

MASTER COLLECTIVE BARGAINING AGREEMENT

between

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

and

NORTHEAST FLORIDA PUBLIC EMPLOYEE'S

LOCAL 630

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL, CIO



October 1, 2019 - September 30, 2022

Tentative Agreement Levy County and LIUNA – June 9, 2020

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Agreement

This Agreement is collectively made and entered into as of October 1, 2017 by and between Levy County and Northeast Florida Public Employees Local 630, Laborers' International Union of North America, AFL-CIO, the certified bargaining agent as reflected by the issuance of Public Employees Relations Commission Certification numbers, 710 (Blue Collar) and 919 (White Collar), (hereinafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by authorized representatives of the parties.

Article 1 - Recognition

The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications contained within the certified bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. It is furthermore agreed that the Business Manager or his/her designee, shall be the official spokesperson for the Union in any matter between the Union and the County. The Union shall furnish the County, in writing, the name(s) of its designee(s) and the period of time during which said designee is authorized to conduct business on behalf of the Union. This Agreement supersedes all County directives.

Article 2 - Management Rights

Except as expressly limited by the articles of this Agreement the County shall have the exclusive right to manage the facilities, services and business of the County, and direct the working forces the same as it had prior to the execution of this Agreement.

These rights include, but are not limited to, the right to plan, direct and control operations; to assign work and schedule the working hours; to determine the extent to which County services will be performed by County employees or by contract providers, provided that the Union shall be notified and allowed an opportunity for discussion and consultation prior to any subcontracting of County services which would adversely affect members of the bargaining unit; to hire, promote, demote, and transfer employees; to suspend, discipline or discharge for just cause and to lay off employees for lack of work or other legitimate reasons; to make and enforce rules of conduct and regulations; to introduce new methods, materials or facilities, classifications, provided that the Union will be notified and allowed an opportunity for discussion and consultation prior to the establishment of a new classification or elimination of classifications which would adversely affect the bargaining unit. The County shall also have the right to assign overtime work.

Article 3 - Non-discrimination

The parties hereby acknowledge their responsibility under Florida Statute, Section 112.042(1) which provides as follows:

It is against the public policy of this state for the governing body of any county or municipal agency, board, commission, department, or office, solely because of the race, color, national origin, sex, handicap, age, or religious creed of any individual, to refuse to hire or employ, to bar, or to discharge from employment such individuals or to otherwise discriminate against such individuals with respect to compensation, hire, tenure, terms, conditions, or privileges of employment, if the individual is the most competent and able to perform the services required.

Article 4 - No Strikes

The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the County shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion.

Article 5 - Jury & Witness Duty

Section 1 Jury Duty - When an employee is required to serve on jury duty the employee shall be relieved of responsibility for his or her regular work shift, and the County shall pay the employee the amount that would have been received had the employee worked his/her regular work shift. All employees who are required to serve on jury duty shall report to their supervisor or department head that they have been notified for that purpose within 24 hours of receiving such notice when possible but in no event later than the beginning of the next work shift. When an employee is finally released or is excused from jury duty, the employee shall, as soon as possible, notify his or her supervisor of their availability for work. Any employee who receives compensation for jury duty service shall return that compensation to the County immediately upon receipt of the check if the compensation was earned during regular work hours.

Section 2 Witness Duty - Any employee, who in place of the employee's normal work, upon the request and for the benefit of the County attends any legal proceedings involving the County, or is subpoenaed to any court proceeding involving the County, or if it is a criminal matter in which the employee is not personally or momentarily interested, shall be paid as if engaged in the employee's normal work. Time spent under this provision as a witness shall be considered as time worked for the purpose of determining overtime pay. This provision shall also apply to any employee who is subpoenaed or requested to appear in court as a result of that employee performing his "civic duty" such as being a witness to an accident. This provision shall not apply to any employee who is appearing in court for his own personal business or as a request by a friend such as testifying in a divorce case or other civil actions.

Article 6 - Check-off of Union Dues

Section 1 Authorization - The County agrees to make a deduction of Union dues, initiation fees, and assessments from the paycheck of any employee covered by this Agreement upon written authorization signed by the employee directing the County to make such deduction and transmit an amount to the Union. The deduction authorization shall continue until one of the following occurs:

- (a) The employee gives written notice to the County and the Union revoking the dues deduction authorization.
- (b) The employee is terminated.
- (c) The employee is transferred out of the bargaining unit.

The dues deduction cancellation shall be effective thirty (30) days following the day it is received by the County and the Union.

Section 2 Remission of Dues to Union - The amounts to be deducted as dues shall be certified to the County by the Secretary-Treasurer of the Union. The County agrees to remit such dues deduction to the Secretary-Treasurer on a bi-weekly basis. The Union shall pay the County, upon receipt of an invoice, \$150.00 for the processing of dues checkoff no later than October 30th of the fiscal year. The Union shall not be responsible for payment of the fee if the County does not provide the Union with an invoice. For the payment of the aforesaid fee, the Union shall be provided with a monthly list of all additions or deletions of employees in the bargaining unit; the names of employees on whose behalf dues have been deducted and remission of the net amount of dues deducted.

Section 3 Indemnification - The Union shall indemnify, defend, or hold the County harmless against any and all claims, demands, suits, or other forms of liability that

shall arise out of or on account of any payroll deduction of Union dues. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

Article 7 - Seniority

Section 1 **Definition** - Seniority is an employee's length of continuous service with the County, dating from his or her last date of hire and upon completion of the probationary period. Employees with the same date of hire shall have seniority standing among themselves based upon the chronological order in which they applied for employment. Application will be time and date stamped when submitted.

Section 2 **Probationary Employees** - A new employee shall be considered a probationary employee for six (6) months after which seniority shall date back to the date of hire, provided, however, management shall have the discretionary right to add an additional one (1) month to the probationary periods for a specific employee and shall advise the Union of the extension and verbally give the reasons for the extension. During the new hire probationary period only, a probationary employee shall not have seniority and may be laid off without cause, discharged, or otherwise terminated by the County and such action shall not be subject to the grievance procedure of this Agreement.

Employees, who receive a promotion to a different classification, shall be on probation in that classification for a period of six (6) months after which, if they are not retained, they will be returned to their former classification if it exists and there is a vacancy available. The position from which the employee has been promoted will not be permanently filled for six (6) months unless operational needs require that position to be filled. During such promotion during the probation period, a probationary employee shall accumulate seniority and shall not be demoted, laid off, discharged, or otherwise disciplined without cause by the County. Such action shall be subject to the grievance procedure of this Agreement.

If the promoted employee is not retained in his/her new position and the former job has been permanently filled, he/she may exercise the replacement procedure outlined in Article 7, Section 5 of the Agreement.

Section 3 Application of Seniority - In the event a job opening is to be filled by the promotion of an employee in the bargaining unit, the following factors shall be considered in selecting employees for promotion and to fill vacancies and new jobs:

- (a) seniority;
- (b) ability and qualification to perform the work, determined by written or work tests where possible (in which event the test will be monitored by someone from the Personnel Department and a Union Steward); and
- (c) performance evaluation.

Where, as among the employees concerned, factors (b) and (c) are relatively equal, factor (a) shall govern.

In the event applicants not employed by the County apply for the job opening, applicants from the bargaining unit shall be compared with non-employee applicants, and if (b) considerations are relatively equal, factor (a) shall govern selection to fill the job.

Section 4 Job Posting - Whenever a vacancy or job opening occurs in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted for a period of no less than five (5) working days in advance on all bulletin boards. A copy of the notices of vacancy's/job openings will be given to the appropriate Union Steward at the time of posting.

When a vacancy occurs, any employee of the County who has completed his

probationary period and who is interested in filling the vacancy shall apply in writing to the Personnel Director or designee. The County shall provide a list of all applicants to the appropriate Union stewards within twenty-four (24) hours after the close of posting period.

Temporary transfers or assignments may be made until the position is filled. Temporary transfers or assignments shall be defined as thirty (30) work days when possible, not to exceed ninety (90) work days. All employees are encouraged to seek promotions to non-bargaining unit positions; however, it is understood that this Agreement does not require that bargaining unit employees be chosen to fill a non-bargaining unit position.

Section 5 Layoff and Recall - In the event of a reduction in the work force, newly hired probationary employees in the classification and department affected shall be first laid off. If further reductions are necessary, non-probationary employees and employees who are on promotional probation in the affected classification shall be laid off from the classification and department affected. The order of such layoffs shall be based on seniority with the least senior employees in the classification and department laid off first.

