

# AGREEMENT

Between

NORTHEAST FLORIDA PUBLIC EMPLOYEES '  
LOCAL 630, L.I.U.N.A.



AND



October 1, 20~~21~~<sup>17</sup> through September 30, 202~~40~~<sup>40</sup>

## TABLE OF CONTENTS

|   |    |
|---|----|
| AGREEMENT.....  | 1  |
| ARTICLE 1 - UNION RECOGNITION.....  | 2  |
| ARTICLE 2 - UNION SECURITY AND CHECK OFF.....                                     | 3  |
| ARTICLE 3 - MANAGEMENT SECURITY.....  | 5  |
| ARTICLE 4 - MANAGEMENT RIGHTS.....  | 7  |
| ARTICLE 5 - SPECIAL MEETINGS AND COMMITTEES.....                                  | 8  |
| ARTICLE 6 - UNION STEWARDS AND UNION REPRESENTATION.....                          | 9  |
| ARTICLE 7 - UNION ACTIVITY.....   | 11 |
| ARTICLE 8 - GRIEVANCE PROCEDURE.....  | 13 |
| ARTICLE 9 - DISCHARGE AND DISCIPLINE.....   | 17 |
| ARTICLE 10 - VOLUNTARY SEPARATIONS.....   | 19 |
| ARTICLE 11 - VACATION LEAVE.....  | 20 |
| ARTICLE 12 - SICK LEAVE.....  | 22 |
| ARTICLE 13 - PAID TIME OFF (PTO).....   | 24 |
| ARTICLE 14 - <del>UNSCHEDULED LEAVE</del> <u>HOLD</u> .....                       | 29 |
| ARTICLE 15 - OTHER LEAVE.....   | 31 |
| ARTICLE 16 - HOLIDAYS.....  | 33 |
| ARTICLE 17 - HOURS OF WORK AND OVERTIME PAYMENT.....                              | 35 |
| ARTICLE 18 - WAGES.....   | 39 |
| ARTICLE 19 - INJURY-IN-THE-LINE-OF-DUTY.....                                      | 45 |
| ARTICLE 20 - EMPLOYEE BENEFITS.....   | 46 |
| ARTICLE 21 - SAFETY AND HEALTH.....   | 49 |
| ARTICLE 22 - BULLETIN BOARDS.....   | 51 |
| ARTICLE 23 - SEVERABILITY.....  | 52 |
| ARTICLE 24 - SAVINGS CLAUSE.....  | 53 |
| ARTICLE 25 - TIME CLOCKS.....   | 54 |
| ARTICLE 26 - SENIORITY.....   | 55 |
| ARTICLE 27 - JOB QUALIFICATIONS, PROMOTIONS & AUTOMATIC<br>RECLASSIFICATIONS..... | 57 |
| ARTICLE 28 - ENTIRE AGREEMENT.....  | 61 |
| SIGNATURE PAGE.....   | 62 |
| APPENDIX A - PAY STRUCTURE.....   | 63 |
| APPENDIX B - DRUG/ALCOHOL TESTING POLICY.....                                     | 65 |
| APPENDIX C - TRAINING.....  | 66 |

## AGREEMENT

THIS AGREEMENT is entered into as of October 1, 20~~21~~<sup>17</sup> between NASSAU COUNTY, FLORIDA, hereinafter referred to as the Public Employer, and the NORTHEAST FLORIDA PUBLIC EMPLOYEES LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (AFL-CIO), hereinafter referred to as the Union. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There are not and shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this agreement. It is understood that the County of Nassau is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public and both parties hereto recognize the need for continuous and reliable service to the public.

## ARTICLE 1 - UNION RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Public Employer recognizes the Union as the exclusive collective bargaining representative for those employees (All references to employees in the male gender of this agreement are used for convenience only, and should be interpreted to include both males and females) in the defined bargaining unit (See attached Appendix "A"), for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit; unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented. Employees shall mean all classified employees who are employed by Nassau County and whose classifications appear on the attached Appendix A. Specifically excluded are: department heads, division chiefs, agency heads, managerial and confidential employees within the meaning of Section 447.203 (4,5), Florida Statutes, all other employees of Nassau County and its other agencies not specifically included in Appendix A, and all employees of the Nassau County School Board.

1.2 It is further understood and agreed that the Business Manager of Local 630, Laborers' International Union of North America, AFL-CIO, or his alternate will be the official spokesman for said union in any matter between the Union and the Public Employer. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such designation shall be included in such written designation.

## ARTICLE 2 - UNION SECURITY AND CHECK OFF

2.1 The Public Employer will place one (1) copy of this agreement, as updated, in each working location. The Public Employer will also provide a copy of this agreement to employees of the bargaining unit, as requested to Human Resources.

2.2 In accordance with Chapter 447, Florida Statutes, public employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the Public Employer in the determination of the terms and conditions of their employment.

2.3 Upon receipt of a written authorization from an employee covered by this agreement, the Public Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for twenty-six (26) deductions per year. The Public Employer will remit to the Union such sums within thirty (30) days. Changes in the union membership dues rate will be certified to the Public Employer in writing over the signature of the authorized officer or officers of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that; the remittance is incorrect.

2.4 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pensions, credit union and health and life insurance. Any dues not deducted shall be deducted the following pay period.

2.5 The Public Employer will deduct and transmit bi-weekly to the Northeast Florida Public Employees PAC Fund up to \$4.00 a pay period from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees from whom such deductions have been made and the amount deducted from each employee.

2.6 The Employer will deduct and transmit, monthly to the Northeast Florida Public Employees Group Legal, an amount designated by the Union, from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of employees from whom such deductions have been made and the amount deducted from each such employee.

2.7 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any deductions for union dues, group legal or PAC fund.

2.8 An employee may revoke his authorization for deduction of the union dues, uniform assessments, group legal or PAC fund, provided the employee gives thirty (30) days notice to the employee organization and the Public Employer by certified mail. Dues revocation will be processed through the Union.

### ARTICLE 3 - MANAGEMENT SECURITY

3.1. The Union and its officers, Agents and members agree that during the life of this agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or intentional interruption of employer operations, during the term of this agreement. The consideration for such provision is the right to a resolution of disputed questions. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provisions preventing strikes, slow-downs, concerted stoppages of work, or intentional interruptions of employer operations was violated by the employee to be discharged or otherwise disciplined.

3.2 A. The Union, its representatives, agents, members or any persons acting on their behalf agree that "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited.

B. No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

C. The circuit courts of this state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by his Public Employer, notwithstanding further provisions of any collective bargaining agreement.

3.3 The Public Employer and the Union agree that the basic intent to this agreement is to provide a fair day's work in return for a fair day's pay, and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of employees' skill and ability without regard to race, color, creed, national origin or sex. Furthermore, the Public Employer agrees to abide by any applicable Florida Statute pertaining to public employment within the scope or knowledge of the Public Employer.

3.4 The Employer and the Union agree to comply with the Americans with Disabilities Act of 1990.



#### ARTICLE 4 - MANAGEMENT RIGHTS

4.1 It is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract. It is also the right of the Public Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.

## ARTICLE 5 - SPECIAL MEETINGS AND COMMITTEES

5.1 The Public Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Factors to be considered shall be actual pay, benefits, hazards of the job, duties expected and required and other related conditions that would be included as factors. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to re-negotiate this agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request, and at a time and place mutually agreeable to the parties. The Union shall have the right, at these special meetings, to recommend to the Public Employer corrections to any inequities known to the Union. The Public Employer shall respond in writing to the affected employees within ten (10) calendar days, with a copy forwarded to the Union.

## ARTICLE 6 - UNION STEWARDS AND UNION REPRESENTATION

6.1 The Public Employer recognizes and shall deal with all the accredited union stewards, the union Business Manager, and any other officer listed in Section 1.2 of this agreement in all matters relating to grievances and interpretation of the agreement.

6.2(A) Employees covered by this agreement will be represented by Stewards so designated by the Union in the following locations.

| <u>LOCATION</u>        | <u>NUMBER OF STEWARDS</u> |
|------------------------|---------------------------|
| Westside R&B           | 1                         |
| Eastside R&B           | 1                         |
| Facilities Maintenance | 1                         |
| Custodial              | 1                         |
| Solid Waste            | 1                         |
| Animal Control         | 1                         |
| <del>NAU</del>         | <del>1</del>              |

(B)The Union may appoint two (2) of the above stewards as Roving Stewards.

6.3 The Public Employer and the Union recognize the need for expansion within Nassau County. When additional permanent work locations are created, the Public Employer and the Union will meet, at the request of either party, for the purpose of mutually determining the stewardship needs of the Union. A written list of the union stewards, and alternates, shall be furnished to the Public Employer prior to the effective date of their assuming duties of office. The Union shall notify the Public Employer promptly of any changes of such union stewards. No union steward will perform any grievance work unless the above has been complied with. The alternate steward shall only perform as a steward in the event of the physical absence of the regular steward.

6.4 Officials of the Union, as designated in Section 1.2 of this agreement may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. Officials, as designated above, shall be able to talk

with employees before or after regular working hours or during lunch hours of said employees on Public Employer's property in areas mutually agreed on by the Union and the Public Employer.

6.5 Arrangements will be made for officers or accredited representatives of the Union to be admitted to the property of the Public Employer during working hours for the purpose of ascertaining whether or not this agreement (contract) is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Public Employer is not normally open for visitation, then the Public Employer shall provide a responsible escort to that union officer or accredited representative provided this service is arranged for in advance.

6.6 The Public Employer agrees to give at least thirty (30) calendar days notice to the Union prior to any vote by the Board of County Commissioners of Nassau County having the net effect of reducing the work force of the bargaining unit.

6.7 All files of the employee shall be open for investigation by the appropriate union steward in the investigation of any grievance. However, such investigation will be in the presence of or with the permission of the employee.

