### RESOLUTION NUMBER 2025-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA RATIFYING AND APPROVING THE MEMORANDUM OF UNDERSTANDING TO THE 2024-2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN CHARLOTTE COUNTY AND THE SUNCOAST **PROFESSIONAL** FIREFIGHTERS AND PARAMEDICS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO COLLECTIVE. LOCAL 254; AND PROVIDING FOR AN EFFECTIVE DATE.

#### **RECITALS**

WHEREAS, the Suncoast Professional Firefighters and Paramedics International Association of Firefighters AFL-CIO Collective, Local 254 (IAFF) is the exclusive collective bargaining agent for a bargaining unit of the Fire & EMS employees that are employed by Charlotte County ("County"); and

WHEREAS, IAFF has a Collective Bargaining Agreement (CBA) with the County for the period of October 22, 2024 thru September 30, 2027; and

WHEREAS, the Parties entered into collective bargaining negotiations pursuant to IAFF's demand to bargain over Lieutenants as Charge Medics and the recruitment and retention of Firefighters and Paramedics; and

WHEREAS, County Administration and certain employees, through their labor representatives, have negotiated in good faith a Memorandum of Understanding (MOU), attached hereto and incorporated herein by reference, amending Article 21 and Article 28 the 2024-2027 CBA; and

WHEREAS, under Florida law, a CBA is not binding on the public employer until such agreement is ratified by the public employees and legislative body of the public employer; and

WHEREAS, the MOU was ratified by the IAFF membership on December 2, 2025; and

WHEREAS, the Board desires to ratify and approve the MOU.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida, that this Board:

<u>Section 1.</u> Ratifies and approves the MOU to the collective bargaining agreement by and between Charlotte County and the Suncoast Professional Firefighters and Paramedics International Association of Firefighters AFL-CIO Collective, Local 254, for the period of October 22, 2024 thru September 30, 2027.

<u>Section 2.</u> This Resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED this 9th day of December 2025.

[SIGNATURE PAGE FOLLOWS]

## BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

	By:
	Joseph M. Tiseo, Chairman
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ATTEST: Roger D. Eaton, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
	Janette S. Knowlton, County Attorney LR25-1072
By:	
Deputy Clerk	

# MEMORANDUM OF UNDERSTANDING BETWEEN CHARLOTTE COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

#### AND

SUNCOAST PROFESSIONAL FIREFIGHTERS AND PARAMEDICS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO COLLECTIVE, LOCAL 254

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter the "County"), whose address is 18500 Murdock Circle, Port Charlotte, FL 33948 and SUNCOAST PROFESSIONAL FIREFIGHTERS AN PARAMEDICS, LOCAL 2546 (hereinafter the "IAFF"), whose address is 740 Commerce Drive, Suite 1, Venice Fl. 34292, jointly referred to as the "Parties".

#### WITNESSETH

WHEREAS, IAFF is the exclusive collective bargaining agent for a bargaining unit of the Fire & EMS employees that are employed by the County and it has a Collective Bargaining Agreement (CBA) with the County for the term October 22, 2024 thru September 30, 2027; and

WHEREAS, the Parties entered into collective bargaining negotiations pursuant to IAFF's demand to bargain over Lieutenants as Charge Medics and the recruitment and retention of Firefighters and Paramedics; and

WHEREAS, both Parties recognize that the market for firefighters and paramedics has created increased pressure on the workforce. This MOU seeks to adjust wages, terms, and conditions of employment for the positions for Firefighter EMT, Paramedic, Firemedic, Lieutenant, Captain, and Battalion Chief, to better recruit and retain a stable workforce.

