

C24-09-877

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

**AND**

**TEAMSTERS LOCAL UNION NO. 769  
AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**EFFECTIVE OCTOBER 1, 2024**

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## **ARTICLE 1**

### **INTENT AND PURPOSE**

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment; to achieve and maintain harmonious relations between the Board of County Commissioners, St. Lucie County, Florida, hereinafter referred to as the "County", and Teamsters Local Union No. 769, Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the 'Union'; to insure the continuous, uninterrupted and efficient operation of all departments; and to provide for the prompt and amicable adjustment of differences that may arise. The parties agree that this Article shall not be the sole basis of a grievance filed pursuant to this Agreement.

## ARTICLE 2

### MANAGEMENT RIGHTS

#### Section 1.

Except as otherwise specifically limited in this Agreement, the Union recognizes and agrees that the supervision, management, control and determination of the County business, operations, working force, equipment and facilities are exclusively vested in the County and its designated officials, administrators, managers and supervisors. The County alone shall have the authority to determine any direct policies, mode and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the County's business by the Union or any of its representatives. Except as expressly limited by a specific provision of the Agreement, the County shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. Without limiting the generality of the foregoing, such rights exclusively reserved to the County shall include but not be limited to its right to determine the existence or nonexistence of facts which are the basis of management decisions; the right to determine the size and composition of its work forces; to determine the existence of a job vacancy; to temporarily fill vacancies; to hire new employees from the outside at any level; to select, reinstate, retire, promote, demote, evaluate, transfer, suspend, assign, direct, lay-off and recall employees subject to the express provision of this Agreement; to determine the fact of lack of work; to determine questions of physical fitness, skills and ability of employees to perform the work; to reward or reprimand, discharge, or otherwise discipline employees; to maintain the efficiency of employees; to determine job content and minimum qualification for job classifications and the amount and type of work needed; to engage in experimental and developmental projects; to determine what records are to be made and kept, how the records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept; to establish new jobs, abolish or change existing jobs; to determine the assignment of work; to contract out or subcontract work; to schedule the hours and days to be worked on each job and each shift; to close facilities and to open new facilities; to make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease, create, or restructure any department or operation for business purposes; to control, regulate and determine the number, type, and use of supplies, machinery, equipment, vehicles and other property owned, used, possessed or leased by the County; to introduce new, different or improved methods, means, and processes of County services and operations; to make or change rules and regulations, policies and practices for the purpose of efficiency, safe practices and discipline; and otherwise generally to manage the County, direct the work force, and establish terms and conditions of employment, except as modified or restricted by a provision of this Agreement. The County's failure to exercise any function or right hereby reserved to it, or exercising any function or right in a particular way, shall not be deemed a waiver of its rights to exercise such function or right, nor precludes the County from exercising the same in some other way not in conflict with the express provisions of this Agreement. The exercise of the rights specifically listed in this Article does not preclude the employees or their representatives from conferring with Management, raising questions about the practical consequences that decisions on these matters may have on the terms and conditions of employment, or impact bargaining in

accordance with applicable law.

**Section 2.**

Past practices of the Board of County Commissioners or County Management shall not be considered for the purpose of limiting the rights, responsibilities, or prerogatives of management, nor for the purpose of enlarging upon the specific and express limitations on management which are contained in this Agreement.

**Section 3.**

If the County determines that civil emergency conditions exist, including but not limited to riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the term of the declared emergency. Notwithstanding the provisions of Article 3, Correspondence, notice of such suspension will be given to the Union President as soon as practicable after the determination has been made and by whatever means are appropriate under the circumstances.

**Section 4.**

The County shall not unilaterally change employees' wages, hours, or working conditions except as allowed herein or through impact bargaining in accordance with applicable law. In the event the Union feels the County has failed to engage in impact bargaining as provided in this Section 4, the Union shall file a grievance which shall be considered at a Step Two hearing in accordance with the procedures set forth in Article 26.

### ARTICLE 3

#### CORRESPONDENCE

##### Section 1.

Unless otherwise provided in this Agreement, all correspondence from the Union to the County shall be directed to the Human Resources Director, or designee, and all correspondence from the County to the Union shall be directed to the Business Representative. To comply with the time limits contained in this Agreement, such correspondence shall be sent via the U.S. Postal Service, hand delivered, via facsimile, or email, and shall actually be received by the Human Resources Director, or designee, or Union Business Representative on or before the date due unless sent via the U.S. Postal Service. When the U.S. Postal Service is utilized, all time limits contained in this Agreement shall be considered met so long as the correspondence is mailed via certified mail and the postmark date is in compliance with the specified time limit.

##### Section 2.

It is the responsibility of the Union to furnish the County with a mailing address for the Union, and to advise the County of any address change. Current Union Address:

Teamsters Local Union No. 769  
12365 West Dixie Highway  
North Miami, FL 33161  
Phone: 305-642-6255  
Fax: 305-891-5896  
Email: [smyers@teamsterslocal769.org](mailto:smyers@teamsterslocal769.org)

## ARTICLE 4

### ALCOHOL, DRUGS AND CONTROLLED SUBSTANCE EXAMINATION/TESTING PROCEDURES

#### Section 1.

The County reserves the right to require all job applicants and employees to be tested for the use of alcohol, drugs or controlled substances. Alcohol, drugs and/or controlled substances shall hereinafter be referred to as "drug" or "drugs". If state or federal law regulations requires random or other types of drug testing of any job applicant and/or employee in the bargaining unit, the County will begin testing of such job applicants and/or employees as soon as required and as provided by law. The County will provide a list to the Union of the job classifications identified for random testing. All testing will be done at facilities approved by the Florida Agency for Health Care Administration or the United States Food and Drug Administration.

#### Section 2.

The County reserves the right, at any time, to request any employee to take a drug test and/or physical examination based on reasonable suspicion. Reasonable suspicion is a belief that an employee is using or has used drugs in violation of County policy drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon:

- A. Observable phenomena while at work, such as a direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug or drugs.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- C. A report of drug use, provided by a reliable and credible source.
- D. Evidence that an individual has tampered with a drug test during their employment with the County.
- E. Information that an employee has caused, contributed to, or been involved in an accident while at work. If necessary, medical attention will be sought prior to testing.
- F. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on County premises or while operating County vehicle, machinery, or equipment.

#### Section 3.

The County reserves the right, at any time, to conduct random drug testing of any employee who is required to maintain a valid Commercial Driver's License ("CDL") for their position in accordance with

applicable federal and state regulations.

#### **Section 4.**

The testing outlined for drugs in under this Article will be administered in accordance with the following provisions:

- A. Any employee may be subject to an investigation which may include, but not be limited to, drug detection and testing, urinalysis, saliva testing, or any other medically recognized testing procedure. Prior to being tested, the employee will be given the opportunity to present any evidence of legal substances they have taken which may affect the accuracy of the test results. The employee may consult with a Union Steward before being tested, provided such consultation does not delay the testing for more than thirty (30) minutes.

If the employee is ordered to be tested based upon reasonable suspicion or the County is advised of any positive test results, the County in its sole discretion shall decide whether the employee should be returned to a limited duty capacity or relieved of duty pending the results of the testing. If relieved of duty, the employee will be suspended without pay. If permitted to continue working pending the results of the testing, the employee shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. If the test results are negative for the presence of drugs, an employee who has been suspended will be paid for the time lost.

- B. Voluntary Rehabilitation: An employee who has not undergone rehabilitation for a substance abuse problem previously while employed by the County and/or has not been asked to be tested based on reasonable suspicion may be granted a leave of absence, without pay for up to thirty (30) days to seek rehabilitation. The County may approve up to a fifteen (15) day extension of this leave upon application by the employee. The employee may be entitled to use accrued vacation and/or sick leave if the employee so requests during this period. The employee shall be responsible for all costs associated with their participation in the rehabilitation program.
- C. The decision to investigate and conduct drug testing shall be made by the County Administrator or designee, who shall not be the employee's direct supervisor. Should the employee refuse to cooperate with the investigation and/or drug test, the employee will be terminated. Should the investigation and/or drug test substantiate the influence, use, or presence of drugs, the following procedural steps will be followed:
  - 1. The employee shall be subject to disciplinary action as provided in the Employee Handbook Code of Workplace Conduct. In addition, the employee will be required to participate in and successfully complete a rehabilitation program under the Employee Assistance Program (EAP) or such other substance abuse program as may be required under the employee's Florida driver's license. Failure to participate in such rehabilitation program shall be grounds for termination. As an alternative to suspension, the employee may request an unpaid leave of absence for up to thirty (30) days to participate in and successfully complete a rehabilitation program. The

County may approve up to a fifteen (15) day extension of this leave upon application by the employee. The employee shall be entitled to use accrued vacation and/or sick leave during such leave of absence, if he so elects. The employee shall be responsible for all costs associated with their participation in the rehabilitation program.

An employee who receives a positive confirmed test result may contest or explain the results to the County's designated medical review officer within five (5) working days after the employee receives written notification of the test result. If the employee's explanation is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back the County and the employee shall have the right to contest the drug test result pursuant to rules adopted by the Florida Department of Labor and Employment Security. If the employee's explanation is acceptable to the medical review officer, the employee will be returned to work and will be paid for the time lost.

The individual employee shall have the right to have their original specimen tested by a Florida Health Care Administration or United States Food and Drug Administration approved laboratory of their choice in rebuttal to the initial test and present such test results to the County. If required for the employee's Florida driver's license, the laboratory must also be approved United States Department of Transportation. This test will be accomplished at the sole expense of the employee. If there is a conflict between the first and second test, the County shall have the right to request a third test of the original specimen by an approved laboratory of the County's choice. If this final (third) test reverses the County's original finding, the employee will be reimbursed for the second test and paid for the time lost.

This retesting, which is available at an employee's option, does not take the place of the testing procedures outlined in paragraphs C2 and C3 of this section. However, the employee may also exercise this retesting option when given the tests outlined in paragraphs C2 and C3 of this section.