## ARTICLE 7 - UNION ACTIVITY

7.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to investigate and settle grievances at Step 1 and above, when such investigation is required for the prompt and effective settlement of the grievance in question. Work loss must be minimized. It is acknowledged that the steward must advise his supervisor of the requirement and secure permission before conducting such investigation and such permission will not be unduly withheld. In the investigation of grievances, stewards shall not be allowed to unduly hamper the work operations of the Public Employer by conferring with other employees. Union stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. Union stewards shall not conduct any grievance work on premium time except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisory permission shall be given verbally to the union steward provided that said verbal authorization ~~i~~ensures adequate control of the steward's time, otherwise written permission shall be required. If it becomes necessary for a union steward to receive written permission, the Public Employer will provide a form which will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

7.2 Union stewards shall be active employees~~7~~ and shall be members of the bargaining unit.

7.3 Union representatives and union stewards while on public property are subject to the same rules of the Public Employer as are all other public employees, except as specifically provided in this agreement.

7.4 Active solicitation by the Union of grievances and the collection of union monies shall not be engaged in on public property, and during the working hours of those employees being solicited, if such is the case.

7.5 While on a leave of absence, no employee shall function as a union steward without mutual consent of the Union and the Public Employer.

7.6 When it becomes necessary for a union steward to enter an

area other than his own for the purpose of conducting union business authorized by this agreement, he must secure permission from the supervisor of that area and notify him of his presence and the general nature of his business. Such permission shall not be unduly withheld.

7.7 Nothing in this agreement shall be construed to prevent any public employee from presenting, at any time, his own grievance, in person or by legal counsel to his public employer, and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

7.8 Employees of the designated bargaining unit shall have a right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining and other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, relating to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination or reprisal. There shall be no restraint, discrimination, intimidation or reprisal against any employee because of that employee's membership, or lack of membership, in the Union or by virtue of his holding office, or not holding office in the Union. This provision shall be applied to all employees in the bargaining unit by the Public Employer and the Union.

7.9 It is agreed that all stewards have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

7.10 The Public Employer shall allow up to sixteen (16) hours of on-duty steward training per fiscal year per Union Steward as listed in 6-~~3~~. Approval for such training must be obtained at least thirty (30) days in advance.

## ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance is defined as a claim reasonably founded on a violation of this Agreement. Any grievance filed shall refer to the provisions or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. The grievance will systematically follow the steps of the grievance procedure contained in Article 8, except as otherwise provided for in Florida Statutes, 447.401.

### STEP I:

The aggrieved employee shall present the grievance in writing to his or her Immediate Supervisor within ten (10) work-days of the date the employee had knowledge of the event giving rise to the grievance or within ten (10) work-days of the date the employee reasonably should have had knowledge of the event giving rise to the grievance. The Immediate Supervisor shall meet with the aggrieved employee, and at the employee's request, the appropriate union representative within ten (10) workdays following receipt of the written~~concerning the~~ grievance. The Immediate Supervisor shall notify the aggrieved employee of his decision in writing, with a copy to the Union, not later than ten (10) workdays following the meeting date.

### STEP II:

If the employee is not satisfied with the Step I decision, the aggrieved employee may within ten (10) work-days of receipt of the Step I decision, submit a written appeal to the Department Head. The Department Head shall meet with the aggrieved employee, and at the employee's request, the appropriate union representative, within ten (10) work-days following receipt of the written appeal. The Department Head shall obtain the facts concerning the alleged grievance and provide his or her decision in writing, to the employee, with a copy to the Union and the County Manager not later than ten (10) work-days following the meeting date.

### STEP III:

If the aggrieved employee is not satisfied with the Step II decision, the aggrieved employee may submit a written appeal to the County Manager within ten (10) work-days of receipt of the Step II decision. The County Manager shall meet with the aggrieved employee, and at the employee's request, the appropriate union representative, within ten (10) work-days of receipt of the appeal. The County Manager shall render a written decision to the employee,

with a copy to the Union and the Department Head, within ten (10) work-days of the meeting. The County Manager's decision will state the grievance and, if applicable, pertinent policies or regulations.

## 8.2 Rules for Grievance Processing:

It is agreed:

(a) The time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

(b) A grievance presented at any of the above steps shall be dated and signed by the aggrieved employee presenting it.

(c) Failure to follow the Rules for Grievance Processing outlined herein will result in the denial of the grievance.

(d) When a grievance is presented, the Public Employer's representative shall acknowledge receipt of it and the date thereof in writing.

(e) A grievance not advanced to the higher step within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

(f) In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

(g) When a grievance is reduced to writing, there shall be set forth in the grievance all of the following:

1. A complete statement of the grievance and the facts upon which it is based.
2. The section or sections of this agreement claimed to have been violated.
3. The remedy or correction requested.

(h) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be retroactive to the date of the occurrence of the violation.

(i) Grievances filed by the Union affecting two (2) or more



employees in accordance with Section 8.1, shall be signed by the designated steward or the appropriate union representative and shall contain the names of the aggrieved employees. Thereafter, it shall follow the procedure as set forth in Article 8 entitled Grievance Procedure.

(j) The Union shall be notified of all grievance hearings and shall be allowed to attend any grievance hearing per F.S. 447.310(4). Said notification shall be deemed complete upon written notice to the member giving rise to the grievance.

8.3 Arbitration. If the grievance is not settled in accordance with the provisions of Article 8.1, the Public Employer, or the Union, as the case may be, may request arbitration by serving written notice of intent to appeal on the County Manager, no later than twenty (20) work-days after receipt of the Public Employer's response in Step III, together with a written statement of the specific provision(s) of this agreement at the issue. If the grievance is not appealed to arbitration within said twenty (20) work-days, the Public Employer's Step III answer shall be final and binding upon the aggrieved employee and the Union. Upon appeal to arbitration, the Public Employer or employee may, in the written notice requesting arbitration, include the names of two (2) Florida Supreme Court approved mediators for the Fourth Judicial Circuit, either of whom is acceptable to the Union, Public Employer or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one (1) of the persons listed or some other person qualified to arbitrate, then the parties may request the services of the Federal Mediation and Conciliation Service (FMCS). If the Federal Mediation and Conciliation Service (FMCS) is utilized, the arbitrator shall be chosen pursuant to their procedures. Notwithstanding the provisions of this section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

Section 1. At the conclusion of the arbitration hearing, post hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) days after the hearing is concluded, or receipt of briefs, to render his award that findings of fact. Post-hearing briefs must be filed within thirty (30) work-days of the arbitration hearing.

Section 2. With respect to the interpretation, enforcement or application of the provisions of the agreement, the decisions, findings and recommendations of the arbitrator shall be final and binding on the parties to this agreement. However, the authority

and responsibility of the Public Employer as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this agreement.

Section 3. The arbitrator shall have no authority to modify, amend ignore, add to, subtract; from, or otherwise alter or supplement this agreement, or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issue(s) submitted to him in writing by the Public Employer and the Union and shall have no authority to consider or rule upon any matter which is stated in this agreement not to be subject to arbitration, or which is not specifically covered by this agreement. All testimony given at the arbitration hearing will be "under oath". The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) which is presented to him, which question(s) must be actual and existing. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to an extension of said limitation. Consistent with this section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. In any event occurred or failed to occur prior to the effective date of this agreement, it shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

Section 4. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents.

Section 5. The cost and expense incurred by the impartial arbitrator shall be shared equally by both parties. If a transcript of the proceedings is requested, then the party so requesting shall pay for it. If an employee acting independently of and in disregard of the position of Union in matters relating to arbitration, such employee shall pay his share of the expenses of the arbitrator's cost and expense.

## ARTICLE 9 - DISCHARGE AND DISCIPLINE

9.1 Employees in the bargaining unit, except those serving an original probationary period, shall not be discharged, suspended, docked, or otherwise disciplined except for cause. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 8.

A new hire serving an original probationary period is considered an "at will" employee and therefore does not have rights under Article 9.

9.2 Employees shall have the right to review their official personnel file upon reasonable request to the Human Resources Department. 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 and attached to the reprimand.

### 9.3 Disciplinary Action

All disciplinary actions shall occur within forty-five (45) days of the event given rise to the discipline and shall normally be progressive when deemed appropriate. 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. Dismissal.

The employee will be required to sign this reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand.

### 9.4 Oral and Written Reprimands

A copy of all oral and written reprimands shall be furnished to the employee and the union steward within one (1) week from the date the employee signs the reprimand. The supervisor shall advise the

employee that he has a right to have a union steward present at the time the reprimand is issued. After twelve (12) months from the date of issue, all oral reprimands shall become null and void, as evidenced by a stamp with copies provided to the appropriate union steward and employee. After becoming void, oral reprimands may not be used as a basis for discharge or disciplinary action.

#### 9.5 Suspensions and Dismissals

Progressive discipline will be applied when deemed appropriate, in the sole discretion of the County. Each situation is determined on its specific facts and depending upon the severity of the offense and other relevant factors could lead straight to suspension or dismissal.

Employees subject to Steps 3 or 4, as outlined in Article 9.3, shall have the right to a factfinding meeting, ~~unless said action is for Unscheduled Leave as outlined in Article 27.~~ The appropriate union steward shall be present at such meeting along with the Department Head and the supervisor who has made the charge. Upon completing the fact-finding, the Department Head shall provide a written recommendation with all supporting documentation to the County Manager and Human Resources for approval of the outcome prior to implementation. 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 of such meeting.

## ARTICLE 10 - VOLUNTARY SEPARATIONS

10.1 An employee who desires to resign or retire from Nassau County shall submit a written notice to the Department Head no less than ten (10) working days in advance of the final work-day. Last days of employment shall fall on a normal working day in which the employee is scheduled to work. The written notice, or a copy thereof, shall be filed in the employee's personnel file.

10.2 Employees are not eligible to use accrued leave during the last two (2) weeks of employment; however, employees may use leave without pay during this time with Supervisor/Department Head approval.

10.3 No employee shall absent himself from duty without authorized leave except in cases of sickness or emergency. An employee who is absent without authorized leave of absence for three (3) consecutive working days shall be deemed to have abandoned his position and to have resigned.

## ARTICLE 11 - VACATION LEAVE

11.1 Article 11, in its entirety, does not apply to employees hired after February 1, 2013 as they do not accrue Vacation Leave. Employees hired after February 1, 2013 should reference Article 13 of this agreement for their leave accruals.