**NOW THEREFORE,** in consideration of the mutual advantages herein contained, and further in consideration of the mutual promises and covenants hereinafter more specifically set forth, the Parties hereto do **STIPULATE AND AGREE** as follows:

- Section 1: <u>Amendments</u> The amendments to Article 21 and Article 28, attached hereto and incorporated herein, have been agreed upon by the Parties.
- Section 2: Existing CBA Except as specifically set forth in this MOU, all provisions of the existing CBA, existing County Policies, and existing Standard Operating Procedures ("SOPs") are to remain in full force and effect.
- Section 3: <u>Term of the MOU</u> The terms and conditions of this MOU shall remain in full force and effect until a new CBA is fully ratified and in place.
- Section 4: <u>Effective Date</u> This MOU and the terms herein shall be effective upon ratification by the membership of the IAFF and the approval of an adopting Resolution by the Charlotte County Board of County Commissioners.

IN WITNESS WHEREOF, IAFF and County have caused their names to be subscribed hereto by their duly authorized officers or representatives this  $\frac{12+1}{2}$  day of November 2025.

Local 2546, Suncoast Professional Firefighters and Paramedics International Association of Firefighters, AFL-CIO:

Charles McCollum III, District Vice President

**Chief Negotiator** 

Nicholas Hornborg - Steward

Mark Hanson\_- Steward

Pat Rowan -Steward

Charlotte County Board of County Commissioners

Mary Shelley, MBA, SHRM-SCP

Chief Negotiator Designee

Emily Lewis MPA, CPM

**Deputy County Administrator** 

Matthew McElroy

Interim Chief - Charlotte County Fire/EMS

**Bryan Carr** 

Deputy Chief - Charlotte County Fire/EMS

Jessica Parkman-Hernandez PHR, SHRM-CP

Human Resources Coordinator

## Article 21 Compensation

#### 21.1 - Wage and Salary Plan

Effective the first full pay period following the date of ratification, each employee shall receive a four percent (4%) across-the-board increase to their hourly rate of pay or receive a wage adjustment to the minimum of the new pay structure, whichever is greater. New employees hired prior to 1/1/2024 will be eligible for this increase; new employees hired after 1/1/2024 will not be eligible for any increases until FY2025-2026 below.

Effective the first full pay period of FY 2025-2026, each shift employee, excluding single certified paramedics, shall have their hourly rate of pay adjusted by 17.68%. Single certified shift paramedics shall have their hourly rate of pay adjusted by 10.35%. These increases are to adjust shift employee base rate of pay to reflect the change in the hours of work and overtime described in Article 11. These increases to the base rate of pay represents no loss in annual base wages. Employees will then be placed into the 2025-2026 wage structure outlined in Appendix IB.

Wage increases for the remainder of this Agreement for all classifications are as shown below,:

First full pay period in April of FY 2025-2026: Four percent (4%) across the board increase
First full pay period in April of FY 2026-2027: Four percent (4%) across the board increase

No employee's hourly rate of pay shall be less than the Minimum, nor more than the Maximum, of the Pay Range to which the employee's classification is assigned, except as otherwise specified in this Agreement. If the employee reaches the maximum of their pay grade, they will be brought to the maximum of their pay grade and the remainder will be paid as a one-time lump sum.

#### 21.2 -Educational Incentive

Bargaining unit members who received a 2% educational incentive wage adjustment, prior to March 22, 2022, must maintain (where applicable), the following certifications.

- 1) Florida Apparatus and Pump Operator Certification
- 2) Fire Officer
  - a. Fire Officer I
  - b. Fire Officer II
  - c. Fire Officer III
  - d. Fire Officer IV
- 3) Fire Instructor
  - a. Fire Instructor I
  - b. Fire Instructor II
  - c. Fire Instructor III
- 4) Safety Officer (includes Incident Safety Officer and Health & Safety Officer)
- 5) Fire Inspector
  - a. Fire Inspector I

- b. Fire Inspector II
- 6) Live Fire Training Instructor
  - a. Live Fire Training Instructor I
  - b. Live Fire Training Instructor II
- 7) Advance Life Support Response to Hazardous Materials Incidents

#### Notes:

- Any employee hired after March 22, 2022 is not eligible for this educational incentive.
- It is understood that any Educational Incentive Pay will be eliminated permanently if three (3) certification categories are not maintained at all times.
- Incentive pay for certifications with multiple levels will only be paid on the highest level obtained.
- Employees are not eligible for incentive pay for certifications that are a requirement of their job classification and/or specialty assignment.

