

**AGREEMENT BETWEEN**

**MANATEE COUNTY**

**and**

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



In accordance with the State of Florida Public Employees Relations Act, this Agreement is entered into by Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the “Employer” or “County” and the International Association of EMT’s and Paramedics, a division of the National Association of Government Employees, Local R5-747, hereinafter referred to as the “Union.”

## **PREAMBLE**

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and employees, both individually and collectively, and the Union, and to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement.

The Parties recognize that the best interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the County government, and by providing, in the most efficient manner, public service to the citizens of the community.

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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 EMT’s 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.

The bargaining unit includes the following positions:

- a. Emergency Medical Technician
- b. Paramedic
- c. Charge Paramedic
- d. Specialty Charge Paramedic

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 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.

**ARTICLE FOUR  
DUES DEDUCTION**

**Section 1.** The County shall deduct from the pay of all Bargaining Unit Members who are also members of the Union, and who authorize such deduction, the monthly dues set by and payable to the Union. Deductions shall begin for the first pay period after the Union member submits a fully-executed Dues Deduction Authorization Form to the Manatee County Payroll Division. Deductions shall end when the Union member separates from employment with the County, accepts a position not part of the bargaining unit, or terminates membership in the Union by submitting a Request to Terminate Dues Deductions. The Union and County shall confer on and informally agree upon the form and content of the Dues Deduction Authorization Form and the Request to Terminate Dues Deduction.

**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 Payroll Division 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.** Unless such information is exempt from Public Records Act disclosure, the County's Human Resources Department shall provide the Union President with a list of the personal contact information in its possession of all persons newly hired into a position represented by the Bargaining Unit.

**Section 6.** 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.

## **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 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 2,912 hours on a 24-hour shift or 2,218 hours on a 12-hour shift, or 12 months, whichever occurs first. If a Bargaining Unit Member changes from working a 12-hour shift to a 24-hour shift or vice versa before completing the probationary period, the probationary employee must actually work a minimum of 2,912 hours or 12 months, whichever occurs first, to complete his or her probationary period.

**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 of 1,456 hours on a 24-hour shift or 1,109 hours on a 12-hour shift, or 6 months, whichever occurs first.

**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) 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
- c. Rank Seniority: Latest date of continuous service in assigned rank  
Charge Paramedic (including Firefighter Charge Paramedic)  
EMT and Paramedic

Seniority for multiple employees hired on the same day shall be determined by their application date.

Each 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 and layoff/recall
- c. Rank Seniority - Station 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 and will be updated and provided to the EMS Chief on or about the first business day of each month. The EMS Chief shall use the most current seniority list provided by the Union President or his or her designee when conducting station bidding and vacation scheduling.

## **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, Bargaining Unit Members will not be required to work more than fifty (50) consecutive hours without at least eight (8) hours off duty.

### **Section 2.** Scheduled hours.

While the Parties to this Agreement understand that the County has no obligation to maintain the current schedule format, as a general rule 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.

### **Section 3.** Unscheduled hours.

- a. The Parties to this Agreement understand that the County has an obligation to provide EMS services 24/7/365. This will at times require staffing beyond the regular schedule including:
  - i. Voluntary unscheduled work
  - ii. Late call
  - iii. Delayed Shift Change
  - iv. Draft (mandatory hours which may occur at any time during a 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. Bargaining Unit 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 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 a Bargaining Unit Member volunteers for unscheduled work, he/she is automatically placed on the roster and is obligated to work those shift hours. Bargaining Unit Members may cancel their commitment by providing notice to the EMS District Chief (or equivalent position) at least seventy-two (72) hours prior to the start of the shift. All adjustments to voluntary unscheduled work must be communicated to the EMS District Chief (or equivalent position). Bargaining Unit Members may not cancel voluntary unscheduled work within seventy-two (72) hours of the start of the shift, except as provided in paragraph e below. Unscheduled shifts accepted by an employee may not be cancelled within seventy-two (72) hours without providing a qualified replacement for the work period, with concurrent approval from the EMS District Chief (or equivalent position).
- e. If a 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 “Notification of Illness or Injury.” If a Bargaining Unit Member volunteers for unscheduled work and becomes ill or injured after reporting for duty, he/she must notify the EMS District Chief (or equivalent position) immediately. If the Bargaining Unit Member requests to cancel the remaining unscheduled work, and the request is approved, the Bargaining Unit Member will not receive additional compensation for the hours not worked.

- f. If a request to cancel voluntary unscheduled work is not approved, and the Bargaining Unit Member fails to work those shift hours, the Bargaining Unit Member's privilege to volunteer for unscheduled work will be revoked for a period of ninety (90) days.
- g. EMS District Chiefs (or equivalent positions or higher) may cancel a 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.
- h. Float positions will not be assigned greater than seven (7) days in advance of a shift date. Within seven (7) days of an open shift date, fifty percent (50%) of the available float positions may be assigned based on classification seniority.

