

Okaloosa County

Collective Bargaining Agreement

between the

Okaloosa County Board of County Commissioners

&

International Association of EMT's and Paramedics

ARTICLE 1
THE CONTRACTING PARTIES

This Agreement is between the Okaloosa County Board of County Commissioners (hereinafter called the BCC or the County) and the International Association of EMT's and Paramedics (hereinafter called the Union or IAEP Local RS-134)

ARTICLE 2 RECOGNITION

The BCC recognizes the Union as the sole and exclusive bargaining agent for all employees included in the bargaining unit as certified by the Public Employees Relations Commission in Case No. RC-2019-002, EL-2019-014, Cert No. 19E-282, September 16, 2019.

Included: All full-time employees of the Okaloosa County Board of County Commissioners working in the classifications of emergency medical technician (EMT) and paramedic (including employees who hold the assignments of EMT field trainers, paramedic field trainers, and paramedic FTO's)

Excluded: All other employees of Okaloosa County Board of County Commissioners.

ARTICLE 3 GENERAL PROVISIONS

1. Emergency

If it is determined that emergency conditions exist the provisions of this agreement may be suspended by the BCC during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case, suspension of the terms of this agreement would apply only to those bargaining unit employees permanently or temporarily assigned to such areas.

2. Anti-discrimination/Prohibited Harassment

The BCC agrees not to discriminate against any employee on the basis of actual or perceived race, color, religion, age, handicap, national origin, sex, gender identity, sexual orientation, marital status, genetic information, political affiliation, physical or mental disability, or Union membership or non-membership, or for any reason prohibited under Florida Statutes or Federal law. This provision is not subject the Agreement's grievance or arbitration procedure.

Any claim of discrimination or harassment by an employee against the BCC, their agents, representatives or employees, except for grievances related to Union membership shall only be subject to the methods of review prescribed by law or by the rules and regulations having the force and effect of law.

3. Severability.

Any clause, provision, or part of this agreement, which might be, or hereafter, is construed by any court as violating such section, so as to fix either civil or criminal liability upon either of the parties shall be considered void and deleted here from as fully and completely as is same had not been incorporated in this agreement.

This Agreement shall not supersede any present state and local laws. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect. In the event that any portion of this Agreement is rendered invalid or unenforceable, the County and the Union may, at the request of either party, enter into impact negotiations relative to the particular provisions deemed or rendered invalid or unenforceable.

4. Waiver Clause.

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

The parties, as defined in Article 1, may agree to enter into letters of understanding and settlements which interpret provisions of this Agreement without such letters of understanding or settlements having to be ratified by the employees covered by this Agreement. Only the County Administrator and/or his/her designee and three (3) members of the Union Executive board may sign such letter letters of understanding or settlements on behalf of the County. Any contract modifications are subject to the same ratification process by both parties as required to execute the original agreement.

5. Accommodations with BCC Rules and Policies.

Except as otherwise and expressly agreed herein, BCC existing rules and policies that impact negotiable terms and conditions of employment are to remain in effect where the change is noticed to the Union. Any changes to policies shall be submitted to the Union for its review at least fifteen

(5) days in advance of the effective date of the change. If notice is not given of the intent to impact bargain the change within the 15 days, the change shall go into effect without any require-ment to impact bargain the change.

Implementation of proposed changes may be put in place prior to the fifteen (15) day notice if the County deems the matter time sensitive requiring sooner action. The Country agrees this does not waive the Unions right to request impact bargaining on the changes.

Any conflict between the terms of the Agreement and any County or department rules or policies, this Agreement shall prevail.

ARTICLE 4 UNION RIGHTS

1. Bulletin Boards:

The Union will be allowed to erect and maintain 3' x3' bulletin board space at all EMS work locations in areas possessing Human Resource bulletin boards used to convey information to employees and to which bargaining unit employees have regular access. Notices shall be on union stationary and shall bear the signature of an authorized union representative. Said announcements and notices shall not be of a derogatory or inflammatory nature.

* The County agrees to hang the bulletin boards within thirty (30) days of receiving the boards from the Union.

2. Union Stewards:

The Union shall have the right to select bargaining unit representatives (defined as shop stewards) from the bargaining unit. The County agrees that there will be no discrimination against authorized bargaining unit's representatives because of Union activity. Bargaining Unit Representatives shall not be recognized by the County until the Union has notified the County in writing of the selection and names of such representatives. The Union will also notify the County in writing when individuals leave the position of representative and the County may continue to recognize such individuals as representatives until receipt of such notice. Bargaining Unit Representatives shall not allow their activities to interfere with or disrupt the performance of their work or the work of any other employee. Bargaining Unit Representatives shall only schedule and participate in disciplinary, investigatory, and grievance meetings on dates/times outside of their paid working hours for the County.

3. National Representative:

A duly authorized National Representative of the Union shall be permitted to serve as representation during a scheduled investigatory meeting with County management, for purposes of collective bargaining, or for other requested and approved meetings with County management. The ability of the National Representative to attend a meeting timely will not inhibit the County's ability to conduct the meeting. Union representatives must notify and receive approval from the chief or his/her designee of any intended presence upon County property at least eight (8) hours prior to their desired arrival. The Union agrees that during visits, its representatives shall not interfere with the performance of work duties by any employee.

4. New Employee Orientation:

The County agrees to allow up to 30 minutes during the Public Safety departmental new employee orientation to provide union members with a copy of the agreement and to explain the provisions of this agreement and the function of the union. The County shall notify the Union President at the same time notification is sent to the department of the orientation. If the person to lead this meeting on behalf of the union is a current County employee, then they must do so only when off-duty. The time allocated for this meeting is to be at the end of the meeting, with opportunity for those not wishing to participate to leave.

5. Indemnification:

The Union shall indemnify, defend, and hold the BCC, their agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the BCC, their agents, and employees in complying with this article.

6. The above rights are subject to the extent not expressly abridged by a specific provision of this agreement.

ARTICLE 5
MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this agreement. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the rights of the public employer to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Communications by the Union with any department or division of the BCC shall be coordinated in advance through the Human Resources Director or designee or the Public Safety Director or designee as applicable.

Nothing contained in this Management Rights Article or in any other articles in this agreement shall be interpreted as a waiver of the Union's right to request impact bargaining pursuant to Chapter 447, Part II, Florida Statutes.

ARTICLE 6 SENIORITY

1. Seniority

Employee seniority will be tracked in two categories, County seniority and Classification seniority.

- A. County seniority if defined as the employee's most recent date of hire with the county. This shall be used to calculate vacation/sick leave accruals and layoff/ recall
- B. Classification seniority if defined as the start date in the employee's current classification.

This shall be used to determine vacation approval, and awarding of shift bidding.

2. Accrual of seniority

Employees shall accrue seniority based on their date of hire and date of classification.

3. Maintenance of seniority

Employees shall maintain and continue to accrue their seniority during the following events:

- A. Disability from a job-related injury
- B. Authorized leaves of absences, not to exceed six (6) months
- C. Temporary loss of certification issued by any applicable agency not to exceed thirty (30) days or formal decision by the certification agency, whichever is later.