All requirements of the certification programs must be met as outlined by the Division of State Fire Marshal, Bureau of Fire Standards and Training. Bargaining unit employees are required to maintain all certifications and licenses required by statute, rule or regulation, departmental position and the Standard of Care, for which they are compensated or are required to maintain as a condition of their position.

Proof of state certification as issued by the Division of State Fire Marshal, Bureau of Fire Standards and Training is required to be submitted to the Fire Chief or designee. Proof of recertification must be submittedprior to the last business day of the month prior to expiration.

Employees must immediately notify the Fire Chief or designee if a certificate has expired. The employee has noright of claim for any educational incentive paid during a period in which a license or certificate is expired.

#### 21.3 - Promotion/Demotion/Transfer

Employees who are promoted into a higher classification in the bargaining unit shall receive a five percent (5.0%) increase to their hourly rate of pay or an increase to the Minimum of the classification into which they are promoted, whichever is greater.

Firefighter/EMTs or Paramedics who are promoted into the Firemedic classification in the bargaining unit shall receive a fifteen percent (15.0%) increase to their hourly rate of pay or an increase to the minimum of the classification, whichever is greater.

Employees who are demoted within one (1) year of their promotion date to another classification in the bargaining unit shall receive a decrease to their hourly rate of pay. The employee's hourly rate of pay will be adjusted to their hourly rate of pay that was assigned prior to the promotion to the new classification. The employee's hourly rate of pay will then be adjusted by their annual wage adjustment(s) that were applied since their date of promotion, if applicable.

Employees who are demoted into a lower classification in the bargaining unit shall receive a decrease to their hourly rate of pay. The employee's hourly rate of pay will be adjusted so that they are placed at the same percentage within the proposed pay range as their percentage within their current pay

range, per the following example:

#### Firemedic demoting to Firefighter/EMT:

\$28.19	Firemedic Maximum Hourly Rate of Pay
\$ 17.29	Firemedic Minimum Hourly Rate of Pay
\$ 10.90	Firemedic Salary Span (\$28.19 - \$17.29)
\$24.34	Firefighter/EMT Hourly Rate of Pay
\$14.93	Firefighter/EMT Minimum Hourly Rate of Pay
\$ 9.41	Firefighter/EMT Salary Span (\$24.34 - \$14.93)
\$20.00	Firemedic's Current Hourly Rate of Pay

Calculate Percentage Within Pay Range:

24.86%	Determine Percentage within Current Pay Range (\$20.00 Ee Salary - \$17.29 Minimum of Current Pay Range) divided by (\$28.19 Maximum of Current Pay Range - \$17.29 Minimum of Current Pay Range) = 24.86%		
\$17.27	Place Employee at Same Percentage (24.86%) within Proposed Pay Range Calculate Difference of New Pay Range (Maximum – Minimum = \$9.41)		
	Multiply \$9.41 Difference by 24.86% = \$2.34		
	Add to Minimum of New Range (\$14.93) = \$17.27		

Current shift employees transferring permanently to a non-shift position within the same classification, and current non-shift employees transferring permanently to a shift position within the same classification, shall have their wages adjusted using the same adjustment calculation outlined in this Section.

Employees temporarily transferring from shift to non-shift shall have their wages adjusted using current payroll practices.

#### 21.4 - Career Incentive Pay

Employees who have five (5) or more years of continuous County service shall receive Career Incentive Pay in accordance with the following schedule:

Length of Continuous Service	Bi-Weekly Amount		
5 through 9 years	\$28.00		
10 through 14 years	\$58.00		
15 through 19 years	\$87.00		
20 years and over	\$116.00		

For employees with five (5) or more years of service as of May 28, 2013 the Career Incentive Pay will be

frozen at the current amount above. For those employees, there will be no additional progression through the Career Incentive Pay schedule referenced herein.

For employees with less than five (5) years of service as of May 28, 2013 the employees will be eligible to receive Career Incentive Pay of \$28 bi-weekly when they have completed their fifth year of continuous County service, but shall have their Career Incentive Pay frozen at that amount for the duration of their career with no additional progression thereafter.