2. Prior to returning to work following a suspension or leave of absence described in paragraphs B and C1 of this section, the employee will be given a drug test. If the drug test is positive, the employee will be discharged. However, at the sole discretion of the County, an employee may be allowed to return to work temporarily before completing the rehabilitation program. An employee returning to work under such circumstances shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. Further an employee returning to work before completing the rehabilitation program will be given a drug test on a day and time of the County's choosing, between the 31st day and the 45th day after the first specimen was taken. If the drug test is positive, the employee will be discharged.
3. As a condition of returning to work following the leave described in paragraphs B and C1 of this section, the employee must submit to periodic drug testing no more than

once a quarter during the following two (2) year period upon the demand of the County and without prior notice to the employee. Having had the benefit of paragraphs B and C1 of this section, an employee who fails a drug test at any time in the future will be discharged (Second Offense).

**Section 5.**

The sick leave, vacation and leave of absence without pay referred to in this Article shall be taken in accordance with the provisions of this Agreement.

**Section 6.**

If the County finds that the employee's use or possession of any drug has detrimentally affected its interest the employee may be discharged rather than being afforded the opportunities of rehabilitation. This Article does not prevent the County from disciplining an employee for any violation of the County's Employee Handbook, Departmental Rules and Regulations, and/or any provisions of this Agreement that may occur regardless of whether it is in connection with the use or abuse of controlled drugs or substances.

**Section 7.**

Upon request, an employee shall receive a copy of the laboratory report(s) received by the County.

**Section 8.**

The County and the Union agree to follow the provisions set forth in the Drug Free Workplace Act, Section 112.0455, Florida Statutes.

## ARTICLE 5

### SAFETY

#### Section 1.

All employees and the County shall be responsible for following the provisions of the Employee Safety Handbook. The County shall provide all employees with a copy of the Employee Safety Handbook. The County shall continue to have the right to unilaterally establish adopt, change, amend, withdraw, and enforce the Employee Safety Handbook, so long as such actions does not result in a conflict with the specific terms and conditions of this Agreement. The County will post all changes to the Employee Safety Handbook in adjacent to each work site's time clock or in its break room. Except in the case of an emergency, such changes will be posted at least five (5) working days before the effective date of the change. Thereafter, the procedure will be added to the Employee Safety Handbook available in the department and/or division main office. Failure to follow prescribed safety procedures may result in disciplinary action.

#### Section 2.

- A. The County and the Union agree that it is in the best interest of the County and the employee to report accidents as soon as possible, no matter if minor in character. Failure to do so may result in complications of the illness or injury and delay recovery for the employee. Therefore, employees are required to immediately report to their supervisor any accident or injury incurred on the job and/or any work-related illness unless physically unable to do so. Failure to report a job-related illness or injury may result in disciplinary action. An employee may also be requested to file a written report regarding a job-related illness or injury.
- B. Unless an emergency exists, an employee must receive authorization from their supervisor prior to receiving medical treatment. The County reserves the right to designate specific doctors, clinics, and hospitals that will be exclusively authorized to treat employees' on the job injuries and illnesses. An employee wishing to be treated by their own physician must receive prior written approval from the Human Resources Director or designee.
- C. In the case of all vehicular accidents on a public right of way, the employee shall immediately call 911, advise the operator that he is a County employee, and ask the 911 operator to call and notify their supervisor, who shall immediately notify the Risk Manager, and the County's Public Safety Department of the accident. The employee shall notify their supervisor immediately of all vehicular accidents on County property.

#### Section 3.

The County provides safety equipment for employees engaged in work where such special equipment is deemed by the County to be necessary. In addition, each department may adopt policies regarding the use of such equipment for its employees. Such equipment, where provided, must be used in accordance with such policies. Failure by an employee to utilize provided equipment in accordance with such policies shall be cause for disciplinary action. In the event an employee is issued

prescription safety glasses, the County will replace the glasses only upon the employee turning in the broken glasses or providing proof that their vision prescription has changed.

#### **Section 4.**

The Employee Safety Handbook provides for an Accident Review Committee the size and composition of which shall be determined by the County Administrator. Bargaining unit representation on the County's Accident Review Committee shall consist of three (3) bargaining unit employees from three (3) different departments. The Union shall make a good faith effort to recruit representatives from a variety of departments. The Union shall furnish the County Administrator the names of three (3) employees chosen by the bargaining unit. The County Administrator shall appoint these three (3) bargaining unit employees to the Accident Review Committee, except the County Administrator may reject an appointment for good cause. The County will ensure that all appointed bargaining unit members will be permitted during the hours of work to attend the Accident Review Committee. A quorum of the Accident Review Committee shall require an equal number of bargaining and non-bargaining unit members to be present. It will be the County's responsibility to notify the appointed bargaining unit members of the dates and times and locations of the Accident Review Committee meetings. The votes of the individual bargaining unit representatives will be given the same weight as any other individual member of the Accident Review Committee. Any decision or recommendation of the Accident Review Committee will be considered by the County Administrator or designee but will not be binding on the County.

#### **Section 5.**

Should an employee have a complaint or a concern regarding the safety of a work site or work assignment, the employee shall consult with their immediate supervisor. If the supervisor deems conditions warrant, they shall contact the Safety Officer and ask them to review the matter. The Safety Officer shall determine whether the work should proceed pending review.

#### **Section 6.**

The County will require its temporary employee agency(ies) to conduct complete criminal background checks on all employees assigned to the County prior to the employees commencing work for the County. In the event a temporary employee will be assigned to the County for a period in excess of five (5) working days, the County will also require that the temporary employee pass a drug test equivalent to the pre-employment drug test required for County employees.

## **ARTICLE 6**

### **NO CONCURRENT EMPLOYMENT**

#### **Section 1.**

During working hours, the employee is to concern themselves strictly with the business of the County and the duties of their position. At no time during working hours shall the employee perform any services or make or receive any telephone calls on behalf of any employment that are not a part of the employee's job responsibilities with the County.

#### **Section 2.**

An employee shall notify their supervisor of any other employment prior to accepting the employment offer in order for the County to determine that no conflict of interest, as defined in Section 112.312(8), Florida Statutes as amended, exists with regard to such employment and the employee's duties with the County.

## ARTICLE 7

### ATTENDANCE

#### Section 1.

All employees are expected to report for duty at the scheduled time. If an employee is unable to work for any reason, they must notify the department or division, as applicable, they will be absent at least fifteen (15) minutes before their scheduled start time. In the event an employee provides insufficient notice regarding their absence or tardiness, the employee shall be required to use leave without pay.

#### Section 2.

Unauthorized absenteeism of greater than three (3) occurrences within a ninety (90) day period or lateness of greater than three (3) occurrences within a ninety (90) day period may be cause for disciplinary action in accordance with the Employee Handbook. If an employee provides a doctor's note on the day the employee returns to work, the absence will be considered authorized.

## **ARTICLE 8**

### **OVERTIME**

#### **Section 1.**

Employees shall be required to work overtime when requested unless excused by supervisors. Employees working in those classifications which are overtime eligible classifications and not exempt under the Fair Labor Standards Act will be paid overtime at the rate of time and one-half their regular base rate of pay for all time actually worked in excess of forty (40) hours per work week. The work week for purposes of overtime calculations shall begin at 12:00 a.m. Sunday and run through 11:59 p.m. Saturday. If there are any changes during the term of this Agreement in the Fair Labor Standards Act with regard to overtime provisions which affect public sector employees, the parties shall consider this paragraph immediately open for negotiations and shall immediately meet for such negotiations.

#### **Section 2.**

The County will seek volunteers consistent with equitable distribution of overtime within a work area, classification. In the event sufficient volunteers are not available, qualified employees shall be assigned to overtime work in a manner consistent with the equitable distribution of assignments.

Failure to obtain pre-approval from a supervisor prior to working overtime may result in disciplinary action up to and including termination of employment.

#### **Section 3.**

For purposes of calculating overtime, paid holiday leave shall be considered as time worked.

## **ARTICLE 9**

### **HOURS OF WORK**

#### **Section 1.**

The workweek shall consist of a consecutive seven (7) day period. The workday shall consist of a twenty-four (24) hour period beginning at 12:00 midnight.

Regularly scheduled working hours and days off of employees covered by this Agreement shall not be indiscriminately changed by the County. Changes shall be made by reason of operational necessity and/or efficiency. Such changes require at least ten (10) working days' notice to the affected employees except in the case of an emergency. Except as provided herein, an employee's regular work schedule shall contain two (2) consecutive days off. An employee may request that their regularly scheduled days off be non-consecutive. Such request shall be subject to the prior approval of the employee's supervisor based upon the operational and scheduling needs of the department. Such approval shall not be unreasonably withheld. The County Administrator and the Union Business Agent are authorized to mutually agree in writing that certain positions within specified departments or divisions will be exempt from the provisions of this Section 1 and will have a flexible schedule in order to meet operational needs.

#### **Section 2.**

A thirty (30) minute lunch and two (2) fifteen (15) minute break periods will be scheduled by the Department Head/Designee. Whenever consistent with efficient operation, such lunch period shall be scheduled by the Department Head/Designee to fall approximately at the mid-point of the employee's workday. Whenever consistent with efficient operation, such break shall be scheduled by the Department Head/Designee within the approximate mid-point of both the first and the last half of the employee's workday. However, nothing herein should be construed as preventing the County from providing staggered lunch and break times or requiring the County to provide any or the same lunch and break time for employees. The County Administrator/designee and the Union Business Agent are authorized to mutually agree in writing that certain positions within specified departments or divisions are required to take a one (1) hour lunch period or combine the break(s) and lunch period.

#### **Section 3.**

In the event the County determines it is necessary to institute a furlough program, the parties agree to reopen negotiations with regard to the furlough program.

## ARTICLE 10

### EMERGENCY STANDBY DUTY

#### Section 1.

In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to emergency standby duty. An emergency standby duty assignment is made by a Department Head/Designee who requires an employee to be available for work on off-duty time which may include nights, weekends and/or holidays.

#### Section 2.

Emergency standby time is defined as that period of time during which an employee is required to be readily available for emergency call out. When assigned to emergency standby duty, the employee's activities are restricted to the extent that they may be readily contacted by on the cellular telephone provided by the County as set forth in Section 6.