4. Loss of seniority

Loss of seniority: An employee shall lose all seniority rights for any of the following reasons:

- A. Resignation
- B. Discharge
- C. One year of continuous lay-off
- D. Failure to return to duty after the expiration of an approved leave of absence (LOA)
- E. Leaving the bargaining unit to assume different employment with the county in excess of ninety (90) calendar days.

ARTICLE 7
DISCIPLINARY ACTION

1. Disciplinary Action

The County reserves the right to issue corrective action to employees, up to and including discharge, based on just cause and the principles of progressive discipline. Disciplinary actions may include written reprimands, suspensions, demotion, or discharge. Serious or repeated offenses may call for disciplinary action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progression.

2. Time Frames

Corrective actions shall be issued within ninety (90) calendar days of the initiation of a formal investigation into alleged employee misconduct. The investigation is deemed initiated at the point of the assignment of an investigator by the Director. By mutual agreement, the parties may extend the time limits on a case by case basis. The time limit shall not apply to an investigation conducted by law enforcement and/or an outside EMS agency or where the employee or essential witness is unavailable.

3. Investigatory Interviews

The County agrees to allow for representation during investigatory interviews as mandated through the Weingarten Rights at the request of the bargaining unit member. A minimum of 12 hours' notice shall be allowed for the employee to arrange for available off-duty representation, unless a shorter time is acceptable to the employee.

ARTICLE 8
EMPLOYEE RECORDS

1. Employee File

- A. There shall be only one official employee file for each employee in which commendatory or derogatory information is recorded. This record shall be maintained in the Okaloosa County Human Resources Department.

- B. A collective bargaining unit member will have the right to review his/her own official employee file at reasonable times, when requested by the collective bargaining unit member. Copies may be provided in accordance with Public Records policy/practices of the County.

- C. Bargaining unit members shall receive a copy of all disciplinary notices placed in their file. Disciplinary action forms shall have either the signature of the employee or in the case of an employee refusing to sign, two signatures from the county and a notation the employee refused to sign.

In the case that a discipline action is to be mailed to an employee, it shall be sent via certified mail with return receipt.

ARTICLE 9
ANNUAL LEAVE (AL)

1. Intent

The intent of this article is to provide paid scheduled leave for bargaining unit members which allows for scheduling adequate time off for rest and relaxation.

2. Accrual Rate

Accrual of Annual Leave

A. Full-time employees accrue annual leave based on years of service as follows:

Years of Service	Leave Accrued Each Month
0-5	8 hours
6-10	10 hours
11-15	12 hours
16-20	14 hours
21-25	16 hours
26+	18 hours

B. Upon initial appointment or upon termination, annual leave accrual will be prorated based on the date of employment or date of termination as follows:

Date of Employment	Leave Earned
1-7	100%
8-14	75%
15-21	50%
22-31	25%

Date of Termination	Leave Earned
1-7	25%
8-14	50%
15-21	75%
22-31	100%

- C. Any employee using more than 80 hours leave without pay due to using all available annual or sick leave, will have their anniversary date adjusted for the period of the leave and the employee will not accrue annual leave during the leave of absence without pay.
- D. Probationary employees accrue annual leave from the date of employment; however, cannot take annual leave until the initial or extended probationary period is complete. Any employee placed in a probationary status due to a change in their job title/classification shall be entitled to use any benefits to which they were entitled prior to the change.

- E. Any employee making a department transfer within the Board of County Commissioners will retain any unused annual leave. Upon initial employment, Okaloosa County Board of County Commissioners will not accept accrued annual leave earned from another agency.
- F. No leave without pay will be allowed when the employee has accrued annual leave to cover the period of leave and is eligible to use annual leave. However, use of annual leave is strictly prohibited for absences covered by workers' compensation. Employees on military leave who have exhausted their annual 240 hours paid military leave may elect to use leave without pay for additional military assignments.
- G. Any annual leave taken and any terminal annual leave to be paid must be reported in accordance with the established time keeping and recording processes of the County.

3. Leave Policy

- A. Okaloosa County EMS will utilize an electronic time keeping system to manage employee shift schedules. Each employee will be able to view and request changes to his/her schedule via this program.
- B. Leave requests must be submitted the department's time and attendance system at least 14 days in advance to allow the time to cover employee vacancies (the program will not allow you to submit leave requests within 14 days). The Captains and/or the EMS Division Chief have the authority to accept leave requests submitted with less than 14 days' notice in certain emergency cases. Request for leave will be accepted up to one year in advance (rolling year). No request for leave should be considered granted until it appears in the electronic time keeping program.
- C. Requests for leave will be granted on a first-come, first-serve basis except for the ten (10) County designated holidays to ensure fairness.
- D. No more than 4 (four) employees per 24-hour period (paramedics and EMT'S), (excludes command staff, ML, educational leave, sick leave etc.) will be allowed to take scheduled leave without the approval of the Captain or EMS Division Chief
- E. Sick calls will be made by telephone only to the on-duty Lieutenant. Voice mail messages and text are not allowed.
- F. Scheduled staff who report for duty any later than 3 hours after their scheduled time without contacting a supervisor are considered absent without leave (AWOL) and may be subject to disciplinary action.
- G. Employees who call out sick for their assigned duty shift will be ineligible to work a voluntary overtime shift for the next forty-eight (48) hours.
- H. Compensatory time may be used only as a means of compensating an employee for over-time work actually performed. The employee may accrue compensatory time as an alternative to overtime pay. All compensatory time will be issued in accordance with the Okaloosa County Compensatory Time Policy contained in the Okaloosa County Human Resources Policy Manual. Compensatory time will be documented as follows:

1. All time will be documented through the County's official time keeping system and submitted to payroll.
 2. The Department will track accruals and usage of Compensatory Time.
- I. All types of leave may be canceled during times of disaster or declared State of Emergency. The electronic time keeping system will be used to notify and recall staff in these cases. Therefore, it is required that all employees and command staff keep all their contact information up to date in the electronic time keeping system. This will be done using the approved Human Resources Change Form. The form should be completed whenever an employee has a change in name, phone number, address, or emergency contact. The employee is to complete the form and give to their Lieutenant. The Lieutenant will ensure the North and South Captain phones have been update and will send the form to the EOC. The Captains will ensure the employees electronic time keeping profile and employee file is updated. The employee will ensure that the electronic time keeping system call numbers is not blocked on their phone and is operational twenty-four hours a day/three hundred and sixty-five days a year. The form will then be sent to Human Resources.

4. Overtime Distribution

- A. Full-Time employees requesting overtime shifts shall place themselves 'available' in the electronic time keeping system for the days and hours desired. The Lieutenants will place employees marked 'available' into open shifts only if the electronic time keeping system has not. Overtime will be distributed with an emphasis on spreading the hours evenly and fairly utilizing the automated electronic time keeping system first; Lieutenants can interface secondly, if needed. If an employee has a need to alter the start or end time to a shift after it was accepted by him/her, he/she must contact the Lieutenants via email at no point should any employee contact the Lieutenants to request a particular station or partner. If the employee is placed into an open shift that is over 72 hours away, the Lieutenants shall send a notification to the employee via the electronic time keeping system informing them they have been placed on a shift. If the Lieutenant places the employee into an open shift that is within 72 hours, he/she will contact that employee via phone call to ensure he/she is still able to work the shift. However, it is ultimately the employee's responsibility to check the electronic time keeping system for their work schedule and station assignments after placing themselves 'available'. If the Lieu tenant has to move or cancel an employee's station assignment or shift, they must contact the employee via phone call prior to the start of their shift. Full time employees will not be placed in an open overtime shift that is over 14 days away to allow adequate time for relief employees to be assigned shifts. Relief employees may bump full time employees assigned to a shift; however, no bumping is allowed within 72 hours of the shift. The command staff maintains the right to alter schedules to best fit the operational pace of the division, to include bumping of any overtime personnel.
- B. Once an employee has accepted the available shift, he/she is responsible for covering the shift. If the employee later decides that they do not wish to fill the open shift, it is that employee's responsibility to find coverage.
- C. No more than 24 consecutive hours will be worked without 12 hours off The EMS Division Chief must approve any exceptions to this policy. Two-person paramedic teams may be split up and emergency medical technicians utilized for coverage as needed.