Employees hired on or after May 28, 2013 will not be eligible for Career Incentive Pay as outlined in this Article.

#### 21.5 - Uniform Allowance

Employees shall receive a uniform allowance of \$400 per Fiscal Year for the purchase of boots, belts, and any additional items approved by the Fire Chief or designee, deposited into a personal purchasing account with the department's chosen vendor.

#### 21.6 - Specialty Assignments

Specialty Assignments are a pay status for employees who are assigned by Management to serve in specific capacities as set forth herein. Pay for associated training requirements begins the first, full biweekly payroll period following submittal and approval of the notification form to Human Resources.

#### a) Specialty Pay

Special Operations Team – Employees assigned by Management to serve on the Special Operations Team shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour upon their initial assignment. Employees assigned to the Special Operations Team must attain Hazardous Materials Technician certification as issued by the Division of State Fire Marshall-Bureau of Fire Standards and Training. Once certified, the employee shall receive an additional increase to their hourly rate of sixty cents (\$0.60) per hour, so long as they maintain the required training and certifications. Employees assigned to the Special Operations Team must successfully complete compliance training per NFPA 1670/NFPA 1006, as amended and/or Department-approved certification, as applicable, in the disciplines listed below.

- Trench Rescue
- Rope / High-Angle Rescue
- Heavy Extrication (VMR)
- Structural Collapse
- WMD
- Confined Space

Upon presenting proof of certification to the Fire Chief or designee, the employee shall receive anincrease to their hourly rate of pay of fifteen cents (\$0.15) per hour for each certification.

The certifications listed above are mandatory requirements for this specialty and must be obtained within two years of assignment. Failure to obtain and/or maintain certifications may result in loss of specialty pay and/or reassignment per Department policy.

Total compensation for this specialty assignment shall not exceed two dollars (\$2.00)

Marine Operations Team – Employees assigned by Management to serve on the Marine OperationsTeam shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour upon their initial assignment.

Prior to assignment to this specialty, the applicant must demonstrate proficiency swimming by successfully completing the following tasks: Float or tread water for 10 minutes and complete a 200-meter continuous surface swim in 15 minutes or less.

Swimming proficiency screening should be performed in a controlled environment, preferably at one of the County's regional pool facilities.

Employees assigned to the Marine Operations team must successfully complete the training listed below:

- U.S. Coast Guard-approved boating safety course and GPS for Mariners course
- Swiftwater Rescue Operations Level (NFPA 1006, Chapter 17)
- U.S. Coast Guard Operator of Uninspected Passenger Vessels (OUPV) License
- Open Water Diver through Professional Association of Diving Instructors (PADI) or National Association of Underwater Instructors (NAUI)
- Rescue Scuba Diver with Rapid Diver Specialization (NAUI)

Upon presenting proof of successful completion to the Fire Chief or designee, the employee shall receive an increase to their hourly rate of pay of twenty cents (\$0.20) per hour for each of the listed training requirements completed.

The training requirements listed above are mandatory requirements for this specialty and must be obtained within two years of assignment. Failure to obtain and/or maintain the training requirements may result in loss of specialty pay and/or reassignment per Department policy.

Total compensation for this specialty assignment shall not exceed one dollar and fifty cents (\$1.50).

Aircraft Rescue Firefighting Team (ARFF) – Employees assigned by Management to serve on the ARFF Team shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour upon their initial assignment.

Upon completion of the ARFF Basic (40 hour) Firefighter Certification and successful completion of airport-specific training (referenced in FAA Part 139.319), employees shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour.

Employees covered by this section shall receive an additional increase to their hourly rate of pay of twenty-five cents (\$0.25) per hour, for each of the following, after successful completion:

- Annual aircraft burn to meet index requirements within one (1) year
- American Association of Airport Executives (AAAE) Airport Master Firefighter (A.M.F.)
   Program

The training requirements listed above are mandatory for this specialty and must be obtained by the timeframe above. Failure to obtain and/or maintain these training requirements may result in loss of specialty pay and/or reassignment per Department policy.