An employee who is reduced from one Department shall have the right to exercise seniority to replace the most junior employee in the same classification in another Department. An employee who is unable to replace another employee in the same classification shall have the right to exercise seniority to replace the most junior employee in any lower classification in any department; provided that the reduced employee is fully qualified to perform the work of the lower classification.

Laid off employees shall be recalled to the classification and Department from

which they were laid off in the reverse order in which they were laid off, provided that they have not been terminated under Section 6 (e) below. It is understood that persons employed with, and paid by, federal or state grant funds will be laid off or terminated upon the elimination or cut back of such funds regardless of their seniority.

Section 6 Loss of Seniority - Seniority and the employment relationship shall be broken and terminated if an employee:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent from work for three (3) consecutive work days without notification to the Department Head or designee; unless notification would have been impossible;
- (d) is laid off and fails to return to work within four (4) workdays after having been recalled in writing by certified mail with return receipt requested, addressed to the last known address of record unless there is a reason, acceptable to the County, for such failure;
- (e) is laid off or is absent from work in the case of sickness or illness or injury incurred on the job, excluding sickness, illness or injury which is covered under the Workman's Compensation Act, for twenty-four (24) consecutive months or one-half of the employee's seniority at the time of layoff, illness or injury, whichever is lesser.
- (f) fails to report for work at the termination of leave of absence

or extension thereof; or

- (g) accepts gainful employment without permission while on leave of absence.

Section 7 Seniority During Approved Employee Leave of Absence An employee's seniority shall be retained during an approved leave of absence but shall accumulate further only during leave with pay and for sixty (60) days without pay, except for leave under Article 8, Section 9.

Article 8 - Leave Plans

Section 1 (a) **Annual Leave** - Employees (as defined in the Florida State Department of Administration of Retirement manual) will accrue paid vacation leave based on years of service from the date of employment on the schedule below:

<u>Year of Service</u>	<u>Hours per Month</u>	<u>Hours per Year</u>
1 to 5 years	8 hrs./month	96
5 to 10 years	10 hrs./month	120
10 to 15 years	12 hrs./month	144
15 years or more	14 hrs./month	168

(b) Annual Leave shall be accrued to a maximum as provided in the following schedule:

<u>8 Hour/Day</u>	<u>10 Hour/Day</u>
352 Hours	440 hours

Annual leave and sick leave shall be computed based upon hours worked. Those employees working eight (8) hour days shall accrue time based upon that workday and shall be charged accordingly and those employees working shifts other than eight (8) hour work days shall accrue time based upon their workday and shall be charged accordingly. Earned leave may be accumulated to a maximum of 44 work days.

At termination, the employee will receive payment for any unused annual leave not exceeding the following schedule:

<u>8 Hours/Day</u>
240 Hours

New employees must complete the probationary period or extension thereof before being eligible for annual leave payment but, if the probationary period is successfully completed, annual leave will accrue from the employee's date of hire.

The taking of annual leave will be on the dates approved by the employee's immediate supervisor or his designee, and the employee will be advised of the name of the designee. Employees shall not accrue additional paid leave for working hours in excess of the normal work day.

A county employee who has accrued annual leave time in excess of two hundred (200) hours may donate up to two (2) weeks annual leave time to another employee who needs additional time due to extenuating circumstances and said request for transfer shall not be unjustly denied.

Section 2 Break in Service - Employees having terminated their employment, either voluntarily or otherwise, with Levy County shall, upon re-employment, begin earning annual sick leave as a new employee. Accrued annual or sick leave may not be transferable from one employment period to another. When an employee with seven (7) years or more in service is terminated through no fault of the employee and if the termination is not as a result of injuries or health then the employee would be entitled to two (2) weeks' severance pay at his rate of pay at the time of termination.

Section 3 Sick Leave (non-job related) - Employees (as defined in the Florida State Department of Administration Division of Retirement manual) shall accrue sick leave as provided in the following schedule with no limitation on amount of sick leave that may be accumulated.

8 Hours/Day
8 hours/month

The taking of sick leave shall be according to the following guidelines:

- (a) Illness, injury, incapacitation or quarantine of employee.
- (b) Illness, injury of a member of the employee's immediate family. Immediate family being defined as spouse, children, parents, grandparents, sisters, brothers, parents of spouse, and grandparents of spouse.
- (c) A County employee who has accrued sick leave time in excess of 200 hours may donate sick leave time to another employee who needs additional time due to extenuating circumstances and said request for transfer shall not be unjustly denied.
- (d) Routine medical, dental or optical examinations which cannot be scheduled at any time other than working hours.
- (e) Any employee has been continuously employed by the County for a period of five (5) years or more and is medically diagnosed with a terminal illness shall be entitled to have his or her health insurance premiums paid by the County.
- (f) Any employee who exhausts his or her funeral leave time as outlined in Section 6 of this Article may utilize up to one (1) week of sick leave to extend the funeral leave.

At retirement the employee will be compensated for any unused sick leave at the employee's current regular hourly rates of pay for one-eighth (c) of all unused sick leave credits accrued prior to October 1, 1973, plus one-fourth (¼) of all unused sick leave credits accrued after October 1, 1973. In no case will an employee receive payment for unused sick leave credits accrued after October 1, 1973, in excess of 480 hours.

Each employee who completes one hundred-eighty (180) consecutive calendar days without using sick pay shall be entitled to one (1) bonus day off with pay. Said bonus day must be taken within ninety (90) calendar days after the one hundred-eighty (180) calendar day accrual period or the employee shall forfeit the bonus day.

Section 4 Injury in the Line of Duty - Employees injured in the line of duty that require their absence from work will not be eligible for Workman's Compensation benefits for the first seven (7) days of disability, however, if the injury results in disability of more than twenty-one (21) days, compensation shall be allowed from the commencement of the disability as provided in Chapter 440, Florida Statutes. The injured employee may utilize accrued sick leave or annual leave until such time as the Workman's Compensation benefits will revert to the County for all hours of sick leave or annual leave credits used. The injured worker will then receive credit back to his or her accrual or leave time at the same percentage as the employee is eligible to receive under Workman's Compensation Act. Thereafter the injured employee shall be compensated only as provided in the Workman's Compensation Act set forth in Chapter 440, Florida Statutes.

Section 5 Military Service - an employee, who is a reserve member of the U.S. Armed Forces or the National Guard, shall be eligible for paid leave of absence for compulsory temporary duty. The maximum paid leave is thirty (30) calendar days for

each calendar year.

Unpaid military leave may be requested by the employee for any absence over thirty (30) days and will be subject to the approval of the department head and personnel administrator. Requests for military leave will be submitted in writing with proper documentation attached.

Section 6 Funeral Leave - An employee who has a death in his immediate family will be granted a maximum of three (3) work days paid leave for a death within the State of Florida, and a maximum of five (5) days paid leave for a death outside of the State of Florida, provided, however, the maximum paid leave allowed for this purpose shall be ten (10) days per fiscal year. Immediate family for the purpose of this section is defined as spouse, children, parents, grandparents, grandchildren, sisters, brothers, parents of spouse, brother and sister of spouse, and grandparents of spouse.

Section 7 Training Leave - Leave with pay may be granted any employee for job-related seminars of short duration. This must have the approval of the department head, the personnel administrator, and the Board.

Section 8 Maternity Leave - Maternity leave will be granted by the County consistent with the requirements of the Family Medical Leave Act. Accumulated paid vacation and/or sick leave may be used for all or a portion of the maternity leave at the option of the employee. Maternity leave shall begin on the date mutually agreed to by the employee, her physician, and the respective department head. It will be necessary that the employee furnish a physician's statement that the assigned work will not create a hazard or physical problem. A statement from the physician is required that the

employee is physically able to return to work.

Pregnancy - An employee may be temporarily assigned to another job requiring less strenuous duties if the pregnancy results in the employee being unable to continue her normal duties. Approval for such reassignment shall be at the sole discretion of the County Coordinator.

Section 9 Leave Without Pay - An employee must request in advance leave without pay if it is necessary for personal reasons to be absent from work. The department head shall at his discretion either approve or disapprove requests for such leave provided, however, such requests shall not be unjustly denied.

However, an employee shall not earn annual or sick leave credits while on any type of leave without pay which exceeds five (5) working days during any pay period.

