

CONTRACT BETWEEN

**COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS**

AND

**SOUTHWEST FLORIDA PROFESSIONAL FIREFIGHTERS
LOCAL 1826
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, INC.**

Effective Dates: July 13, 2021-September 30, 2025



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ARTICLE 1

PREAMBLE

Section 1.1 – Parties

In accordance with Chapter 447, Part II of the Florida Statutes, this Agreement is entered into by and between Collier County Board of County Commissioners (hereinafter “BCC,” “County,” “EMS/Fire,” or “Emergency Medical Service/Fire Department”) and the Southwest Florida Professional Firefighters, Local 1826, International Association of Firefighters, Inc. (hereinafter, “Union”).

Section 1.2 – Purpose

It is the intended purpose of this Agreement to achieve and maintain harmonious relations between the County and the Union. It is contemplated that this Agreement will serve the public interest by maximizing the efficiency and productivity of employees and providing fair treatment and compensation, and provide a procedure for the resolution of claims that this Agreement has been violated by either party.

Section 1.3 – Responsibility

The Union further recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Employees who are covered by this Agreement. The Union recognizes that in order for the County to provide maximum opportunities for the continuing employment and good working conditions, the County must be in a strong position, which means it must do business at the lowest possible cost consistent with fair labor standards. Therefore, the Union, through its bargaining position, assumes a joint responsibility in the attainment of the aforementioned goals and agrees it will cooperate with the County through its agents and designated stewards by supporting the County’s efforts to achieve a fair day’s work by the

employees covered by this Agreement, to actively combat absenteeism, slowness, and all other practices by employees which restrict or tend to restrict productivity.

ARTICLE 2
RECOGNITION

Section 2.1 – Unit Description

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-99-027, Cert. No. 1273, October, 1999.

The appropriate bargaining unit is comprised of full-time and job bank employees in the following classifications:

INCLUDED: Emergency Medical Technician
Paramedic
Paramedic/Firefighter
Helicopter Pilot
Lieutenant (Company Officer)
Lieutenant (Company Officer)/Paramedic/Firefighter

EXCLUDED: Managerial Employees
Confidential Employees
All employees not specifically included in the above-described unit.

Section 2.2 –Job Bank Employees

The County reserves the right to hire job bank employees to perform bargaining unit work, provided that the County will not use job bank employees to fill regular, budgeted full-time positions while employees are laid off and eligible for and subject to recall under Article 10. The number of job bank employees will not exceed 18% of the total number of full time bargaining unit employees.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1 – Specific Rights

The management of the Emergency Medical Service (“EMS/Fire”) and the direction of its work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to eliminate the operation or any part thereof; to change station locations; to increase or decrease the number of stations; to establish or eliminate battalions; to assign or reassign personnel within or among battalions or within or among shifts or stations on a temporary or permanent basis, consistent with the Agreement; and 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 establish and modify job descriptions; to assign and require employees to work overtime; to establish and change hiring procedures; to set the work schedules consistent with the Agreement; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change EMS/Fire 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 the EMS/Fire; to discipline, demote or discharge employees for proper cause; to lay off employees from duty for lack of work or for other legitimate reasons; to establish requirements for employment; to promote employees and to have

complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as may be necessary for the orderly and efficient operation of the EMS/Fire, shall all 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 3.2 – Reserve Rights

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

Section 3.3 – Civil Emergency

If, in the sole discretion of the Chair of the County Commission, or if unavailable, the Vice Chair, or if unavailable, the County Manager, 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 during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 3.4 – Incidental Job Duties

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

Section 3.5 – Policy Changes

The County agrees to provide notice to Local 1826 District VP and Assistant DVP, in writing (which includes electronic communication), of any change in EMS/Fire policies, procedures (e.g., General Orders, SOG's, SOP's) or rules of general application prior to implementation, which would affect members of the bargaining unit. If the written notice affects wages, hours of work or terms of employment, absent exigent circumstances the Union will have fourteen (14) calendar days from the date of the notice or, if no notice was given, from the date the Union's Field Representative became aware of any proposed change, to file any objections to the proposed changes with the County, which shall consider the objections before making its final decision. The objections, if any, will be filed with the EMS/Fire Chief or designee.

Section 3.6 – Designee

Unless a specific Section of the Agreement states to the contrary, the Department Head of Administrative Services is a designee of the Emergency Medical Services/Fire Department.

Section 3.7 – Impact Bargaining

Nothing contained in this Article shall be interpreted as a waiver of the Union's right to bargain over any impacts the exercise of these rights may have on wages, hours and/or terms and conditions of employment.

ARTICLE 4

STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 4.1 – Strike Prohibition

The Union and bargaining unit members do not assert and will not assert or advocate any right to engage in any work stoppage, slow down or strike, or to withhold services or otherwise hinder the County's operations. Each employee who holds a position with the Union also occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition of Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6.

Section 4.2 – Discipline Recognized

Any and all employees who violate any provision of the law prohibiting strikes or this Article shall be disciplined, up to and including discharge, by the County.

Section 4.3 – Remedies

It is expressly agreed and understood that in the event of a strike, the County may, in addition to other remedies available to it under law, petition a court of competent jurisdiction for appropriate injunctive relief, and/or cancel this Agreement. If this Agreement is cancelled as a result of a strike, the parties agree that the County has all the rights it had prior to the time the Union was certified and that it may make unilateral changes in wages, hours or terms and conditions of employment.

ARTICLE 5

NON DISCRIMINATION

Section 5.1 – Union/Non-Union Activity

There shall be no discrimination, interference, restraint, or coercion by the County against any employee for activity on behalf of, or membership in, the Union. There shall be no discrimination, interference, restraint or coercion by the Union or any Union member against any employee because of that employee's refusal to join the Union or participate in Union activity.

Section 5.2 – Protected Class

Employee rights as provided by local, state and/or federal law are hereby recognized; provided that allegations of discrimination based on race, sex, religion, national origin, disability, age or color or any other current or future protected class will be resolved in the appropriate court or administrative agency and not under Article 9, *Grievance and Arbitration Procedure*.

ARTICLE 6

DUES DEDUCTION

Section 6.1 – Authorization

The County, through the Office of the Clerk of the Court of Collier County, shall deduct from the pay of all Union members who authorize such deduction, the monthly dues payable to the Union. The County reserves the right to bill the Union for the cost of dues deduction if the Clerk of the Court charges the County for this service.

Section 6.2 – Deduction

Payroll deduction shall be accomplished in equal shares on the first and second pay period of each month. The County will only be responsible for deducting dues associated with the 26 paycheck schedule. There is no obligation for the County to deduct dues from specially prepared checks, such as early vacation pay.

Section 6.3 – Form

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

Section 6.4 – Indemnification

The Union agrees to indemnify the County and the Clerk of the Court, and hold them harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the County or the Clerk's compliance or efforts to comply with this Article. Neither the County nor the Clerk of the Court has any obligation to inform employees of the amount of Union dues or change of such dues.

Section 6.5 – Certification of Dues Amount

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

Section 6.6 – Transmission of Dues to Union

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

Section 6.7 – Limitation on Deductions

No deductions will be made at any time for any monies representing fines, fees, penalties, or special assessments.

Section 6.8 – Effective Date of Deduction

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

Section 6.9 – Cancellation

Any employee may withdraw from membership in the Union at any time upon 30 days written notice to the County and the Union. Upon receipt of such notification, the County shall terminate dues as soon as practical.

Section 6.10 – Role of Collier County Clerk of Court

It is understood that the Clerk of the Court is a Constitutional Officer and is not subject to control by the Collier County Board of County Commissioners. Preparation of the County's

payroll and Union dues deduction is a service provided by the Collier County Clerk of the Court. Therefore, the County is neither responsible nor liable for failure to withhold Union dues or mistakes made in dues deduction by the Clerk's Office. The County will work with the Union to correct any mistakes made by the Clerk's Office.

Section 6.11 – Good and Welfare Fund

A good and welfare fund will be established with a portion of Union dues collected for Local 1826/I.A.F.F., Inc., District 14 members.

ARTICLE 6 -- EXHIBIT 1

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

I hereby authorize the **Collier County Board of County Commissioners**, through the Clerk of the Court of Collier County, to deduct from my earnings, the regular monthly dues (uniform in dollar amount) in the amount certified by the Treasurer of Local 1826/I.A.F.F., Inc., and further authorize the remittance of such amounts to said local Union in accordance with the currently effective Agreement between the County and the Union. This authorization is revocable by a notice in writing to the **Collier County Board of County Commissioners**.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the County and the Clerk, and the respective agents and employees of each from any liability therefor.

NAME _____ DATE _____

SAP# _____

SIGNATURE _____

AUTHORIZATION TO STOP PAYROLL DEDUCTION OF UNION DUES

I hereby authorize the **Collier County Board of County Commissioners**, or its agent, to stop deducting the sum which was designated and current by the Treasurer of Local 1826/I.A.F.F., Inc. from my wages.

NAME _____ DATE _____

SAP# _____

SIGNATURE _____

ARTICLE 7

JOB BANK EMPLOYEES

Section 7.1 – Job Bank Employees

The County reserves the right to hire job bank employees to perform EMT and Paramedic duties bargaining unit work, provided that a job bank Paramedic will not be in charge of an ambulance or ALS engine. The County will not use job bank employees while there are qualified full-time employees on lay-off eligible for recall.

Section 7.2 – Pay

Job bank employees shall not be permitted to work more than one hundred sixty-eight (168) hours in any pay period. A Union representative will have access to payroll records to ensure compliance. The job bank employee must notify the County if the offered hours will cause them to exceed the one hundred sixty-eight (168) hour maximum. Job bank employees will be paid at the rate set forth in Article 20. Benefits, except to the extent required by law, or as outlined by this Agreement, will not be paid to job bank employees.

Section 7.3 – Not Covered by Contract

Job bank employees are covered by all Articles of this Agreement unless the Article or Section specifically excludes job bank employees.

Section 7.4 – Schedule

Job bank employees are required to post availability for the subsequent month by the 20th day of each month. Job bank employees have the right to refuse any days for the subsequent month as long as they are available for at least eight (8) 24-hour shifts per month. At a minimum

Job bank employees are required to be available two (2) weekend days (Saturday or Sunday) per month. Job bank employees are not eligible for any type of leave benefit.

Job bank employees are required to be available to work three (3) of the five (5) holiday shifts between Thanksgiving and New Years each year (Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Years Day). Availability for the holiday periods must be posted on the job bank employee's sign up schedule no later than November 1st of that calendar year. Job bank employees may make themselves available for 12-hour shifts after the above 24-hour availability obligations are met.

ARTICLE 8

SENIORITY

Section 8.1 – Definition

Seniority is defined as continuous, regular service with Collier County EMS/Fire and is that time actually spent on active payroll plus those periods specified in Section 2 of this Article. The seniority date shall be an employee's last date of hire in Collier County EMS/Fire. If two or more employees have the same EMS/Fire date of hire, relative seniority will be determined by the last four digits of the employees' social security numbers, with the lowest number the most senior. It is agreed that the seniority provisions of this Agreement shall not apply to employees who have not completed their probationary period; however, upon the satisfactory completion of his/her probationary period the employee will be entered on the seniority list as of the original date of hire. For purposes of this Article, Article 10 and the *Vacation* Section under Section 14.3, seniority for a job bank employee who becomes a regular full-time employee will begin on the date of hire as a job bank employee, following completion of probation. Seniority does not apply to benefit accruals or for any other purpose under this Agreement.

For bid purposes, employees that work on a ground ambulance will base their seniority on their original date of hire, as calculated by Section 8.2. For employees that participate in specialty programs or within the firefighter classifications, their seniority for purposes of specialty bid assignment will be based on the first date that the employee started working in that program; in the event acceptable documentation of the start date is unavailable, seniority will revert to the original date of hire.

Section 8.2 – Calculation of Seniority

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

- A. Approved leaves of absence.
- B. Vacation periods.
- C. Periods of temporary layoff for a regular employee up to six (6) months.
- D. Periods of illness or accident up to one (1) year.
- E. Qualifying periods of service in the Armed Forces of the United States.
- F. Leave granted under the Family Medical Leave Act.

Section 8.3 – Loss of Seniority

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

- A. He/She voluntarily quits.
- B. He/She is discharged and not reinstated with full benefits.
- C. He/She has been continuously laid off for a period of more than six (6) months.
- D. He/She fails to return to work on the date designated in a notification to return to work following layoff.
- E. He/She fails to return to work at the end of any period specified in Section 8.2.

Section 8.4 – Probationary Period

The first twelve (12) months of employment with Collier County EMS/Fire shall be considered probation. If an employee is promoted within the first six (6) months of their employment, they will not be considered off probation until after receiving a "meets expectations or above" or other comparable evaluation that is performed immediately prior to the expiration of their first twelve (12) months of employment. This probationary period may be extended up

to three (3) months. If an employee is promoted after the first six (6) months of their employment, the promoted employee has a six (6) month probationary period from the date of that promotion.

Section 8.5 – Annual Seniority List

The County shall provide by October 1st of each year, a seniority list of regular full-time employees in the bargaining unit. The seniority list shall be based as previously defined in this Article, Section 8.2. The seniority list shall be used as required for the basis of action under other articles of this Agreement. The seniority list shall be conclusively presumed accurate unless challenged by the Union within fourteen (14) calendar days of its receipt by the Union.

Section 8.6 Veterans' Preference Seniority for Lay-off and Recall

Veterans' Preference will apply in all layoffs and recalls. The preference will be as follows: for each full year of active military service the employee will receive one (1) month credit toward the calculation of seniority.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1 – Purpose

In a mutual effort to provide a harmonious working relationship, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this.

Section 9.2 Grievance

A. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or group of employees may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement which is subject to the Grievance Procedure.

B. The Union or employee may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or as precedent in any subsequent arbitration case unless the Union and the County mutually agree in writing that the grievance is precedent setting.

C. No grievance can be amended or supplemented after the submission at Step 1 without the written consent of the Emergency Medical Services/Fire Chief.

D. There is no duty to arbitrate any grievance where the factual basis of the grievance occurred prior to the execution of this Agreement or after the expiration of this Agreement.

Section 9.3 – Right of Individuals to A Just Grievance

Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his/her own grievance in person and having such grievances adjusted; provided the adjustment is not inconsistent with the terms of this Agreement. If the grieved employee requests Union representation, the grievant will notify the Emergency Medical Services/Fire Chief or designee. It is the responsibility of the grievant to notify the Union of any meeting called for the resolution of such grievances.

Section 9.4 – General

A. A reasonable effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance.

B. The Union will not be required to process grievances for employees who are not members of the Union, but may be present at any meeting where the grievance may be settled. The County shall notify the Union of any such meeting.

C. Except in exceptional circumstances (i.e., when the employee's presence or continued presence on County property may create a danger to County employees or the public), an employee shall have the right to an informal meeting prior to the implementation of discipline without pay, disciplinary demotion, or termination. At least forty-eight (48) hours prior to any such meeting, the employee and Local 1826 will receive written notice of the time and place of the meeting.

Section 9.5 – Requirements of Written Grievance

All grievances, as outlined above, must be in writing and must contain the following information:

- (1) Article and Section of the Agreement alleged to have been violated;
- (2) A full statement of the grievance, giving facts, dates and times of events, and if possible, specific violations. The grievance shall also contain the remedy or adjustment desired;
- (3) Signature of aggrieved employee and date signed;
- (4) Signature of the Union representative (must be a designated official or his/her designee) if the grievant requests Union representation;
- (5) A class grievance may be filed when a single issue applies to more than one employee and in such cases the elected employee representative or Principal Officer must sign the grievance form.