#### Section 3.

The Department Head/Designee determine when it is necessary to place employees in an emergency standby status. The department will seek volunteers consistent with equitable distribution of emergency standby time within a work area, classification, and shift and consistent with skill and ability. In the event sufficient volunteers are not available, qualified employees shall be assigned to emergency standby work in a manner consistent with equitable distribution of assignments.

#### Section 4.

Employees assigned to emergency standby shall be compensated as follows:

- A. Two hours token pay will be paid per 24-hour period and three hours token pay for holidays. This is paid whether the employee is or is not called into work. This token pay will be based upon the employee's regular rate of pay.
- B. Except as provided below if an employee is called out, they will be paid a minimum of 2 hours per 24-hour period provided the time worked does not immediately precede or extend the employee's regularly assigned work shift. This 2-hour minimum payment will apply only to the first call-out, and the actual time worked will be paid for subsequent callouts in the same 24-hour period based upon their regular rate of pay or their overtime rate of pay, as appropriate.
- C. If an employee is called out during a week in which there is a County holiday, an employee who is called back to work shall be compensated for the amount of time actually worked or two (2) hours, whichever is greater, at 1 ½ times their regular rate of pay. This 2-hour minimum payment will apply only to the first call-out during the 24-hour period, and subsequent callouts in the same 24-hour period will be paid at 1 ½ time their regular rate of

pay for the actual time worked.

**Section 5.**

Except as provided above for weeks with a holiday, overtime compensation of 1 ½ times the base hourly rate of pay will be paid for hours actually worked in excess of 40 hours per work week to employees who are non-exempt employees under the Fair Labor Standards Act. If there are any changes during the term of this Agreement in the Fair Labor Standards Act in regard to overtime provisions, the parties shall consider this section immediately open for negotiations and shall immediately meet for purposes of computing overtime pay. However, for the purposes of computing overtime, the two hours token pay will count as two hours worked even if no work is performed.

**Section 6.**

All emergency standby employees will be provided with a cellular telephone and County vehicle for possible use. If the employee does not report to work in a timely fashion, not to exceed 30 minutes, in response to a call for assistance, all emergency standby compensation may be forfeited, and disciplinary action may be enforced.

## ARTICLE 11

### ON CALL STATUS

#### Section 1.

It is recognized and agreed by both parties that the nature of the operation of the County sometime requires that employees be available to be called back to work at a time other than their regularly scheduled hours of work, including nights, weekends or holidays.

#### Section 2.

The Department Head will determine when it is necessary to place employees in an on-call status. The department will seek volunteers whenever possible consistent with equitable distribution of on call time within a work area, classification, shift, and consistent with skill and ability. In the event sufficient volunteers are not available, qualified employees shall be assigned to Emergency Standby Duty in accordance with Article 10.

#### Section 3.

Employees on the on-call list will provide the County with a contact telephone number and will be responsible for keeping the County advised of any changes. Employees on the on-call list have complete freedom of activity in the off-duty hours until assigned to work and are not considered on "emergency standby" duty. After an employee is contacted and accepts the on-call assignment, they must report to the designated County facility or jobsite within one (1) hour of taking and/or responding to the call.

#### Section 4.

Employees placed on the on-call list who are called back to work shall be compensated as follows:

- A. Except during a week in which there is a County holiday, an employee who is called back to work shall be compensated for the amount of time actually worked or 2 hours, whichever is greater, provided such work does not immediately precede or extend the employee's regularly assigned work shift. The 2-hour minimum payment will apply only to the first call-out during the 24-hour period, and subsequent callouts in the same 24-hour period will be paid based upon actual time worked at their regular rate of pay or their overtime rate of pay, as appropriate.
- B. If an employee is called back to work during a week in which there is a County holiday, an employee who is called back to work shall be compensated for the amount of time actually worked or two (2) hours, whichever is greater, at 1½ times their regular rate of pay. The 2-hour minimum payment will apply only to the first call-out during the 24-hour period, and subsequent callouts in the same 24-hour period will be paid at 1½ times their regular rate of pay for the actual time worked.

**Section 5.**

On-call time away from work shall not count as hours "worked" for the purpose of computing overtime pay.

**Section 6.**

This article is not intended to override or interfere in any manner with any work assignment made in accordance with emergency manuals, for example, hurricane preparedness non-military radiological manuals and assignments made in accordance with a state of emergency declared by an appropriate official.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

#### **Section 1.**

The probationary period is an integral part of the hiring and promotion process. It is utilized to closely observe the new employee's work, to secure the most effective adjustment of a new employee to the position, and to reject any employee whose performance does not meet the required standards.

#### **Section 2.**

Employees shall serve a probationary period following initial hiring by the County ("new hire") or promotion. Except as otherwise provided in Articles 13, 14 and 15 of this Agreement, the probationary period shall extend a minimum of six (6) months from the employee's first day of work with the County or in the position to which they were promoted. An employee will receive a minimum of two (2) written evaluations during this six (6) month period. The County may extend an employee's initial probationary period one time beyond the end of the minimum probationary period for a period not to exceed ninety (90) calendar days upon approval of the County Administrator/designee. Further, the probationary period will be extended by the number of days an employee is absent whether paid or unpaid during the probationary period. When the employee has successfully completed the probationary period, and any extension, they shall be placed on regular status. An employee may be terminated with or without cause during the initial probationary period, including any extensions.

#### **Section 3.**

Regular status denotes final appointment in a specific County position and classification following successful completion of the probationary period, and any extension thereof.

#### **Section 4.**

A newly hired employee who does not successfully complete their probationary period is not entitled to the Grievance/Arbitration Procedures or payments of sick leave or vacation leave if terminated.

#### **Section 5.**

If an employee who is serving a probationary period as a result of a promotion is found to be unqualified to perform the duties of the higher position, a good faith effort will be made to return the employee to the position and status he held immediately prior to the promotion if the position has not been filled or eliminated. If the employee is returned to this former position, their wages will be the same amount they would have been paid if they had not been promoted, including any increases which they would have achieved during the period he held the higher position. If the employee's former position is filled, the employee may be transferred to a vacant position, for which they qualify, subject to the approval of the Department Head and the County Administrator. If no vacancy exists for which the employee is qualified, they will to be placed in a layoff status with recall

rights pursuant to Article 14 of this Agreement.

**Section 6.**

Except as otherwise provided in Article 16, Section 7, an employee who is serving a probationary period must satisfactorily complete the probationary period before submitting an application for a promotion or lateral move to another department or division.

**ARTICLE 13**

**SEPARATIONS**

**Section 1.     Date of Separation**

The effective date of separation shall be the last day on which the employee is present for duty unless otherwise specified herein, or as otherwise agreed by the parties.

**Section 2.     Resignation**

- A.     Resignation is defined as an action whereby an employee voluntarily leaves County employment with or without giving notice.
  
- B.     An employee wishing to leave County employment in good standing shall file with the County a written resignation, stating the date and reasons for leaving. Such notice must be given at least two (2) weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the County.

**Section 3.     Retirement**

- A.     Retirement is defined as a voluntary procedure whereby an employee separates from County employment for reasons of length of service, or a voluntary or involuntary separation due to a disability.
  
- B.     Retirement regulations and benefits shall conform to the provisions of the Florida Retirement System in effect upon the effective date of the employee's retirement.

**Section 4.     Death**

Termination shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law or by executed form in the employee's Human Resources Department file.

**Section 5.     Reduction in Force (Lay-off)**

- A.     If a layoff occurs, employees will be laid off by job classification. Employees in the affected job classifications who are in a new hire probationary period will be laid off first. The only exception would be if an employee in a new hire probationary period has a particular skill required to perform duties and no one else employed by the County is qualified to perform such duties in the opinion of the County.
  
- B.     The order of layoff of employees other than employees in a new hire evaluation period as provided above, shall be determined by seniority, subject to review any suspensions within the preceding eighteen (18) months. If the employee has had no suspensions within the

previous eighteen (18) months and has the ability, skills and desires to bump to a position with a lower pay grade within their division or within their department if all bargaining unit positions in their division are laid off, they may replace the least senior employee in the lower position provided they have more seniority than the employee they are replacing. The employee's rate of pay will remain the same if their wage is within the range of the lower position. If the employee's rate of pay exceeds the maximum of the lower position, the employee will receive the top of the range for the new classification. An employee who reclassifies to a lower or equal position will not be subject to the provisions of Article 12. If an employee returns to their former job classification within one year from the effective date of the reclassification to a different position, he will not be subject to the provisions of Article 12. Notwithstanding anything to the contrary, the parties agree to adhere to any applicable laws regarding veteran's preference.

- C. If a laid-off employee is transferred from one division or department in accordance with Section 5.B to another where a vacancy exists and is required to take a reduction in pay, that employee will have the option of receiving their vacation pay prior to being transferred at the previous higher rate of pay. If the employee chooses not to take vacation pay before the transfer, they will be paid vacation leave at their current rate of pay when they choose to take vacation. If a full-time employee is laid-off, they will be compensated for their total accrued vacation leave subject to the limits set forth in Article 23, Section 4, Payment of Unused Vacation Leave, and receive a maximum sick leave payout as follows: less than 5 years of continuous service not to exceed 80 hours, 5 years to less than 10 years of continuous services not to exceed 240 hours, and 10 years or more of continuous service not to exceed 480 hours. Part-time employees who are laid off will receive their vacation and sick leave pro-rated based on an average number of hours worked during the previous 12-month period.
- D. Recognizing the hardship a layoff creates for an employee, the County will continue to pay its share of health insurance premiums for one full month after layoff for the employee and family coverage.
- E. Seniority is defined as the employee's last date of hire with the County with deductions for absences of sixty (60) working days. If employees have the same seniority date, their relative seniority dates shall be determined by the last four digits of the employee's social security number, the lowest number being the most senior.

**Section 6. Discharge or Termination**

- A. A discharge or termination is the involuntary separation of an employee from County employment. Employees discharged for disciplinary reasons shall not generally be eligible for re-employment and shall lose all seniority and reinstatement privileges.
- B. A discharged employee will be allowed to discuss the discharge with the Union Steward before being required to leave the property of the County, unless their presence creates an unsafe situation.
- C. The County shall notify the Union of the discharge in accordance with Article 37, Section 1,

but failure to give such notice shall not affect the validity of the discharge.