Section 10 Union Leave of Absence - Members elected to Union positions or appointed by the Union to perform work which takes them from employment with the County shall, upon written request, receive leave of absence without pay for their terms of office or up to a period not to exceed one (1) year, whichever is greater, and said leave shall be renewable for an additional one (1) year period. Employees desiring leave under this Section shall notify the County two (2) weeks in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request. If it is impossible to give two (2) weeks' notice, the County will waive the two (2) week requirement. No more than two (2) employees in any department shall be off on leave under this Section at any one time unless mutually agreed upon by the parties. Union leave of absence shall be limited to: conventions, grievance hearings, contract negotiations, officers to attend regular monthly business meetings, and other Union

business mutually agreed upon by the County and the Union. Seniority shall accumulate during such leave. Such leave shall not be arbitrarily or capriciously denied.

Section 11 Grievance Hearings - Employees who have filed a grievance will be authorized to attend hearings at all four steps with pay if the hearing is scheduled during the employee's normal working hours. The appropriate Union President or Shop Steward may attend with pay if the hearing is during their normal working hours and either the President or Shop Steward is representing the grievant. The Union must submit a list of employees to attend the hearing as direct witnesses. This list must be submitted simultaneously with the notice of appeal to the County Coordinator's Office to allow for proper departmental notification of the employee's absence. The County Coordinator or his designee will review the list and authorize absence from work for the employees that the Union requests and that the Union shows are necessary and material to the proceedings. Employees who wish to attend as observers may request vacation time in accordance with established procedures.

Article 9 - Holidays

Section 1 Holidays Observed - The following days shall be considered holidays and paid for as such at the employee's straight time hourly rate.

New Year's Day

President's Day

Memorial Day (last Monday in May)

Martin Luther King Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve (observed the last workday before Christmas)

Christmas

One (1) floating Personal Day (to be taken during the calendar year).

The Personal Day shall not be considered a holiday for the purpose of computing overtime.

Section 2 Weekend Holiday - Holidays will be observed on the day of their occurrence except that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be observed on the preceding Friday, provided the employees who work on a twenty-four (24) hour, seven (7) day schedule shift operation shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls on a Saturday or Sunday.

Section 3 Holiday Pay and Eligibility - If a holiday is observed on a day which is a regular workday for an employee(s) and if he/she is permitted to be off that day due to the holiday, he/she shall be paid for the number of hours he/she should have worked in a normal work shift at his/her regular straight time rate provided he/she works the full scheduled workday immediately preceding the holiday, and the full scheduled work day immediately following the holiday, unless the employee is absent on either day with prior approved annual leave or a valid medical excuse.

If the holiday occurs on a day which is regularly scheduled day off for the employee(s) he/she will receive additional pay for that work week equal to one of that employee's regular shift.

Paid holidays shall be construed as hours worked for purposes of computing overtime.

Section 4 Holiday Work - In the event an employee is required to perform work or to render services on one of the holidays listed in Section 1, the employee shall be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate for any hours worked in addition to his straight pay for a normally scheduled work day.

Article 10 - Working out of Classification

Whenever the Employer determines that it is necessary to fill a position on a temporary basis for any reason, the qualified employee with the greatest seniority shall be offered the temporary assignment. The Employer shall determine whether the employee is qualified to perform work in the temporary position, provided such determination is limited to those factors directly required to satisfactorily perform the job.

In any case when an employee is temporarily required by the Employer to serve in and to accept the full responsibility for work in a higher position for more than forty (40) hours of continuous duty, unless an employee is assigned to a higher classification for the purpose of on-the-job training as provided below, the employee shall receive the starting rate of the higher classification or a 3% salary increase, whichever is greater, for the time spent working over forty (40) hours in the higher classification. Out of class assignments after forty (40) hours will be considered as a positive factor for any employee applying for a higher classification or promotion. A training period of up to forty (40) hours may be used in any classification provided the shop stewards are notified and advised of the training period. The forty (40) hour training period may be extended an additional forty (40) hours with the consultation and consent of the union steward. The training period shall not be considered as working out of classification.

Employees will not be required to serve in and to accept the full responsibility for work in a higher position for more than one hundred twenty (120) hours per fiscal year without being paid out of class pay; whether it is due to training or coverage for the absence of an employee. Any out of classification hours worked in excess of the one

hundred twenty (120) will be paid at the starting rate of pay of the higher classification or

a 3% salary increase whichever is greater.

It is understood that an employee will only be eligible for out of classification pay

if they are required to perform the full responsibilities of the higher classification.

Article 11 - Grievance Procedure

Section 1 **Definition and Procedure** - For the purpose of this Agreement, a grievance is any dispute or difference between an employee and Levy County involving the meaning, interpretation, or application of the provisions of this Agreement. Grievances shall be handled in the following manner:

Step 1 The employee shall present the grievance in writing to his immediate supervisor with or without a Union Officer as the employee may choose. The supervisor must answer it in writing.

Step 2 If the employee is not satisfied with the written answer of the supervisor in Step 1 or if no answer has been given within ten (10) working days, then the grievance shall be presented to the Department Head within five (5) working days of the supervisor's answer or failure to supply a timely answer. The Department Head or his designee shall, within ten (10) working days of receipt of the written grievance, meet with the employee and a Union representative unless such meeting has been waived by the employee. After such a meeting is held, the Department Head must answer the grievance in writing

within ten (10) working days of the meeting.

Step 3 If the Union or employee is not satisfied with the written answer of the Department Head, or if no written answer is rendered by the Department Head on a timely basis, then the Union or employee may, within ten (10) working days of the Department Head's answer or the failure of the Department Head to supply a timely answer, appeal the grievance to the County Coordinator or designee or appropriate Constitutional Officer. The County Coordinator or designee or appropriate Constitutional Officer must meet with a Union representative within seven (7) working days of receipt of the appeal. The County Coordinator or Constitutional Officer shall answer the grievance in writing within ten (10) working days of the meeting.

Step 4 If the Union is not satisfied with the written answer of the County Coordinator or Constitutional Officer, or if no timely written answer is rendered, the Union Officer shall submit a written request, signed also by the grieving employee(s), appealing the grievance to arbitration within twenty

(20) calendar days of the answer or failure of a timely answer.

In case of discharge or termination, Step 1 will be waived if the grievance has been timely filed.

Section 2 Arbitration Board Selection - The Union's appeal to arbitration shall be submitted to an arbitrator who is a member of the National Academy of Arbitrators and who shall be selected from a list furnished by the Federal Mediation and Conciliation Service by means of alternate striking of names with the Union having the first name strike.

Section 3 Authority of Arbitration - The arbitrator shall have no right to amend, modify, ignore, or add to the provisions of the agreement. He or she shall consider and decide only the particular issues involved in the grievance presented.

The award of the arbitrator shall be final and binding on the County, the Union and the employee(s) involved and any decision made by the arbitrator shall be retroactive for no more than two (2) years. The expenses of the arbitrator, including the arbitrator's fee, shall be shared equally by the County and the Union.

Section 4 Time Limits - No grievance shall be entertained or processed unless it is commenced in Step 1 within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the event became known or should have become known to the employee(s). If an employee desires to speak with management about a matter (except discharge) which would otherwise be grievable, he/she may do so in which event the employee will have two (2) days in which to speak with management and the time limits for filing a grievance will commence on the third day.

If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the County, or if no answer has been made it shall be deemed denied. The time limits may be extended by mutual agreement of the parties. In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

Nothing herein shall limit the County and Union from mutually agreeing to waive any and all steps in the grievance procedure in order to expedite the processing of a grievance.

Article 12 - Hours of Work and Overtime

Section 1 **Purpose** - This Article is intended only to provide a basis for calculating overtime and shall not be considered as a guarantee of work or hours. There shall be no pyramiding of overtime or other premium payments.

Section 2 **Workday; Workweek** - The normal workday shall consist of eight (8) hours exclusive of lunch and the normal workweek shall consist of five (5) eight-hour shifts. Other work schedules may be arranged within departments with special scheduling needs such as for example; landfill scale house attendants, mosquito control foggers. Such personnel may have 10-hour, 12-hour, or other unusual workdays. For those personnel, such special length days shall be workdays for annual and sick leave purposes.

Section 3 **Overtime Compensation** - In the event an employee is required to work beyond a normal workweek of not less than forty (40) hours, he/she shall be paid at the rate of time and one-half the employee's regular straight time rate provided the employee actually works his or her normal workweek. Paid annual and sick leave shall be construed as hours worked for purposes of computing overtime. All payments for overtime must be authorized by the Division or Department Head.

