probationary Bargaining Unit Members may be re-assigned or may request re-assignment to an open shift/station assignment with seven (7) days' notice and at the discretion of management as provided in Section 1 b.

Section 2. EMS Bargaining Unit Members Open Assignments

As shift/station assignment(s) are vacated on a permanent basis or new assignments are created, the assignment of these open assignments will occur as defined:

- a) Open assignments that become available shall be advertised on the County's electronic applicant tracking system in the form of an employee-only job opportunity, which will detail the current shift, station and classification, or through the electronic scheduling systems auction feature. The opportunity will be posted Quarterly (December, March, June, September) for fourteen (14) consecutive calendar days and reflect a specific closing date. If the position is not filled by bid by the closing date and the position is not filled with a probationary employee, the position will be reposted on the next quarterly bid. This process will continue until the position is filled. Awarded station bids will take effect within two (2) full pay periods of the awarded assignment announcement date.
- b) Selection and assignment(s) for each advertised vacant assignment(s) will be awarded to the Bargaining Unit Member with the most seniority in the vacant job classification unless the EMS/ECC Chief determines a disqualifying reason exists.
- c) Two Bargaining Unit Members may mutually agree to exchange assignments. All parties involved shall mutually agree in writing to the EMS Shift Commander/ECC Shift Supervisor for approval. All parties (including their partners if applicable) must agree before said move shall be considered.
- d) Bargaining Unit Members may request through their EMS Shift Commander to forfeit their current shift/station assignment. If approved, they will be the float pool.

Section 3. Staffing Shortages and Balancing

- a) **EMS Bargaining Unit Members.** During periods of staffing shortages, the EMS Chief or designee may elect to limit bid transfers and incorporate shift balancing across all shifts. Staffing shortages are based on the need of the organization and determined by the EMS Chief or designee, and defined as a total of three (3) vacant positions on a particular shift
- b) **ECC Bargaining Unit Members.** During periods of staffing shortages, the ECC Chief or designee may elect to limit bid transfers and incorporate shift balancing through seniority (least senior Bargaining Unit Members are the first to move) when Telecommunicator 2 and Telecommunicator 3 combined staffing falls below four (4) on a single shift.

ARTICLE TEN VACATION LEAVE

Section 1(A) General EMS/ECC Bargaining Unit Members.

- a) Bargaining Unit Members accrue vacation leave benefits according to the accrual rates displayed below. When hours paid are less than eighty (80) hours in the bi-weekly pay period, the hours accrued are a pro-rata share of the designated accrual rate.
- b) If the accrued vacation hours exceed the end of calendar year maximum hours, the overage shall be converted to the Bargaining Unit Member's sick leave account on an hour for hour basis. In order to provide Bargaining Unit Members with an opportunity to secure consecutive dates of their choice for annual vacation leave, a bidding process will be conducted.

Period of Continuous Employment	Unit Schedule	Hours per Pay Period Annual Accrual	Maximum Hour Bank
0 to 12 Months	24-Hour	6.72 /174.72 Hours	400 Hours
	12-Hour	5.25 /136.50 Hours	
	10-Hour	5.00/130 Hours	
13 to 60 Months	24-Hour	8.56 /222.72 Hours	400 Hours
	12-Hour	6.17 /160.50 Hours	
	10-Hour	5.384/140 Hours	
61 to 120 Months	24-Hour	10.00 /260.16 Hours	500 Hours
	12-Hour	7.22 /187.80 Hours	
	10-Hour	6.153/160 Hours	
121 to Termination	24-Hour	11.40 /296.56 Hours	550 Hours
	12-Hour	8.27 /215.10 Hours	
	10-Hour	6.923/180 Hours	

Section 2(A). EMS Bargaining Unit Members Vacation Bidding Guidelines.

- a) Each year, one (1) day shall be assigned for each Bargaining Unit Member to request vacation leave by bidding for consecutive dates of his/her choice. Three (3) opportunities are available for 24-hour unit Bargaining Unit Members to obtain vacation leave approvals each 24-hour period, and five (5) opportunities are available for 12-hour unit Bargaining Unit Members. Three (3) opportunities are available for Bargaining Unit Members that are assigned units during 0700-19000 to obtain vacation leave approval and two (2) opportunities are available for 12-hour unit Bargaining Unit Members that are assigned units during 19000—09700 to obtain vacation leave approval each 24-hour period. All calendar days will be open for vacation requests.

- b) There will be three rounds of vacation bidding whereby each Bargaining Unit Member may elect to request up to ten (10) consecutive twenty-four (24) hour or fifteen (15) consecutive twelve (12) hour shift dates for the first two rounds. The third round will be limited to one single twelve (12) or twenty-four (24) hour shift, representing a personal holiday.
- c) The order to be followed during the bidding process shall be based on the most current version of the seniority list provided by the Union to management. This seniority list of Bargaining Unit Members is by date of hire within the EMS Division. For those hired on the same date, the tiebreaker shall be determined by the higher score received on the Pre-employment EMT or Paramedic Test.
- d) Vacation time granted through this bidding process cannot be canceled in the future as it has been reserved, thus preventing other employees from planning for said dates. Exceptions to this rule shall be at the sole discretion of the EMS Chief (or his/her designee) for extenuating circumstances.
- e) Vacation time granted through this bidding process cannot be exchanged with, sold to, or purchased by other Bargaining Unit Members.
- f) Bargaining Unit Members shall not bid for time off exceeding their anticipated number of accrued hours of vacation or already accrued compensatory time.
- g) After the annual bidding process has occurred, remaining available vacation positions as defined in "a" shall be open for everyone by shift. Normal requests for time off may be submitted via the current process through the electronic scheduling system at least seven (7) days in advance or 168 hours unless providing own coverage.
- h) Vacation positions that become available when employees resign or retire shall return to the available pool for regular requests.
- i) Reasonable efforts will be made to accommodate previously granted vacation time during the same week(s) for any Bargaining Unit Member involuntarily moved from his/her shift.
- j) Approved vacation time can only be rescinded in cases of a declared emergency operation. A Bargaining Unit Member who has had his/her vacation rescinded shall be granted the equivalent amount of time off as rescinded regardless of whether the limit set forth in paragraph 2.a. has been reached. Only one (1) additional shift per day will be available and shall be by the division seniority of the affected Bargaining Unit Members.
- k) The maximum year accumulation provided for herein shall be paid out on separation as provided for and limited by the County's Personnel Policy.

Section 2(B). ECC Bargaining Unit Members Vacation Bidding Guidelines.

- a) a) Each year, one (1) day shall be assigned for each Bargaining Unit Member to request vacation leave for the next calendar year by bidding for consecutive dates of his/her choice.
- b) One (1) opportunity is available for Bargaining Unit Members to obtain vacation leave approvals each 12-hour Shift. All calendar days will be open for vacation requests. Use of the electronic scheduling system auction feature may replace this requirement but will be limited to seven (7) days.
- c) There will be two rounds of vacation bidding whereby each Bargaining Unit Member may elect to request up to ten (10) consecutive twelve (12) hour shifts each round.
- d) The order to be followed during the bidding process shall be based on the most current version of the seniority list provided by the Union to management, as stated in Article 7. This seniority list of Bargaining Unit Members is by date of hire within the ECC Division. For those hired on the same date, the tiebreaker shall be determined by the higher score received on the IAED Emergency Telecommunicator Test (ETC)
- e) Vacation time granted through this bidding process cannot be cancelled in the future as it has been reserved, thus preventing other employees from planning for said dates. Exceptions to this rule shall be at the sole discretion of the ECC Chief (or his/her designee) for extreme cases.
- f) Vacation time granted through this bidding process cannot be exchanged with, sold, or purchased by other Bargaining Unit Members.
- g) Bargaining Unit Members shall not bid for time off exceeding their anticipated number of accrued hours of vacation or already accrued compensatory time. Failing to have accrued time to cover bid or approved vacation will cancel bid vacation days.
- h) After the annual bidding process has occurred, remaining available vacation positions as defined in "a" shall be open for everyone by shift.
- i) Vacation positions that become available when employees resign or retire shall return to the available pool for regular requests.
- j) Reasonable efforts will be made to accommodate previously granted vacation time during the same week(s) for any Bargaining Unit Member who has involuntarily moved from his/her shift.

Section 3(A). EMS Bargaining Unit Members Procedure.

- a) Bidding shall occur annually in the fall (dates to be announced) for the following calendar year. To the extent station bidding is to occur in a given year that process shall occur first.

- b) Bargaining Unit Members may make their bid in order of seniority via group video conference or in absentia by e-mailing his/her requested dates to the Scheduler. The bid must be received no later than 24 hours before vacation bidding prior to their scheduled bid day. Failure to e-mail requested bid dates prior to the scheduled bid day will result in the Bargaining Unit Member forfeiting his or her participation in the bidding process. Requests may not be submitted via telephone at any time, or via e-mail on the scheduled bid day. If a Bargaining Unit Member fails to participate in the bidding process, he/she can obtain vacation time according to paragraph 3.g below.
- c) Bids made in absentia shall be considered as they are requested. The EMS District Chief (or equivalent position or higher) shall not alter any request for consecutive time off. For example, if a Bargaining Unit Member requests three (3) consecutive shift dates in his/her first choice bid and only two (2) of those dates are available, the entire bid will not be considered unless the Bargaining Unit Member is present and expresses a different choice. The EMS District Chief (or equivalent position or higher) shall proceed to the Bargaining Unit Member's subsequent choices for consideration during that round of bidding.
- d) The EMS District Chief (or equivalent position or higher) shall enter bids directly into the electronic scheduling process roster during this process.
- e) Once the first round of bidding has concluded, a second round shall begin at the top of the seniority list.
- f) Once the second round of bidding has concluded, a third-round for a maximum of one (1) day designated as a Personal Holiday shall begin at the top of the seniority list.
- g) Upon conclusion of the third round, Bargaining Unit Members may request vacation for remaining open positions following the current electronic scheduling process procedures.

Section 3(B) ECC Bargaining Unit Members Procedure

- a) Bidding shall occur annually in the fall (dates to be announced) for the following calendar year. A Bargaining Unit member's vacation bid day shall follow his/her respective assigned shift. Times to be announced with reasonable prior notice. To the extent shift bidding is to occur in a given year that process shall occur first.
- b) Bargaining Unit Members may make their bid in order of seniority via the electronic scheduling system auction feature while on duty during their shift. Bargaining Unit Members on approved leave during the bid may submit their bids to their Shift Supervisor no less than 24 hours prior or can make themselves available by phone during their turn for the Shift Supervisor to enter their bids for them. If a Bargaining Unit Member fails to participate in the bidding process, he/she can obtain vacation time according to paragraph 3.e below.

- c) Bids made in absentia shall be considered as they are requested. The ECC Shift Supervisor shall not alter any request for consecutive time off. For example, if a Bargaining Unit Member requests three (3) consecutive shift dates in his/her first choice bid and only two (2) of those dates are available, the entire bid will not be considered unless the Bargaining Unit Member is present (via phone) and expresses a different choice. The ECC Shift Supervisor shall proceed to the Bargaining Unit Member's subsequent choices for consideration during that round of bidding.
- d) Once the first round of bidding has concluded, a second round shall begin at the top of the seniority list. The electronic scheduling system will award and approve bids as they are made.
- e) Upon conclusion of the second round, Bargaining Unit Members may request vacation for remaining open positions following the current electronic scheduling process procedures.