**Section 5. Mandatory Draft.**

- a. If no Bargaining Unit Member accepts the vacant shift, the shift will first be filled by an off-roster or float Bargaining Unit Member of the same rank within the same shift unit, if available. Bargaining Unit Members shall be required to remain on duty and provide coverage for vacancies and late relief from another station, if coverage is not obtained through normal process, or an emergency situation has occurred or is anticipated. Bargaining Unit Members will be verbally notified of a mandatory draft, and when possible, such verbal notification will be provided prior to the end of their scheduled shift.
- b. The EMS District Chief (or equivalent position or higher) shall maintain a list, by rank, of Bargaining Unit Members eligible to be drafted for each shift, with the initial order determined by placing the least senior Bargaining Unit Member at the top of the list for any new schedules/shifts. Bargaining Unit Members who have swaps or voluntary unscheduled work that would cause him/her to work more than fifty (50) continuous hours are not eligible to be drafted. This list will be posted each day through the electronic scheduling system.
- c. Any Bargaining Unit Member drafted will be moved to the bottom of the respective list each day. The first Bargaining Unit Member appearing at the top of the list shall be rotated to the bottom of the list the next day, regardless of whether he/she was drafted.
- d. As with any process there will be unforeseen circumstances, such as Bargaining Unit Member injuries or illnesses, which requires a last-minute, flexible plan of action to be implemented by management. In these cases, the EMS District Chief (or equivalent position or higher) will communicate with all draft eligible Bargaining Unit Members to determine the best course of action for obtaining coverage and will inform them that they are not to be released from work until notified otherwise. Under normal circumstances, and especially when notified in advance, Bargaining Unit Members may not leave the workplace prior to the end of their scheduled shift.

- e. A Bargaining Unit Member assigned to draft shall have the option of continuing to seek a qualified replacement throughout the work period if he/she so desires, with concurrent approval from the EMS District Chief (or equivalent position or higher).
- f. Bargaining Unit Members will not be draft eligible the shift before an approved time off (excluding swaps) if they notify the EMS District Chief (or equivalent position) via e-mail at least twenty-four (24) hours in advance of the draft eligible shift that immediately precedes the approved time off.

**ARTICLE NINE  
VACANCIES/STATION/SHIFT BIDDING**

**Section 1.** Probationary 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 Chief 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 thirty (30) days' notice and at the discretion of management.

**Section 2.** Open Positions.

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

- a. Open positions 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. The opportunity will be posted 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, after thirty (30) days the position will be reposted. This process will continue until position is filled.
- b. To be considered for an open position(s), interested Bargaining Unit Members must submit their request(s) for consideration during the posted period in accordance with the notice described in Section 2.a of this Article.
- c. Selection and assignment(s) for each advertised vacant position(s) will be awarded to the Bargaining Unit Member with the most seniority in the vacant job classification, unless the EMS Chief or designee determines a disqualifying reason exists.

- d. Bargaining Unit Members may request through their EMS District Chief (or equivalent position) to forfeit their current shift/station assignment. If approved they will be assigned to the float pool.

**Section 3. Staffing Shortages.**

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.

**ARTICLE TEN  
VACATION LEAVE**

**Section 1. General.** 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.

Period of Continuous Employment	Unit Schedule	Hours of Leave Earned Bi-Weekly/Annually <sup>1</sup>	Maximum End of Year Hours
0 to End of 12 Months	24-Hour	6.72 Hours/174.72 Hours	400 Hours
	12-Hour	5.25 Hours/136.50 Hours	
1st to End of 5 Years	24-Hour	7.64 Hours/198.72 Hours	400 Hours
	12-Hour	5.71 Hours/148.50 Hours	
6th to End of 10 Years	24-Hour	9.08 Hours/236.16 Hours	500 Hours
	12-Hour	6.76 Hours/175.80 Hours	
11th to Termination	24-Hour	10.48 Hours/272.56 Hours	550 Hours
	12-Hour	7.81 Hours/203.10 Hours	

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<sup>1</sup> The vacation leave accrual rates have been adjusted by adding 24 hours of leave to 24-Hour unit schedules and 12 hours of leave to 12-Hour unit schedules after the first 12 months of employment to reflect that all vacation leave is paid as straight time and has been negotiated by the parties in lieu of counting vacation time as hours worked.

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.

**Section 2. 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 three (3) opportunities are available for 12-hour unit Bargaining Unit Members to obtain vacation leave approvals each 24-hour period. All calendar days will be open for vacation requests.
- b. If five (5) or fewer open positions exist on any given day, a Bargaining Unit Member may request to use one (1) personal holiday (if available) with (48) hours advanced notice during one (1) calendar year for that shift.
- c. There will be two 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.
- 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. This seniority list of Bargaining Unit Members is by date of hire within the EMS Division. For those hired on the same date, the tie breaker shall be the time/date stamp indicating receipt of the application by the County's Human Resources Department.
- 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 EMS Chief (or his/her designee) for extreme cases.
- f. Vacation time granted through this bidding process cannot be exchanged with or sold to 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.
- h. After the annual bidding process has occurred, remaining available vacation positions shall be open for everyone by shift. Normal requests for time off may be submitted via the current process through the electronic scheduling system.
- 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 involuntarily moved from his/her shift.
- k. 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.
- l. The maximum end of year accumulation provided for herein shall be paid out on separation as provided for and limited by the County's Personnel Policy.