- D. When messages and vacancies are sent through the electronic time keeping system, employees are required to acknowledge the message or vacancy with an either 'Accept' or 'Reject' selection. Employees are not allowed to ignore the message/vacancy. Failure to acknowledge these messages and vacancies will result in progressive discipline as described in the Okaloosa County Human Resources Policy Manual.

ARTICLE 10 GRIEVANCE PROCEDURE

1. Purpose:

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

2. Grievance Definition:

Union - International Association of EMT's and Paramedics (IAEP)

County - Okaloosa County, Board of County Commissioners (BCC)

Day(s) Applicable to this article, shall mean calendar days

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

3. Election of Process:

Employees may utilize the Union representative or represent themselves in the processing of any grievance. Employees representing themselves shall be bound by the procedures established herein.

4. Content of Written Grievance:

All grievances must be in writing and must contain all of the following information:

- A. Article(s) and Section(s) of the Agreement alleged to have been violated;
- B. A statement explaining the alleged violation including any known relevant facts, dates, times and events.
- C. A statement identifying the remedy sought by the grievant. The description of the remedy for a Bargaining Unit member or group must be specific enough for the County to be able to calculate the cost or operational impact.

5. To the extent two or more grievances filed within 30 days of each other appear on their face to be grieving the same thing, with both party's approval, such grievances may be consolidated into a single grievance resulting in a single resolution.

6. Grievance Procedure:

Informal Step:

The aggrieved Bargaining Unit Member or Union representative shall consult with the aggrieved party's immediate supervisor within five (5) days of the occurrence. The consultation shall be informal for the purpose of settling non-disciplinary differences in the simplest and most effective manner.

Step 1:

If the grievance is not resolved at the Informal Step, the Employee or Union representative shall present the grievance in writing or via email to the Division Manager within ten (10) days of the consultation with the supervisor. The Division Manager may conduct a meeting with the aggrieved Bargaining Unit Member and his/her representative if one is desired. The Division Manager shall notify the aggrieved Bargaining Unit Member of his/her decision in writing or via email within ten (10) days from the date they received the grievance.

Step 2:

If the grievance is not resolved at Step 1, the Employee or Union representative may advance the grievance to Step 2 by submitting the grievance in writing or via email to the Department Director within ten (10) days after receipt of the Step 1 response. The Department Director shall investigate the grievance and may conduct a meeting with aggrieved and representative if one is desired. The Department Director shall notify the Union of his/her decision in writing within ten (10) days from the date they received the grievance.

Step 3:

If the grievance is not resolved at Step 2, the Employee or Union representative may advance the grievance to Step 3 by submitting the grievance in writing or via email to the County Administrator or his/her designated representative within ten (10) days after receipt of the Step 2 response. The County Administrator or his/her designated representative shall investigate the grievance and may conduct a meeting with aggrieved and representative if one is desired. The County Administrator or his/her designated representative shall notify the Union of his/her decision in writing within ten (10) days from the date they received the grievance.

Step 4:

If the grievance is not satisfactorily resolved at Step 3, the Union may refer the grievance to arbitration by filing a written demand for arbitration with the American Arbitration Association ("AAA") no later than fifteen (15) days after the County Administrator response. An arbitrator shall be selected in accordance with AAA procedures and the arbitration shall be conducted in accordance with its Labor Arbitration rules and the terms of this Agreement.

Employees covered under the provisions of this Agreement who are not represented by the Union shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement provided, however, such employee proceeding without assistance of the Union shall be required to post a bond in escrow with the BCC in an amount calculated to cover to cost of arbitration and in no event less than the amount \$4,500. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for arbitration and prior to the selection of an arbitrator.

The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in

accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the - BCC, the Union, the grievant(s) and the employees in the bargaining unit. The decision of the arbitration hearing shall become final and binding on the parties of this Agreement when delivered to them in writing, subject to the provisions of general law. In considering a grievance, the following provisions and limitations shall apply:

- A. The arbitrator shall issue his decision no later than thirty {30} days from the date of the closing of the hearing or the submission of briefs, whichever is later.
- B. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
- C. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
- D. The arbitrator shall limit their decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
- E. The arbitrator shall be without power or authority to make any decisions that are:
 - 1. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
 - 2. Limiting or interfering any way with the powers, duties, and responsibilities of the BCC under the constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.

The party filing the grievance shall bear the burden of proving the claim except in cases of discipline where the Employer will accept the responsibility of proving the claim.

- A. The arbitrator shall have no authority to add to, subtract from, modify, or amend the terms of this Agreement. The arbitrator shall cause the hearing to be conducted within the scope and terms of this Agreement. Hearings will be held in Okaloosa County when feasible.
- B. The fees and expenses of the arbitrator shall be paid by the losing party. In the case of a split decision, the parties will equally share the arbitrator's fee. Other arbitration expenses incurred by either party such as pay for witnesses, legal fees, transcript fees, etc., shall be the sole responsibility of the party incurring such expense.
- C. The arbitrator has the authority to make the grievance whole, which includes wages, benefits, seniority, and other conditions of employment. They do not have the authority to award punitive damages.
- D. The decision of the arbitrator shall be final and binding on all parties to the dispute.

7. Time Limits:

The time limits set forth herein shall be strictly enforced, and may only be extended by mutual agreement of the Parties in writing. If the Union fails to advance the grievance within the time limits prescribed herein, the grievance shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step. A grievance not answered by the County within the prescribed time limits at any step shall be considered a denial of the grievance as of the day on which the response was due, and the aggrieved Bargaining Unit Member or Union may timely advance the grievance to the next step. Notwithstanding any provision to the contrary, the Parties may agree in writing to elevate any grievance to arbitration (Step 4) without proceeding through each previous step set forth in Section 5 of this Article. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay, or interfere with the right of the County to take the action complained of, subject to the final disposition of the grievance. An employee who resigns from employment shall be deemed to have waived the right to initiate or to process a grievance under this provision of the article. If the union wishes to pursue the issue as a broader unit wide matter, then the union may do so by filing a new grievance related to the matter.