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

Section 9.6 – Steps

Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant or designee shall present in writing his/her grievance to his/her immediate or acting supervisor within fourteen (14) calendar days of the occurrence of the action giving rise to the grievance, with an email copy to the EMS Chief. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall reach a decision and communicate in writing to the grievant within fourteen (14) calendar days from the date the grievance was presented. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

STEP 2: If the grievance is not settled at Step 1, the grievant or designee, within seven (7) calendar days of the answer in Step 1, may present it to the Chief of Emergency Medical Services/Fire. The Emergency Medical Services/Fire Chief shall investigate the alleged grievance and may conduct a meeting with the grievant. The Emergency Medical Services/Fire Chief shall notify the aggrieved employee of the decision no later than seven (7) calendar days following receipt of the grievance at Step 2. Failure of the Emergency Medical Services/Fire Chief to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If the grievance is not settled in Step 2, the grievant or designee, within seven (7) calendar days of the answer in Step 2, may present the written grievance to the Department Head of Administrative Services (Department Head). The Department Head shall investigate the alleged grievance and may conduct a hearing or meeting with the grievant. The Department Head shall notify the aggrieved employee in writing of the decision not later than seven (7) calendar days following the submission of the grievance at Step 3. Failure of the Department Head to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4.

STEP 4: If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedures, the grievant may request arbitration in writing to the Human Resource Department no later than seven (7) calendar days after the response is received.

Section 9.7 – Arbitration

Whenever the aggrieved employee requests arbitration in accordance with the provisions of Section 9.6, the grievant may request the Federal Mediation and Conciliation Service to

submit a panel of seven (7) arbitrators. The request must be made within fourteen (14) calendar days of the denial of the grievance at Step 3. Arbitrators shall be selected from such panel by alternately striking names from this list (the grievant shall strike first) until the last name is reached. The Union reserves the sole authority over whether to proceed to arbitration on a particular grievance.

Section 9.8 – Rules Applicable to Grievance/Arbitration

The following general rules are applicable to this Article:

A. 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 only the power to rule on grievances arising under this Agreement, as defined under Section 9.2 and which comply with the requirements of Section 9.4, Section 9.5, and the time limits established by this Article.

D. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievance under Step 1 of Section 9.6.

E. The arbitrator shall not receive into evidence nor rely upon any past practices that occurred prior to the date of execution of this Agreement.

F. The arbitrator's sole authority with regard to monetary awards is the award of back pay and lost benefits of a monetary value. No interest, costs or other damages of any type whatsoever may be awarded.

G. There is no duty to arbitrate any grievance where the factual basis of the grievance occurred prior to the execution of this Agreement or after the expiration of this Agreement.

Section 9.9 – Appeals

The ruling of the arbitrator shall be final and binding on the Union, on all bargaining unit employees and on the County; provided, however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

Section 9.10 – Costs

The costs of the arbitration, including the costs of the arbitrator and all court reporter fees, shall be borne by the losing party. Each side desiring a transcript will pay for it. Expenses, including wages for witnesses, shall be borne by the party calling them.

ARTICLE 10

PERSONNEL REDUCTION

Section 10.1 – Layoff Procedure

In the event of a layoff, the County will declare a surplus by classification. The County will consider a number of relevant factors in determining selection of individuals for layoff, with the public interest to be of prime importance. Factors to be considered include, but are not limited to:

- A. Conduct/disciplinary record for the last thirty-six (36) months of current employment term, with exclusion of Records of Conversations (ROC's);
- B. Attendance record for the last thirty-six (36) months (excluding workers compensation and FMLA); and
- C. Seniority.

As between two employees, if the County, in its sole discretion, determines factors A, B and C are relatively equal at the time of layoff, seniority shall prevail.

Section 10.2 – Recall

Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the County in a classification until all members of the bargaining unit who were laid off in that classification within the prior six (6) months are offered recall. Within three (3) work days of a certified receipt date, laid off employees must signify in writing, their intention of returning to work, to the Emergency Medical Services/Fire Chief or designee. Failure to respond to the notice within the prescribed time limits previously stated, or failure to report on the date designated, shall constitute a resignation by the employee.

Section 10.3 – Eligibility for Recall

To remain eligible for recall, the employee must possess all licenses and certifications required for the job and be physically and mentally able to perform the essential functions of the job, consistent with the Americans with Disabilities Act. Laid off employees will be allowed to attend the Medical Directors in-services and all renewal certifications classes required of CCEMS/FIRE employees if space is available. Said employees will not be financially compensated for their attendance. The laid off employee will be responsible to pay the fee of recertification (i.e. ACLS and BLS), if any.

ARTICLE 11

PROMOTIONS/REASSIGNMENT WITHIN UNIT

Section 11.1 – Definition

A promotion/reassignment is defined as either movement from a lower rank to a higher rank within the bargaining unit (i.e. Paramedic to Lieutenant/Company Officer) or movement into a specialty assignment (i.e., FTO, MedFlight, Tox, SAR and Tactical). Promotions/reassignment to a rank or position outside the bargaining unit is not covered by this Agreement.

Section 11.2 – Selection

A. Promotions/reassignments are offered in an effort to recognize and reward an employee for permanent acceptance of increased responsibilities.

1. The selection process shall at least consist of the following components:

- a. Written Examination taken from materials published in a list to candidates 21 days prior to testing.
- b. An oral interview.
- c. Practical and / or written scenario

B. Within fourteen (14) days of the close of testing, a candidate list shall be posted listing the employees ranked in order of final results. The Chief may suspend a person's position on the list based on documented significant operational or training deficiencies.

C. Following the initial promotions from the promotional list, the remaining list shall remain active for a period of twelve (12) months from the last date of testing or until all names

have been exhausted. Exception: Job bank promotional testing lists will remain active for a period of six months from the last date of testing or until all names have been exhausted.

D. The County will make every attempt to conduct annual testing for promotions to maintain an active list.

Section 11.3 – Pay Upon Promotion/Reassignment

Upon promotion/reassignment to a classification with a higher pay grade, the employee shall receive at the County's discretion, a pay increase between one percent (1%) and no greater than ten percent (10%), which amount, shall not be less than the base salary of the new position, and shall not exceed the maximum pay of the new classification.

ARTICLE 12

HOURS OF WORK AND OVERTIME

Section 12.1 – Work Schedule

Regular full-time employees in the bargaining unit will work one of the following schedules:

A. Twenty-four (24) hours on duty followed by forty-eight (48) hours off duty in a repeating rotating schedule. Non-seasonal units established after the date of this Agreement will be assigned to twenty-four (24) hour shift, within the limits of available staffing.

B. Twelve (12) hours on duty followed by twelve (12) hours off duty with the number of days as scheduled by the County; provided that the current twenty-four (24) hour units will not be permanently converted to twelve (12) hour units during the term of this Agreement. Helicopter Pilots, employees assigned to seasonal units, out-of-county transfer, special events, and inter-facility transport units may be assigned to shifts of less than twenty-four (24) hours.

C. Eight (8) hours on duty for five (5) consecutive days.

Section 12.2 – Overtime Pay

Regardless of shift assignment, employees will be paid overtime as required by the Fair Labor Standards Act. Except as otherwise provided herein, leave time, whether paid or unpaid, will not be counted as time worked for overtime purposes.

Section 12.3 – Overtime Assignment

Overtime shall be awarded according to a Mandatory Overtime and Scheduled Overtime Distribution SOG. Employees shall have the ability on the EMS/FIRE scheduling program to elect the hours and/or specific portions of a twenty-four (24) hour shift or for a dedicated qualifying event they are available to work overtime. Employees may be mandated outside of

those hours selected if management is unable to secure someone off the voluntary list, or the employee finds their own coverage.

Section 12.4 – Maximum Continuous Hours

At no time shall an employee be permitted to work more than fifty (50) hours in any rolling (“continuous”) seventy-two (72) hour period on an ambulance, ALS Engine, Quick Response vehicle, helicopter or other first response field unit unless being held past the fifty (50) hour mark is due to a late call or is the result of a declared state or local emergency. The employee will be given a minimum of twelve (12) hours off the ambulance following working 48 hours or 50 continuous hours. Should the employee choose to work a previously scheduled detail, attend training, or work on administrative duties it will be permitted.

Section 12.5 – Workweek

The workweek will begin on Saturday and end on a Saturday 168 hours later.

Section 12.6 – Early/Late Report

Employees who are held over beyond their normal work shift shall accumulate hours worked in one-quarter hour increments rounded to the next nearest quarter hour. Employees called in to work earlier than normally scheduled in conjunction with a scheduled work day, shall be paid in increments of one-quarter (1/4) hour. Employees who report to work late will receive no pay for the time missed, rounded to the nearest one-quarter (1/4) hour increment.

Section 12.7 – Bargaining Unit Work

Nothing in this Article or in this Agreement shall be interpreted as prohibiting or in any way restricting Collier County EMS/Fire non-bargaining unit members from performing bargaining unit work on a temporary basis. This Section will not be utilized to allow the County to subcontract out units nor to permit replacement of bargaining unit personnel with employees

of a partnership agency, except when the non-Collier personnel are working on County vehicles as part of the ALS Engine Program, , Interlocal Agreements, or other similar program.

Section 12.8 – Pilot Assignment

Helicopter Pilots who are unable to fly due to helicopter maintenance will report to work for their normal shift (may be reassigned to days) and be assigned other duties or flight work as assigned by the Chief for the duration of their shift, and therefore not suffer any loss of pay as the result of those conditions outside their control. Pilots may be utilized to assist the mechanic with the starts required for helicopter repair or perform other aviation-related duties. In the event the helicopter is out of service due to maintenance for periods longer than forty-eight (48) consecutive hours, Pilots may be provided alternative assignments as determined by the Chief, provided there is no training scheduled for MedFlight personnel during these extended periods when the helicopter is down due to maintenance. When MedFlight is unable to fly due to changes in the weather conditions, Pilots will remain assigned to their normal work hours and shall continue to report to MHQ to be available to run calls when the weather changes.

ARTICLE 13 — A

SICK LEAVE

Section 13.1 – Eligibility

All regular and probationary employees shall be entitled to accrue, and use accumulated sick leave with pay from the date of hire. Job bank employees do not accrue sick leave benefits.

Section 13.2 – Accrual of Sick Leave

A. Regular employees hired after September 30, 1993, shall accrue hours of sick leave on the following schedule:

40/42-hour	3.69 hours per biweekly pay period
56-hour	5.17 hours per biweekly pay period

B. Regular employees hired on or before September 30, 1993, shall accrue hours of sick leave on the following schedule:

40/42-hour	4.62 hours per biweekly pay period
56-hour	6.47 hours per biweekly pay period

C. Regular employees may accrue an unlimited number of sick leave hours throughout their county career.

D. Employees hired from other Collier County Divisions and/or any Collier County Constitutional Officer agencies with a break in service of less than 30 days may transfer their accumulated sick time. The date of hire with the other Collier County Divisions and/or Collier County Constitutional Officer agency shall determine the sick leave accrual rate with Collier County EMS.

E. Sick leave shall be accrued based on regular hours worked and any paid leave.

F. Leave without pay and hours more than forty (40) hours, forty-two (42) hours, or fifty-six (56) hours average per week, as applicable, are excluded from sick leave accrual.

Section 13.3 – Use of Sick Leave

- A. Sick Leave shall be productive for the purposes of wages and overtime.
- B. The minimum charge for sick leave shall be one half (1/2) hour units.
- C. Sick leave may be granted for the following purposes:
 - 1. Personal illness or injury.
 - 2. For appointments with medical, dental, or other recognized practitioners for consultation or treatment when such appointments cannot be reasonably scheduled during non-work hours.
 - 3. Serious illness, injury and/or disability in the employee's immediate family where the employee's presence is necessary to provide care. For purposes of this Section, immediate family is defined as spouse, spouse's parents, children, step children, brother, sister, parents, step parents or loco parentis.
 - 4. Disabilities arising out of pregnancy, childbirth, and recovery, to the extent considered medically necessary by a physician, shall be treated as other temporary, non-job connected disabilities in terms of eligibility for sick leave, vacation, or leave of absence.
 - 5. Employees must use all of their sick time prior to using short-term or long-term disability.
- D. Notification and Proof of Illness.
 - 1. The employee shall be responsible for notifying the EMS Battalion Chief on duty or Chief Pilot via voice phone call, two (2) hours or more before the start

of the shift on each day of absence. Failure to provide timely notice will result in deduction of sick leave time for two (2) hours of no call-in prior to starting time and for any time missed during assigned shift hours prior to notification.

2. Employees will be required to supply proof of sickness, injury, or disability, including that of the employees' family as described in Article 13.3, Section C-3 by submitting, at their own expense, a prescription receipt with name and date noted or receipt showing payment that medical services were rendered.

(a) After seven (7) non-consecutive sick leaves during a calendar year; or

(b) When there is a pattern or practice of sick leave usage; or

(c) When there is a basis to form a reasonable suspicion that the sick leave is being abused; or

(d) Proof of illness may be required for mid shift sick leave if there is a suspicion of abuse; or

(e) if an employee calls in sick on an unapproved vacation day.

3. The employee will be entered as Leave Without Pay until the requested physician's note is received and approved by the Chief or designee. The employee has the right to blackout personal information on the prescription or receipt, including the name of the medication. When an employee has had an illness which requires hospitalization or results in absence from work for more than two (2) consecutive shifts or more than five (5) consecutive days, whichever is greater, the employee shall provide a doctor's note stating that the employee may return to

work. The third consecutive shift or sixth consecutive day and thereafter will be entered as leave without pay unless a doctor's note is provided.

4. When out on leave for medical reasons, an employee is required to first use all accrued sick leave prior to using leave without pay. With management's approval, the employee may use vacation leave or compensatory time (pilots), if sick leave is exhausted prior to being placed on leave without pay.

5. In cases of accident or injury, a medical leave may be granted without prior notice.

Section 13.4 – Sick Leave Pay Upon Separation

A. Active employees of record who had a minimum of two (2) years of service as of August 2, 1996, had the balance of their sick leave calculated and given a dollar value as of the end of the workday of August 2, 1996, as follows:

Total hours sick leave accrued X percent allowed upon separation (see chart below) = hours to be paid.

YEARS OF SERVICE	% PAID AT SEPARATION
At least 2 years but less than 5 years	20%
At least 5 years but less than 10 years	25%
At least 10 years but less than 15 years	35%
At least 15 years but less than 20 years	40%
After 20 years	50%

B. Upon separation, each employee's total accrued sick leave will be calculated and valued in the same manner again. Employees who are separated from County employment due to misconduct, job abandonment or violations of the Code of Ethics shall not be entitled sick leave pay upon separation.

C. No employee hired after August 2, 1994, shall receive payment for accrued sick leave upon separation.

D. The maximum amount of sick leave hours that may be paid to an employee at separation is 1040 hours.

E. Regular full-time employees who are laid off from County service shall have the option of receiving payment for sick leave at the time of layoff as provided in this Section or retaining eligible accrued sick leave hours for a period of six (6) months.

F. In the event an employee is separated because of death, sick leave shall be paid in the final paycheck as calculated above.

Section 13.5 – Attendance Incentive Plan

The Attendance Incentive Plan will allow hours of sick leave to be converted to vacation hours as described below:

Sick Leave Usage in Hours	Amount of Hours to be Converted
0	72 hours
1-24	48 hours
25-48	24 hours

Section 13.6 – Sick Leave Bank

The County shall establish an EMS/Fire Employee Sick Leave Bank separate from the County Sick Leave Bank for use by all Collier County Emergency Medical Services bargaining unit employees as outlined in this Section.

A. An employee having used all of his/her vacation and sick hours due to absence resulting from a serious illness, accident or disability may receive donations from the Sick Leave

Bank as hereinafter provided. Employees out as the result of a worker's compensation injury may not be considered for Sick Leave Bank usage. To be eligible to participate, the employee must be a regular full-time employee and have completed the initial probationary period.

B. An employee having used all of his/her vacation and sick time resulting from an immediate family member's serious illness, accident or disability may receive donations from the Sick Leave Bank as herein provided. For purposes of this Section, immediate family is defined in Article 13, Section 13.3, C-3.