**Section 3. 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 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 either in person (preferred) or in absentia by e-mailing his/her requested dates to the EMS District Chief (or equivalent position or higher) 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.f 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 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. 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. 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 District Chiefs (or equivalent positions or higher) to facilitate the above process in the most fair and equitable manner possible.

**Section 5. 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.

**ARTICLE ELEVEN  
BEREAVEMENT LEAVE**

**Section 1.** Paid leave may be authorized for Bargaining Unit Members who have a death in their immediate family, as defined in Section 2 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 2. 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 3.** Death of Person Other Than Immediate Family.

In the event of a death of a person other than Immediate Family, as defined in Section 2 of this Article, a Bargaining Unit Member 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 4.** Proof of Purpose of Leave.

Validation of the request is left to the discretion of the Public Safety Department Director.

**ARTICLE TWELVE  
JURY LEAVE**

**Section 1.** 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 work days 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 2.** 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 3.** 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 4.** 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 3 above.

**Section 5.** A Bargaining Unit Member called to jury duty while on vacation leave shall be allowed jury duty pay for that time served in court which corresponds to his or her regular work day. Such Bargaining Unit Member shall have his or her vacation leave hours restored provided satisfactory evidence of the time served on jury duty is presented to the department. In the event a holiday occurs during the period a Bargaining Unit Member is serving on jury duty, he or she shall receive holiday pay for the holiday rather than jury duty pay.

**Section 6.** Bargaining Unit Members who have a normal work schedule outside the regular business day (night or weekend shifts) who are summoned for jury duty during the business day immediately following the scheduled shift shall, if they request, be permitted to be excused from their scheduled work shift (or portion thereof) immediately prior to the jury duty day, in order to rest or otherwise prepare for their jury service. However, such excused period shall not exceed eight (8) hours and, where a Bargaining Unit Member requests to be excused from work for a portion or all of a scheduled shift, the Bargaining Unit Member shall not be compensated for the shift or portion thereof, not actually worked (unless vacation leave is used) but shall only be compensated for jury duty equal to the number of shift hours missed performing such duty. Notwithstanding the general requirement for Bargaining Unit Members to report to duty should they not be required to spend an entire day of jury duty service, night/weekend shift Bargaining Unit Members who serve any portion of a day for jury duty without taking time off their regular shift shall be paid for the entire shift, not to exceed the number of work hours scheduled.

## **ARTICLE THIRTEEN MILITARY LEAVE**

**Section 1.** For purposes of interpreting this Section, the general term “Military Leave” includes both Military Leave, as provided for in Section 2 below, and Military Call, as provided for in Section 3 below.

**Section 2.** Military Leave.

In accordance with Chapter 115, Florida Statutes, Bargaining Unit Members who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or a member of the National Guard, shall, upon presentation of a copy of the Bargaining Unit Member’s official orders, be granted military leave on all days during which the Bargaining Unit Member is ordered to active duty or inactive duty for training. Such Bargaining Unit Members shall not be required to work or use accrued personal leave on any day during which they are engaged in training under official orders. Whether continuous or intermittent, such leave with pay may not exceed two hundred forty (240) working hours in any one (1) annual period beginning January 1 and ending December 31. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character, including assignments under applicable FEMA or USERRA regulations, shall be without pay unless required by federal law.

### **Section 3. Military Call.**

Bargaining Unit Members who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, who are ordered to active military duty shall, upon presentation of a copy of the Bargaining Unit Member's official orders, be granted military leave beginning with the day ordered to duty and ending up to thirty-one (31) days after the date of release from the military service or from hospitalization continuing after discharge, unless a longer period is required by the FMLA. The first thirty (30) calendar days of such leave shall be with full pay. Bargaining Unit Members would only be compensated for scheduled workdays during this 30-day period.

**Section 4.** Scheduled workdays for which Military Leave is taken under the rules outlined in Section 2 and Section 3 above will be compensated as Military Leave or Military Call (as applicable) and will not count towards overtime. If a Bargaining Unit Member approved for Military Leave is scheduled to work a shift which qualifies for premium pay differential, Military Leave hours will be compensated at the appropriate premium pay differential rate.

**Section 5.** Bargaining Unit Members requesting Military Leave shall furnish the Public Safety Department Director with competent orders from the appropriate military command as valid evidence of such duty status. These orders shall be kept in the Bargaining Unit Member's departmental personnel file. Since "competent orders" are not always defined or consistent, the Public Safety Department Director should consult with the Human Resources Department for guidance.