- D. Discipline or discharge of employees in a new hire probationary period shall not be subject to the grievance or arbitration procedures.

**Section 7. Return of Property and Financial Obligations**

- A. At the time of separation and prior to receiving final monies due, all records, books, assets, uniforms, keys, tools, and other items of County property in the employee's custody shall be returned to the department. Certification to this effect shall be made by the employee's supervisor. Any monies due because of shortages shall be deducted from the final paycheck due or shall be collected through appropriate action.
- B. Any outstanding debts incurred by an employee, such as deductions for the loss or abuse of County property or other financial obligations which are due the County shall be deducted from the employee's final paycheck and/or termination leave pay.

## ARTICLE 14

### RECALL AFTER LAY-OFF

#### Section 1.

A laid off employee is eligible to remain in a recall status for thirteen (13) months from the date of lay-off. The County's obligation under this provision will continue for thirteen (13) months from the date of lay-off. A person recalled within thirteen (13) months will not lose their seniority, but the amount of time the employee is laid off will not be credited to for seniority, retirement and benefit purposes.

#### Section 2.

When the County decides to increase the work force, laid off employees will be called back in their order of lay off by classification, e.g., last out, first in, providing the employee can still meet the minimum job requirements as stated in the job description and pass a physical examination including a drug test. An employee who is recalled within ninety (90) days of the date of their lay off will not be required to take a physical examination and/or drug test unless the County has specific information that makes such examination and/or test appropriate in its opinion. The employee must notify the Human Resources Department at time of lay off whether they desire to be recalled to the job classification which they held at the time of lay off or to any available position for which the employee is qualified.

#### Section 3.

Notice to a laid off employee regarding the County's intention to recall shall be sent by certified mail to the employee's last known address and by documented telephone call to the last known telephone number as shown in the Human Resources Department File. As an alternative to sending the notice by certified mail, the County may email the notice to the employee at the email address provided by the employee at the time of lay-off. If an employee so notified does not apply in the Human Resources Department or give notice of their intention in writing to do so within five (5) working days of receipt of the notice, it shall be assumed that the employee has resigned, and all rights accrued previously shall be forfeited. If an employee refuses in writing to accept the job offered because it is a lower paying position than previously held, the employee shall not lose rights for future recall during the thirteen (13) months of eligibility.

#### Section 4.

An employee will not forfeit their recall rights to their former position under this Article if the employee accept recall to a lower paying position or to a temporary position of less than ninety (90) days duration.

#### Section 5.

An employee who is recalled to their former position within the thirteen (13) month recall period will

be paid at their rate of pay at the time of the lay off and will not be subject to the provisions of Article 12. If an employee is recalled to a lower job classification than the one they held at the time of lay off within the thirteen (13) month recall period, they will be paid at their previous rate of pay if it is within the pay range for the new position and will serve a probationary period as set forth in Article 12. An employee recalled to a lower job classification will not be entitled to a pay increase upon satisfactory completion of the probationary period, however, their new anniversary date will be the date the employee began work in the new position.

## ARTICLE 15

### TRANSFERS

#### Section 1.

A regular status employee may be transferred from a classification in one department to the same or equivalent classification in another department or another division in their department provided the transfer is to the advantage of the County and/or results in a better utilization of the education, experience or interests of the employee. No transfer may be made without the approval of the two (2) Department Heads, or the Department Head and two Division Managers in the case of an intra-department transfer, involved, the approval of the employee involved, and prior approval by the County Administrator. The provisions of the paragraph shall not be administered as a means to discipline employees.

#### Section 2.

Transfers shall be made as follows:

- A. An employee may be transferred to a position within another department or another division within their department with the same job classification and such transfer will not change the employee's pay grade, rate of pay, anniversary date or classification date. An employee who transfers to another department or another division within their department for a promotion or lateral move at the employee's request must have completed the probationary period for their current position before applying for a promotion or lateral move to another department or division within their department. In order to be considered for transfer under this Section, an employee shall submit a request for transfer in writing to the Human Resources Department.
- B. An employee transferred at their own request shall serve a minimum of six (6) months probationary period in the new department or division, provided, however, that such employee shall not be entitled to a pay increase at the conclusion of the probationary period. If, during the probationary period, the employee is found to be unsuited for or unqualified in the new department or division, the employee may return to their previous position, subject to the approval of the Department Head, if a vacancy exists. If their former position is filled, a good faith effort will be made to place the employee in a comparable position. If a vacancy does not exist, the employee will be placed in lay-off status with recall rights pursuant to Article 14, Recall After Lay-off.
- C. In no event shall an employee's transfer pursuant to this Article result in an increase in the employee's base rate of pay which exceeds the pay range for the new position.

#### Section 3.

The County Administrator may grant an employee's request to transfer to a lower paid job classification, provided the transfer is to the advantage of the County and/or results in better

utilization of the education, experience, or interests of the employee. An employee so transferred shall be paid at the rate of pay at the time of the transfer if it is within the pay range for the lower paid classification. If the employee's rate of the pay at the time of the transfer exceeds the highest rate of pay for the lower-paid classification, he will be paid at the top rate of pay for the lower paid position. An employee transferred to a lower paid classification at their own request shall serve a minimum of six (6) months probationary period in the lower paid classification, provided, however, those such employees shall not be entitled to a pay increase at the conclusion of the probationary period. An employee who is transferred to a lower paid position shall not be permitted to apply for a promotion to a higher classification for a period of six (6) months following the effective date of the transfer to the lower paid classification.

## ARTICLE 16

### PROMOTIONS AND VACANCIES

#### Section 1.

For the purposes of this Agreement, a promotion shall be defined as reclassification to a different position with a higher pay grade.

#### Section 2.

In filling all vacancies in the bargaining unit, the County shall select the most qualified applicant based upon the following factors:

- A. Ability to perform all essential duties in the classification.
- B. Ability to meet reasonable performance standards for quality and quantity of work.
- C. Length of continuous service with the County.
- D. Overall work record with the County, excluding the following:
  - (1) Written reprimands (without a suspension) which occurred more than three (3) years prior to the date of application for the promotion if the employee has not received any additional discipline for a period of two (2) years prior to the date of such application.
  - (2) Suspensions which occurred more than five (5) years prior to the date of application for the promotion if the employee has not received any additional discipline for a period of three (3) years prior to the date of such application.
- E. Prior formal education, apprenticeship programs, specialized training schools, military assignment, job experience prior to being employed by the County, and any other relevant qualification the individual may possess.
- F. The County may use a "hands on" performance test to evaluate an applicant's abilities under Subsections 2.A and 2.B.
- G. The County shall use a matrix which incorporates the provisions of this Article to score applicants as part of the selection process. Such scoring system for the matrix shall not be administered in an arbitrary or capricious manner.

#### Section 3.

County employees shall be given first consideration subject to their qualifications as set forth in Section 2 being equal to other applicants.

**Section 4.**

Other than entry level, part-time or management positions, all vacancies will be posted on the County's website for internal applicants only at least five (5) working days before being added to the list of employment opportunities open to all applicants.

**Section 5.**

A promoted employee will serve a six (6) month probationary period.

**Section 6.**

Upon promotion, an employee will receive the minimum pay rate for the new position or a five percent (5%) increase of the regular pay rate at the time of the promotion, whichever is greater. Except as otherwise provided herein, the employee shall receive a five percent (5%) pay increase upon satisfactory completion of the probationary period. In no event shall an employee's transfer or promotion pursuant to this Article result in a regular rate of pay which exceeds the pay range for the new position.

**Section 7.**

An employee who is promoted to a position in another department or another division within their department at their request must remain satisfactorily complete the promotion probationary period before submitting an application for a promotion or lateral move to another department or division, unless otherwise agreed upon by the County Administrator or designee and the Union.

**Section 8.**

The County reserves the right to under fill a position with a lower job classification, subject to meeting the posting requirements in Section 4 of this Article.

## ARTICLE 17

### TEMPORARY ASSIGNMENTS

#### Section 1.

The County shall not be prevented from temporarily assigning or appointing any employee to perform work which would normally be done by an employee in another classification, when, in the discretion of the County, such assignment or appointment is necessary, and the assigned/appointed employee meets the minimum requirements for the position they will temporarily fill.

#### Section 2.

An employee temporarily assigned to perform work outside their normal classification shall suffer no loss of pay should said temporary assignment be to a lower classification.

#### Section 3.

An employee who is temporarily assigned to a position in a higher classification shall be paid their regular rate of pay for the first five (5) consecutive calendar days. If such assignment continues beyond five (5) consecutive calendar days, he shall receive five percent (5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater. In the event that the County has been notified by the employee whose position is being temporarily being filled that their absence will extend beyond five (5) consecutive calendar days prior to the first date of such absence or as soon thereafter as possible in the event of illness or emergency, the County shall pay the employee temporarily assigned to fill the position at the minimum of the higher classification or five percent (5%) above their regular rate of pay, whichever is greater, beginning on the first day of the temporary assignment. If the temporary assignment extends beyond five (5) consecutive calendar days, the County shall pay the employee receiving the temporary assignment at such higher rate of pay retroactively for the first five (5) consecutive calendar days of the temporary assignment. This section shall not apply where the distinction in classification is based primarily on experience or years of service.

## ARTICLE 18

### INSURANCE

#### Section 1.

For the duration of this agreement, regular full time bargaining unit will participate in the same health insurance program and coverage, including the same rates of employee contribution, as provided by the Board of County Commissioners to its non-bargaining unit employees. The health insurance program shall also include optional dental, prescription care and vision plans.

#### Section 2.

Regular full time bargaining unit employees will continue to be eligible to participate in the County's short-term and long-term disability program.

#### Section 3.

Regular full time bargaining unit employees will continue to be eligible to participate in the County's life insurance program.

#### Section 4.

Regular full time bargaining unit employees will continue to be eligible to participate in the County's employee assistance program (EAP).

#### Section 5.

Except as otherwise provided in this Agreement, the insurance coverage listed above shall be discontinued on the date the employee's services are terminated, the day he quits or retires, or the day he goes on any leave of absence other than Family Medical Leave Act leave, or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the County has prepaid the premium for such employee.