Total compensation for this specialty assignment shall not exceed one dollar and fifty cents (\$1.50).

Tactical Medic – Employees assigned by Management to serve as a Tactical Medic on the Charlotte County Sheriff's Office SWAT Team shall receive an increase to their hourly rate of pay of one dollar (\$1.00) per hour.

The County shall not solicit from, nor accept, the results of any polygraph testing or psychological screening to which Tactical Medic candidates are subjected, beyond notification of acceptance or elimination of a candidate from the selection process.

Employees assigned to the SWAT Team as a Tactical Medic must attain certification in Tactical Combat Casualty Care (TCCC) as conducted by the National Association of EMT's (NAEMT) under the auspices of its Pre-Hospital Trauma Life Support (PHTLS). Once certified, the employees shall receive an additional increase to their hourly rate of pay of fifty cents (\$0.50), so long as they maintain the required training and certification.

The certifications listed above are mandatory requirements for this specialty and must be obtained within two years. Failure to obtain and/or maintain certifications may result in loss of specialty pay and/or reassignment per Department policy.

Total compensation for this specialty assignment shall not exceed one dollar and fifty cents (\$1.50).

Field Trainer – Employees assigned by Management to serve as a Field Trainer shall receive an increase in pay of ninety cents (\$0.90) per hour upon their initial assignment.

Employees assigned as a Field Trainer must successfully complete the training and/or certification, as applicable, listed below within two (2) years of assignment.

- Essentials Course BLS
- Essentials Course ACLS
- AHA BLS Instructor Course
- AHA ACLS Instructor Course

Upon presenting proof of certification to the Fire Chief or designee, the employee shall receive an increase to their hourly rate of pay of twenty cents (\$0.20) per hour for each: AHA BLS Instructor certification and AHA ACLS Instructor certification. The employee shall receive an increase of ten cents (\$0.10) per hour for each: Essentials Course BLS and Essentials Course ACLS.

The certifications listed above are mandatory requirements for this specialty and must be obtained within two years of assignment. Failure to obtain and/or maintain certifications may result in loss of

specialty pay and/or reassignment per Department policy.

In order to be eligible for assignment by Management as a Field Trainer, employees will be required to first successfully complete competitive testing, as established by Management with input from a joint Labor/Management Team.

Total compensation for this specialty assignment shall not exceed one dollar and fifty cents (\$1.50).

Paramedic Stipend — All employees holding a valid Florida paramedic certification and credentialed by the County Medical Director shall receive a Paramedic Stipend of \$17,000.00 dollars (seventeen-thousand) annually, distributed in twenty-six (26) bi-weekly installments, upon their initial assignment. Employees receiving this Paramedic Stipend shall be required to operate as a Paramedic in Charge (PIC). Refusal to operate as a PIC will result in discipline, as outlined in county discipline policy. A Paramedic, Firemedic, Lieutenant, Captain, or Battalion Chief who maintains the requirements outlined here, are eligible for this Paramedic Stipend. Employees receiving the Paramedic Stipend are not eligible for the EMT Stipend.

#### **EMT Stipend**

Any employees functioning as an EMT shall receive a stipend of \$6,000.00 dollars (six-thousand) annually, distributed in twenty-six (26) bi-weekly installments, upon their initial assignment. Upon promotion to Paramedic, employees shall maintain the EMT Stipend until they have completed the paramedic credentialing process.

#### **Rescue Seat Pay**

Employees who are physically assigned and performing all of the duties and responsibilities on ALS Transport Units. (only one Lead position and only one secondary provider) shall be compensated by a pay additive as follows:

\$2.00 per hour for Lead position on an ALS Transport Unit

\$1.00 per hour for second provider (EMT or Paramedic) in the same ALS Transport Unit

Paramedic Stipend — Employees in the classification of Captain, Lieutenant or Battalion Chief, who are State Certified Paramedics and approved by County's Medical Director shall receive an increase to their hourly rate of seventy five cents (\$0.75) per hour. The intent of this stipend is to recognize the advanced training these employees have received and maintain, allowing for more effective supervision of ALS providers as well as their ability to assist in ALS patient care when circumstances warrant. Refusal to do so may result in disciplinary action.