C. An employee must contribute initially at least eight (8) hours of accrued sick leave, personal leave or vacation to participate in the Sick Leave Bank program. Donations to the Sick Leave Bank must be authorized by the employee by completing and signing the Sick Leave Bank Donation Form.

D. Every year in October, a notice will be sent to all employees requesting donations be made to the Sick Leave Bank. Employees who wish to continue their participation in the program must fill out the form every year and donate the requested time. The donated time will only be in eight (8) hour blocks. All participating employees will contribute the same number of hours. After annual donation, an accounting report of Sick Leave Bank will be provided to the Sick Leave Bank Committee and DVP.

Establishment of the Sick Leave Bank Committee will be described below:

1. One (1) bargaining unit member chosen by the District 14 DVP
2. One (1) bargaining unit member chosen by the EMS/Fire Chief
3. One (1) EMS/Fire Chief

The EMS/Fire Chief will select their bargaining unit member October 2023 for a 12-month term. District 14 DVP will select their bargaining unit member October 2023 for a 24-month term. After initial terms, both selected member terms will be for 24 months.

E. The EMS/Fire Chief, the District 14 DVP, or an employee may request the establishment of a leave bank account. The request shall be submitted in writing to the EMS Chief, who then shall communicate with the Sick Leave Bank Committee. The decision of the Committee will be final and not subject to the Grievance and Arbitration Procedure.

F. Use of leave from the Sick Leave Bank shall not exceed 240 hours. Exceptions to this rule, which would permit the approval of up to another three (3) months or 720 hours of Sick Leave Bank usage, can be approved by the Sick Leave Bank Committee. The Sick Leave Bank Committee shall have the right to review all previous sick leave bank usage when reviewing a request for use.

G. As long as the employee is in a pay status, the County will maintain its contributions to the health insurance program for that employee.

H. Employee donations to the Sick Leave Bank will not impact their eligibility for the Attendance Incentive Program.

I. An employee receiving paid leave from the leave bank as a result of the employee's own serious health condition, defined as an illness, injury, or impairment, physical or mental condition, that involves inpatient care in a hospital, hospice, or residential medical care facility or requires continuing medical treatment by a health care provider shall be considered to be on medical leave. Such leave shall be counted against the employee's leave entitled in accordance with the Family and Medical Leave Act of 1993 (FMLA).

ARTICLE 13 — B

PERSONAL LEAVE

Section 13.1-B Personal Leave

All full-time Collier County EMS employees will be eligible for forty-eight (48) personal leave hours with pay per calendar year.

- A. The personal leave hours will be credited at the employee's time of hire.
- B. Personal leave hours shall not be accrued or be transferred to any other leave account and shall be forfeited by the employee if not used during the calendar year.
- C. Employees who resign, are laid off, or are otherwise separated or discharged from County Service shall not be entitled to be paid for any unused personal leave balance.
- D. The minimum charge for personal leave shall be in one half (1/2) hour units.
- E. Personal leave may be used by the employee to conduct personal business. Staffing requirements and the ability to serve the public shall be considered in approving the leave request.
- F. Supervisors may require seventy-two (72 hours) advance notice if an employee wishes to use personal leave.
- G. Personal leave will be counted as productive time for EMS bargaining unit employees.

ARTICLE 14
VACATION LEAVE

Section 14.1 – Accrual

Employees shall accrue vacation hours according to the following schedule:

<i>LENGTH OF SERVICE</i>	<i>YEARLY VACATION HOURS'</i>		<i>ACCRUAL PER PAY PERIOD</i>	
	<i>WORK WEEK</i>		<i>WORK WEEK</i>	
	<i>40</i>	<i>56</i>	<i>40</i>	<i>56</i>
0 – end of 2 Years	80	120	3.08	4.615
3 – end of 6 Years	120	168	4.616	6.464
7 – end of 20 Years	160	240	6.152	9.23
21+ Years	200	288	7.616	11.08

Employees accrue vacation hours from their first day of full-time employment. The maximum number of vacation hours an employee is permitted to accrue is 480. Vacation leave in excess of 480 hours will be automatically converted to sick leave. If at the time of separation the employee has more than 320 hours of vacation only 320 hours will be reimbursed by the County.

Section 14.2 – Selection

Employees may select vacation dates for one or more shifts before December 1st for the period February 1 through January 31 of the next year. Selections for the following holiday time frame must be submitted via email to the designated Battalion Chief prior to December 1st for the next year periods. These emailed requests will be entered prior to any Webstaff submissions entered by the employee. Vacation dates shall be selected in this time frame shall be granted to employees based on seniority.

Section 14.3 – Maximum

A. Except as hereinafter provided, the County shall allow up to eight (8) 12/24-hour bargaining unit employees off duty on vacation leave per shift; additional leave may be granted at the Chief's discretion. Within the eight (8) allotted employees off on vacation, only two (2) flight paramedics per shift will be allowed off on vacation or swaps. Any additional requests will be considered by the EMS Chief or designee based on staffing needs. EMS Management has the right to deny vacation requests in order to assure proper staffing of the helicopter.

B. During the Holiday periods set forth in Section 14.6, only five (5) bargaining unit employees may be off duty on vacation leave per shift. Two additional bargaining unit employees may be allowed off-duty on vacation, provided they find their own coverage, with the Chief's approval.

C. Pilots shall schedule vacation, with the approval of the Chief Pilot, provided that no more than one pilot, including the Chief Pilot, can be on vacation at any time. The Chief Pilot will select vacation first.

D. Employees on swap, personal leave and union leave shall not count against the number of employees off on vacation per shift.

Section 14.4 – Increments

Vacation leave for 24-hour shift employees must be taken in minimum of twelve (12) hours at any time if the County is to be responsible to locate and secure coverage for the employee. Employees on twelve (12) and eight (8) hour shifts can take vacation in six (6) or four (4) hour increments, respectively. Employees may use vacation in one (1) hour increments provided the employee finds their own overtime coverage. The employee working the overtime

must agree to do so in writing. If the employee who agreed to work the overtime fails to work it for any reason, he will be charged one and one-half (1 1/2) vacation hours for each hour the employee failed to work, unless they find an acceptable replacement. In the event the employee scheduled to work the overtime fails to do so and provides a prescription or a doctor's receipt as proof of illness, the employee will not be charged for the hours not worked. The Rules Governing Shift Exchanges and Procedures under Sections 18.8 and 18.3 respectively will apply to this Section.

Section 14.5 – Vacation Pay Upon Separation

Employees who are separated for any reason will be paid for accrued but unused hours, not to exceed 320 hours, at the employee's rate of pay at the time of separation.

Section 14.6 – Vacation Leave During Holiday Periods

No employee shall be granted vacation leave during the same holiday period in two consecutive years; unless no other employee requests vacation for the same period the second year. For the purposes of this Section, holiday periods shall be defined as follows:

HOLIDAY	VACATION PERIOD INCLUDED IN THIS SECTION
Fourth of July	July 1 st through July 7 th
Thanksgiving	Tuesday in November prior to Thanksgiving through the Sunday in November after Thanksgiving
Christmas	December 21 st through December 28 th
New Year's	December 29 th through January 2 nd

Employees who are granted vacation leave during one of the periods listed above will not be granted vacation leave in the same period in the following year, unless no one requests the shift during the annual vacation request period, then the process becomes first come first served.

Section 14.7 – Shift Changes

Employees who are required to change shifts by the County and who have been approved for vacation leave prior to the change of shift, will be granted the same time frame for vacation leave on their new shift. Vacation leave will be honored even if granting the leave causes more employees to be off for that period than is allowed in Section 14.3. Employees who are granted a shift exchange at the employee's request that had been approved for vacation leave prior to the change in shift will be granted the same time frame on their new shift, provided there is a vacation slot(s) available.

Section 14.8 – Use of Vacation for Sick Leave

In addition to scheduled use under Section 14.3, with the prior approval of the Emergency Medical Services/Fire Chief or designee, accrued vacation leave may be used for uncovered portions of sick leave if all sick leave has been exhausted.

Section 14.9 – Non-Scheduled Vacation Request

A. Employees who submit requests for vacation outside the provisions of Article 14.2 shall be granted vacation on a first-come, first-served basis, subject to the limitations of Section 14.3. Requests under this Section must be received seven (7) days prior to the beginning of the shift for which the employee is requesting vacation. Any requests less than seven (7) days may be approved by the Assistant Chief or designees.

B. Employees experiencing last minute personal situations requiring immediate attention, may, with the approval of the Assistant Chief, utilize vacation time to handle the situation. Such approval may not exceed twenty-four (24) hours in length and must be taken in minimum one-hour increments. The Assistant Chief may, at their discretion, require proof from the employee of the need for the last-minute vacation leave upon the employee returning to work.

Section 14.10 – Change in Schedule

Employees who are moved from a forty (40) hour per week schedule to a fifty-six (56) hour per week schedule, and vice versa, shall have their accrual rate for vacation leave hours adjusted either up or down as listed above, beginning with the first work day on the new schedule. All accrued vacation hours earned and not yet used prior to the date of the shift change shall remain intact, unadjusted and available for the employee to use on an hour-for-hour basis per the guidelines of this Article.

Section 14.11 – Vacation as Time Worked

Time off on vacation leave will count as time worked for overtime purposes.

Section 14.12 – Vacation Sell-Back

Members of the bargaining unit are eligible to participate in the County's Vacation Sell-Back program.

Section 14.13 – County Policy

The County Administrative Procedure regarding vacation leave, holidays and all other leave, whether paid or unpaid, is not applicable to employees covered by this Agreement.

Section 14.14 – Approved Leave Start Time

An employee's approved leave, to include shift exchange begins at the end of the shift prior to an approved leave or shift swap. The leave or shift exchange must be in excess of 12 hours.

ARTICLE 15
LEAVES OF ABSENCE

Section 15.1 – Leave of Absence

Upon written request from a regular full-time non-probationary employee and recommendation from the Emergency Medical Services/Fire Chief, the County, in its sole discretion, may grant a leave of absence, without pay, to regular, full-time employees for a maximum of three (3) months. Leave without pay will not be granted unless the employee has exhausted his/her vacation leave and compensatory time and, where appropriate, sick leave. Temporary and job bank employees are not eligible for leaves of absence under this Article.

Section 15.2 – Purpose

Such leaves are intended to be granted only for temporary disability, health, parental, education, military service or extenuating and extraordinary personal reasons.

Section 15.3 – No Benefit Accruals

Other than retaining the original date of hire, and except as otherwise provided by law, no benefits, including sick and vacation leave accrual, will accumulate during unpaid leaves of absence.

Section 15.4 – Insurance Benefits

Other than leave under the Family Medical Leave Act (“FMLA”) or as otherwise provided by law, if a leave of absence is granted, an employee’s insurance benefits will be continued only if the employee remits to the County the total premium amount monthly that represents both the employee’s and the County’s share for insurance. The employee will be advised of the amount and date premiums are due. Insurance premiums for continuation of

employee and dependent coverage for employees on leave will be paid by the employee and County consistent with County Policy.

Section 15.5 – Return from Leave

When the term of the leave of absence expires, the employee shall be reinstated to his/her original position when the vacancy for that position becomes available, if the employee complies with and meets all current requirements for the position. This may include practical and written testing as required by the County at its discretion and any other credentials or licenses, which may be required. Reinstatement following leave under the FMLA will be in accordance with the law, and the County retains the right to require returning employees to take any medical or other tests permitted by the FMLA. Employees returning from FMLA leave must meet the certification and license requirements and the testing required by the Emergency Medical Service/Fire Medical Director.

Section 15.6 – Family Medical Leave Act (“FMLA”) Leave

Employees will be eligible for leave without pay under the FMLA as provided in that Act and regulations adopted there under. A notice advising employees of leave availability under the FMLA will be posted with other official County postings. Employees using leave under the FMLA for his/her own serious health condition must first exhaust available sick leave prior to going on leave without pay, unless the absence is covered by the County’s disability or worker’s compensation insurance. Employees taking leave following the birth or adoption of a child beyond that which the employee’s doctor considers medically necessary must use accrued vacation leave prior to going on leave without pay. Employees using leave under the FMLA to care for a child, spouse, loco parentis, or parent as required by the Act must use all accrued vacation leave prior to taking leave without pay.

Section 15.7 – Compensation During Job-Related Injury

Any employee with a job-related injury or illness will be eligible for workers' compensation based on applicable state law. The employee's workers compensation payments may be supplemented as provided by County policy. The County agrees to establish a Workers' Comp Leave Bank upon ratification of this contract for use by all Collier County Emergency Medical Services bargaining unit employees. Employees who are assigned to light duty because of a job-related injury may request Workers' Comp Leave Bank hours to supplement their compensation. All full time bargaining unit members agree to contribute four (4) hours of accrued vacation, personal or sick leave time to the Workers' Comp Leave Bank on the first pay period in January if the balance is fifteen hundred (1500) hours or less, as of December 1st (the month before). The hours will be taken unless otherwise notified by the Union by December 1st.

Use of Workers' Comp Leave Bank hours shall not exceed 320 hours per employee each calendar year. At the time the allotted leave usage is exhausted, the employee will be responsible for supplementing their own leave time. At the time the Workers' Comp Leave Bank hours are exhausted employees will be responsible for supplementing their own leave time.

Employee donations will not impact their eligibility for the Attendance Incentive Program. If the employee wishes to supplement compensation with Workers' Comp Leave Bank hours or their own leave time they will be required to complete and indicate on the *Workers' Comp Supplement Form*. Time used from the Workers' Comp Bank will be considered productive time for pay purposes.

Section 15.8 – Temporary Assignment/Off Duty Injury or Illness

An employee temporarily disabled as a result of any injury or illness that is released by the treating physician for restricted duty may be offered restricted duty by the County consistent

with the physician's limitations. If offered, the employee must accept the restricted duty as a condition of continued employment. The County will determine the restricted duty to be offered and the length of the restricted duty assignment, which will not exceed the time when the employee reaches maximum medical improvement. Employees on temporary assignment will be paid their regular pre-injury straight time hourly rate for all hours worked, and may use sick leave and then vacation leave to supplement so that the employee receives their regular, pre-injury/illness pay.

Section 15.9 – Referral To County Physician

The County reserves the right to seek, at the County's expense, an independent medical opinion to the maximum extent permitted by the workers' compensation law, Family Medical Leave Act or Americans with Disabilities Act, as applicable.

Section 15.10 – Reassignment

The County reserves the right, at its sole discretion, to grant Reassignment Leave with pay to allow employees to serve and train for such things as job-related Search and Rescue Teams, Disaster Response Teams; or in other situations as the County deems appropriate. If paid, the leave will be counted as time worked for overtime purposes.

Section 15.11 – County Policy

The County Administrative Procedures regarding leaves of absence will not apply to employees covered by this Agreement, except as specifically provided in this Article.

Section 15.12 – Request for Personal Leave of Absence

If an employee is unable to return to work after the 12 workweeks of FMLA leave, a 30-day personal leave of absence request form may be completed. A leave of absence request for a period of 30 days or less shall require prior approval from the CCEMS/Fire Chief, and review by

the Human Resources Director. This leave is not an extension of FMLA, and if granted, may be paid or unpaid. If time is available under an employee's accrued leave balances, employees may use this time to remain in paid status during this absence.

ARTICLE 16

BEREAVEMENT/JURY DUTY/WITNESS DUTY

Section 16.1 – Bereavement

A regular full-time employee may be granted, upon request, up to twenty-four (24) hours of bereavement leave with pay, due to the death in his/her immediate family and up to forty-eight (48) hours (two shifts) in the event the service is outside Florida. "Immediate family" shall mean father, mother, brother, sister, wife, husband, son, daughter, father-in-law, mother-in-law, stepfather, stepmother, stepson, loco parentis, stepdaughter, grandfather, grandmother, grandchildren, foster child, brother-in-law, sister-in-law, aunt, uncle, niece or nephew or other close relatives living with the employee. Leave in excess of the leave under this Section may be granted and, if granted, will be charged to the employee's accrued vacation leave, personal leave or compensatory leave. If accrued vacation leave, or compensatory leave is not available, additional leave granted will be without pay. The County reserves the right to require proof of relationship for use of bereavement leave.

