

MARCH 10, 1998

The Board of County Commissioners, Manatee County, Florida, met in SPECIAL SESSION in the Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida, Tuesday, March 10, 1998, at 2:05 p.m.

Present were Commissioners:

Patricia M. Glass, Chairman
Gwendolyn Y. Brown, First Vice-Chairman
Joe McClash, Second Vice-Chairman
Jonathan Bruce, Third Vice-Chairman
Stan Stephens
Lari Ann Harris
Amy Stein

Also present were:

Ernie Padgett, County Administrator
Teddy N. Williams, Jr., County Attorney
Susan Romine, Board Records Supervisor, representing
R. B. Shore, Clerk of Circuit Court

The special meeting was approved by the Board of County Commissioners on February 17, 1998, and written notification was delivered on March 5, 1998.

SARASOTA-MANATEE PROFESSIONAL FIREFIGHTERS AND PARAMEDICS LOCAL 2546

Ernie Padgett, County Administrator, indicated this is a special meeting to resolve impasse issues that remain following collective bargaining with the Sarasota Manatee Professional Firefighters and Paramedics Local 2546, and the Special Master proceedings held September 4 and 5, 1997.

Reynolds Allen, labor attorney for the County, referred to the following documents:

1. Attachment B-1 (County Administrator's Recommended Resolution to Rejected Impasse Items).
2. Letter from Teddy Williams, County Attorney, dated November 17, 1997, with attachments.
3. Letter from Neal Elliott, business agent of the Sarasota-Manatee Professional Fire Fighters & Paramedics, Local 2546 (Union), dated February 20, 1998, regarding impasse items. RECORD S46-335
S46-336
S46-337

Mr. Allen explained that the eleven articles listed on Attachment B-1 are the only issues that must be resolved this date. He referred to Articles 16, 22, 26 and 34, which the Union has advised it does not oppose resolving as recommended by the County Administrator.

Article 16, Holiday

The County Administrator recommended Personal Holiday for 24-hour employees be 24 hours paid at straight time only; for 12-hour employees, 12 hours paid at straight time only.

Motion was made by Mr. Bruce to approve the County Administrator's recommendation. Motion was seconded by Ms. Brown and carried 7 to 0.

Article 22, Training

The Union requested an additional \$300 per year be reimbursed to employees to attend seminars, training sessions, and courses which encourage development in the field of emergency medical service. The County Administrator and Special Master recommended rejection of the Union proposal.

Motion was made by Mr. Stephens to reject the proposal. Motion was seconded by Ms. Brown and carried 7 to 0.

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Article 26, Employee Performance Evaluations

The Union proposed that the employees be able to grieve their job performance evaluation through the chain of command up to and including the County Administrator. The County Administrator and Special Master recommended rejection of the Union proposal.

Motion was made by Mrs. Harris, seconded by Mrs. Stein and carried 7 to 0, that the contract not include any reference to employee performance evaluation as recommended by the County Administrator.

Article 34, Work and Non-Work Related Injuries, Light Duty and Lifting Assistance

The Union proposed that light duty be assigned (when required) regardless if a position was available or the person was qualified. The County Administrator and Special Master recommended adoption of the County policy.

Motion was made by Mrs. Stein to adopt tab 2 from Attachment B-1 as Article 34 (County Administrator's recommendation). Motion was seconded by Mr. Bruce and carried 7 to 0.

RECORD S46-338

Article 4(14), Discipline and Discharge

The Union and Special Master recommended the right to "suspend, demote, discharge or take other disciplinary action for just cause in accordance with the County's Personnel Policy, Rules and Procedures." The County Administrator recommended rejecting the recommendation.

Mr. Allen stated County has a comprehensive discipline and discharge policy. He stated Mr. Padgett, as the County Administrator, hears discharge cases in the bargaining unit; however, the issue is what happens on an appeal of a disciplinary matter. Under Florida Statute, if discipline and discharge are included in the contract, then, by law, anything included in the contract must be subject to a grievance procedure that includes binding arbitration.

Neal Elliott, representing the Union, stated arbitration is a basis of protection for employees, and a Union responsibility. He stated arbitration is very rarely used, but should be offered as an option.

Motion

Motion was made by Mr. McClash to adopt the County Administrator's recommendation. Motion was seconded by Mr. Stephens.

Discussion: Special Master finding; rebuild employees trust; standing special hearing officer; appointee from local community, mutually named and appointed; criteria for appointee; maintain status quo; procedure used by Sheriff; fair method of dispute resolution; County Administrator would support department heads; negotiate for neutral impartial individual; review of current County procedures, etc.