ARTICLE 11
EXCHANGE OF TIME (EOT)

1. Swaps

All Bargaining Unit members shall have the right to exchange shift assignments. Swap time may only be done between employees of the Department of Public Safety that are of the same position classification level; for example, a Lieutenant can only swap with another Lieutenant and a paramedic can only swap with a paramedic, etc. If a nonscheduled employee agrees to exchange time with another employee and does not work the scheduled shift the originally scheduled employee will be held responsible to either work and cover the shift or to find another person willing to exchange the shift no later than two hours prior to the shift begins. The exception to this would be an employee who arrives at work ill and is subsequently not authorized work. Additionally, the following conditions must prevail:

- A. The time is traded voluntarily between members of equal rank and not at the request of the County.
- B. The employee maintains records of all time traded
- C. The County shall not be held responsible for any inequity or incomplete swaps
- D. The time traded is paid back within a 12-month period
- E. The employee covering the exchange of time may not request for scheduled time off during his/her obligation of the exchange time
- F. Probationary employees are not eligible to participate in the exchange of time provisions of this Article until successfully completing six (6) months of employment.

ARTICLE 12
REDUCTION IN FORCE

1. Reduction in Force (Layoff) Policy
 - A. An employee may be laid off when it becomes necessary by reason of: but not limited to: lack of work, shortage of funds, abolishment of a position, or changes in organizational structure. This action does not reflect discredit upon the service of the employee. Employees affected by such reductions in force shall receive not less than two (2) weeks written notice of termination of employment, if possible.
 - B. The order of such layoffs shall be based on inverse order of classification seniority for bargaining unit members.
 - C. Laid off regular employees will receive full payment for all accrued annual leave at the employee's current rate of pay, up to the maximum limits prescribed in this policy.
 - D. Regular employees with less than 10 years of continuous services with Okaloosa County who are laid off shall receive payment for twenty-five percent (25%) of accrued sick leave, up to a maximum of 240 hours. Regular employees with more than 10 years of continuous service with Okaloosa County who are laid off shall receive payment for accrued sick leave in accordance with the schedule stated in this policy.
 - E. Employees who are laid off may apply for internal vacancies for a period equal to one-half (½) of the employee's service of employment with the County at the time of layoff or one (1) year, whichever is less.
 - F. Recall
 - A. As positions become available, employees shall be notified of recalled beginning with the most senior employee. Recalled employees shall be sent a certified letter announcing such recall to the last address on file with the County. Employees are responsible for maintaining a current address with the county. Recalled employees shall have five (5) calendar days from receipt of notice to accept recall and fourteen (14) calendar days to report for duty. Any Employee recalled from lay-off must be qualified to perform the work available and have the required valid certifications and licenses at time of recall. Recalled employees will have thirty (30) days from return date to complete any County specific training required. Employees recalled from layoff shall be reinstated to a position in their former classification and shall have all benefit levels restored, including any wage increases missed, as if they had not left.
 - B. The anniversary date for a laid off employee who is recalled shall be adjusted forward by the number of days that the employee was laid off.
 - C. For purposes of annual and sick leave accrual rate, recalled employees shall retain credit for prior service. Recalled employees shall have any accrued annual and sick leave for

which the employee did not receive any payment at the time of layoff restored. The employee may have all annual and sick leave restored if the employee repays the full amount of payment received within 60 days following reinstatement.

- D. The employee may be paid at a rate comparable to others in the same job classification with a comparable length of service, if the department budget will permit.
- E. Recalled employees shall be granted first day coverage in health, life and dental insurance.
- F. No new employees(s) will be hired into a bargaining unit classification until such time as all qualified laid off employees have been recalled, refused or have been disqualified.

ARTICLE 13
RETIREMENT

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

ARTICLE 14 LEAVES OF ABSENCE

1. Abuse of sick leave is a serious offense and the use of sick leave will be carefully monitored by department directors and the Human Resources Department. Employees suspected of abusing sick leave may be required to produce a doctor's certification and be examined by a county appointed physician to verify the individual's condition. Employees shall be paid their appropriate hourly wage for time spent at doctors and shall be reimbursed any out of pocket insurance expenses incurred. Any employee who is determined to have abused sick leave may be disciplined up to dismissal depending on the circumstances.

2. Rate of Leave

- A. Full-time employee accrue sick leave at the rate of eight (8) hours per month.
- B. Sick leave does not have a maximum accrual.
- C. Upon initial appointment or upon termination, sick leave accrual will be prorated based on the date of employment or date of termination as follows:

<u>Date of Employment</u>	<u>Leave Earned</u>
1-7	100%
8-14	75%
15-21	50%
22-31	25%

<u>Date of Termination</u>	<u>Leave Earned</u>
1-7	25%
8-14	50%
15-21	75%
22-31	100%

**Any employee using more than 80 hours leave without pay due to using all available annual or sick leave, will have their anniversary date adjusted for the period of the leave and will not accrue sick leave during the leave of absence without pay.

- D. Any employee making a departmental transfer within the Board of County Commissioners will retain any unused sick leave. Upon initial employment, Okaloosa County Board of County Commissioners will not accept accrued sick leave earned from another agency.
- E. No leave without pay will be allowed when the employee has accrued annual or sick leave to cover the period of leave and is eligible to use this annual or sick leave. However, use of sick leave is strictly prohibited for absences covered by workers' compensation wage reimbursement.

3. Request for Sick Leave

- A. A request for sick leave will be submitted to the immediate supervisor. If prior approval is not requested, an employee must call their immediate supervisor for approval, within 90 minutes prior to the beginning of the work shift.
- B. Accrued sick leave may be taken during an initial or extended probationary period. Sick leave cannot be taken for absences covered by workers' compensation wage reimbursement.
- C. Sick leave will not be advanced except when an employee is injured on-the-job during the probationary period. Probationary employees injured on the job will be allowed to charge the first seven (7) days [or less than seven (7)] to their sick leave once it has been established that the absence will not be covered by workers' compensation.
- D. Any sick leave taken must be reported on biweekly time reports and exception reports.

4. Extended Leave:

All extended leave (more than 80 successive hours) will have the approval of the department director and notification of the Human Resources Director.

5. Minimum Charge:

One-quarter (1/4) hour is the minimum charge for sick leave and additional leave is charged in multiples of one-quarter (1/4) hour.

6. Use of Sick Leave:

Sick leave may be granted for the following purposes:

- A. Personal illness or injury not covered by workers' compensation wage reimbursement;
- B. Personal medical, dental, or optical appointment, examination, or treatment that is necessary during working hours;
- C. Exposure to a contagious disease that would endanger others;
- D. Pregnancy and maternity leave;
- E. Dependent illness - Up to a maximum of 96 hours annually of the employee's accrued sick leave may be used for dependent illness. For purposes of this section, dependent shall be defined as follows:
 - 1. Parent - biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was son or daughter.
 - 2. Son or Daughter - biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is:
 - 3. Under 18 years of age; or
 - 4. 18 years of age or older and incapable of self-care because of a mental or physical disability.
 - 5. Spouse-husband or wife, life partner.
 - 6. Spouse's parent.

7. Unused Sick Leave:

- A. Standard Sick Leave Payout Policy

1. Unused sick leave will not be paid at termination for employees terminating service with less than 10 consecutive years of employment with the County.