11.2 All full-time employees covered by this agreement shall accrue vacation leave per the following schedule:

| <u>YEARS OF SERVICE</u><br><u>Period</u> | <u>HOURS PER YEAR</u> | <u>Hours Per Pay</u> |
|--|-----------------------|----------------------|
| 0 months through 4 years                 | 80 hours              | 3.08 hours           |
| 5 years through 10 years                 | 120 hours             | 4.62 hours           |
| 11 years through 15 years                | 160 hours             | 6.15 hours           |
| 16 years or more                         | 200 hours             | 7.69 hours           |

Vacation days will accrue bi-weekly to the credit of the employee at the rate stated above. ~~Vacation leave shall be earned during the first year of employment, but employees may not take any of their accrued vacation until they have completed the initial six (6) months of employment.~~ The rate of accrual shall change to the higher rate on the first pay period following the employment anniversary (Date of Employment).

11.3 Upon written request and with at least fifteen (15) days advance notice, an employee taking at least one (1) week of authorized paid vacation may have advanced to him pay for the approved vacation leave on his last regular pay day prior to beginning the paid vacation. Repayment of the advancement shall occur on the next pay day.

11.4 Vacation leave may be taken when requested by the employee in writing and approved by the appropriate supervisor in writing. Requests for vacation leave must be submitted in writing at least two (2) weeks in advance for vacation leave of five (5) or more consecutive work-days. Requests for vacation leave of less than five (5) consecutive work-days should be submitted on a day for day basis. Scheduling of vacation leave will be based on seniority and classification within the department for the first request of five (5) days or more. Example: A request for three (3) days of vacation leave shall require three (3) days advance notice. Days shall be construed as working days. The Public Employer will

make every effort to meet the written request of the employee consistent with the requirements of its operations. Any portion of said leave which has accrued to the credit of the employee may be taken.

11.5 Absence on the account of sickness, injury or disability in excess of that authorized for such purposes may, at the request of the employee and within the discretion of the Public Employer, be charged against any accrued vacation leave allowance, and is not subject to the time limitations as outlined in Article 11.4.

11.6 Employees who retire or resign in accordance with Article 10 shall ~~either take or~~ be paid a lump sum payment for any unused accrued vacation leave. The option of the lump sum payment for vacation purposes is vested in the Public Employer. The effective date of termination in these cases must allow for the period of vacation leave to which the employee is entitled. An employee who is dismissed for cause will be required to forfeit all accrued leave. Failure of an employee to give proper notice of ten (10) working days with his resignation will result in the forfeiture of all accrued vacation.

11.7 Employees may accrue up to a maximum of four-hundred (400) hours of vacation leave. For purposes of sell back to the County, employees who have accrued four-hundred (400) hours as of September 30<sup>th</sup> of each year may elect to sell back up to ~~forty~~ (40)one hundred (100) hours at the employee's current regular rate of pay. Said payment shall be made in the first payday in ~~December~~November. Any hours over four hundred (400) not eligible for sell back will be forfeited as of September 30<sup>th</sup> each year.

11.8 Any vacation leave the employee has accrued prior to the effective date of this agreement shall be credited to the employee.

11.9 All vacation leave, sick leave, ~~and~~ and compensatory time, ~~and bonus days~~ may be posted on bulletin boards at yards quarterly.

11.10 Employees taking accrued vacation leave shall be charged in increments of not less than one-quarter (1/4) of an hour.

## ARTICLE 12 - SICK LEAVE

12.1 Article 12, in its entirety, does not apply to employees hired after February 1, 2013 as they do not accrue Sick Leave. Employees hired after February 1, 2013 should reference Article 13 of this agreement for their leave accruals.

12.2 Employees receiving pay on the active payroll will accrue sick leave bi-weekly at the rate of four (4) hours per bi-weekly pay period.

Employees may accrue up to a maximum of seven hundred twenty (720) hours of unused sick leave. For purposes of sell back to the County, sell back shall be at the employee's current regular rate of pay, for only the unused hours above the seven hundred twenty (720) hours accrued as of September 30<sup>th</sup> of each year. Said payment shall be in the first pay day in ~~November~~December.

Employees retiring from Nassau County under the terms and conditions of the Florida Retirement System (FRS) shall ~~take or~~ be paid a lump sum for any unused accrued sick leave. Employees laid off in accordance with Article 26.2 shall be paid a lump sum for any unused accrued sick leave. Employees who resign or are terminated for any reason other than retirement or layoff shall forfeit all accrued sick leave.

12.3 Sick leave will be granted during a genuine illness of the employee, the serious illness of a member of his immediate family or when an unscheduled event arises which causes the employee to call in late to work. All employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this section. Uses of sick leave in any fiscal year shall not require a certificate from a medical doctor, unless the period of absence is for four (4) or more~~in excess of three (3)~~ consecutively assigned work-days, in which case a doctor's certificate shall be required no later than the date the employee returns to work. Employees shall provide the doctor's certificate to the Department Head before ~~or immediately after~~ clocking in. Employees not providing a doctor's certificate will not be able to clock in to work until one is provided. Employees who~~also~~ have sick leave or annual leave, in accordance with 11.5 to cover the absence, shall not be subject to discipline. ~~The certificate shall state any work restrictions due to their illness/injury.~~

12.4 All employees, when required by the Public Employer, will notify their supervisor or his designee reasonably in advance of



their scheduled reporting time on the first day of their intended absence due to illness. The employee will furnish adequate explanation of his illness to Human Resources, when requested, to determine that such sick leave should be allowed. Absences under sick leave conditions will be subject to investigation by the appropriate supervisor. The Public Employer has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on Public Employer time and at Public Employer expense.

12.5 Sick leave may be charged in increments of not less than one-quarter (1/4) of an hour.

12.6 Should an employee be absent due to illness and fail to comply with the rules and regulations covering sick leave, such employee shall be charged with leave without pay for such absence.

12.7 Sick leave will not be charged for absences on prearranged overtime work, unscheduled call-in overtime work-days, or holidays.

~~12.8 Employees in the bargaining unit who complete any quarter (January 1<sup>st</sup>—March 31<sup>st</sup>, April 1<sup>st</sup>—June 30<sup>th</sup>, July 1<sup>st</sup>—September 30<sup>th</sup> or October 1<sup>st</sup>—December 31<sup>st</sup>) without charging sick leave or Leave Without Pay, shall accrue one (1) bonus day off with pay at the completion of the quarter, at the employee's normal straight time rate. Bonus days shall be scheduled off when mutually agreeable with management, but must be taken off within the twelve (12) month period after it is earned. Employees when eligible and authorized may use their bonus days for any reason they deem necessary. However, at no time will bonus leave used count as time worked for the purposes as overtime.~~

12.89 Any sick leave the employee has accrued prior to the effective date of this agreement shall be credited to the employee.

## ARTICLE 13 - PAID TIME OFF (PTO)

13.1 All full-time employees, hired after February 1, 2013, shall accrue Paid Time Off (PTO) Leave in accordance with the following formula effective the pay period following ratification by the BOCC:

| <u>Years of Employment</u>                            | <u>Hours Per Year</u> |
|---|-----------------------|
| 0 through the end of the 4 <sup>th</sup> year         | 140                   |
| 5 years through the end of the 10 <sup>th</sup> year  | 160                   |
| 11 years through the end of the 15 <sup>th</sup> year | 180                   |
| 16 years and over                                     | 200                   |

Part-time employees, hired after February 1, 2013, shall accrue PTO Leave on a prorated basis.

Eligible employees will accrue PTO Leave for hours worked in their regular scheduled workweek.

Employees shall continue to accrue PTO Leave while using such leave with pay.

For purposes of calculation, new employees will begin to accrue PTO Leave during the first full pay period after employment.

13.2 Accrued PTO Leave not used during the year in which it is earned may be accumulated subject to the following limitations:

Employees shall be permitted to accumulate ~~ninety (90)~~ one hundred forty (140) days, ~~seven hundred twentyone thousand, one hundred twenty (71,120)~~ hours of unused PTO Leave as of September 30<sup>th</sup> of each year. For purposes of sell back to the County, employees who have accrued four hundred (400) hours as of September 30<sup>th</sup> of each year may elect to sell back up to forty-eight (48) hours at the employee's current regular rate of pay. ~~Any employee who has accumulated the maximum of PTO Leave shall be paid for any unused PTO Leave above ninety (90) days accrued as of September 30<sup>th</sup> of each year at fifty percent (50%) of their current hourly wage.~~ Said payment shall be made on the first payday in November ~~December~~.

13.3 Upon completion of the employee's first ~~threesix~~ (36) months of employment, the employee shall be eligible to use such leave as earned, subject to approval by the Department Head.

**PTO Leave May Be Granted For:**

1. Vacations
2. Absences due to illness of the employee or the employee's family member.
3. Absences due to the death of a family member.
4. Absences for transactions of personal business.
5. Religious holidays other than those designated by the Board of County Commissioners.
6. Absences from work not covered by another type of leave provision established by the BOCC.

~~13.4 Employees hired on or after February 1, 2013 are not eligible to accrue bonus leave for non use of sick leave or personal holidays.~~

~~Employees can accrue Safety and Health Bonus leave in accordance with Article 21.9.~~

13.45 PTO leave requests may be taken when requested by the employee in writing and approved by the appropriate supervisor in writing. Requests for leave must be submitted in writing at least two (2) weeks in advance for leave of five (5) or more consecutive work-days. Requests for leave of less than five (5) consecutive work-days should be submitted on a day for day basis. Scheduling of leave will be based on seniority and classification within the department for the first request of five (5) days or more.

All PTO leave and compensatory time may be posted on bulletin boards at the yards quarterly.

13.56 Department Heads can consider same day requests for illnesses.

Such leave will be granted during a genuine illness of the employee or the serious illness of a member of his immediate family. All employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this section. Uses of PTO leave for illnesses in any fiscal year shall not require a certificate from a medical doctor, unless the period of absence is for four (4) or more~~in excess of three (3)~~ consecutively assigned work-days, in which case a doctor's certificate shall be required no later than the date the employee

returns to work. Employees shall provide the doctor's certificate to the Department Head before ~~or immediately after~~ clocking in. Employees not providing a doctor's certificate will not be able to clock in to work until one is provided. Employees providing a doctor's certificate who also have PTO leave to cover the absence, shall not be subject to discipline. The certificate shall state any work restrictions due to their illness/injury.