Section 4(A). EMS Bargaining Unit Members Vacation Leave Outside of Annual Bid Process

- a) Any request to use regular time off must be entered in the electronic scheduling system and time and attendance system.
- b) Time off requests will be reviewed weekly on Wednesdays, and unless the EMT, Paramedic, Charge Paramedic, and any Specialty Change Paramedics have inadequate time in his or her banks, is in an Educational or Operational Remedial, Development Plan requiring approval of the Training and/ or Operations Section, or is on FMLA leave, they shall be approved within the allotments outlined in Section 2 A. Leave request more than ninety-six (96) hour in advance will be considered however, time off requests will not be approved for dates that go beyond the next annual shift bid.

Section 4(B). ECC Bargaining Unit Members Vacation Leave Outside of Annual Bid Process.

- a) Any request to use regular time off will not be considered for approval unless the request has been made in the appropriate time keeping software.
- b) Requests to use accrued regular time off that are submitted ninety-six (96) hours in advance will be approved if there is an open vacation day opportunity available for that shift. Leave requests less than ninety-six (96) hours in advance will be considered however, time off requests will not be approved for dates that go beyond the next annual shift bid.

Section 5. Responsibility.

- a) It shall be the responsibility of Bargaining Unit Members to prepare themselves accordingly if they wish to participate in the above process designed to assist them in obtaining consecutive vacation dates.
- b) It shall be the responsibility of all Bargaining Unit Members to allow the above process to occur as efficiently and effectively as possible.
- c) It shall be the responsibility of the EMS Shift Commander or ECC Shift Supervisor (or equivalent positions or higher) to facilitate the above process in the most fair and equitable manner possible.

Section 6. Vacation Hours Cash Out

Annually, during the month of November, Bargaining Unit Employees shall be able to cash out up to eight (80) hour of vacation time under the following conditions:

- a) Bargaining Unit Employees must have at least one hundred (100) hours in their bank.
- b) Requests to cash out vacation hours must be made during the first pay period in November for payment in the second pay period of November.

Section 7. Sick Leave

The Parties agree the County's sick leave policy as set forth in the most current version of the County's Personnel Policy shall be applicable to Bargaining Unit Members with the exception the EMS Bargaining Unit Employees must notify the EMS Shift Commander at (941) 334-8120 at least two hours prior to their scheduled shift. ECC Bargaining Unit Employees must notify the ECC Shift Supervisor at (941) 747-7776 x3 within two (2) hours prior to the start of their scheduled shift.

ARTICLE ELEVEN LEAVES OF ABSENCE

Section 1. To the extent not altered by, or in conflict with, the terms of this CBA, employees in positions allocated to classes in the bargaining unit shall be covered by the Manatee County Board of County Commissioners Personnel Policy, Rules, and Procedures Manual, in effect on the ratification of this agreement by both parties and as may be revised from time to time through impact bargaining with the following exceptions:

BEREAVEMENT LEAVE

Section 2. Paid leave may be authorized for Bargaining Unit Members who have a death in their immediate family, as defined in Section 3 of this Article.

The following procedures apply:

- a) Bereavement leave may be authorized to receive up to forty-eight (48) hours.
- b) Bereavement leave is separate and distinct from other types of leave and is not chargeable to any accrued leave balance (i.e., sick, vacation, etc.). Bereavement leave does not count as hours worked towards overtime.
- c) In the event a family death occurs during a Bargaining Unit Member's approved sick, vacation or compensatory time leave, the time missed due to the death may be designated as bereavement leave, if eligible. The actual leave account charged (i.e., sick, vacation, etc.) can be adjusted through a request from the Public Safety Department Director to the Human Resources Director (HR Form 131).
- d) Bereavement leave is paid in accordance with scheduled work days including premium pay differentials if applicable.

Section 3. Definition of Immediate Family.

For the purpose of bereavement leave for Bargaining Unit Members, "Immediate Family" is defined as the Bargaining Unit Member's spouse, child, stepchild, parent, stepparent, mother-in-law, father-in law, sister, brother, stepsister, stepbrother, grandparent, grandchild, half-brother, or half-sister. The definition also includes an individual for whom the Bargaining Unit Member is the legal guardian or any other family member of the employee or of the Bargaining Unit Member's spouse who was a full-time resident in the Bargaining Unit Member's household immediately preceding the death.

Section 4. Death of Person Other Than Immediate Family.

In the event of a death of a person other than Immediate Family, as defined in Section 3 of this Article, a Bargaining Unit Member with approval of the EEMS/ECC Chief may be granted up to forty-eight (48) hours of time off from their leave balance. The Bargaining Unit Member must specify what type of leave (i.e., vacation, compensatory time, or personal holiday) will be

utilized at the time of the request.

Section 5. Proof of Purpose of Leave.

Validation of the request is left to the discretion of the EMS/ECC Chief.

JURY LEAVE

Section 6. Whenever a Bargaining Unit Member is called for jury duty, upon presentation of the summons to his/her supervisor, the Bargaining Unit Member will be excused from scheduled workdays and will receive Jury Leave pay for hours actually performing such duty, but not exceeding their scheduled work hours. The Bargaining Unit Member will not be compensated by the County for Jury Leave on unscheduled workdays unless the Bargaining Unit Member requests to substitute a night or weekend shift or portion thereof immediately preceding or following jury duty. The Bargaining Unit Member keeps any jury fees received.

Section 7. Paid Jury Leave hours are considered as hours worked for all compensation purposes including calculating hours worked towards overtime. The County does not reimburse a Bargaining Unit Member for meals, lodging, travel, or any other expenses incurred as a juror.

Section 8. Bargaining Unit Members are required to report to work if excused from jury duty during their regular working hours. However, if their scheduled shift has been filled or they are not otherwise needed to complete the shift, they may, with supervisory approval, charge the balance of their scheduled work hours to their vacation or compensatory time leave accounts, or take the time off without pay, but only to the extent they are not able to make up regularly-scheduled hours by means of flex time assignment.

Section 9. A Bargaining Unit Member called to jury duty shall promptly notify the Public Safety Department Director and provide a copy of the court summons so that arrangements may be made in advance for his or her absence from work. Where so requested by the Public Safety Department Director, a Bargaining Unit Member will provide the Director with a statement of actual days spent on jury duty service (such as by memo or e-mail) before compensation is approved. Where the Clerk of Court engages in "day prior call in" programs (where unseated jurors call a number to determine whether their presence will be needed the next day), Bargaining Unit Members who discover their presence at the court house will not be required the following day (but who have not yet been released from duty) shall report to work on that day unless otherwise ordered by the Court. Once a Bargaining Unit Member is released from duty, he or she shall inform the department and report to work as required in Section 8 above.

WITNESS LEAVE

Section 10. A Bargaining Unit Member appearing as a witness for the County in a court case or administrative proceeding within the boundaries of Manatee County, in which the County is a party, including depositions, post-termination proceedings, mediation or arbitration proceedings, or who is subpoenaed as a witness in a court case or administrative proceeding in which the Bargaining Unit Member testimony is related to official County business, is considered to be on duty during such appearance (not including travel time), even during off-duty hours. The Bargaining Unit Member must remit to the County any witness fee received in connection with such appearance. In the event the litigation is in a forum outside Manatee County, and the Bargaining Unit Member attends as a witness for Manatee County, he/she shall be entitled to per diem expenses in accordance with Florida Statutes § 112.061. However, in the event the litigation is in a forum outside Manatee County, and the Bargaining Unit Member is subpoenaed by a party other than Manatee County, the employee may keep any reimbursement of travel expenses, and he/she shall not be entitled to reimbursement of per diem expenses from the County.

Section 11. A Bargaining Unit Member who voluntarily appears at a court or administrative proceeding, as defined above, on behalf of a party litigating against the County shall be ineligible for witness leave pay by the County for any time spent at such proceeding and must attribute such time to appropriate available leave balances or take leave without pay.

Section 12. A Bargaining Unit Member who becomes a party in, or appearing as a witness in any case other than those described in Section 1 is considered to be off duty, and must attribute such time to appropriate available leave balances or take leave without pay. Under such circumstances, the Bargaining Unit Member is entitled to keep any witness fee received.

Section 13. A Bargaining Unit Member is entitled to paid time off as a Witness Leave if he/she is subpoenaed to be a witness in a matter involving an accident or emergency event in which he/she rendered medical aid or assistance while off duty.

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ARTICLE SIXTEEN VOLUNTARY EXCHANGE OF DUTY TIME (SWAPS)

Section 1. Entitlement to Exchange Duty Times.

- a) Two Bargaining Unit Members of similar rank may agree, solely at their option and in accordance with the terms of this Article, to substitute for one another during scheduled work hours in the performance of work in the same capacity. The hours worked shall be excluded in the calculation of the hours for which the substituting Bargaining Unit Member would otherwise be entitled to overtime compensation under the Fair Labor Standards Act. Where one Bargaining Unit Member substitutes for another, each Bargaining Unit Member will be credited as if he or she had worked his or her normal work schedule for exchanged hours.
- b) Bargaining Unit Members' decisions to substitute for one another are to be made freely and without coercion, direct or implied. The EMS/ECC Chief or his/her designee may suggest that Bargaining Unit Member substitute or "trade time" with another Bargaining Unit Member working in the same capacity during regularly scheduled hours, but each Bargaining Unit Member must be free to refuse to perform such work without sanction and without being required to explain or justify the decision. A Bargaining Unit Member's decision to substitute will be considered to have been made at his/her sole option and exclusively for the Bargaining Unit Member's own convenience.
- c) An agreement between Bargaining Unit Members to substitute for one another at their own option must be scheduled in advance, in accordance with the requirements of this Article so that management has adequate prior notice of the planned swap.
- d) The County shall not be responsible for any compensation (monetary or otherwise) of work time exchanged.
- e) Bargaining Unit Members may request no more than eight hundred (800) hours of swap time in any calendar year, and EMS Bargaining Unit Members may not be scheduled to work more than forty- eight (48) continuous hours without a minimum of eight (8) hours off duty for rest. ECC Bargaining Unit Member may not be scheduled to work more than eighteen (18) continuous hours without a minimum of eight (8) hours off duty for rest.
- f) EMS/ECC Bargaining Unit Member: Shift swaps must be completed within one hundred and eighty (180) days of each other.
- g) Each EMS / ECC Bargaining Unit Member may not schedule more than two (2) swaps for any single twenty-four (24) hour shift. The minimum swap time shall be one (1) hour.
- h) Bargaining Unit Members are required to schedule swap requests electronically, review the electronic scheduling system, and remain responsible for their scheduled work hours.
- i) Due to the impact of swaps on the mandatory holdover list, the total number of approved swaps each shift may be limited depending upon staffing needs.

j) EMS Bargaining Unit Members: Probationary employees are not permitted to engage in swaps until they have worked at least 1,456 hours on 24-hour shifts or 1,109 hours on 12-hour shifts. ECC Bargaining Unit Members are not permitted to engage in swaps until they have reached the end of their probationary period (1) one year of service.

Section 2. Procedures for Scheduling Exchanges.

- a) After reaching a verbal agreement with another, a Bargaining Unit Member initiating the exchange must schedule the swap via the electronic scheduling system and enter the working Bargaining Unit Member's name, employee ID number, related date and time in the system.
- b) Swaps must be entered and completed / agreed-upon by both Collective Bargaining Unit Members in the electronic scheduling system no later than forty-eight (48) hours prior to the beginning of the shift day to be exchanged. Under unexpected and extenuating circumstances not within the control of the Bargaining Unit Member, swaps may be entered into the system late with prior approval from the EMS Shift Commander/ECC Shift Supervisor. Late scheduled swaps are not permitted absent unexpected or extenuating circumstances not within control of the Bargaining Unit Member.
- c) Upon successfully entering a swap in the electronic scheduling system, the shift roster will be updated accordingly.
- d) Swaps are only permitted for Bargaining Unit Members of similar rank (e.g., Paramedic for Paramedic, EMT for EMT, Specialty Charge Paramedic for Specialty Charge Paramedic. Charge Paramedics may swap with Specialty Paramedic so long as it does not interfere with the FTO duties.
- e) Telecommunicator and Senior Telecommunicator Bargaining Unit Members may conduct swaps with each other with prior approval from the ECC Shift Supervisor. Otherwise, rank for rank is only permitted.