For employees terminating service with at least 10 consecutive years of employment with the County, payment for unused sick leave will be based on the following schedule:

50% of the first 480 hours
25% of the second 480 hours
20% of all hours over 960 hours

2. Any EMS employee terminating with at least 10 consecutive years of employment with the County who is alleged to have committed, aided or abetted in any theft, embezzlement, fraud, official misconduct, threatening or bribery during employment shall have their leave balance held in abeyance until the completion of the investigation. If the investigation reveals the allegations to be unsubstantiated, the County will authorize the payment of terminal annual leave in accordance with this Section. In no case shall the County hold the terminal annual leave in abeyance for more than 180 days from termination.
3. Any employee terminating who has completed their initial or extended probationary period shall forfeit all rights and benefits under this Section if they are:
 - A. Determined by the County, during its internal investigation, to have committed, aided or abetted in any theft, embezzlement, fraud, official misconduct or bribery committed in connection with their employment; or
 - B. Found guilty or entered a plea of guilty or no contest in a court of competent jurisdiction to have committed, aided or abetted in any theft, embezzlement, fraud, official misconduct or bribery committed in connection with their employment, committed prior to terminating; or
 - C. Terminated based upon the employee having admitted that they committed, aided or abetted in any theft, embezzlement, fraud, official misconduct or bribery committed in connection with their employment.
4. If the County, during its internal investigation, determines that the employee has committed, aided or abetted in any theft, embezzlement, fraud, official misconduct or bribery committed in connection with their employment, or otherwise meets any of the criteria contained in subsection iii) (1), (2) or (3) above, then the County, through its Human Resources Department, shall issue a written determination setting forth its findings and the basis for that determination. Within five (5) business days of the issuance of the determination by the Human Resources Department, the employee may seek review of that determination by the County Administrator. The County Administrator, or his designee, shall review the basis for the determination and relevant material submitted by the employee and either uphold or reverse the determination of the County. The decision shall be final.
5. The appeal and review of any determination relating to the forfeiture of rights and benefits under this Section is separate from any appeal and review of an adverse employment action under the grievance process outlined in the collective bargaining agreement.

8. Certification by Physician:

For the following reasons, a medical certification signed by a licensed physician may be required by the employee's department director to substantiate a request for sick leave:

- A. Any period of absence (due to illness) consisting of 36 hours or more.
- B. To support a request for sick leave during a period when the employee is on vacation leave, or when taken before or after a holiday or other scheduled day off
- C. Leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified or warned that a certificate will be required.
- D. To support a request for FMLA leave, and a fitness for duty report to return to work.
- E. An Employee suspected of abusing sick leave. If an employee is directed to obtain a certification by a County designated then physician visit will be scheduled during working time and considered compensable time.

9. Optional Yearly Sick Leave Payout:

There will be an optional pay out of unused sick leave in November of each year based on use of leave in the previous fiscal year (October through September) and in accordance with the following schedule.

EMS Employees who have a balance of at least 200 hours of sick leave may choose to be paid for unused sick leave indexed to the amount of sick leave used as follows:

Sick leave hours used	Maximum payout of hours
0-12	24 hours
13-24	16 hours
25-40	8 hours
41+	Not eligible for optional pay out

10. Bereavement Leave:

- A. A maximum of three regularly scheduled shifts of consecutive work hours with pay will be granted to a full-time EMS employee when a death in the family occurs.
- B. The family members to be included as bereavement leave are:

Husband	Father in law	Step parents
Wife	Brother in law	Step children
Mother	Sister in law	Step brother
Father	Son in law	Step sister
Son	Daughter in law	Uncle and spouse
Daughter	Grandparents	Aunt and spouse
Brother	Great grandparents	Great uncle and spouse
Sister	Grand children	Great aunt and spouse
Mother in law	Great grandchildren	
Niece	Nephew	

- C. Bereavement leave will not be charged against your accumulated vacation or sick leave time.
- D. You must notify your supervisor/department director of this bereavement leave so that your time will not be docked.
- E. The department director will verify the relationship of the deceased family member in accordance with the above relationships. The relationship of the deceased to the employee will be indicated on the biweekly time reports and exception reports.

11. Family and Medical Leave Act (FMLA):

The County will comply with the provisions of the Family Medical Leave Act.

12. Military Leave:

The following information is intended to be used as a guide for military leave of absence. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) is detailed and lengthy; the provisions contained therein shall apply to Okaloosa County employees.

- A. Employees are eligible for military leave of absence when they are assigned (volunteered or ordered) to active or inactive duty in connection with U.S. Reserve Forces or the National Guard. A copy of the member's official orders should be submitted as much in advance of the leave as possible.
- B. Compensation for employees called to involuntary military training exercises shall be full county pay for all time required.
- C. Compensation for employees called to active military service shall be full county pay for normally scheduled work days within the first 30 calendar days. An employee whose active duty extends beyond 30 days, and whose military pay is less than their county salary, will have their military pay supplemented by the County so that their total salary equals their county salary at the time they were called to active military duty. The supplement will continue for one (1) year from the date of military activation. Adequate documentation verifying military pay must be provided to Human Resources before the supplement can be paid. Leave accrual will continue for one (1) year from the date of military activation.
- D. Absences exceeding the respective 240 working hour or 30 day caps may, upon request of the employee, be charged to paid vacation, floating holiday or compensatory leave and/or leave without pay, provided that paid leave combined with any supplemental pay does not exceed the employee's county salary.
- E. An employee on military leave of absence may elect to continue group health and dental insurance coverage as if the employee had continued working. The County will continue to pay the premiums up to one (1) year for the employee, while premiums for dependent coverage will continue to be the responsibility of the employee. If an employee called to active military service chooses not to elect continued health and dental insurance coverage, then upon re-employment, the employee's health insurance benefits present before deployment will be reinstated, including family coverage, without any waiting period.
- F. Returning employees will retain seniority, status and rate of pay as though the employee on military leave of absence had been continuously employed. Re-employment will be granted pursuant to USERRA.
- G. When an employee in a covered position leaves employment with Okaloosa County for the purpose of serving in the Armed Forces of the United States and is separated there from with an honorable discharge, Okaloosa County shall reinstate or re-employ such person to the same or equivalent position within one (1) year and that person shall be awarded preference in promotion ahead

of all other employees who are as well or less qualified for the position. Eligibility for promotion shall apply only to the first promotion after reinstatement or re-employment.

13. Civil Leave:

- A. When an employee has been summoned for jury duty or as a witness in county matters, he/she must notify the supervisor/department director and present the summons.
- B. If the employee is in court (or required to remain in the court's jurisdiction) for the entire working day said employee will receive the regular days pay. The same does not apply on an employee's regular day off; on those days they will only receive the court's compensation.
- C. Upon release from the court's jurisdiction, an employee will be allowed a maximum of one and one-half (1 1/2) hours to attend to personal matters before returning to duty, if the entire day has not been required by the court.

