

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**DISTRICT COUNCIL 78**

**STATE OF FLORIDA**

**AFFILIATE LOCAL 1010**

**OF THE**

**INTERNATIONAL UNION OF**

**PAINTERS AND ALLIED TRADES, AFL-CIO**

**and the**

**CHARLOTTE COUNTY**

**FLORIDA**

**BOARD OF COUNTY COMMISSIONERS**

**October 1, 2019 – September 30, 2022**

**Agreement  
between  
District Council 78/State of Florida  
and its Affiliate Local 1010  
of the International Union of  
Painters and Allied Trades, AFL-CIO  
and the  
Charlotte County, Florida  
Board of County Commissioners**

**October 1, 2019 – September 30, 2022**

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October 1, 2019 – September 30, 2022**

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**Witnesseth**

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

**Article 1  
Agreement**

**1.1 Agreement**

This agreement is made and entered into by District Council 78 (State of Florida) and its affiliate Local 1010 of the International Union of Painters and Allied Trades, AFL-CIO, hereinafter referred to as Union, and the Charlotte County (Florida) Board of County Commissioners, hereinafter referred to as County.

**1.2 Applicability**

This Agreement shall apply to every County employee who is included in the bargaining unit that Union is certified to represent under Florida Public Employees Relations Commission (hereinafter referred to as Florida PERC) Certification #289, as amended.

### **1.3 Purpose**

The purpose of this Agreement is to promote, maintain and continue a harmonious and cooperative relationship between Union and County.

Union and County agree that this writing shall be the complete, exclusive and final understanding, mutual assent, and meeting of the minds between them on wages, hours, and terms and conditions of employment for the employees covered by this Agreement.

### **1.4 Public Service**

Union and County recognize and acknowledge that the best interests of the community will be served by assuring the orderly and uninterrupted operations and functions of County government, and by providing superior public service to the citizens of the community in the most efficient manner.

## **Article 2** **Definitions**

### **2.1 Definitions**

Whenever used in this Agreement, the following words or terms shall mean:

- (a) **Business Day(s)**: Are meant to count the number of days in which something shall be done and shall refer to the period between 8:00 a.m. and 5:00 p.m. on Monday through Friday, excluding holidays.
- (b) **Classification(s)**: The occupational title assigned to a position or group of similar positions based on a common position evaluation.
- (c) **County Administrator**: The incumbent County Administrator or his specified designee.
- (d) **Department Head(s)**: Refers to the head or Director of each department that reports directly to the County Administrator or specified designee, such as an Assistant County Administrator.
- (e) **Employee(s)**: Every person who works for County and is included in the bargaining unit that Union is certified to represent under Florida PERC Certification #289, as amended.
- (f) **Fiscal Year**: Refers to the period October 1 through September 30 inclusive.
- (g) **Holiday(s)**: Holidays observed pursuant to Article 21.1, of this Agreement.
- (h) **Management**: Refers both singly and collectively to County's non-bargaining unit supervisors and managers in the Chain of Communications.
- (i) **Member(s)**: Employees who establish or maintain an affiliation with Union according to Union's customs and by-laws.
- (j) **Policies and Procedures**: The policies, rules, and procedures set forth in the Charlotte County Human Resources Policies and Procedures Manual, as amended.
- (k) **Shift Differential**: The special additional compensation paid to an employee whose workday schedule consists of a regularly scheduled second or third shift

assignment. The first shift is the normal “day” shift and may begin as early as 5:00 am. or end as late as 6:00 p.m.; the second shift may begin as early as 1:00 p.m. or end as late as 11:00 p.m.; the third shift may begin as early as 10:00 p.m., or end as late as 8:00 a.m. Working the second or third shifts will entitle an employee to the shift differential, pursuant to Article 29.4.

- (l) **Strike(s):** The concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part of any group of employees from the full and gainful performance of their duties of employment with County for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of County; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation, including but not limited to, the establishment of strike funds with regard to the above-listed activities or as may be otherwise defined by law.
- (m) **Union Official:** Refers both singly and collectively to the Chairperson, Vice Chairperson, Secretary, and Warden of Local 1010.
- (n) **Union Representative:** Refers to a Union Official, a Union Steward, or employees paid by Union.
- (o) **Workday:** A fixed period of time from 12:00 a.m. on one day to 11:59 p.m. on the following day.
- (p) **Work Week:** Another term for the County’s pay week, which is from 12:00 a.m. on Wednesday to 11:59 p.m. on the following Tuesday.

## **2.2 Computing Time**

In computing any period of time prescribed or allowed by this Agreement for taking some action, the following rules shall apply:

- (a) The day of the act, event, or occurrence from which the designated period of time begins shall not be included or counted.

- (b) The last day of the designated period of time shall be included or counted, unless it is a Saturday, a Sunday or Holiday (observed), in which case the period runs until the end of the next Business Day.
- (c) Whenever this Agreement requires some action to be taken within a prescribed period of time after the service of a notice or other paper, and the notice or other paper is served by mail, five (5) days shall be added to the prescribed period.

### **2.3 Denotation of Gender**

Use of the masculine pronoun “he,” and/or associated forms, denotes both male and female genders.

## **Article 3** **Recognition**

### **3.1 By County**

County recognizes Union as the exclusive representative of employees in the bargaining unit for the purpose of collective bargaining with County regarding wages, hours, and other terms and conditions of employment.

### **3.2 Bargaining Unit**

The bargaining unit for which recognition is afforded shall include all full-time employees occupying any positions in the classifications listed in Florida PERC Certification #289, as clarified and amended by Order 95E-118 (issued May 22, 1995), or by any PERC clarification and amendment subsequent thereto. A list of these classifications is included in Appendix I of this Agreement.

### **3.3 By Union**

Union recognizes County's chief executive officer (i.e., the County Administrator) or designee as County's sole representative for the purpose of collective bargaining.

### **3.4 Appropriate Relationship**

Neither Union nor County, or their agents or representatives, shall (a) interfere with, restrain, or coerce each other in the exercise of any rights guaranteed them under state law, including but not limited to Florida Statutes §§ 447.201-609; (b) refuse to bargain collectively with each other; (c) fail to bargain with one another in good faith; or (d) engage in any conduct which violates the provisions of Florida Statutes §§ 447.201-609.



**Article 4**  
**Management Rights**

**4.1 General Rights**

It is the right of County to unilaterally determine the purpose of each of its constituent agencies, set standards of service to be offered to the public, exercise control and discretion over its organization and operations, and manage its affairs unless specifically abridged or modified by a provision of this Agreement.

**4.2 Specific Rights**

Union recognizes that the sole and exclusive rights, powers and authority of County also include, but are not limited to, the following: (a) to determine the organization of County Government; (b) to determine the purpose of each of its constituent agencies; (c) to exercise control and discretion over the organization and efficiency of County operations; (d) to set standards for services to be offered to the public; (e) to manage and direct the employees of County; (f) to hire, examine, classify, promote, train, transfer, assign, schedule, and retain employees in positions with the County; (g) to suspend, demote, discharge, or take other disciplinary actions against employees for just cause; (h) to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons including but not limited to establishing, changing, or modifying the number and types of positions, classifications or employees assigned to an organization, unit, department, or project; (i) to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work; (j) to determine the number of employees to be employed by County; (k) to determine the duties to be included in job classifications and the numbers, types, and grades of positions or employees assigned to an organizational unit, department, or project; (l) to assign overtime and to determine the amount of overtime required; (m) to control and regulate the use of County equipment and property; (n) to establish and require employees to observe all of its rules, regulations, and procedures; (o) to determine internal security practices; (p) to conduct performance evaluations; and (q) to take any action which it deems reasonable and necessary to effectively provide for the health, safety, and welfare of the public.

### **4.3 Grievances Not Prohibited**

The exercise of County's management rights shall not preclude Union or individual employees from raising grievances if the exercise of such management rights has the practical consequence of violating the terms and conditions of this Agreement.

### **4.4 Union Rights Regarding Privatization**

In the event that County proposes to contract or subcontract (i.e., privatize) any work currently performed by bargaining unit employees that would result in the layoff or discharge of employees, Union shall be notified of such proposal no less than 90 calendar days prior to the proposed effective date of such privatization.

Union shall be entitled to submit a proposal in response to any County "Request for Proposal" soliciting vendors to perform work currently performed by unit employees. Union shall participate in any such "Request for Proposal" in accordance with County's policies and procedures.

Management shall provide Union with whatever information and assistance to which a potential vendor would be entitled. Union Representatives shall be granted reasonable time off without loss of straight-time pay to prepare a response to a "Request for Proposal."

Should any adjustment to the provisions of this Agreement be required by the acceptance of any Union proposal under this Section, Union and County hereby agree to re-open this Agreement for the sole and limited purpose of amending this Agreement in accordance with the terms of any Union proposal accepted under this Section.

### **4.5 Board of County Commissioners**

County's Board of County Commissioners has the sole and exclusive right to determine its purpose, mission, and the budget to be adopted.

### **4.6 Emergencies**

If, in County's sole discretion or in that of the County Administrator, it is determined that civil emergency conditions exist, the provisions of this Agreement may be suspended by County during the time of the civil emergency, provided however, that wage rates and monetary benefits shall remain in full force and effect. For purposes of the Agreement, civil emergency conditions include, but are not limited to, riots, civil disorders, severe weather conditions, or similar catastrophes, and any other occurrence, happening, or

event which in the sole discretion of County, the County Administrator, or designee, poses a threat or danger to public health, safety, or welfare.

As soon as County or the County Administrator (or designee) determines that civil emergency conditions no longer exist, County Administrator (or designee) will notify employees, and all employees shall immediately resume their regular shifts.

**Article 5**  
**Prohibition of Strikes**

**5.1 Prohibition**

Union and its members, officers, agents and representatives, individually or collectively, shall not authorize, encourage, induce, support, institute, aid, condone, or participate in any strike, interruption, slowdown, work stoppage, or any other form of unlawful interference with the work, operations, functions, powers, authority, duties, obligations, or rights of County.

**5.2 Duties of Union**

Union shall notify all of its members, officers, agents and representatives of their affirmative obligation and responsibility to comply with the Article, including but not limited to their duty to remain at work during any interruption caused or initiated by employees; shall encourage violating employees to return to work; and shall take whatever reasonable action is necessary to cure any violations.

**5.3 Violations**

Any violation of this Article shall subject the violator(s) to the penalties provided by law.

**5.4 Discipline**

Any employee who participates in, is a party thereto, or promotes any of the actions prohibited in Section 1 of this Article shall be subject to disciplinary action up to and including discharge.

**5.5 Penalties**

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any of the actions prohibited in Section 1 of this Article. Any employee who is discharged for violations of this Article or of applicable provisions of Florida Statutes shall, if appointed, reappointed, employed, or reemployed by County, serve a six (6) month probationary period following reappointment or reemployment. Compensation may in no event exceed that received by the employee immediately prior to the time of the violation and may not be increased for one (1) year.

## **5.6 Instructions by Union to Violators**

In the event of any violation of this Article, Union, after determining that the employees involved are Union members, shall immediately order its members verbally (where possible) and in writing to halt their activities and return to work. A copy of the written order will be provided by Union to County within 24 hours of its issuance.

## **5.7 No Arbitration**

This Article will be enforced only by the ordinary process of law. However, any employee who is disciplined for violating this Article may grieve such discipline pursuant to the Grievance Procedure (Article 9) of this Agreement.

## **5.8 Hold Harmless**

County agrees not to pursue any civil action against Union based on violations of this Article, provided that Union has fulfilled all of its obligations under this Article.

## **Article 6**

### **Non-Discrimination**

#### **6.1 Non-Discrimination**

Union and County shall apply the provisions of this Agreement equally to all employees without discrimination because of any federal, state, or local protected class or status.

Where County has an obligation to reasonably accommodate a disability under any federal or state law, County shall have the sole and exclusive right, power, and authority to make whatever accommodation it deems necessary as long as such accommodation does not violate a specific provision of this Agreement.

#### **6.2 By Union**

Union shall comply with all federal and state laws and the rules and regulations promulgated by the Florida PERC, and will accept persons into its organization as full members without regard to protected class or status..

Union shall not discriminate or retaliate against, intimidate, or harass any person employed by County because of their membership or non-membership in Union and/or legitimate, lawful activity on behalf of County.

#### **6.3 By County**

County shall comply with all federal and state laws and the rules and regulations promulgated by the Florida PERC, and will not discriminate against any employee covered by this Agreement because of membership in the Union or legitimate, lawful activity on behalf of Union members.

#### **6.4 Employee Violations**

Any employee who violates the provisions of this Article is guilty of misconduct and shall be subject to discipline up to and including discharge.

**Article 7**  
**Rights of Employees**

**7.1 Union Membership**

Employees shall have the right and shall be protected in the exercise of such right to freely and without fear of penalty or reprisal, join, participate in, or not join or participate in Union. The freedom of employees to assist Union shall be recognized as extending to participation in the management of Union and acting for Union in the capacity of a Union representative.

**7.2 Representation**

Any employee wanting to meet and confer with a County manager or supervisor through the appropriate chain of command may, if the employee chooses, have Union representation at the meeting. Employees shall have the right to consult with Management without the intervention or assistance of a Union representative. However, County will not negotiate individually with employees on matters covered by this Agreement.

**7.3 Consultation**

Employees shall have the right to meet, confer, communicate, and consult with recognized Union representatives about grievances and other Union business during regular working hours, but only if these communications do not unnecessarily interrupt, delay, or otherwise interfere with the orderly, effective, and uninterrupted operations and functions of County. Union representatives shall complete Form 7.3 (See Appendix IV) to provide to their supervisor advance notice of scheduled Union Business as far in advance as practicable. When such Union Business is not scheduled in advance, through no fault of the Union, Union representatives shall call their supervisor and timely complete Form 7.3

**7.4 Job Description and Classifications**

Employees shall have the opportunity to review and discuss their job description or classification with their immediate supervisor. Moreover, the employee may have a Union steward present at any discussions regarding job descriptions or classifications. An employee who is not satisfied with the outcome of these discussions may submit a written grievance in accordance with Article 9 of this Agreement.