Section 16.2 – Jury Duty

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

the remainder of a workday or permanently, the employee shall, as soon as possible, notify his or her supervisor of availability for work. Payments received by the employee for jury duty, except for meals, travel and lodging expenses, shall be endorsed to the County.

Section 16.3 – Witness Duty

Any employee who, upon the request by and for the benefit of the County, is subpoenaed to any court proceeding involving the County, or is subpoenaed to appear in court in a civil or criminal matter in which the employee is not personally or monetarily interested, or is subpoenaed to appear for deposition in any matter related to their job duties with the County, shall be paid one and one-half (1 1/2) times his or her rate of pay for each hour spent off-duty in serving as a witness in trial or deposition. Payments received by the employee for witness duty, except for meals, travel and lodging expenses, shall be endorsed to the County. Court proceedings mean an appearance in court; it does not include any other appearance before any other tribunal, except for appearances on behalf of the County which arise out of the performance of duties as a Collier County EMS/Fire employee.

An employee who appears in Court as a plaintiff, defendant or witness due to personal litigation will use accrued vacation leave or, if not available, will be on leave without pay.

Section 16.4 – Time Worked

Paid court appearance leaves and depositions under this Article will be considered time worked for overtime purposes.

Section 16.5 – County Policy

The County Administrative Procedures regarding Bereavement, Jury Duty, Witness Duty and Court Leave will not apply to employees covered by this Agreement.

ARTICLE 17
MILITARY LEAVE

Section 17.1 – Reserve and National Guard Training

A regular full-time employee who is a member of the United States Armed Forces, Reserves or the National Guard, and who is ordered to engage in annual field training shall, upon presentation of a copy of the official orders, be granted leave with pay to the extent required by law and in accordance with Section 115.07, *Florida Statutes*. Such leave with pay shall not exceed 240 working hours in any one annual period. An employee may not use any accrued vacation or personal leave while receiving paid military leave. Exceptions to the above may be approved by the County Manager.

Section 17.2 – Recall to Active Military Duty

Any regular full-time employee, who is a member of an Armed Forces Reserve Unit or the National Guard, who is ordered to active duty, will be granted a military leave of absence with pay for the first thirty (30) working days. Beyond the thirty (30) day period, the County will supplement the military pay in an amount necessary to bring the total salary, inclusive of the base military pay, to the level earned at the time the employee was called to active duty, for the period provided by County Policy. The County will continue to maintain the employee in full benefits status for the time frame specified above.

Section 17.3 – Induction or Enlistment into Military Service

Any regular full-time employee, who enlists or is inducted into the armed services for active duty, shall be granted a military leave of absence without pay for the initial period of

enlistment. All pay due the employee shall be paid at the time of the employee's separation from the County in accordance with applicable County policies.

Section 17.4 – Reinstatement

Upon discharge from active military service, an employee who wishes to return to County employment shall be reinstated in accordance with the provisions of the United Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301-4335, and any other applicable laws.

ARTICLE 18
SHIFT EXCHANGE

Section 18.1 – Rules Governing Shift Exchanges

The trading of time between regular full-time employees will be permitted in accordance with the following provisions:

- A. All exchanges will be as follows:
 - 1. EMT or Non-Credentialed Paramedic for EMT or Non-Credentialed Paramedic
 - 2. Credentialed Paramedic for Credentialed Paramedic
 - 3. Pilot for Pilot
- B. Employees assigned to a specialized position must exchange with an employee with the corresponding specialty. Exceptions may be allowed if the employee is not scheduled to be serving in the specialized role.
- C. Employees who are promoted/demoted/reassigned outside of the above classifications, must complete scheduled shift exchanges within 60 days with any employee who is not within their new classification.
- D. Shift exchanges will be repaid within one (1) year of the original exchange.
- E. Employees will be responsible for all record keeping of exchanges as permitted by the Fair Labor Standards Act.
- F. Shift exchanges for employees reporting late for work will not be permitted.
- G. No overtime will be paid to cover station transfers involved with shift exchanges.
- H. Shift exchanges will be submitted 72 hours in advance utilizing the County's submittal process. Shift exchanges with less notice may be granted with prior approval from the Assistant Chief or the Chief.

Section 18.2 – Allowances

- A. Employees in all these classifications may exchange up to seven (7) times per month. Employees attending Paramedic and Fire School may be permitted to exchange more than seven (7) time per month if the days off are needed to attend class.
- B. Only up to nine (9) employees may be off on shift exchange per shift.
- C. The County may reduce, adjust or remove shift exchange privileges for employees who are training, on probation or as a method of discipline, for just cause.
- D. At the EMS/Fire Chief's discretion, the number of shift swaps permitted in sections A and B, may be increased to include those attending Paramedic or Fire School.

Section 18.3 – No Substitution

An employee scheduled to work an exchange is not eligible for any type of leave in lieu of the exchange. Employees failing to work an approved shift exchange due to an illness (Per Article 13), or any other situation, excluding bereavement and workers compensation (Per Article 16.1), will be charged one (1.0) hour of vacation leave for each hour the employee failed to work and may be subject to additional discipline.

Section 18.4 – Monetary Loss

The County will not be responsible for any monetary loss incurred by any employee due to the failure of an employee to pay back shift exchange time for any reason. If an employee quits or is terminated and owes a shift exchange(s), the employee regularly scheduled to work will work, or arrange for another shift exchange.

ARTICLE 19

HOLIDAYS

Section 19.1 – Holiday Pay

Regular full-time employees assigned to a 12-hour or 24-hour schedule will receive 12 hours of straight time pay for each of the following holidays:

- New Years Day
- Dr. Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

In addition to the days listed above, bargaining unit employees shall also be granted appropriate pay for any other day declared a holiday by the County Commission. If less than a full day is granted as a holiday, the bargaining unit shall receive a pro-rata amount as holiday pay.

Section 19.2 – Receipt of Pay

The holiday pay will be included with the normal paycheck for the period which included the holiday.

Section 19.3 – Holidays/40 Hour Week

Employees working a 40-hour work week who are scheduled to work one of the designated holidays above shall be granted the day off with pay. The County reserves the right to schedule employees working 40-hour work weeks to work on a designated holiday. Forty hour employees who are required to work on a designated holiday shall be paid eight hours

holiday pay, plus time and one-half (1 ½) their current hourly rate for all hours worked. Holidays will be celebrated on the date designated as the holiday by the County Commission.

19.4-Sick Leave During a Holiday

If an employee has to be held over for duty (mandatory) as a result of another employee calling in sick on a County recognized Holiday, the employee calling in sick will not be eligible for Holiday pay and the employee holding over shall receive the Holiday pay of the offending employee.

ARTICLE 20 - WAGES & INCENTIVES

Section 20.1 – Pay Plan

YOS	EMT I	EMT II	Paramedic I	Paramedic II	Paramedic CO	Pilot
0	15.00	15.75	18.11	19.02	21.45	36.63
1	15.38	16.14	18.56	19.50	21.99	37.55
2	15.76	16.55	19.03	19.98	22.54	38.48
3	16.15	16.96	19.50	20.48	23.10	39.45
4	16.56	17.39	19.99	20.99	23.68	40.43
5	16.97	17.82	20.49	21.52	24.27	41.44
6		18.27	21.00	22.06	24.88	42.48
7		18.72	21.53	22.61	25.50	43.54
8		19.19	22.07	23.17	26.13	44.63
9		19.67	22.62	23.75	26.79	45.75
10		20.16	23.18	24.35	27.46	46.89
11		20.67	23.76	24.96	28.14	48.06
12		21.18	24.36	25.58	28.85	49.26
13		21.71	24.96	26.22	29.57	50.49
14		22.25	25.59	26.87	30.31	51.76
15		22.81	26.23	27.55	31.07	53.05
16		23.38	26.88	28.24	31.84	54.38
17		23.97	27.56	28.94	32.64	55.74
18		24.56	28.25	29.66	33.45	57.13
19		25.18	28.95	30.41	34.29	58.56
20		25.81	29.68	31.17	35.15	60.02

- Employees will be placed within the step for the years of service on October 1, 2023. The employee will move into the next step on their anniversary of hire date with CCEMS.
- Work assignments for each position are scheduled at the discretion of the County.
- A six (6) month probationary period exists for each assignment/promotion into a new position.
- Based on FLSA guidelines, employees in these positions are classified as non-exempt (hourly) workers. Annual rates of pay are determined by multiplying the hourly rates in Article 20.1 by 3328 for EMT II, Paramedic (I, II, Company Officer) positions. Annual rates of pay for Pilots are determined by multiplying the annual rates in Article 20.1 by 2288.
- Employees will not receive additional raises that other county employees receive.

Section 20.2 – Pay for Experience

Providing competitive wages based on previous experience is important for recruitment. Employees and candidates with previous years of 911 or military medical service prior to employment with Collier County EMS will be placed within the step for the years or service. To qualify for pay for experience, the candidate and employee:

- Must produce verifiable full time EMT or Paramedic experience in a 911 pre-hospital system.
- Will be hired at the hourly rate within the Article 20 pay plan based on verifiable 911 experience, up to a maximum of five (5) years' experience.
- Will move into the next step on their anniversary date with CCEMS.

Section 20.3 – Incentives

Employees selected to participate in specialty incentive programs under this agreement shall receive the following:

- Field Training Officers 3.5% increase to hourly rate
- Special Operations Team 2.0% increase to hourly rate
- Tactical 2.0% increase to hourly rate
- MedFlight 2.0% increase to hourly rate
- Search and Rescue 2.0% increase to hourly rate
- Firefighter 2.0% increase to hourly rate

Employees participating in EMS Specialty incentive programs may receive up to two incentives as a result of their participation, regardless of whether they participate in more than two specialties at the same time.

Participation within a program is at the sole discretion of the Chief based on the needs of the department and personal performance.

Section 20.4 Conditions of Employment

Employees hired in the classification of EMT I or EMT II must attain and maintain a state license as a Paramedic and attain County Paramedic credentialing within 2 years of placement into regular full-time status. Once an employee has been credentialed as a County Paramedic, the employee must maintain their credentials as a condition of continued employment.

Section 20.5 – Eligibility for Deferred Compensation Matching (per CMA 5341)

The County will provide a dollar-for-dollar match (not a contribution) to a deferred compensation account that will be available to permanent full-time employees. The eligible employee must be actively contributing to a pre-tax deferred compensation account provided by Collier County (Nationwide, ICMA, or any other approved vendor). The match provided will be a minimum of \$750.00 or the same as offered to all County employees.

ARTICLE 21
BENEFIT OPTION PLAN

Section 21.1 – Coverage

All bargaining unit employees shall be eligible to participate in the Collier County Group Benefit Option Plan subject to the terms and conditions of the Plan as adopted by the Board of County Commissioners and as may be amended by the Board of County Commissioners from time to time. Employees shall also be subject to the same premium levels and payroll contribution requirements as may be adopted by the Board of County Commissioners for non-represented, non-exempt employees.

The parties agree that, if there is any change in benefits, premium levels, or payroll contribution requirements, those changes will be applicable to bargaining unit employees to the extent they are applicable to other non-exempt employees of the County. The County agrees to bargain over the impact of any changes prior to implementation.

Section 21.2 – Summary Attached

A summary of the Benefits Option Plan will be given to each employee when hired; when the plan changes; and upon request.

Section 21.3 - Formula for Benefits

Employees' benefits for health insurance, short and long term disability, and life insurance will be based upon the formula of hourly rate X 3328 hours for bargaining unit members; with the exception of the helicopter pilots which is based upon 2288 hours.

Section 21.4 – Pre-Tax Deduction

Employees shall continue to be permitted to participate in the current County IRS 125 plan that allows certain insurance and benefit costs paid by the employee to be taken out and paid “pre-tax.”

Section 21.5 – Federal Disability Benefit

In the event an employee should receive an on-duty injury/illness which qualifies them for Federal disability benefits, or die in the line of duty, the County agrees to work closely with the employee’s family and the Union in an effort to secure any and all benefits available under the Department of Justice Public Safety Officer Death/Disability Benefit.

ARTICLE 22
RETIREMENT PLAN

Section 22.1 – Eligibility

During the term of this Agreement, eligible employees shall continue to participate in the Florida Retirement System.

Section 22.2 – Contributions

The County will contribute as required by the provisions of the Plan on behalf of eligible full-time and job bank employees.

Section 22.3 – Other Deferred Plans

The County agrees to continue to provide employees an option to participate in the National Association of Counties (“NACO”) or the International City and County Management Association (“ICMA”) Deferred Compensation plans as currently offered. If either or both are stopped or modified for all other County employees, the same change will affect the bargaining unit. If an additional plan is offered to all other County employees, it will also be offered to the bargaining unit. Employees participating in these programs or other deferred compensation plans shall have access to held funds under the rules and guidelines established by the Plan Administrator and the Internal Revenue Service. Both the County and the employee will be bound by the decision of the Plan Administrator.

ARTICLE 23

TUITION REIMBURSEMENT

Section 23.1 – Tuition Policy

The County will continue the current tuition reimbursement guideline as outlined in the County's Human Resources Handbook. CMA numbers 5325 (Training, Development, and Education) and 5344 (Tuition Assistance).

Section 23.2 – Minimum Standards Training

With the Chief's prior approval, full-time employees who enroll in and are accepted to attend Minimum Standards Fire Training may have all costs associated with tuition, registration, books and fees paid by the County. In return, the employee agrees to work as a Firefighter once they become State certified. In the event the employee voluntarily leaves their employment with Collier County within twenty four (24) months of course completion, or fails to become certified as a Firefighter following the minimum standards training, the employee shall reimburse the County all of the above costs. Said reimbursement shall be made in twenty-five percent (25%) increments taken through payroll deduction from the next four (4) pay periods or from the employee's final paycheck. If the employee leaves the County and tuition cannot be repaid from four (4) pay periods a repayment plan will be worked out with the employee.

Section 23.3 – Pre-payment of Paramedic Classes and Tuition Reimbursement/Current EMTs

Current full-time EMT's shall have all costs associated with tuition for the Paramedic Program and required prerequisites paid by the County in an amount not to exceed the standard tuition charge per credit hour for a State of Florida public college or institution. The amount of

the tuition assistance paid will consist of the per credit hour for a State or public college/institution or the actual per credit charge incurred, whichever is less. If an EMT is enrolled as degree-seeking the tuition reimbursement will be covered under the guidelines of CMA 5344, Tuition Reimbursement. If an EMT is non-degree seeking the tuition will be covered under the guidelines of CMA 5325, Training, Education and Development. In return the employee agrees to work as a Paramedic once they become State Certified. In the event the employee voluntarily leaves their employment with Collier County within twenty-four (24) months of course completion, or fails to become State Certified within twenty-four (24) months of beginning the program, the employee shall reimburse the County all of the above costs. The reimbursement will be taken in allowable deductions from the next four pay periods or from the employee's final paycheck. If the employee leaves the County and tuition cannot be repaid from four (4) pay periods a repayment plan will be worked out with the employee.

Section 23.4 – Specialized Training

If the County has paid for training necessary for any employee to qualify for an incentive or specialty Program, the employee may not reject or withdraw from the assignment. If the employee leaves the County voluntarily within twenty-four (24) months of the date the training was completed, the employee will be required to reimburse all associated costs of the training to the County. The reimbursement will be taken in allowable deductions from the next four (4) pay periods or from the employee's final paycheck.

Section 23.5 – Request to Withdraw From Specialty

An employee may request to temporarily or permanently withdraw from a specialty position subject to the EMS/Fire Chief's discretion, which will not be arbitrarily refused, subject to operational needs at that time.