Substitute Motion

Substitute motion was made by Mrs. Stein to adopt the position that the County Administrator and Union should go back and find a neutral party from the community to act as a standing arbitrator and bring back a name, details and a method to streamline the procedure. Motion was seconded by Mrs. Harris.

Discussion: All employees are treated fairly whether or not they are in the Union; outside arbitrator versus County Administrator; motion does not resolve impasse; uniform policy for all employees; current system is working well; no need for outside arbitrator; definition of arbitrator; Sheriff's Office uses Career Service Appeal Board; vote to maintain status quo and, if requested by Union, bargain over an approach to arbitration, etc.

Vote on the substitute motion carried 4 to 3, with Mr. Stephens, Mrs. Glass and Mr. McClash voting nay.

Motion - Status Quo

Motion was made by Mr. McClash to maintain Article 4 (14) as status quo until this matter has been resolved. Motion was seconded by Mrs. Harris and carried unanimously.

Article 10, Hours of Work

The entire Article is at impasse as to 12- and 24-hour shifts.

Mr. Allen referred to tabs 5 and 5A of Attachment B-1 and reviewed the Union's position and the County Administrator's response with respect to 12-hour and 24-hour employees. RECORD S46-339

He reviewed Article 10, Section 3.(g), and stated the County Administrator recommended adoption of Article 10, with the exception of Section 3.(g). He indicated Section 3.(g) should allow employees to be moved on a temporary basis when necessary.

(Depart Mrs. Stein)

Mr. Elliott discussed the length of the work week for 12- and 24-hour shift employees. He stated the employees in Manatee County who work 12-hour shifts work 56 hours per week and referred to the shift schedule on page 19 of Article 10, Section 3., Twelve Hour Schedule.

(Enter Mrs. Stein)

Mr. Allen pointed out that no 24-hour employee will be forced to permanently change to a 12-hour shift. He clarified that this is the schedule for the two roving ambulances only and employees working these ambulances are aware of this schedule. He indicated if a 56-hour schedule is reduced to a 42-hour schedule, 14 hours will have to be compensated by working overtime or hiring additional personnel.

Mr. Elliott addressed the original proposal of Michael Latessa, Public Safety Director, for peak demand staffing.

David Byington, President of Local 2546, distributed a transcript of the first impasse hearing (6/24/96). Mr. Elliott stated this handout would provide background (page 38) showing an arrangement for 24-hour shift employees to voluntarily work 12-hour shifts.

Discussion: How much overtime was offered to 24-hour employees because not enough staff to work the 56-hour work week; 12-hour ECC shift employee versus 12-hour shift EMS employee, etc.

(Depart Mr. Stephens)

Michael Latessa, Public Safety Director, explained the proposal for peak demand staffing was made on premise the existing workforce would be redeployed to cover peak demand. He stated the number of hours an employee works for EMS is 2912 hours per year. He indicated probationary employees work 12-hour shifts after which they move to 24-hour shifts. Mr. Latessa stated a 10-hour day with a different service delivery area would not affect service, however, a policy decision would be required to adjust salary scale and increase staffing.

(Enter Mr. Stephens)

Discussion: Incentive for employees to work 12-hour shift; average stay on 12-hour ambulance is two months; there will always be a turnover rate in EMS; inactivity of 12-hour units; increase geographic location of the two ambulances; 12-hour day versus 10-hour day; staffing and hours; flexibility between shifts; ambulance usage and logistics; unique career with personal and professional demands, etc.

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Mr. Elliott stated the issue is that 42 hours is a reasonable work week for employees who work a 12-hour shift.

Discussion: Lee County tried and discontinued peak demand staffing; integration of Fire/EMS; maintain number of current employees and reduce hours; roving versus permanent station; 10-hour shift rather than 12-hour shift with no reduced service; method of deployment; disperse workload more equitably; resolve impasse issues and have professionals report back on policy changes, etc.

Mr. Padgett explained when the two 12-hour roving ambulances were created the locations were determined to be Anna Maria Island and north of the Manatee River. The two units should be mobile and assigned where needed. He stated overtime payment has increased and during the budgetary process consideration will be given to additional staff vis-a-vis overtime. He requested maintaining the status quo until the budgetary process is complete.

Motion - 10-Hour Shifts

Motion was made by Mr. McClash, and seconded by Mrs. Stein, to change the 12-hour vehicle shift to a 10-hour shift for the two "hot" (roving) ambulances. Motion carried 6 to 1 with Mr. Stephens voting nay.

Discussion: Concern over operation and coverage; additional staffing; peak demand will be 10-hour shift, not 12-hour; increase in hourly rate and overtime rate; coverage of island community and north of river will not be affected; countywide service will be enhanced, etc.