## **7.5 Agreement Precedence**

Unless otherwise allowed or permitted by law or the provisions of this Agreement, this Agreement shall supersede, take precedence over, and control any conflicting rules, regulations, and procedures adopted by County.

## **7.6 Right to Choose Representatives**

Union shall have the exclusive right to select employees from those covered by this Agreement to act as its officials and stewards. However, any employee selected by Union shall have completed an initial probationary period at the time of their selection.

There shall be no limit on the number of stewards selected by Union. However, County, at its option, may limit the number of stewards and/or Union officials who will be allowed to represent a grievant on any single issue up to Step 3 of the Grievance Procedure.

A written list of these officials and stewards shall be forwarded to County's Human Resources Director no later than 72 hours before the effective date of their appointment. Union shall then promptly notify County's Director of Human Resources of any change(s). No person shall perform any Union work, functions, duties, or activities unless these reporting requirements have been met. The number of officers and stewards shall periodically be reviewed by Union and County to insure consistency with work area locations and populations.

## **7.7 Representation for Grievances**

When an employee asks for Union representation in a grievance and/or disciplinary proceeding and the designated steward is unavailable during the prescribed time limits because of a good faith schedule conflict, the employee may consult an alternate steward or upon mutual agreement of the County and the Employee, the proceeding may be continued and reset to another time. Nothing in this Agreement shall be construed to authorize an employee to deliberately bypass a designated steward in the exercise of his or her duties.

## **7.8 Abatement of Representation**

Members who are on sick leave, family and medical leave (FMLA), bereavement leave, military leave, leave of absence without pay or receiving Workers' Compensation benefits shall not function or engage in Union business which is inconsistent with the condition(s) for which they are on leave or receiving benefits.



## **7.9 Time Off**

Up to two (2) Union representative for each single grievance shall be granted reasonable time off without loss of straight-time pay to investigate and present grievances, provided prior approval is obtained from the representative's supervisor.

County shall have the right to deny any employee time off when an emergency situation exists, staffing on shift would be reduced to a level that would adversely affect public safety, health, or welfare, or the employee's Union activities will interrupt the normal functioning or operations of any department or section.

## **7.10 Access**

Non-employees who are authorized, designated representatives of Union will be granted access to work areas during regular working hours to carry out Union business relating to this Agreement, provided these visits do not interfere with or interrupt the normal functioning or operations of any department or section, adversely affect public safety, health or welfare, or impede the services provided by County. Under no circumstances shall any Union representative conduct organizational or other meetings during regular working hours without the prior approval of County's Human Resources Director.

## **7.11 Solicitation**

During regular working hours, Union shall not engage in any type or form of solicitation, including but not limited to solicitation of membership, grievances, or funds; organizational activities; or collection of Union monies.

## **7.12 Bargaining Team**

Union will submit a written list of its collective bargaining team members to County's Human Resources Director prior to the initial bargaining meeting. County will furnish Union with a written list of its collective bargaining team members prior to the initial bargaining meeting. No more than four (4) employees shall be paid by County to serve on Union's collective bargaining team.

## **Article 8** **Discipline**

### **8.1 County's Rights**

County shall have the right to discipline or discharge any employee for just cause. Employees are subject to all rules, regulations, policies, and procedures adopted by the County or established by any of its departments or sections, including but not limited to the Policies & Procedures. Employees are also covered by all state laws and regulations governing public employees.

### **8.2 Basis for Disciplinary Action**

Management is responsible for investigating and evaluating allegations of employee misconduct or work deficiency. Any decision to take disciplinary action shall be based on a complete review of all available, relevant facts.

### **8.3 Corrective/Progressive Discipline**

Generally, County shall follow a policy of corrective and progressive discipline by which less severe forms of discipline are imposed prior to resorting to the imposition of more severe sanctions for the same or similar conduct by the employee. County, however, reserves the right to impose even the most severe discipline as an initial measure when circumstances warrant.

In determining discipline to be imposed, Management shall consider, at a minimum, an employee's record and years of service to County.

### **8.4 Time for Taking Disciplinary Action**

Discipline shall be imposed within twenty (20) business days of the date of the alleged infraction and/or within twenty (20) business days of the date Management learns of the alleged infraction. Upon mutual agreement with the Union, the County shall have the right to impose discipline beyond the twenty (20) business day limit if an investigation is unusually complex and provided the investigation begins within twenty (20) business days of the date Management learns of the alleged infraction.

However, where an alleged infraction of federal, state or local law is involved, there shall be no time limitation for County to take appropriate disciplinary action.

Where the alleged infraction involves, or relates to, an accident and is referred to the Workplace Safety Committee, County will notify an employee in writing that they may be subject to discipline pending the outcome of the Committee's findings. An employee who is referred to the Workplace Safety Committee shall, at the employee's option, be allowed to appear before the Committee to testify on their own behalf.

#### **8.5 Discipline Investigation File**

A discipline investigation file will be established in the Human Resources Department until the investigation is closed and/or discipline is imposed, if warranted. Union and County agree that except for those exemptions pursuant to Florida Statutes, all County personnel records are subject to public disclosure.

#### **8.6 Appeals/Grievances**

Disciplinary matters are of the utmost concern and employees shall be afforded the opportunity of a rapid, fair, and equitable appeal procedure. Accordingly, disciplinary actions may, at the employee's option, be appealed through the Grievance Procedure (Article 9) of this Agreement or through the Dispute Resolution Policy.

Employees on initial probation shall have access to the Grievance Procedure (Article 9) of this Agreement up to, but not including, arbitration. However, the discharge, demotion, or layoff of employees on initial probation shall not be subject to either the Grievance Procedure of this Agreement or the Dispute Resolution Policy. (See also Article 13.1 of this Agreement)

#### **8.7 Grieved/Appealed Discipline**

Discipline is documented in an employee's County personnel file at the time the internal investigation is finalized and/or discipline imposed. Should any discipline be successfully grieved or appealed, a copy of this successful grievance or appeal shall be attached to the discipline in the employees' County personnel file.

**Article 9**  
**Grievance Procedure**

**9.1 Union's Obligation**

Union's obligation to represent employees in the grievance procedure is set forth in Florida Statutes § 447.401. Union shall not be required to process grievances for employees who are not members of Union, however, nothing in this provision shall be construed to prevent any employee from representing their own grievance.

**9.2 General Rules**

- (a) A grievance is defined as a dispute over the application, interpretation, or a violation of the specific terms and conditions of this Agreement.
- (b) Disputes other than grievances as defined in this Article shall be resolved in accordance with County's Dispute Resolution Policy.
- (c) In the event an employee or Union files a claim with any court or administrative agency covering the subject matter of a grievance, County or Union may dismiss the grievance and take no further action.
- (d) An employee shall, at their option, have the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this provision shall be construed to prevent any employee from presenting their own grievance and having such grievance adjusted without the intervention of Union, provided the adjustment and the procedure used are in accordance with Florida Statutes, Chapter 447. A copy of any final resolution to a grievance processed without Union involvement shall be provided to Union within five (5) business days of such final resolution.

Union may file a class action grievance when the grievance involves identical facts applicable to more than one (1) employee. A class action grievance shall be initially submitted at Step 3.

- (e) In the event an employee is suspended without pay, demoted, or discharged, they shall be given a pre-determination conference which will be considered Step 1. However, the employee may waive their right to such a pre-determination conference in writing on the prescribed form and move to Step 2.

- (f) Grievances not submitted within the time limits prescribed for each step shall be considered untimely, and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by Management. A grievance not answered within the time limits prescribed for each step shall entitle the employee to advance the grievance to the next step.
- (g) The requirements in Steps 1 through 3 for written grievances and answers shall not preclude the aggrieved employee, Union, and/or Management representatives from orally discussing and resolving the grievance. Oral discussions through Step 3 shall not cause the aggrieved employee or Union representative any loss of pay even though those discussions will normally be held during regular working hours.
- (h) When a grievance meeting is held during the scheduled working hours of the grievant, steward, and/or Union official, the grievant, steward, or Union official involved shall lose no pay.
- (i) Up to two (2) Union officials shall be allowed reasonable time off with pay during their regular shift hours for investigating, presenting, and appealing grievances, provided normal operations and functions are not adversely affected or interrupted and at the discretion of the Human Resources Director.
- (j) Union shall exercise due care to prevent the use of excessive time for activities authorized by this Article.
- (k) The time limits prescribed in this Article may be extended by mutual agreement of Union and County's Human Resources Director or designee.
- (l) Any Union representative who wishes to interview employees or view the working area for the purpose of investigating a grievance shall first obtain permission from the appropriate supervisor. Permission will not be unreasonably denied, provided Union's request does not interfere with County operations. If permission is denied, Union will be allowed to complete the interview and/or viewing at another mutually convenient time.

- (m) Employees shall follow all written and verbal directives, even if those directives are alleged to be in conflict with the provisions of this Agreement. Compliance with such directives will not prejudice the employee's right to file a grievance within the prescribed time limits, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directives pending the outcome of a grievance unless health or welfare is being endangered.

### **9.3 Grievance Procedure**

#### **(a) Step 1:**

An aggrieved employee shall reduce his/her grievance to writing on a standard form and present the written grievance to his/her immediate supervisor within 15 business days of the event causing the grievance or within 15 business days of when the aggrieved employee becomes aware of such event. The grievance must be specific, identifying the incident event and details and not just quoting the article of the contract. The immediate supervisor may seek the help of any other individual who may offer assistance or information which will aid in rendering a decision.

Within five (5) business days after receiving the grievance, the supervisor shall meet with the aggrieved employee and/or the Union representative to seek a resolution of the grievance. The supervisor shall give a written decision or answer to the employee and/or Union representative no later than five (5) business days after that meeting.

#### **(b) Step 2:**

If the grievance is not resolved at Step 1, the aggrieved employee shall present the written grievance to the Union's Grievance Committee within five (5) business days of the decision rendered at Step 1. If the aggrieved employee is self-represented, Step 2 is not applicable.

Within five (5) business days, the Union's Grievance Committee shall determine whether the grievance is valid and has merit. If the Union's Grievance Committee finds the grievance invalid and/or without merit, no further action shall be taken by the aggrieved employee or the Union.

**(c) Step 3:**

If the Union's Grievance Committee determines that the grievance is valid and has merit, the aggrieved employee or Union representative shall present the written grievance to the aggrieved employee's Department Head within five (5) business days of the decision being rendered by the Union's Grievance Committee.

Within five (5) business days after receiving the grievance, the Department Head shall meet with the aggrieved employee and/or the Union representative to seek a resolution of the grievance. The Department Head shall give a written decision or answer to the employee and/or Union representative no later than five (5) business days after that meeting.

**(d) Step 4:**

If the grievance is not resolved at Step 3, the written grievance shall be presented by the Union representative to Human Resources within five (5) business days of the decision rendered at Step 3.

Within five (5) business days after receiving the grievance, the Director of Human Resources or designee shall meet with the aggrieved employee and/or the Union representative to seek a resolution to the grievance. The Human Resources Director or designee shall give a written decision or answer to the employee and/or Union representative no later than five (5) business days after that meeting.

**(e) Mediation:**

If the grievance is not resolved at Step 4, the aggrieved employee (if self-represented) and/or, Union and County may jointly request mediation by serving written notice on the Federal Mediation and Conciliation Service (FMCS) no later than fifteen (15) calendar days after the Human Resources Director's decision at Step 4.

Mediation shall be completed within forty-five (45) calendar days of the date the mediator was advised of their selection, unless otherwise extended by written agreement of Union and County.

If the grievance is resolved as a result of mediation, the resolution shall be reduced to writing and signed by Union and County. If the grievance is not

resolved as a result of mediation, the aggrieved employee or Union may request arbitration within the applicable time limits.

**(f) Arbitration:**

If the grievance is not resolved through the mediation process, the aggrieved employee or Union may request arbitration by serving written notice on County's Human Resources Director no later than fifteen (15) calendar days after the date of mediation.

All petitions for arbitration shall be accompanied by a written statement of the specific provisions of this Agreement which are at issue and shall include all information required in written grievances. If the grievance is not appealed to arbitration within the prescribed time, the Step 4 decision or answer shall be final, conclusive, and binding on the aggrieved employee, Union, and County.

The FMCS is to assist in the selection of an arbitrator by furnishing a panel of seven (7) qualified arbitrators. An arbitrator shall be selected from the panel by alternate striking of names with the party making the first strike to be determined by the toss of a coin. Either party shall have the opportunity to reject one (1) panel of arbitrators in the entirety.

All phases and aspects of the arbitration, including procedure and enforcement, shall be conducted under and governed exclusively by the rules of FCMS.

The arbitrator shall have no power or authority to modify, amend, change, ignore, add to, subtract from, or otherwise alter or supplement this Agreement, any part thereof, or any amendment thereto. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the parties and has no authority to consider or rule upon any matter which is not subject to arbitration under this Agreement, is not a grievance as defined herein, or is not specifically covered by the Agreement. The arbitrator may not issue declaratory or advisory opinions and shall rule only on actual and existing questions presented by the parties. Moreover, the arbitrator must base their decision on applicable law and judicial precedent and has no power or authority to make a legally erroneous decision.



The arbitrator's decision shall be in writing within thirty (30) calendar days following the conclusion of the hearing. Except as otherwise provided by law, the decision of the arbitrator shall be final, conclusive, and binding on the aggrieved employee, Union, and County.