ARTICLE 24
OUTSIDE ACTIVITIES

Section 24.1 – Conduct

Employees shall at all times bear in mind that they are seen by the general public, while off duty as well as on duty, as personnel of the County and shall at all times conduct themselves in a manner so as to bring no discredit or unfavorable publicity to the County.

Section 24.2 – Outside Employment

An employee accepting employment with any other employer while employed by the County shall do so only so long as the employment is not a conflict of interest. If an employee has outside employment, the employee's primary obligation shall continue to be to the County and he/she shall arrange affairs accordingly. Before accepting outside employment of any kind, the employee must give a written notification to the Emergency Medical Services/Fire Chief, advising the Chief of the name, address and telephone number of the outside employer, and the nature of work performed. The employee must complete the outside employment form (Appendix D) and submit to the EMS office. Outside employment must not prevent the employee from being mentally and physically able to work when the employee reports for duty with the County.

ARTICLE 25

BULLETIN BOARD SPACE

The Union may provide a bulletin board at its expense not to exceed 2 ft. by 3 ft.

Postings on the Union bulletin board will be restricted to:

- A. Notices of Union meetings;
- B. Notices of Union elections and results of elections;
- C. Notices of Union recreational and social affairs; and
- D. Notices of Union appointments and other official Union business.
- E. Such bulletin boards shall not be utilized by Collier County for posting of any

material.

All notices shall be signed by the Union member prior to posting. No materials, notices or announcements shall be posted which contain anything of a controversial, political or offensive nature and which adversely reflects upon Collier County or Collier County Emergency Medical/Fire Services, the elected officials of Collier County or any Collier County employees.

ARTICLE 26

UNION BUSINESS AND UNION TIME BANK

Section 26.1 – Establishment

The County agrees to establish a Union Time Bank upon the ratification of this Agreement. Union members agree to contribute one to four hours (1-4) of accrued vacation leave time to the Union Time Bank on the first pay period in January if the balance is seven hundred fifty (750) hours or less, as of December 1st (the month before). The EMS Chief will notify the District #14 DVP of the total number of hours in the union time bank as of December 1st and the union will notify the EMS Chief in writing, the number of hours between 1-4 to deduct from each employee by December 10th. Deductions must be in one (1) hour increments.

Section 26.2 – Use for Union Business

The District 14 Vice President and/or his/her designees, may use hours from the Union Time Bank to attend regular monthly Union meetings, negotiation sessions, conventions and for other required Union business. All Union leave will go through the District DVP and sent to the appropriate Battalion Chief. If granted, leave shall be taken on an hour-for-hour basis. Leave will be allowed for up to three (3) employees when requested at least seventy-two (72) hours in advance in writing to the Battalion Chief, with the Union responsible for filling those positions. Coverage person may not be pulled from the sign-up list for that day. Union Bank time, when utilized, shall be counted as productive hours for the purpose of overtime calculation. A request for leave of additional employees shall only be allowed when requested at least seven (7) days in advance in writing to the appropriate EMS/Fire Assistant Chief or designee.

Section 26.3- Use to Attend Committees

Any District 14 member elected as a delegate or alternate to attend a convention shall also be permitted to use hours from the Union Time Bank to attend those conventions. The leave shall be taken on an hour-for-hour basis and shall be granted when requested seven (7) days in advance, exceptions may be made on a case-by-case basis.

Section 26.4 – No Use After Bank Exhausted

Leaves as listed above shall be granted from the Union Time Bank so long as hours remain in the Bank each calendar year. Once hours in the Bank are exhausted to zero, no leave shall be granted from the Union Time Bank until contributions are made to the Bank next January. It shall be the responsibility of the District 14 Vice-President to maintain a Union Time Bank log.

Section 26.5 – Swap Time

If no time remains in the Union Time Bank, the District 14 Vice President shall be allowed swap time for District 14 Union business directly related to Collier County. The County reserves the right to verify the Union business. The employee must attend all on-duty training, and must otherwise comply with all requirements of Article 18.

Section 26.6 – Meeting Room

The members of Local 1826, District 14, Collier County EMS/Fire, shall be granted space within the Collier County Government Complex or on other County-owned property to conduct membership meetings, to the same extent those rooms are made available for other not-for-profit organizations. The Union will contact the Department responsible for the requested room to make arrangements for its use. There will be no Union meetings in EMS/Fire work areas.



Section 26.7- Orientation Presentation

The Union shall be provided one (1) hour of time after one of the normally scheduled days at the Training Academy. This orientation will be after hours and on the employee's own time.

ARTICLE 27

UNIFORMS AND EQUIPMENT

Section 27.1 – Items Supplied by County

The County shall furnish all new full-time and job bank employees in job classifications Emergency Medical Technician, Paramedic, EMS Lieutenant, Paramedic-Firefighter, and Lieutenant Firefighter uniforms as set forth below:

- Four (4) pair uniform pants
- One (1) uniform shirt
- Three (3) Polo style uniform shirts
- One (1) winter jacket (if requested)
- One (1) pair boots
- One (1) leather Velcro style no buckle belt
- One (1) badge
- One (1) Name Tag/Collar Brass
- Two (2) Jumpsuits¹ (see below)
- Six (6) t-shirts
- One (1) accountability name tag system
- Four (4) pair uniform shorts

Section 27.2 – Use Requirement

Employees are required to use all issued equipment, uniforms and boots as defined by SOP or general order and report to work in a clean and neat appearance. Employees must also report to work with a watch that contains a second counter. Personnel pagers and cell phones, if worn or carried while on duty, must be operated in the silent/vibrate mode and under no circumstances shall the phones be answered while on a call or utilized on a call unless the use

¹ Two (2) appropriate flight jumpsuits and one (1) flight helmet for employees assigned to Helicopter Operations. Pilots will be issued lightweight shoes/boots in lieu of the NFPA Safety Boots listed above, or may be given a shoe allowance to purchase Risk Management-approved black shoes. Pilots will also be provided with t-shirts, shorts and a winter jacket.

has to do with patient care. Employees may not use their cell phones while driving a County vehicle. Other than going to and from work, uniforms cannot be worn off duty.

Section 27.3 – Replacement

The employees in the above classification(s) shall be provided regular replacement of uniforms as needed. Employees actively assigned to ALS Engine assignments are eligible for additional uniform pieces as noted in Section 27.10. Employees requesting equipment replacement may be required to exchange their old equipment in order to get it replaced. Employees may be required to pay for lost uniforms. Employees may also be required to pay or suffer discipline if equipment they are assigned is lost or damaged through intentional misuse, neglect, or abuse. Uniforms and personal protective equipment will be supplied immediately if it is available in supply and ordered as soon as possible if it is not. Employees in need of maternity uniforms shall be supplied two (2) uniforms as needed at no cost.

Section 27.4 – Additional Uniforms

A. Employees shall always be permitted to purchase additional approved uniforms as outlined in this Article from a supplier selected by the County, if the employee requires or desires uniforms in excess of those provided in this Article.

B. The County will approve a lightweight jacket and cap. Employees may purchase the jacket and/or cap at their option and cost.

Section 27.5 – Cold Weather

In extremely cold weather, employees shall be permitted to supplement their uniforms with long underwear bottoms, long sleeved shirts, turtle neck shirts, and sweat shirts. All items will be in navy blue, powder blue, grey, or white and shall be worn underneath the standard issue uniform.

Section 27.6 – Jewelry

Jewelry shall be permitted provided that visible items are in good taste and do not interfere with the employee's ability to provide patient care and does not create a safety hazard. Employees will be allowed to wear a necklace provided that it is tucked into their shirt. No visible piercings except one pair of post earrings are allowed. for females.

Section 27.7 – Grooming

Employees will maintain their hair in a clean and groomed condition. Employees who choose to have long hair shall keep it pulled back when responding to a call or when involved in patient care so as to prevent it from falling into an employee's face/eyes. Sideburns are permitted, not to exceed middle of ear length. Employees will be clean-shaven on duty. A mustache that does not extend beyond the corners of the mouth or over the upper lip and that does not come between the sealing surface of the face piece of the respirator and the face is permissible. Employees will keep their nails neat and well groomed to a length that will not interfere with their ability to safely perform their job. Nail polish may be worn, with the exception of black.

Section 27.8 – Standard Operating Procedures and Protocols

A copy of the most recent collective bargaining agreement will be provided on Power DMS.

Section 27.9 – Bio Hazard Protocol

Employees turning in uniforms for cleaning or disposal in accordance with the County Bio Hazard Protocol shall have the uniform replaced or returned within a reasonable time frame. If uniforms are being cleaned the employee can get a loaner uniform from supply.

Employees are expected to report for duty with a complete change of uniform in the event their primary uniform is contaminated or becomes otherwise unpresentable during the duty assignment.

Section 27.10 – Additional Equipment/Certified Firefighters

All employees certified as Firefighters and assigned to the ALS Engine Program shall receive the following protective equipment in addition to other uniforms and equipment outlined earlier in this Article.

1. One (1) properly sized individual issue SCBA face piece with prescription eyeglass insert and lenses, if required.
2. One (1) SCBA (not individual issue but shall be provided only when the employee is assigned to firefighting duties).
3. NFPA approved PPE as required
4. Any other equipment regularly assigned to Firefighters assigned to suppression operations in the Fire Department where the EMS employee is assigned (*i.e.*, rescue webbing, safety goggles, spanner wrenches, etc.).

Active Firefighters are also eligible for up to eight (8) t-shirts and four (4) pairs of uniform shorts annually as replacements for duty assignments.

Section 27.11 – Clothing in Quarters

Between dusk and 8:00 a.m., employees in quarters awaiting call shall be permitted to wear County issue uniform shorts, County issue uniform t-shirts and casual footwear at a minimum. Personal t-shirts may be worn in lieu of department issued but must be of a cotton blend, plain (without logo or artwork, pictures, etc.) and of the colors navy blue, powder blue,

grey or white. In addition, when employees are working out or washing or waxing or cleaning the vehicle, uniform shorts and t-shirts are permitted but the employee must be in dress uniform when responding to a call. When responding to a call between 5:30 p.m. and 8:00 a.m., employees will be in their jumpsuit or bunker pants. Employees may also wear their jumpsuit when their second day uniform has been contaminated.

Section 27.12-October Breast Cancer Awareness Shirts

During the month of October, the County will allow employees to wear the designated Breast Cancer Awareness Charity t-shirt procured from the Union.

Section 27.13-Summer Uniform Shirt

During the months of June through September employees will be allowed to wear County issued blue T-shirts (names will be placed if needed) without the polo due to summer heat.

ARTICLE 28

MISCELLANEOUS

Section 28.1 – Parking

The County will continue the current practice of providing parking within defined parking spaces. It may be necessary to move cars after the beginning of the shift. No parking of private vehicles in station bays will be allowed. No parking in designated handicap spaces is permitted unless appropriate decal is displayed. No maintenance, of personal vehicles shall occur on County property, regardless of whether or not an employee is on or off duty.

Section 28.2 – Work Duties

Unless assigned duties, employees may rest, sleep, watch TV, etc., between the hours of 1200 hrs and 0700 hrs. During the hours of 0800 and noon, employees should perform assigned vehicle/station duties, zone familiarization, study medical/ operational protocols, or community events. Radios will be monitored between 0700hrs and 2200 hrs.

Section 28.3 – Computers

EMS/Fire County computers will only be used for County business. Personal computers may be used on duty through the County provided Wi-Fi connection, but employees are not to use County peripherals.

Section 28.4 – TV/DVD Players

Between 0700hrs and 1200hrs the EMS/Fire provided or personal television and DVD player may only be used for work-related purposes or to watch news channels. Between 1200hrs and 0700hrs the EMS/Fire provided or personal television and DVD player may be used for non-

work related purposes, subject to assignment of work duties under Section 28.2 and emergency response.

Section 28.6 – Station Visits

Family members and friends are only permitted to visit employees at their duty stations between 1200hrs and 2000hrs, for a maximum of two (2) hours. Family members and friends are not allowed to remain at the stations when the EMS/Fire employee is not at the station. No family members or friends are permitted to sleep at stations.

Section 28.7 – Use of Telephone

Except as hereinafter provided, EMS/Fire telephone lines are for business use only:

A. Absent unusual circumstances, such as an illness in the family, calls will be limited to three (3) per shift, limited to fifteen (15) minutes per call.

B. Long distance telephone calls (long distance calls preceded by a “1” except for 1-800 or 1-866 toll free type numbers) may not be charged to the County. Violations of this Article that result in a charge to the County may result in disciplinary action.

Section 28.8 – Other

No pornographic material may be possessed or viewed on County property.

Section 28.9 – Electronic Media

Nothing in this Agreement will prohibit the County from eliminating paperwork and using electronic media.

Section 28.10 – Veterans’ Preference

Veterans’ Preference will be given to those individuals who qualify for preference under Chapter 295, *Florida Statutes*.

ARTICLE 29
HEALTH AND SAFETY

Section 29.1 – Health/Safety Cooperation

The County agrees to provide reasonable standards of safety and health in the Emergency Medical Services/Fire Department in order to eliminate accidents, deaths, injuries and illnesses in the Department. Health and safety is a joint responsibility; therefore, employees must follow all safety standards and utilize all safety equipment provided.

Section 29.2 – Presumptions

Employees who suffer any condition or impairment of health caused by any of the following conditions shall be presumed to have been by accidental means and to have been suffered in the line of duty, unless the contrary can be shown by satisfactory evidence by the County:

- Hepatitis A
- Hepatitis B
- Hepatitis Non-A
- Hepatitis Non-B
- Hepatitis C
- Any other strain of Hepatitis generally recognized by the medical community
- Pulmonary Tuberculosis
- Meningococcal Meningitis
- Cancer for Firefighters

All statute requirements must be met/fulfilled for presumptions.

Section 29.3 – Employee Assistance Program

The County will provide an Employee Assistance Program with coverage consistent with the program provided for other County employees. All information relative to an employee's participation will only be recorded in a confidential file, with access limited as required by law.

Section 29.4 – Debriefing

The County shall schedule defusing sessions and post-incident debriefing sessions with the County CISD team when requested by the employee involved in a significant on-duty medical-related incident. Units involved shall, when practical, be placed out of service until a replacement crew can be assigned or until such time as the crew is debriefed and cleared for duty. If released from duty, by administration, for the remainder of the shift, the employee shall be compensated and the time will be charged to Administrative leave. If the employee requests to be released from duty, the time will be charged to sick leave.

Section 29.5 – Tobacco Products

Tobacco products (pipes, cigars, cigarettes, chewing tobacco, etc.) or vaping devices cannot be used in stations or in County vehicles while on or off duty. Use of tobacco products outside the station should not create litter. Any new employee will execute the “Non-Use of Tobacco Products Agreement” and will abstain from the use of all tobacco products while on and off duty.

Section 29.6 – Physicals

A Physical shall be offered on an annual basis to all bargaining unit employees, at no cost, in accordance with the County’s Group Health Plan. The Workplace Safety Committee shall make recommendations as to the requirements of those employee physicals.

The County shall require, at no cost to the employee, all new ALS Engine program participants to complete a medical examination. The medical examination will be based on the recommendations of NFPA 1582, *Comprehensive Occupational Program for Fire Departments* and the Heart and Lung Bill.

A Fit for Duty (DSK-K4-1022) form indicating the participant is medically fit to engage in the activities stipulated in their job description must be submitted to the Chief or designee prior to starting orientation.

The County shall require, at no cost to the employee, all ALS Engine program participants complete an annual medical examination. The medical examination will be based on the recommendations of NFPA 1582 *Comprehensive Occupational Program for Fire Departments* and the Heart and Lung Bill.

The County shall require, at no cost to the employee, all ToxMedic participants, complete an annual medical surveillance examination in compliance with 29 CFR 1910.134, Respiratory Protection Standard and OSHA Instruction PER 8-2.5.