Employees who work more than the normally scheduled hours on any workday(s) shall not be required to work a changed schedule during the workweek for the purpose of avoiding overtime compensation in the workweek. Provided, however, the parties hereto acknowledge that in the event of a major emergency or disaster the work schedules of employees may be altered or changed as circumstances and economics dictate. The parties further agree that this paragraph shall not apply to those workers in the Mosquito

Control Department and their work hours shall remain the same as prior to this Agreement.

Section 4 **Procedure for Overtime Assignment** - Overtime work shall be assigned in a manner that will be fair and equitable to the employees and shall be made in a manner as will be consistent with operational efficiency and practicable operations and will be divided equally. Overtime shall be distributed among full time employees on a rotating basis. Overtime records of the County shall be made available to union officials when requested to resolve any question involving distribution of overtime. In the event of an emergency the hours of overtime assigned may be disproportionate but shall be not be done in an arbitrary manner.

Section 5 Compensation for overtime will be in the form of cash payment, unless compensatory time is mutually agreed to by the employee and the Director, Manager, or designee. Employees covered by this agreement who are subject to the provisions of the Fair Labor Standards Act may accrue up to eighty (80) hours of compensatory time. Once this amount of compensatory time has been reached, compensation for additional overtime hours worked will be in the form of cash. Accrued compensatory time must be taken in the quarter of which it was earned unless it is earned in the last two (2) weeks of the quarter and authorized by the appropriate manager. Requests for compensatory leave of five (5) or more consecutive work days must be submitted in writing at least two (2) weeks in advance.

Section 6 Nonexempt personnel during a declared emergency or disaster shall be compensated as follows:

- (a) All nonexempt personnel who are released from work by the County Coordinator on a scheduled work day due to an impending or declared emergency or disaster, shall be compensated at their normal hourly rate for their normal work schedule for the remainder of their shift and up to one (1) additional normal scheduled work day from the date the emergency or disaster is declared.
- (b) In circumstances where the County Coordinator has not granted paid leave, employees directed not to report to work, or who are unable to report to work, may utilize accrued leave in accordance with existing policies. Otherwise, employees shall be placed on unpaid leave of absence until the declared emergency ends.
- (c) All nonexempt personnel who are instructed by their Department Head or the County Coordinator to work during an impending or declared emergency or disaster, shall be eligible for overtime compensation at the rate of time and one-half (1.5 x hourly rate) regardless of whether or not they have worked forty (40) hours in that work week.

Article 13 - Conflicting Laws

It is understood and agreed that the provisions of this Agreement shall be subordinated to any present or subsequent Federal, State, Municipal, or County law or regulations to the extent that any portion hereof is in conflict therewith, and nothing herein shall require Levy County to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity, or laws under which it may from time to time operate or exist, nor anything inconsistent with the order or regulations of any governmental authority having jurisdiction to issue the same.

Article 14 - Miscellaneous

Section 1 Bulletin Boards - Levy County will provide adequate space on existing bulletin boards on which the Union may post, from time to time, notices to provide information or material relevant to members of the bargaining unit. If the Union desires additional space, it may mount a bulletin board for the posting of its notices at locations agreed upon by management and the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be of a material appearance as management and the Union shall approve. The Union agrees that it will not post notices of a defamatory or inflammatory nature and that the Union's principal officer shall be responsible for all notices posted under this section.

Section 2 Union Emblem - Union members will be permitted to wear the lapel or button-type emblem of the Union in a manner that is safe and inoffensive.

Section 3 Credit Union - Payroll deductions for the county's Credit Union will be permitted for each employee who authorizes such deductions, subject to the rules and procedures of the Credit Union.

Section 4 Health and Safety - The following items relating to health and safety will be provided by the County:

- (a) The County shall supply uniforms through a vendor of the County's choosing for each employee in the bargaining unit required to wear a uniform as determined by the County Coordinator. For purpose of this Agreement, "Uniforms" shall mean shirts and pants/shorts and a set of uniforms shall mean five (5) pairs of shirts and pants/shorts. Upon satisfactory

completion of the employees initial probationary period, each employee required to wear a uniform as determined by the County Coordinator, shall be supplied with one (1) set of uniforms as described above through a County-approved vendor as set forth in this Article. Thereafter, reasonable replacement for worn out or damaged uniforms will be provided at the discretion of the County Coordinator. As with other equipment, reasonable care is expected to be taken of uniforms by employees. Obvious negligence or deliberate destruction of uniforms will subject the worker to the possibility of disciplinary action. Shirts supplied by the County shall be worn by employees at all times while working for the County. Failure to do so will subject the worker to the possibility of disciplinary action. The color, style and make of the shirt shall be at the sole discretion of the Department Director, with approval of the County Coordinator. Employees shall additionally be subject to a dress code established by the County Coordinator and included in County policy.

Employees are expected to take care of laundry or cleaning of these uniforms. The County Coordinator shall select one (1) vendor to supply employees with uniforms. The selected vendor shall supply uniforms to newly-hired employees as well as current employees needing replacement uniforms.

The County Coordinator shall designate certain shirts and pants available from the vendor from which the employees may choose. Final word on the uniform items and vendors rest with the County Coordinator. No bargaining unit employee may purchase a uniform from a vendor other than the vendor chosen by the County Coordinator.

In those job activities where safety shoes are required to be worn as determined by the County Coordinator, upon hiring the County will furnish each employee, through a vendor of the County Coordinator's choosing, with one (1) pair of quality steel-toed shoes, OSHA approved, for each particular job function at a value of no less than one-hundred seventy dollars (\$170.00). If worn out or damaged, replacement safety shoes will be provided; however, the employee shall be required to turn into the County the worn out or damaged safety shoes.

Section 5 All employees will have the opportunity to work forty (40) hours per week, providing management can utilize said employee during foul weather. Those employees management request to go home shall receive four (4) hours reporting time pay. Time worked under this clause will be equally divided without discrimination. In the event any employee is required to work in the rain appropriate rain gear shall be provided.

Section 6 County agrees to make a good faith effort to obtain a survey of industrial and domestic chemical use and disposal at its landfill operation on an annual basis in order to determine the risk, if any, to the workers. Obtaining the survey is contingent upon securing the assistance of the Department of Labor in conducting the survey at no charge to the County. County agrees to make the industrial hygiene survey available to the Union immediately upon receipt of the survey study.

Section 7 County encourages employees to obtain a complete physical on an annual basis. For those employees that could be handling toxic waste products, including employees at the landfill operation the County agrees to pay the fee not covered by the County medical insurance coverage. Obtaining the physicals is optional with the employees.

Section 8. The County may, at its sole discretion, issue County owned cellular telephones to bargaining unit employees of the County's choosing. In this regard, the County specifically reserves the right to determine: (1) which employees, if any, will be issued County owned cellular telephones; (2) what type and model of cellular telephones will be issued; (3) which cellular telephone service provider will be utilized for operation of the County issued cellular telephones; and (4) the manner and extent to which the monthly service fee will be covered by the County. The County specifically reserves the right to only provide a set monthly stipend to the bargaining unit employee to offset the monthly service fee.

Article 15 - Wages

Section 1 Effective upon ratification of this Agreement by both parties, all bargaining unit employees will receive an increase in their base pay of \$1, 497.60 (0.72 per hour = \$1,497.60), retroactive to January 1, 2020. This increase of \$1,497.60 in bargaining unit employees' base pay, in addition to the base pay increase set forth in Article 16, Employee Benefits, shall constitute the complete wage increase for year one of this Agreement (October 1, 2019 through September 30, 2020). The year one base pay increase therefore shall be \$3,203.20 (Wages: \$1,497.60 + Insurance offset as specified in Article 16: \$1,705.60) or \$1.54 per hour added to base pay (0.82 + 0.72). Starting pay for all bargaining unit positions shall likewise be increased by these amounts. For year two of this Agreement (October 1, 2020 through September 30, 2021), bargaining unit employees will receive an increase in their base pay of \$500.00 but not an additional insurance offset. For year three of this Agreement, (October 1, 2021 through September 30, 2022), bargaining unit employees will receive an increase in their base pay of \$1,000 but not an additional insurance offset.

Section 2 Longevity Bonus – All employees who have worked for five (5) years or more shall receive an annual bonus of \$100 on that employee's anniversary date. All employees who have worked ten (10) years or more shall receive an annual bonus of \$200 on that employee's anniversary date. All employees who have worked fifteen (15) or more years shall receive an annual bonus of \$250 on that employee's anniversary date.