If the grievance appealed to arbitration is a continuing one or involves some claim of money against the County, any award made by the arbitrator which allows accruals shall limit those accruals to no more than one (1) pay period prior to the date the grievance was submitted in writing at Step 1. Accounting errors shall not deprive an aggrieved employee of compensation which was justly earned.

Any corrective action necessary to comply with an arbitrator's decision shall be implemented no later than fifteen (15) calendar days after the decision is received.

The compensation and expenses of the arbitrator shall be paid by the losing party to the arbitration. Each party shall be responsible for the expenses of: a) their own attorney's fees; b) any witnesses the party calls to testify at the arbitration hearing; c) any transcript the party orders. Arbitration shall be in Charlotte County, Florida on a date and at a time and location mutually agreeable to the parties to the arbitration.

**Article 10**  
**Dues Deduction**

**10.1 Authorization and Limitation**

Subject to applicable law, employees may submit written authorization to County for payroll deductions for the purpose of paying Union dues and uniform assessments. However, no deductions will be made for fines, penalties, or special assessments imposed by Union.

No deductions shall be made from the pay of any member for any payroll period in which the member's net earnings, after other deductions, are less than the amount of dues to be deducted.

Authorizations for payroll deductions must be submitted to County's Human Resources Department. Authorizations that are delivered on or before the 20<sup>th</sup> day of any month will apply to and be deducted from the first paycheck of the next succeeding month. Authorizations currently on file shall remain in full force and effect unless revoked. Employees may revoke dues authorization by giving written notice at least thirty (30) calendar days in advance of the effective revocation date.

**10.2 Notification**

Union will initially notify County's Human Resources Director as to the amount of dues or uniform assessments to be deducted from a member's salary on a bi-weekly basis. This notice must state the bi-weekly amount in dollars and cents. Such notification will be certified to the Human Resources Director in writing over the signature of an authorized Union Official at least thirty (30) calendar days in advance of the anticipated effective date. Changes in membership dues shall be similarly certified to the Human Resources Director and shall be submitted at least thirty (30) calendar days in advance of the effective date of such change.

**10.3 Transmittal**

Dues shall be deducted twice each month (i.e., twenty-four (24) times a year) and shall be remitted to Union on or before the 10<sup>th</sup> day of the month following deduction. County shall remit sums collected during the previous month to Union and provide a list of names and Employee ID number of all employees from whom sums have been collected during the previous month.

#### **10.4 Indemnification**

Union shall indemnify, defend, and hold County harmless against any and all claims, suits, demands, or take any other term of liability resulting from or related in any way to actions taken or not taken by County to make payroll deductions pursuant to this Article.

**Article 11**  
**Bulletin Boards**

**11.1 Bulletin Boards**

County will provide space on all existing County bulletin boards, including electronic, as approved by County, for use by Union.

**11.2 Location and Size**

In its sole discretion, County may change the location of any existing bulletin boards or do away with them entirely. However, if County eliminates any existing bulletin boards, Union may, at its own expense, replace them with a single bulletin board at mutually agreed upon locations. Union is entitled to use 25% of the total area of each existing bulletin board provided by County. Replacement bulletin boards erected by Union shall be used exclusively by Union, but cannot exceed 4'x3' in size.

**11.3 Limitations**

Bulletin board space may be used by Union for the following notices only: (a) Union literature; (b) notices and minutes of Union meetings; (c) notices of Union elections and results; (d) reports of Union committees; (e) Union recreational and social affairs; (f) notices by public bodies and agencies; and (g) other Union related material officially designated as such.

Notices containing any material which is (a) prohibited by federal, state or local law; (b) political, as it pertains to elected County office or County referendum issues; or (c) detrimental to any other labor organization shall not be posted by Union.

Any notice which violates the provisions of this Article may be removed at County's discretion after consultation with Union.

**Article 12**  
**Hours of Work and Overtime**

**12.1 Hours of Work**

This Article is intended to provide a basis for determining the number of hours of work for which employees shall be paid at overtime rate, and shall not be construed as a guarantee of any number of hours of overtime work. County has the authority to establish shifts, and to change, increase, decrease, initiate, restrict, or cancel a shift in order to meet the needs of County and to provide superior service to the community.

**12.2 Work Schedule**

The basic work schedule for full-time employees shall be forty (40) hours, normally consisting of five (5) consecutive eight (8) hour days, Monday through Friday. However, some employees may be required to work four (4) consecutive ten (10) hour days, or other alternate work schedules.

If circumstances or conditions prevent an employee from performing his normal work duties or functions, County may assign the employee to other tasks.

Full-time employees are guaranteed a forty (40) hour work week unless there are insufficient funds in County's budget, in which event employees will be laid off pursuant to Article 15 of this Agreement.

**12.3 Starting times/Schedule Changes**

Starting times for daily and weekly work schedules shall be determined by County. These schedules may be changed by County to meet its operational needs and/or to provide superior services to the community.

When practicable, Management will give advance notice of any schedule changes at least one work week prior to the effective date of the change and one week notice when a schedule change involves returning to the basic work week or the resumption of regular work shifts.

The basic work week and regular work shifts may be suspended without advance notice during any civil emergency declared by County. When County determines that any such civil emergency is over, employees shall immediately return to their basic work week and regular work shifts without advance notice.

Employees shall notify their supervisor in advance of a scheduled shift of any absence or tardiness, whenever possible.

#### **12.4 Breaks**

Employees shall be given work breaks which cumulatively do not exceed thirty (30) minutes per day. Where possible, breaks will be divided equally during the workday. Breaks will be determined by the immediate supervisor to best utilize assigned employees. During breaks, an employee may leave his work place, provided the maximum break time is not exceeded. Breaks shall be paid at the employee's regular rate and shall not result in lengthening an employee's regular day. Employees working ten (10) hour days shall be given an additional rest period of fifteen (15) minutes between the 8<sup>th</sup> and 10<sup>th</sup> hours.

#### **12.5 Overtime**

All authorized and approved work performed in excess of forty (40) hours in any one (1) work week shall be considered overtime. County Holidays, pursuant to Article 21, and non-disciplinary administrative leave with pay are considered "hours worked" for purposes of computing overtime. However, annual leave, sick leave, personal days, military leave, or other forms of paid leave are not considered hours worked when calculating overtime.

Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate (as defined by the Fair Labor Standards Act (29.U.S.C. § 201-219). Overtime will not be authorized unless approved by the County Administrator or designee.

Unless otherwise agreed to in writing by Union and County, overtime work will be distributed equitably among employees in a classification within the same department or work group. County shall keep a record of overtime hours worked for each employee within each department which will be available for inspection at all times by any employee.

Employees shall be required to work overtime when assigned unless excused by Management. Selection for overtime shall be made on a rotational basis whenever practicable. In the event an insufficient number of employees respond to an overtime request, then assignment shall start with the least senior employee within the affected classification and department. Employees who refuse assignment shall be subject to disciplinary action up to and including discharge.

An employee assigned to and working on an assignment will be asked to complete it on overtime without resorting to a rotative list, provided the work to be performed requires two (2) hours or less.

## **12.6 Compensatory Time**

Compensatory time may be authorized by the Director, or designee, in lieu of the payment of overtime.

Compensatory time shall be mutually agreed to by an employee and Management prior to the beginning of the assignment. However, permission to use compensatory leave shall not be unreasonably denied.

Compensatory time shall be given at the rate of one and one-half (1-1/2) times the number of hours that the employee works in excess of forty (40) hours in any one (1) work week. In no event, however, shall an employee accrue more than 240 hours of compensatory time.

Compensatory time must be used on or before the earlier of: (a) sixty (60) calendar days after it was earned; or (b) the effective date of any change in the employee's straight-time hourly rate from what it was when the compensatory time was earned. If not used by either of these deadlines, the compensatory time shall then be paid out in the check for the next, full bi-weekly payroll period, or prior to any pay increase, or prior to the end of the fiscal year.

Department Heads are responsible for monitoring the use of compensatory time in strict accordance with this Section.

**Article 13**  
**Probation**

**13.1 Initial Probation**

All newly hired or rehired employees shall be placed on probation for the first three (3) months of their employment. County may, at its discretion, extend this probation up to an additional three (3) months. If probation is extended, the Department Head or designee shall, if practicable, notify the employee of the reasons for extending probation ten (10) business days in advance.

During any period of initial probation County may, at its sole discretion, terminate probationary employee without cause.

The discharge, demotion, or layoff of an employee on initial probation shall not be subject to any appeals or grievance procedures. However, employees on initial probation are eligible for Union membership and entitled to the security provisions of this Agreement. (See Articles 8 and 9 of this Agreement.)



## **Article 14** **Seniority**

### **14.1 Computation of Seniority**

For purposes of this Article, seniority is defined as continuous length of service with County. Only service as a full-time employee will be used to calculate seniority. Leaves of absence without pay will not count in the computation in accordance with Article 20.9, of this Agreement. For employees hired on the same date, seniority will be based on the last four (4) sequential digits of their Social Security Number with the highest number being senior.

### **14.2 County Seniority**

County seniority is the length of time that an employee has been continuously employed on a full-time basis with County. County seniority shall be used to compute length of service for vacations, layoff and recall, service awards, and other matters or benefits based on length of service.

County seniority may be used as a final determining factor in considering an employee for competitive job change when all other factors are equal.

### **14.3 Classification Seniority**

Classification seniority is the length of time that an employee has been continuously employed on a full-time basis in their current job classification. When probation is successfully completed, length of service in a classification reverts to the employee's date of entry, transfer, or promotion into their present classification.

In the event a classification is created in the bargaining unit, and said classification consists in whole or in part of duties from two (2) or more existing classifications that are to be affected, employees from the affected classifications who may be assigned to the new classification shall be deemed to have classification seniority in the new classification.

### **14.4 Departmental Seniority**

Departmental seniority will be used for purposes of tie-breaking in layoff and recall, pursuant to Article 15.3 and 15.4

#### **14.5 Loss of Seniority**

Employees will lose their continuous length of service (County Seniority) and their employment with County, and shall be considered terminated for all purposes if they: (a) quit or resign; (b) retire; (c) are discharged; (d) are absent without authorized leave for three (3) consecutive business days; (e) fail to return to work from military leave within the time limits required by County policy; (f) fail to return to work from leave with or without pay; (g) fail to notify Human Resources of the intent to return to work seven (7) calendar days following the date stated on the recall letter and/or fail to report to work within fourteen (14) calendar days of the date stated on the recall letter after being recalled from a layoff by certified letter sent to their last known address as shown on the records of County's Human Resources Department; or (h) work another job that is inconsistent with the condition(s) for which an employee is on paid leave, leave without pay, or receiving Workers' Compensation benefits.

**Article 15**  
**Layoff and Recall**

Layoff selection among full-time employees shall be based on total retention points as outlined below. However, when two or more employees have the same combined total of retention points, departmental seniority shall control. Retention points shall be calculated by the County, but County's determination is subject to appeal pursuant to the grievance procedure of the Agreement. Any deviations from this layoff selection process will be discussed with Union before being affected.

**15.1 Selection for Layoff and Recall**

All employees in each of the affected classes performing same or similar jobs will be ranked on a Layoff List separately based on their total retention points. The retention points shall be calculated as follows:

**(a) County Seniority:**

Three (3) points for each full calendar year of County service.

**(b) Discipline:**

Retention points shall be deducted in the following manner for disciplinary actions during the two (2) years immediately preceding the date of notification of Layoff:

- i. **Written Warning** – 1 point
- ii. **Suspension** – 1.5 points for each day
- iii. **Involuntary Demotion** – 10 points for each demotion

**(c) Veteran's Preference:**

Employees eligible for veteran's preference shall have points equivalent to five percent (5%) or ten percent (10%) of their cumulative points added to their total retention points, depending on veteran status or as may otherwise be required by law. Employees eligible for preference as disabled veterans shall have points equivalent to fifteen percent (15%) of their cumulative points added to their total retention points, or as may otherwise be required by law.

**15.2 Notice of Layoff Retention Points**

The affected employees will be provided the calculation of their retention points.

### **15.3 Order of Layoff**

- (a) In determining the order of employees to be laid off, employees with the least combined total of retention points in the affected class shall be laid off first.
- (b) Should two (2) or more employees have the same combined total of retention points; the employee with the least departmental seniority will be laid off first. Should a tie continue to exist, then the employee with the lowest last four (4) digits of their Social Security number will be laid off first.
- (c) Employees who are identified for layoff will be given written notice of layoff at least five (5) business days prior to the date of layoff. The notice shall state the reason for separation and the date it is to become effective.

### **15.4 Job Displacement (“Bumping”)**

Employees affected by layoff action may:

- (a) Accept the layoff and be removed from the active payroll; or
- (b) Retention points permitting, accept a position in a lower classification within the Bargaining Unit and their current department.

Employees in Category B above, other than those who are in the lowest pay grade in the Bargaining Unit shall have the opportunity to displace employees with less retention points in a lower classification in the same department provided the displacing (bumping) employee meets the then current minimum qualifications of the classification of the employee to be displaced and the employee can perform the essential functions of the classification of the employee to be displaced. Employees with the least retention points shall be laid off.

Employees shall be laid off from the lowest pay grade in the Bargaining Unit on the basis of retention points. Should two or more employees have the same combined total of retention points, the employee with the least departmental seniority will be laid off first. Should a tie continue to exist, then the employee with the lowest last four (4) digits of their Social Security number will be laid off first.

## **15.5 Pay Upon Displacement**

Employees who accept or are placed in a lower classification as a result of demotion or transfer based on layoff shall receive a 5% reduction to their current straight time hourly rate of pay or the maximum of the pay range of the new classification, whichever is lower.

Any demotion or transfer based on layoff shall not result in an increase in the basic hourly rate of any employee.