Section 29.7 – Safety Committee

A Workplace Safety Committee shall be maintained to address issues of health and safety. The Committee will be organized as set forth in the Florida Administrative Code. The County will make reasonable efforts to provide and maintain safe working conditions in accordance with all applicable sections of the Florida Administrative Code. To this end, the Union will cooperate and encourage the employees to work in a safe manner and to utilize all personal safety equipment provided.

Any recommendation or suggestion of the Workplace Safety Committee shall be presented to the Chief in writing for consideration. The Chief shall respond to the Committee in writing within fourteen (14) days of the receipt of the Committee's suggestion or recommendation.

ARTICLE 30

ALCOHOL AND DRUG TESTING

Section 30.1 – Policy

The County and the Union have a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job or the use, sale, purchase, transfer, or possession of an illegal drug or alcohol in the workplace poses unacceptable risks for safe, healthy, and efficient operations to the user and to all those who work with the user. Collier County is obligated to the public and its employees to provide services that are free of the influence of illegal drugs and alcohol and will endeavor through this policy to provide drug-and alcohol-free services.

Section 30.2 - Testing

The conditions and circumstances for conducting drug testing are defined below. Refusal to submit to an alcohol or drug test/analysis when requested by the County, or law enforcement personnel, in accordance with state and federal law or County policy, may constitute insubordination, be grounds for disciplinary action up to and including dismissal, or (in the case of an external applicant) is cause to retract a conditional offer of employment. Failure to provide adequate breath, saliva swab or urine (within a reasonable time) for testing without a valid medical explanation by a medical doctor, failure to sign the alcohol breath testing certification form and/or initial the logbook entry for the screening and/or confirmation test or refusal to take the test constitute a refusal to submit.

Risk Management is responsible for developing and implementing procedures for communication of this policy, off-site testing, chain of custody, types of drugs to be tested for, confirmation and medical and administrative review of positive test results, confidentiality and other activities associated with administering the applicant testing program in accordance with § 440.102, *Fla. Stat.*

The Environmental Health and Safety (EHS) Manager will receive the test results and will coordinate with the Division in which the employee works to provide a status report on the employee being able to return to work. The EHS will serve as the point of contact to coordinate communication on the status of the employee to the department supervisor/manager/director. All drug test results are considered confidential and are exempt from the provisions of § 119.07(1), *Fla. Stat.* and § 24(a), Art. 1, of the State Constitution.

Section 30.3 – Safety Sensitive Testing

With respect to a public employer, a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to § 110.1127, *Fla. Stat.*; or a position in which a momentary lapse in attention could result in injury or death to another person. No employee in a position identified as safety sensitive shall report for duty or remain on duty while using any controlled substances unless such substances are used in accordance with the prescription of a medical doctor who has advised, based on a review of the employee's job description, that the substance will not adversely affect the employee's ability to safely perform his/her job. Employees shall be required

to provide written documentation to his/her Supervisor before reporting for duty. The failure of an employee in a position identified as safety sensitive to notify his/her Supervisor prior to beginning work may result in disciplinary action up to and including termination.

Section 30.4 Random/Suspicionless Testing

On an annual basis, Collier County will meet the current Department of Transportation (DOT) percentage requirements for Random/Suspicionless Drug testing of DOT and Safety-Sensitive positions in the County. The selection of individuals for the random testing shall be made by a Third-Party Administrator using a computer-based program that will randomly select employees from the County's DOT required employee list. There will be a separate list for Safety-Sensitive employees. Under this selection process each employee will have an equal chance of being tested each time a random selection is made.

The random alcohol and controlled substances tests are unannounced and the dates and times of the testing will be spread reasonably throughout the year, occurring at least once per quarter. There shall be a sufficient number of these tests to meet the minimum number of tests required under the law.

The Test identification form shall be used to ensure that all documentation is accurate, the proper type of test is conducted and to ensure chain of custody accuracy.

Section 30.5-Post Accident Testing

EMS will coordinate and schedule all post-accident drug testing through its EHS Manager or designee. In the event of an accident/incident that results in the issuance of a citation from law enforcement to the BCC operator/employee, damage to a citizen's property, loss of life, or

Section 30.7 – Reasonable Suspicion Testing

In the event a member of management has a reasonable suspicion to believe that an employee is under the influence of drugs or alcohol on duty, he/she shall place his/her reasonable suspicion in writing by the end of that shift, he/she may require that the employee submit to an industry-accepted breathalyzer test, blood test, urinalysis and/or other appropriate testing. When practical, a minimum of two (2) non-bargaining unit personnel must concur that a reasonable suspicion exists. Reasonable suspicion may be based upon a variety of factors, and bargaining unit employees shall be subject to drug and/or alcohol testing for any of the following reasons:

- A. Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of drugs or alcohol.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- C. A report of drug use, provided by a reliable and credible source.
- D. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
- E. Information that an employee has caused, contributed to, or been involved in an accident / incident while at work.
- F. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- G. Medication inventory or documentation discrepancies.
- H. Excessive disbursement of controlled substance during patient care.

- I. Excessive breakage of controlled substance during inventory or patient care.
- J. As per FAA regulations for Air Crew personnel, as well as on promotion to Medflight.
- K. Post-Offer screening.

Should the employee test positive to alcohol or drugs, the County will utilize a confirmatory process before taking further action. Such confirmatory process will utilize industry-accepted testing procedures.

Section 30.8 Positive Test Results

Medical Review Officer

Collier County contracts with a Medical Review Officer (MRO), who is responsible for interpreting and evaluating an employee's test result. If the initial test is positive, the MRO will contact the employee or applicant directly by telephone to discuss the possible use of prescription or non-prescription medications. An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO within five working days after receiving written notification of the test result. If the employee's or applicant's explanation or challenge is unsatisfactory or where the employee fails to speak to the MRO, does not return MRO messages, or if the MRO is unsuccessful in contacting the employee or applicant at the number provided, the MRO shall report a positive test result back to the County.

If the MRO informs the County that a positive drug test was diluted, Collier County Government will treat the test as a verified positive test. The County will not direct the employee to take another test based on the fact that the specimen was positive diluted. If the MRO informs the County that a negative drug test was diluted, Collier County Government will treat the test as an "inconclusive" test. The County will direct the employee to take another test based on the fact that the specimen was negative diluted.

Upon determination of a positive test for alcohol and/or a controlled substance, regardless of the levels:

All employees must be immediately removed from work and will be placed on unpaid administrative leave for a minimum of seven business days and/or until the County establishes a return to work protocol or appropriate disciplinary action recommendation. Employees must submit to and pass required follow-up tests prior to returning to work in any capacity.

Employees in Safety Sensitive Positions or Functions with designated Safety-Sensitive positions who have an MRO positive confirmed test result and the drug confirmed is an illicit drug under s. § 893.03, Fla. Stat., will be recommended for corrective action, up to and including termination.

The County will require employees with designated Safety-Sensitive positions to participate in a Substance Abuse Program as a condition of employment. All employees must agree to complete the entire program (counseling and testing) and act in accordance with the Substance Abuse Professional's (SAP) direction as a condition of continued employment and/or returning to a Safety Sensitive position. Failure to abide by the conditions of the program or SAP recommendation will result in termination of County employment.

Employees with designated Safety-Sensitive positions who have an MRO positive confirmed test result and the drug confirmed is an illicit drug under s. § 893.03, *Fla. Stat.*, will lose the ability to drive a County vehicle for up to 1 year in accordance with CMA 5805, "Eligibility to Drive County Owned Vehicles" and may have that length of time extended at the Substance Abuse Professional's (SAP) direction.

Employees may appeal any recommendation for discipline as authorized in CMA 5351.

The employee or applicant may contest the drug test result pursuant to law.

Section 30.9 – Refusal to Test

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

Section 30.10 – Search of Property

In order to promote safety, health and security concerns, the Emergency Medical Services/Fire Chief and/or designee may search lockers, vehicles and other County-owned or supplied areas. All such searches shall be undertaken in the presence of a security officer employed by or under contract with the County. An employee's refusal to cooperate with or submit to a search may result in disciplinary action up to and including discharge.

Section 30.11 – Prescription Drugs

All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform their supervisor in writing that they are taking such medication on the advice of a physician. It is the employee's responsibility to also inform his/her supervisor of the possible side effects of the drug on performance and expected duration of use. The prescribing physician must provide a statement that the employee can perform all of the employee's normal job functions, which will be provided to the employee's supervisor prior to starting work. EMS/Fire Management shall have the option of requesting an independent medical evaluation from a Board Certified Physician to evaluate whether the prescription medication interferes with the employee's ability to perform normal job functions.

Section 30.12 – Cost of Drug/Alcohol Testing

The cost of drug and alcohol screening tests required by the County will be paid by the County.

Section 30.13 – Discipline

The County retains the right to discipline, up to and including discharge, any employee who uses, possesses, dispenses, sells or buys illegal drugs or narcotics, whether on or off duty, or who uses or possesses alcohol while on duty, or who reports to work under or is under the influence of illegal drugs or alcohol. Employees are also prohibited from reporting to work with the smell of alcohol on their breath. The existence of an Employee Assistance Program does not affect the right of the County to impose discipline, up to and including termination, for violating this Article.

Section 30.14 – Conviction of Drug/Alcohol Offense

Any employee who is convicted, pleads guilty or *nolo contendere* (no contest) to any criminal drug statute violation, or of driving under the influence of drugs or alcohol, whether on or off duty, must notify the EMS Chief no later than five (5) days after such conviction. Failure to do so will be cause of appropriate disciplinary action, up to and including termination. Once the County receives such information, the County will make the appropriate determination as to what disciplinary or other action, if any, is to be taken.

Section 30.15 – Other Testing

The County reserves the right to initiate any other drug or alcohol testing, upon 60-days written notice to the Union and the employees.

Section 30.16-Returning to Work

Follow-up testing will be scheduled prior to the employee's return to work, and results must be obtained prior to the employee being allowed to return to any Safety-Sensitive Position or prior to being allowed to perform any safety-sensitive job tasks. The EHS Manager will coordinate with the appropriate Division representative to schedule testing and any follow-up required of the employee by the Substance Abuse Professional (SAP). Employees may be required to participate in a substance abuse program upon determination of a positive test.

A. Employees in need of assistance in resolving problems associated with alcohol and/or controlled substances use/abuse shall be subject to unannounced follow-up testing as directed by the County's SAP, the Human Resources Division and Risk Management Division and in accordance with Section 440.102, *Florida Statutes*.

B. Upon confirmation of a "negative" test result, employees with designated Safety-Sensitive positions must complete the entire substance abuse program and/or the SAPs recommendations prior to returning to any Safety-Sensitive positions or duties.

C. The County is committed to providing reasonable accommodation (including rehabilitation) to those employees whose alcohol or drug problem classifies them as disabled under Federal law, and providing they are not under the influence of drugs or alcohol while on the job. Accordingly, an Employee Assistance Program (EAP) is available for those employees who voluntarily seek help for alcohol and/or drug problems. Employees may contact their Supervisor or the Human Resources Division for additional information.

D. Outpatient Rehabilitation programs shall be attended on the employee's time and scheduled outside of work hours; where this is not possible, time will be charged against an

employee's accrued leave time. In instances where Inpatient Services are required, an employee may request time under FMLA or other applicable leave of absence.

ARTICLE 31

STATION FACILITIES

Section 31.1 – Station Facilities To Be Equipped

The County agrees that station facilities will be equipped as outlined in this Article.

Section 31.2 – Minimum Equipment

Each ambulance station shall be supplied with the following minimum equipment and supplies:

- 1 twin bed per on-duty employee
- 1 recliner per on-duty employee
- All future EMS/Fire sleeping quarters will allow for separate, private sleeping rooms.
- Air conditioning and heat
- Microwave oven
- Coffee Maker
- Full-size refrigerators for future facilities or replacement of currently existing units upon expiration
- Dishes to include plates, drinking glasses, coffee cups, knives, forks and spoons
- Color television
- Telephone
- Physical fitness equipment
- Kitchen sink
- Stove
- Water service
- Bathroom with shower facilities
- Assorted cooking pans and utensils
- Electric service
- Area for paperwork
- Gear bag for personal protective equipment
- Electronic bulletin board (*if used, limitations of Article 25 are applicable*)
- One computer per unit with a mouse, keyboard, and one (1) printer per station
- One (1) locker per employee assigned to that station daily. Lockers shall be of adequate size to accommodate the employee's bedding, uniforms, and personal belongings.
- Wi-Fi service with security restrictions

The above equipment and supplies shall be supplied directly by the County in County-owned stations. If the Station is provided or owned by an agency other than the County, the County will

make every reasonable effort to allow the employees the free use of the above equipment and supplies. The County will supply a TV in EMS bunkrooms at stations that a common day room area is shared with fire department personnel. The County and employees shall ensure that the equipment listed in this Section shall be maintained in good working condition.

Section 31.3- Leaving Equipment at Station

Employees may leave their bedding/and or bunker gear at the station they are assigned, with the understanding if those items are stolen it is the employees responsibility to replace those items at the employees' cost. Payments will be made over a six (6) month time frame to the County. The County will loan the employee bunker gear if there is bunker gear in supply that will fit the employee. No employee will be prohibited from working until their bunker gear is ready.

Employees that choose to leave their bunker gear or other equipment at the Station are responsible for retrieving that equipment if they are moved to another station. Any employee must be notified of the move one (1) hour prior to shift to retrieve their gear. If retrieving their gear causes the employee to be late to their next station, then the employee will not be paid for the time they are late. If an employee is not notified one (1) hour prior to shift and they arrive late to their next station, there will be no penalty to the employee.

ARTICLE 32

STAFFING

Section 32.1 – Station Location

The County retains the right to identify station locations for 24-hour units that are different from those in effect on ratification date of this Agreement. Station location will be based on the County's determination on how to best meet the public's needs, and the County may close or change station locations or open new station locations, as the system's needs change. If a new County-owned station location is established, the County agrees to equip it as outlined in the *Station Facilities* Article.

Section 32.2 – Starting Time

All regular 24-hour ground transport units will have a universal starting time commencing at 8:00 a.m. Specialty programs will have a start time as determined by the Chief.

Section 32.3 – Station Bids

Station bids will be submitted to the District DVP between October 1 and October 15 based on Seniority as defined in Section 8.1. Station bids will be based upon date of hire, unless the employee participates in a specialty program; then bids are based upon date of entrance into the program. The DVP and Assistant will submit the station assignments to the County by October 21st. Bids will come into effect on January 1st of the following calendar year. Rotations and staffing will be based upon the needs of the County in a fair and equitable manner.

Section 32.4- Vacancies

Employees who desire to move from one battalion or shift to another may put a request in writing and, as vacancies occur, those with the request will be considered for the vacancy.

A. There will be no husband/wife or live-in crews.

B. If possible, accommodations shall be made to keep husbands and wives employed by CCEMS on the same shift upon request. Consideration will also be given to allowing employees whose spouse works for another local agency to work the same shift. In addition, the EMS/FIRE Chief may extend the same shift accommodations to employees who share a close familial relationship.

C. Accommodations will be made for employees who can demonstrate, in writing, a need for a specific shift due to childcare issues.

Section 32.5 – ALS Engine Program

Fire Department personnel may be assigned work duties on EMS/FIRE units. At no time shall Fire Department personnel replace CCEMS/FIRE bargaining unit positions.

Section 32.6 – Station Assignments

The bid system will be based on seniority and split into two (2) lists: Non-certified and Medical Director certified employees. Each employee will give a list of three (3) rotation choices to the District Vice President starting on midnight October 1st to midnight October 15th. The County agrees to post rotation assignments by e-mail by December 1st. If an employee opts not to bid they will be put into a rotation to meet the operational needs of the County. Station rotations will be instituted by January 1st of each year.

ARTICLE 33

SPECIAL EVENTS

Section 33.1 – Special Events

Employees scheduled to cover Special Events (*i.e.*, football games, concerts, etc.) shall be provided all necessary equipment required to cover the event. Events requiring a dedicated EMS unit will first be staffed with volunteers who will be paid the appropriate straight-time/overtime hourly rate. If volunteers are not available and mandatory overtime is not required, the County may cover the Event with an on-line unit. Employees will cover special events assigned to them.