All employees when required by the Public Employer will telephonically notify their supervisor or his designee reasonably in advance of their scheduled reporting time on the first day of their intended absence due to illness. The employee will furnish adequate explanation of his illness to Human Resources, when requested, to determine that such leave should be allowed. Absences under illness leave conditions will be subject to investigation by the appropriate supervisor. The Public Employer has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on Public Employer time and at the Public Employer's expense.

Should an employee be absent due to illness and fail to comply with the rules and regulations covering such leave, such employee shall be charged with leave without pay for such absence.

PTO leave for illnesses will not be charged for absences on prearranged overtime work, unscheduled call-in overtime work-days, or holidays.

13.~~6~~7 Employees who resign or separate for any reason other than retirement or lay-off from the County are not eligible for any payout of accrued PTO Leave.

Employees who separate because they retire in accordance with the Florida Retirement System (FRS) or beneficiaries of employees who pass away shall be paid a lump sum payment for any unused PTO Leave based upon the following scale:

| <b>Years of Completed<br/>Service with Nassau<br/>County</b> | <b>Accruals<br/>Paid Out</b> |
|--|------------------------------|
| 10 through 19  | 1/3                          |
| 20 through 29  | 2/3                          |
| 30 +   | 100%                         |

PTO Leave payouts for retiring employees will be paid out in accordance with Employee Policies and Procedures, Section ~~1.158-13~~, Final Paychecks and Payouts Upon Separation.

In the case of death of an employee, payment for unused PTO Leave shall be made payable to the employee and provided to his/her beneficiary, estate or as provided by law. Such payment shall be made within six (6) months after notification of the deceased's legal representative when possible and shall be at the employee's hourly rate of pay at the time of passing.

Employees shall be paid for unused PTO Leave upon layoff due to a Reduction in Force. Such payment shall be made at one hundred percent (100%) of the individuals' current rate of pay and shall not exceed the maximum of seven-hundred-twenty (720) hours.

13.~~78~~ PTO Leave, as a recognized benefit extended by the Board of County Commissioners to its employees, will be subject to the following restrictions:

1. The minimum charge for PTO Leave shall be one-quarter (0.25) hour.
2. PTO Leave may not be taken until earned.
3. Employees are not eligible to use accumulated PTO Leave during their first ~~threesix~~ (~~36~~) months of employment.
4. Employees who are on an approved leave without pay or in a non-pay status will not accrue PTO Leave once all leave is exhausted. Accrued leave is considered exhausted when the only available leave used in any pay period is the leave which was accrued from the previous pay period. Donated leave is not considered when determining non-pay status for the purposes of leave accruals.
5. Employees are not eligible to use PTO Leave during the last two (2) weeks of employment; however, employees may use leave without pay during this time with Supervisor/Department Head approval.

13.~~89~~ When any employee transfers from one BOCC department to another, all PTO Leave accrued under the previous department is retained. Payment for accrued PTO per this policy shall be made at the employee's rate of pay at the time of payment.

Employees may not transfer accrued Leave from Federal, State or

other Government Agencies; University or Community College systems; School Boards; or Special Tax Districts.

| 13.~~910~~ Employees may elect to donate leave to other employees of the Nassau County Board of County Commissioners in accordance with Employee Policies and Procedures, Section 4.04, Donation of Leave.

## ARTICLE 14 - ~~HOLD~~UNSCHEDULED LEAVE

### INTENTIONALLY LEFT BLANK

~~14.1 Effective November 1, 2017, employees will be allotted two unscheduled leave occurrences within a 12-month period without repercussion. Any occurrences incurred after two in a 12-month rolling period will be disciplined in accordance with Article 9 of the Collective Bargaining Agreement (CBA) as follows:~~

~~1<sup>st</sup> Occurrence in 12 months — Forgiven~~

~~2<sup>nd</sup> Occurrence in 12 months — Forgiven~~

~~3<sup>rd</sup> Occurrence in 12 months — Step 1 Discipline — Oral Reprimand~~

~~4<sup>th</sup> Occurrence in 12 months — Step 2 Discipline — Written Reprimand~~

~~5<sup>th</sup> Occurrence in 12 months — Step 3 Discipline — Suspension~~

~~6<sup>th</sup> Occurrence in 12 months — Step 4 Discipline — Termination~~

~~14.2 Occurrences are acquired anytime an employee requests unscheduled leave, whether such leave is paid or unpaid. Examples are as follows:~~

#### **Calling In Late**

~~Employees having an emergency that requires them to report to work late should call into their department in accordance with their department's call in procedures. Employees reporting late to work may use sick, PTO or leave without pay, however because prior approval was not received in accordance with Article 11 of the CBA, use of annual leave will not be permitted. Regardless of the reason for their delay, this will be counted as an occurrence.~~

#### **Leaving Early**

~~Employees who either fall ill at work or have an emergency that requires them to depart from work early should notify their supervisor immediately in accordance with their department's procedures. In the event of a genuine illness, employees may use their sick or PTO leave. In the event of any other emergency, employees will be required to use leave without pay as prior approval was not received in accordance with Article 11 of the CBA. Regardless of the reason for their early departure, this will be counted as an occurrence.~~

~~These examples are not intended to be all inclusive. Any requested partial day leave that is not pre approved and therefore unscheduled will be considered an occurrence as outlined above.~~

~~14.3 These procedures are not meant to include use of unscheduled leave for the purposes of calling out sick for a full day, unless the employee does not have sufficient leave accrual to cover their absence.~~



## ARTICLE 15 - OTHER LEAVE

### Jury Duty

15.1 (A) Any employee in the bargaining unit who is required to perform jury service during his normal working hours in any court shall be paid his regular salary. The employee summoned as a juror shall notify his supervisor immediately by furnishing a copy of his summons. An employee who reports for jury duty and is dismissed prior to 12:00 o'clock noon time, shall ~~not~~ be required to report to work for the remainder of the working day. The employee on jury duty shall not be required to forfeit any compensation received as a result of serving as a juror.

(B) If an employee is absent from work, in order to serve as a witness in a case before a court of law in which the employee is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena, the employee shall be paid for those hours for which said employee is absent from work during his regularly scheduled working hours, and will not be required to forfeit any compensation received for witness fees, providing said employee submits evidence of such service as a witness to the appropriate Supervisor.

### Military Leave

15.2 (A) Nassau County shall comply with all Federal Laws as they relate to the absence and re-employment rights of public employees inducted into the military service.

(B) Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend annual training periods shall be allowed up to a maximum of two hundred and forty (240) hours in any one (1) annual period~~not more than seventeen (17) working days with pay~~ to attend such training ~~periods~~. Such training leave shall not be deducted from annual vacation leave, PTO or in any other way result in loss of privileges or compensation to said employee. Employees requesting this annual military training leave are responsible for notifying their supervisors as soon as possible on the dates for such training periods and to provide an official set of orders.

(C) Employees who are members of the reserve components mentioned above and who are required to attend regularly scheduled training assemblies throughout the year, may upon due notice and request, apply for vacation or PTO leave to attend these military training assemblies when they are scheduled to be on duty, provided

it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedules.

(D) Any employee who serves in the forces of the United States, in the National Guard of the state or in the regular Army or Navy of the United States called into active service during war between the United States and a foreign government may receive full civilian pay in addition to their military pay for the first thirty (30) days of their active duty. And, may thereafter, receive the pay necessary to raise their military pay to the level of their civilian pay.

#### Bereavement Leave

15.3 Employees shall receive bereavement leave in accordance with Nassau County's Policies & Procedures Manual, Section 7.04, Bereavement Leave(A) Each employee in the bargaining unit shall, at the time of death of a member of his immediate family be granted three (3) days of leave with pay, for the purpose of attending to the necessary arrangements for the deceased. Immediate family is defined as the spouse, the grandparents, grandchildren, parents, brothers, sisters and children of both the employee and the spouse.

~~Employees shall be granted one (1) day of leave with pay for the death of a brother-in-law, sister-in-law, niece, nephew, uncle, aunt and also other relatives who permanently resided with the employee. When required to do so, the employee shall furnish proof of such leave requirement.~~

~~(B) Employees shall upon request, and with the approval of the Department Head, be granted up to four (4) hours bereavement leave, without loss of pay, to either attend or serve as an active pall bearer at the funeral of a co-worker.~~

## ARTICLE 16 - HOLIDAYS

16.1 Employees in the bargaining unit shall receive holiday pay for the following actual days:

January 1<sup>st</sup>~~First~~ (New Years Day)

Third Monday in January (Martin Luther King Day)

Third Monday in February (President's Day)

Good Friday

Last Monday in May (Memorial Day)

July Fourth (Independence Day)

First Monday in September (Labor Day)

November 11<sup>th</sup>~~Eleventh~~ (Veteran's Day)

Fourth Thursday in November (Thanksgiving)

Friday after Thanksgiving

December 24th (Christmas Eve)

December 25th (Christmas Day)

One (1) Personal Holiday to be accrued October 1<sup>st</sup> of each year. Personal Holidays may be used for other holidays not included in Section 16.1 or any other day as requested by the employee and approved by their manager. Personal Holidays must be used by the following September 30<sup>th</sup> or will be forfeited. Personal Holidays are not eligible for payout upon separation from the County, except those employees hired on or after February 1, 2013 who are not eligible to accrue such Personal Holidays.

Any day other than those listed above will be taken under holiday conditions when such day is officially declared as a holiday by the Board of County Commissioners.

16.2 Whenever an observed holiday occurs outside an employee's work schedule, the Public Employer shall schedule the employee to take a day off within the same pay period.

16.3 Any employee of the bargaining unit who shall be required

to perform work or to render services on one of the holidays listed in 16.1 shall be compensated at ~~double time~~ one and one-half (1½) times his straight time hourly rate for hours actually worked in addition to eligible holiday pay. Any employee of the bargaining unit that works a schedule other than Monday-Friday (normal shift), will observe holidays on the dates they occur.

16.4 All employees shall receive payment for paid holiday hours at their straight-time rate, unless:

He has leave without pay for any portion of the last regular work-day proceeding such holiday, or on the next regular work-day following such holiday, or

He has called out of work on the last regular workday proceeding such holiday, or on the next workday following such holiday without providing a doctor's note immediately upon his return~~The employee received payment for hours worked in accordance with 11.3 in which case holiday hours will be reduced by actual hours worked on the holiday.~~

16.5 Holidays observed during an employee's approved, scheduled leave will not be charged against the employee's accruals.