## **15.6 Recall**

Employees laid off may be recalled into positions that become available in the same job classification from which the employee was laid off, provided the employee is able to perform the essential functions of the classification defined at the time of recall, with or without reasonable accommodation. The order of recall shall be in the reverse order based on the total retention points, in that, those with highest points shall be recalled first within the same classification. Recall will be made by certified mail to the last address as shown in the County's Records.

Such right of re-employment shall become effective the date of layoff and continue for fourteen (14) months or until the employee is removed from that classification's eligibility list, whichever occurs sooner. Recalled employees must communicate their intention of returning to work to the Human Resources Director within seven (7) calendar days of the date stated on the recall letter and must report to work within fourteen (14) calendar days of the date stated on the recall letter or forfeit their County seniority and recall rights under layoff and recall.

If an employee declines an offer of a position within the same job classification from which the employee was laid off, the employee will forfeit their County seniority and recall rights under layoff and recall.

## **15.7 Service Upon Recall**

Upon recall, the employee shall be allowed to include all service which was creditable on the date of the layoff when computing the employee's length of service provided that the employee is recalled within fourteen (14) months of the effective date of layoff.

## **15.8 Physical Examination/Background Screening Upon Recall**

The County reserves the right upon recall to require a post-recall offer physical examination including drug/alcohol testing, background, and criminal records and driver's license check, successful completion of which are a prerequisite to a recalled employee's reassignment. If an employee fails to successfully pass any one of the above listed tests, they will lose their seniority and all recall rights under layoff and recall.

**Article 16**  
**Jury Duty**

**16.1 Notification**

An employee called for jury duty shall promptly notify their immediate supervisor and provide a copy of the court subpoena or summons so that arrangements may be made in advance for their absence from work.

Additionally, employee shall notify their supervisor prior to their shift on each day the employee is required to report for jury duty.

**16.2 Pay for Work Hours**

Employees subpoenaed or summoned for jury duty shall receive straight-time pay for the hours they are required to be absent from scheduled work. An employee shall provide proof of jury service before pay for jury duty is approved.

Any allowances or fees received from the Court for jury service shall be retained by the employee.

An employee called for jury duty while on scheduled annual leave shall receive their straight time hourly rate for jury service time which corresponds to the scheduled workday. In addition, such employee's annual leave hours will be reinstated upon presentation of satisfactory evidence of jury service.

Employees who serve on a jury on a County holiday as recognized in Article 21 shall receive holiday pay in lieu of their straight time hourly rate for jury duty.

**16.3 Return to Shift**

An employee who serves on jury duty for only a portion of their regularly-scheduled work day shall not be required to report to work for that day if less than two (2) hours are remaining on their shift.

## **Article 17**

### **Administrative Hearings and Court Appearances**

#### **17.1 Administrative Proceedings**

If an employee is subpoenaed or directed by Management to appear and testify on behalf of the County at any administrative proceeding, the employee shall receive their straight-time hourly rate for all hours, including off-duty time, spent in such administrative hearing.

When an employee voluntarily appears and testifies at an administrative proceeding, the employee is ineligible for any pay or compensation from County for time spent at the proceeding. However, an employee may use annual leave to which they are entitled for such appearances.

#### **17.2 Court Attendance**

If an employee is subpoenaed or directed by Management to appear and testify at a court proceeding, or is subpoenaed by a third party to appear and testify concerning a matter in which the employee's involvement arose from County duties, the employee shall receive their straight-time hourly rate for all hours, including off-duty time, spent in such court proceeding. Employees shall similarly be paid for their involvement in the taking of a deposition.

When an employee voluntarily appears and testifies at a court proceeding or deposition, they are ineligible for any pay or compensation from County for time spent at the proceeding or deposition. However, an employee may use annual leave to which they are entitled for such appearances.

#### **17.3 Employees as Defendants in Lawsuits**

When an employee becomes a defendant or is a potential defendant in a pending or threatened lawsuit because of County duties, the employee shall disclose this information in writing to the County Attorney. Such disclosures shall be made through the employee's immediate supervisor, shall be submitted within 48 hours, and shall provide the County Attorney with a copy of any summons, complaint, or other notice received. This disclosure from the employee must include the precise date, time, and manner of service of process or other notice, and shall state whether the employee requests and authorizes the County Attorney to represent them in the matter.



## **17.4 General Procedures**

The following provisions apply when an employee is required to appear under the provisions of this Article:

- (a) Any allowances or fees received for appearing and testifying at an administrative proceeding, deposition, or court proceeding shall be retained by the employee.
- (b) An employee required to appear for an administrative proceeding, deposition, or court proceeding shall promptly notify their immediate supervisor with appropriate documentation so that arrangements can be made in advance for the employee's absence from work.
- (c) Employees required to appear for an administrative proceeding, deposition, or court proceeding while on scheduled annual leave shall receive their straight-time hourly rate for service which corresponds to their scheduled workday. In addition, such employee's annual leave hours will be reinstated upon the presentation of satisfactory evidence of appearance.
- (d) Employees required to appear for an administrative proceeding, deposition, or court proceeding on a holiday shall receive holiday pay in lieu of their straight-time hourly rate for such appearances.
- (e) Employees required to appear for an administrative proceeding, deposition, or court proceeding are compensated only for the actual time they are required for such appearances. This time begins when the employee is required to appear and ends when they are released by the presiding official.
- (f) If an employee is required to report for an appearance two (2) or more hours after their scheduled shift begins, the employee shall report to work before responding to the required appearance. Employees shall return to work after their appearance if two (2) or more hours remain in their scheduled shift.
- (g) An employee who appears under the provisions of this Article shall be eligible for call-back pay however, an employee is not eligible for call back pay when returning to work during their scheduled shift.

- (h) An employee who becomes a plaintiff or defendant in a legal action not related to the performance of County duties shall not be eligible for pay under the provisions of this Article.

**Article 18**  
**Bereavement Leave**

**18.1 Bereavement Leave Provision**

In the event of a death in an employee's immediate family, the employee shall be granted leave with pay up to a maximum of three (3) consecutive business days. In the case of simultaneous multiple deaths, leave with pay will not exceed six (6) consecutive business days. Employees taking bereavement leave shall be compensated at their straight-time hourly rate. Bereavement leave must be taken within five (5) calendar days of the death or funeral.

In the event that the death of an employee's immediate family member requires the employee to travel out of the state, the employee will be authorized up to a total of one (1) work week of bereavement leave at their request.

**18.2 Immediate Family**

For the purpose of this Article, the following relationships are considered an employee's immediate family: spouse or registered domestic partner as recognized by law, father, mother, son, daughter, brother, sister, current father-in-law, current mother-in-law, grandparents, grandchildren, sibling's current spouse, current daughter-in-law, current son-in-law, current stepfather, current stepmother, legal guardian, and current foster and stepchildren.

Spouse means a husband or wife as defined or recognized under state law for purposes of marriage.

**18.3 Other Deaths**

Leave granted because of the death of someone other than an employee's immediate family shall be assessed as annual leave. Such use of annual leave shall not be unreasonably withheld.

**18.4 Proof**

An employee shall provide proof of death of their family member if requested by Management. An employee requesting bereavement leave shall do so in writing on the prescribed leave request form. Bereavement leave will not be withheld pending submission of the proof of death. However, an employee who is asked and does not submit timely verified proof of death shall immediately reimburse County any and all

compensation they received for time they were absent. Management may also request proof of the employee's need to travel out of state.

**Article 19**  
**Military Leave**

**19.1 Active Duty**

Employees will be granted leave for active military service or duty in accordance with applicable laws as may be amended from time to time.

**19.2 Reserve or Guard Training**

County shall grant a leave with pay to any employee called to duty for training purposes with the National Guard or a reserve unit of the United States which conflicts with their work schedule. Leave with pay to attend military training shall not exceed thirty (30) working days (240 hours) in any twelve (12) month period.

**19.3 Active Military (Reservist) Duty**

Pursuant to Florida's Military Service Compensation Law, Florida Statutes 115.09 and 115.14, and Charlotte County Resolution No. 2001-192, when called to active duty, an employee shall receive full County pay for the first thirty (30) days of active duty.

Thereafter, while on active duty, employee shall receive the pay necessary to raise their military pay to the level of County pay at the time called to active duty and continue existing health and other benefits.

**19.4 Request for Military Leave**

As a condition precedent to receiving military leave, the employee is required to submit a copy of orders or a statement from the appropriate military commander as evidence of military duty. The orders or statement must be attached to a formal written request for military leave submitted by the employee to their Department Head. These documents must thereafter be sent to County's Human Resources Department for processing.

## Article 20

### Leave of Absence Without Pay

#### **20.1 Family and Medical Leave**

Leave without pay shall be granted to all employees who qualify under the Family and Medical Leave Act of 1993 (29 U.S.C. §§ 2601, et seq. as amended) and County policy.

#### **20.2 Leave of Absence Without Pay**

Leave without pay for reasons not covered by the Family Medical Leave Act may, at County's sole discretion, be granted to employees, after exhausting all leave time.

#### **20.3 Employees on Initial Probation**

An employee on initial probation may be granted a leave of absence without pay not to exceed two (2) weeks at the sole discretion of the probationary employee's Department Head. The employee's initial probation shall be extended to allow for any approved leave without pay.

#### **20.4 Full-Time Employees**

Leaves of absence without pay for a period of two (2) consecutive work weeks may be approved by an employee's Department Head. Employees may request a leave of absence without pay for a specified duration in excess of two (2) consecutive work weeks. Any such request must be approved by the employee's Department Head and County's Human Resources Director.

#### **20.5 Effective Date**

A leave of absence without pay shall be effective beginning with the first day of absence after first exhausting all annual and, if appropriate, all sick leave.

#### **20.6 Exhaustion of Sick Leave**

An employee shall utilize all accrued sick leave for medical disabilities prior to requesting a medical leave of absence without pay.

## **20.7 Medical Leave of Absence Without Pay**

Any request for medical leave of absence without pay, including extension, must be approved by the employee's Department Head and County's Human Resources Director.

## **20.8 Extensions**

Any extensions to an authorized leave of absence without pay must be requested by the employee in writing and approved by the employee's Department Head and County's Human Resources Director.

## **20.9 Non-Accrual**

No annual leave, sick leave, holidays or any type of seniority will be earned by an employee for the time that they are on an authorized leave of absence without pay.

## **20.10 Insurance Coverage**

Health, life, and long-term disability insurance benefits for an enrolled employee and enrolled dependents may be continued for up to the first six (6) months of an authorized leave of absence without pay.

## **20.11 Continuation of Insurance Coverage**

Insurance coverage will continue during an authorized leave of absence without pay. Risk Management will make arrangements for payment of the normal payroll deductions for insurance coverage on a monthly basis.

## **20.12 Maximum Duration**

A leave of absence without pay may be granted only up to a maximum of 12 months.

## **20.13 Extension of Insurance Benefits**

- (a) Life insurance benefits cannot be extended beyond the initial six (6) months of a leave of absence without pay.
- (b) Long term disability insurance will cease after the initial six (6) months of a leave of absence without pay unless the employee has applied for, and has been approved by, the insurance carrier for disability benefits under such coverage.

- (c) Health insurance benefits will be extended after the initial six (6) months of a leave of absence without pay in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (42 U.S.C . §§ 300bb-1, et seq.).
- (d) Employees shall be responsible for contacting County's Risk Manager regarding any request for extensions of insurance benefits.

#### **20.14 Employee's Responsibility**

- (a) An employee on a leave of absence without pay shall keep their department informed each month of the current status unless otherwise directed by County.
- (b) An employee on a leave of absence without pay shall keep their department advised of any change in their current address or telephone number.
- (c) An employee who fails to comply with Paragraphs (a) or (b) of this Section may be removed from the leave of absence without pay and required to return to work or be discharged.
- (d) An employee who wishes to return to work before the leave of absence without pay has expired shall provide their department with at least two (2) weeks prior notice to allow the department time to process the employee's return to active payroll.
- (e) An employee returning from a medical leave of absence without pay will be required to submit a statement from the employee's physician, at the employee's expense, certifying the employee's fitness to return to full duty.
- (f) An employee shall be returned to their former classification if on leave of absence without pay for sixty (60) calendar days or less, unless circumstances have so changed as to make it impossible or unreasonable to do so as determined by County's Human Resources Director.
- (g) An employee on a leave of absence without pay for sixty (60) or more calendar days shall be permitted to return to work, provided a vacancy exists in their classification. If such a vacancy does not exist, County shall make a reasonable effort to transfer the employee within thirty (30) calendar days to a classification for which the employee is qualified. If no such transfer is accomplished, the employee shall be discharged and



placed on an eligibility list for their classification for a period of six (6) months.

- (h) An employee reinstated to their prior classification from a leave of absence without pay shall be eligible to receive their prior rate of pay in addition to any general pay increases applicable to their classification.
- (i) An authorized leave of absence without pay in excess of two (2) consecutive work weeks will result in a corresponding adjustment of the employee's anniversary date of employment and seniority dates.

**Article 21**  
**Holidays and Personal Days**

**21.1 Holidays**

County shall observe the following paid holidays:

- |                              |                                |
|------------------------------|--------------------------------|
| 1. Veteran's Day             | 7. Martin Luther King, Jr. Day |
| 2. Thanksgiving Day          | 8. President's Day             |
| 3. Friday after Thanksgiving | 9. Memorial Day                |
| 4. Christmas Eve             | 10. Independence Day           |
| 5. Christmas Day             | 11. Labor Day                  |
| 6. New Year's Day            |                                |

**In computing overtime, Holidays are considered "hours worked."**

**21.2 Holiday Pay**

Employees will receive eight (8) or ten (10) hours (depending on their work schedule) at their straight-time hourly rate for each of the holidays listed in Section 1 of this Article.