ARTICLE 34

EDUCATIONAL INCENTIVES

Section 34.1 – Mandatory Classes/In Service

Employees required to attend mandatory classes or mandatory in-service training shall be paid at the appropriate straight-time/overtime rate of pay for each hour they attend class.

Section 34.2 – Degree Incentive Pay

All employees currently receiving degree incentive pay previously shall be grandfathered in for the duration of this Agreement.

ARTICLE 35

LICENSURE

Section 35.1 – Responsibility

Employees who are required to have current Florida State EMT or Paramedic certification shall, as a part of their job, be solely responsible for keeping the certification current as required by Florida law, with the exception of necessary C.E.U.s required for certification as an EMT or Paramedic. The County agrees to supply employees with copies of all paperwork showing proof of Continuing Education Hours obtained by the employee at In-Service Training classes offered by the County. This paperwork shall be supplied to the employee in such time as to allow the employee to get recertification paperwork to the State of Florida in the time required for recertification.

Section 35.2 – Florida Driver's License

Employees within the bargaining unit are required, as a condition of continued employment, to maintain a current appropriate Florida Driver's license and must comply with County Policy on Eligibility to Drive County Vehicles (CMA 5805).

ARTICLE 36

IN-SERVICE/CONTINUING EDUCATION TRAINING

Section 36.1 – CPR/Advanced Cardiac Life Support Re-Certification Classes

The County agrees to sponsor and conduct an American Heart Association CPR and Advanced Cardiac Life Support certification and/or re-certification class on-duty at least once every two years at no cost to the employees. The County agrees to make available to each employee attending the training all necessary study materials required for all classes.

Section 36.2 – In-Service Training

The County agrees to offer in-service training classes at a location within the County. The classes will provide acceptable Continuing Education Units (CEU) for both EMT and Paramedic re-certification. These in-service training classes shall be offered so employees are able to attend while off duty. Employees shall be paid by the County at the appropriate rate for each hour spent attending in-service training classes.

Due to the importance of the information contained in these educational opportunities, the Medical Director has set the following requirements:

- a) During the State of Florida two (2) year Paramedic/EMT re-certification period, all EMS employees must attend all educational opportunities. These classes are mandatory unless excused by the Medical Director or the EMS Chief, in writing. The County agrees to offer each in-service training at least six (6) times in an effort to be sure all EMS/Fire employees may attend. The County agrees to provide adequate notice of in-service training. The County agrees that there may be instances, such as, illness, injury, or pre-scheduled time off when the

employee may not be able to attend an in-service, in such cases the County agrees to record the training or provide an equivalent training opportunity for personnel so that they can meet the requirements of the Medical Director.

b) Employees who arrive more than 15 minutes late or leave more than 15 minutes prior to the completion of the in-service, who fail to return from designated break periods in a timely fashion, or who are asked to leave due to disruptive or disrespectful behavior will not receive CEU's or credit of attendance. It will be the employee's responsibility to sign in and out of the class. If an employee is not able to attend the in-service, they must re-schedule their class via the scheduling site or notify the training department one (1) hour prior to the start time.

c) Use of personal electronic devices during in-service is prohibited. Electronic devices are to be powered off or set in silent (vibrate) mode and secured out of view during the class. Cell phones may be used outside of classroom areas during instructor directed breaks or lunches. Violators may be asked to leave and will not receive CEU credit for any portion of the class. Arrangements for emergency exceptions may be made with the Training Staff prior to the commencement of the class on a case by case basis.

d) Attire Requirement: Casual dress will be permitted. No offensive dress will be allowed. When dressing for classes, employees should remember that these classes are held in public places and employees are officially representing the department.

Failure to meet the attendance requirement, sign up or notify the training department in a

timely manner may result in disciplinary action and may also require a meeting with the Medical Director or his designee for remedial direction.

ARTICLE 37

OUT-OF-TOWN TRANSFERS AND TRAVEL

Section 37.1 – Mileage

When authorized by the County to use their personally owned vehicles for official business or approved training, employees shall be compensated at the rate per mile in accordance with Federal regulations.

Section 37.2 – Per Diem

When traveling outside of Collier County on approved business for the County and not being paid their hourly rate of pay, employees shall be paid a per diem rate per day of travel/business equal to the amount set by Federal regulations.

Section 37.3 – Out-Of-Town Transfers

Employees sent on a vehicle for an out-of-town transfer (outside Collier County and Lee County) shall be provided the following:

- A. Money for tolls (reimbursed upon return when requested using the proper County form).
- B. Money or credit card for fuel purchases.
- C. Cellular telephone for emergency communications while outside Collier County.

ARTICLE 38

MEDICAL QUALITY ASSURANCE

The Union and the County agree that Medical Quality Assurance is of paramount importance in assuring the citizens of Collier County receive the best possible level of Emergency Medical Pre-Hospital Care. The Union and the County also agree that the responsibility for assuring quality medical care rests jointly with the Collier County Medical Director, Collier County EMS/Fire Administration, and the employees.

ARTICLE 39

SAVINGS CLAUSE

Section 39.1 – Savings

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 39.2 – Re-Negotiation

In the event of invalidation of any Article or Section, both the County and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 40

EMPLOYEE RECOGNITION AND REWARD PROGRAMS

Section 40.1 – Participation in Programs

All bargaining unit employees shall be entitled to participate in and receive all benefits (whether monetary or otherwise) of any longevity of service or other employee recognition and reward program that is provided to all other County employees.

Section 40.2 – Right to Modify or Discontinue

The Union recognizes and agrees that all such employee recognition and reward programs may be modified or discontinued by the County at any time for any reason and that the rights of bargaining unit members in this regard will be no different than those of all other County employees.

ARTICLE 41

LABOR/MANAGEMENT TEAM

Section 41.1 – Labor/Management Team

The County will establish and coordinate a Labor Relations Team whose goal is to create an open dialog between EMS/Fire management and bargaining unit employees. The team is considered a venue for employees to express concerns, ideas and to facilitate positive change within the EMS/Fire organization and its practices. The Union and County shall each designate three (3) members. The team will meet quarterly, or more often upon agreement of the parties, and will be open to all bargaining unit employees. Discussion shall not be considered collective bargaining negotiations.

ARTICLE 42

DURATION

Section 42.1 Termination

This Agreement will be in full force and effect as of the effective date of the ratification of this Agreement by both parties, and shall remain in full force and effect until midnight, the 30th day of September, 2025. Either party may reopen negotiations in June 2023 to discuss wages and one additional article and June 2024 to discuss one article except wages by giving the other notice of intent to reopen by May 1st of each year. Failure to give notice of termination and intent to reopen will result in this Agreement automatically renewing until notice is given during May of any subsequent year.

FOR COLLIER COUNTY:

ATTEST
CRYSTAL KINZEL

Crystal Kinzel
Deputy Clerk

Attest as to Chairman's
Date: signature only.

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

Penny Taylor
Penny Taylor, Chairman

Approved as to legal form and sufficiency:

for *William Teach*
Scott R. Teach
Deputy County Attorney

THIS AGREEMENT IS SUBJECT TO RATIFICATION BY THE BARGAINING
UNIT AND APPROVAL BY THE COLLIER COUNTY BOARD OF COUNTY
COMMISSIONERS.

FOR THE UNION:

Hy Garcia

Henry Garcia, Vice President, and
Licensed Bargaining Agent for
Southwest Florida Professional Firefighters
& Paramedics, International Association of
Firefighters, Local 1826

HENRY GARCIA

Type or Print Name

7/13/2021

Date

WITNESS:

John S.P. Duncan

By: John "S.P." DUNCAN

Type or Print Name:

Anaola A. Young

Type or Print Name:

By: Anaola A. Young

Type or Print Name:

APPENDICES

Appendix A – County Administrative Procedure 5805 – Eligibility to Drive County Vehicles

Appendix B – County Administrative Procedure 5325 – Training, Development and Education

Appendix C – County Administrative Procedure 5344 – Tuition Assistance

Appendix D- Outside Employment Form

Appendix A



ELIGIBILITY TO DRIVE COUNTY-OWNED VEHICLES

[Effective Date: October 1, 1998 (Revised: January 1, 2011; Revised: January 31, 2019)]

§ 5805-1. Purpose.

The purpose of this Instruction is to provide specific criteria to employees and Supervisors regarding the eligibility of employees and new hires to operate County-owned motor vehicles. The goal of this policy is to identify drivers with adverse driving records in order to prevent losses from occurring and to preserve the County's defensive position should litigation occur.

§ 5805-2. Background.

The County Manager's Agency owns and operates a fleet of vehicles for use by employees in the performance of their duties. It is the policy of the agency to perform driver's license background checks on all employees considered for hire, employees selected for transfer from non-driving to driving positions within the County, and to conduct annual drivers' license background checks on all current employees. Standards for acceptable driving have been established within the Risk Management Division and are used as the basis for determining an employee's acceptability to operate a County-owned vehicle.

§ 5805-3. Applicability: This policy applies to all Collier County Board of County Commissioners' (BCC) employees and those accepted to volunteer for the County.

- 1) Only County employees or volunteers who are 18-years of age and older shall operate County-owned motor vehicles licensed for street use and only with the approval or direction of their Supervisor.
- 2) Provided driving standards are met and approval is granted by the Division Director responsible, an exception may be made in emergency conditions for non-employees to drive County vehicles.

§ 5805-4. Definitions.

- 1) "At-fault Accident" is one that results in an employee being cited and convicted of an offense, any vehicle accident while operating a County-owned vehicle which is caused by the employee while operating a vehicle, even if no police report is made, or any vehicle accident which involves a failure to follow proper Maintenance of Traffic procedures.
- 2) "Adjudication Withheld" is when an employee has been cited with an offense even though a conviction has not been recorded. Offenses with a final disposition of "Adjudication Withheld" are considered the same as if a fine is assessed.
- 3) For the purpose of this policy; a "serious accident" is any accident that results in the death of any person; or first or third-party property damage that exceeds \$25,000.
- 4) "Employee" is any person performing work on behalf of the County and shall include but not be limited to full time, part time, temporary, contracted or other persons permitted to operate a County vehicle.

ELIGIBILITY TO DRIVE COUNTY-OWNED VEHICLES

- 5) "Vehicle" is any motorized conveyance which is designed and licensed for use on public roads and which requires the operator to possess a driver's license for the class of vehicle being operated.

§ 5805-5. Procedure.

A. All individuals who drive County-owned vehicles must possess the following:

- 1) A current, valid Florida driver's license (DL) with full privileges (not suspended or revoked) with a license class sufficient to cover the vehicle being driven.

a) Exceptions may be granted by Risk Management for any non-resident college student engaged in a work-study program for which academic credits are earned if that student has a valid driver's license issued by another state. Requests for this exemption must be made in writing to the Risk Management Division and must include the student name, DL issuing state, and DL number.

b) If an employee's DL is suspended or revoked for any reason, it is the employee's duty to report this fact to his/her supervisor no later than the end of the next shift or day at work. Failure to do so may make that individual subject to disciplinary action, including possible termination of employment.

- (2) A driving record that meets County driving standards.

B. Driving Standards:

Any employee or volunteer with any of the following within the past three years shall not be allowed to drive a County-owned vehicle. The three-year period begins either the date of discovery of the offense, the date of conviction or the date of final disposition or date classified as "adjudication withheld," whichever is later. The completion of traffic school or any other educational program by the employee does not remove the offense from consideration, even if points have been removed.

- (1) Any combination of three at-fault accidents, moving violations in any vehicle and/or, failure to wear a seat belt, or any equipment violations while operating a County vehicle.
- (2) Two at-fault accidents involving County-owned vehicles.
- (3) One or more serious violations as outlined in section C.

C. Serious Violations:

- (1) Driving under suspension, cancellation, or revocation of a license.
- (2) Failure to stop and render aid during an accident involving injury/death.
- (3) Failure to stop and report an accident
- (4) False accident report/perjury.
- (5) Fleeing or eluding police.
- (6) Homicide, manslaughter, or assault with a motor vehicle.
- (7) Leaving the scene of an accident.



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- (9) Reckless driving.
- (10) Refusal to comply with a lawful police/fire department order.
- (13) Permitting unauthorized operator to drive.
- (14) Refusal to submit to chemical test.
- (15) Unlawful use or display of a license.
- (16) Driving Under the Influence (DUI)

D. Accidents, Misuse and Unsafe Acts Involving County Vehicles:

- 1) Employees who are involved in "serious accidents" involving county-owned vehicles and are found to be "at-fault" may have their driving privileges revoked regardless of their overall driving record.
- 2) The Risk Management Director or his/her designee shall make a recommendation to the County Manager to revoke an employee's driving privileges, resulting from a "serious accident." Revocation of privileges will be effective upon the County Manager's approval of the recommendation.
- 3) Intentional abuse, misuse, reckless, unsafe acts and/or negligent operation(s) of any County-owned vehicle or equipment may result in departmental disciplinary action as described in CMA 5351 of the Collier County Human Resources Practices and Procedures, up to and including termination of employment.

E. Motor Vehicles Record Checks (MVR):

The standards within this CMA may be used in evaluating an applicant's eligibility for employment or the eligibility for a current employee to transfer from one position to another within the County. Written notice regarding the finding of an unacceptable driving record will be forwarded to an employee's current Supervisor (if applicable) and the Human Resources Division. No notice will be sent regarding those persons whose driving records are acceptable.

- 1) The Risk Management Division shall obtain a MVR on all applicants being considered for employment with Collier County BCC as part of the new hire process.
- 2) The Risk Management Division shall request a MVR on every BCC employee at least once a year.
- 3) The Risk Management Division may request a MVR on employees involved in motor vehicle accident.
- 4) The Risk Management Division may obtain a MVR upon the written request of the Division Director or Administrator.

F. Supervisor Responsibility:

- 1) Supervisors shall notify the Risk Management Division and Human Resources Division as soon as they become aware that an employee under their supervision does not meet the

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ELIGIBILITY TO DRIVE COUNTY-OWNED VEHICLES

requirements of this policy.

2) Supervisors who become aware that an employee does not meet these standards shall not allow that person to drive a County-owned vehicle.

3) Supervisors may place employees who lose their driving privileges in non-driving capacities. If the employee cannot be assigned to a non-driving position, the employee may be terminated in accordance with the Collier County Human Resources Practices and Procedures.

4) Supervisors shall notify the Risk Management Division as soon as they become aware of any vehicle accident involving a County-owned vehicle, regardless of the amount of property damage and/or injuries involved.

5) Supervisors are responsible for ensuring all subordinates review and sign all Job Safety Analyses (JSA's) related to driving County-owned vehicles.

G) Employees Responsibility:

1) Employees shall obey all State and Federal Traffic laws.

2) Employees shall obey all departmental safety rules and procedures.

3) Employees shall document any damage to County-owned vehicles.

4) Employees shall report all accidents involving County-owned vehicles, regardless of the amount of damage, to their immediate supervisor and the Police/Sheriff if the accident involves damage to property not owned by the county or injury to a person not employed by the County.

5) Employees shall immediately report to their supervisor any driver's license suspension or revocation.

6) Employees shall report to their supervisor any traffic citation issued while operating a County-owned vehicle.

H. Administrative Proceedings:

1) Employees who fail to meet the driving standards as outlined in this Instruction may face administrative disciplinary proceedings as per CMA 5351, in addition to the loss of their driving privileges.

2) Such determination shall be made by the employee's supervisor in cooperation with the Human Resources Division and pursuant to Human Resources Practices and Procedures or other applicable CMA(s).

3) The County Manager shall have the authority to make exceptions to the standards contained within this CMA and/or their consequent administrative remedies on a case-by-case basis.