Section 3 Call-out Guaranty - Employees who are called out to work on a day which is not their regular scheduled workday or at a time which is not a continuation of their

regular shift, shall be guaranteed four (4) hours of pay or their actual time worked plus travel time, whichever is greater. This provision shall not apply to work assigned which is an uninterrupted extension of the work shift but shall apply if an employee is required to come in early and then complete his work shift. The County shall utilize a call-out list when determining which employees to call-out as provided in this section. Employees shall be rotated on the list in order to distribute the opportunity for overtime as equally as possible.

Section 4 Standby Pay - In the event the County requires any employee to be on a “standby status” then, in that event, the employee shall receive two (2) hours pay per twenty-four-hour period. This section in no way requires or infers that the County shall initiate a “standby” program.

Section 5 Step Plan - The following administrative procedures shall be adhered to in the implementation of the pay plan for employees in the bargaining unit.

Entrance Salary Determination:

- (1) (a) Initial appointment - Initial appointment to any position within the bargaining unit shall normally be made at the entrance rate of pay established for the position. Upon recommendation from the Department Head, the County Coordinator may approve the hire of a new employee at a rate of pay above the starting rate of pay. However, a new employee may only be hired at a rate above the entrance rate of pay established for the position if the needs of the County make such hire action necessary; provided that any such exception is

based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. The County Coordinator agrees to notify the Union in writing of any such proposal and allow the Union time to respond in writing prior to filling the position.

- (b) Lateral Transfers: When an employee is either recruited to or assigned another job within the same salary grade they will remain at their current salary level and salary grade to which they are currently assigned. Employees who accept a lateral transfer shall remain at their current hourly rate of pay, shall not be required to serve a probationary period, and shall maintain the same anniversary date for purposes of step movement as provided below.

- (c) Promotion: A promotion is the advancement of an employee from their current position to another open job, with greater responsibilities, in a higher pay grade. The promotion is based on documented, demonstrable increase in the scope of work. The granting of a different title alone, without a change in pay grade,

does not warrant a promotional salary increase.

When an employee is promoted to a classification with a higher base rate of pay, the pay rate of the employee shall be increased three percent (3%), or step 1 of the pay grade to which the employee is assigned, whichever is greater

- (d) Demotion: Demotions are defined as reductions in job duties and responsibilities that result in a salary grade reduction. When an employee is demoted for cause, the employee's salary shall be decreased to the maximum of the new range or the first step which provides a decrease, whichever is greater.

Should the demotion be the result of non-disciplinary action (e.g., a reduction in force), the demoted employee shall receive the rate in the lower position classification pay range which provides the smallest possible decrease in pay. Employees demoted for non-disciplinary reasons shall if possible be reassigned to other duties commensurate with his/her qualifications for the position. The Employer will make a reasonable effort to reassign the employee in accord with the provisions of this section.

- (2) Advancement within a Salary Range – [Note: For the contract

years October 1, 2017 to September 30, 2020, bargaining unit employees shall not advance in steps as set forth in the remaining sections of this Article. The following language is retained in this Agreement only to memorialize the step plan that had been in effect in previous collective bargaining agreements, and to provide a basis upon which to negotiate potential step increases in future years]. Upon satisfactory completion of the probationary period after initial appointment or promotion, the salary of the employee shall be advanced one (1) step to the next higher step in the salary range for the class to which the position is allocated, unless the pay during the probationary period was the maximum for the salary range, in which case there shall be no increase.

After an employee receives his step increase upon completion of the probationary period he shall be granted successive step increases no sooner than twelve (12) months from his date of last increase, until he reaches the maximum step in the salary range. Lump-sum bonuses for above satisfactory evaluations were not approved. (However, lump-sum bonuses referenced in this section shall not be effective for the period starting October 1, 2014 thru September 30, 2017).

For the purposes of this plan, the date of last increase shall be the most recent date upon which any of the following

actions occurred to an employee:

Date on which an employee received his end of probation increase.

Date on which an employee received a step increase.

Salary increases which normally occur on October 1st shall not be considered as the date of last increase.

- (1) The appropriate supervisor shall recommend in writing the advancement in salary of each employee who has met the requirements for pay advancement. Employees who receive a satisfactory evaluation shall be advanced one (1) step to the next higher step in the salary range for the class to which the position is allocated. Employees who receive an above satisfactory evaluation shall in addition to a one (1) step advancement, receive a one-time lump-sum bonus of two (2%) percent of their annual salary which shall not be considered part of the employee's base pay. All ratings of Above Satisfactory or Below Satisfactory must be fully explained, with specific examples given, as provided in Section D of the performance evaluation procedures, herein attached as Addendum "A".

Employees who are already at the top step of the salary range when they are evaluated shall receive a three (3%) percent one-time lump-sum bonus for a satisfactory evaluation, or a

five (5%) percent one-time lump-sum bonus for an evaluation of above satisfactory performance.

- (2) If the employee's performance has not been considered satisfactory during the time period involved, his step increase may be delayed pending improvement. Employees who have had their step increase delayed shall not be eligible for re-evaluation until the following anniversary date, twelve (12) months from the date of their initial performance evaluation. Evaluation for satisfactory service shall be standard in writing throughout the bargaining unit with each activity using the same evaluation procedure. The Employee shall be advised in writing as to the reason his step increase was not granted at the appropriate time, with a copy to the union steward, and if the employee feels the reason was not just cause for denial, he may use the grievance procedure and it will be inserted at Step II. All recommendations for salary advancement within grade shall bear the approval and recommendation of the employee's immediate supervisor and the Department Head.
- (3) For the purpose of determining the initial date upon which employees shall be evaluated for their step increase on or after October 1, 2002, both parties agree that the anniversary date of hire shall be the date upon which employees shall be evaluated. Thereafter, employees shall be evaluated twelve

(12) months from the date of their last evaluation. New hires, or employees who are promoted shall have their date of evaluation set in accordance with Article 6 (a) 2. Thereafter, step increases shall continue in accordance with the terms of the Agreement.

- (4) Employees shall be evaluated on or before their anniversary date each year. Employees who receive a satisfactory or above evaluation shall receive their step increase retroactive to the date of the employee's anniversary.

Article 16 - Employee Benefits

Effective upon ratification of this Agreement by both parties, or upon imposition of this article through the statutory impasse procedures, the County will, regardless of any past practice, provide all bargaining unit employees with employee health insurance coverage only, regardless of which employee plan is selected by the employee and the employee will be solely responsible for the cost of dependent health insurance coverage, regardless of which dependent health insurance plan is selected; provided that the County's limit on the total amount of premiums for all bargaining unit members' employee health insurance coverage shall be 85% annually. Any premium amounts for all bargaining unit members' employee health insurance coverage in excess of 85% annually shall be apportioned to bargaining unit members who elect employee health insurance coverage. To compensate bargaining unit members for any additional costs of employee health insurance coverage as a result of this 85% annual limit, each bargaining unit member electing employee health insurance coverage shall receive in year one of this Agreement only a one-time stipend of \$1,705.60 added to base pay (0.82 per hour = \$1,705.60), effective January 1, 2020.

During the life of this Agreement, the County agrees to furnish the Union's Insurance Agent of Record a copy of any Request for Proposals that the County may issue to solicit proposals to underwrite the County's health insurance plan. The Union must furnish to the County the name and contact information for its Insurance Agent of Record. In the process of reviewing responses to any such Request for Proposals, the Union may designate one Union member of its choosing to be present. The final determination on the selection of an underwriter shall be at the County's sole discretion.

The County will furnish each employee term life insurance in the amount of \$10,000.

Article 17 - Employee Evaluations

With the exclusion of personnel of the rank of Assistant Department Head above, all employees within the bargaining unit shall receive written evaluations annually, utilizing the form attached hereto. Such evaluation shall be carried out by the employee's immediate supervisor who has the daily opportunity to monitor the employee's performance of the factors listed on the evaluation form. Such evaluation shall be reviewed by the department head. (In some cases the department head may be the observing evaluator.)

The form shall contain a space for comments by the evaluator, the department head and the employee. Rating of less than satisfactory must be explained on the form or attached statement by the evaluator and the department head.

The form shall be signed by the evaluator, the department head and the employee. The signature of the employee shall not indicate agreement with the evaluator but only that the evaluation was reviewed and discussed with the employee. Should an employee refuse to sign, the department head shall indicate on the form "Employee refuses to sign" and the date of such refusal, and shall sign such notation. An employee who believes that his or her evaluation is substantially incorrect in that it unfairly reflects his or her job performance in a negative light or fails to recognize the positive work performance can grieve such matter up to Step 3, but such item shall not be grievable to Step 4 unless such evaluation could result in the termination of the employee.