**Section 6.** Any absence in excess of the limits set in Sections 2 and 3 above may, upon request by the Bargaining Unit Member and approval by the appropriate supervisor, be covered by accrued vacation leave, accrued compensatory time or personal holiday. If not requested by the Bargaining Unit Member or approved by the appropriate supervisor as vacation, compensatory time, or personal holiday, such absences in excess of the limits shall be approved as military leave without pay. However, such leave shall be without loss of seniority, time or efficiency rating. Should any portion of the leave be paid leave, the Bargaining Unit Member shall be entitled to accumulate all benefits granted under paid leave status.

**Section 7.** Bargaining Unit Members called to active military service will not be discharged, reprimanded, or in any other way penalized because of their absence due to such service. The Bargaining Unit Member's position may be filled by another employee with substitute or temporary status. Upon separation from the military service, the Bargaining Unit Member shall be eligible to return to the former position held or a different position in the same class in the same geographic location.

### **Section 8. Veteran's Leave.**

A Bargaining Unit Member filling a regular established position and who has been rated by the United States Department of Veterans Affairs or its predecessors to have incurred a service-connected disability and has been scheduled by the United States Department of Veterans Affairs to be examined or treated for the disability, shall be granted veteran's leave for such reexamination

or treatment without loss of pay or benefits. The maximum veteran's leave authorized for this purpose shall not exceed six (6) calendar days in any one (1) annual period beginning January 1 and ending December 31. Hours used are not counted as hours worked toward overtime.

**Section 9.** In the event issues of military leave not addressed in this Article or where this Article conflicts with applicable provisions of the Florida Administrative Code, Florida Statutes, or federal law, the applicable law or regulation shall control.

## **ARTICLE FOURTEEN WITNESS LEAVE**

**Section 1.** 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 2.** 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 3.** 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 4.** 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.

## **ARTICLE FIFTEEN DOMESTIC VIOLENCE LEAVE**

**Section 1.** Pursuant to Florida Statute § 741.313, a Bargaining Unit Member who has been employed for three (3) or more months is permitted to request up to three (3) working days of paid

or unpaid leave during any rolling twelve (12) month period if the employee, or a family or household member of the Bargaining Unit Member is the victim of domestic violence, where such leave is taken to:

- a. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- b. Obtain medical or mental health care for the employee or family or household member to address injuries resulting from an act of domestic violence;
- c. Make the Bargaining Unit Member's home secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator; or
- d. Seek legal assistance or attend court proceedings arising from an act of domestic violence.

**Section 2.** Domestic violence leave shall be coded as paid vacation or sick leave (depending on whether the reason for taking the leave is to seek medical treatment or not) to the extent the Bargaining Unit Member has sufficient balances in his or her relevant leave account. Otherwise, the leave shall be coded as no pay.

**Section 3.** Except in cases of imminent danger to the health or safety of the Bargaining Unit Member or family or household member, a Bargaining Unit Member seeking domestic violence leave must provide appropriate advanced notice of the leave request, and may be required to produce sufficient documentation to support the requested leave. To the extent an Bargaining Unit Member provides personal identifying information related to a request for domestic violence leave, such information shall be maintained by the department as confidential and exempt from public records disclosure, pursuant to Florida Statute § 741.313(4)(c)(2).

**Section 4.** Bargaining Unit Members who feel they are not being granted domestic violence leave should contact a Human Resources Manager to determine eligibility and obtain a suitable resolution to the matter.

## **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 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 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 may not be scheduled to work more than forty-eight (48) continuous hours without a minimum of eight (8) hours off duty for rest.
- f. Shift swaps must be completed within one hundred and eighty (180) days of each other.
- g. Each 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. 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.

**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 into the electronic scheduling system no later than seventy-two (72) 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 District Chief (or equivalent position or higher). 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 and EMT for EMT).

**Section 3. Cancellation of Exchanges.**

- a. Bargaining Unit Members may agree to cancel scheduled swaps for personal convenience at any time with at least twenty-four (24) hours prior notice to EMS District Chief (or equivalent position or higher).
- b. 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. Although EMS District Chief (or equivalent position or higher) may assist the ill/injured Bargaining Unit Member in notifying the originally scheduled Bargaining Unit Member, it shall remain the responsibility of the Bargaining Unit Members to maintain their respective swap obligations.
- c. 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.
- d. Bargaining Unit Members temporarily demoted or completing a Q/A remediation must cancel all approved swaps during the remedial period.
- e. Bargaining Unit Members who are separated from current employment for any reason will have all remaining approved swaps cancelled.

**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](http://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](http://www.manateeyourchoice.com).