#### Section 6.

Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions, including but not limited to any waiting period or other time limits, contained in the contracts between the County and the carrier. Any rebates or refunds of premiums paid by the County shall accrue to the County. With reference to the insurance set forth above, the County will continue to have the right to select carriers, to change carriers, and to be self-insured. It is further agreed that the only liability assumed by the County under this article is to pay the premiums agreed upon. Any claim settlement between an employee and the insurance carrier shall not be subject to the grievance procedure.

**Section 7.**

Subject to satisfying the eligibility requirements, bargaining unit members shall be entitled to participate in the Retiree Health Benefit Program and Medicaid Supplement Program offered to non-bargaining unit employees.

## ARTICLE 19

### LEAVES OF ABSENCE

#### **Section 1. Court Leave**

- A. Employees attending court as a witness when instructed or ordered to attend by the County Administrator or designee for County business, shall receive pay at their regular rate for the hours they attend court. This time is charged as leave with pay and such time will be considered as time worked for purpose of computing overtime.
- B. Employees on jury duty shall receive pay at their regular rate for such time spent during their normal working hours. This time will be charged as leave with pay; however, such time will not be considered as hours worked for overtime purposes.
- C. Those employees who become plaintiffs or defendants in personal litigation or as witnesses in litigation other than that covered in Paragraph A of this Section are not eligible for court leave with pay. In such cases, vacations leave or leave without pay may be granted upon application by the employee and approval by the Department Head. Leave of absence without pay will follow the provisions of Section 4 of this Article. The County recognizes that employees who have been subpoenaed by the court must honor such subpoena.
- D. Employees on County paid leave who attend court for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released by the court.
- E. Employees required to attend court as stated in Paragraph A of this Section, who are on scheduled vacation will either, at the employee's option and with the Department Head's approval, 1) extend their vacation equal to such time spent attending court on behalf of an instruction or order by the County, or 2) reschedule such time in accordance with the vacation policy and Article 23, Vacation Leave.
- F. All court attendance must be verified before an employee is compensated. Monies received from court appearances shall be turned over to the County, except for travel pay and meal allowance.

#### **Section 2. Military Leave**

As per federal and state law, an employee may request military leave to serve on active duty in an emergency or due to required annual duty, and shall be compensated for such leave, provided benefits continuation, and/or re-employment consideration in accordance with applicable statutory requirements, provided:

- A. The employee provides their supervisor with one (1) months' notice in advance, where possible, and copies of orders to active duty.

- B. Military leave shall not affect an employee's right to vacation or sick leave.

**Section 3. Leaves under the Family and Medical Leave Act of 1993 (FMLA)**

The FMLA establishes the rights of eligible employees to a leave of absence for up to twelve (12) weeks in a twelve (12) month period from their employment for birth, adoption, the care of a family member's serious health condition, or the employee's own serious health condition. It also provides for the continuation of health insurance benefits while on leave and the return of the employee to the same or an equivalent position at the end of the leave.

The parties state that it is their intention to follow and comply with the FMLA in granting leaves where applicable. Where applicable, an employee's worker's compensation leave will be counted in determining the total amount of FMLA leave used by an employee in a twelve (12) month period.

**Section 4. Leave Without Pay**

- A. The decision to grant a leave without pay (leave of absence) is a matter of administrative discretion and may only be approved by the County Administrator or designee. An employee must exhaust all available vacation and/or sick leave, as appropriate, before beginning a leave without pay. The employee must request the leave without pay at least two (2) weeks prior to the start date, unless circumstances satisfactory to the County Administrator/designee render advance request impossible. All leave without pay requests must be in writing to the County Administrator and must indicate a beginning and an ending date not to exceed a total of thirty (30) days. Extensions may be granted in increments of thirty (30) days or less and must be requested in writing to the County Administrator or designee for approval at least seven (7) days prior to the expiration of the original leave. However, no leave without pay shall extend beyond ninety (90) days.
- B. The following provisions apply to leave without pay status:
1. An employee granted a leave of absence must keep the department informed of their current activity (school, medical, military, etc.) each time a request for extension of the leave is made. In addition, the employee must keep the department advised of their current address at all times. Failure to comply with these provisions shall result in the employee being dropped from leave of absence status, in which case he must return to duty or be discharged.
  2. An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave of absence, may be discharged unless specific approval by the County Administrator/designee is received in advance.
  3. An employee granted a leave of absence shall contact the Department Head/designee at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
  4. Failure to return to work at the expiration of the leave shall be considered a

resignation.

5. No sick leave or vacation shall be accrued by an employee while he is on leave without pay.
  6. An effort will be made to return the employee to the position and status held immediately prior to their leave of absence. If the employee's former position is filled, he may be transferred to a position for which he qualifies, subject to the approval of the Department Head and the County Administrator. If no vacancy exists for which the employee qualifies, he will be placed in a layoff status with recall rights pursuant to Article 14, Recall After Lay-Off.
  7. The employee will be responsible for the entire cost of their insurance premium while on leave without pay.
  8. Leave without pay shall not begin until after the employee has used all existing vacation and/or sick leave.
- C. Time spent on leave of absence shall not constitute a break in service. However, the time shall not be credited toward retirement, vacation, sick leave, or toward satisfying the probationary period.

**Section 5. Worker's Compensation Leave**

Payment of worker's compensation to employees who are disabled because of an injury arising out of and in the course of performing their duties with the County shall be governed by the Florida worker's compensation law.

- A. Full wages will be paid for the day of the on-duty injury if disability results, or for that part of the employee's scheduled hours of work for the day of the on-duty injury spent receiving medical treatment.
- B. An employee who has experienced a disability under Florida's worker's compensation law resulting from a compensable injury may request the Department Director to approve the use of accrued sick or vacation leave, which together with the payment of worker's compensation, shall provide the employee with a salary equivalent to no more than their normal schedule at their straight time rate of pay. The amount of such accrued leave granted to an employee shall be based upon an employee receiving worker's compensation monies from the first day of disability.
- C. Compensation for the disability will be made in accordance with the Florida worker's compensation law.
- D. An employee on worker's compensation leave shall report to the County Administrator/designee within the first week of every month regarding their health status and prognosis for recovery, unless otherwise directed by the County Administrator/designee.

- E. An employee on worker's compensation leave shall make themselves available for all doctor's appointments. Such an employee shall follow the doctor's orders and/or directions and shall avoid any activity which may aggravate or exacerbate the illness or injury.
- F. An employee returning from a worker's compensation leave must present a medical release from their physician certifying the employee's ability to return to work without restrictions or with restrictions acceptable to the County Administrator/designee.
- G. An employee who obtains part-time or full-time employment elsewhere while on a worker's compensation leave, may be discharged unless specific approval by the County Administrator is received in advance.
- H. An effort will be made to return the employee to the position and status held immediately prior to their leave of absence. If the employee's former position is filled, he may be transferred to a vacant position for which he qualified, subject to the approval of the Department Head and the County Administrator. If no vacancy exists for which the employee qualifies, he will be placed in a lay-off status with recall rights pursuant to Article 14, Recall After Lay-Off.
- I. Failure to return to work at the expiration of the leave will be considered as a resignation.
- J. As stated above in Section 3, an employee's worker's compensation leave, where applicable under the FMLA, shall be included in determining the total amount of FMLA leave used by an employee during a twelve (12) month period.

**Section 6. Bereavement Leave**

In cases of the death of an employee's mother, father, foster parents, stepmother, stepfather, grandparents, great-grandparents, grandparents-in-law, step grandparents, sister, brother, stepbrother, stepsister, wife, husband, son, daughter, stepchildren, foster children, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law, the employee shall be granted three (3) days paid leave. If the employee travels out of the State of Florida in order to attend the funeral, the employee shall be granted five (5) days paid leave. Funeral leave will be paid at the rate of eight (8) hours per day or ten (10) hours per day, based upon the number of hours the employee is regularly scheduled to work per day. The employee will give their supervisor and Department as much notice as possible prior to such leave. Bereavement leave must be approved by the Department Head. Such approval shall not be unreasonably withheld. If the funeral is not immediately held, the employee may delay taking bereavement leave until such time as the funeral is held.

**Section 7. Change in Employee's Health Status**

In order for the County to provide a safe and healthy workplace, employees shall immediately inform the County of any possible change in physical or mental condition resulting from illness, injury, disability, or pregnancy that impacts the employee's ability to perform any essential job duties. If, at any time, the County questions the ability of the employee to perform their job in a safe and

satisfactory manner, the County may request that the employee submit to the County a statement by a physician of the County's choice that the employee is physically and mentally able to perform all of the duties that the job requires in a manner that does not interfere with the safety or health of the employee or any other person. If the physician does not so certify, then the County may place the employee on a leave of absence in accordance with the Sick Leave or Leave Without Pay Policy. Except as otherwise required by law, the County shall not be required to return to work an employee recovering from a non-employment related illness or injury pending receipt of a written statement from their treating physician releasing them to full duty for their position.

**Section 8. Union Business Leave**

Special leave of absence without pay will be granted under the following conditions to authorized Employee Union Stewards for attendance at meetings, conferences, institutes, or seminars sponsored or endorsed by the Union:

- A. Written request for such leave shall be submitted by the Union to the Steward's Division Manager, or Department Director if the employee is not in a Division, at least ten (10) calendar days prior to the first day of such requested leave.
- B. Not more than one hundred twenty (120) hours of leave from scheduled duty shall be granted annually without pay under this Section.
- C. The Department Director or Division Manager may deny a request for unpaid leave submitted under this Section if the absence from duty during the period of requested leave would seriously interrupt the normal functioning or operations of the Department or Division.
- D. Within three (3) working days after submission of a request for leave under this Section the Department Director or Division Manager, as appropriate, shall grant or deny the request in writing to the Union with corresponding copy to the Human Resources Department. Leave under this Section shall be limited to designated Union Stewards or any other unit member so designated and approved by the Union Business Representative.
- E. It is recognized that an employee who is granted leave without pay under this Section is granted such leave in their capacity as a representative of the Union, as distinguished from their services as a County employee. Therefore, it is agreed that during the period of such leave, the County shall have no legal or other obligation to such employee other than the current life and health insurance, if any and as provided in said Insurance Articles. The leave time granted shall not be considered time worked for the purpose of calculating overtime or other benefits.
- F. No more than three (3) people shall be granted such leave for the same function and two employees who perform unrelated duties in the same Division may be allowed to attend the same function.
- G. Notwithstanding anything to the contrary in this Section, the parties may agree to allow Union Steward's to an indefinite period of unpaid leave.