The completed evaluation form shall be placed in the employee's personnel file as part of the employee's permanent record. A copy of the completed evaluation form shall be given to the employee.

Article 18 - Discharge and Discipline

18.1 Employees in the bargaining unit shall not be discharged, suspended, demoted, docked, or otherwise disciplined except for just and proper cause, and in no event until the employee shall have been furnished with a written statement of the charges and the reason or reasons for such action. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 11.

18.2 Employees shall have the right to review their official personnel file upon reasonable request to the agency Head. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the personnel file, attached to the reprimand.

18.3 Disciplinary Action

A. All disciplinary actions shall normally be progressive. The Employer may exceed normal progressive discipline when an employee has committed a number of unrelated offenses. The following are intended as examples of disciplinary actions:

1. Reprimand given orally (oral reprimands may be for the purpose of counseling employees as to possible problems with performance).
2. Reprimand given in writing.
3. Suspension without pay.
4. Demotion.
5. Dismissal.

B. Notwithstanding the provisions of 18.1, the Employer may suspend, demote or discharge an employee for drunken, disorderly or disruptive conduct without the necessity of a letter of reprimand prior to such job action, however, such a letter shall be delivered to the employee within five (5) days of the actual dismissal, demotion or suspension.

18.4 A written reprimand shall be furnished to the employee and the Union Steward. The supervisor shall advise the employee that he has a right to have a Union Steward present at the time the written reprimand is issued. The employee will be requested to sign this reprimand. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand. All letters of reprimand shall become null and void after twenty-four (24) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void.

18.5 Employees, except those serving the initial probationary period, who are subject to dismissal, demotion, suspension, docking, as outlined under Article 18.3, subsections 3, 4, and 5, shall have the right to pre-disciplinary hearing prior to any suspension, demotion or dismissal. The appropriate Union Steward shall be present at such meeting along with the County Coordinator or his designee, and the supervisor who has made the charge. This section shall not apply to drunken, disorderly or disruptive conduct by the employee. The Union Steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance. A waiver of hearing shall be attached to the notice.

Article 19 - Drug Free Workplace and Drug Testing Policy

The County and the Union agree that drug abuse is a significant public health problem in our society. Drug abuse in the workplace negatively affects individual job performance and undermines the public confidence in Levy County and the services provided by Levy County.

Both parties to this Agreement acknowledge the importance of establishing and maintaining a drug free work place and complying with all Federal, State and local regulations related to drug use, including the Federal Drug Free Workplace Act of 1988 and the State comprehensive Economic Development Act of 1990. To the extent that any provision of the Drug Free Workplace and Drug Testing Policy contained in this Agreement conflicts with the requirements of Federal law, the requirements of Federal law will prevail.

As used herein, "drug abuse" includes the use of illicit substance or misuse of controlled substances, alcohol or other psychoactive drugs.

The parties hereto agree that the implementation and administration of a drug free workplace and drug testing policy shall be effected and governed by the document attached hereto and titled "Drug Free Workplace and Drug Testing Policy" as amended in 2013.

Article 20 - Union Membership

The parties acknowledge that employees are free to become members of the Union and/or engage in Union activity, or to refrain from membership or such activities as provided by Florida Statutes, Chapter 447, Part II; provided that it is understood that the Union, as the certified employee organization, shall not be required to process grievances for employees who are not members of the Union.

Article 21 - Entire Agreement

Section 1 The Union acknowledges that it had an opportunity during the negotiations which led to this Agreement, to bargain over any and all subjects not removed by law from the scope of bargaining. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations it being understood that the Union has achieved only those benefits which are expressly set forth in this Agreement.

Section 2 This agreement, upon approval and ratification, unless otherwise provided, shall become effective upon ratification and shall remain in effect through September 30, 2020. Article 15 (Wages) and two (2) other articles for each party may be opened for the fiscal year 2019-20 at the request of either party.

Section 3 This agreement shall remain in full force and be effective during periods of renegotiations.

Article 22 - Term and Signature Page

This Agreement shall remain in effect until midnight, September 30, 2022. Either party may notify the other of the desire to open negotiations for a successor agreement by giving written notice to the other no later than May 1, 2022.

Board of County Commissioners
of Levy County, Florida

Northeast Florida Public
Employees Local 630, LIUNA, AFL-CIO

By: 

Wilbur Dean
County Coordinator

By: _____
Ronnie Burris
Business Manager

Attest: _____
Chairman

Attest: _____
Witness

By: _____
Clerk

Addendum A – Employee Evaluation Procedures

These procedures have been developed for the purpose of implementing a performance evaluation system to be used in evaluating employee performance and in making employment decisions, which system shall be adopted by the County. The system shall include mandatory annual performance evaluations of all bargaining unit employees covered under this Agreement. A copy of the written performance evaluations shall be provided to each employee and discussed with the employee. The employee may make any written comments concerning the evaluation and the comments shall be made part of the employee's employment record.

The purpose of these procedures is to provide a uniform system of performance evaluation for covered employees.

I. OBJECTIVES

- A. The primary objective of this Employee Performance Evaluation System is to provide for improved employee performance.
- B. This Employee Performance Evaluation System will also provide;
 - 1. Better communications between employees and supervisors.
 - 2. Better understanding of job duties and responsibilities.
 - 3. Identification of training needs.
 - 4. Supportive documentation for merit and disciplinary action.

II. PERFORMANCE EVALUATION FORMS

- A. The original completed Performance Evaluation Form is to be forwarded to the County Coordinator's office for placement in the employee's official

personnel file. The activity head is responsible for providing the employee with a copy of the form and for retaining a copy for the Department file.

III. PERFORMANCE EVALUATION DATES

- A. Mid-way through the probationary period. In most cases this will be three (3) months from the time the employee is placed in probationary status. The completed form is due in the County Coordinator's Office no later than fifteen (15) working days after the mid-probation date.
- B. At the end of probation. This evaluation must be completed no earlier than the beginning of the final month of the probationary period and no later than the last day of the probationary period. In most cases, the probationary period is six (6) months. If the probationary period is extended, the County Coordinator must be notified immediately. The completed form is due in the County Coordinator's Office no later than fifteen (15) working days after the end of probation date.
- C. Annually, twelve (12) months from the date of last evaluation, to be defined as the performance evaluation date. The completed form is due in the County Coordinator's Office no later than fifteen (15) working days after the annual performance evaluation date.

IV. THE PERFORMANCE EVALUATION

- A. Conduction and Reviewing the Performance Evaluation
 - 1. The rater shall be the appropriate Supervisor as defined in the County's organizational chart. The rater together with the person to whom the employee normally reports shall complete the Employee

Performance Form and discuss it with the employee. In those cases where an employee may be assigned work by various supervisors, the appropriate Supervisor will make rating decisions after consulting with others for whom the employee has performed work.

2. The appropriate Department Head shall be the reviewer. All ratings must be reviewed. Before the reviewer signs the form, the ratings should be discussed and any differences of opinion should be resolved. The reviewer shall not change the original rating; however, unresolved differences may be noted by comments on the evaluation form by the reviewer. In some cases the rater and reviewer may be the same. In such cases, there will be no review of the completed evaluation before the evaluation is concluded.
3. Upon completion of the review by the appropriate Supervisor, the activity head shall review and shall have final approval of all evaluations.

B. The Performance Evaluation Conference

1. Review the employee's job specification prior to the conference.
2. Choose a quiet location where you will not be interrupted for the conference.
3. First, discuss the employee's strong points.
4. Discussion of the employee's weak points should be a foundation for development. At this point, a program of suggestions and improvements should be outlined in Section

E, Performance Improvement Plan, of the Performance Evaluation Form.

5. Evaluations for an employee should always be based on observable, objective facts.
6. To close the conference, summarize the major points discussed and the future goals that were established.

C. Completion of the Employee Performance Evaluation Form:

Section A. General Information.

Fill out all spaces as instructed.

Section B. Performance Factors to be Evaluated.

1. List the factors which make up the overall job. These factors should consist of specific duties performed and other measurable job-related factors in areas such as attendance, quantity of work, meeting deadlines, etc. Job factors should be developed from class specifications, your knowledge of the job, and any other resources available to you. Each job factor should describe a tangible, observable action or series of actions. Upon assignment to a position an employee is to be given a list of the job factors pertaining to that position.
2. Examples of job factors are provided on the sample Performance Evaluation Forms.