## **ARTICLE EIGHTEEN EMPLOYEE HEALTH AND FITNESS**

**Section 1.** 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. Physical Ability Assessment.**

- a. All Bargaining Unit Members will be required to successfully complete the physical ability assessment annually.
- b. Bargaining Unit Members seeking promotion must have successfully completed the most recent annual physical ability assessment as a condition of selection for interview. The physical ability assessment shall consist of the following job related exercises or physical ability demonstrations:
  - i. Stair Climb with Load – the Bargaining Unit Member will carry a stocked airway kit and ECG monitor up and down one flight of stairs twice without stopping and perform two (2) minutes of chest compressions.
  - ii. Victim Rescue – the Bargaining Unit Member will move a 180 lb. mannequin 100 feet using the demonstrated correct technique.
  - iii. Victim Lift – (with assistance of the evaluator) the Bargaining Unit Member will backboard the mannequin and carry the head of the board to the stretcher and properly place the board on the stretcher.
  - iv. Victim Extrication w/KED – the Bargaining Unit Member will remove the stretcher from the medic unit and move the stretcher in order to extricate a victim wearing a KED on to a backboard.
  - v. Stretcher Lift – (with assistance of the evaluator) the Bargaining Unit Member will load the patient into the ambulance utilizing proper stretcher handling techniques.

**Section 3. Process.**

- a. All Bargaining Unit Members will be required, on an ongoing basis, to successfully complete the annual physical ability assessment as scheduled by the EMS Division.
- b. Bargaining Unit Members who are unable to complete the physical ability assessment during the testing period due to their own serious health condition (as defined by FMLA) and who are subsequently released to full and active duty will be required to complete a physical ability assessment within thirty (30) days of return to duty.
- c. Bargaining Unit Members that fail the physical ability assessment will be allowed to repeat the assessment test within sixty (60) days. The Union President will be notified of any Bargaining Unit Members that fails the annual assessment.
- d. Bargaining Unit Members unable to successfully complete the physical ability assessment according to the terms of this article will be separated for non-disciplinary reasons.

**Section 4. Retesting.**

A different evaluator will be selected by the EMS Chief to conduct the repeat assessment. Upon request of the Bargaining Unit Member, a Union representative shall be allowed to be present for the retest.

**Section 5. 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, 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.
- b. Acceptable exercise activity will be defined as follows:
  - i. Aerobic exercise (no organized basketball)
  - ii. Cardiovascular equipment (treadmills, elliptical, stair master, etc.)
  - iii. Free-weight and nautilus-type equipment
  - iv. Yoga, meditation or relaxation techniques, or other exercises as approved by the EMS Chief.

**Section 6. Health Bucks.**

To the extent that the County chooses to continue its YourChoice Health Bucks wellness incentive rewards program, any Bargaining Unit Member that successfully completes the annual physical assessment test on the first attempt will be credited one hundred (100) Health Bucks to their bank. The Health Bucks incentive reward will be subject to the conditions and limitations outlined in the County's Health Bucks program.

**ARTICLE NINETEEN  
RULES AND PROCEDURES**

**Section 1.** The Parties recognize that emergency medical agencies such as Manatee County EMS, 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 (14) 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 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 General Orders, EMS medical 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 Bargaining Unit Members occurs in a professional healthcare 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. It is the responsibility of each Bargaining Unit Member to dress and act accordingly. 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 Chief for interpretation.

**Section 2. Uniform Issuance.** All new full-time Bargaining Unit Members will be issued the following uniform items:

- a. Class “A” and “B” Uniform:
  - i. Uniform Vendor-issued dress shirt long sleeve (1 ea.);
  - ii. Uniform Vendor-issued dress shirt short sleeve (1 ea.);
  - iii. Uniform Vendor-issued dress pants (1 ea.);
  - iv. Department-issued neck tie (1 ea.);
  - v. Department-issued rank badge (1 ea.);
  - vi. Department-issued silver American flag pin (1 ea.);
  - vii. Department-issued nameplate (1 ea.); and
  - viii. Department-issued collar brass (1 ea.).
- b. Class “C” Uniform:
  - i. Uniform Vendor-issued polo shirt (7 ea. 24/48; 10 ea. 12-hour);
  - ii. Uniform Vendor-issued service pants (7 ea. 24/48; 10 ea. 12-hour); and
  - iii. Uniform Vendor-issued service shorts (7 ea. 24/48; 10 ea. 12-hour).
- c. Class “D” Uniform:
  - i. Uniform Vendor-issued T-shirt (7 ea. 24/48; 10 ea. 12-hour);
  - ii. Department-issued long sleeve T-shirt (1 ea.);
  - iii. Uniform Vendor-issued service pants (7 ea. 24/48; 10 ea. 12-hour); and
  - iv. Uniform Vendor-issued service shorts (7 ea. 24/48; 10 ea. 12-hour).
- d. Additional Uniform Items:
  - i. Department-issued winter coat (1 ea.);

- ii. Department-issued wind breaker (1 ea.);
  - iii. Department-issued duty belt – basket weave pattern, black, 1 ¾" width with buckle (1 ea.);
  - iv. Department-issued duty belt – nylon webbed, 1 ¾" width with buckle or Velcro closure (1 ea.);
  - v. Department-issued protective coat (1ea.);
  - vi. Department-issued protective helmet (1 ea.);
  - vii. Department-issued extrication pants (1 ea.);
  - viii. Department-issued rain gear with boots (1 ea.);
  - ix. Department-issued safety glasses (1 ea.);
  - x. Department-issued radio holster (1 ea.);
  - xi. Department-issued key pal (1 ea.);
  - xii. Department-issued station key (1 ea.); and
  - xiii. Department-issued baseball hat (1 ea.).
- e. Uniform Classes.
- i. Class A uniforms shall mean the “dress uniform” for EMS personnel. Class A uniforms shall be worn during formal occasions such as awards ceremonies, depositions, court appearances, funerals, or other formal occasions.
  - ii. 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, however all members of a crew are required to be dressed in the same class uniform.
  - iii. 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.