An employee who is scheduled to work on a holiday and who, in fact, does work on a holiday, shall receive one and one-half (1-1/2) times their straight-time hourly rate for the hours actually worked on the holiday plus the holiday pay for such holiday.

An employee who is scheduled to work on a holiday and who reports sick will be charged with sick leave for the holiday.

Unless an employee satisfies County as to the legitimacy of their excuse, failure to report for work on a holiday after being scheduled shall be cause for denial of holiday pay and may result in disciplinary action up to and including discharge. An employee who is not scheduled to work on a holiday, but who is called in and, in fact, works on that holiday shall receive one and one-half (1-1/2) times their straight-time hourly rate for the hours actually worked on the holiday plus the holiday pay for such holiday.

**21.3 Requirements for Holiday Pay**

In order to qualify for holiday pay an employee must be on active pay status or work on their regularly-scheduled workday immediately prior to the holiday and on their regularly-scheduled workday immediately following the holiday.

Employees on Workers' Compensation will be eligible for holiday pay if they are on active pay status during any of the pay period in which the holiday is observed.

#### **21.4 Day/Date of Observance**

The County Administrator shall determine the day and date of observance for each holiday listed in Article 21.1 and shall additionally determine whether County functions will be open or closed for that holiday.

#### **21.5 Personal Days**

County shall grant two (2) non-cumulative Personal Days during the fiscal year to all employees who have completed their Initial Probation (See Article 13.1 of this Agreement).

Personal Days must be taken on normal workdays during the fiscal year in which they are accrued and shall not be considered as hours worked for the purpose of calculating overtime. Employees are encouraged to secure prior approval for their use of a Personal Day whenever possible. Depending on an employee's work schedule, Personal Days shall be taken in full work-day increments only.

#### **21.6 Professional Development Day (Floating Holiday)**

County shall grant one (1) non-cumulative Professional Development day during the fiscal year to all employees who have completed their Initial Probation (See Article 13.1 of this Agreement).

The Professional Development Day must be taken on a normal workday during the fiscal year in which it is accrued and shall not be considered as hours worked for the purpose of calculating overtime. Employees are encouraged to secure prior approval for their use of a Professional Development Day whenever possible. Depending on an employee's work schedule, the Professional Development Day shall be taken in a full work-day increment only.

#### **21.7 Universal Leave Re-Opener**

If and/or when a Universal Leave Program is considered, Union and County agree to a re-opener of this Article and Section for the purpose of implementing a universal leave program.

**Article 22**  
**Annual Leave**

**22.1 Annual Leave**

County agrees to provide employees with annual leave as set forth in this Article.

**22.2 Requests to Use Annual Leave for Vacation**

Application for annual leave shall be made in advance. To minimize the disruption of service, based on departmental operational needs, the number of employees within any job classification who may take annual leave at the same time may be limited to ensure no disruption in the provision of service. The employee's Department Head or designee shall retain the right to approve or deny time off based on the needs of the Department. However, approval shall not be unreasonably withheld. When a written request for annual leave is denied, the employee will be notified in writing within five (5) business days, if practicable.

**22.3 Requests to Use Annual Leave for Other than Vacation**

Employees are not prevented from using Annual Leave for reasons other than vacation; e.g., for illness when Sick Leave is exhausted; for non-sick emergencies; for unanticipated personal events; for professional appointments, and the like. Should an employee wish to use annual leave for something other than vacation, he may do so by requesting such leave prior to its anticipated use. The employee's Department Head or designee shall retain the right to approve or deny time off based on the needs of the Department. However, approval shall not be unreasonably withheld. The smallest amount of time which can be charged against annual leave is 1/4 of an hour.

**22.4 Annual Leave Accrual**

Employees shall accrue annual leave on the following basis:

<b><u>Years of Service</u></b>	<b><u>Bi-Weekly Accrual</u></b>	<b><u>Annual Accrual</u></b>
Employment through five (5) years	3.08 hours	80.0 hours
Employment of five (5) years	14.62 hours	120.0 hours

<b><u>Years of Service</u></b>	<b>Bi-Weekly Accrual</b>	<b>Annual Accrual</b>
Employment of more than ten (10) years to fifteen (15) years	5.39 hours	140.0 hours
Employment of more than fifteen (15) years to twenty (20) years	5.77 hours	150.0 hours
Employment of more than twenty (20) years	6.16 hours	160.0 hours

### **22.5 Substitution of Sick Leave**

Employees becoming sick while on annual leave may substitute sick leave for such period of illness provided a doctor's certificate is presented to the employee's Department Head.

### **22.6 Vacation Advance**

On the last scheduled workday before going on an authorized and approved vacation, an employee will be entitled to a check in the amount of the annual leave being taken for vacation, provided the employee has made a written request to County's Human Resources Director no less than three (3) calendar weeks prior to the anticipated delivery of any such advance.

### **22.7 Maximum Accrual**

The maximum number of annual leave hours that may be accrued by employees shall be 280 hours. After 10 years of service, the maximum number of annual leave hours that may be accrued by employees shall be 300 hours.

Any change in scheduled work hours shall necessitate a prorated change in the accrued annual leave hours in an employee's account.

Should an employee be denied leave, the employee shall be entitled to accrue more than the maximum accrual until leave is granted.

## **22.8 Annual Vacation Cash-out**

An employee may cash out up to a maximum of forty (40) hours of accrued Vacation (annual leave) once each fiscal year, in accordance with Human Resources procedures, provided that employee has:

- (a) already used no less than forty (40) hours of annual leave in the fiscal year in which they are requesting the cash-out; and,
- (b) has no less than forty (40) hours of accrued annual leave remaining after the cash-out being requested.

## **22.9 Payoff of Account**

Upon separation from County employment, an employee shall receive compensation for all earned, but unused annual leave hours up to the maximum as established in Article 22.7, at the employee's straight-time hourly rate.

## **22.10 Re-Opener**

In the event Union and County are ready to negotiate a Universal Leave Program, Union and County agree to re-open this Article for the sole purpose of including Annual Leave as a part of such Universal Leave Program.

## **Article 23** **Sick Leave**

### **23.1 Sick Leave Accrual**

Employees shall accrue sick leave at the rate of eight (8) hours of sick leave for each 170 regularly-scheduled work hours on active pay status from the date of full-time regular employment.

### **23.2 Maximum Accrual**

There shall be no maximum number of sick leave hours an employee may accrue.

### **23.3 Reasons for Use of Sick Leave**

Sick leave shall be granted, upon approval of the Department Head or designee, for the following reasons: (a) employee's illness or injury; (b) employee's medical, dental, or optical treatment which is necessary during working hours; and (c) illness or injury of the employee's spouse, children (including foster and stepchildren) under 18 years of age, and parents. Parents shall be defined as in the Family and Medical Leave Act of 1993 (29 U.S.C. §§ 2601, et seq.).

Employees may not use any sick leave for sickness or injury sustained while engaged in outside employment.

Sick leave may not be used for any purposes other than those defined herein.

The smallest amount of time that may be charged against sick leave is 1/4<sup>th</sup> of an hour.

### **23.4 Hours to Be Charged**

Sick leave shall be charged by the actual hours used. Employee shall not be entitled to sick leave in excess of the amount accumulated to their credit, unless in conjunction with County policy regarding the sharing of sick leave.

### **23.5 Medical Certification**

County reserves the right in all cases of illness or reported illness to require the employee to furnish medical certification. Abuse of sick leave shall constitute cause for disciplinary action up to and including discharge. Where sick leave appears to be abused or where an employee consistently uses sick leave as it is earned, that

employee shall be required to furnish medical certification as to the cause of employee's use of sick leave.

### **23.6 "Frozen" Sick Leave**

All sick leave hours that were accrued and credited to an employee's account as of September 30, 1989, have been "frozen" and no further sick leave shall be accumulated in that account. Such account has been separately identified from an employee's sick leave earned after September 30, 1989. Employees who have used all sick leave earned after September 30, 1989, may use sick leave from their "frozen" account for approved absences for bona fide sickness or injury.

An employee shall be eligible to be paid for any unused hours of "frozen" sick leave up to 100% of any remaining balance of the hours in their "frozen" account at the straight-time hourly rate the employee was receiving on September 30, 1989, as set forth herein.

Any payout will be based on the percentage of accrued sick leave standing in the employee's account as of September 30, 1989. No years of continuous service subsequent to September 30, 1989, will be counted in determining the percentage of payout to which an eligible employee is entitled.

Any uncashed-out amounts of "frozen" sick leave may be used from an employee's "frozen" account in increments of 1/4 of an hour without regard to their rate of pay at the time the sick leave was accumulated or their rate of pay at the time the accumulated sick leave is actually taken.

Employees hired after September 30, 1989, and employees who had not completed two (2) consecutive years of service prior to October 1, 1989, shall not be entitled to receive payment for any accumulated but unused sick leave under this Section.

This cash-out of "frozen" sick leave shall be made only upon written request from an employee to County's Human Resources Department, and shall be included in a regular bi-weekly payroll check within three (3) bi-weekly payroll periods of the receipt of employee's request.

### **23.7 Payout of "Current" Sick Leave**

In-Service Cash-Out "Frozen 12"

Employees hired on or prior to April 1, 2013 and who have completed 10 or more consecutive years of full-time service may cash out unused sick leave over the remainder of their term of employment, not to exceed the amount of unused sick leave



in the employee's Sick Leave Bank on April 9, 2013. This leave will be maintained in a separate leave bank hereinafter referred to as "Frozen 12 Sick Leave Bank." Employees may cash-out some or all eligible unused sick leave once per fiscal year, at a rate equal to 25% of the employee's regular, straight-time hourly rate that was in effect on April 10, 2013, exclusive of any additional pay, provided said cash-out does not result in the employee's "Frozen 12 Sick Leave Bank" balance falling below 160 hours. Employees may not cash out any sick leave accrued or earned on or after April 10, 2013.

#### Payout Upon Separation of Service

Upon separation of service, employees will be paid out for any hours remaining in the "Frozen 12 Sick Leave Bank" at a rate equal to the employee's regular straight-time hourly rate that was in effect on April 1, 2013 exclusive of any additional pay such as additional duty, temporary transfer, or temporary assignment pay, pursuant to the following criteria:

1. Employees who had completed 10 or more consecutive years of full-time service as of April 1, 2013:

- shall be paid 50% of the balance of their "Frozen 12 Sick Leave Bank" at the time of separation of service.

2. Employees hired on or prior to April 1, 2013 who had not completed 10 or more years consecutive, full-time service as of that date:

- after attainment of 10 years of consecutive, full-time service, shall be paid 25% of the balance in their "Frozen 12 Sick Leave Bank" at the time of separation of service.

Any sick leave that is cashed out during the term of employment shall be deducted from the eligible unused "Frozen Sick Leave Bank" at the time of separation of service.

In-service cash-outs and payouts upon separation of service shall be exclusive of any sick leave accrued or earned on or after April 10, 2013, and/or any frozen sick leave referenced in Section 23.6. Employees who have used all sick leave earned after April 1, 2013 may use sick leave from their "Frozen 12 Sick Leave Bank" for approved bona fide sickness or injury.

### **23.8 Sharing of Sick Leave**

Sick leave may be shared by employees in accordance with the procedures of County's Human Resources Department. Employees with 5 years of service may donate their sick time if requested, in accordance with the Human Resources Policies and Procedures.

### **23.9 Re-Opener**

In the event Union and/or County are ready to negotiate a Universal Leave Program, Union and County agree to re-open this Article for the purpose of implementing a Universal Leave Program.

**Article 24**  
**Employee Liability**

**24.1 Employee Liability**

County will defend any actions in tort brought against any employee as a result of the employee's alleged negligence while acting within the course and scope of their employment with County, unless the employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard for human rights, safety, or property.

**Article 25**  
**Human Resources Policies & Procedures**

**25.1 Policies & Procedures**

The current provisions of County's Policies & Procedures, as amended shall herein be incorporated as if those provisions were fully set forth in this Agreement. In the event of a conflict between County's Policies & Procedures and this Agreement, the express provisions of this Agreement shall govern. The County shall notify the Union of any proposed changes to the County's Policies and Procedures.

**Article 26**  
**Drug and Alcohol Policy**

**26.1 Drug and Alcohol Policy**

County's policy is that the public has the absolute right to expect all persons employed by County to be free from the effects of drugs and alcohol. County expects its employees to report fit and able for duty and to set a positive example for the community. This policy shall be achieved in such a manner as to not violate any established Constitutional rights of County employees. In the event of a conflict, federal and state statutes shall take precedence over County policy.

County recognizes drug and/or alcohol dependency as a major health problem. County also recognizes drug and/or alcohol abuse as a potential health, safety, and security problem. Employees needing help in dealing with dependency problems are encouraged to ask County's Human Resources Department for assistance in obtaining professional help. Employees may also seek assistance through the County's Employee Assistance Program (EAP). Conscientious efforts to seek help will not jeopardize any employee's job.

**26.2 Prohibitions**

- (a) The following acts are prohibited while on duty, including breaks of any kind, while on County property or while being in physical control of a County vehicle: (1) use, possession, distribution, sale, attempted sale, manufacture, or dispensation of illegal controlled substances as defined by Florida Statutes Chapter 893 or the non-prescribed use of prescription drugs; (2) use or possession of alcoholic beverages; and (3) reporting for duty under the influence of either illegal controlled substances or alcoholic beverages.
- (b) The following acts are prohibited while on or off duty: use, possession, distribution, sale, attempted sale, manufacture, or dispensation of illegal controlled substances, or the non-prescribed use of prescription drugs.