An employee shall receive the specialty pay provided in this Section even if the resulting hourly rate of pay exceeds the Maximum of the Pay Range for their classification.

b) Duration of Specialty Assignment

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Employees who are assigned to the specialties set forth in this Article shall be required to remain in that assignment for a period of no less than two (2) years from the date of completion of the requisite training for that specialty. In circumstances determined by Management or where the employee is no longer able to perform the duties of their specialty, employees may be removed from specialties and will be released from their obligation to the team. Employees will then be reassigned and compensated according to section (c) below.

#### c) Release from Specialty Assignment

Employees requesting release from specialty assignment will notify management through the chain of command. Requests will be granted at the discretion of the Fire Chief and will not be unreasonably denied; however, operational purposes may require delay in granting request.

Employees released from the assignment(s) set forth above shallnot be provided the specialty pay and will be reassigned according to Department policy.

Nothing in this section shall preclude an employee from seeking promotion as set forth in Article 27 of this Agreement.

#### 21.7 - Temporary "Acting" Pay

Acting in a higher classification is a pay status for temporary assignment and is not considered a classification status for the purposes of benefit accrual or other considerations based on classification.

Prior to assignment to act in a higher classification, the employee shall meet the testing requirements for the higher classification and have successfully completed the Officer Development Program.

When an employee is assigned to act in the capacity of Lieutenant or Captain during their work shift, County shall pay an additional \$1.75 per hour from the first hour worked during the period of assignment. When a Lieutenant or Captain is assigned to act in the capacity of Battalion Chief during their assigned work shift, County shall pay an additional \$2.00 per hour from the first hour worked during the period of assignment.

Management shall not utilize acting personnel to fill vacancies in a higher classification on a permanent basis. Management shall fill permanent vacancies consistent with applicable law based on the Fire Chief's assessment of operational needs.

Assignments to act in a higher classification shall be made on the basis of qualifications as determined by Management.

There shall b	e no pyramidi	ng or duplicatio	n of pay, incl	uding overtim	e pay, for the s	ame hours of v	work.

## Article 28 Miscellaneous Provisions

#### 28.1 - Retirement

The retirement plan to be afforded to employees shall be the Florida Retirement System (FRS).

#### 28.2 - Political Activity

No employee shall take an active part in political campaigns or other political activities during duty hours.

Employees shall abide by Chapter 104.31 Florida Statutes.

#### 28.3 - Group Health Benefits

- a) County will continue to make the contributions necessary to provide health, dental, optical, accident and life insurance benefits for each employee under the County's designated Health Care Plan. The employee shall not be obligated to contribute more than ten percent (10%) of the monthly premium the County is charged for insurance.
- b) Employees may purchase group health benefits for eligible dependents through payroll deduction. Those employees who elect to purchase such coverage shall not be obligated to contribute more than thirty percent (30%) of the monthly premium the County is charged for such insurance.
- c) Employees who decline the health, dental and optical insurance benefits offered by the County shall receive remuneration per County policy.
- d) Paragraphs a) and b) notwithstanding, employees covered by this Agreement will not be required to make contributions for the monthly premium costs of such insurance in an amount greater than other County employees.

Paragraphs a) and b) notwithstanding, it is not the intent of County to arbitrarily increase the employee contribution during the term of this Agreement. Any change will be based upon consideration of all contributory factors and noticed to employees at least thirty (30) days prior to being put into effect.

#### 28.4 - Group Life and AD&D Insurance

County shall provide Group Life and Accidental Death and Dismemberment Insurance in the amount of two (2) times the employee's annual salary (with a maximum limit of \$50,000) at no cost to employee.