## ARTICLE 17 - HOURS OF WORK AND OVERTIME PAYMENT

17.1 The purpose of this article is to define hours of work and computation of overtime; but nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

17.2 For the purpose of computing the pay of employees, the following standards shall govern the pay period, ~~work-week~~, the ~~work-day~~ and the normal shift hours for those employees of the bargaining unit.

### BI-WEEKLY PAY PERIOD

336 hours from starting time

### WORK-WEEK

168 hours from starting time

### WORK-DAY

24 hours from starting time

### NORMAL SHIFT HOURS

8 or 10 hours, exclusive of  
lunch

17.3 (A) The standard work week shall consist of five (5), eight-hour days Monday through Friday.

(B) The work week for those activities requiring a six (6) or seven (7) day per week operation shall be eight (8) hours per day and forty (40) hours per ~~work-week~~. Hours of work will not necessarily be scheduled from Monday through Friday, or days of work scheduled consecutively.

(C) Sometimes circumstances may arise that require an employee to work more than eight (8) hours in one ~~work-day~~. In these instances, should an employee's hours exceed sixteen (16) hours in any one ~~work-day~~, such employee will be required to be off duty for a minimum of eight (8) hours. Normally scheduled hours which fall into the eight (8) hour period following the employee's departure from work will be paid as Administrative Leave.

17.4 It is recognized that the Public Employer may schedule the normal ~~work-force~~ on a ten (10) hour ~~work-day~~, four (4) day ~~work-week~~. When possible, rest days shall be scheduled consecutively.

17.5 Compensation for overtime during a pay period will be included in the employee's corresponding paycheck, unless compensatory time is mutually agreed to by the employee and the

Department Head or designee. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act may accrue up to a maximum of one hundred (100) compensatory hours, at which time all overtime will be paid as stated above. Employees shall take compensatory time prior to taking vacation time or PTO.

17.6 Employees shall receive overtime for emergencies in accordance with County Policy, Section 8.10, Work and Compensation During Emergencies or Disaster. For purposes of clarification, all employees of Local 630 will be considered Essential Employees as referenced within this policy.

17.7 Holiday pay, annual military training leave and leave while on the active payroll due to an on-the-job injury shall be construed as time worked for the purpose of overtime computations.

17.8 An employee who has left his normal place of work for his residence and is called back for overtime work shall be paid for such overtime, provided that he shall receive a minimum payment of three (3) hours at time and one-half (~~1-½~~) his regular rate. The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period.

17.9 No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by his supervisor.

17.10 Premium payments shall not be duplicated for the same hours worked under any of the terms of this agreement.

17.11 It is the responsibility of the Public Employer to distribute the opportunity for overtime work equally among the employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or geographical work area. It is understood that the sharing of overtime shall not delay nor increase the Public Employer's cost of operation. Overtime records of the Public Employer shall be made available to union officials when requested to resolve a question involving distribution of overtime. It is understood that nothing in this Article shall require payment of overtime hours not worked.

17.12 The Public Employer will provide a meal or pay a meal allowance in the sum of ten dollars (\$10.00) when an employee is required to work four (4) hours beyond his regular shift without a meal break.

17.13 If inclement weather conditions do not permit the employee to perform his regularly scheduled duties and there is no other work available in line with his normal duties, the employee may be given the option to perform other work in a lower classification. In no case shall he be sent home without pay or forced to use accrued vacation, sick or PTO leave. However, the employee may elect to request vacation or PTO leave.

#### 17.14 Standby Duty

(A) Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this Article. It is the responsibility of the Public Employer to distribute the opportunity for standby as equally as possible among the employees in the respective classifications to be assigned standby.

(B) For the purpose of this Article, an employee is on standby if the employee has been directed to carry an employer furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within sixty (60) minutes~~a reasonable time~~ if called. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within sixty (60) minutes~~a reasonable time~~ if called, are not on standby.

(C) The rate of standby compensation shall be twenty dollars (\$20.00) for each day during the week Monday through Friday that the employee is on standby. The rate of standby compensation for weekends and observed holidays shall be thirty dollars (\$30.00). Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.

(D) Employees are not eligible to work standby duty if they are using unscheduled leave during their normal workday. If the employee has a scheduled day off, they must notify their supervisor of their status to work standby for that evening no later than four (4) hours before their normal clock out time. It is assumed employees failing to notify their supervisor of their availability will not be on standby for that evening. Employees that call out of work on a Friday must notify their supervisor of their status to work standby for the weekend no later than four (4) hours before their normal clock out time. It is assumed that employees failing to notify their supervisor of their availability will not be on standby for the weekend.

|           (E) Any employee who fails to comply with the provisions of Section 173.14 shall not be entitled to standby compensation for that day.

|           (F) Employees may arrange substitution of standby duty among themselves, provided that the substitution is approved by Management.



## ARTICLE 18 - WAGES

18.1 Employees covered by this agreement shall be paid bi-weekly. The normal pay date shall be Friday. In the event this day falls on a holiday, employees shall receive checks on the preceding work-day. Employees shall be able to pick-up their payroll checks while on approved leave provided such checks are available. Payroll checks will list all payroll deductions within the capability of the computer and as deemed necessary by the Clerk.

18.2 Effective October 1, 2017, a new pay structure ~~was~~will be implemented as provided for in Appendix A. ~~Employee's pay shall be fit within this new pay structure based upon the results of a salary study completed by an outside contractor. The County agrees that no employee shall receive an adjustment of less than 2.5% when being placed within the new pay structure, as long as such amount does not exceed the maximum of the salary range.~~

The pay structure shall list every classification (job title) included in Local 630, the pay grade assigned to each classification and the assigned salary range for each pay grade. For fiscal years ~~2017-2021~~2021-2022~~and 2018-2019~~ salary ranges as well as the base pay of Union employees shall be adjusted on October 1, 2021 using a two (2) year average change in the Consumer Price Index (CPI-U), US city average, not seasonally adjusted, promulgated by the U.S. Department of Labor, Bureau of Labor Statistics, using the two (2) year average change for August 2020 and August 2021 annual average for "all items" most recently promulgated prior to the immediately preceding October 1<sup>st</sup> or two-point five percent (2.5%), whichever is less. In years where the CPI-U decreases, there will be no such adjustments made to salary ranges or the base pay of Union employees. ~~Adjustments made due to the changes in the CPI-U shall be implemented prior to any performance increase.~~For fiscal years 2022-2023 and 2023-2024 CPI-U will be determined as follows:

- FY 2022-2023 Using the same CPI-U two (2) year average as stated above for the months of August 2020 and August 2021 with an effective date of January 1, 2023.
- FY 2023-2024 Using the same CPI-U two (2) year average as stated above for the months of August 2021 and August 2022 with an effective date of January 1, 2024.

### New Hires

18.3 Original appointment to any position shall be made at the minimum rate of the salary range. Upon recommendation of the

immediate supervisor, the County Manager, with approval of the Business Manager, may approve initial compensation at a higher rate than the minimum rate in the range for the class when the needs of the service make such 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.

New employees are required to serve an introductory period of ~~twelvesix~~ (12~~6~~) months following their appointment and/or employment. This period of time is established for the Supervisor and/or Department Head to evaluate the employee's work quality, attendance and other performance factors and to determine how well he/she fits in. It also gives the employee an opportunity to decide whether he/she likes their new job and surroundings. Satisfactory completion of the introductory period shall not be construed to mean that employees have been given a property interest in their appointment and/or employment with Nassau County and is not considered a contract or guarantee of continued employment. Employees serving an original probationary period are not eligible to apply for other position openings during the first six (6) months of employment.

During the introductory period, Supervisors and/or Department Heads will share their knowledge and help new employees adjust to duties and various procedures. New employees should not hesitate to ask questions so that they may learn as much as possible.

Upon completion of ~~the six (6) months of employment~~ introductory period, a performance appraisal will be completed resulting in either a satisfactory or unsatisfactory rating. Employees who obtain a satisfactory rating will receive a one and a half percent (1.5%) pay increase with eligibility for their next performance appraisal and increase on the October 1<sup>st</sup> following completion of 12 months in the position. A satisfactory rating does not guarantee a successful completion of the employee's initial introductory period.

Employees who do not successfully complete their twelve (12) month introductory period ~~receive a performance appraisal reflecting an unsatisfactory rating~~ will be dismissed from employment.

#### Demotions

18.4 A demotion occurs when an employee is moved from one pay grade to a lower pay grade.

The rate of pay for an employee who is demoted due to a reduction in force shall be established at a point within the pay range of the new classification which provides either no decrease in pay or the smallest decrease in pay possible.

Employees who are demoted due to a reduction in force shall not be evaluated on the October 1<sup>st</sup> immediately following their demotion as the employee will not have completed twelve (12) months in the new position. However, these employees will automatically receive a three percent (3%) increase contingent upon the employee having no disciplinary actions on file since being demoted. After completion of twelve (12) months in the position, performance increases will continue as outlined in Section 18.6 "Advancement Within a Salary Range."

The rate of pay for an employee who is offered and accepts a voluntarily demotion to a lower pay grade shall be established at a point within the new pay range, which is fair and equitable based upon the employee's education, training and experience relevant to the job qualifications, and shall also be fair and equitable with the compensation of other employees holding that same position.

Employees who are offered and accept a voluntarily demotion will be required to serve a probationary period of six (6) months following their demotion. Upon completion of the six (6) month probationary period, a performance appraisal will be completed resulting in either a satisfactory or unsatisfactory rating. Employees who obtain a satisfactory rating will receive a one and a half percent (1.5%) pay increase with eligibility for their next performance appraisal and increase on the October 1st following completion of ~~ninetwelve~~ (912) months in the position.

Employees who receive a performance appraisal reflecting an unsatisfactory rating will be dismissed from employment.

#### Lateral Transfers

18.5 When a transfer not involving promotion or demotion is made from one position to another within the bargaining unit, the base pay of the transferred employee shall remain unchanged.

Employees who are laterally transferred due to a reduction in force shall not be evaluated on the October 1<sup>st</sup> immediately following their transfer as the employee will not have completed twelve (12) months in the new position. However, these employees will automatically receive a three percent (3%) increase contingent upon

the employee having no disciplinary actions on file since being transferred. After completion of twelve (12) months in the position, performance increases will continue as outlined in Section 18.6 "Advancement Within a Salary Range."