3. The rating scale to be applied to each job factor consists of Satisfactory, Above Satisfactory and Below Satisfactory. An explanation of each value is found on the evaluation form.
4. Unable To Appraise should be indicated for duties not regularly assigned to the position held by the employee being evaluated or for duties which were not performed during the current performance evaluation period.

Section C. Overall Rating

1. An overall rating of job performance is to be indicated in the appropriate space, based on the collective ratings for the job factors listed in Section B.
2. In determining the overall rating, give greater value to the job factors which are more important in terms of total job performance.

Section D. Explanation of Above Satisfactory and Below Satisfactory.

1. All ratings of Above Satisfactory or Below Satisfactory must be fully explained, with specific examples given.
2. The extent to which performance exceeds or fails to meet job requirements should be clearly described.

Section E. Performance Improvement Plan

1. This section is to be used for development of a plan for improvement of employee performance or for career development and may be applicable for employee whose overall performance falls in any of the three rating categories.

2. The plan should include the objectives or goals toward which the employee will be working, methods for achieving those objectives, and the anticipated completion date for each objective.

Section F. Signatures

The Rater, Reviewer, Activity Head and Employee being evaluated must sign the form in the appropriate space. The Rater must advise the employee that it is permissible for him/her to attach comments to the form. If he/she wishes to do so, the space below the employee signature which indicates this must be checked.

Overall Rating of Below Satisfactory

3. If the probationary period of an employee rated as Below Satisfactory has been extended and the maximum length of time permitted for a probationary period is reached, removal of the employee from employment will be necessary.

Addendum B
Drug Free Workplace and Drug Testing Policy (AS AMENDED 2013)

I. GENERAL POLICY

The County's Drug-Free Workplace Policy is aimed at ensuring zero tolerance to illegal drugs at all times and its alcohol-free policy to zero tolerance under circumstances that affect or might affect the safety and well-being of employees, citizens and others, or that adversely affect or might affect the effective operation of County operations. This policy has been implemented in accordance with sections 440.101 and 440.102 of the Florida Statutes.

II. PROHIBITIONS

- A. Illegal Controlled Substances. The County prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to manufacture, sell or distribute illegal controlled substances at any time whether on or off duty and whether on or off County property. Illegal controlled substances are defined by applicable state and federal laws.

- B. Alcohol Abuse. Employees of the County are prohibited from using or possessing alcohol while on duty; while on County premises; while driving a County vehicle; while operating a piece of County equipment; or while being transported in County vehicles at any time. In addition, employees are prohibited from reporting to work under the influence of alcohol and from otherwise using alcohol in a manner at any time which adversely affects or might adversely affect the interests or operations of the County.

III. DEFINITIONS

- A. Mandatory Testing Position. Mandatory testing position shall mean a job assignment that requires the employee to:
 - 1. Carry a firearm;
 - 2. Work closely with an employee who carries a firearm;
 - 3. Perform life-threatening procedures;
 - 4. Work with heavy or dangerous machinery;
 - 5. Work as a safety inspector;
 - 6. Work with children;
 - 7. Work with detainees in the correctional system;

8. Work with confidential information or documents pertaining to criminal investigations;
 9. Work with controlled substances;
 10. Undergo an employee security background check pursuant to section 110.1127 of the Florida Statutes;
 11. Perform job assignments in which a momentary lapse in attention could result in injury or death to another person; or,
 12. Perform safety-sensitive job duties and responsibilities.
- B. Special Risk Position. Special risk position shall mean a position that is required to be filled by a person who is certified under:
1. Chapter 633 of the Florida Statutes (Fire Prevention and Control); or,
 2. Chapter 943 of the Florida Statutes (Law Enforcement).

IV. LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional or in accordance with accepted over the counter uses, the County prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her supervisor if he or she is taking prescription or non-prescription drugs which have the potential to adversely impact the employee's job performance or the employee's ability to work in a safe and efficient manner.

V. DRUG AND ALCOHOL TESTING

- A. Job Applicant Testing. Applicants for employment in special-risk and/or mandatory testing positions are subject to pre-employment drug and alcohol test as a prerequisite to employment with the County.
- B. Routine Fitness-for-Duty Testing. Employees may be required to submit to drug and alcohol testing as part of any routinely scheduled employee fitness-for-duty medical examinations.
- C. Follow-up Testing. Employees who enter into an employee assistance program or any similar rehabilitation program will be subject to drug and alcohol testing as a follow-up to such program. Follow-up testing will be conducted without advanced notice and at least once per year for a period of no less than two years.

D. Reasonable Suspicion Testing. An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in violation of this policy. Reasonable suspicion shall be based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:

1. Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
2. Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;
3. A report of drug use, provided by a reliable source;
4. Evidence that an individual has tampered with a drug test during his or her employment with the County;
5. Information that an employee has caused or contributed to an accident or injury while at work;
6. Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
7. Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

Supervisors who determine that reasonable suspicion exists to require an employee to submit to a drug and/or alcohol test are required to promptly document in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing.

E. Random and/or Suspicionless Testing. Employees who hold special risk or mandatory testing positions are subject to drug and alcohol testing on either a random or a suspicionless basis.

F. Other Lawful Testing. The County reserves the right to conduct any other type of lawful drug or alcohol testing.

VI. DRUGS TESTED FOR AND COMMON MEDICATIONS THAT MAY AFFECT RESULTS

A. Drugs Tested For. Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

- Alcohol (including a distilled spirit, wine, malt beverage or other intoxicating liquor)
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids (marijuana)
- Cocaine
- Methadone
- Methaqualone
- Opiates (heroin, morphine, codeine)
- Phencyclidine (PCP)
- Propoxyphene
- Any other hallucinogen, synthetic narcotic, designer drug or a metabolite of any of the substances listed above

B. Common Medications Which Could Alter or Affect Test Results. Certain prescription and non-prescription medications may alter or affect a drug or alcohol test. Employees and applicants that are subject to testing are obligated to report any prescription or non-prescription medication which could alter or affect test results to the independent Medical Review Officer (“MRO”). The MRO is Dr. Natalie Hartenbaum, who can be reached at FirstLab, 100 Highpoint Drive, Ste. 102, Chalfont, PA 18914; phone number 215.396.5515. Employees and applicants subject to testing have the right to confidentially consult with the MRO for additional or technical information regarding medications which may alter or affect test results. The most common medications which may alter or affect a test include, but are not limited to:

<u>Drug</u>	<u>Medication Which May Alter or Affect Test</u>
Alcohol	Liquid medications containing ethyl alcohol (ethanol). For example many cough syrups, Vicks Nyquil, Comtrex, Listerine contain alcohol
Cannabinoids	Marinol (Dronabinol, Tetrahydrocannabinol (THC))
Amphetamines	Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine
Cocaine	Cocaine HCl topical solution (Roxanne)
Phencyclidine	Not legal by prescription

Methaqualone	Not legal by prescription
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Pectoral Syrup, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbituates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phenrinin, Triad, etc.
Benzodiazepines	Activan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Paxipam, Restoril, Centrax
Methadone	Dolphine, Metadose
Propoxyphene	Davocet, Darvon N, Dolene, etc.

VII. TEST RESULTS

The following procedures will be followed if an employee or job applicant has a confirmed positive test result:

- A. An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO identified above within five working days. If the MRO determines that the employee’s explanation is unsatisfactory, the MRO will report the positive test to the County. The employee or applicant may contest a positive confirmed test result pursuant to this policy, section 440.102 of the Florida Statutes, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of any administrative or civil proceeding challenging the results and to request that the test sample be preserved.
- B. Within 180 days of receiving written notification of a positive test result, an employee or applicant may, at his or her expense, have the positive sample retested at a different laboratory licensed and approved by the Agency for Health Care Administration.
- C. Within five working days after receipt of a positive confirmed test result from the MRO, the County will inform the employee or applicant in writing of the test result, the consequences of the test result and any options that the

County may elect to afford the employee or applicant in accordance with this policy. Within five working days after receiving notice of a positive confirmed test result from the County, the employee or job applicant may submit information to the employer explaining or contesting the test result and explaining why the test result does not constitute a violation of this policy. If the County determines that the explanation is unsatisfactory, the County will provide a copy of the test result to the employee or applicant along with a written reason as to why the explanation was deemed unsatisfactory.