Section 3. Cancellation of Exchanges.

- a) Bargaining Unit Members scheduled to work a swap may request to cancel previously scheduled swaps due to illness or injury. The Bargaining Unit Member originally scheduled to work will be expected to report for duty. It shall remain the responsibility of the Bargaining Unit Members to maintain their respective swap obligations.
- b) Bargaining Unit Members who become ill or injured, are unable to work an assigned shift, and have a previously scheduled work assignment (including a swap) occurring in the subsequent forty-eight (48) hour period, will be required to cancel such additional work assignments. The purpose of this cancellation is to allow the Bargaining Unit Member to fully recuperate before his/her next regularly scheduled shift.
- c) Bargaining Unit Members temporarily demoted or completing a Q/A remediation must cancel all approved swaps during the remedial period.
- d) Bargaining Unit Members who are separated from current employment for any reason will have all remaining approved swaps canceled.

Section 4. Suspension of Exchange Privilege.

- a) Failure to report (defined as being at least thirty (30) minutes late for a shift) for an approved swap will result in a deduction from that Bargaining Unit Member's vacation leave bank equal to one and one-half (1.5) vacation hours for each hour (or portion thereof) not worked, as well as a temporary suspension of swap privileges for a period of six (6) months.
- b) Failure to report for an approved swap (defined as being at least thirty (30) minutes late for a shift) more than once in a one (1) year period will result in temporary suspension of swap privileges for a period of one (1) year.
- c) Bargaining Unit Members whose swap privileges have been suspended shall not be allowed to schedule any new swaps but shall be allowed to complete previously scheduled swaps that occur within thirty (30) days of the start of the suspension period.
- d) Notwithstanding the foregoing, Bargaining Unit Members temporarily demoted or completing a Q/A remediation will be temporarily suspended from all swap privileges during the applicable remedial period.
- e) Bargaining Unit Members who cannot report for a swap shift due to an illness/injury and who provides a physician's note shall not have his/her swap privilege suspended, but shall owe the County for all time not worked.

Section 5. Responsibility.

- a) It shall be the responsibility of each Bargaining Unit Member to understand and comply with the directives in this Agreement.
- b) It shall be the responsibility of each Bargaining Unit Member to use and apply swap privileges in a manner which respects the County's need to maintain applicable staffing levels at all times.
- c) Swaps should be considered a privilege as a means to provide greater scheduling flexibility for Bargaining Unit Members. Personal accountability is paramount to maintaining this privilege. At no time shall the County become financially responsible for the voluntary exchange of duty between Bargaining Unit Members.
- d) The County and the Union agree that poor morale related to mandatory overtime caused by swap-related issues may be an unintended consequence.

Section 6. Interpretation and Payment Prohibition.

- a) This Article shall be governed by and subject to the terms of 29 C.F.R. § 553.31, as amended from time to time.
- b) The payment or receipt of money or other consideration in exchange for actually working an agreed swap is prohibited and Bargaining Unit Members are strictly prohibited from offering or accepting money or other consideration for working another Bargaining Unit Member's hours.

ARTICLE SEVENTEEN RETIREMENT AND HEALTH PLAN

Section 1. Retirement Plan.

Retirement for employees of Florida's counties is governed by Chapter 121 of the Florida Statutes. Florida Statutes § 121.051(1)(a) provides, in relevant part, "Participation in the Florida Retirement System is compulsory for all officers and employees." The Union recognizes that the County does not have the authority to alter the terms and conditions of the Florida Retirement System (FRS). The County agrees to maintain an FRS liaison within the Human Resources Department for employees with FRS questions. However, the County cannot bind or speak for FRS, and so employees should always attempt to deal directly with FRS representatives for retirement benefit matters. Information concerning FRS may be obtained at www.FRS.com.

Section 2. Health Plan.

Florida Statutes § 112.08 authorizes local government units including counties, municipalities, college districts, school boards, special districts and county officers, as listed in Article VIII, § 1(d) of the Florida Constitution to self-insure a plan for health and hospitalization coverage. The statute requires that such self-insured plans be subject to approval based on actuarial soundness by the Florida Office of Insurance Regulation (OIR), and that each plan shall contract either with an insurance company or professional administrator qualified and approved by the OIR to administer the plan. The statute also authorizes multiple local government units to enter into a risk management consortium to provide health coverage to each such unit.

Pursuant to this authority Manatee County has created, funded, and for some time sponsored and operated a health plan known as YourChoice Manatee Health Plan. In addition to covering County employees and Bargaining Unit Members, by virtue of an interlocal government agreement between them, the County's plan currently provides coverage to employees and Bargaining Unit Members (and employee dependents) of the Manatee County Sheriff, the Manatee County Port Authority, the Sarasota/Manatee Metropolitan Planning Organization, the Manatee County Tax Collector, the Manatee County Property Appraiser, the Manatee County Housing Authority, the Manatee County Clerk of the Circuit Court, and the Manatee County Supervisor of Elections. The County, a governmental entity exempt from the federal ERISA law, maintains a Plan Document setting forth the terms and conditions of coverage for all consortium Plan Members. The Plan Document provides for a variety of tiers depending on certain family and other factors. The Plan Document, Plan Summary, employee deductible and contribution rates, open enrollment periods and other relevant information may be found at www.manateeyourchoice.com.

ARTICLE EIGHTEEN EMPLOYEE HEALTH AND FITNESS

Section 1. Purpose

EMS Bargaining Unit Members shall maintain the minimum physical capabilities required to perform the essential job duties of an EMT or Paramedic (including Charge Paramedic and Specialty Charge Paramedic).

Section 2. EMS Bargaining Unit Members Physical Ability Assessment (EMSPAT).

- a) All Bargaining Unit Members will be required to successfully complete the physical ability so as not to exceed the standards outlined in the National Testing Network Medica Mile Assessment at the ratification of this agreement annually.
- b) The EMSPAT shall be administered and evaluated by personal trainers contracted by Manatee County (“Evaluators”) who shall provide oversight and will have responsibility for the EMSPAT. As a part of this responsibility, the Evaluator has the obligation and responsibility to conduct the test and take precautions to prevent injury to a test-taker (EMS Bargaining Unit Member)
- c) The EMSPAT shall consist of 8 Testing Events performed consecutively as outlined below, with a combined testing duration of up to 20 minutes for all events:
 - a. Event 1: Stair climb with load- A Bargaining unit member will climb one flight of stairs twice (or equivalent steps on a stair machine) while carrying (or wearing) a current EMS med bag and current EMS cardiac monitor.
 - b. Event 2: CPR Station- 2 minutes of chest compressions regulated by AHA standards
 - c. Event 3: Mannequin Drag- move a 105 lb mannequin 50 feet

The following events require two bargaining unit members be present:

- d. Event 4: Secure Mannequin- log roll and secure no more than a 165 lb mannequin to a long spine board
- e. Event 5: Stretcher Operations- lower stretcher (with no battery) load the SMR pt onto the stretcher and raise the stretcher
- f. Event 6: Loading Stretcher- roll the stretcher to the ambulance and load the weighted stretcher into the ambulance (no battery)
- g. Event 7: Stair chair- utilizing an EMS stair chair, take a presecured no more than 165 lb mannequin down one landing partners switch and take stair chair down next landing.
- h. Event 8: CPR Station- 2 minutes of chest compressions regulated by AHA standards

Section 3. EMS Bargaining Unit Member Process and Testing Rules:

- a) EMS Collective Bargaining Unit Members shall test once a year.
- b) Testing will be offered once every quarter
- c) Testing should occur during the quarter of the EMS Collective Bargaining Unit Member's hire date.

- d) All EMS Collective Bargaining Unit Member candidates shall be in daytime uniform to take the Physical Ability Assessment
- e) Emergency Medical Services Collective Bargaining Unit Members who fail any event shall have the opportunity to retest immediately, and at any time during the quarterly testing window. If the Bargaining Unit Member cannot complete the testing by the end of the quarterly testing window, they shall be placed on a modified duty assignment for up to thirty (30) days. The Bargaining Unit Member shall arrange a retest during that thirty (30) day period, and if able to pass all events, then be placed back on the schedule for their next assigned shift. If the Bargaining Unit Member cannot pass within the thirty (30) day period, they will be subject to a non-disciplinary termination.
- f) Emergency Medical Services Collective Bargaining Unit Members who fail will be removed from their duties as a paramedic or EMT until they successfully pass the test.
- g) Retesting shall occur at each quarter, along with testing of all other Emergency Medical Services Collective Bargaining Unit Members.

Section 4. EMS / ECC Bargaining Unit Members On-Duty Exercise.

- a) Exercise and healthy eating provide for a higher level of fitness and an enhanced physical and mental state. Each station housing an EMS unit containing a cardiovascular and free-weight exercise room is open for use by the Bargaining Unit Members stationed there. Bargaining Unit Members may utilize the exercise equipment during on duty shifts. Due to the nature of the exercise, EMS Bargaining Unit Members may wear their class D uniform over their work out gear ONLY if required to respond to a call that occurs during a workout. ECC Bargaining Unit Members are required to be in full uniform while on the ECC Floor.
- b) Acceptable exercise activity will be defined as follows:
 - a. Aerobic exercise (no organized basketball)
 - b. Cardiovascular equipment (treadmills, elliptical, stair master, etc.)
 - c. Free-weight and nautilus-type equipment
 - d. Yoga, meditation or relaxation techniques, or other exercises as approved by the EMS/ECC Chief.

ARTICLE NINETEEN RULES AND PROCEDURES

Section 1.

The Parties recognize that emergency medical agencies such as Manatee County EMS/ECC , and the professionals who work for them, are governed by a wide variety of rules and laws. Some of these are not controlled by the County, such as state or federal statutes or administrative codes, medical protocols established by medical directors or professional or governmental regulatory agencies.

Section 2.

However, as of the effective date of this Agreement, to the extent the County seeks to create or amend the rules or procedures within its control, the County agrees to provide a draft copy of any such new or amended rule or procedure to the Union's Officers and shall not implement the rule or procedure for at least fourteen (14) calendar days thereafter so as to ensure the Union has had an opportunity to review the draft and offer any comments or requested edits to the County.

Section 3.

If the Union provides feedback or requests edits, then the Public Safety Director (for department-specific rules or procedures) or the County Administrator or designee (for County- wide rules or procedures) shall consider the same in good faith and either make requested changes or explain to the Union why the changes could not be made. Nothing herein shall be interpreted as creating a right on the part of the Union to veto the implementation of any new or revised rule or procedure.

Section 4.

In addition to the foregoing, the County will on an ongoing basis be open to meeting with the Union's Officers to understand the Union's views, desires and feedback on existing rules and procedures. The Union may at any time propose rules or procedures to the County for consideration and adoption by the County.

Section 5.

Notwithstanding the foregoing, the Union agrees that in cases where an exigent circumstance exists the County may be required to immediately implement a new or revised rule or procedure. In such cases, while the rule or procedure may become effective prior to the fourteen calendar day review period, the County shall nonetheless allow the Union to comment or request edits to any rule or procedure adopted due to exigent circumstances and shall consider same in good faith.