Employees who are offered and accept a voluntary lateral transfer will be required to serve a probationary period of six (6) months following their transfer. Upon completion of the six (6) month probationary period, a performance appraisal will be completed resulting in either a satisfactory or unsatisfactory rating. Employees who obtain a satisfactory rating will receive a one and a half percent (1.5%) pay increase with eligibility for their next performance appraisal and increase on the October 1st following completion of ~~nineteen~~ twelve (~~9+1~~) months in the position.

Employees who receive a performance appraisal reflecting an unsatisfactory rating will be dismissed from employment.

#### Advancement Within a Salary Range

18.6 All employees will be evaluated annually on October 1<sup>st</sup> after completing a minimum of ~~nine~~ nine (~~9+1~~) ~~months~~ year in their current position. Performance appraisals will be due to Human Resources no later than September 1<sup>st</sup> of each year. Performance ratings will be determined by the employee's immediate supervisor in conjunction with the Department Head and will be subject to approval by the County Manager and Human Resources or their designees. Employees who receive a satisfactory rating on their annual performance appraisal will be eligible for a performance increase to their base pay effective October 1<sup>st</sup> until they reach the maximum of their pay range. Performance increases will be determined based on the employee's performance rating, ranging from zero percent (0%) to four percent (4%). Performance increases shall not cause an employee to exceed the maximum of the pay range for the classification.

After proper approvals are obtained, employees shall be given a copy of their Performance Appraisal form to review as well as the opportunity to discuss it with their Supervisor. The employee will be required to sign their appraisal, such signature shall only acknowledge receipt of the appraisal and shall not mean that the employee agrees or disagrees with his/her ratings. Employees also have the right to respond to the performance appraisal in writing so that it may be included in their employee record.

Employees that are rated unsatisfactory will not be eligible for a performance increase and may be subject to disciplinary action up

to and including termination. The County shall provide a copy of unsatisfactory appraisals to the appropriate union steward. If the employee feels that the appraisal was not just cause for denial, he may use the grievance procedure beginning with Step II.

Evaluations shall be standard in writing throughout the bargaining unit as agreed to and signed off on by the Business Manager.

Employees on an extended leave of absence for a period of two (2) months or more, who are not currently working as of October 1st, will not be considered for evaluation until they return to work. Upon return to work, the employee will be eligible for evaluation after ninety (90) days. If the employee receives a satisfactory rating, the employee will be eligible for a performance increase to their base pay retroactive to the date the employee returned to work.

#### Out of Class Pay

18.7 Any employee performing the duties of any classification above his/her permanent classification that is assigned to that higher classification by a supervisor shall receive out of class pay, provided the employee works two (2) or more hours in the higher classification. Out of class pay shall be at a rate of five percent (5%) of the employee's base pay or the entrance level of the position they are filling, whichever is greater.

Employees who are temporarily assigned the duties of any classification above his/her permanent classification as provided above, shall be required to meet the minimum qualifications required by the current job specifications of the higher classification.

Employees volunteering and selected to perform the duties of a CDL Class "A" trainer shall receive out of class pay at a rate of five percent (5%) of the employee's base pay. The selected trainer will be the most senior volunteer who holds a CDL Class "A" License and who also possesses the ability to train others.

It shall be the responsibility of the employee to fill out and return the form specifying the hours worked by the employee to the payroll clerk before the end of the pay period. The supervisor, who makes the assignment, will initial the out-of-classification form.

#### Longevity

18.8 All employees hired prior to February 1, 2013 shall

receive \$0.0462 per hour longevity pay for each year of completed service with Nassau County as of February 1, 2013. For the purposes of this section, years of service shall be frozen as of February 1, 2013.

## ARTICLE 19 - INJURY-IN-THE-LINE-OF-DUTY

19.1 Any employee covered by this agreement who sustains a temporary disability as a result of an accidental injury in the course of performing their duties for Nassau County shall receive compensation payable pursuant to the Workers' Compensation Law of the State of Florida, and also be entitled to the following benefit:

(A) During the first 720 hours of such disability, said employee shall receive pay based upon one hundred percent (100%) of regular straight-time wages reduced by the workers' compensation indemnity payable.

Claims. Any such employee who has any claim for compensation under this section shall file a claim in accordance with the County's Safety Policy.

## ARTICLE 20 - EMPLOYEE BENEFITS

20.1 In the event of an employee's death, payment shall be made for any and all unused accrued overtime, vacation leave, sick leave, holiday time, and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law, except those employees hired on or after February 1, 2013, whose accrued PTO shall be paid in accordance with Article 13 of this agreement and only in the following sequence: to the wife or husband; or to any child or children over the age of eighteen (18); or the father or mother; or thereafter to the designated administrator of the deceased employee's estate. Payment shall be made payable to the employee and provided as listed above.

20.2 Where an employee is required to use his personal automobile in the performance of his duties, he will be reimbursed for operating expenses at the rate per mile traveled as prescribed by Chapter 112, Florida Statutes. Parking space will be provided for employees who are required to use their personal vehicle as a condition of employment in the performance of their duties.

20.3 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting.

20.4 The Public Employer agrees to continue to provide employees with a basic hospitalization and life insurance program at no cost to the employee. Employees who elect a health insurance plan beyond the County base plan offerings will be responsible for the difference in premium costs.

The Employer agrees to continue to provide the same basic hospitalization coverage for the employee's eligible dependents who have their family covered under the group health plan. For employees hired prior to October 1, 2005 the Employer will contribute 50% of dependent premiums for the base plan. Employees electing a plan that is not the base plan will be responsible for the difference in premium costs. All employees hired on or after October 1, 2005, will be responsible for 100% of the dependent monthly health premium for all classes of dependents health coverage.

The Employer agrees to provide the same basic hospitalization



coverage for the retired employee hired on or after October 1, 2005 in accordance with Employee Policies and Procedures, Section 9.03, Health Benefits for Retirees.

The Employer agrees that in the event that the Employer desires to change insurance carriers, to modify or change the basic hospitalization benefits provided to employees in the bargaining unit, the Employer will notify each member of the Union by sending out Open Enrollment packets prior to the effective date of such change.

The County agrees that, if during the term of this agreement, any other non-union employee is given an enhancement to their overall Health Insurance benefits, then the County will extend that same enhancement to the Union 630 represented employees on the same terms and on the same effective date.

20.5 The Employer agrees to provide a tool allowance to employees classified as a P.M. Mechanic or Heavy Equipment Mechanic consisting of reimbursement of up to six hundred dollars (\$600.00) a year upon presentation of an itemized receipt showing the description and cost of each tool purchased. Purchase of such tools shall be limited to only tools used in the performance of the employee's assigned duties. Upon presentation of the receipt, reimbursement shall be processed and paid to the employee promptly from the date the employee provides the receipt to the Employer.

20.6 The Employer shall provide employees whose position requires the use of safety shoes with ~~a voucher in the amount of allowance check for \$1750.00~~ for the purchase of such shoes on ~~the first payday in the month of~~ February 1, 2022. This voucher will be good for use at designated locations of the County's choosing. Beginning with fiscal year 2022~~18~~-2023~~19~~ said ~~payment voucher~~ shall be ~~provided made on the first payday in the month of~~ on October 1<sup>st</sup> of each year. Such shoes shall meet appropriate ANZI standards as determined by the Employer.

20.7 The Employer will furnish each employee with ~~fiveten~~ (5~~10~~) uniform shirts as requested and ten (10) tee-shirts each year (with pockets). The employer will assure that all employees receive their tee shirts by ~~February-October~~ 1<sup>st</sup>. Beginning with fiscal year 2018-2019 employees will receive their tee shirts by October 1<sup>st</sup> of each year. As determined by management, Animal Control may provide additional uniform items as may be required based on their positions.

20.8 Nassau County agrees to reimburse employees who are

required to possess a Hazmat-endorsed commercial driver license the cost of obtaining and maintaining such license and endorsement. Upon presentation of the receipt, reimbursement shall be processed and paid to the employee promptly.

## ARTICLE 21 - SAFETY AND HEALTH

21.1 The Public Employer agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by Federal, State and Local Law. The Public Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist, if such unsafe practices and health hazards have been recognized as such by the Public Employer's in-house safety committee.

21.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Public Employer in accordance with established safety practices. Such practices may be improved from time to time by the Public Employer upon recommendations from the Public Employer's in-house safety representatives. The Union may submit safety recommendations from time to time. Such protective devices, apparel and equipment, when provided, must be used and the Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be cause for disciplinary action.

Employees are restricted from altering any Employer issued uniforms and are required to wear such uniforms while on duty. Laundering of uniforms will be the employee's responsibility, not the Employer's.

21.3 Clean and adequate restroom facilities, including showers, shall be provided at the discretion of the Public Employer, if such restrooms and shower facilities are recommended by the Safety and Health Advisory Committee. If within the discretion of the Public Employer, the employee, from a work incident is required to change clothing, he may be allowed leave with pay to do so.

21.4 No employee shall be directed to operate unsafe equipment or to perform acts considered to be unsafe.

21.5 The Public Employer agrees to provide first-aid kits to be accessible to employees. The Public Employer agrees to provide transportation for employees to and from medical facilities if an injury on the job requires such transporting.

21.6 The Public Employer agrees to furnish at no cost to the employee, ~~bottled water, gator aid,~~ ice, water, cups, safety vests, water repellant boots, and work gloves where necessary. In limited

circumstances bottled water will be provided when deemed necessary by the Department Head. No employee shall be directed to perform work in any rain or water without the proper wearing apparel, which will be furnished by Nassau County.

21.7 The Public Employer agrees to provide ice at each work reporting location.

21.8 The Employer agrees to make Hepatitis-B and tetanus shots available to employees.

~~21.9 Employees in the bargaining unit who complete any fiscal year (October 1<sup>st</sup> thru September 30<sup>th</sup>) without incurring an injury in the line of duty shall be entitled to one (1) bonus day off with pay at the employee's normal straight time rate. Bonus days shall be scheduled off when mutually agreeable with management, but must be taken off within the fiscal year after it is earned.~~

## ARTICLE 22 - BULLETIN BOARDS

22.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each work location where the employee is required to report for work assignments. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the decor of the above locations, and with the approval of the Public Employer.