**26.3 Drug and/or Alcohol Testing**

Drug and/or alcohol testing of employees are a deterrent to drug and/or alcohol abuse. Testing assists Management in its efforts to detect drug and/or alcohol problems within County's workforce. Tested employees may be required to immediately: (1) undergo hospitalization for medical attention; (2) submit to medical examinations; and/or (3)

submit to blood, urinalysis and/or breathalyzer tests to determine the presence of illegal controlled drugs and/or alcohol in the employee's body.

County will maintain screening practices to identify current employees who are under the influence of illegal controlled drugs and/or alcohol. It shall be a condition of continued employment for all employees to submit to drug and/or alcohol testing under the following circumstances:

**(a) Reasonable Suspicion:**

"Reasonable suspicion" means drug or alcohol testing based on a belief that an employee is using or has used drugs or alcohol in violation of County policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (1) Observable signs at work such as direct observation of drug use or physical symptoms or manifestations of being under the influence of a drug including bloodshot eyes, dilated pupils, slurred or incoherent speech, unusually aggressive or erratic behavior, lack of coordination, the smell of alcohol about a person, severe mood shifts, possession of drug paraphernalia, and related behavioral patterns;
- (2) In addition to the physical signs, a supervisor may observe performance problems as well consisting of a significant deterioration of work performance;
- (3) Evidence that an employee has tampered with a drug or alcohol test during employment with the county;
- (4) Information that an employee has caused, contributed to, or been involved in an accident at work;
- (5) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on County property or while operating a vehicle, machinery, or equipment owned by the County;
- (6) A report of drug or alcohol use provided by a reliable and credible source.

Reasonable suspicion drug or alcohol testing must be based upon the direct observation of a supervisor. When a supervisor has a “reasonable suspicion” to believe an employee to be under the influence of alcohol on the job or using illegal controlled substances on or off the job, the supervisor shall immediately order the employee to cease any and all job-related activities. The supervisor shall immediately report their suspicion verbally, followed up with a written statement to Management, unless they are a member of Management. Management will then notify County’s Human Resources Director, who will immediately investigate such report.

**(b) Return to Duty and Follow-up:**

An employee who enters an assistance program for drug and/or alcohol related problems, or a drug and/or alcohol rehabilitation program, may be required to submit to a drug test as a follow-up to such program, and on a periodic or random basis as determined by County. Periodic or routine testing shall continue until County is satisfied that the problem no longer exists. However, any such follow-up testing may be imposed no less than six (6) times within any 12-month period.

**(c) Random Testing:**

Employees in safety sensitive positions as defined by County in compliance with federal and state statutes shall be subject to random unannounced testing.

Such testing shall be in accordance with the applicable policy mandated by the Federal Transit Administration (FTA) of the U.S. Department of Transportation and the U.S. Department of Transportation (DOT) as set forth in 49 CFR Parts 655; 49 CFR Part 40, as amended; and P.L. 100-690 (The Drug Free Workplace Act of 1988).

**(d) Accident:**

Any employee involved in a job-related accident that results either in injury or requiring medical care (other than routine first aid), or in property damage in excess of \$4,500 shall submit to drug and/or alcohol testing as required by Management.

**(e) Routine Physicals:**

Testing may be required as part of any routinely scheduled physical examination directed and paid for by County, that is equally applicable to all employees within a particular job classification

**26.4 Discipline**

- (a) Employees who violate County's drug and/or alcohol policy as contained in this Article, or who are directed to take a physical examination, blood, breathalyzer, or urinalysis test in accordance with Section 26.3 and who refuse or fail to do so when directed shall be guilty of misconduct and will be subject to disciplinary action up to and including discharge.
- (b) Employees that attempt to or make efforts to tamper with a drug or alcohol test are guilty of misconduct and will be subject to disciplinary action up to and including discharge.
- (c) If, after following the testing procedure contained in Section 26.5, the test results are positive for alcohol or illegal drugs, an employee will be guilty of misconduct and subject to discipline up to and including discharge. If a test reveals the presence of alcohol in a level equal to or greater than .04 Blood Alcohol Content, the results of the test will be considered along with other relevant information (e.g., employee conduct, speech, performance, etc.) in determining whether the employee was under the influence of alcohol.

In the event of a first-time positive reasonable suspicion- or post-accident-based test for alcohol or illegal drugs, County may offer the employee the option of participation in an alcohol or chemical dependency treatment program in lieu of immediate discharge. In the event of a first-time positive random drug test, or if an employee voluntarily informs their supervisor prior to being selected for testing that they have an alcohol or drug related problem, the County shall offer the employee the option of participation in an alcohol or chemical dependency treatment program in lieu of immediate discharge. An employee who wishes to elect this option must satisfy the conditions of execution and successful completion of a prescribed "Last Chance Chemical Dependency Rehabilitation Agreement," which is included as Appendix III to this Agreement. An employee, who, after a first-time positive test for alcohol or illegal



controlled drugs, refuses to execute such an agreement, shall be discharged.

- (d) Employees who voluntarily inform their supervisor or County's Human Resources Director, prior to being selected for testing, that they have a drug or alcohol related problem and desire to attend a rehabilitation program will receive assistance in obtaining professional help and may be permitted to take sick leave or annual leave for such purpose provided the employee has not previously tested positive for alcohol or drug use.
- (e) The costs of attending a rehabilitation program will be covered by County's medical insurance to the extent provided in County's insurance plan, if the employee participates in the County's insurance plan.
- (f) Employees will be allowed to return to work only when authorized by the treating professional. Written notice from the treating professional will be required.
- (g) If an employee refuses to fully complete a prescribed rehabilitation program once entered, they will be subject to disciplinary action up to, and including discharge.
- (h) Employees who are convicted or sentenced for on or off-the-job illegal drug activity will be considered in violation of this policy and subject to disciplinary action up to and including discharge.

The term "sentenced" shall include, but not be limited to, sentencing as a result of a finding of guilt, entry of a guilty plea or entry of a no contest plea regardless of whether adjudication is imposed or withheld. In accordance with 41 U.S.C. Section 702, employees must report to County any conviction under criminal drug statute for violations occurring on or off duty. Such report shall be made within five (5) days after conviction or sentencing.

- (i) Any employee using drugs or therapeutic treatments prescribed by a physician or other authorized health practitioner shall determine from the prescribing person whether the treatment prescribed has any effects which may interfere with the performance of the employee's duties. If the treatment prescribed has such effects, the employee shall inform their supervisor of that fact prior to beginning the employee's shift.

- (j) Any employee using legal over-the-counter, non-prescribed drugs which may interfere with the performance of the employee's duties shall be responsible for bringing this fact to the attention of their immediate supervisor prior to beginning the work shift. Failure to do so may result in disciplinary action up to and including discharge.
- (k) While County understands that employees under a physician's care may be required to use prescription or over-the-counter drugs, abuse of prescribed or over-the-counter medications will be dealt with in the same manner as the abuse of illegal controlled drugs.
- (l) As defined in Section 26.3(4), an employee who refuses to submit to a test for drugs or alcohol shall forfeit eligibility for all Workers' Compensation medical and indemnity benefits to the extent allowed by law, and may be subject to disciplinary action up to and including discharge.

## **26.5 Testing Procedures**

- (a) If an initial positive result is obtained in any drug test, a confirmation test will be performed according to established procedures using the appropriate scientific testing procedure.
- (b) All test reports will be received by the designated representative of the County.
- (c) All activities associated with the testing will be considered highly confidential and personal. All persons involved will take extreme care to preserve the employee's integrity during the entire process.
- (d) Due to the confidential nature of the testing, all reports, findings and other material relating to the tests will be maintained in separate and confidential medical files to the extent permitted by law.
- (e) Where a test for alcohol or drugs is required because of an on-the-job injury, the following testing procedures shall also apply:
  - i. The laboratory conducting any drug test for County will provide County with written results. Within five (5) business days after receipt of a positive, confirmed drug test, County will inform the employee in writing of such results.

- ii. Within five (5) business days after receiving notice of the positive result, the employee may submit information to the County explaining or contesting the test result and giving reasons why the results do not constitute a violation of County policy. If the explanation is not satisfactory, the County will provide the employee with a written explanation and a copy of the test results within fifteen (15) days of its receipt of the challenge for explanation. All test information and documentation will be kept confidential by the County to the extent permitted by law.
- iii. If the test resulted in denial of Workers' Compensation benefits to the employee, the employee may contest the drug test result by filing a claim with the Judge of Compensation Claims within thirty (30) calendar days after the receipt of County's written explanation. If the employee files such a claim, it is the employee's responsibility to notify the laboratory of the claim. The employee's sample shall then be retained by the laboratory until the case is settled.

#### **26.6 Prohibition Against Retaliation**

Any employee who, in good faith and based upon a reasonable suspicion, reports an alleged violation of the policy contained in this Article, and any supervisory or managerial employee who investigates or takes action in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon.

#### **26.7 Appeal Procedure**

Any disputes arising under this Article shall be subject to the Grievance Procedure (Article 9) of this Agreement unless as otherwise stated in the "Last Chance Agreement."

**Article 27**  
**Safety and Health**

**27.1 Safe Working Conditions**

County will make every reasonable effort to provide and maintain safe working conditions. To this end, Union will cooperate and encourage employees to work in a safe manner.

**27.2 Safety Equipment**

Management will provide proper and necessary safety equipment and devices including, but not limited to, uniforms, foul weather gear, safety helmets and work gloves for employees engaged in work where such special equipment and devices are required.

Employees will use safety equipment and devices provided by County. Failure to do so will subject employees to disciplinary action up to and including discharge.

In occupational accidents where safety equipment and devices were not used, an employee's Workers' Compensation indemnity benefits may be reduced by 25%.

All safety equipment and devices shall be kept in proper working order by the employees to whom they are assigned or provided.

**27.3 Return of Safety Equipment**

Safety equipment issued to an employee shall be returned to the County pursuant to Article 30.5, of this Agreement.

**27.4 Safety Footwear**

Union and County agree that where there is a potential for workplace foot injuries, safety footwear will be required. Safety footwear will conform to ASTM F 2413 and this designation should be present on at least one of the shoes. An employee appointed to a classification in which the majority of the essential functions of the job routinely require wearing safety footwear as determined by a Job Safety Analysis as requiring safety footwear will be provided \$225 per fiscal year to purchase two (2) pairs of safety footwear. New hires will receive a prorated amount.

An employee failing to wear safety footwear on a job that has been identified by a Job Safety Analysis as requiring safety footwear will be removed from the job and disciplined up to and including termination.

## **Article 28** **Benefits**

### **28.1 Paychecks**

Paychecks will be issued bi-weekly via direct deposit. All employees are strongly encouraged to enroll in Direct Deposit within thirty (30) days of hire. Employees that are not enrolled in Direct Deposit will receive their paychecks by mail. Paychecks will be mailed on the last regularly scheduled workday prior to Saturday.

Accumulated annual and sick leave hours shall be computed and shown on each employee's online pay stub at least once each month. Credit Union and other deductions as approved by County shall be deducted from an employee's paycheck when so authorized in writing by the employee.

### **28.2 Promotions**

- (a) Vacancies may be filled so far as practical by the promotion of employees. Vacancies in full-time positions in the bargaining unit shall be posted and then filled with the most qualified applicants. Notice of the Human Resources Department's intent to recruit shall be posted on the bulletin board(s) maintained by the Human Resources Department and on those bulletin boards identified by the Human Resources Department as being "official" bulletin boards for recruitment announcements. In addition to bulletin board posting, the Human Resources Director may utilize other methods of notice, including but not limited to: newspaper, television, or other media advertising; local, state, regional or national publications and the like.

The Human Resources Director shall determine whether competition for a classification is to be limited to current employees or open to all candidates.

The announcement period for recruitment shall be at least five (5) calendar days. If the announcement period begins or ends on a holiday, the announcement period shall begin or end on the next workday following the holiday.

The Human Resources Director shall determine the number of recruitment periods that will be allowed.

A list of qualified applicants shall remain in place for no longer than three (3) months from the posted closing date. However, the Human Resources Director, in their sole discretion, may determine that the number of qualified applicants is insufficient and should be replaced.

- (b) All promotions shall be made on the basis of merit and fitness as determined by competitive examination. Written, performance, and/or oral examinations may be administered when deemed necessary to properly evaluate applicants to perform the duties of the vacant classification.
- (c) When written promotional examinations are developed, a review committee shall meet and review the examination.

The review committee shall consist of the County's Human Resources Director, the interested Department Head(s) or designee(s), the Union Chairperson and a Union representative who is serving and competent in the area for which the examination is being developed. Employees may not be part of any review committee which develops a test that the employee may later take.

This review is for the purpose of determining the validity of the questions as they relate to the position being tested. Decisions relating to the composition of all examinations shall rest with County.

- (d) Examination questions, answer sheets, testing procedures, and all other test elements shall be kept confidential at all times in order to ensure that examinations are fair and equitable. Accordingly, all persons having access to examination questions, answer sheets, testing procedure, and all other test elements shall not divulge any information or data related to those elements to any person, firm, corporation, or other entity by any means whatsoever, either directly or indirectly.

Violation of the terms and conditions of this confidentiality agreement shall be grounds for disciplinary action up to and including discharge.

- (e) Union shall be notified as to the time and place of all written and practical examinations. Union shall be permitted two (2) observers who shall be the Union Chairperson and/or designees. Notice of intent to attend as an observer shall be in writing at least three (3) business days prior to the date of the examination and time away from the job to conduct such observation shall be with pay. Any and all objections that may be made shall be filed in writing by the Chairman to the County's Human Resources

Director in the form of a written grievance under the Grievance Procedure (Article 9) of this Agreement.