Section 6.

The Parties agree that EMS/ECC professionals will perform best, and adhere to policies, rules and procedures best, when performance standards, policies, rules and procedures applicable to them are readily available to them. Therefore, the Parties shall routinely work together to ensure that documents such as the Personnel Policy, EMS/ECC General Orders/Policies, EMS medical protocols / EMD / EFD/ EPD Protocols , and other similar documents are posted electronically for easy access by Bargaining Unit Members, and that a system of training and orientation concerning these rules and policies be developed and implemented by the County so as to ensure, as reasonably practicable as can be achieved, that Bargaining Unit Members are aware of and understand these rules and policies.

Section 7.

To the extent any such rule or procedure conflicts with any term of this Agreement, and such conflict cannot be reconciled while giving force and effect to both, then this Agreement shall prevail. As specified in Article Two (Management Rights), the Union reserves the right to request impact bargaining over changes in rules or procedures as required by Florida Statutes Chapter 447, Part II.

ARTICLE TWENTY UNIFORM AND GROOMING STANDARDS

Section 1. General.

The work performed by EMS and ECC Bargaining Unit Members occurs in a professional healthcare and telecommunications setting. The uniforms are not only a symbol of the Department of Public Safety, but also represent the County's high standards for safety and personal hygiene. For this reason, there is great interest in maintaining a professional appearance while on-duty, and when conducting all other official department business. Uniforms, shoes, or boots shall meet the standards as specified by the department. It is the responsibility of each Bargaining Unit Member to dress with strict adherence to the standards as provided in this Article. All department supervisory personnel are responsible for the enforcement of these guidelines. Questions regarding the application of any guideline to a particular situation should be directed to the EMS/ECC Chief for interpretation. Any department uniformed-issued item that is enumerated is a total amount, not per uniform class.

Section 2. Uniform Issuance

- a) Bargaining Unit Members receive a uniform maintenance/shoe allowance of \$18.00 each pay period. Athletic shoes, without ankle support, shall not be considered appropriate footwear for all daily EMS uniform classes.
- b) All new full-time EMS Bargaining Unit Members will be issued the following uniform items:
- c) Class "A" and "B" Uniform:
 - a. Department-issued dress shirt long sleeve (1 ea.);
 - b. Department-issued dress shirt short sleeve (1 ea.);
 - c. Department-issued dress pants (1 ea.);
 - d. Department-issued neck tie (1 ea.);
 - e. Department-issued rank badge (1 ea.);
 - f. Department-issued silver American flag pin (1 ea.);
 - g. Department-issued nameplate (1 ea.); and
 - h. Department-issued collar brass (1 ea.).
- d) Class "C" Uniform:
 - a. Department-issued polo shirt (5 ea. 24/48; 5 ea. 12-hour);
 - b. Department-issued service pants (5 ea. 24/48; 5 ea. 12-hour); and
 - c. Department-issued service shorts (5 ea. 24/48; 5 ea. 12-hour).
- e) Class "D" Uniform:
 - a. Department-issued T-shirt (5 ea. 24/48; 5 ea. 12-hour);
 - b. Department-issued service pants (5 ea. 24/48; 5 ea. 12-hour); and
 - c. Department-issued service shorts (5 ea. 24/48; 5 ea. 12-hour).
- f) Additional Uniform Items:
 - a. Department-issued lightweight Job Shirt/Pull Over (1 ea.)
 - b. Department-issued duty belt – basket weave pattern, black, 1 ¾" width with buckle (1 ea.);

- c. Department-issued duty belt – nylon webbed, 1 ¾" width with buckle or Velcro closure (1 ea.);
- d. Department-issued protective coat (1 ea.);
- e. Department-issued protective helmet (1 ea.);
- f. Department-issued extrication pants (1 ea.);
- g. Department-issued rain gear with boots (1 ea.);
- h. Department-issued safety glasses (1 ea.);
- i. Department-issued key pal (1 ea.); and
- j. Department-issued baseball hat (1 ea.), and other hats with the Division's Logo may be purchased and worn with the EMS/ECC chief approval

g) Uniform Classes EMS Bargaining Unit Members-all members of an assigned unit (Ambulance, Gator, UTV, Raptor, Special event coverage, etc.) are required to be dressed in the same class uniform.

- a. Class A uniforms shall mean the “dress uniform” for EMS personnel. Class A uniforms shall be worn during formal occasions as outlined in department guidelines.
- b. Class B uniforms shall mean the station uniform/daily work uniform. A crew may choose to wear the class B uniform as its daily duty uniform.
- c. Class C uniform shall mean the station duty uniform/daily work uniform and is considered the regular work uniform. Personnel performing duties including routine station activities, in service training, and emergency response activity may utilize the class C uniform from dawn until dusk.
- d. Class D uniform shall mean the nighttime work uniform, which may be worn from dusk until dawn
- e. Department-issued job shirt/pullover may be worn over any class C and Class D uniform with pants.
- f. Shorts that are worn with the class “C” or “D” uniforms Bargaining Unit Members must wear short/long-sleeve shirts and shoes. Boots shall not be worn while wearing shorts. Department-issued pullover/job shirt may be worn as designed.
- g. At the full discretion of the EMS/ECC Chief, Approved T-shirts such as Breast Cancer and First Responder Awareness may be worn as part of the class C and D uniform during the appropriate time frames

h) Uniform Classes ECC Bargaining Unit Members

- a. All new full-time ECC Bargaining Unit Members will be issued County logo polo shirts and T-shirts to wear within the guidelines below
 - i. Any ECC Bargaining Unit Member who is in the public conducting official ECC business must adhere to the business casual dress code that all other public safety employees utilize. This includes no blue jeans (unless otherwise specified). While attending these events department issued, logoed polo shirts shall be worn. Those events will be known ahead of time to all ECC staff who are called on to participate in those public-facing events.
 - ii. All ECC Bargaining Unit Members shall be allowed to purchase and wear any shirts that are created and designed to be worn as part of their participation in all county public safety awareness campaigns. The purpose of this will be to show support and solidarity with all Manatee County Government efforts to show support for various causes.

- i) Footwear
 - a. Appropriate footwear, including socks, must be worn while in the ECC.
 - b. No open-toed./slingback/flip-flop style shoes are permitted in the ECC.
 - c. Tennis shoes are allowed but must be a neutral color (no neon/bright colors) and be clean and well-kept.
- j) ECC Daily Uniform
 - a. Pants in good condition to include denim jeans of a neutral color (No bright/neon colors), black or khaki pants, business casual or dress pants.
 - b. Logo polo or t-shirt, business casual/executive shirts with or without buttons, neutral single color sweatshirts/fleeces/jackets in good condition or awareness campaign shirts as defined previously in this article.
 - c. The following items are not considered appropriate at any time:
 - i. Shorts or culottes
 - ii. Spandex
 - iii. Mini skirts
 - iv. Halter tops
 - v. Tank tops
 - vi. T-shirts other than issued logo or campaign shirts
 - vii. Low cut shirts or blouses
 - viii. Sweatpants/workout pants/yoga pants
 - ix. Pajama pants
 - d. Any other article of clothing agreed upon by management and the union.
 - e. For occasions that require media or dignitary visits management will notify affected Bargaining Unit Members that the issued polo will be the uniform shirt of the day at least one day prior to the shift.

Section 3.

Use Requirement. EMS/ECC Bargaining Unit Members are required to use all issued equipment, uniforms, and boots as defined by department guidelines. As new uniform options may be considered, explored or added, the Union and Management through mutual agreement prior to implementation.

Section 4. Uniform Maintenance.

- a) All issued uniforms shall be maintained in a clean and serviceable manner. EMS Bargaining Unit Members are required to carry an extra class D uniform in the ambulance each shift in case of contamination.
- b) EMS Bargaining Unit Members shall utilize EMS Support Services to handle orders for Department-issued replacement uniforms and related safety gear, ECC Bargaining Unit Members shall email their Shift Captain for Department-issued replacement shirts and equipment
- c) Biohazard cleaning/decontamination of uniforms shall be completed in accordance with department guidelines, including the use of laundry facilities at EMS stations.

Section 5. Hair and Grooming Standard.

- a) Bargaining Unit Members Hair shall be worn to the general shape of the head and must be tied back to ensure compliance and to avoid interfering with patient care, wearing protective equipment or creating a safety hazard. Hair ornaments such as ribbons shall not be worn. Pins, combs, or barrettes may be worn as long as they are of black or dark blue in color. Hair shall

present a neat, clean, well-groomed, and professional appearance and will not interfere with patient care or the proper wearing of regulation headgear nor impede the donning/utilization of any equipment and/or accomplishing any function that a healthcare professional may be required to perform or create a safety hazard. Hair will not be dyed an unnatural color such as blue, purple, green, etc. Hair will not be worn in a fad style such as a Mohawk or sculptured style. All facial hair shall be neatly trimmed, and all EMS Bargaining Unit Members shall not be longer than one-quarter inch (1/4") in length.

- b) EMS Bargaining Unit Members shall complete the annual N-95 Fit Test, with or without facial hair. Employees with facial hair and unable to pass the N-95 Fit Test shall be clean-shaven for the second attempt for annual fit testing.
- c) The above notwithstanding, hairstyle and choices shall not interfere with the proper wearing of safety and occupational equipment.

Section 6. Jewelry.

- a) EMS Bargaining Unit Members are to refrain from wearing jewelry while on-duty, except as described below. Jewelry normally worn above the neck or other visible body piercing (including a single nose and tongue) must be post-style or clear/flesh-colored. Two pair of post style earrings, not to extend below the earlobe. If earrings are worn, they shall be worn as a matched set, with one in each ear.
- b) One necklace or chain may be worn about the neck as long as it is of such design that under no circumstances will it extend out of the clothing so as to interfere with patient care or create a safety hazard. EMS Bargaining Unit Members will be permitted to wear one bracelet in addition to a wristwatch while on duty. Rings may be worn on the hand, as long as they do not project out in such a manner that would interfere with the wearing of protective gloves or interfere with patient care or create a safety hazard or risk damage to the jewelry.
- c) ECC Bargaining Unit Members are prohibited to wear piercing jewelry around the mouth area including the tongue, lip or palate while in the workplace. Jewelry (i.e. rings, necklaces, chains, bracelets, etc.) that may become disruptive, interferes with the work environment, or entangled in equipment in the workplace shall be prohibited.

Section 7. Body Art.

- a) Manatee County EMS/ECC desires to present a professional, respectful and consistent image when performing its function for the diverse group of citizens and visitors it serves and interacting with the various medical and other professionals and officials it interacts with. No Bargaining Unit Member shall have tattoos or body art on his/her head, neck or face. Employees hired by the County with existing head, neck or face tattoos from the effective date of this agreement shall be grandfathered from this section. Any visible tattoo or body art shall be tasteful and non-offensive to the reasonable person.
- b) EMS / ECC Bargaining Unit Members shall not intentionally alter or modify any part of their bodies in order to achieve a visible, physical effect that disfigures, deforms or otherwise detracts from a professional image while in uniform. Examples of prohibited body modifications include (but are not limited to) tongue splitting or forking, tooth filing, residual piercing holes to include "gauging" (large enough to where you can see day light) and disfiguring skin implants.

Section 8. Miscellaneous.

- a) EMS Bargaining Unit Members Fingernails shall be trimmed to avoid puncture of exam gloves and/or injury to self or patient. Sunglasses and/or eyeglasses worn while in uniform shall be conservative. EMS Bargaining Unit Members are expected to practice a high level of personal hygiene throughout their shift. EMS/ ECC Bargaining Unit Members will not wear any other accessories that will discredit or cause embarrassment to the Department while in uniform.
- b) Personal accessories worn or used while on duty are the sole responsibility of the employee. Manatee County will not be responsible for the replacement/repair of personal items that are lost or damaged during the course of duty.