4) Requests for such an exception shall be made in writing by the employee and/or the employee's supervisor and shall be copied to the Risk Management Director and the Human



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ELIGIBILITY TO DRIVE COUNTY-OWNED VEHICLES

Resources Director.

I. Reinstatement of a Driving Privileges:

The privilege to drive a County-owned vehicle shall be reinstated at such time as an employee's driver's license and MVR record meet the standards as set forth in this policy. The Risk Management Division will review, as necessary, the records of employees prohibited from driving County-owned vehicles and will notify their Supervisors and the Human Resources Department at the time such as driving privileges are reinstated.

§ 5805-6. Currency.

The Risk Management Division is responsible for maintaining the currency of this Instruction.

§ 5805-7. Reference.

Collier County Personnel Ordinance, Ordinance No. 2001-50: The County will provide a policy for specific practices and procedures for the enforcement of the safe operation of County vehicles. Further, this policy will establish procedures for employees to formally acknowledge and accept responsibility for operating County motor vehicles.



Appendix B



CMA # 5325

TRAINING, DEVELOPMENT AND EDUCATION

[Effective Date: October 1, 1998 (Revised: October 1, 2003; Revised: April 1, 2006; Revised: May 1, 2009; Revised: August 7, 2019)]

§ 5325-1. Purpose.

The purpose of this Instruction is to provide for the continuation of a training, development and education procedure authorized by the County Manager.

§ 5325-2. Concept.

It is the practice of the County to encourage employees to pursue training, development and educational opportunities, which will improve the competency level of employees and benefit the County.

A. Training, Development and Education:

- (1) Training, development and education programs should provide appropriate resources for employees and supervisors. The intent of this type of training, development and education is to improve the competency level of employees, not to enable employees to reach the minimum requirements of their current job. All such programs must be job related.
- (2) "Training, development and education" refers to both internal and external training programs such as, but not limited to, non-credit college courses, seminars, conferences, and workshops, trade association and user groups with a formal training component, and various on-the-job training/development strategies. Every attempt should be made to meet our employee's training/development needs in-house through internal means.
- (3) If approved training, development and/or education workshops cannot be conducted or scheduled to be delivered in-house, Collier County may pay, through the employee's divisional budget, 100% of all incurred costs for pre-approved training, development and/or education programs.
- (4) The Division Director and/or Department Head have the authority to approve training based on departmental budget considerations and required levels of staff expertise.

B. Orientation:

- (1) Opportunities for employee orientation are provided to ensure employees are knowledgeable about County practices, procedures, and operations. The Human Resources Division will provide new-hire processing to include pertinent Human Resources practices and procedures.
- (2) Supervisory personnel will conduct department orientation to discuss department operations and rules.

C. External Training:

- (1) When the combined costs for program fees and any related travel cost are less than \$1,000.00 and overnight travel is not required, the request must be made in writing via e-mail or memo to the employee's supervisor and pre-approval must be obtained from the Division Director or the Department Head, as appropriate, prior to commitment of payment and program attendance.



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- (2) When the combined costs for program fees and any related travel costs are equal to or exceed \$1,000.00 or if overnight or out of state travel is involved, pre-approval must be obtained via the PRE-APPROVAL FOR EXTERNAL TRAINING form. Pre-approval must be obtained from the Division Director or the Department Head, as appropriate, prior to commitment of payment and program attendance.
- (3) Within two weeks of return from external training where the costs equaled or exceeded \$1,000.00, employees shall complete and submit to their Division Director a Post-Training report. This should detail the value/benefit of the training received, how the learning will be used on the job, and, if applicable, how knowledge will be transferred to fellow staff.
- (3) When the request for training involves out-of-county travel, all provisions of the Business Travel CMA 5310 must also be met.
- (4) For external training, where the combined costs for program fees and any related travel are equal to or greater than \$1,000.00, the Department Head and/or Division Director may require an employee to sign a Training Costs Reimbursement Agreement prior to attending. If the employee should voluntarily separate from County service within 12 months following completion of the training session, or each relevant module, if applicable, they will be required to reimburse the County for the cost of the training and related expenses. (Refer to CMA 5322, Separation.)

D. Work Hours:

- (1) If an employee performs work related to their current position, while in training status, determination of what constitutes working hours will be governed by the Fair Labor Standards Act.
- (2) For non-exempt employees, the following rules apply:
 - a) Required training assigned through the County's Learning Management System (LMS) shall be completed during work hours on a regularly scheduled work day.
 - b) If an employee wishes to take training for the purposes of professional development using the County's LMS, the employee shall request supervisor approval prior to taking the class. Supervisors shall determine whether the time for training is reasonable and does not negatively impact the workload of the employee or cause undue hardship within the team.
 - c) Absent supervisor approval, training for the purposes of self-enrichment shall be completed during breaks or meal periods.

§ 5325-3. Currency.

The Human Resources Division is responsible for maintaining the currency of this Instruction.

§ 5325-4. Reference.

Collier County Personnel Ordinance, Ordinance No. 2001-50: Training and Education: It is the policy of the County to encourage employees to pursue training and educational opportunities which will improve the competency level of employees and benefit the County.



TRAINING, DEVELOPMENT AND EDUCATION
CMA 5325 Attachment 1

PRE-APPROVAL FOR EXTERNAL TRAINING

PARTICIPANT INFORMATION

Name: _____ Date: _____
Title: _____ Department: _____
Telephone: _____ Supervisor's Name: _____
Budget Code: _____
FUND COST CENTER OBJECT CODE

PROGRAM INFORMATION

Course Name/ Program Title:
(Attach copy of program brochure, course description, etc.)

Offered By:

Date: _____ Location: _____
Time: _____ Registration / Tuition Fees: \$ _____
Estimated Travel Costs: \$ _____

PROGRAM OBJECTIVES

Competencies/skills expected to be obtained:

Value/benefit expected to be returned to the Department/Organization:

APPROVALS

Supervisor: _____ Signature / Date _____
Division Director: _____ Signature / Date _____
Department Head: _____ Signature / Date _____

Appendix C



CMA # 5344

TUITION ASSISTANCE

[Effective Date: October 1, 1997 (Revised: March 31, 2001; Revised: October 1, 2003; Revised: January 1, 2005; Revised: April 1, 2006; Revised: May 1, 2009; Revised August 7, 2019)]

§ 5344-1. Purpose.

The purpose of this Instruction is to provide a tuition assistance procedure authorized by the Board of County Commissioners.

§ 5344-2. Concept.

- A. **Employee Eligibility:** Regular full-time employees and regular part-time employees scheduled for 30 or more hours per week, who have successfully completed six months of employment (and any relevant probationary period) as of the start date of the course, are eligible to receive tuition assistance if approved. Temporary/job bank, and/or contract staff are not eligible for tuition assistance.
- B. **Course Eligibility:** To qualify for tuition assistance, the following conditions must be met:
 - 1. **Approved Degree Program:** Degree programs approved for tuition assistance must relate directly to the employee's present job and enhance the knowledge, skills and abilities used in that job.
 - a. Tuition assistance will be considered for required courses that are part of an approved degree program.
 - b. Degree program or course pre-requisites do not qualify for assistance.
 - c. The degree program must be approved by the employee's Division Director, Department Head and Director, Human Resources prior to consideration of coursework for approval.
 - 2. **Job-Related:** Coursework approved for tuition assistance must relate directly to the employee's present job and must improve or maintain job-related skills or be required by the agency (or by law) for the employee to remain employed in that job for a genuine business purpose of the agency (as determined by the concurrent approval process).
 - a. Expenses required for the employee to satisfy the minimum educational requirements for qualification in his/her job do not qualify for reimbursement.
 - b. Educational expenses to qualify the employee for a new trade or business (that is not of the same general type of work as the employee's current job) are not eligible.
 - c. Elective courses that are required as part of the degree program are eligible for assistance.
 - d. Elective courses that are required as part of the degree program, but are not job-related, are eligible for assistance but may not qualify for tax-free reimbursement based on federal law.
 - 3. **Accreditation:** Courses must be taken from a fully accredited [as recognized by the



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Council for Higher Education Accreditation (CHEA), U.S. Department of Education (USDE) or both] college, university or trade school. The degree program, as well as the educational institution, must be accredited.

- 4. **Non-Degree-Related Courses:** Charges for a seminar program, workshop, non-credit course, or non-degree-related course are not reimbursable under this procedure.
- C. **Course Approval:** Employees must seek approval prior to enrollment when requesting reimbursement from the County. Human Resources must receive requests for tuition assistance *no later than two weeks after the first day the course begins*. Applications approved and/or received after that time will not be considered.
- 1. **Approval and Funding:** Approval of the degree program and each course approval request will be contingent upon the concurrence of the employee's Division Director, Department Head, the Director of Human Resources, and the availability of Division budgeted funds.
 - 2. If the Application for Tuition Assistance is not approved by the Division Director or Department Head, the Division Director will advise the employee in writing as to the reason for the denial. The application with accompanying explanation will be forwarded to the Human Resources for inclusion in the personnel file.
 - 3. **Alternate Funding:** Intended courses of study must be otherwise unavailable under state or federal government sponsored programs.
 - a. Veterans seeking tuition assistance must provide sufficient proof that alternate funding is not otherwise available. If equivalent training is offered through County-sponsored training, the employee will be expected to utilize the County-sponsored training first.
 - b. Employees receiving other forms of non-reimbursable financial assistance such as scholarships, fellowships, grants, Veteran's benefits, etc. must disclose such assistance, and will be eligible for tuition expense reimbursement after the financial assistance has been applied to the tuition costs. Duplicate payment is not permitted.

D. **Tuition Reimbursement:**

- 1. The County will pay 100% of tuition expenses, up to a maximum of six credit hours per academic term, subject to the applicable tuition charge per semester credit hour as outlined below. An academic term is a portion of an academic year during which an educational institution holds classes (semester, trimester, quarter, short-term semester, self-paced learning, etc.).
- 2. **Eligible Expenses**

Tuition	Yes
Laboratory Fees (applicable to science/health related courses only)	Yes



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Instructional Materials	No
Fees (in excess of those specifically related to a per credit-hour tuition as defined under the State University System of Florida)	No
Online learning fees (in addition to online learning tuition)	No

3. **Course Reimbursement:** The amount of tuition reimbursed will be the lesser of:
 - The State University System of Florida average graduate or undergraduate (as applicable) tuition charge per semester credit hour; or
 - The actual per-credit charge for the relevant academic term (may reflect a negotiated 'partnership rate' specified by the educational institution for Collier County Government employees).
4. **Grade Requirements:** The employee must receive a grade of "C" or better (C, C+, B-, etc.) for undergraduate level courses to receive assistance. For graduate level courses, a grade of "B" or better (B, B+, A-, etc.) shall be required to receive reimbursement. Courses graded on a Pass/Fail basis will be reimbursed with receipt of "Pass".
5. **Documentation:** The employee must submit documentation including, but not limited to:
 - a. A certified transcript of course grades, mailed directly to the Human Resources Office.
 - b. A tuition payment receipt for each course.
 - c. A statement of disclosure regarding non-reimbursable financial aid (e.g. grants, scholarships, etc.)
 - d. Any other documents as deemed appropriate by the Human Resources Director to support the reimbursement request.
6. **Disclosure:** Employees shall disclose any other tuition aid received from government and/or other sources (e.g. non-reimbursable grants, scholarships, fellowships, etc.), and may submit a request for reimbursement of paid eligible tuition expenses not covered by such programs. Reimbursement will be determined with consideration of non-reimbursable financial aid which offsets actual tuition expense. Duplicate payment is not permitted under the terms of this Tuition Assistance procedure.
7. **Falsification:** Should the employee submit documentation which he/she knows is false or intentionally misleading, in order to receive benefits for which he/she is not entitled, the employee shall be:
 - a. denied reimbursement
 - b. precluded from further participation in the program, and
 - c. required to repay the County for all tuition reimbursement amounts received while in the County's employ.

The employee may also be subject to further disciplinary action, including, but not limited to, termination of employment.



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TUITION ASSISTANCE

8. Classes and assignments are to be completed outside of regular working hours and should not interfere with the employee's work. Employees shall not use any space, personnel, equipment, or supplies of the County in the process of fulfilling any of the requirements of the coursework for which they are being reimbursed.
9. Unsatisfactory work performance during enrollment may result in forfeiture of tuition assistance.
10. **Timely Submission:** It is the responsibility of the employee to provide the Human Resources Department with all required materials for consideration of tuition reimbursement within 90 days of course completion. Excepting employees who have been absent from the workplace on an approved leave of absence, payment will be denied if documents are submitted after the 90-day requirement.
11. **Separation:** Should the employee separate from County service (voluntary separation or is discharged from County service) within 12 months following completion of coursework for which tuition assistance has been received, he/she shall reimburse the County for all tuition assistance received within the previous 12-month period (based on date of tuition payment). The County may deduct the reimbursable amount from the final paycheck in compliance with the Fair Labor Standards Act (FLSA).

§ 5344-3. Currency.

The Human Resources Department is responsible for maintaining the currency of this Instruction.

§ 5344-4. Reference.

Collier County Personnel Ordinance, Ordinance No. 2001-50. It is the policy of the County to encourage employees to pursue educational opportunities that will be beneficial to both the employees and the County.



Appendix D

CMA # 5380

OUTSIDE EMPLOYMENT

[Effective Date: October 1, 1998 (Revised: October 1, 2001; Revised: October 1, 2003; Revised April 1, 2006; Revised: August 7, 2019)]

§ 5380-1. Purpose.

The purpose of this Instruction is to provide for the implementation of an outside employment procedure authorized by the County Manager.

§ 5380-2. Concept.

It is the practice of the County that the employee's primary employment responsibility is with the County.

A. Outside Employment:

- (1) Employees who expect to engage in any outside employment shall, before commencing any such employment, request approval by their Division Director, Department Head and the Human Resources Division in writing through submittal of a Request for Outside Employment form.
 - (a) Requests for outside employment must be renewed annually.
 - (b) Employees who fail to notify their Division Director or Department Head of outside employment may be subject to disciplinary action up to and including discharge.
- (2) Employees may engage in outside employment, including self-employment, as long as the job does not compete, conflict with or compromise the County's interest, or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the County.
 - (a) Employees are prohibited from performing any services for customers on non-working time that are normally performed by County personnel.
 - (b) Employees may not use County equipment or tools to perform a non-County job.
- (3) Collier County employment shall always be primary. When the County requires that work be done, whether it is overtime or regular time that has been rescheduled, employees cannot refuse because of the demands of the other employer.
- (4) Approval will not be granted for outside employment requests when the request involves working for an organization that does business for or with the County (contractors, suppliers and/or customers); or violates County policy or the Conflicts of Interest Law (Section §112, *Florida Statutes*).
- (4) Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity does cause or contribute to job-related problems, such employment must be discontinued and, if necessary, normal

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disciplinary procedures will be followed to deal with the specific problems.

- (5) Employees accepting outside employment shall make arrangements with the outside employer to be relieved from such duties if the County calls them for emergency service. Every employee who engages in outside employment shall agree to respond immediately to any emergency call to duty by the County.
 - (6) Employees who have accepted outside employment are not eligible for paid leave when the absence is used to work on the outside job. Fraudulent use of leave will be cause for disciplinary action up to and including termination of employment.
- B. **Double Employment:** No County employee may engage in or have employment involving more than one position with the Board of County Commissioners exceeding a total of 40 hours in one week. Also, no employee may engage in employment in another job, full-time or part-time, that is administered either directly or indirectly by the Board of County Commissioners or any other Collier County Constitutional Officer agency (Clerk of Courts, Supervisor of Elections, Tax Collector, Property Appraiser or Collier County Sheriff's Office) exceeding a total of 40 hours in one week.

§ 5380-3. Currency.

The Human Resources Division is responsible for maintaining the currency of this Instruction.

§ 5380-4. Reference.

Collier County Personnel Ordinance, Ordinance No. 2001-50: Dual Employment: It is the policy of the County that the employee's primary employment responsibility is with the County.