Motion - Roving Ambulances

Motion was made by Mr. McClash, seconded by Mrs. Stein, to take the two roving units off the fixed routes and place them back into countywide circulation. Motion carried 6 to 1 with Mr. Stephens voting nay.

Mr. Elliott indicated the next issue is Section 3.(g) which refers to those conditions under which employees can be moved from one shift to another (24-hour and 10-hour shifts). Employees should have the opportunity for voluntarily movement not involuntary movement.

(Depart Mr. Stephens)

Discussion: Float paramedics on shifts; attrition and vacancy rate; clarification and definition of Section 3.(g); language in Section 3.(g); define emergency situation; weigh outcome of 10-hour shift, etc.

Mr. Allen stated the County Administrator recommended Article 10, Section 3 (which has been changed to 10-hour shifts), and otherwise agrees to adopt Article 10 including Section 3.(g) as agreed to during the Special Master hearing. RECORD S46-340

Mr. Elliott stated, in order to move on, the Union would drop their objection to the language in Section 3.(g).

Motion was made by Mr. Bruce to adopt Article 10 as written with the modification of Section 3. to reflect the change from 12-hour shift to 10-hour shift. The motion was seconded by Mr. McClash and carried 5 to 1 with Mrs. Harris voting nay.

Recess/Reconvene All members present except Mr. Stephens.

Article 12, Wages

The Union requested (1) 4 percent across the board for 1995-97; (2) 3 percent specialty pay; (3) 13 percent retroactive adjustment; and (4) career ladder increase. The Special Master and County Administrator recommend rejecting the requests.

Mr. Allen stated the Special Master rejected every proposal and found the Union request to be spurious and not equitable. He stated since that decision, the Union has modified its position (2/20/98) requesting the following: (1) 4 percent across the board 1995-96; (2) 4 percent across the board 1996-97; (3) retroactivity of 13 percent; and (4) career ladder. He discussed County expense to settle a Section 7K lawsuit.

(Depart Ms. Brown)

Discussion: 7K settlement; career ladder; rejected offer, etc.

(Enter Ms. Brown)

Mr. Elliott stated that, from the beginning of negotiations, bargaining unit members were given the opportunity to waive their right to bargain and accept pay increases given to other County employees. The Union exercised the right to bargain and came to agreement in 1995 with Jim Seuffert, then Acting County Administrator. He referred to letter (3/20/95) from Mr. Seuffert regarding this agreement. In spite of Union objection, eleven Union employees filed a 7K lawsuit to block the ratification of the Union agreement. He referred to page 5 of his letter and discussed the effective dates for annual increases and retroactivity.

Mr. Elliott explained the agreement called for employee evaluations and advancements to be made accordingly. When the Board resolved to give the 13 percent across the board, it was also given to every shift supervisor without an evaluation. The Board resolved that the County would adjust the minimums and maximums, but the County did not, which resulted in an unfair labor charge. The Union is requesting the same effective dates as given the shift supervisors, as well as treating the Union employees the same as non-Union employees who work on the shift.

Discussion: Pay increases given to all County employees on October 1, 1996, and October 1, 1997, have been accepted by the Union; negotiations for career ladder and specialty pay; contract process was handled administratively, not by the Board, etc.

Mr. Allen explained that the Union could have declared impasse and brought the wage increase to the Board for resolution; however, the Union did not declare impasse in 1994 or 1995. They did not declare impasse until the 13 percent wage increase.

Discussion: Board is not bound by former negotiations; agreement was not reached in 1993 and 1994; retroactivity would create pay cuts; effective dates in agreement, etc.

Jim Seuffert, former Acting County Administrator, stated that the referenced agreement was reached in the fall of 1995 and did not give any retroactivity. He indicated it did not commit the Board in any way.

Motion - Died

Motion was made by Mr. McClash to accept the Special Master's recommendation, as well as the County Administrator's recommendation, to reject the retroactivity of 13 percent. Motion **died** for lack of a second.

Discussion: Increase does not make the Union employees "whole"; other money provisions were in the contract to help make employees whole for the 4 percent they rejected; supervisor increases; pay cuts, etc.

Motion - Died

Motion was made by Mrs. Harris to grant the retroactivity of 13 percent. Motion **died** due to lack of second.

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Discussion: Obligation to resolve this issue; County Administrator recommends maintaining status quo; impact of retroactivity on employees; impact on cost to the County; Union request includes the 13 percent plus retroactivity; clarification of retroactivity, etc.

Motion - Carried

Motion was made by Mr. McClash to apply the 4 percent as retroactivity based on current employees who were hired as of October 1, 1995. Motion was seconded by Ms. Brown.