ARTICLE TWENTY-ONE DISCIPLINE

Section 1. Corrective Action Concept.

The County and the Union recognize the intent of corrective action is to remedy employee performance problems and modify behavior in order to promote the achievement of excellent performance. While the County will attempt to accomplish those objectives through non-disciplinary means including but not limited to training and education, the County reserves the right to issue disciplinary action, up to and including discharge. All such disciplinary action shall be supported by factual just cause. When determining the level of discipline to impose, the County shall follow its progressive discipline policies so as to ensure fairness and consistency in the process. However, the step at which progressive discipline begins and the exact level of discipline imposed may vary depending on the severity of the conduct.

Section 2. Investigation Interviews.

- a) To the extent required by the Public Employee Relations Act, Bargaining Unit Members shall be entitled to request a representative during any part of an investigatory meeting or interview with a member of the chain of command where the questions may reasonably lead to the issuing of discipline to the Bargaining Unit Member. The member may request such representative as he/she desires, and the County shall grant a reasonable time frame for such representation to be available; but the County shall not be required to indefinitely suspend investigatory interviews awaiting representation to arrive if exigent circumstances such as health, safety or welfare or loss of evidence require proceeding. The Union has the responsibility to ensure Stewards or other representatives are available during business hours to respond to such requests in a timely manner, and shall provide and regularly update Bargaining Unit Members with lists of persons willing to act as representatives. While a representative may act as such while he/she is on duty, he/she may not do so without coordinating with the Union and the Assistant EMS chief of Operations (or equivalent position or higher) to ensure such service does not place a unit out of service. Service as a representative shall not be compensable when it is performed during off duty times. If a Bargaining Unit Member acts as a representative while on duty, he/she may record the time spent as hours worked. The representative's role in an investigatory meeting is not to defend the member or act as their advocate, but to assist and counsel the member during the interview. The representative may speak privately with the member before the interview. The representative may make relevant comments, but may not disrupt the meeting nor answer the questions posed to the member. During the questioning, the representative may ask for a question to be clarified, and may ask the interviewer(s) not to abuse or intimidate the member. The representative may advise the member how he/she might answer a question. The right to request the presence of a representative is not applicable when management is issuing a disciplinary action, nor when a member of the chain of command engages in performance counseling or reviews.
- b) A Bargaining Unit Member must cooperate with and respond to any investigatory interview questions put to him/her. However, if the member requests a representative and the interviewer does not afford a reasonable opportunity for a representative to respond, then no responses to that interviewer of the member thereafter may be used by the County to support a disciplinary action. Should a Bargaining Unit Member refuse to obey a direct order to respond to a question during an investigatory interview, such a refusal will subject the member to disciplinary action for refusal to cooperate with an investigation.

Section 3. Steps.

- a) Step 1 - Oral Counseling or Warning. Progressive discipline may begin with an informal discussion between the supervisor and the member.
- b) Step 2 - Written Counseling or Warning. Upon recurrence of a minor violation, the supervisor issues a written warning or counseling to the member on the appropriate County form. A copy of the counseling/warning, together with a copy of the member's response (if any) will be sent to Human Resources for inclusion in the member's official personnel file.
- c) Step 3 - Written Discipline Notice, Demotion, or Suspension without Pay. Upon the occurrence or recurrence of a serious violation, the department director may discipline the member with a written notice, demotion or suspension without pay. These measures are coordinated with Human Resources. Discipline actions shall be taken through issuance of a notice of discipline on the form promulgated by the County's Human Resources Department for that purpose, and once given to the member will be sent to Human Resources for inclusion in the member's official personnel file
- d) Step 4 - Discharge. Upon the occurrence or recurrence of a serious violation, the department director may decide to discharge the member. Documentation associated with discharge will be included in the member's official personnel file.

Section 4. Notice of Disciplinary Action.

Process and Content: Notices of disciplinary actions shall be issued in writing. Each such written notice shall be issued as soon as practicable and identify the reason(s) for and effective date of the action.. So as to avoid unreasonable delays in reaching final decisions concerning discipline and resulting delays in the ability to appeal same, the Public Safety Director shall investigate disciplinary matters and reach decisions concerning discipline of Bargaining Unit Members in an expeditious manner taking into consideration the complexity of the matter, the availability of witnesses and other needed evidence, and the cooperation (when relevant) of the member and/or Union. Should an investigation take longer than twenty (20) business days, the County shall notify the Union. When relying on prior disciplinary notices in determining violation of policy and/or the level of discipline issued, the Public Safety Director shall take into account the age of such prior notice(s), whether prior violations were isolated or of a repetitive nature, and whether the Bargaining Unit Member was specifically warned that a subsequent violation would result in a given level of discipline. Where the action taken is termination, the director shall copy the Bargaining Unit's President on the transmission letter, following confirmation or receipt by the Bargaining Unit Member. Absent extraordinary factors calling for a different method, department management shall make every attempt to discuss discipline notices with the Bargaining Unit Member in a private setting so as to preserve the member's dignity and avoid unnecessary embarrassment.

Section 5. Restoration Upon Exoneration.

In any case wherein the director places a Bargaining Unit Member on unpaid administrative leave pending a disciplinary investigation, and the investigation concludes without discipline being issued or which results in a disciplinary action less than a termination, such member shall receive retroactive payment of his/her lost wages and restoration of seniority as a result of said administrative leave with the exception of any dates designated as a disciplinary suspension in the resulting notice of disciplinary action.

ARTICLE TWENTY-TWO REDUCTION IN FORCE AND RECALL

Section 1.

Should reductions in force (layoffs) of Bargaining Unit Members occur, they will, except as may be required to comply with any state or federal law concerning veterans, begin with probationary employees within affected rank and then by reverse order of Division seniority within affected rank.

Section 2.

Bargaining Unit Members who are scheduled for layoff shall not have “bumping rights” to other positions in any County department. However, where the County is able to forecast a layoff in advance, the County may establish a time period wherein Bargaining Unit Members subject to a pending layoff will be permitted to apply for open positions in another County department for which they are qualified. During this period, such Bargaining Unit Members shall, when being considered by interviewing departments, receive preference in hiring where they are otherwise equally qualified with other candidates. Nothing herein, however, is intended to require the hiring of any such Bargaining Unit Member by a department where another candidate is determined to be more qualified for the position by the person making the hiring decision.

Section 3.

Bargaining Unit Members scheduled for layoff may, if offered by the County, elect to accept transfer to vacant County positions for which they are qualified. Such transfer offers may be made at the discretion of the County and must be accepted by the Bargaining Unit Member within three (3) days of receipt of the written offer. The Bargaining Unit Member’s pay rate would be adjusted in accordance with policy in the same manner as any other County employee transferring due to layoff. Bargaining Unit Members who accept a transfer offer under this paragraph shall not be further entitled to recall to their prior position.

Section 4.

The Human Resources Department shall make reasonable efforts to provide outplacement assistance and services to laid-off Bargaining Unit Members not able to remain in the County’s employ.

Section 5.

A recall list shall be maintained by the County for a period of one year from the date of layoff.

Section 6.

As positions in their rank become available, the County shall offer these positions based on rank and seniority to Bargaining Unit Members on layoff status.

Section 7.

Recall notices shall be sent via certified mail to the last known address on file and the recalled Bargaining Unit Member shall have three (3) days to contact Human Resources to accept the offered position. It is the responsibility of each Bargaining Unit Member to maintain a current address with Human Resources.

Section 8.

Bargaining Unit Members shall have twenty-one (21) days from the date notification is mailed to report for duty. Bargaining Unit Members with a documented qualifying event under FMLA as of the date of recall may request a delay in starting work not to exceed thirty (30) calendar days from the date notification to report for duty is mailed.

Section 9.

Bargaining Unit Members on layoff status shall be responsible for maintaining all necessary licenses and certifications to perform in their positions and shall be deemed ineligible for recall and reinstatement if licenses and certifications are not current on the “report for duty” date.

Section 10.

Bargaining Unit Members on layoff status may voluntarily and at no cost attend training classes offered by the EMS/ECC Divisions in order to maintain required licenses or certifications. Such members shall not be compensated for said training, shall not be considered as performing hours worked and shall not be considered volunteers during such training courses.

Section 11.

A Bargaining Unit position shall not be filled by a new hire during any recall list period unless the relevant list of Bargaining Unit Members eligible for recall on the list have been exhausted either by waiver, reinstatement, or disqualification.

Section 12.

Bargaining Unit Members recalled to duty shall have their previous dates of hire and rate of pay restored including vacation and sick leave accrual rates and any unpaid sick leave balances in effect at the time of their layoff.

ARTICLE TWENTY-THREE GRIEVANCE AND DISPUTE RESOLUTION

Section 1. Purpose.

Pursuant to the requirements of Florida Statutes § 447.401, the Parties hereby adopt the following grievance procedure for resolving disputes that involve the interpretation or application of this Agreement or any policy or procedure with a terminal step involving a binding disposition by an impartial arbitrator.

Section 2. Grievance Definition.

For the purpose of this Agreement, a “grievance” is defined as a dispute, claim, or complaint that any Bargaining Unit Member or group of Bargaining Unit Members may have as to the interpretation, application, and/or alleged violation of the express provisions of this Agreement. All grievances are subject to the procedure set forth in this Article. There is no duty to process any grievance based on facts or circumstances that occurred prior to the execution of this Agreement or after the expiration of this Agreement.

Section 3.

Right to Proceed Individually, to Elect Process and Right of Union not to Represent.

Nothing in this Agreement shall be construed to prevent any Bargaining Unit Member from presenting and processing, at any time, his/her own grievance in person or by a representative, and having such grievances adjusted without the intervention of the bargaining agent and/or by use of an alternative County grievance process not set forth herein where the County agrees to provide full access to such alternative process all the way through to its terminal steps. A copy of all grievance resolutions shall be forwarded by the County to the Union’s Chief Steward within ten (10) business days.

Section 4. Right to Representation During Grievance Process.

If the aggrieved Bargaining Unit Member requests in person assistance of Union representatives in the processing of any grievance, it is the responsibility of the aggrieved Bargaining Unit Member to timely notify the desired Union representative of the request, and while the County will make reasonable attempts to coordinate with the Union the date and times of meetings or phone conferences at which any phase of the grievance process is to be discussed with the aggrieved Bargaining Unit Member, the County shall not be required to unreasonably delay any meeting set with the aggrieved Bargaining Unit Member during any step of the grievance process to allow for the participation of the Union representative.

Section 5. Informal Resolution.

The Parties will make a reasonable effort to resolve all grievances as soon as possible. The Union or aggrieved Bargaining Unit Member may abandon or resolve a grievance. Grievance resolutions shall be non-precedent setting and shall not be offered as precedential or as substantive evidence in any subsequent grievance unless the Union and the County mutually agree in writing that the grievance is precedent-setting.

Section 6. Content of Written Grievance.

- a) All grievances must be in writing and must contain all of the following information:
 - a. Specific Article(s) and Section(s) of the Agreement, policy or procedure alleged to have been violated;
 - b. A full statement of the grievance, including facts, dates, times of events, names of

witnesses and specific details of the alleged violation(s);

- c. A statement explaining how the alleged facts constitute a violation of the specific Articles(s) and Sections(s) of the Agreement, policy or procedure identified in subparagraph (i);
- d. A statement identifying the remedy provided for in the Agreement, policy or procedure;
- e. Signature of the aggrieved Bargaining Unit Member showing date grievance was filed; and
- f. If the aggrieved Bargaining Unit Member requests Union representation, signature of a Union representative who is a designated officer or steward.