VIII. CONSEQUENCES OF A POSITIVE CONFIRMED TEST, A REFUSAL TO SUBMIT TO TESTING OR TAMPERING WITH A TEST

An employee who has a positive confirmed test, who refuses to submit to a test or who tampers with a test is subject to disciplinary action up to and including termination, may forfeit eligibility for workers' compensation medical and indemnity benefits and may forfeit entitlement to unemployment compensation. A job applicant who has a positive confirmed test, who refuses to submit to a test or who tampers with a test will be ineligible for employment.

IX. CONFIDENTIALITY

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the County's drug testing program are confidential and exempt from the provisions of Chapter 119 of the Florida Statutes (Public Records Law) and may not be used or disclosed except as otherwise provided by section 440.102 of the Florida Statutes or other applicable law.

X. EMPLOYEE ASSISTANCE PROGRAMS

Employee Assistance Programs (EAP) are available to assist employees who voluntarily self-report, prior to being requested to test, drug or alcohol related problems which have not yet adversely affected their job or County operations. Employees who voluntarily seek help, who have not had a positive drug test and who are not participating in EAP at the time or at any previous time, will not be subject to discipline. Employees with drug or alcohol related problems who wish to seek voluntary assistance through the EAP may contact one of the following EAP provider (or any other similar provider):

UNIPSYCH: 1-800-272-3626

Other Helpful Numbers

Drug/Alcohol Abuse Help line: 1-800-362-2644

Drug/Alcohol Abuse 24-hour Crisis Line: 1-800-283-2600

Alcoholics Anonymous: 1-800-252-6465

Drug Abuse Alcoholism & Cocaine: 1-800-333-4444

Employees and applicants who violate this Policy will ordinarily not be eligible to elect participation in EAP in lieu of disciplinary action. The County may permit exceptions to this provision where the County Manager determines, in his or her exclusive discretion, that the specific circumstances warrant. In such circumstances, the County may require that an employee in violation of this policy participate and successfully complete the EAP as a condition of continued employment.

Employees employed in a mandatory testing or special-risk position who enter into EAP, whether voluntarily or involuntarily, will be removed from their mandatory testing or special-risk position and transferred to another position or placed on leave until the successful completion of the EAP. An employee placed on leave may utilize his or her accrued leave, if any, otherwise the leave shall be unpaid.

XI. REPORTING VIOLATION OF THE POLICY

It is the obligation of every employee to report violations of this Policy. Failure to report may subject employees to discipline up to and including termination of employment.

XII. COORDINATION WITH THE HUMAN RESOURCES DEPARTMENT

All action taken by supervisors under this policy must be coordinated through the Human Resources Department to ensure compliance with all applicable laws.

XIII. REPORTING AND CONVICTION OF ARRESTS AND/OR ALLEGED CRIMES INCLUDING DRUGS OR ALCOHOL

- A. All employees must report to their supervisor any arrest, indictment, conviction, plea or pretrial interventions of any type, of a drug or alcohol-related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the County may, at its option, conduct its own independent investigation to determine whether this policy has been violated. If, in the opinion of the County, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. The County shall not be obligated to await the outcome of any pending criminal or legal action prior to taking disciplinary action.

Addendum C - PAY PLAN

PAY GRADE	1	2	3	4	5	6	7	8	9	10	11	12
2	\$7.83	\$8.06	\$8.30	\$8.56	\$8.81	\$9.07	\$9.35	\$9.62	\$9.91	\$10.21	\$10.52	\$10.83
3	\$7.97	\$8.21	\$8.46	\$8.71	\$8.97	\$9.24	\$9.53	\$9.80	\$10.10	\$10.41	\$10.72	\$11.03
7	\$8.57	\$8.82	\$9.08	\$9.36	\$9.64	\$9.92	\$10.22	\$10.53	\$10.85	\$11.17	\$11.51	\$11.83
8	\$8.71	\$8.97	\$9.24	\$9.51	\$9.80	\$10.10	\$10.40	\$10.72	\$11.04	\$11.37	\$11.71	\$12.03
10	\$9.19	\$9.47	\$9.76	\$10.05	\$10.35	\$10.66	\$10.98	\$11.31	\$11.65	\$12.01	\$12.37	\$12.71
14	\$9.88	\$10.18	\$10.47	\$10.79	\$11.11	\$11.44	\$11.80	\$12.15	\$12.51	\$12.89	\$13.27	\$13.63
15	\$10.07	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66	\$12.02	\$12.37	\$12.74	\$13.13	\$13.52	\$13.89
17	\$10.43	\$10.75	\$11.07	\$11.40	\$11.74	\$12.09	\$12.46	\$12.83	\$13.22	\$13.62	\$14.02	\$14.41
26	\$6.86	\$7.07	\$7.28	\$7.50	\$7.72	\$7.95	\$8.19	\$8.43	\$8.69	\$8.95	\$9.22	\$9.48
27	\$7.09	\$7.31	\$7.53	\$7.75	\$7.98	\$8.22	\$8.47	\$8.72	\$8.99	\$9.26	\$9.54	\$9.81
28	\$8.10	\$8.35	\$8.59	\$8.85	\$9.12	\$9.39	\$9.67	\$9.97	\$10.26	\$10.57	\$10.88	\$11.18

29	\$9.64	\$9.92	\$10.22	\$10.53	\$10.84	\$11.17	\$11.50	\$11.85	\$12.20	\$12.57	\$12.94	\$13.31
30	\$9.83	\$10.13	\$10.44	\$10.75	\$11.07	\$11.40	\$11.74	\$12.09	\$12.46	\$12.83	\$13.22	\$13.61
37	\$10.90	\$11.22	\$11.57	\$11.91	\$12.27	\$12.63	\$13.02	\$13.41	\$13.80	\$14.22	\$14.65	\$15.07
39	\$11.21	\$11.55	\$11.90	\$12.26	\$12.62	\$13.00	\$13.40	\$13.79	\$14.21	\$14.63	\$15.07	\$15.51
40	\$11.39	\$11.73	\$12.08	\$12.44	\$12.81	\$13.20	\$13.59	\$14.00	\$14.42	\$14.85	\$15.30	\$15.74
41	\$11.55	\$11.90	\$12.26	\$12.62	\$13.00	\$13.40	\$13.79	\$14.21	\$14.63	\$15.07	\$15.52	\$15.96
42	\$11.69	\$12.03	\$12.39	\$12.77	\$13.15	\$13.54	\$13.95	\$14.37	\$14.80	\$15.25	\$15.70	\$16.14
43	\$11.88	\$12.25	\$12.61	\$12.99	\$13.38	\$13.78	\$14.19	\$14.62	\$15.06	\$15.51	\$15.98	\$16.44
44	\$12.02	\$12.38	\$12.74	\$13.13	\$13.52	\$13.94	\$14.35	\$14.78	\$15.23	\$15.68	\$16.15	\$16.61
45	\$12.17	\$12.54	\$12.91	\$13.30	\$13.69	\$14.10	\$14.53	\$14.96	\$15.41	\$15.88	\$16.35	\$16.81

47	\$12.48	\$12.86	\$13.24	\$13.64	\$14.05	\$14.48	\$14.91	\$15.36	\$15.81	\$16.28	\$16.78	\$17.2
48	\$12.66	\$13.03	\$13.42	\$13.83	\$14.24	\$14.66	\$15.10	\$15.56	\$16.03	\$16.50	\$17.00	\$17.5
49	\$12.82	\$13.21	\$13.60	\$14.01	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24	\$16.74	\$17.23	\$17.7
55	\$13.79	\$14.20	\$14.63	\$15.07	\$15.52	\$15.99	\$16.46	\$16.96	\$17.46	\$17.99	\$18.53	\$19.0
58	\$14.22	\$14.64	\$15.08	\$15.53	\$16.00	\$16.49	\$16.98	\$17.48	\$18.02	\$18.55	\$19.11	\$19.6
59	\$14.32	\$14.75	\$15.19	\$15.65	\$16.12	\$16.59	\$17.10	\$17.61	\$18.13	\$18.68	\$19.24	\$19.8
65	\$17.92	\$18.44	\$18.99	\$19.57	\$20.16	\$20.77	\$21.40	\$22.05	\$22.71	\$23.39	\$24.10	\$24.8
67	\$21.88	\$22.54	\$23.22	\$23.91	\$24.62	\$25.36	\$26.11	\$26.90	\$27.71	\$28.54	\$29.40	\$30.2
68	\$22.63	\$23.31	\$24.01	\$24.74	\$25.48	\$26.25	\$27.04	\$27.85	\$28.69	\$29.55	\$30.43	\$31.3