## **ARTICLE 20**

### **PAID SICK LEAVE**

#### **Section 1.**

Full-time employees who have completed their probationary period shall accrue eight (8) hours of sick leave for each month of service. Part-time employees who have completed their probationary period shall accrue on pro-rata basis based upon the actual number of hours worked. A part-time employee shall be defined as one who fills a part-time (less than forty (40) hours per week) regularly budgeted position. Temporary employees shall not be eligible for paid sick leave. There will be no maximum on the amount of sick leave an employee may accumulate. For overtime purposes, sick leave will not be considered as time worked.

#### **Section 2.**

Sick leave shall be considered a privilege which will be allowed only in cases of personal illness or disability, including pregnancy, scheduled doctor or dentist appointments, or in the case of illness within the immediate family.

#### **Section 3.**

In order to be granted sick leave with pay, an employee must notify their department as indicated in Article 7.

#### **Section 4.**

The County may require medical certification of an employee's absence signed by a physician stating the kind and nature of sickness or injury if such absence exceeds three (3) working days, or if the County feels that the employee has abused the provisions of this article. Use of sick leave when physically fit for duty may result in discharge of the employee.

#### **Section 5.**

When an employee's accumulated sick leave is not sufficient to cover an illness or injury, the employee shall use their vacation leave to help cover time needed for absence from work due to the illness or injury.

#### **Section 6.**

All employees eligible for paid sick leave shall be entitled to terminal "incentive pay" for accumulated and unused sick leave to be paid to each employee upon normal or regular retirement, termination or resignation, other than termination for just cause, after six (6) years of creditable and continuous service with St. Lucie County, and to the beneficiary if service is terminated by death, after six (6) years of creditable and continuous service. The payment shall be determined by using the rate of pay received by the employee at the time of retirement, termination, resignation, or death.

Terminal pay allowable for unused sick leave shall not exceed the following:

Less than 6.0 years	0 hours
6.0 to less than 10.0 years	240 hours
10.0 to less than 11.0 years	480 hours
11.0 to less than 12.0 years	520 hours
12.0 to less than 13.0 years	560 hours
13.0 to less than 14.0 years	600 hours
14.0 to less than 15.0 years	640 hours
15.0 to less than 16.0 years	680 hours
16.0 or more years	720 hours

This payment shall not be considered in any state retirement system as salary payments and shall not be used in determining the average final compensation of any employee or any state administered retirement plan. Except for employees on Family Medical Leave, accrued sick leave shall not be used to determine the date of termination.

**Section 7.**

Pursuant to Section 1-2-16, St. Lucie County Code of Ordinances and Compiled Laws, any employee found guilty in a court of competent jurisdiction of committing, aiding, or abetting an embezzlement or theft from their employer, or of bribery in connection with employment, committed prior to retirement or creditable termination as provided in Subsection 1-2-16(b), whose employment is terminated by reason of their admitted committing, aiding, or abetting of an embezzlement or theft from the County or by reason of bribery or for cause, or who prior to a creditable termination or retirement as provided in Subsection 1-2-16(b), is adjudged by a court of competent jurisdiction to have violated any state law against strikes by public employees shall forfeit all rights and benefits under this section. An employee whose employment terminates as a result of an act committed subject to this section or for cause will not be given credit for unused sick leave accumulated prior to termination should the employee be reemployed at a later date.

**Section 8.**

All bargaining unit employees shall be eligible to participate in the Shared Sick Leave Program offered to non-bargaining unit employees.

**ARTICLE 21**

**SICK LEAVE INCENTIVE**

**Section 1.**

The employees covered by the Agreement and the Union recognize their obligation to prevent unnecessary absences or other abuses of sick leave privileges. As an incentive for not abusing the sick leave policy, employees may earn sick incentive leave in the following manner. Employees who have been employed by St. Lucie County for a minimum of two (2) consecutive years and have unused sick time available, will be entitled to sick incentive leave as listed in the table below:

<b>Accrued Sick Leave Hours as of September 30</b>	<b>Paid Sick Incentive Days Earned as of October 1</b>
120 - 239	1
240 - 359	2
360 - 479	3
480 - 599	4
600 - 719	5
720 - 839	6
840 - 959	7
960 - 1079	8
1080 - 1199	9
1200 or more	10

Sick incentive leave is limited to a maximum of ten (10) regardless of the amount of sick time that the employee may accumulate over 1200 hours.

**Section 2.**

As sick incentive leave is taken, the hours will be deducted from the employee's sick leave accumulation. For the purpose of this Article, a sick incentive leave day is considered to be either eight (8) or ten (10) hours depending on the employee's normally scheduled workday, except for part-time employee who will have their time pro-rated. For the purposes of overtime, sick incentive leave is not be considered as time worked. Sick incentive leave must be taken in eight (8) hour or ten (10) hour increments depending on the employee's normally scheduled workday, except for part-time employees whose time will be pro-rated based on the hours scheduled to work.

**Section 3.**

Employee eligibility will be calculated annually as of September 30th each year. Employees will be notified of all sick incentive leave for which they are eligible. Sick incentive leave must be requested and used during the fiscal year earned. Sick incentive leave will be converted from sick leave when taken and deducted from the employee's available sick leave accumulation at that time. If sick incentive leave is requested, but not used during the fiscal year earned, the sick incentive leave will remain in the employee's accrued sick leave bank.

**Section 4.**

Subject to the approval of the Department Head and the County Administrator, employees may receive pay in lieu of sick incentive leave. Employee will receive eight (8) hours of pay even if their normally scheduled workday exceeds eight (8) hours, except for part-time employee who will have their pay pro-rated based on actual hours worked. The hours equal to the pay received will be deducted from the employee's accumulated sick leave when paid out.

## **ARTICLE 22**

### **HOLIDAYS**

#### **Section 1.**

The following holidays are observed by regular full-time employees, except as otherwise provided in this Article:

- New Year's Day (January 1st)
- Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Presidents Day (3<sup>rd</sup> Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- Three (3) Floating Holidays

#### **Section 2.**

Except as otherwise provided in this Article, holidays may be granted at the regular, straight time rate of pay to all eligible employees regularly scheduled to work such days, provided that an employee may be required to work on a holiday if necessary to maintain essential services to the public. The County Administrator shall determine when any department or operation will not be closed in observance of a holiday.

#### **Section 3.**

When a holiday falls on a Saturday, the preceding Friday will be designated as substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday will be designated a substitute holiday and observed as the official holiday.

#### **Section 4.**

- A. When a holiday is observed on a day on which a full-time employee is normally scheduled to work and the employee is not required to work that day as provided in Subsection 4.C, the employee will receive holiday pay for the number of hours the employee would have been normally scheduled to work that day, i.e. if the employee is regularly scheduled to work a ten (10) hour day, the employee will receive ten (10) hours of pay for the holiday; if the employee is regularly scheduled to work an eight (8) hour day, the employee will receive eight (8) hours of pay for the holiday.
- B. If the holiday is observed on a day on which a full-time employee is not scheduled to work, the employee's holiday will be counted as the first day the employee would normally be scheduled to work following the date the holiday is observed as indicated above, i.e. if an employee normally works a four (4) day week, ten (10) hours a day schedule Wednesday through Saturday, and the holiday is observed on a Monday, the employee will receive Wednesday off as their substitute holiday with ten (10) hours pay.
- C. If the employee's Department Head/Designee determines, however, that the needs of the department will not permit a full-time employee to have a holiday off, the employee will be paid at a rate of one and one-half (1 ½) times their regular hourly rate for all time actually worked on an observed or substitute holiday in addition to the employee's regular holiday pay, i.e. if an employee works a ten (10) hour per day schedule, and their base rate of pay is \$10.00 per hour, the employee will be paid \$15.00 per hour for each hour worked plus ten (10) hours of regular pay for the holiday. In such instances, the employee will not receive a substitute holiday.
- D. A part-time employee who is scheduled to work on a holiday will be paid their regular rate of pay for all time actually worked on an observed or substitute holiday. A part-time employee who works on an observed or substitute holiday will be entitled to take another day off during that pay period as their holiday and will be paid their regular rate of pay for the number of hours the employee would have been normally scheduled to work that day. A part-time employee shall be defined as one who fills a part-time (less than forty (40) hours per week) regularly budgeted position.
- E. Temporary employees shall not be eligible for paid holiday leave.

#### **Section 5.**

- A. An employee must work or be on active pay status, on the regularly scheduled working day immediately prior to a holiday or designated substitute holiday and the regularly scheduled working day immediately following a holiday or designated substitute holiday in order to qualify for holiday pay. For purposes of this Agreement, active "pay status" shall refer to periods of time during which an employee is being paid for work performed or period of time during which an employee is being paid for approved leave time such as paid sick leave, paid vacation, paid court time, and while on paid military leave.

- B. For purposes of computing over-time payments, holidays shall be counted as time worked.

**Section 6.**

- A. When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, that day will not be charged as a vacation day.
- B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

**Section 7.**

As set forth above in Section 1, each eligible employee shall be entitled to three (3) Floating Holidays per fiscal year (October 1 - September 30). A Floating Holiday shall be equal to an employee's regularly scheduled workday, i.e., the Floating Holiday for an employee who is regularly scheduled to work an eight (8) hour day will be eight (8) hours. Except in the event of an emergency, an employee must request their Floating Holiday at least seven (7) calendar days in advance. Approval of the request shall be subject to the department's operational needs. If an employee does not use their Floating Holidays prior to the end of the fiscal year, they may not carry them forward into the next fiscal year.

## ARTICLE 23

### VACATION LEAVE

#### Section 1. Eligibility and Rate of Accrual

Eligible employees shall accrue vacation leave with pay as set forth in this Article. Vacation leave shall be earned on an hourly basis based on an eighty (80) hour biweekly pay period. A part-time employee shall be defined as one who fills a part-time (less than forty (40) hours per week) regularly budgeted position. Temporary employees shall not be eligible for paid vacation leave. There is no cap on the amount of leave which can be accrued.