- b) Any grievance not containing all of the above information will be rejected as incomplete. Thereafter, the grievance may be amended to add facts and records developed after the date the initial grievance was filed.

- c) Bargaining Unit Members should avoid breaking related matters up into different grievances and put careful thought into crafting a grievance and into recounting each and every allegation of violation in their initial grievance.

- d) To the extent two or more grievances filed within thirty (30) days of each other appear on their face to be grieving the same thing, such grievances may be consolidated into a single grievance resulting in a single resolution.

Section 7. Grievance Procedure.

Grievances shall be processed in accordance with the following procedure:

- a) Informal Step: The aggrieved Bargaining Unit Member or Union representation shall consult with the aggrieved party's EMS Shift Commander or ECC Shift Supervisor within three (3) business days of the occurrence. The consultation shall be informal for the purpose of settling differences in the simplest and most effective manner. Bargaining Unit Members shall work in good faith with their EMS Shift Commander or ECC Shift Supervisor for speedy resolutions of their problems or concerns. The fact that the consultation occurred and the results of the consultation must be documented in writing with a copy provided to the aggrieved party and a copy retained by the EMS Shift Commander or ECC Supervisor.
- b) Step 1: If the grievance is not resolved at the Informal Step, the aggrieved Bargaining Unit Member or Union representative shall present his/her grievance in writing to the EMS/ECC Chief within ten (10) business days of the consultation with the supervisor. The EMS/ECC Chief may conduct a meeting with the aggrieved Bargaining Unit Member and his/her representative. The EMS/ECC Chief shall notify the aggrieved Bargaining Unit Member of his/her decision in writing within ten (10) business days from the date the EMS/ECC Chief received the written grievance.
- c) Step 2: If the grievance is not resolved at Step 1, the aggrieved Bargaining Unit Member or Union representative may advance the grievance to Step 2 by submitting the initial written grievance, the written decision of the EMS/ECC Chief (if one was provided), and a statement explaining why the aggrieved party disagrees with the EMS/ECC Chief's decision, to the Public Safety Director within ten (10) business days after receipt of the Step 1 response. The aggrieved party may not ask EMS/ECC management to forward the required documents on his/her behalf. The Public Safety Director shall investigate the grievance and may conduct a meeting with the aggrieved Bargaining Unit Member and his/her representative. The Public Safety Director shall

notify the aggrieved Bargaining Unit Member and Union of his/her decision in writing within ten (10) business days from the date the Public Safety Director received the written grievance.

- d) Step 3: If the grievance is not resolved at Step 2, the aggrieved Bargaining Unit Member or Union representative may advance the grievance to Step 3 by submitting the initial written grievance, the written decision of the Public Safety Director (if one was provided), and a statement explaining why the aggrieved party disagrees with the Public Safety Director's decision, to the Human Resources Director within ten (10) business days after receipt of the Step 2 response. The aggrieved party may not ask EMS/ECC or County management to forward the required documents on his/her behalf. The Human Resources Director or designee shall investigate the grievance and may conduct a hearing or a meeting with the aggrieved Bargaining Unit Member and his/her representative. The Human Resources Director or designee shall notify the aggrieved Bargaining Unit Member and Union of his/her decision in writing within ten (10) business days from the date the Human Resources Director received the written grievance.
- e) Step 4: If the grievance is not resolved at Step 3, the aggrieved Bargaining Unit Member or Union representative may advance the grievance to Step 4 by submitting the initial written grievance, the written decision of the Human Resources Director (if one was provided), and a statement explaining why the aggrieved party disagrees with the Human Resources Director's decision, to the County Administrator within ten (10) business days after receipt of the Step 3 response. The aggrieved party may not ask EMS/ECC or County management to forward the required documents on his/her behalf. The County Administrator or designee may conduct a meeting with the aggrieved Bargaining Unit Manager and his/her representative. The County Administrator or designee shall notify the aggrieved Bargaining Unit Member and Union Steward of his/her decision in writing within ten (10) business days from the date the County Administrator received the written grievance.
- f) Step 5. If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration by submitting a written request notification to the County's Human Resources Director within (14) calendar days after receipt of the Step 4 Response. A Bargaining Unit Member may not submit a grievance to the arbitration process without the Union's written consent.

Section 8. Time Limits Observed

The time limits set forth herein shall be strictly enforced, and may only be extended by mutual agreement of the Parties in writing. If the aggrieved Bargaining Unit Member or Union Steward fails to advance the grievance within the time limits prescribed herein, the grievance shall be considered settled at the last level considered. A grievance not answered by the County within the prescribed time limits at any step shall be considered a denial of the grievance as of the day on which the response was due, and the aggrieved Bargaining Unit Member or Union may timely advance the grievance to the next step. Notwithstanding any provision to the contrary, the Parties may agree in writing to elevate any grievance to arbitration (Step 5) without proceeding through each previous step set forth in Section 7 of this Article.

Section 9. Arbitration.

Any dispute, claim, or grievance arising from or relating to the interpretation or application of this Agreement shall be submitted to binding arbitration in accordance with the following procedures.

- a) The Parties shall request a panel of seven (7) arbitrators, with a "metropolitan" geographic designation, from the Federal Mediation and Conciliation Service (FMCS).

- b) The Union and County shall each strike one (1) name from the panel of seven (7) provided by FMCS in successive rounds until one (1) name is left remaining. The remaining name shall preside over the arbitration. The first Party to strike a name shall be determined by the winner of a coin flip and the Parties shall alternate strikes thereafter.
- c) This process shall be repeated for each grievance elevated to arbitration (Step 5).

Section 10. Rules Applicable to Arbitration Process.

The following rules are applicable to the arbitration process:

- a) Pursuant to Florida Statutes § 447.401, the arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
- b) The arbitrator shall have no power to establish wage scales, rates of pay for new jobs, or to change any wage, except when the wage being paid is in violation of the Agreement, or when he/she is otherwise specifically empowered to do so by both parties.
- c) The arbitrator shall have no jurisdiction over and has no authority to apply or interpret any state, local or federal law or administrative regulation unless expressly authorized to do so in this Agreement.
- d) The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined herein and which comply with the requirements of the time limits, requirements concerning the submission of written and complete grievance forms, and all other procedural requirements established by this Article.
- e) The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the last written grievance submitted to the County in the grievance process.
- f) The arbitrator shall not receive into evidence nor rely on any past practices that occurred prior to the execution date of the 2016 Agreement between the County and the Union. The Florida Rules of Evidence and Civil Procedure, as determined by Florida's courts to apply to quasi-judicial proceedings, shall apply in arbitrations under this Agreement.
- g) The arbitrator shall not conduct independent factual research but shall base his or her decision upon the evidence and testimony admitted into evidence at the hearing.
- h) The grievant or Union shall have the opportunity to present his or her case first and shall carry the factual burden of proof. The Parties or their representatives shall have the right to make opening statements and closing arguments, to examine and cross-examine witnesses, and to offer documentary or other physical evidence.
- i) The arbitrator has no authority to award damages, interest, litigation fees or costs, or any other type of monetary award whatsoever. To the extent the arbitrator finds that a monetary allowance or wage is due to be paid to an employee, the arbitrator may calculate and specify the amount due in his or her order.

- j) The arbitrator shall not substitute his or her business judgment for that of the County, nor employ principles of equity in terms of resolving grievances.
- k) The arbitrator's order must, at a minimum, include distinct sections recounting the provision(s) of this Agreement being grieved, the legal and factual positions of the Parties, the arbitrator's findings of fact including the analysis used by the arbitrator to resolve conflicting testimony, the arbitrator's conclusions of law and the arbitrator's conclusion either denying the grievance or upholding the grievance. If, in any case where a grievance is upheld, the arbitrator does not grant the relief requested in the original grievance, he/she shall explain what if any relief the Agreement is being awarded.
- l) If the issue of whether the arbitrator has the authority under this Agreement to hear a grievance is raised by either Party, absent mutual agreement by the Parties to combine the issues, the arbitrator shall decide that issue first in a separate proceeding resulting in a separate written order before addressing the substantive merits of any grievance.

Section 11. Finality of Arbitrator's Decision.

The arbitrator's decision shall be final and binding on the Union, on all Bargaining Unit Members, and on the County; provided, however, that the arbitrator's decision is within the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

Section 12. Arbitration Costs.

- a) The Parties shall equally share responsibility for the cost of requesting the panel of arbitrators from FMCS.
- b) Except as expressly provided herein, the prevailing party on significant issues shall not be responsible for the fees and costs of the arbitration. The arbitrator shall render a copy of his or her final invoice to the losing Party, which shall be responsible for the invoice.
- c) Expenses incurred for witnesses, attorneys, and transcripts shall be borne solely by the Party requesting and/or using same.
- d) A Party who presents a pre-hearing motion (including but not limited to challenges to arbitrability of the issues presented) that is denied by the arbitrator shall be solely responsible for the arbitrator's fees and expenses related to the resolution of such pre-hearing motion.

ARTICLE TWENTY-FOUR BARGAINING UNIT MEMBERS COMPENSATION

Section 1. Base Wage Range Schedule.

The base wage range schedule for Bargaining Unit Members for fiscal year 2025 is depicted in the table below. Bargaining Unit Members within the Old P2 classification will be placed within the appropriate classification, as depicted in the table below.

Title	Annual Minimum	Annual Maximum
Paramedic/EMT	\$56,000	\$71,600
Charge Paramedic	\$68,000	\$85,819
Specialty Paramedic	\$72,000	\$94,400
Telecommunicator 1	\$56,000	\$68,000
Telecommunicator 2	\$63,000	\$78,500
Telecommunicator 3	\$70,000	\$86,500

Section 2. General Wage Increases.

- a) Effective the second pay period following the ratification of this agreement by both parties, Bargaining Unit Members will be adjusted to the annual minimum of their grade as follows:
 - a. Bargaining Unit Members with less than two years of service will receive the annual minimum of their grade.
 - b. Bargaining Unit Members with two to five (2-5) years of service will receive a two (2) percent above the annual minimum, or five (5) percent above current annual rate of pay, whichever is greater.
 - c. Bargaining Unit Members with six to ten (6-10) years of service will receive a four (4) percent above the annual minimum, or five (5) percent above current annual rate of pay whichever is greater.
 - d. Bargaining Unit Members with eleven (11) years of service or greater will receive a six percent (6) above the annual minimum, or five (5) percent above current annual rate of pay whichever is greater.
 - e. Additionally, effective the start of the first full pay period following ratification by both parties, Bargaining Unit Members will receive the following lump sum payment:
 - i. Non-Charge Classifications (EMTs/Paramedics/Telecommunicators) \$1000.00

- ii. Charge Paramedic/Specialty Paramedics/Senior Telecommunicators \$1500.00
- f. Effective the start of the first full pay period in October 2025FY26, Bargaining Unit Members shall receive a three percent (3%) cost of living wage adjustment.
- g. Effective the start of the first full pay period in October 2026FY27, Bargaining Unit Members shall receive a three percent (3%) cost of living wage adjustment.
- h. In lieu of County's Shift Differential Policy, Collective Bargaining Unit Members shall receive a one dollar (\$1.00) shift differential for all hours worked between 1900-0700.

Section 3. Bargaining Unit Member Credentialing Payment(s)

ECC Bargaining Unit Members who successfully credential as a Telecommunicator 2 and EMS Bargaining Unit Members who successfully credential with the Medical Director shall receive a one-time lump sum payment of \$2,500, excluding those who are sponsored by EMS division for paramedic certification.