- iv. Class D uniform shall mean the nighttime work uniform, which may be worn from dusk until dawn and upon direction of the Assistant EMS Chief of Operations (or equivalent position) for unusual events including but not limited to, Emergency Operations Center (EOC) activation, impending storm threat, and other emergency situations.
- v. Department-issued winter coat and Department-issued wind breaker may be worn over any uniform class.
- vi. Approved sweatshirts and approved ¾" zip job shirts may be worn over class C and D uniforms.

**Section 3. Uniform Maintenance.**

- a. All issued uniforms shall be maintained in a clean and serviceable manner. An extra class D uniform shall be carried in the ambulance each shift in case of contamination.
- b. The EMS Support Services will handle orders for Department-issued replacement uniforms and related safety gear. The Uniform Vendor will handle the replacement of worn or damaged Vendor-issued uniforms.
- c. Bargaining Unit Members receive a uniform maintenance/shoe allowance of \$16.73 each pay period.
- d. Biohazard cleaning/decontamination of uniforms shall be completed in accordance with policy/procedure established by EMS Support Services, including the use of laundry facilities at EMS stations.

**Section 4. Hair and Grooming Standard.**

- a. 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 shall not be longer than one-quarter inch (¼") in length.
- b. The above notwithstanding, hair style and choices shall not interfere with the proper wearing of safety equipment.

**Section 5. Jewelry.**

- a. 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 eyebrows, nose, and tongue) is prohibited, except for one 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 and in the lowest hole of the earlobe.
- 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. 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.

**Section 6. Body Art.**

- a. Manatee County EMS 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. Any visible tattoo or body art shall be tasteful and non-offensive to the reasonable person.
- b. 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 7. Miscellaneous.**

- a. 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. Bargaining Unit Members are expected to practice a high level of personal hygiene throughout their shift. 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 nondisciplinary 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 a number of factors, such as the nature and severity of the conduct, the employee's past discipline and performance record, the employee's seniority and the disciplinary philosophy of the department director at the time discipline is issued.

### **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 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 Division 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:
  - i. Specific Article(s) and Section(s) of the Agreement, policy or procedure alleged to have been violated;

- ii. A full statement of the grievance, including facts, dates, times of events, names of witnesses and specific details of the alleged violation(s);
  - iii. 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);
  - iv. A statement identifying the remedy provided for in the Agreement, policy or procedure;
  - v. Signature of the aggrieved Bargaining Unit Member showing date grievance was filed; and
  - vi. 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 immediate 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 respective supervisors 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 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 Chief within ten (10) business days of the consultation with the supervisor. The EMS Chief may conduct a meeting with the aggrieved Bargaining Unit Member and his/her representative. The EMS Chief shall notify the aggrieved Bargaining Unit Member of his/her decision in writing within ten (10) business days from the date the EMS 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 Chief (if one was provided), and a statement explaining why the aggrieved party disagrees with the EMS 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 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 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 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 fourteen (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 to be Strictly 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  
COMPENSATION**

**Section 1.** Base Wage Range Schedule.

The base wage range schedule for Bargaining Unit Members for fiscal year 2019 is depicted in the table below.

TITLE	PG	HRLY MIN	HRLY MID	HRLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
EMT 24/48*	P1	\$10.12	\$13.16	\$16.20	\$33,686.54	\$43,796.00	\$53,905.45
EMT 12-HR**	P1-12	\$14.72	\$19.14	\$23.56	\$33,686.54	\$43,796.00	\$53,905.45
Lead EMT 24/48*	P1L	\$11.31	\$14.35	\$17.39	\$37,653.77	\$47,763.22	\$57,872.68
Lead EMT-12 HR**	P1L-12	\$16.46	\$20.88	\$25.29	\$37,653.77	\$47,763.22	\$57,872.68
Paramedic 24/48*	P2	\$12.72	\$16.53	\$20.34	\$42,316.99	\$55,012.10	\$67,707.20
Paramedic 12-HR**	P2-12	\$18.50	\$24.04	\$29.60	\$42,316.99	\$55,012.10	\$67,707.20
Charge Paramedic 24/48*	P3	\$13.91	\$18.08	\$22.25	\$46,284.22	\$60,169.50	\$74,054.75
Charge Paramedic 12-HR**	P3-12	\$20.23	\$26.30	\$32.37	\$46,284.22	\$60,169.50	\$74,054.75
Specialty Charge Paramedic 24/48*	P3S	\$14.60	\$18.98	\$23.36	\$48,598.43	\$63,177.98	\$77,757.48
Specialty Charge Paramedic 12-HR**	P3S-12	\$21.24	\$27.61	\$33.98	\$48,598.43	\$63,177.98	\$77,757.48

\*3328 Hours

\*\*2288 Hours

**Section 2. General Wage Increases.**

Bargaining Unit Members shall be entitled to receive the same percentage or set dollar amount, as the case may be, of any cost of living or market equity general wage increase approved by the County in any fiscal year for its non-bargaining unit employees.