22.2 The Union agrees that it shall use space on bulletin boards provided for in Section 22.1 above, only for the following Purposes:

Notices of union meetings

Union elections

Reports of union committees

Rulings and policies of the Union

Recreational and social affairs of the Union

Notices of public bodies

Posting of Union Benefits

22.3 No material, notices or announcements shall be posted by the Union which contain anything political or controversial or anything adversely reflecting upon Nassau County, its agencies, its employees, or any labor organization among its employees. Any proven violation of this section by the Union shall entitle the Public Employer to cancel immediately the provisions of this section and to remove that bulletin board or the partial use thereof.

## ARTICLE 23 - SEVERABILITY

23.1 In The event any article, section or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision, and upon issuance of such decision, the Public Employer and the Union agree to immediately negotiate a substitute for the invalid, dated article, section or portion thereof.

#### ARTICLE 24 - SAVINGS CLAUSE

24.1 The Public Employer retains all rights, power, functions and authority it had prior to the signing of this contract except as such rights are specifically relinquished or abridged in this contract.

24.2 All matters pertaining to terms of employment and working conditions guaranteed by law to employees within this bargaining unit shall apply to the extent that they are not in conflict with the provisions of this agreement.

## ARTICLE 25 - TIME CLOCKS

25.1 The Public Employer, in its sole discretion, may use time clocks for control and pay purposes. The time clock procedures shall be applied uniformly at each work reporting location.

To ensure that all time clock procedures are applied uniformly at each work reporting location, as referenced in Article 25.1 of the Collective Bargaining Agreement, please be reminded of the following procedures for all applicable departments:

ALL overtime must be approved in advance by a supervisor as referenced in Article 17.9 of the Collective Bargaining Agreement.

The use of a time clock is designed to accurately record actual hours worked for purposes of calculating an employee's correct compensation. Thus, employees shall not clock in before their scheduled work time. Employees also shall not adjust their clock-in times to account for arriving late to work (i.e. an employee may not arrive to work 25 minutes late and then clock out 25 minutes late to account for arriving to work late that day) without prior approval from their supervisor.

25.2 The Union understands and agrees that the Public Employer will be implementing an electronic timekeeping program which will require employees to clock in/out and request leave electronically.



## ARTICLE 26 - SENIORITY

26.1 Seniority shall be defined as the length of continuous employment with Nassau County. Seniority shall be acquired by a full-time employee after satisfactory completion of the initial probationary period, at which time seniority shall be retroactive to the first day of employment. For purposes of promotion or transfer, seniority is determined by the length of continuous service in the department/division where the position is posted. If the most senior employees share the same seniority date with the County and the department, the employee's seniority for promotional or transfer purposes shall be determined by adding the last four (4) digits of the employee's social security number together. Employees with the highest sum of numbers will be considered the most senior for purposes of this section.

26.2 In the event of layoff or reduction in force, employees shall be laid off in the inverse order of seniority within job classes within the Department in which the layoffs occur. Employees laid off shall have the right to bump or replace an employee with less county seniority in a lower classification within the Department the layoff occurs and for which the employee qualifies. Employees may bump an employee in a different department with less county seniority who is assigned to the lowest pay grade in that Department provided such employee meets the minimum qualifications for the position he is filling.

After a layoff has taken place, and in the event the Employer decides to hire employees to fill positions which were vacated by employees laid off of the job, such employees shall be recalled for up to six (6) months after layoff to the classification and department from which they were laid off by seniority. The most senior employees laid off shall be the first employees called back to work.

26.3 If an employee transfers from one department to another, he shall carry with him county seniority that he has already acquired for purposes of leave accrual, longevity and retirement only.

26.4 Seniority shall accumulate while on the active payroll and during periods of approved absences with or without pay.

26.5 Seniority shall be broken when an employee:

- A. Resigns
- B. Is discharged for cause.

C. Exceeds an authorized leave of absence.

26.6 Any employee who is laid off due to a reduction in force, shall receive severance pay in the amount of their normal wages as follows:

|  |                 |
|--|-----------------|
| Beginning the 2nd year through the 5th year:   | 15 working days |
| Beginning the 6th year through the 10th year:  | 20 working days |
| Beginning the 11th year through the 15th year: | 35 working days |
| Beginning the 16th year:                       | 40 working days |

## ARTICLE 27 - JOB QUALIFICATIONS, PROMOTIONS & AUTOMATIC RECLASSIFICATIONS

27.1 Whenever a job opening occurs, other than a temporary opening, 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 ~~tenfourteen~~ (104) calendar days. A copy of all job openings will be emailed to the Business Manager at the time of posting. Vacant budgeted positions will be ~~filled~~posted as soon as possible but no later than one-hundred and eighty (180) days from the date the positions ~~were~~is vacated. Vacated positions classified in Pay Grade 201 of Appendix A, which have an active hiring list will not be posted for applications and instead will be immediately filled by the next candidate on the hiring list.

27.2 For purposes of this agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Appendix A) for which funds have been appropriated.

27.3 All employees within the bargaining unit shall be covered by a written description of his job duties in the form of employee job specifications.

If Nassau County, or their designees, determines that the employees' job specifications need to be changed, added to, deleted, or amended, the Employer will notify the Union by providing copies of the intended changes for review. The Union and the Employer will meet upon the request of either party to discuss the proposed changes prior to any changes being made. Changes, additions, deletions or amendments must bear the signature of the Business Manager prior to finalization. After finalization, a copy of the revised specifications shall be forwarded to the Business Manager of the Union and all Union Steward's in the department to which the job specifications apply as soon as is possible.

27.4 Employees covered under this Agreement prior to October 1, 1999, shall not be required to possess a high school diploma or GED in order to promote or advance to positions within the bargaining unit.

### PROMOTIONS

27.5 Among employees who apply for a promotional opportunity, the employee with the greatest seniority pursuant to Article 26.1 shall be promoted to the position, provided such employee possesses

the required licenses, certifications, registrations, or education required within the job description. Applicants shall be notified in writing of their acceptance or rejection when the Public Employer determines which applicant(s) will be offered employment in the posted job opening.

(A) Employees wishing to be eligible to promote to the positions of Equipment Operator I or Foreman within the Road & Bridge Department will be required to complete the training program outlined in APPENDIX C.

(B) Class "A" CDL training will be provided in accordance with APPENDIX C.

27.6 Employees who promote will receive a salary increase of at least seven percent (7%) or the minimum of the new salary range, whichever is greater, as long as such amount does not exceed the maximum of the salary range.

Employees who are promoted will be required to serve a probationary period of six (6) months following their promotion. Upon completion of the six (6) month probationary period, a performance appraisal will be completed resulting in either a satisfactory or unsatisfactory rating. Employees who obtain a satisfactory rating will receive a one and a half percent (1.5%) pay increase with eligibility for their next performance appraisal and increase on the October 1<sup>st</sup> following completion of ~~ninetwelve~~ (912) months in the position.

Employees who receive a performance appraisal reflecting an unsatisfactory rating will be dismissed from employment.

27.7 Any employee that feels he was unjustly passed over for promotion shall have the right to appeal his rejection through the grievance procedure starting with Step II.

#### AUTOMATIC RECLASSIFICATIONS

27.8 At the employee's request, employees who have been classified as an Equipment Operator I for seven (7) years or more and have a Class "A" CDL license shall be given a performance based exam, which will be offered quarterly. Employees who pass the exam will be automatically reclassified to an Equipment Operator II.

A Preventive Maintenance Mechanic I, that meets the minimum requirements of Preventive Maintenance Mechanic II shall be automatically reclassified to a Preventative Maintenance Mechanic

II upon receipt of documentation from the employee.

A Heavy Equipment Mechanic I, that meets the minimum requirements of a Heavy Equipment Mechanic II shall be automatically reclassified to a Heavy Equipment Mechanic II upon receipt of documentation from the employee.

A Sign Technician I, that meets the minimum requirements of a Sign Technician II shall be automatically reclassified to a Sign Technician II upon receipt of documentation from the employee.

27.9 After successful completion of the first two (2) years of the Northeast Florida Builders Association four (4) year apprenticeship program, a Building or Parks Maintenance Technician I, that meets the minimum requirements of a Building or Parks Maintenance Technician II shall be reclassified to a Building or Parks Maintenance Technician II upon receipt of documentation from the employee.

After successful completion of the Northeast Florida Builders Association four (4) year apprenticeship program, a Building or Parks Maintenance Technician II, that meets the minimum requirements of a Building or Parks Maintenance Technician III shall be automatically reclassified to a Building or Parks Maintenance Technician III upon receipt of documentation from the employee.

A Building or Parks Maintenance Technician III, that meets the minimum requirements of a Journeyman Maintenance Technician shall automatically be reclassified to a Journeyman Maintenance Technician upon receipt of documentation from the employee.

27.10 Employees that are automatically reclassified in accordance with Articles 27.8 or 27.9 will receive a salary increase of at least seven percent (7%) or the minimum of the new salary range, whichever is greater, as long as such amount does not exceed the maximum of the salary range.

Employees that are automatically reclassified in accordance with Articles 27.8 or 27.9 will be required to serve a probationary period of six (6) months following their reclassification. Upon completion of the six (6) month probationary period, a performance appraisal will be completed resulting in either a satisfactory or unsatisfactory rating. Employees who obtain a satisfactory rating will receive a one and a half percent (1.5%) pay increase with eligibility for their next performance appraisal and increase on the October 1<sup>st</sup> following completion of ~~ninetwelve~~ (912) months in

the position.

Employees that receive an unsatisfactory performance appraisal will be reverted back to their previous position and pay. Employees reverted back to their previous position due to an unsatisfactory appraisal will have a one (1) year waiting period before they are eligible for another automatic reclassification.

## ARTICLE 28 - ENTIRE AGREEMENT

28.1 The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Public Employer and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this agreement. This article shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this agreement.

28.2 This agreement, upon approval and ratification, unless otherwise provided, shall become effective October 1, 20~~21~~<sup>17</sup> and shall remain in effect through September 30, 202~~40~~<sup>40</sup>. Upon mutual consent of both parties and~~Up to two (2) articles,~~ with the exception of Articles 18 and 20, this agreement may be reopened annually~~at the request of either party.~~

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

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have caused this Agreement to be signed in their respective names by their respective representatives and have executed this Agreement.