Section 4. Bargaining Unit Members Merit/Performance-Based Compensation.

Effective the second pay period following the ratification for this agreement by both parties, Bargaining Unit Members shall be entitled to receive merit/performance-based lump sum payment for FY 24 EPE Evaluation based on the chart below. Bargaining Unit Members shall be entitled to receive Merit/Performance-Based Wage Adjustments effective the first pay period in January 2026 and 2027.

4.5-5.00	Distinguished Performance/Role Model	3.5%
3.5-4.49	Superior, Highly Effective	3.0%
2.5-3.49	Fully Successful Effective Performance	2.5%
1.5-2.49	Partially Successful Needs Improvement	1%
1.0-1.49	Unacceptable Performance	0%

Section 5. Starting Wages

All newly hired Bargaining Unit Members shall receive the minimum of the base wage range schedule in effect at the time of hiring commensurate with his/her qualifications for a position, not to exceed the annual salary of an existing Bargaining Unit Member with comparable experience.

Section 6. Payment for Overtime.

Bargaining Unit Members working an unscheduled overtime shift (either voluntary or mandatory shifts) shall be paid at the following rates:

12-Hour shift One and one half (1.5) times his/her base hourly wage

24- Hour shift Two (2.0) times his/her base hourly wage

Section 7. Emergency Call Back / State of Emergency Pay

Should an emergency arise, the Union shall be advised as soon as possible of the nature of the emergency. In the case of an emergency, as declared by the County, employees shall be required to report to duty in accordance with the provisions of General Order 307. Except for those employees who are overtime-exempt pursuant to the Fair Labor Standards Act, employees who are required to remain on duty and/or are called back to duty for a declared state of emergency by the County shall be compensated at a rate two (2.0) times his/her base hourly wage.

Section 8. County Employee Longevity Bonus Program

Following the ratification of this agreement by both parties, Bargaining Unit Members will be eligible for a structured bonus payment system to recognize and reward the long-term service commitment of County employees through milestone-based lump sum payments (Payment is processed first pay period in December 2025, 2026, and in the following the Bargaining Unit Members anniversary year).

Bonus Payment Schedule

5-Year Service Milestone

- One-time lump sum payment: \$500
- Payment is processed first pay period in December following the anniversary year.

10-Year Service Milestone

- One-time lump sum payment: \$1,000
- Payment is processed first pay period in December following the anniversary year.

15-Year Service Milestone

- One-time lump sum payment: \$1,500
- Payment is processed first pay period in December following the anniversary year.

20-Year Service Milestone

- One-time lump sum payment: \$2,000
- Payment is processed first pay period in December following the anniversary year.

25-Year Service Milestone

- One-time lump sum payment: \$2,500
- Payment is processed in the anniversary month pay period

30-Year Service Milestone

- One-time lump sum payment: \$3,000
- Payment is processed in the anniversary month pay period

Eligibility Requirements

1. Bargaining Unit Member must be in active pay status at the time of payout
2. Performance evaluation must meet "Fully Successful Effective Performance" (2.5) or higher
3. Service years must be consecutive as defined in General Orders
4. Approved leaves of absence do not interrupt service continuity
5. Part-time Bargaining Unit Members are not eligible for the Longevity Bonus Program

Administrative Procedures

1. Payments will be processed in accordance with regular payroll schedules
2. Human Resources will track service anniversaries and initiate the payment process

Integration with Other Contract Provisions

- a. Longevity Payment Bonus Programs are separate from and in addition to:
 - i. Merit/Performance-Based Increases (Section 4)
 - ii. General Wage Increases (Section 2)
 - iii. Credentialing Payments (Section 3)
- b. Payments will be calculated using base hourly rate after any applicable cost of living wage adjustments

Section 9. Alternate Field Training Officers (FTOA)

In lieu of the County's Additional Duty Pay Policy, Collective Bargaining Unit Members shall receive \$1.75 stipend for each hour they are working as an Alternate Field Training Officer.

Section 10. Language Incentive

Effective ratification of this agreement by both parties, the payment for the language incentive will sunset.

ARTICLE TWENTY-FIVE SPECIALTY CHARGE PARAMEDICS

Section 1. General.

- a) To the extent the County continues to participate in or operate a specialty Charge Paramedic or Telecommunicators team or program pursuant to an Agreement with other entities, or the expansion of existing specialized services within the EMS or ECC Divisions, this Article is intended to provide for the unique circumstances of Bargaining Unit Members employed in such Specialty Charge Paramedic or Telecommunicator positions.
- b) Specialty Charge Paramedic positions shall include Charge Paramedics, SWAT, Specialty Paramedic, Field Training Officer, and any other Charge Paramedics who are required to assume additional duties outside the scope of a Charge Paramedic, and who complete additional training, certifications, or physical requirements beyond those required for a Charge Paramedic in order to satisfy the qualifications established either by the County in the form of an approved job description or by a separate entity that has entered into an Agreement with the County, as determined by management.
- c) Specialty Telecommunicators positions include Telecommunicator 3, who are required to assume additional duties outside the scope of a Telecommunicator 2, and who complete additional training and certifications in order to satisfy the qualifications established either by the County in the form of an approved job description or by separate entity that has entered into an agreement with the County as determined by management.
- d) Senior Telecommunicators currently receiving additional duty incentive pay (\$0.60 hourly) for CTO and QAQU responsibilities may maintain additional duty pay in the Telecommunicator 2 classification.
- e) ECC Bargaining Unit Members who are currently designated as CTO and QAQI who are performing both functions shall move into the Specialty Telecommunicator Classification and any newly promoted Telecommunicator 3 shall maintain dual CTO and QAQI functions.

Section 2. Selection Process.

- a) Application Review – Must meet minimum qualification in the job description
- b) Specialty Paramedic Field Training Officer and Alternate Field Training Officer
 - a. Qualification sheet – Points awarded based on education and desired instructor certifications. See “Credential/Education Score Sheet”.
 - b. Skill stations – Minimum 3 skills stations in which the applicant will have to demonstrate proficiency.
 - c. Teaching project based on Manatee County Community Protocols. Topic TBD per occurrence of testing. Include an outline and PowerPoint presentation at a minimum.
 - d. 20-minute presentation to review board of 2.c.3 above.
 - e. Employee interaction scenario – Live action scenario that could include mentoring, instruction, remediation, evaluation, or review of employees/trainees.

- f. Oral Interview, minimum 10 questions but no more than 15
- g. Medical Director approval.

<u>Credential/Education Score Sheet</u>	<u>100 points max</u> <u>Points distributed per item</u>
<u>Teaching Project including Presentation</u>	<u>300 points max</u> <u>PowerPoint 100</u> <u>Outline 100</u> <u>Presentation 100</u>

<u>Skill Station Proficiency / Training</u>	<u>300 points max</u> <u>Skill 1 100</u> <u>Skill 2 100</u> <u>Skill 3 100</u>
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<u>Employee Interaction Scenario</u>	<u>300 points max</u> <u>Evaluator 1 – 100</u> <u>Evaluator 2 – 100</u> <u>Evaluator 3 - 100</u>
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<u>Oral Interview</u>	<u>300 points max</u> <u>Each question worth 20 to 30 points depending on number of questions (10 to 15)</u>
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<u>Medical Director Approval</u>	<u>Yes/No</u> <u>Lack of approval from Medical Director results in disqualification*.</u>
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*If the Medical Director denies the FTO candidate, a coaching session will occur, along with identification of areas that need to be improved

- b) Telecommunicator 3
 - a. Qualification sheet- Points awarded based on education and desired instructor certifications. See “ECC Credential/Education Score Sheet”.
 - b. Skill Stations- Minimum 3 skills stations in which the applicant will have to demonstrate proficiency.
 - c. Teaching project based on International Association of Emergency Dispatch Protocols. Topic TBD per occurrence of testing. Include outline and PowerPoint presentation at a minimum.
 - d. 20 Minute presentation to review board of 2.d.3 above
 - e. Employee interaction scenario – Live action scenario that could include mentoring, instruction, remediation, evaluation or review of employees/trainees.
 - f. Oral interview, minimum 10 questions but no more than 15.
- c) Telecommunicators currently designated as a Certified Training Officer (CTO) and Quality

Inspector (QAQI)) shall keep their current title.

- d) Specialty Paramedic SWAT
 - a. Process to be determined by the Manatee County Sheriff's Office and management.

Section 3. Specialty Charge Paramedics/Telecommunicators other than SWAT.

- a) Assignment and Regulation. Bargaining Unit Members hired as or transferring into the position of Specialty Charge Paramedic will serve rotations at stations(s) determined by management and the separate governmental agency if an interlocal agreement exists and agreed upon by the Union. To the extent the conduct or regulation of County personnel (including command structure, conduct while functioning within a separate governmental agency station and/or apparatus) is provided for within the Interlocal Agreement, the terms of that Agreement must be adhered to by both the County and the Specialty Charge Paramedics serving rotations at the other entities' station.
- b) Vacation Bidding. Specialty Charge Paramedics will bid for vacation times at the same time other EMS Division Bargaining Unit Members bid for vacation in accordance with the provisions of Article 10. Telecommunicator 3 will bid for vacation at the same time other ECC Bargaining Unit Members bid for vacation in accordance with Article 10.

Section 4. SWAT Charge Paramedics.

- a) Assignment. Bargaining Unit Members assigned to the SWAT Paramedic Team will serve as a call up requested resource by the Manatee County Sheriff's Office SWAT Commander. SWAT Paramedics will train as directed by the SWAT Commander. Each training assignment period will begin with the SWAT Paramedics reporting to the PSC at 07:00 (or as directed by the EMS Chief). This will provide a developmental period to begin the SWAT Medical Plan.
- b) SWAT Equipment. When a Bargaining Unit Member is working in an active EMS role, all specialized equipment issued by MCSO and utilized by the SWAT Paramedic will be secured in an approved and issued equipment vault or an approved weapons vault.

ARTICLE TWENTY-SIX _ INTENTIONALLY LEFT BLANK

ARTICLE TWENTY-SEVEN LOST OR DAMAGED EQUIPMENT

Section 1. Responsibility

The parties agree that Bargaining Unit Members are responsible for equipment that is lost or damaged due to misconduct or misuse of the equipment on the part of the Bargaining Unit Member. Lost and damaged equipment as a result of traffic accidents are included in the purview of this article. The parties agree that a Bargaining Unit Member may be required to pay up to a maximum of \$500 for the actual or lost damaged equipment per event (i.e. vehicle accident where vehicle and equipment are damaged), but not the labor required to repair or replace said items, that is lost or damaged due to misconduct or misuse of the equipment on the part of the Bargaining Unit Member. For purpose of this Article, "equipment" is defined as county property or issued item with an asset number or greater value than five hundred dollars (\$500). The amount to be paid may not exceed the value of the item. The County will set up a repayment plan in the form of payroll deductions not to exceed one hundred dollars (\$100) per pay period.

Section 2. Determination of Cause

The Labor-Management Committee will investigate and determine the level of responsibility of the Employee who lost or damaged the equipment. The committee, made up of an equal number of unions and management members designated by each party, will investigate and make the determination based on a simple majority vote of the committee. If a majority cannot be reached, then the committee's position will be forwarded to the EMS/ECC Chief for final decision. A majority decision by the committee shall not be subject to the grievance process. A decision by the EMS/ECC Chief shall be subject to the grievance process.