### **28.3 Death Benefits**

- (a) Upon the death of any employee who was working for the County prior to October 1, 1989, County shall pay to their beneficiary a sum of money for the “frozen” sick leave hours credited to the employee’s account in accordance with Article 23.7 (“Frozen” Sick Leave”) of this Agreement.
- (b) Upon the death of any employee who accumulated sick leave hours after October 1, 1989, County shall pay to their beneficiary a sum of money for sick leave hours at 50% of the employee’s straight-time hourly rate at the time of death.
- (c) Upon death, an employee’s beneficiary shall receive compensation for all earned but unused annual leave hours in the employee’s account at the employee’s straight-time hourly rate at the time of death.
- (d) County agrees to notify the beneficiary of record of any and all benefits to which the beneficiary may be entitled. Such notifications shall be to the last known address of the beneficiary. County’s Human Resources Department shall offer assistance to the beneficiary in processing any necessary paperwork.
- (e) County agrees to notify Union in the event of the death of a member.

### **28.4 Training**

County agrees with the fundamental principles of employee training and development, insofar as these efforts (a) provide a return on the investment by which productivity is enhanced; (b) meet the County’s business goals; (c) are consistent with the orderly performance of business; (d) assure continuity in the provision of County services to the public; and (e) are within budgetary limits.

County will continue to make in-house training and career development opportunities available to employees on an equitable basis. County’s Human Resources Department will facilitate in-house, non-department-specific training and career development counseling to employees, if funds are available.



## **28.5 Health Care Benefits**

- (a) County will make a contribution necessary to pay no less than 90% of the cost of health care benefits (to include dental and optical coverage) for its employees under County's designated health care plan. Employee deductibles, co-payments, co-insurance, and exclusions shall also apply as prescribed by County.
- (b) County will make a contribution necessary to pay not less than 50% of the cost of dependent health care benefits (to include dental and optical coverage) to those of its employees electing dependent coverage under County's designated health care plan. Dependent deductibles, co-payments, co-insurance, and exclusions shall also apply as prescribed by County.
- (c) County reserves the right to provide health care benefits through self-insurance, through a group policy or policies issued by an insurance company or companies selected by County, through such other methods as deemed appropriate, or by any combination of these methods.

## **28.6 Retiree Medical Supplement Benefit**

Any bargaining unit employee who retires from full-time employment with the County may choose to participate in County's Group Health Benefits Plan as authorized by 112.0801 F. S. For the purposes of this program, credited service from other governmental entities under FRS will not be utilized—only service with Charlotte County will be considered.

Employees who have completed at least twenty (20) years of service with the Charlotte County Board of County Commissioners, have continuing medical coverage verified annually and are collecting FRS retirement benefits are eligible to participate in this Retiree Medical Supplemental Benefit (RMSB).

The monthly supplement will be \$10.00 for each year of service, with a minimum of 20 years of service being required. (For example, 20 years x \$10.00=\$200 per month). The maximum monthly benefit is \$300.00. The RMSB will continue until the retiree becomes eligible for Medicare.

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

Should the retiree be interested in this program, they shall make it known to the Human Resources Department at the time their retirement begins.

### **28.7 Employee Insurance & Benefits Committee**

A joint Labor/Management Committee to discuss employee insurance and benefits shall continue to convene as agreed on a regular basis.

### **28.8 Life and AD&D Insurance**

County will continue to make the contributions necessary to provide employees with a group life and accidental death and dismemberment (AD&D) insurance in the amount of two (2) times the employee's annual salary, or as amended by County.

### **28.9 Changes in Job Classification**

Union shall be notified in advance of any proposed change in a job classification. Notification shall be directly to the Union Chairperson and the Union Business Agent.

### **28.10 On-the-Job Injury**

#### **(a) Workers' Compensation and Lost Time Benefit**

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

County shall pay employees deemed incapacitated under this Section for the day of the incident as is required by Florida Statute Chapter 440.

The benefits of this provision shall not apply to employees who have sustained more than three (3) lost-time cases during their employment with County.

**Lost time case** is a nonfatal traumatic injury that causes any loss of time from work beyond the day or shift it occurred; or a nonfatal non-traumatic illness/disease that causes disability at any time.

When lost time exceeds seven (7) calendar days, Worker's Compensation provides pay benefit of 2/3 of the employee's wage. The employee may, at their option, authorize the use of sick and/or annual leave, which together with Workers' Compensation benefits will provide the employee with a wage equivalent to their normal schedule of hours at their straight-time

rate of pay. This benefit shall not apply to employees who have sustained more than three (3) lost time cases during their employment with the County.

Sick and annual leave accruals shall continue for a maximum of twelve (12) months for employees receiving Worker's Compensation benefits.

**(b) Return to Work/Alternate Duty**

Union and County agree to encourage the timely return to work of employees injured on the job and to aid in the re-integration of such employees into the workplace. County will therefore make every effort to provide temporary alternate work, where possible, when an injured employee is released by the attending physician to return to work on a restricted duty basis.

Consideration for, and availability of, restricted duty will be in accordance with County's "Return to Work/Alternate Duty for Work-Related Injuries" policy and procedures outlined by the Human Resources Department.

**28.11 Education Assistance**

Provided that the County Administrator deems that there are funds available, employees may receive education assistance in accordance with the procedures of the Human Resources Department.

County agrees to set aside central funding, if funding is available and as approved within County's budget, for the purpose of funding education assistance, where that funding is unavailable through employee's department.

**Article 29**  
**Pay**

**29.1 Wage Increase for Fiscal Years 2019-2021**

Four percent (4%) has been budgeted for implementation of Pay for Performance for FY 2019/20 and 2020/2021 to commence with the first full pay period in the month of October, pending ratification, subject to the provisions of Article 29.2.

**29.2 Special Pay Provisions**

**Pay for Performance**

- i. Annual performance evaluations for County's performance management program shall be completed no later than October 1 of each fiscal year.
- ii. Employees may be eligible to receive an annual performance pay increase effective on the first day of the pay period following each October 1, based upon their evaluation results, if funds are available.
- iii. Such increases will be based on funding established by the County Commission each fiscal year and range between 1% and 6% for meeting or exceeding expectations and may be awarded as either an increase to the employee's base pay and/or as a lump-sum award for those employees nearing or at the maximum of their pay range.

Employees whose length of service (by virtue of their employment dates) falls outside of the established performance management program annual timelines may receive performance pay increases adjusted pro rata to bring the evaluation date in line with the established timelines, if funds are available.

### **29.3 Increase Upon Promotion/Demotion**

Employees who are promoted into a higher classification in the bargaining unit shall receive 5.0% increase to their straight-time hourly rate or the Minimum of the Pay Range of the classification to which they are promoted, whichever is greater. In no event shall an employee be given a straight-time hourly rate that exceeds the Maximum of the Pay Range of their new classification.

Employees who are demoted into a lower classification in the bargaining unit shall receive a rate of pay established by Human Resources, which is either:

- The same pay they were receiving immediately prior to the promotion (when the employee is demoted into the classification they occupied immediately prior to being appointed to a classification in a higher pay grade), or
- A 5% decrease to their straight-time hourly rate of pay or the Maximum of the Pay Range of the classification to which they were demoted, whichever is less.

### **29.4 Shift Differential**

- (a) Employees regularly assigned to the second shift; i.e., starting from 1:00 p.m. or ending no later than 11:00 p.m., shall be paid a shift differential of \$.50 per hour for all hours worked on such shift.
- (b) Employees regularly assigned to a third shift; i.e., starting from 10:00 p.m. or ending no later than 8:00 a.m., shall be paid a shift differential of \$.90 per hour for all hours worked on such shift.
- (c) Shift differential shall not apply to overtime hours worked. Employees scheduled to work beyond their regularly scheduled working hours shall not receive shift differential.

### **29.5 Stand-by Pay**

- (a) To provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to stand-by duty. Stand-by duty requires an employee to be available for work due to an urgent situation on their off-duty time. Employees shall be required to be on stand-by duty when assigned, unless excused by Management.

- (b) Employees assigned to stand-by duty shall be paid \$20 per day for each 24-hour period on a Monday through Friday and \$27.00 per day for each 24-hour period on Saturday, Sunday, and holidays.
- (c) Employees on sick leave, annual leave, or any other type of authorized absence from duty shall be ineligible for stand-by duty.
- (d) Stand-by time shall not count as hours worked for the purpose of computing overtime.
- (e) An employee who reports to work while on stand-by duty will be paid for the actual time worked with a minimum guarantee of two (2) hours pay for each 24-hour period. For pay purposes, actual time worked starts at the time of notice and ends when the employee returns to home. In the event an employee who is on stand-by duty fails to respond to a call to work, they shall forfeit stand-by pay and may be subject to possible disciplinary action up to and including discharge.
- (f) Return-to-work assignments from stand-by duty do not qualify an employee for call-back pay.

#### **29.6 Call-Back Pay**

- (a) An employee who is contacted off duty and who returns to work on an unscheduled basis prior to their next regularly scheduled shift shall be eligible for call-back pay.
- (b) Employees on call-back shall be paid one (1) hour of "inconvenience pay," payable at the employee's straight-time hourly rate, in addition to the appropriate pay for actual hours worked on call-back. An employee may receive "inconvenience pay" no more than once in a 24-hour period. If the employee is called back to work more than one (1) time in a 24-hour period, they shall be paid at the appropriate rate from the second and any subsequent notices to the time the employee returns home.
- (c) All hours actually worked on call-back shall count as hours worked for the purpose of computing overtime.
- (d) An employee who is on duty and is required to later return to work on a scheduled basis shall be ineligible for call-back pay.

- (e) An employee who has not left the work premises and is required to continue working after completion of their regularly scheduled shift shall be ineligible for call-back pay.

### **29.7 Temporary Transfer Pay**

- (a) An employee who is temporarily transferred into a classification in a higher Pay Grade within union classifications shall receive an increase in pay of 5.0%, or an increase to the Minimum of the Pay Grade of the classification temporarily being filled, whichever is greater. In no event, however, shall this pay result in an employee exceeding the Maximum of the Pay Grade for the classification that the employee is temporarily filling.
- (b) Notwithstanding anything to the contrary in Paragraph (a) of this Section, temporary transfer pay shall be awarded only when the following conditions have been met:
  - i. the position temporarily being filled is an authorized, budgeted position;
  - ii. the position temporarily being filled is vacant or the employee occupying such position is absent from duty;
  - iii. the employee must meet the minimum qualifications for the assigned position; and
  - iv. the employee temporarily filling the position has done so for no less than three (3) consecutive workdays, or at least four (4) days in a pay period. The temporary transfer pay shall then revert to the first day the employee temporarily filled the position and will apply to each of the days in the temporary transfer position.
- (c) Temporary Transfer pay shall not continue for more than three (3) calendar months, unless a longer period is approved in writing by the County Administrator.

### **29.8 Mileage Reimbursement**

Travel must be of the most economical means necessary. If there is a county owned vehicle available for use at the time of travel, it should always be used instead of a personal vehicle. If a county owned vehicle is not available, an employee who is authorized by Management to use their personal vehicle for County business shall be reimbursed for such use at the rate per mile established by Chapter 112 of the Florida

Statutes and the U.S. Government Services Administration (GSA), as adopted by the Charlotte County Clerk of the Circuit Court.

### **29.9 CDL Licensure**

Employees appointed to classifications containing minimum qualifications that require a Florida Commercial Driver's License (CDL) or CDL endorsement(s) shall be reimbursed for the costs of renewing such licensure.

County will provide an appropriate vehicle to be used for licensure testing by any employee required by Management to possess a Florida Commercial Driver's License (CDL) or CDL endorsement(s).

### **29.10 Performance Evaluation**

Employee performance shall be formally evaluated upon completion of probationary (orientation) periods and, subsequently, on at least an annual basis, in accordance with County's Performance Management Program.



**Article 30**  
**Miscellaneous Provisions**

**30.1 Special Meetings**

Union and County reserve the right to meet informally from time to time to discuss matters of mutual interests or concern. These may consist of scheduled full-day labor/management meetings held approximately once every two months, for Union officials and Management to confer and discuss ongoing matters of mutual concern.

These meetings shall not be considered collective bargaining under Florida's Public Employee Relations Act (Florida Statutes § 447.201, et seq.)

Every effort shall be made by Union to prepare discussion points for every meeting and to meet only as long as necessary to conclude the meeting's purposes.

Any such meetings shall be held at a location and on a day and time mutually agreeable to Union and County.

Special meetings shall not be unnecessarily delayed after a request to meet has been made, and will generally be held during normal working hours and without loss of straight-time pay by Union participants thereto.

**30.2 Meetings of the Board of County Commissioners**

One (1) Union official designated by Union's Chairperson shall be allowed time off from work without loss of straight-time pay to attend Board of County Commissioners' meetings, provided the Board's agenda includes items which relate to this Agreement.

**30.3 Employee Covered in New Bargaining Unit Positions**

In the event a classification is created and included in the bargaining unit in accordance with Article 14, Section 3 of this Agreement, employees from the affected classifications outside of the bargaining unit who may be assigned to the new classification shall be included in the bargaining unit and then be covered by the provisions of this Agreement.

### **30.4 Cleaning of Uniforms**

Employees provided with cleaned uniforms under the predecessors to this Agreement shall be provided uniforms in accordance with departmental standard operating procedures.

### **30.5 Return of Property and Financial Obligations**

At the time of separation and prior to receiving final monies due, employees must return to County all records, books, assets, uniforms, keys, tools, equipment, and other items of County property in the employee's custody. Certification to this effect shall be made by the employee's supervisor. Monies due because of shortages shall be deducted from the final paycheck due or collected through appropriate action.

Any outstanding debts incurred by an employee such as shortages in leave accounts, deductions for the loss or abuse of County property, or other financial obligations due to the County shall be deducted from the employee's final paycheck and/or termination leave payout.

Non-reusable items, such as work gloves and goggles, are excluded from this requirement.