UNION

COUNTY

\_\_\_\_\_  
Ronnie Burris  
Business Manager

\_\_\_\_\_  
~~Pat Edwards~~ Thomas R. Ford  
Chairman, Board of County  
Commissioners, Nassau County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Allen  
AICP  
Union President

\_\_\_\_\_  
~~Shanea D. Jones~~ Taco E. Pope,  
County Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael S. Mullin  
County Attorney

\_\_\_\_\_  
Date

COUNTY OF NASSAU  
STATE OF FLORIDA  
(SEAL)

ATTEST: \_\_\_\_\_  
John A. Crawford  
Its: Ex-Officio Clerk



APPENDIX A – PAY STRUCTURE

Effective 10/01/2021

TBD% CPI-U

## PAY STRUCTURE (630)

| Grade | Min       | Mid                  | Max       | Job Class Description  | Department                         | FLSA Status           |
|-------|-----------|----------------------|-----------|--|------------------------------------|-----------------------|
| 201   | \$12.6880 | <del>\$15.8457</del> | \$19.3067 | CUSTODIAL WORKER   | FACILITIES MAINTENANCE             | Non-Exempt            |
|       |           |                      |           | MAINTENANCE HELPER   | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
|       |           |                      |           | SHELTER/CENTER ATTENDANT                                       | ANIMAL CARE & CONTROL              | Non-Exempt            |
| 202   | \$13.7033 | <del>\$17.1134</del> | \$20.8510 | <del>BUILDING MAINTENANCE</del> <u>FACILITIES</u> TECHNICIAN I | FACILITIES MAINTENANCE             | Non-Exempt            |
|       |           |                      |           | GROUNDS MAINTENANCE TECHNICIAN                                 | FACILITIES MAINTENANCE             | Non-Exempt            |
|       |           |                      |           | <del>OPERATOR TRAINEE</del>                                    | <del>NASSAU-AMELIA UTILITIES</del> | <del>Non-Exempt</del> |
|       |           |                      |           | <del>PARKS MAINTENANCE TECHNICIAN I</del>                      | <del>FACILITIES MAINTENANCE</del>  | <del>Non-Exempt</del> |
|       |           |                      |           | SENIOR SHELTER/CENTER ATTENDANT                                | ANIMAL CARE & CONTROL              | Non-Exempt            |
| 203   | \$14.7994 | <del>\$18.4827</del> | \$22.5192 | ANIMAL CONTROL OFFICER   | ANIMAL CARE & CONTROL              | Non-Exempt            |
|       |           |                      |           | CUSTODIAL FOREMAN  | FACILITIES MAINTENANCE             | Non-Exempt            |
|       |           |                      |           | TRUCK DRIVER   | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
| 204   | \$15.9833 | <del>\$19.9611</del> | \$24.3204 | <del>BUILDING MAINTENANCE TECHNICIAN II</del>                  | <del>FACILITIES MAINTENANCE</del>  | <del>Non-Exempt</del> |
|       |           |                      |           | EQUIPMENT OPERATOR I   | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
|       |           |                      |           | <del>PARKS MAINTENANCE</del> <u>FACILITIES</u> TECHNICIAN II   | FACILITIES MAINTENANCE             | Non-Exempt            |
|       |           |                      |           | PREVENTIVE MAINTENANCE MECHANIC I                              | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
|       |           |                      |           | <del>WATER/WASTEWATER MAINTENANCE TECH I</del>                 | <del>NASSAU-AMELIA UTILITIES</del> | <del>Non-Exempt</del> |
| 205   | \$17.2621 | <del>\$21.5582</del> | \$26.2664 | PREVENTIVE MAINTENANCE MECHANIC II                             | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
|       |           |                      |           | TRAFFIC SIGN TECHNICIAN I                                      | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
|       |           |                      |           | <del>WATER/WASTEWATER OPERATOR I</del>                         | <del>NASSAU-AMELIA UTILITIES</del> | <del>Non-Exempt</del> |
| 206   | \$18.6430 | <del>\$23.2828</del> | \$28.3676 | <del>BUILDING MAINTENANCE TECHNICIAN III</del>                 | <del>FACILITIES MAINTENANCE</del>  | <del>Non-Exempt</del> |
|       |           |                      |           | CONVENIENCE/RECYCLE CENTER CLOSURE OPERATOR                    | SOLID WASTE                        | Non-Exempt            |
|       |           |                      |           | EQUIPMENT OPERATOR II  | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
|       |           |                      |           | <del>PARKS MAINTENANCE</del> <u>FACILITIES</u> TECHNICIAN III  | FACILITIES MAINTENANCE             | Non-Exempt            |
|       |           |                      |           | HEAVY EQUIPMENT MECHANIC I                                     | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
|       |           |                      |           | TRAFFIC SIGN TECHNICIAN II                                     | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |
|       |           |                      |           | <del>WATER/WASTEWATER MAINTENANCE TECH II</del>                | <del>NASSAU-AMELIA UTILITIES</del> | <del>Non-Exempt</del> |
| 207   | \$20.1346 | <del>\$25.1454</del> | \$30.6371 | HEAVY EQUIPMENT MECHANIC II                                    | ROAD- <del>AND BRIDGE</del>        | Non-Exempt            |

|     |           |                      |           |                              |                             |            |
|-----|-----------|----------------------|-----------|------------------------------|-----------------------------|------------|
|     |           |                      |           | JOURNEYMAN MAINTENANCE TECH  | FACILITIES MAINTENANCE      | Non-Exempt |
|     |           |                      |           | JOURNEYMAN OPERATOR          | ROAD- <del>AND BRIDGE</del> | Non-Exempt |
|     |           |                      |           | WATER/WASTEWATER OPERATOR II | NASSAU AMELIA UTILITIES     | Non-Exempt |
| 208 | \$21.7450 | <del>\$27.1568</del> | \$33.0881 | FOREMAN                      | ROAD- <del>AND BRIDGE</del> | Non-Exempt |
|     |           |                      |           | SOLID WASTE FOREMAN          | SOLID WASTE                 | Non-Exempt |

## APPENDIX B - DRUG/ALCOHOL TESTING POLICY

The Drug Free Workplace Policy & Procedure shall be in accordance with the Nassau County Safety Policy as approved by the Board of County Commissioners and as updated from time to time. The official copy of this policy shall be maintained in the Human Resources~~Risk Management~~ Office with copies available at each department. The County agrees to notify the Business Manager in writing when updates are made to the policy.

## APPENDIX C - ROAD TRAINING PROGRAM

It is understood and agreed that Nassau County and LiUNA, Local 630 are working together to create a department wide training program for the Road Department effective January 1, 2022. This information will be included as later agreed to.

### PROMOTIONAL TRAINING PROGRAM

~~It is Nassau County Road & Bridge Department's desire to provide a training program for internal promotions for the positions of Equipment Operator I and Foreman.~~

~~This training will be provided as often as possible without adversely impacting daily operations. It is the intent to utilize the employee at each yard with the greatest seniority pursuant to Article 26.1, (provided such employee possesses the required licenses, certifications, registrations, and education required within the job description), that are interested in promoting.~~

~~For the position of Equipment Operator I, the trainee will have a current Equipment Operator available to familiarize him/her with the equipment they will be training on and for any questions, comments, or advice on the operation of the equipment.~~

~~For the position of Foreman, training will consist of a trainee working side by side with a current Foreman and learning the various job functions performed, i.e. job set up, grade shooting, etc.~~

~~Trainees will not be eligible for Out of Classification pay during this training period. The training period will be for a maximum of eighteen (18) months for each trainee position, with an evaluation reviewed with the trainee every ninety (90) days while in the program.~~

~~In instances where there will be an extended time period before an Equipment Operator I position will become available and the trainee has reached the limit of "seat time" hours as specified below, training will be made available to the next senior employee at that maintenance yard. Limits are as follows:~~

| <del>Equipment</del>  | <del>Hours</del> |
|-----------------------|------------------|
| <del>1. Grader</del>  | <del>400</del>   |
| <del>2. Gradall</del> | <del>400</del>   |

|    |                       |                              |
|----|-----------------------|------------------------------|
| 3. | Excavator             | 400                          |
| 4. | Side Arm Mower        | 400                          |
| 5. | Farm Tractor          | 200                          |
| 6. | Skid Steer Loader     | 200                          |
| 7. | Low boy Tractor Combo | 50                           |
| 8. | Front End loader      | No limit; use when available |
| 9. | Vibratory Roller      | No Limit; use when available |

~~These hours will be documented on a training form and the records will be maintained by the Department.~~

~~As part of the Promotion Process for Equipment Operator I or Foreman vacancies included in the bargaining unit, an employee must pass a minimal skills test (mutually agreed upon by management and the bargaining unit), in order to promote to the next vacant position. If the employee with the greatest seniority refuses available training or it is determined that the employee is not showing improvement through the training provided, then said employee will be removed from the training program and the training will then be offered to the employee with the next greatest seniority at the respective yard. If the trainee that applies for the vacant position does not pass the minimal skills test, then he or she will not be eligible to promote to the vacant position, however, he or she will be eligible to retrain and apply for the next available vacancy.~~

#### ~~Class "A" CDL TRAINING~~

~~Nassau County will provide training for employees to obtain a Class "A" CDL license. The purpose of this training is to assure that the next senior person who may potentially be promoted will have the required CDL "A" license in place. The CDL "A" training session will be offered once every four (4) months with a minimum of one (1) trainee from the Solid Waste or Road and Bridge Departments per training period. A volunteer list will be generated and dated by November 1<sup>st</sup> of each year. Employees must pass the written test before applying for CDL "A" Training. The list will be based on seniority with preference given to persons who may need licensing for promotion within one (1) year. Employees who sign up for training each November 1<sup>st</sup> shall be placed on the list below employees whose names currently appear on the list, and shall be ranked at the bottom of the list in seniority order. Trainees that don't successfully obtain their CDL "A" license during their CDL "A" training will be retrained~~

~~and retested within 90 days. If again, the trainee doesn't obtain the CDL "A" license, the trainee goes to the bottom of the current list. Employees who apply for training as provided above, shall meet the minimum requirements (permit) prior to receiving CDL Class "A" training.~~