#### 28.5 - Education Reimbursement

- a) County shall provide, at no cost to the employee, those courses deemed by County to be necessary to maintain the level of certification required for the employee's job classification (e.g., ACLS Provider, BLS Provider, Hazardous Materials Technician). New employees shall be responsible to maintain their certifications until they come into compliance with the Department's recertification/educational cycle, unless otherwise approved on a case-by-case basis by the Fire Chief or designee. County reserves the right to determine the method by which those courses shall be provided.
- b) Any employee who elects not to participate in the County-sponsored class(es) is responsible to comply with all state law, rules and regulations for certification and licensure as an Emergency Medical Technician or Paramedic, including the maintenance of their CPR and ACLS certification(s), with no cost to the County, unless otherwise approved by the Fire Chief or designee, on a case-by-case basis.
- c) Provided there is sufficient funding available, after the completion of the employee's initial probationary period, County will consider tuition reimbursement for other courses of study that are job-related or part of a degree program. Tuition reimbursement is contingent on approval by the Fire Chief and the Human Resources Director or their designees. Credits must be from a Nationally or regionally accredited institution, as defined by 69A-37.084 F.A.C. excluding Charlotte Technical College and unless otherwise approved by the Fire Chief. County agrees to reimburse the employee at 50 % of the State tuition rate for any pre-approved job-related course upon satisfactory completion of said course and proof of payment. If the course is graded, the employee shall be required to submit a report denoting a grade of "C" or greater prior to reimbursement. If the course is graded in a pass/fail manner, the employee must submit a "passing" grade report.
- d) After completion of their initial probationary period and in approved by the Fire Chief or designee, any employee required to obtain paramedic certification or who is not required but is approved by the County to attend paramedic school shall receive the following:
  - Reimbursement Costs for tuition, books, uniforms, required equipment, (if unavailable from Training Division library), and lab fees at 100% and;
  - 2. To the extent operationally possible, all required ride time, and clinical internships not to-exceed 480 hours, will be satisfied by allowing the employee to serve as a third member on a unit-while on duty. County reserves the right to determine the method by which on-duty coverage for said employees shall be provided.

Alay Shelley

JAPF 2546

After completion of their initial probationary period, eEmployees who attend the Firefighter Minimum Standards course at an approved training center shall have all tuition, books (if unavailable from Training Division library), uniforms, required equipment, and lab fees reimbursed by County. Reimbursement shall be administered according to the terms set forth in Paragraph C above but at 100% of actual cost paid by the employee. County reserves the right to determine the method by which on-duty coverage for said employees shall be provided.

#### 28.6 - Reimbursement to County

It is understood that the costs of training and education necessary for an employee to gain and maintain specific job-related knowledge, skills, licenses and/or certifications are incurred by County in anticipation of a return on that investment.

An employee who fails a course, fails to complete a course paid for by County, takes a voluntary demotion, or leaves employment with County will reimburse County for the full or prorated cost of any training, including lodging and travel expenses according to the following schedule:

Within 1 (one) year	100%		
Within 2 (two) years	75%		
Within 3 (three) years	50%		

Employees who retire pursuant to FRS requirements and who have successfully completed a course per the requirements in Article 28.5 will be exempt from reimbursement to County.

By virtue of this Agreement, employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, the County may pursue collection of monies due by other lawful means.

#### 28.7 - Travel Pay

Employees authorized by Management to use their personal vehicles for County business shall be reimbursed for such use at the rate per mile established by Chapter 112, of the Florida Statutes.

#### 28.8 - Refutation

An employee shall have the right to include a written and signed refutation of any material they consider to be detrimental in the individual personnel file maintained on such employee by County's Human Resources Department.

#### 28.9 - Indemnification

County agrees to indemnify employees against judgments levied against them as a result of non-intentional torts committed while acting within the scope of their employment. Any such indemnification shall be controlled by Chapter 111 of the Florida Statutes.

#### 28.10 - Workers' Compensation

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Employees who are incapacitated due to injury arising out of, and in the course of, performing their employment duties shall be entitled to benefits under the Worker's Compensation Law of the State of Florida (i.e., Chapter 440 of the Florida Statutes).