## **Article 31** **Duration**

### **31.1 Duration of Agreement**

This Agreement shall be in effect as of October 1, 2019 and shall remain in full force and effect through September 30, 2022. It shall automatically be renewed from year to year, unless either Union or County shall have notified the other in writing at least 120 calendar days prior to the expiration of the Agreement.

The parties agree to a limited re-opener as provided herein applicable to fiscal year 2021-2022 only. The provisions that shall be subject to a re-opener shall be Article 29-Pay, and Article 28.5-Health Care Benefits, for the sole purpose of negotiation of pay rates and the provision of health care benefits and rates. Any party who desires to re-open Article 29 or Article 28 shall notify the other in writing no later than June 1, 2021 for FY 2021-2022 that they are exercising their right to re-open. Thereafter, Articles 29 and 28.5 may only be re-opened upon mutual agreement of the parties.

### **31.2 Entire Agreement**

This Agreement supersedes all prior practices, agreements and amendments, whether written or oral, unless expressly stated to the contrary herein, and together with any Amendments that may be made pursuant to Section 3 of this Article, constitutes the complete and entire Agreement between Union and County.

### **31.3 Amendments**

This Agreement may only be amended by a written document that is signed on behalf of Union and County by their duly authorized officers or representatives after negotiations mutually agreed to by Union and County.

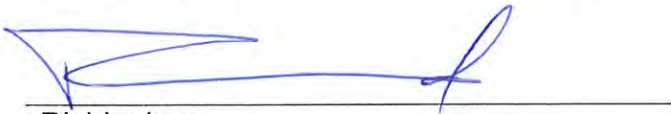
### **31.4 Savings Clause**

If any Article, Section or provision of this Agreement is held invalid by a court of competent jurisdiction, or is rendered invalid by subsequent federal or state legislation as applied by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs, Union and County will meet and attempt to negotiate a replacement for the invalid item within thirty (30) calendar days.

**In Witness Whereof**

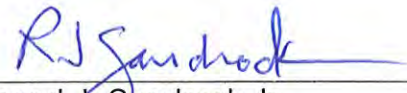
Union and County have caused their names to be subscribed hereto by their duly authorized officers or representatives this 24th day of September 2019.

**Local 1010  
District Council 78/State of Florida  
International Union of  
Painters and Allied Trades, AFL-CIO**

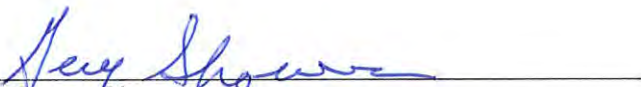


Richie Jones  
Business Manager


**Charlotte County, Florida  
Board of County Commissioners:**



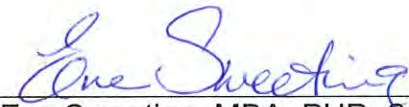
Raymond J. Sandrock Jr.  
County Administrator



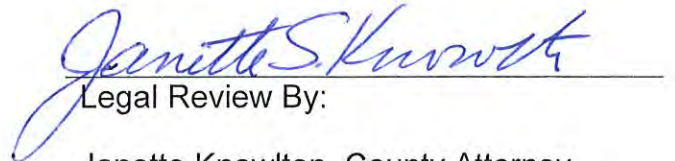
Gerry Showers  
Chief Negotiator  
Business Representative



Heather Bacus, M.A. SPHR, SHRM-CP  
Chief Negotiator  
Human Resources Director



Eve Sweeting, MBA, PHR, SHRM-CP  
Human Resources Analyst



Legal Review By:

Janette Knowlton, County Attorney

**Agreement  
between  
District Council 78/State of Florida  
and its Affiliate Local 1010  
of the International Union of  
Painters and Allied Trades, AFL-CIO  
and the  
Charlotte County, Florida  
Board of County Commissioners  
October 01, 2019 – September 30, 2022**

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**APPENDIX I  
Bargaining Unit Classifications**

Administrative Assistant	Specialist, Biological
Animal Control Officer	Specialist, Building Systems Automation
Apprentice, Traffic Signal Technician	Specialist, Concrete
Assistant, Program	Specialist, Contract
Attendant, Solid Waste Scale	Specialist, Customer Service
Bridge Tender	Specialist, Customer Accounts
Case Aide	Specialist, Community Services Environmental
Code Compliance Officer	Specialist, Environmental
Code Compliance Officer, Environmental	Specialist, Environmental Land Management
Code Compliance Officer, Senior	Specialist, Graphics
Community Liaison	Specialist, Industrial Pretreatment
Coordinator, Case	Specialist, Inventory
Coordinator, Fixed Assets	Specialist, Meter Service
Coordinator, Floodplain	Specialist, Reclaimed & Backflow
Coordinator, Fuel & Vehicle Acquisition	Specialist, Recreation
Coordinator, Intake	Specialist, Solid Waste
Coordinator, Land Development	Specialist, Billing
Coordinator, Maintenance	Specialist Sr, Customer Service
Coordinator, Program	Specialist Sr, Fleet Inventory
Coordinator, Projects	Specialist Sr, Meter Service
Coordinator, Engineering	Specialist Sr, Customer Account
Customer Assistance Investigator	Technician I, Facilities Maintenance
Dispatcher	Technician I, Signing & Marking
Equipment Operator I	Technician, Transfer Facility
Equipment Operator II	Technician, Utilities Treatment

Equipment Operator III  
Groundskeeper, Certified  
Inspector, Building  
Inspector, Building, Senior  
Inspector, Engineering  
Inspector, Field  
Inspector, Fire Prevention  
Inspector, One and Two Family Dwelling  
Inspector, Right of Way  
Lifeguard  
Maintenance Worker, Public Works  
Maintenance Worker, Senior  
Maintenance Worker, Community  
Services  
Maintenance Worker, Utilities  
MSBU Technical Assistant

Municipal Service District Representative  
Operator, Solid Waste Facility  
Operator, Solid Waste Facility, Senior  
Operator, Utilities Collection, Level 1  
Operator, Utilities Collection, Level 2  
Operator, Utilities Collection, Level 3  
Operator, Distribution System, Level 1  
Operator, Distribution System, Level 2  
Operator, Distribution System Level 3  
Operator, Equipment – Fuel Truck  
Operator, Plant – Trainee  
Operator, Residual  
Planner, Mitigation  
Plans Examiner  
Plans Examiner, Senior  
Plant Operator “A”  
Plant Operator “B”  
Plant Operator “C”  
Specialist, Pest Management  
Program Assistant  
Specialist I, Real Estate  
Specialist, Pest Management, Senior

Technician I, Vehicle and Equipment  
Technician II, Signing & Marking  
Technician, Transfer Facility, Senior  
Technician II, Utilities Treatment  
Technician II, Vehicle and Equipment  
Technician, Zoning, Senior  
Technician III, Maintenance  
Technician III, Signing & Marking  
Technician III, Vehicle and Equipment  
Technician IV, Vehicle and Equipment  
Technician Sr, Design  
Technician, Design  
Technician, Emergency Vehicle  
  
Technician, Facilities Maintenance  
Technician, Facilities Maintenance,  
Senior  
Technician, HVAC  
Technician, Library  
Technician, Preventive Maintenance  
Technician, Right of Way  
Technician, Right of Way Herbicide  
Technician, Traffic Signal & Video  
Technician, Traffic  
Technician, Traffic Signal, Senior  
Technician, Traffic Signal & Video, Senior  
Technician, Engineering  
Technician, Instrument and Control  
Technician, Laboratory  
Technician, Locate  
Technician, Utilities Service  
Technician, Zoning

**Agreement  
between  
District Council 78/State of Florida  
and its Affiliate Local 1010  
of the International Union of  
Painters and Allied Trades, AFL-CIO  
and the  
Charlotte County, Florida  
Board of County Commissioners  
October 1, 2019 – September 30, 2022**

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**APPENDIX II**

**Bargaining Unit  
Pay Grades and Pay Ranges**

<b><u>Pay Grade</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
121	\$11.08	\$17.71
122	\$12.67	\$20.25
123	\$14.26	\$22.78
124	\$15.84	\$25.32
125	\$17.43	\$27.86
126	\$19.02	\$30.40
127	\$20.60	\$32.94
128	\$22.19	\$35.48
129	\$23.78	\$38.02

## APPENDIX III

### Last Chance Chemical Dependency Rehabilitation Contract

This **Last Chance Chemical Dependency Rehabilitation Contract**, hereinafter referred to as the “Contract,” is made and entered into by and between [names], hereinafter referred to as Employee, and the Charlotte County Florida Board of County Commissioners, hereinafter referred to as Employer.

**Whereas**, in instances where an employee’s random drug test is positive for the first (1<sup>st</sup>) time and the employee has not previously entered an employee assistance program or drug rehabilitation program, the COUNTY has decided to mitigate the employee’s disciplinary action on the condition that the employee has entered into this Last Chance Agreement.

**Whereas**, it is agreed that controlled substances and alcohol dependency may endanger the user’s health and safety, as well as that of the user’s co-workers; and

**Whereas**, the term “controlled substances” as used in this Contract is defined by Chapter 893 of the Florida Statutes; and

**Whereas**, Employee is willing to receive an objective, professional evaluation of, and any related treatment for, his/her abuse of or chemical dependency on controlled substances and alcohol; and

**Whereas**, it is agreed that Employee’s total abstinence from controlled substances and alcohol is essential to Employee’s recovery and to his/her retention of employment with Employer:

**Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Employee and Employer agree as follows:**

(1) Employer agrees to rescind the discharge to which Employee would otherwise have been subjected and, instead, to discipline Employee with a disciplinary action for having violated Employer’s rules regarding the use of, or other prohibited activity relating to, controlled substances and alcohol and agrees that the facts alleged in the aforementioned disciplinary action are true and herewith waives any right to participate in, file or continue to pursue a grievance or any other action contesting the aforementioned disciplinary action and the discipline imposed thereby;



(2) Employee agrees to provide Employer with Proof that Employee has entered into a chemical dependency rehabilitation program. The proof required hereby shall be provided within three (3) business days of the signing of this Contract. If not provided within such time, Employee shall be placed on suspension without pay until such time as proof is provided;

(3) Employer understands that Employee may require a leave of absence to arrange for, and/or to participate in, a chemical dependency rehabilitation program. Accordingly, Employer will allow Employee to use annual leave and sick leave which Employee has accrued for such purpose(s). In the event Employee has insufficient annual leave and sick leave, Employer will grant a leave of absence without pay to allow Employee to complete the chemical dependency rehabilitation program. In no event, however, shall any such leave of absence without pay exceed thirty (30) calendar days;

(4) Upon entering a chemical dependency rehabilitation program, Employee shall: (a) faithfully participate in all aspects of Employee's treatment plan; (b) abstain from the use of controlled substances and alcohol; (c) refrain from any conduct that would result in Employee's dismissal from the rehabilitation program; and (d) comply with all other terms and conditions of the rehabilitation program in accordance with all legal requirements applicable to their position.

(5) Employee agrees to provide Employee's Human Resources Director with any and all information regarding Employee's treatment under a chemical dependency rehabilitation program, and further agrees to execute any authorizations necessary to allow Employee's treating professionals to provide such information on Employee's behalf;

(6) Before returning to work after signing this Contract, in accordance with all legal requirements applicable to their position, Employee shall submit to testing for controlled substances and alcohol, and produce a negative result. Moreover, Employee shall provide Employer's Human Resources Director with a written release from Employee's treating professionals and, if required by Employer's Human Resources Director, from a physician selected by Employer, attesting to Employee's fitness to return to duty;

(7) Upon returning to work after signing this Contract, and continuing for one (1) year after such return to work, Employee agrees to submit to unannounced testing for controlled substances and alcohol on no less than six (6) occasions to be determined by Employer's Human Resources Director;

(8) If testing for controlled substances and alcohol is conducted pursuant to Item (7) of this Contract produces a positive result, a second test will be conducted on the same

specimen. If a positive result is confirmed by this second test, or if the Employee fails or refuses to submit to such testing, Employee shall be immediately discharged with no further right to grieve or appeal such discharge;

(9) This Contract shall continue in full force and effect for one (1) year from the date of Employee's return to work after signing this Contract;

(10) Employee understands and agrees that his/her continued employment subsequent to this Contract is contingent on Employee's strict adherence to any treatment program and/or after care requirement and abstinence from the use of controlled substances and alcohol, and that any future use of controlled substances and alcohol will automatically result in Employee's discharge from employment. Employee hereby waives his/her right to grieve, appeal, or otherwise contest the disciplinary action taken as a result of Employee's positive test for controlled substances or alcohol and any subsequent disciplinary action taken by County if Employee subsequently tests positive for controlled substances or alcohol.

(11) It is understood and agreed by all parties hereto that this Last Chance Agreement is being entered into based upon the particular circumstances of this case and does not establish a precedent for the resolution of any other disciplinary matter.

(12) Employee has received this Last Chance Agreement prior to executing it and has been afforded the opportunity to consult with their Union representatives and their own legal counsel, if desired, and Employee agrees to be bound by all terms and conditions herein.

(13) The Last Chance Agreement constitutes the entire understanding of the parties hereto and can only be modified, amended, or revoked by the express written consent of both parties.

**In Witness Whereof**

Employee and Employer have freely and voluntarily caused their names to be subscribed hereto on this \_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer

Signature Witnessed by: \_\_\_\_\_

**APPENDIX IV**

**Form 7.3**  
**Union Representative Consultation Leave Request**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date of Meeting

\_\_\_\_\_  
Location of Meeting

\_\_\_\_\_  
Time of Departure

\_\_\_\_\_  
Estimated Time of Return

Purpose of Requests:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Approved

Denied Reason for denial: \_\_\_\_\_

By:

\_\_\_\_\_/\_\_\_\_\_  
Supervisor Signature/Date

\_\_\_\_\_  
Supervisor Name