14. Leave of Absence, Without Pay (LOA/WOP):

- A. A full-time EMS employee, if valid reasons are presented, may be granted a leave of absence not to exceed six (6) months upon approval of the department director. Each case will be handled on an individual basis on its own merit.
- B. An employee on a LOA/WOP, will not receive pay for holidays falling within this period of time.
- C. When an employee is placed on or returns from LOA/WOP, annual and sick leave will be prorated in the same manner as a new or terminated employee based on the effective date.
- D. All annual leave and compensatory time accumulated will be used before commencement of a LOA/WOP. Annual leave will not accrue during the LOA/WOP.
- E. Sick leave may remain intact and be protected. Sick leave will not accrue during the LOA/WOP.
- F. Seniority rights are retained but the anniversary date will be adjusted the number of calendar days off on leave of absence.
- G. Upon resuming employment, the employee's assignment will be dependent upon the department's needs at that particular time. Positions will not be held vacant until the employee returns to work. Exceptions to this provision will be granted in accordance with the Family and Medical Leave Act.
- H. While on an approved LOA/WOP you must pay for your insurance coverage to avoid an interruption of benefits. These amounts should be paid to the Finance Department. Exceptions to this provision will be granted in accordance with the Family and Medical Leave Act.
- I. An employee will be placed on a LOA/WOP if absent more than 80 consecutive hours without pay [or two (2) weeks for employees working 24-hour shifts]. The LOA/WOP will be effective retroactively to the date of the first full shift without pay.

15. Unauthorized Leave:

- A. An employee absent from duty for a day(s) or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an unauthorized leave.
- B. Any such absence shall be without pay and may be subject to disciplinary action.
- C. In the absence of disciplinary action, an employee who absents himself/herself for three consecutive work days without leave shall be deemed to have resigned.

16. Domestic Violence Leave:

Domestic violence is any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

- A. In accordance with Chapter 741.313, Florida Statutes, eligible employees are provided up to three (3) working days of job-protected leave during any 12 - month period for an employee or a family or household member who is the victim of domestic violence or sexual violence. Employees are required to use their available annual, compensatory or sick leave during the domestic violence leave.
- B. Employees are eligible if they have worked for Okaloosa County for at least three (3) months.
- C. Reasons for taking leave:
 1. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
 2. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
 3. Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
 4. Make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator; or
 5. Seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic violence or sexual violence.
- D. An employee seeking leave from work under this policy must provide appropriate advance notice of the leave, if possible.
- E. Written requests for domestic violence leave and biweekly time sheets or exception reports reflecting domestic violence leave are confidential and exempt from Statute 119.07 (1) and 24 (a), Article 1 of the State Constitution until one (1) year after the leave has been taken.

ARTICLE 15

BENEFITS

The BCC agrees to make available to all regular full-time employees covered by the Collective Bargaining Agreement benefit options and plans in the same manner and at the same rates as made available to all non-represented employees

The County and the Union agree that this article, Benefits, shall be opened for negotiations for year 2 and 3 of this agreement. The County shall notify the Union President of any planned changes in rates, or other economic impacts to the participants. The Union President shall have fifteen (15) days to notify the County of its intent to bargain. If the Union requests to bargain then the County and Union shall promptly enter into negotiations.

For year 2, the union agrees to the County's proposal to offer of benefits to bargaining unit members status quo to the terms and provisions provided in year 1 of the agreement. The union reserves the right to open this article per the terms listed above for year 3 of the agreement.

The Unions election to negotiate this article will not impede or prevent the County from implementing changes to the unit as applicable to all non-represented staff of the County. The County acknowledges that the Union may negotiate for changes that may be effective back to the original date of change.

ARTICLE 16

UNIFORMS

1. Employees shall be provided uniforms in accordance with the current Division Policy on uni-forms. All issued uniform items will be logged onto a uniform accountability form as designed by the Department listing name of the item(s), the number(s) issued, and value(s) upon issue to the employee. The employee will sign for these items upon issuance. New uniform accountability forms will be completed for employees as previously issued uniform items are returned and/or new uniform items are issued.

All uniforms, protective clothing, or protective devices required of members in the performance of their duties shall be furnished by the County without cost to the members. The county will ensure all issued uniforms will be the sizes as indicated by the employee.

2. Initial issue of uniforms shall be as follows:

- J. Two (2) short sleeve T-shirts with County logo (front) and Paramedic or EMT (across the back).
- K. Two (2) long sleeve T-shirts with County logo (front) and Paramedic or EMT (across the back).
- L. Two (2) button down duty shirts (short and/or long sleeve)
- M. One (1) cold weather duty jacket
- N. Four (4) tactical pair of trousers
- O. One (1) EMS cap
- P. One (1) reflective rain-coat
- Q. One (1) cold weather EMS hat
- R. One (1) pair of departmentally approved footwear
- S. One (1) EMS sweatshirt
- T. One (1) EMS job shirt
- U. Two (2) name badges

* Employees will provide their own belts and shall be a black regular or tactical style.

3. Employees are responsible for keeping uniforms in good condition and replacing uniforms as needed beyond the annual allotment in order to maintain a professional appearance. Employees will have the ability to swap a damaged, including fading, uniform item for a replacement item, if damage occurred as part of the employee's performance of job duties and through no fault of their own.

4. Upon separation, employees have 15 days to return all uniform items issued to logistics. Items not returned will have the current value as assessed by the department deducted from the em-employee's final paycheck and/or leave payouts.

2. Personal Hygiene

All County employees are expected to meet the following standards with respect to personal grooming and hygiene upkeep, to include but not limited to;

- (1) Consistent bathing and oral hygiene
- (2) No use of heavily-scented perfumes, colognes, and/or lotions
- (3) Clean, well-groomed hair (no artificial colors outside the natural colors)
- (4) Facial hair will be neat and trimmed and will be kept above the jawline to ensure a respirator seal.
- (5) No jewelry will be worn while on duty on the face, to include face, eyebrows, nose, and or tongue.
- (6) Rings and/or fingernails that interfere with the donning of gloves or limit manual dexterity are not allowed. All nail color should be of a neutral tone with no extreme designs or bright fluorescent colored polish.
- (7) Visible tattoos shall be non-derogatory and tasteful in design; no tattoos shall be visible on the face or neck.
- (8) Hair will be neat in appearance; longer hair must be worn up or tied back while on a call.

ARTICLE 17 PROBATIONARY PERIOD

1. Definition

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

2. Probationary Period

New hired employees shall be considered probationary for the first six (6) months of employment. At any point during the probationary period the County may discharge any such employee for with or without cause and discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

3. Extension of Probation

Probationary periods may be extended for up to an additional ninety (90) days upon agreement between the Employer and the Union. Employees who are in probationary status shall have no seniority status until they have successfully completed their probationary period. Upon successful completion of their probationary period, full time employees will be credited for seniority retroactive to their date of hire.

4. Changes in Classification Trial Period

An internal EMT employee who is promoted in his/her job classification to Paramedic shall be required to successfully complete a ninety (90) day probationary period in the new classification. Employees that are not successful in the probation period of the classification of Paramedic shall be reverted to the classification of EMT if an existing budgeted position is available (vacant), except in cases of gross misconduct and/or objection by the Medical Director. If an existing full-time budgeted position is not available, then the employee shall be given the first right of refusal when the first available budgeted full-time position becomes available. The first right of refusal period shall last up to a maximum of one year as referenced in the Lay-Off article, but will no longer apply should the employee be offered and refuse a full-time position during this one-year period.

5. Accrued time

Members shall accrue annual leave (AL) as of their first day of employment. However, no Scheduled annual leave (AL) may be taken during their new hire probationary period.