The motion was clarified as follows: (1) Current employees that were employed on October 1, 1995, worked that year and are still employed; (2) Employee's base salary (effective 10/1/95) multiplied by 4 percent would equal dollar amount of retroactivity employee would receive for the time period (10/1/95-9/3/96); (3) A one-time lump sum payment.

The motion carried 5 to 1, with Mrs. Harris voting nay.

Article 12, Career Ladder

The Union requested an automatic wage increase (in addition to others) as they move through the steps in the Union "ladder." The Special Master and the County Administrator recommended rejection.

Mr. Elliott indicated employees should be compensated by level of skill. The Union is trying to prevent a Paramedic (based on skill level) being compensated as an Emergency Medical Technician (EMT).

He stated that each ambulance requires a Paramedic and an EMT. The Paramedic position is a paramedic in charge. The second person in the vehicle (second seat/EMT seat) would be compensated as an EMT regardless of the level of ability, education, or classification.

Mr. Latessa explained the organizational chart indicates approximately 85 Paramedics and 30 EMT's. He stated with vacancies at the EMT level, there are personnel with Paramedic licenses (or certification) applying for EMT positions. He indicated this is their rank, not their certification. The system has been developed by the medical director who authorizes personnel to perform at certain levels once they are card-carrying Paramedics. Paramedics and EMT's are the only two positions in the EMS Division, regardless of what type of license personnel may possess.

(Mrs. Glass absent for a portion of discussion; Ms. Brown presiding)

Discussion: Initiation of tests by medical director; medical director dictates levels and testing skills; criteria and time element for EMT to be considered for Paramedic level, etc.

Mr. Elliott stated there is a rigorous routine to be advanced to Paramedic I, II, and III, and as an employee satisfactorily demonstrates skills, responsibility, maturity, ability to handle emergency situations, an attendant pay increase should be considered to recognize these skills.

Discussion: Offering a quality level of service for the community; paramedic certification provides higher level of expertise; levels of opportunity for EMT's; some EMT's remain at that level by choice; a policy and budget decision; currently meet State requirement by having a Paramedic in charge with an EMT; issue of staffing, etc.

(Depart Mrs. Harris)

Motion was made by Mr. Bruce to accept the Union's recommendation regarding career opportunities. Motion was seconded by Mrs. Brown.

(Enter Mrs. Harris)

Discussion: Consideration of issue during budgetary process; medical director should continue to determine the level of performance; clarification of motion, etc.

Motion was clarified by Mr. Bruce stating that the Board agrees to review the issue of compensation for the different career levels during the budget process. The motion carried 6 to 0.

Article 13, Exchange of Duty Time

The Union requested no maximum limits (cap) to amount of exchange time allowed per employee, with the only requirement of notification to the duty supervisor within one hour. The Special Master recommended eliminating the cap on exchange of duty time, but that management controls be set forth. The County Administrator recommends maintaining the 240/120 hours per year cap on exchange of duty time.

Mrs. Harris stated the exchange of duty time is the opportunity for employees of like rank to switch shifts rather than use leave time.

Motion was made by Mrs. Harris to adopt exchange of duty time with deletion of A.1., (in Attachment B-1) and change 2. to read "Exchange time increments shall be for periods no less than twelve (12) hours for 24/48 hour employees and five (5) hours for 10 hour employees." Motion was seconded by Mr. Bruce and carried 6 to 0.

Article 30, Section 6, E-Mail

The Union requested utilizing e-mail for Union business. The County Administrator recommended use by one Union representative, with certain conditions (outlined in B-1).

Motion was made by Mrs. Stein to adopt the County Administrator's recommendation. Motion was seconded by Mrs. Harris and carried 6 to 0.

Article 31, Section 5, Uniform Cleaning

The Union requested \$400 per year to each bargaining unit member for uniform cleaning. The Special Master and the County Administrator recommended rejecting the request.

Mr. Allen reviewed alternatives offered by the County Administrator: (1) Prepare a Request for Proposal for a cleaner for the uniforms; (2) Pay \$150 every six months to bargaining unit employees for cleaning.

Motion was made by Mrs. Harris to adopt Alternative 2. Motion was seconded by Ms. Brown. Following discussion, motion carried 6 to 0.

Article 31, Section 5, Types of Uniforms

The Union requested polo-type shirts be allowed. The Special Master and County Administrator recommended rejecting the request.

Mr. Allen explained the Union's proposal regarding polo shirts.

Motion was made by Mrs. Harris to approve a prototype of a cotton polo shirt to be approved by the County Administrator and implemented by EMS employees. Motion was seconded by Mr. Bruce and carried 6 to 0.

MEETING ADJOURNED

There being no further business, the meeting was adjourned.

Attest:

[Signature]
Clerk
Adj 7:30 p.m./njh

APPROVED

[Signature]
Chairman 4/21/98