Section 3. Levels of Responsibility

- a) Willful Misconduct
 - a. The damage or loss of equipment was the result of willful misconduct on the part of the Employee.
 - b. The incident may also result in disciplinary action, including dismissal. The monetary repayment plan will be considered as part of the disciplinary action.
- b) Failure to Take Reasonable Precaution
 - a. The damage or loss of equipment was caused by the Employee failing to take reasonable precautions to prevent the incident, but no willful misconduct existed.
 - b. The incident may result in disciplinary action including a suspension, reprimand, or retraining. A monetary repayment plan will also be considered as part of the disciplinary action.
- c) Extenuating Circumstances
 - a. The damage or loss of equipment was caused by the Employee failing to take reasonable precautions, but extenuating circumstances existed which made the loss or damage very difficult to prevent.
 - b. The incident may result in disciplinary action including a reprimand or re-training. In extenuating circumstances, the Employee will not be responsible for monetary damages.

- c. If action is not warranted because of extenuating circumstances that are outside the employee's control, no disciplinary action will be taken, and the employee will not be responsible for monetary damages.

ARTICLE TWENTY-EIGHT SAVINGS CLAUSE

Section 1.

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.

In the event of invalidation of any article or section as contemplated above, the Parties agree to meet within thirty (30) days after such determination has become final and all time for appeal has passed, for the purpose of negotiating a replacement for such article or section.

ARTICLE TWENTY-NINE ENTIRE AGREEMENT

Section 1.

The Parties acknowledge that this Agreement constitute the entire agreement between them and that it supersedes any and all prior agreements, both written and oral, which may have existed concerning the matters addressed herein.

Section 2.

The Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this Agreement, unless otherwise provided for herein.

ARTICLE THIRTY EFFECTIVE DATE AND TERM

This Agreement shall take effect the first payroll period start date after ratification by the Manatee County Board of County Commissioners and shall continue in full force and effect, except as otherwise provided herein, until its expiration date of midnight, September 30, 2027.

IN WITNESS HEREOF, the Parties, by their respective acts of ratification, have caused this Agreement to be executed by their duly authorized representatives on the dates noted below.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

For the Union:

By: 
Kenneth Rodriguez (May 23, 2025 15:16 EDT)

Printed Name: Kenneth Rodriguez

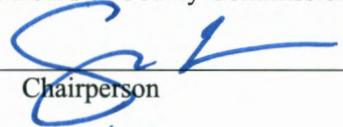
Title: President IAEP 747

Date: 5/23/25



MANATEE COUNTY, FLORIDA
A political subdivision of the State of Florida

By: its Board of County Commissioners

By: 
Chairperson

Date: 6/17/25

ATTEST: ANGELINA COLONNEZO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: 
Deputy Clerk

APPROVED in Open Session

6/17/2025

Manatee County Board of County
Commissioners



June 17, 2025 - Regular Meeting

Subject

Ratification of Collective Bargaining Agreement between Manatee County and the International Association of EMT's and Paramedics, Local R5-747, James Crutchfield, Deputy Director of Public Safety

Category

CONSENT AGENDA

Briefings

All

Contact and/or Presenter Information

Jodie Fiske, Director of Public Safety x1639

James Crutchfield, Deputy Director of Public Safety x1648

Sean Dwyer, EMS Chief x1668

Action Requested

Motion to ratify and authorize the Chairman to execute the collective bargaining agreement between Manatee County and the International Association of EMTs and Paramedics, a Division of the National Association of Government Employees, Local R5-747

Enabling/Regulating Authority

Florida Statutes 447.30

Applicable Advisory Board

N/A

Background Discussion

- Manatee County EMS voted in 2012 for representation by the International Association of EMT's and Paramedics, a division of the National Association of Government Employees, Local R5-747. The Public Employees Relations Commission certified this in Case No. RC-2012-016, E 2012-034, Cert. No. 1810, on January 4, 2013.
- The initial labor agreement was approved by the Board of County Commissioners on February 23, 2016, and expired on August 6, 2021.
- A subsequent agreement was completed and ratified on August 10, 2022 and expired September 30, 2024.
- If approved by the board, this contract would be the second successor labor agreement. The contract would be effective the first payroll period after ratification and expire at midnight on September 30, 2027.

- This is a 3-year agreement. Compensation over the next three years, including pay for performance increases are as specified in Article 24 of the Collective Bargaining Agreement.

Attorney Review

Other (Requires explanation in field below) Fields

Assistant County Attorney Deanne Fields advised the administration on the law, and assisted in the negotiation, drafting, and review of the terms of the final agreement

Instructions to Board Records [Emailed 6/20/2025](#)

Executed copies to:

James Crutchfield, Deputy Director Public Safety

Sean Dwyer, EMS Chief

Kate Barnett, Human Resources Director

Manatee County Clerk of Courts, Board Records

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

None



May 6, 2025 - Regular Meeting

Subject

Updates to Agenda - June 13, 2025

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext. 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated June 13, 2025) for the meeting of June 17, 2025:

INVOCATION

- Invocation led by Pastor Wende Thompson, Glory Cloud Ministries.

CONSENT AGENDA

Attorney

Item 4, Adoption of Resolution R-25-107, regarding Upper Manatee River Road from north of State Road 64 to Fort Hamer Bridge; Finding Public Purpose and Necessity; Authorizing Acquisition of Property; Delegating Authority; and Authorizing Commencement of Eminent Domain Proceedings and Utilization of Chapters 73 and 74, Florida Statutes

- This agenda item was updated with a revised Parcel Location Map.

Community and Veterans Services

Item 6, Adoption of Resolution R-25-119, authorizing execution of the Agreement for the Community Care for the Elderly (CCE) 25/26 grant funds; and Adoption of Budget Amendment Resolution B-25-083, Sarah Brown, Community and Veterans Services Director

- This agenda item was updated with the Budget Amendment Resolution B-25-083.

Item 7, Adoption of Resolution R-25-120, authorizing execution of Agreement for the Alzheimer's Disease Initiative (ADI) 25/26 grant funds; and Adoption of Budget Amendment Resolution B-25-082, Sarah Brown, Community and Veterans Services Director

- This agenda item was updated with the Budget Amendment Resolution B-25-082.

Item 8, Adoption of Resolution R-25-121, authorizing the execution of the Agreement for the Home Care for the Elderly (HCE) 25/26 grant funds; and Adoption of Budget Amendment Resolution B-25-084, Sarah Brown, Community and Veterans Services Director

- This agenda item was updated with the Budget Amendment Resolution B-25-084.

Item 9, Execution of Amendment 002 to the State FY 24/25 Home Care for the Elderly (HCE) Grant Agreement with Senior Connection Center, Inc.; and Adoption of Budget Amendment Resolution B-25-090, Sarah Brown, Community and Veteran Services Director

- This agenda item was updated with the Budget Amendment Resolution B-25-090.

Item 11, Execution of Amendment 015 to the Emergency Home Energy Assistance for the Elderly Program (E HEAP) Agreement EH-21/25-MAN between Manatee County and Senior Connection Center, Inc., and Adoption of Budget Amendment Resolution B-25-089, Sarah Brown, Director Community & Veterans Services Department

- This agenda item was updated with the Budget Amendment Resolution B-25-089.

Development Services

Item 13, Approval of Revised 2025 Board of County Commissioners Meeting Calendar, Bobbi Roy, Agenda Division Supervisor

- This agenda item was updated with the revised 2025 Meeting Calendar adding a Special Meeting on June 20, 2025, at 9:00 a.m., clarifying the Special Meeting on August 6, 2025 has been cancelled, and a Work Session has been added on August 20, 2025, at 9:00 a.m.

Item 14, Approval of Final Plat Firethorn, Phase IA, PDR-22-21/24-S-64(F), PLN2406-0186), Quasi-Judicial, Loretta Merrill, Senior Planner - District 1

- This agenda item was updated to delete Mortgagee's Joinder and Consents (Line Items 2 and 3 in strikethrough/underline format and renumbered) and revised Declaration of Covenants, Conditions, Restrictions and Easements for Firethorn Townhomes and Firethorn.

Financial Management

Item 15, Adoption of Budget Amendment Resolution B-25-081; and Budget Amendment Resolution B-25-092 for Infrastructure Sales Tax, Sheila McLean, Chief Financial Officer

- This agenda item was updated with the revised Budget Amendment Resolution B-25-081.

Item 69, Adoption of Resolution R-25-128, approving Payments In Lieu of Taxes for Certain Property Owned by the County's Utilities System, Sheila McLean, Chief Financial Officer

- This agenda item was added to the Agenda.

Item 70, Approval to designate a Sheriff Millage to be removed from the General Fund mil within the Countywide operating millage, Sheila McLean, Chief Financial Officer

- This agenda item was added to the Agenda.

Government Relations

Item 71, Approval to schedule a Special Meeting for the Commissioners to approve the final Housing & Urban Development (HUD) Community Block Grant - Disaster Recovery (CDBG-DR) Action Plan, Michele Davis, Grant Administration Division Manager

- This agenda item was added to the Agenda.

Property Management

Item 45, Execution of the Termination of the Interlocal Agreement with the School Board of Manatee County for space located at Whitney Plaza, 6810 Gulf of Mexico Drive, Longboat Key, Florida 34228, Lisa Crabtree, Senior Real Property Specialist – District 3

- This agenda item was updated with the executed Termination of the Interlocal Agreement and date change to June 12, 2025 in the Background Discussion (strikethrough/underline format).

Public Safety

Item 47, Execution of Interlocal Agreement between Manatee County and North River Fire District and West Manatee Fire Rescue District Regarding Search and Rescue Training, Operations, and Other Emergency Response Situations, Chet Brown, Chief of Beach Patrol and Aquatic Safety

- This agenda item was deferred.

Item 48, Ratification of Collective Bargaining Agreement between Manatee County and the International Association of EMT's and Paramedics, Local R5-747, James Crutchfield, Deputy Director of Public Safety

- This agenda was updated with a revised Action Requested to authorize the Chairman instead of the County Administrator to execute the Collective Bargaining Agreement between Manatee County and the International Association of EMTs and Paramedics, a Division of the National Association of Government Employees, Local R5-747.

Sports and Leisure Services

Item 72, Execution of Lighting Foundation Renovation License Agreement, Molly White, Director, Sports & Leisure Services

- This agenda item was added to the Agenda.

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Community and Veterans Services

Item 73, Execution of the FY26 Non-Profit Funding Agreement with Helping Up Mission with the Operations of Under One Roof, Sarah Brown, Community and Veteran Services Director

- This agenda item was added to the Agenda.

Government Relations

Item 64, Government Efficiency Liaison Committee and DOGE response update, Brent Anderson, Government Relations Manager

- This agenda item was updated to include the executed DOGE Letter and Press Release, and the addition of the website link to the Application for Advisory Board/Committee/Commission page under the Background Discussion.

Item 74, Manatee County Housing & Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) Update, and Execution of required Certifications and SF-424, which are to accompany the Action Plan, as well as the final Citizen Participation Plan, Michele Davis, Grant Administration Division Manager

- This agenda item was added to the Agenda.

Property Management

Item 65, Execution of Contract for Sale and Purchase from MANATEE PROPERTY, LTD, for the Rye Preserve Cemetery Buffer (Environmental Lands Candidate Property) located at Rye Wilderness Trail, Parrish, Florida 34219, Debra Woithe, Environmental Lands Division Manager - District 1

- This agenda item was updated to add Environmental Lands Management and Acquisition Committee under the Applicable Advisory Board category.

COMMISSIONER AGENDA ITEMS

Items to be Discussed

Item 75, Fee for Service Evaluation for Boat Ramp Facilities

- This agenda item was added to the Agenda.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A