ARTICLE 18

WAGES

1. The County will comply with the Fair Labor Standards Act in the recording of time worked and related compensation of bargaining unit members.
2. Bargaining unit members received a wage increase that totaled 7%. This was comprised of a 3% mid-year adjustment effective May 1, 2023 and a 4% increase effective October 1, 2023.
3. A one-time payment in the amount of \$300 for each EMT and paramedic, shall be given upon ratification. The County and Union agree to a year 2 and 3 wage re-opener that would take effect on October 1, 2024 and October 1, 2025 respectively.
4. Any and all special/supplemental pays as offered by the County and not covered by this article are to remain status quo for the length of this agreement.
5. Employees designated as Field Training Officers shall receive a \$50.00 benefit per week. Paramedics performing Critical Care Transports shall be paid a \$60.00 benefit for each transport.
6. A new hire employee may be credited for education, training and experience under the following conditions:
 - A. Education, training and experience must be documented and verifiable within the classification or an equitable role for which they are hired;
 - B. The starting rate of pay for the new hire shall not be higher than a current employee with equal education, training and experience within that classification. If a new hire starting rate does exceed the starting minimum, then all employees with equal training and experience below that rate shall be adjusted to an equal rate.
7. A one dollar (\$1.00) shift differential shall be added to the base hourly wage of any bargaining unit member for working any hours between 1800 to 0600 regardless of shift start and end times.
8. Bargaining unit members who upgrade from EMT to Paramedic shall have his/her base hourly wage adjusted to the Paramedic starting wage or an increase of ten percent (10%) whichever is greater. In accordance with the provisions of Article 17, section 4, Paramedics returning to EMT classification shall return to the hourly wage they were earning prior to the upgrade to include any adjustment they would have received had the upgrade not occurred.
9. For the remainder of the 2023-2024 fiscal year, any additional wage adjustment or cost of living adjustment offered to non-bargaining employees shall be offered to the bargaining unit members.

10. For the fiscal year 2024 -2025 and moving forward, any additional wage adjustment or cost of living adjustment offered to non-bargaining employees greater than the bargained increase in this agreement, the difference shall be offered to the bargaining unit members; however, if accepted, the wage reopener will be considered closed for that fiscal year and no additional increase in compensation will occur within the fiscal year.

ARTICLE 19 ON CALL AND STAFFING

1. All requirements of the State of Florida Department of Health, Bureau of Emergency Medical Oversight will be met.
 - A. All in-service OCEMS units are designated, and placarded, as either Basic Life Support (BLS) and/or Advanced Life Support (ALS) in accordance with the State of Florida Department of Health.
 - B. All ALS ambulances shall be staffed with a minimum of one Florida certified paramedic as well as one Florida certified EMT (or another Florida certified paramedic).
 - C. All BLS ambulances shall be staffed with a minimum of two Florida certified EMT's.
 - D. If necessary, and with approval of the Operations Section Commander, ALS ambulances may be put in service by combining un-partnered Paramedics, using relief Paramedics.
 - E. In the absence of one of the Branch Commanders, another EMS team member may be assigned to the Branch Command role until such time the assigned Branch Commander returns.
2. Staffing and Filling
 - A. The goal of Okaloosa County Emergency Medical Services is to provide high quality, timely care to our patients. The minimum number of units in operation will be 8 transport units 24 hours a day. With this in mind, every effort will be made to ensure that the employee is allowed to leave on time. It should be noted that there will be times when cover age or calls dictate the employee staying over after the regularly scheduled shift time ends. These hours are considered mandatory.
 - B. The goal of the OCEMS shall be to ensure that an adequate number of trucks are kept in service at all times. Factors such as time of day, time of year, weather, special events, day of the week, and current system status will come into play when deciding on the number and type of units necessary to care for our customers on a day to day basis. The OCEMS will work to ensure that an adequate number of trucks is maintained. On call staff will be utilized in the instance where it is determined that additional transport units are needed and no other staff are available to work.
 1. Every attempt will be made to plan for coverage in advance. Open/available shifts will be placed in the department electronic time keeping system schedule as soon as possible. Open/vacant shifts will be staffed utilizing employees who are marked 'available' in the electronic time keeping system (per Policy 116.00 Leave and overtime distribution).
 2. Once an employee has signed up for an available shift, he/she is responsible for covering the shift. If the employee later decides that they do not wish to fill the open shift, it is that employee's responsibility to find coverage.
 3. Command Staff will make a dedicated effort to fill open positions no fewer than

seven days in advance. The following strategy will be utilized, while being mindful of overtime usage:

- a. Relief employees
- b. Full time employees - on overtime
- c. Relief employees - on overtime
- d. On call full-time employees. All employees should be aware that circumstances may arise where it will be necessary to utilize an on-call employee for the full shift. Every effort will be made to minimize this occurring.
- e. Off duty Lieutenants (mandatory)
- f. Captains (mandatory)
- g. EMS Chief (called in to assume county command)

C. On-Call Strategy. Employees may be ordered into work for any of the following reasons, but not limited to:

1. Coverage for leave or other staffing deficiency,
2. To backfill for long distance transport augmentation,
3. To backfill-deployment to other areas of the state,
4. Any large-scale incident in-county,
5. Any naturally occurring or man-made disaster or Pandemic, emergency 2x pay may apply in accordance with County policy and criteria.

3. Use of On Call (Stand-by) For Coverage

- A. All full-time non-exempt shift staff permanently assigned to an ambulance are subject to being on call (stand-by) Bargaining unit members shall be compensated for one (1) hour at their base hourly wage during the week (Monday 0500 to 1700 hours) and two (2) hours at their base hourly wage during the weekend (Friday at 1700 to Monday at 0500 hrs). Employees who are called in and provide coverage will receive an extra hour of pay at their base hourly wage.
- B. On call employees when called shall not be required to serve past their on-call period with the exception of an ongoing call for service. Staffing for the balance of the shift will be immediately sought from the next on call employee in rotation. The two (2) hour limited pre-call window shall not apply to this situation.
- C. Employees shall submit a minimum of two (2) 12 hour shifts to be on call to the designated

Lieutenant by the first day of the month prior. If no days are submitted by the deadline, on call day(s) will be assigned to the employee. Employee choosing two (2) 12 hour shifts shall only be utilized for on call shifts consistent with their regularly assigned shift (day for day and night for night) unless the employee requests otherwise. The schedule for being on call will be posted in the departmental approved time tracking system along with the work schedule. On call day(s) and times can be swapped, through mutual agreement, by following the same procedures outlined for shift swaps.

- D. All employees of the department shall maintain an active telephone for contact. The employee shall furnish the department with their telephone number and must keep the department informed when their telephone number changes.
- E. The employee on call is to be available by this phone for the entire time they are scheduled to be on call and will receive stand by pay accordingly.
- F. The on-call employee may not sign up for voluntary overtime on his/her scheduled on call (standby) day.
- G. If an employee is called into work and finds his or her own coverage for the shift, employee is relieved from the on-call requirements for that particular assignment.
- H. Employees utilized for on-call shifts shall have a minimum of eight (8) hours in between the end on the shift and the beginning of their next assigned shift.

4. On Call Responsibilities:

It is the on call (standby) employee's responsibility to monitor and answer their phone. The phone must be in working order including a charged battery on cell phones Notification of on call shall be done via a phone call no greater than two (2) hours prior to the shift start time and if no answer a voice message. It is the employee's responsibility to return the phone call/phone message within thirty (30) minutes. Text messages are not an acceptable form of notification.