**Section 3. Merit/Performance. Based Compensation.**

Bargaining Unit Members shall be entitled to receive merit/performance-based awards, given either as a set dollar amount or as an increase to the base wage rate, which may be authorized by the County in fiscal year 2020 and fiscal year 2021 in the same manner and under the same terms and conditions as the County's non-bargaining unit employees.

**Section 4. Premium Pay for Specialty Charge Paramedic Assignments.**

Bargaining Unit Members who have been selected to work either as a Charge Paramedic Field Training Officer (FTO) or in a Charge Paramedic assignment that requires significant additional risk and significant additional certifications or physical requirements to satisfy external qualifications (e.g., Special Weapons and Tactics Team and Firefighter Charge Paramedic), shall receive an additional five percent (5%) premium added to their current rate of pay, as reflected in the base wage range schedule in Section 1 for Specialty Charge Paramedics (P3S). Bargaining Unit Members shall receive this pay premium for as long as they remain qualified and assigned to such positions.

**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, except as otherwise provided herein. The County may credit newly hired Bargaining Unit Members who have verifiable years of experience by exceeding the minimum of the base wage range schedule in effect at the time of hiring as follows:

- up to 5% for five (5) years of experience or less;
- up to 10% for six (6) to (10) years of experience; and
- up to 15% for more than eleven (11) years of experience.

**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 team or program pursuant to an Interlocal Agreement, such as the *Interlocal Agreement for Advanced Life Support Staffing*, as amended, with the Myakka City Fire Control District and the *SWAT Tactical Medic Program Interlocal Agreement* with the Manatee County Sheriff's Office (MCSO), this Article is intended to provide for the unique circumstances of Bargaining Unit Members employed in such Specialty Charge Paramedic positions.
- b. Specialty Charge Paramedic positions shall include Firefighter Charge Paramedics, Special Weapons and Tactics (SWAT) Charge Paramedics, and any other Charge Paramedics who are required to assume additional significant risks, and who complete additional significant training, certifications, or physical requirements beyond those required for a Charge Paramedic in order to satisfy the qualifications established by a separate governmental entity that has entered into an Interlocal Agreement with the County, as determined by management.

**Section 2. Firefighter Charge Paramedics.**

- a. **Assignment and Regulation.** Bargaining Unit Members hired as or transferring into the position of Firefighter Charge Paramedic will serve rotations at the Myakka City Fire Control District station and, to ensure medical skills are maintained, rotate for assignment to regular EMS ambulance operations. The ambulance rotation assignment will be made the first week of the month for the following month. Preference will be given to long term or multiple openings occurring at high volume stations. To the extent the conduct or regulation of County personnel (including command structure, conduct while stationed at Myakka City Fire Control District station, and the like) is provided for within the Interlocal Agreement, the terms of that Agreement must be adhered to by both the County and the Firefighter Charge Paramedics serving rotations at the Myakka City Fire Control District station.