The basic vacation leave for all full-time employees shall be computed and accrued bi-weekly as follows:

- A. Less than five (5) years of continuous service, accrual rate of 3.08 hours.
- B. Five (5) to ten (10) years of continuous service, accrual rate of 4.62 hours.
- C. Eleven (11) to twenty (20) years of continuous service, accrual rate of 6.16 hours.
- D. Twenty-one (21) years of continuous service, accrual rate 6.46 hours.
- E. Twenty-two (22) years of continuous service, accrual rate 6.78 hours.
- F. Twenty-three (23) years of continuous service, accrual rate 7.08 hours.
- G. Twenty-four (24) years of continuous service, accrual rate 7.40 hours.
- H. Twenty-five (25) and up years of continuous service, accrual rate 7.70 hours.

The basic vacation leave for all part-time employees with the above noted years of continuous service shall be computed on a pro-rata basis based upon the noted accrual rate and the actual number of hours worked.

#### Section 2. Charging Leave

- A. Vacation leave may be used as it is earned after completion of the initial six (6) months probationary period.
- B. Vacation leave shall be charged in fifteen-minute minimum increments.
- C. For purposes of determining overtime payments, vacation hours shall not be counted as time worked.
- D. Vacation pay will be at the employee's basic hourly rate of pay on the date the leave is taken.
- E. Vacation leave shall be used for sick leave in the event accumulated sick leave is not sufficient to cover length of illness or injury.

#### Section 3. Request for Leave

- A. Except in the event of an emergency or as provided above in Subsection 2.E, an employee

shall request vacation leave a minimum of a period equal to twice the amount of leave requested prior to the start of the leave. Vacation leave may be taken only after approval by the employee's Division Manager or designee. In the event an employee must be absent due to an emergency, he shall notify his department, division office or supervisor, as set forth in the department's attendance policies, as soon as possible.

- B. Vacation assignments will be made in accordance with the preference of the employee if and when, in the opinion of the employee's supervisor, service requirements will permit. If two (2) or more employees request the same vacation time, and the supervisor in their discretion cannot grant all requests, the request of the employee with the most County-wide seniority as defined in Article 13, Section 5.E. will be granted, provided they have made their request at least sixty (60) days in advance. Otherwise, the first request received will be granted.
- C. In the event an employee wishes to take more than their creditable vacation leave, the employee may or may not at the discretion of the Department Head/designee, be granted extra leave without pay.

**Section 4. Payment for Unused Vacation Leave**

Employees who have completed six (6) months or more service shall, upon leaving the service in good standing, be paid for accrued vacation leave as noted below:

<b>Years of Eligible Service</b>	<b>Cap on Accrued Vacation Hours Payout</b>
Less than 5.0 years	160
5.0 to less than 11.0 years	240
11.0 to less than 21.0 years	320
21.0 to less than 22.0 years	335
22.0 to less than 23.0 year	352
23.0 to less than 24.0 years	368
24.0 to less than 25.0 years	384
25.0 years and above	400

Any accumulated vacation leave will be paid on the last regular check an employee receives, provided the Finance Department is informed of the termination in time to include it on the last regular check, it is not for just cause and the employee separates in good standing by providing two or more weeks' notice. If the Finance Department does not receive the information in time and the employee separated in good standing and was not terminated for just cause, payment for accumulated vacation leave will be made at the end of the next pay period. Vacation leave shall not be used on the employee's separation date.

ARTICLE 24

UNION DUES

Section 1.

Bargaining Unit employees wishing to join the Union may click on the link below:

<https://bit.ly/TLU769stlucie>



**ARTICLE 25**

**UNION ACTIVITIES**

**Section 1.**

The County recognizes the right of the Union to appoint or elect Stewards. The number of Stewards shall be no more than as follows:

Airport	1	Parks and Recreation	3
Facilities	2	Public Safety	1
Mosquito Control	1	Public Works	2
Utilities	2		

In addition, the Union may designate one of the above-named positions as Chief Steward. The Union shall notify the County Administrator, in writing, of the names of the Chief Steward and Stewards and the areas they are representing at least three (3) days before they assume duty. If such notice has not been given, the County has no duty to recognize the Stewards.

**Section 2.**

Except as otherwise provided herein, Stewards shall not spend time on Union business during working hours. The employee, one Shop Steward, and/or the Chief Steward shall be granted reasonable time without loss of straight time pay to present the grievance during a grievance meeting, pre-disciplinary hearing or investigatory meeting scheduled by the County. Any other bargaining unit members shall be required to take vacation leave or leave without pay to attend a grievance meeting.

**Section 3.**

The Union representative shall comply with all applicable rules and regulations of the County concerning visitors.

**Section 4.**

The Union agrees that, during the term of this Agreement, its non-employee representatives and Stewards shall deal only with the County Administrator or designee in matters subject to discussion in this Agreement. This does not prohibit a non-employee representative or Steward from addressing the concerns of individual employees with a supervisor or Department Head. However, no agreements reached with any member of management other than the County Administrator or designee shall be binding on the County.

**Section 5.**

No Union member, agent or representative of the Union, or any person acting on the behalf of the Union may solicit County employees during the working hours of any employee who is involved in

the solicitation, nor distribute literature during working hours in areas where the actual work of County employees is performed.

**Section 6.**

The County agrees to furnish the union business representative a list of employees in the bargaining unit on a monthly basis which will include the following information for each employee: name, mailing and email addresses (except as prohibited by law), pay grade, hourly pay rate, date of hire, and department location.

**Section 7.**

The County agrees to allow a union representative or steward to meet with new employees covered by the bargaining unit during orientation to provide a copy of the collective bargaining agreement and an opportunity to discuss their rights under the agreement.

## ARTICLE 26

### GRIEVANCE PROCEDURE

#### Section 1.

A grievance is defined as an alleged violation of a specific provision of this Agreement or a belief by the employee that they have been unjustly disciplined or discharged without just cause in a manner inconsistent with the County's employee handbook for all County employees during the term of the Agreement. Such discipline or discharge notices shall be in writing.

#### Section 2.

This formal grievance procedure is not intended to foreclose or prevent an employee from informally discussing any matter with a supervisor. Such an informal discussion will not be classified as a grievance under this Article. The following procedure shall be followed in presenting a grievance to the County:

Submission of Grievance. If an employee feels they have a grievance as defined above, they shall, present the grievance in writing to their Division Manager, Department Head, or the Human Resources Director/designee within ten (10) working days after the employee had knowledge, or reasonably should have had knowledge of its occurrence, or the grievance shall be considered waived. The written grievance shall name the employee involved, shall contain a complete and detailed statement of the facts giving rise to the grievance (including the date of occurrence and other employees involved), shall specifically identify all of the provisions of this Agreement alleged to be violated, and shall be signed and dated by the employee and a Union steward or Business Representative. In the event the grievance does not contain a complete and detailed statement of the facts giving rise to the grievance (including the date of occurrence and other employees involved), the County may return the grievance to the Union Business Representative with the deficiencies noted. If the Union chooses to pursue the grievance, the Union Business Representative shall return the properly completed grievance to the County Employee and Director of Human Resources and Risk Management or designee within five (5) working days of his receipt of the grievance from the County. If the Business Representative does not return the completed grievance within the five (5) working days, the grievance will be considered withdrawn.

Step One. Within ten (10) working days from the County's receipt of a completed grievance as provided above, the parties will schedule a date for the Step One meeting to be held within thirty (30) days from the date of the County's receipt of the completed grievance. The meeting will be held between the Department Head/designee, Human Resources Director and/or-designee, the grieving employee, Union Steward from the Grievant's department and/or Chief Union Steward, and the Union Business Representative, if they choose to attend. Representatives of the County Attorney and the Union's attorney may also attend the meeting. The County will submit the Department Head/designee's written answer to the Chief Union Steward and Union Business Representative within ten (10) working days after date of the meeting. If the grievance is not satisfactorily adjusted or an answer is not given within the time limits, the Chief Union Steward, Union, Union Business Representative, or employee, if not represented by the Union, may submit the grievance for review

under Step Two. Such notice shall be submitted to the Director of Human Resources and Risk Management/designee. In discharge cases, the employee may skip Step One and initiate his grievance at Step Two, so long as they do so within ten (10) working days after the discharge and follows the other requirements of Step Two.

**Step Two.** If within ten (10) working days after the service of the answer in Step One, the answer is not accepted by the grievant or the Union, the Chief Union Steward and/or Union Business Representative shall contact the Human Resources Director to schedule a Step Two meeting which shall be held within thirty (30) days from the date of the County's receipt of the completed grievance. If the grievance is not submitted for review under Step Two within the time limits stated above, it shall be considered settled and waived. The meeting will be held between the grieving employee, the County Administrator/designee, Human Resources Director and/or designee, a Union steward from the Grievant's department and/or Chief Union Steward, and Union Business Representative. Representatives of the County Attorney and the Union's attorney may also attend the meeting. The County Administrator or designee will submit the County's answer to the grievance to the Chief Union Steward and Union Business Representative within ten (10) working days following the meeting.

### **Section 3.**

It shall be the responsibility of the Union to notify the Grievant of the time and location for the grievance meetings. The time limits set forth in this Article may be extended by the joint written consent of the County and the Union or the employee if they are not represented by the Union and are representing themselves. For computing working days in this Article, working days shall be defined as Monday through Friday excluding observed holidays. If a deadline under this Article falls on a Saturday, Sunday, or observed holiday, the deadline will be extended to the next working day.

### **Section 4.**

Only individual grievances may be filed, and the County need not consider group or multiple grievances. A class grievance, however, may be considered by the County and resolved as if one grievance. A class grievance shall be defined as a dispute which concerns two (2) or more employees within the bargaining unit arising out of the same set of facts and circumstances and alleging the same violation of a specific provision of this Agreement.

### **Section 5.**

Any grievance not advanced to the next step by the grievant within the time limit in that step shall be deemed abandoned. If the County fails to meet the time limits established for scheduling Step One and Step Two meetings and providing grievance answers, without mutual agreement to extend such time limits, the grievance shall automatically advance to the next step in the grievance procedure.