County shall pay employees deemed incapacitated under this Section for the day of the incident. Thereafter, compensation will be in accordance with Florida Statute Chapter 440.

For employees receiving Workers' Compensation benefits, sick and annual leave accruals shall continue as long as the individual maintains his employment with County, not to exceed twelve (12) months.

An employee may, at their option, authorize the use of sick and/or annual leave which, together with Workers' Compensation benefits, will provide the employee with a wage equivalent to that which they would have received had they worked their regularly-scheduled hours.

An employee whose County-appointed attending physician certifies in writing that they may return to work in a light-duty capacity shall do so if such work is available.

If, after the exhaustion of all available and protected leave time, an employee who continues to receive Workers' Compensation benefits and is certified by the County-appointed attending physician as not being able to return to work, that employee may request an extended medical leave of absence for up to an additional twelve (12) week period. The granting or denial of such leave will be on a case-by-case basis and shall be at the discretion of the Fire Chief and the Human Resources Director. Any employee making such a request will be required to provide medical updates from the County-appointed attending physician to the Fire Chief and the Human Resources Director at least every thirty days during the extended leave period.

Employees who are granted extended medical leave may continue to supplement any Workers' Compensation payment as set forth elsewhere in this Article.

#### 28.11 - Bargaining-Unit Work

Non-bargaining-unit employees may perform work that has customarily been done in the past. This Section shall not be construed to prohibit non-bargaining-unit employees from performing the following types of work: experimental work; demonstration work performed for the purpose of instructing and training employees; and work required by emergency conditions which, if not performed, might result in interference with Fire/EMS Department operations, bodily injury, or loss or damage to material or equipment.

#### 28.12 - Retiree Medical Supplemental Benefit

The parties understand the importance of Retiree medical benefits. Therefore, any bargaining unit employee who retires from full time employment with the County may choose to participate in County's Group Health Benefits Plan as authorized by 112.0801 F.S. For the purposes of this program, credited service from other governmental entities under FRS will not be utilized – Only service with Charlotte County will be considered.

a) Employees who have completed at least twenty (20) years of service with the Charlotte County Board of County Commissioners, have continuing medical coverage verified annually and are collecting FRS retirement benefits are eligible to participate in this Retiree Medical Supplemental Benefit (RMSB). The monthly supplement will mirror the FRS Plan, except the employee will receive \$20 for each year of service, with a minimum of 20 years of service being required. (For example, 20 years  $\times$  \$20 = \$400 per month). The maximum monthly benefit is \$600.

b) The RMSB will continue until the retiree becomes eligible for Medicare.

Employees who have entered into the DROP are not eligible to receive this benefit until their participation in the DROP ends. Time in the DROP will not count as years of service for this benefit.

The parties understand and agree that potential negotiated changes to this section will be subordinate to the negotiation of other economic considerations.

#### 28.13 - Loss of Driver's License

All positions covered by this Agreement are required to maintain a current and valid Class 'E' motor vehicle operator's Florida license and must have that valid license on their person while on duty.

An employee who loses his driving privileges for whatever reason (e.g., suspension, expiration, physical loss of license, etc.) shall report such loss to his supervisor immediately, and shall not be permitted to operate a motor vehicle or motorized equipment on the job until his driving privileges are restored.

Failure to provide the timely notice required by this Section shall result in disciplinary action up to, and including, discharge.

Upon notice by employee that driving privileges are lost, Management may exercise the following options:

- Reassign the employee temporarily to non-driving responsibilities, if such is available, for a period not to exceed 90 calendar days;
- b) Allow employee to use accrued annual leave for the period not to exceed 90 calendar days; or
- c) Place the employee on a leave of absence without pay status not to exceed 90 calendar days.

Any employee who fails to have his driving privileges reinstated on a permanent basis or obtain a "hardship license" within 90 calendar days may be discharged for failing to maintain the qualifications to perform the duties of his classification.

An employee who loses his driving privileges a second time may be subject to disciplinary action, up to and including discharge.

An employee who loses his driving privileges a second time as a result of a second conviction may be immediately discharged.