- b. **Vacation Bidding.** While Firefighter Charge Paramedics will bid for vacation times at the same time other EMS Division Bargaining Unit Members bid for vacation, vacation bidding of Firefighter Charge Paramedics shall only occur between and among other Bargaining Unit Members who also hold the position of Firefighter Charge Paramedic at the time the EMS Division's vacation bidding process is conducted. Vacation requests of Firefighter Charge Paramedics not previously approved through the bidding process must be made at least seventy-two (72) hours in advance of the beginning of the vacation period requested, and must be accompanied by confirmation that the Firefighter Paramedic has secured a commitment from a fellow Firefighter Charge Paramedic to cover the period of absence.
- c. **Voluntary Exchange of Duty Time (Swaps).** Firefighter Charge Paramedics may utilize the swap process contained in this Agreement. However, such utilization shall be limited to swaps only with other Firefighter Charge Paramedics. Should any party to a Firefighter Charge Paramedic swap not be employed as a Firefighter Charge Paramedic when the date of the swap obligation occurs, the swap shall be deemed cancelled and the other party shall fulfill the shift obligation.
- d. **Mandatory Overtime.** Each shift a Firefighter Charge Paramedic is assigned to work will be either as a crew member on a fire engine or as a Paramedic at a County Medic station. If the Firefighter Charge Paramedic scheduled to replace the Firefighter Charge Paramedic at a shift change becomes unable to cover the upcoming shift, the Firefighter Charge Paramedic scheduled to be relieved must remain on duty until a Firefighter Charge Paramedic arrives to relieve the held-over Firefighter Charge Paramedic, either through the recruitment efforts of the held-over Firefighter Charge Paramedic, the efforts of the Bargaining Unit Member scheduled but unable to work the shift, or efforts of the EMS supervisory staff. The held-over Firefighter Charge Paramedic is not required to remain on duty for longer than the uncovered shift he/she is held-over for. If possible, when a Firefighter Charge Paramedic is held-over at the Myakka City Fire Control District station, relief for the held-over Firefighter Charge Paramedic will be provided by a Firefighter Charge Paramedic assigned at that time to a County Medic station. That relieving Firefighter Charge Paramedic will be reassigned to the Myakka City Fire Control District station to cover the remainder of the uncovered shift to relieve the held-over Firefighter Charge Paramedic. Should a Firefighter Charge Paramedic at a County Medic station be unable to work his/her shift, which creates a draft position that must be filled, then a draft eligible Firefighter Charge Paramedic (defined as a Firefighter Charge Paramedic on his/her rotation at the Fire Station) shall be utilized prior to drafting a Charge Paramedic. Firefighter Charge Paramedics cannot be drafted more than three (3) times in any calendar month.
- e. **Firefighter Gear/Equipment.** Firefighting gear required to participate in the Firefighter Paramedic program will be issued in accordance with the terms of the Interlocal Agreement in effect at the time. All assigned firefighter gear will meet NFPA 240 and Brush S130 requirements and will be inspected annually.

**Section 3. 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  
12-HOUR UNIT**

**Section 1. Operations.**

- a. To the extent the County elects to put one or more 12-hour units in service, staffing shall be as follows:
  - i. Staffing: The openings will be offered to current Bargaining Unit Members in accordance with Article Nine on Station Bidding.
- b. 12-hour units shall begin demobilization thirty (30) minutes prior to the end of the shift and shall not be recommended for calls, unless a delta or echo call is received or as operationally required.

**Section 2. Personnel Processes.**

- a. The day-to-day personnel scheduling will consist of a 12-hour rotational schedule defined as a “D<sup>1</sup>” shift and “E<sup>1</sup>” shift for day shifts and a “D<sup>2</sup>” shift and “E<sup>2</sup>” shift for night shifts. See Table below:

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<b>D<sup>1</sup></b>	<b>E<sup>1</sup></b>	<b>E<sup>1</sup></b>	<b>D<sup>1</sup></b>	<b>D<sup>1</sup></b>	<b>E<sup>1</sup></b>	<b>E</b>
<b>E<sup>1</sup></b>	<b>D<sup>1</sup></b>	<b>D<sup>1</sup></b>	<b>E<sup>1</sup></b>	<b>E<sup>1</sup></b>	<b>D<sup>1</sup></b>	<b>D<sup>1</sup></b>
<b>D<sup>2</sup></b>	<b>E<sup>2</sup></b>	<b>E<sup>2</sup></b>	<b>D<sup>2</sup></b>	<b>D<sup>2</sup></b>	<b>E<sup>2</sup></b>	<b>E<sup>2</sup></b>
<b>E<sup>2</sup></b>	<b>D<sup>2</sup></b>	<b>D<sup>2</sup></b>	<b>E<sup>2</sup></b>	<b>E<sup>2</sup></b>	<b>D<sup>2</sup></b>	<b>D<sup>2</sup></b>

- b. Swaps. Shift swaps will conform to Article Sixteen on swaps.
- c. Vacation process. 12-hour unit vacation bidding will follow Article Ten on vacation bidding, but will be offered and permitted solely among the 12-hour Bargaining Unit Members. Vacation bidding will be awarded in order of seniority.

- d. **Mandatory Draft.** Shift vacancies in a 12-hour unit will be filled in accordance with Article Eight. 12-hour unit Bargaining Unit Members are draft eligible on their first day off, provided however, that 12-hour unit Bargaining Unit Members cannot be drafted more than three (3) times in any calendar month. If no 12-hour unit Bargaining Unit Members are eligible for draft to cover a shift vacancy, a 24-hour unit Bargaining Unit Member will be drafted and assigned to the 12-hour unit shift vacancy.
- e. **Draft Procedure.** 12-hour Bargaining Unit Members are only draft eligible to their assigned unit and shift time. Draft notifications must be made in accordance with Section 5 of Article Eight.

**ARTICLE TWENTY-SEVEN  
INTENTIONALLY LEFT BLANK**

**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.

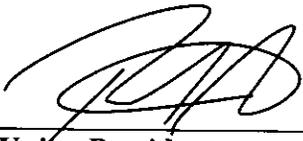
**Section 2.** The Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to 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, Friday, August 6, 2021.

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.

**FOR THE UNION**

  
\_\_\_\_\_  
**Union President**

7/9/19  
Date of Union ratification

**FOR THE COUNTY**

\_\_\_\_\_  
**County Administrator**

\_\_\_\_\_  
Date of Commission ratification