Employees on call (standby) will report to duty as assigned within 2 hours of notification and in the expected physical condition needed to perform those duties. There may be circumstances that would prohibit the employee from responding to work when notified; these will be considered on a case by case basis by the applicable Lieutenant and Captain. These instances should be rare in occurrence and will be monitored.

5. "Available" Status:

Each employee volunteering for OT will mark themselves "available" in the approved electronic time keeping system. All employees will have access to view those marked "available" in the approved electronic time keeping system. Full time employees assigned to an overtime shift shall not be bumped by a relief employee if the shift is less than seven (7) days from the date of the shift.

**ARTICLE 20
HOLIDAYS**

1. Holidays

The following are county observed holidays:

New Years Day	Martin Luther King's Birthday	Memorial Day	Independence Day
Labor Day	*Floating Holiday	Veterans Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve	Christmas Day	

*Floating Holiday - Full-time employees with five (5) years or more continuous service will be eligible for a 10-hour floating holiday to be taken when the employee wishes, subject to department director approval (birthday, anniversary, etc.). The floating holiday will be taken on a calendar year basis and cannot be accumulated. There will be no cash payment in lieu of use.

For employees who normally work Monday through Friday, holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday. If a holiday falls on Saturday and/or Sunday and an employee is normally scheduled to work Saturday and/or Sunday, the actual calendar date of the holiday will be considered the holiday for that employee.

2. Eligibility and Payment

- A. All full-time regular employees who are working during the pay period in which the holiday occurs or who are on approved leave with pay shall be entitled to holiday pay from the initial date of employment.
- B. All holidays (except floating holiday) will be paid at eight (8) hours.
- C. If a non-exempt employee is required to work on a county-approved actual calendar holiday, the employee will be compensated in accordance with the Compensation Plan Chapter.
- D. If a holiday falls on an employee's regularly scheduled day off, the employee will be compensated at the discretion of the department director by either:
 - a) Paying the employee eight (8) hours holiday pay at the regular hourly rate in addition to their earned salary for that workweek; or
 - b) Allowing the employee to take eight (8) hours off at another time within 60 days.

ARTICLE 21
CTP TRAINING

1. Okaloosa County Emergency Medical Services will provide the necessary Continuing Education Units needed for recertification of state certifications licenses through our monthly mandatory Continuing Training Program (CTP).

Employees are expected to be at monthly in classroom CTP. In order to accommodate employees who cannot attend CTP during a particular month, CTP training will be recorded in its entirety and placed on EMS1 for employees to view. All practical instruction and skill evaluation will take place on the employee's regularly scheduled shift, whenever possible.

2. The County will pay for license and certificate renewals as follows:

- Paramedic: Initial License Fee plus bi-annual renewal
- Emergency Medical Technician: Bi-annual renewal
- Neo-Natal Resuscitation: In house course fee and recertification
- Pediatric Advanced Life Support: In house course fee and recertification
- Advanced Cardiac Life Support: In house course fee and recertification (payroll compensation provided).
- Basic Life Support: In house course fee and recertification (payroll compensation provided)
- International/Pre-Hospital Trauma Life Support: In house course fees and recertification (payroll compensation provided)
- Critical Care Paramedic Certification: On-line course and in-house continuing education. One exam attempt will be reimbursed by the Okaloosa County.

The County will provide for medical direction driven CEU's necessary to renew or recertify all required certificates and licenses etc. The County will provide recertification classes on the following schedule for all employees, at the County's discretion:

- | | |
|--|-------------|
| ● Advanced Cardiac Life Support: | Bi-Annually |
| ● Basic Life Support.: | Monthly |
| ● Pediatric Advanced Life Support: | Annually |
| ● International/Pre-Hospital Trauma Life Support | Annually |
| ● Neo-Natal Resuscitation: | Yearly |

ARTICLE 22
EDUCATION AND TUITION REIMBURSEMENT

1. Educational Reimbursement Policy

A. The County may provide financial assistance, subject to availability of funds, to county employees for educational courses that are applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth in the County.

B. Where tuition is funded through benefits from the Veterans Administration, a philanthropic source, grants, or government subsidized student loans, qualified employees may participate only in the "time off from work" feature of the program.

C. This program may be amended or terminated at any time. However, such amendment or termination will not affect any course of study previously approved.

2. Eligibility

A. An employee will be considered for participation in the Educational Reimbursement Program if he/she has been a full-time regular employee of the County for one (1) year or more and is so approved by his/her department director.

B. Applications will be considered by the department director based on the benefit to the department or on a first come first served basis.

3. Application

A. Submit a completed Request for Educational Reimbursement Form to the immediate supervisor.

B. The supervisor shall review the application with the department director for participation, eligibility and budget approval, sign the application and forward it to the County Administrator for final approval.

C. The County Administrator will forward the application back to the employee.

D. Employees must submit a completed application and obtain all required approvals prior to the start of the educational course.

4. Time Off from Work

A. Qualified employees may be permitted to use annual leave, leave with pay, or leave without pay if no accrued leave is available, as applicable to attend required classes that are not available during nonworking hours, if approved by the department director. Leave with pay for paramedic school didactics may be provided if class falls during the employees regularly scheduled working hours.

B. No more than one (J) period of absence is permissible on any one (1) day.

5. Reimbursement

A. Upon the successful completion ("C" or above) of approved courses, the employee will be eligible for reimbursement of tuition and books. Employees will be eligible for 100% reimbursement for an "A" or "P", 90% reimbursement for a "B", or 75% reimbursement for a "C". Reimbursement based on other grading scales will be considered on a case-by-case basis. The employee must present documentation of successful course completion and a receipt showing payment for tuition and books to the Human Resources Department. Request for reimbursement must be made within 35 days after completion of the course.

B. The Human Resources Department will forward the approved reimbursement request with supporting receipts to the Clerk's Office for payment.

C. Reimbursement for tuition and books will be made only to employees who are on the active payroll when payment is due.

D. Under some circumstances, reimbursement under the Educational Reimbursement Program constitutes income to the employee. In those situations, the County must withhold taxes from this income and report it to government agencies in the same manner as for other wages.

F. Refunds shall be limited subject to the availability of funds and the number of participants in the program.

G. Transportation must be provided by the employee and is not reimbursable.

H. An employee who voluntarily terminates his/her employment with the County, will be required to repay the County for tuition and books reimbursements made to the employee based on the following scale:

Course completion date vs. termination date	Reimbursement
Less than 1 year	100%
At least 1 year but less than 2 years	75%
At least 2 years but less than 3 years	50%
More than 3 years	0%

Article 23

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from the date of ratification through September 30, 2026. The Okaloosa County Board of County Commissioners and International Association of EMT's and Paramedics Local 5000 agree that Article 9 Annual Leave (AL) and Article 14 Leaves of Absence will open and be renegotiated for contract years 2024 – 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

This Agreement was ratified by the bargaining unit on 4/16/2024.

This Agreement was approved by the public employer on 4/16/2024.

Okaloosa County, Florida

Paul M. J. A. 4/16/2024
Paul Mixon, Chairman Date



International Association of EMT's and Paramedics Local 5000

Donna White 03/29/2024
President Date

Cody Davis 3/28/2024
Vice President Date