### **Section 6.**

The grievant shall be present at each step of the grievance procedure unless otherwise agreed by the grievant and the Union with prior notice to the County. The grievance procedure may be used by

both Union members and non-members in bargaining unit positions; however, the Union is not obligated to represent non-members. The grievant shall have the right to present his own grievance to the designated representative of the County and to have such grievance adjusted without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of the collective bargaining agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance. The County shall submit the written response to both the grieving employee and the Union Business Representative.

**Section 7.**

A grievance which has been processed in accordance with the grievance procedure, but which has not been settled in Step Two, may be submitted to arbitration subject to the requirements of Article 27, Arbitration.

**Section 8.**

All discipline and discharge notices shall be filed in a grievance file maintained in the Human Resources Department until the grievance has been resolved. A notice that there is a matter relating to the employee in a current grievance file may be placed in the employee's personnel file pending resolution of the grievance. If the grievance is resolved in favor of the employee, the notice of the pending grievance shall be transferred to the grievance file. If the discipline or discharge is upheld, the discipline or discharge notice shall be placed in the employee's personnel file. If a grievance is not filed within five (5) days after the date the employee receives the discipline or discharge notice, the notice shall be removed from the grievance file and placed in the employee's personnel file.

**Section 9.**

The parties agree to schedule grievance meetings during the Grievant's regularly scheduled hours of work, at a time which least impacts the department's operations.

## ARTICLE 27

### ARBITRATION

#### Section 1.

A grievance which has been processed in accordance with the grievance procedure, but which has not been settled in Step Two, may be submitted by the Union to arbitration. An individual may only take a grievance to arbitration if the Union declines to represent them in the arbitration process because he is not a member. The request to arbitrate must be given in writing to the County Administrator, in accordance with Article 3, Correspondence, within seven (7) calendar days following the answer, or the expiration of the time for such answer in Step Two. If such notice is not received as herein set forth, such grievance shall not be subject to arbitration. Except by mutual written agreement of the Union and the County, an arbitration hearing shall be limited to a single grievance. In no event shall arbitration be available subsequent to the expiration of this Agreement, provided, however, that a grievance made arbitral by a specific provision of this Agreement which is in process when this Agreement expires may continue to be processed through the grievance procedure and submitted to arbitration pursuant to this article.

#### Section 2.

In the event the matter at issue for the arbitration is whether the employee was terminated for just cause, the grievant shall be placed on unpaid leave pending the rendition of the arbitrator's decision. At their option, the grievant may use any accumulated vacation leave during this period. In the event the grievant opts to use such leave, the grievant will be placed on unpaid leave when all such leave has been exhausted.

#### Section 3.

The parties shall jointly furnish to the arbitrator a written submission of the issue or issues to be decided. If the parties after reasonable consultation are unable to agree upon such a submission, each party may file its version of the issue or issues to be decided, and based thereon, the arbitrator shall determine the scope of the issue(s), but in no case shall the issue be broader or extend beyond the issue presented in the original written grievance.

#### Section 4.

The decision of the Arbitrator must be within the scope of his authority, as set forth herein.

- A. The arbitrator shall confine themselves to the facts developed at the hearing and which are directly related to the matter at issue.
- B. The arbitrator's decision shall be based on the specific language of the Agreement. The arbitrator shall not have the power to add to, subtract from, disregard, or modify any terms or conditions of this Agreement.

- C. In making his ruling, the arbitrator shall have due regard for the essential and proper rights and responsibilities of management and shall not interpret this Agreement so as to further restrict or limit those rights and responsibilities.
- D. The arbitrator's decision shall not infringe upon the collective bargaining process.
- E. If the arbitrator finds they lack authority to rule on the grievance, the matter shall be referred back to the parties without decision or recommendation.

#### **Section 5.**

If the parties are unable to agree to a neutral arbitrator within five (5) days from the date the request to arbitrate is received, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, from which to select the arbitrator. The parties shall alternately strike names from the list, with the person requesting arbitration striking first; and this process shall be repeated until only one (1) name remains. The person whose name remains on the list shall be the arbitrator. Should either party fail to make its strikes in the proper sequence within thirty (30) days following receipt of the panel, the other party may select the arbitrator from the names remaining on the panel. If no name on the first list supplied by the Service is acceptable to a party, that party may request a second list, provided that before making any strike from the first list, it notifies the other party, in writing, and provided that the request for second list is made no more than ten (10) days following receipt of the first list. No additional lists may be sought after the second list without mutual agreement of the parties.

#### **Section 6.**

The arbitrator so selected shall hear all of the evidence to be presented by both parties and shall render his decision, in writing, thirty (30) days from the date of the hearing. This decision shall be final and binding upon the County, the Union, and the affected employee. If a decision of the arbitrator provides for retroactivity, it is agreed that retroactivity may not extend back beyond the date that is used for determining whether a grievance is timely filed as defined in Article 26, Section 2, Grievance Procedure. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that they may have received from any source during the period of the back pay, exclusive of any collateral source of compensation being earned prior to the date the alleged grievance occurred. No decision in any one case shall require a retroactive wage adjustment in any other case.

#### **Section 7.**

The fees and expenses of the arbitrator shall be shared and paid equally by the parties to this Agreement. All other expenses of preparing and presenting its case, including payment of wages for employees while attending the hearing, shall be borne by the party incurring them or making the request. Should either party cause a transcript to be taken, the party requesting the transcript will pay the full cost of the transcript, but shall not be required to furnish a copy to the other party. If both parties request a transcript, the cost shall be equally divided between the parties.

**Section 8.**

Unless otherwise agreed, the arbitration hearing will be held in St. Lucie County or in the vicinity.

**Section 9.**

In the event of any breach of the provisions of the Continuity of Operations article hereof, the County may avail itself of any remedy through appropriate Courts or governmental agencies for redress of that breach without regard to the grievance and arbitration provisions hereof.

## ARTICLE 28

### CONTINUITY OF OPERATIONS

#### Section 1.

The Union agrees that there will be no strikes as defined in Section 2 herein and such activity shall constitute a breach of contract. The term includes not only activities directed against the County, but action done in support of or sympathy with other employees or unions. The Union supports the County fully in maintaining normal operations. It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of the citizens, that any violation of this Article could give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek immediate injunctive relief as well as any other relief it is entitled to under law. The County agrees not to engage in a lockout during the term of this Agreement.

#### Section 2.

The term "strike" shall mean 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 by any group of employees from the full and faithful performance of the duties of employment with a public employer 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 the public employer; 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.

#### Section 3.

It is agreed that any violation of this Article shall be grounds for discipline including discharge and shall not be grievable except to determine if the violation did in fact occur.

#### Section 4.

The Union agrees that in the event of any strike, as defined in Section 2, a responsible official of the Union shall promptly and publicly disavow such strike and order the employees engaged in such activity to return to work.

## ARTICLE 29

### SUBCONTRACTING

#### Section 1.

Subcontracting shall mean for the purpose of this Agreement, work which will be contracted out by the County to another agency, persons, company, group, etc., which results in the direct displacement or lay-off of bargaining unit employees.

#### Section 2.

The County reserves the right to subcontract work. Should subcontracting occur which will result in regular bargaining unit employees currently on the payroll being displaced or laid off, the County agrees to notify the Union when the request to subcontract is put on the County Commission agenda. The Union reserves the right to appear before the County Commission and express its position to the County Commission for consideration at the time the Commission considers the subcontracting agenda item. If employees are laid off due to subcontracting, they shall have the rights provided under Article 13, Section 5, Separations, Reduction in Force.

## ARTICLE 30

### BULLETIN BOARDS

#### Section 1.

The County will furnish space for the Union to place one bulletin board at each location where the County has an official bulletin board.

The Department Head will approve the exact location for placement of the bulletin board within his facility, except that the County Administrator or designee shall approve placement in the Administration Building. Union bulletin boards may be no larger than 20 inches by 30 inches.

Management reserves the right to establish electronic bulletin boards as mutually agreed upon for this purpose and to provide the Union with access to post information electronically as technology becomes available.

#### Section 2.

All notices placed on such bulletin boards shall relate solely to official Union business. Notices posted shall not contain derogatory, defamatory, inflammatory, or untrue statements about the County or any of its officials. Bulletin boards shall not be used to communicate with the general public, to distribute political matter, or for advertising. All notices shall clearly state that they are "Teamster Notices" and shall be signed and dated by the Union Business Representative or Chief Steward who will accept full responsibility for their content.

#### Section 3.

The Union Stewards shall check all bulletin boards at reasonable intervals to ensure that no unauthorized materials have been posted. If unauthorized materials have been posted or if the Union Chief Steward has been notified that bulletin boards contain unauthorized materials, the Union Chief Steward shall cause such unauthorized materials to be removed immediately.

## ARTICLE 31

### UNIFORMS

#### Section 1.

The County will furnish to employees required to wear a uniform set comprised of a collared shirt and/or t-shirt and a pair of pants and/or shorts for each day the employee is regularly scheduled to work in a workweek plus one additional day. In addition, each employee will be permitted to select a hat from a list of hats approved for their department. The approved hats shall include both ball cap and wide brim styles. Each department shall determine the type of uniform(s) appropriate for its employees. It is understood that such uniforms are not to be worn except while employees are on the job and while traveling to and from the job each workday. Employees shall be responsible for laundering the uniform, except for certain positions designated by the County. Employees shall wear no hats or caps except those furnished by the County, and employees are encouraged to wear such cap or hat when working outside. Except as provided herein, the County is not required to replace caps or hats more than twice during a fiscal year. Uniforms and/or hats which are damaged to the point of being unwearable due to normal laundering and/or normal wear and tear may be replaced by the County at the request of the employee upon returning the damaged article to the County.

#### Section 2.

Any employee who is supplied uniforms shall be required to wear such uniform while working. Any such employee is not wearing a uniform at the start of their work shift shall be sent home without pay and shall not be permitted to work until they return to work wearing the prescribed uniform. Uniforms should only be worn when conducting County business and should not be worn in places that does not promote a positive image of the County.

#### Section 3.

Tools and equipment which are normally supplied by the County will be used properly and carefully by the employees who require them in the work. It is the responsibility of the employee to use and secure such tools and equipment in such a manner as to minimize the potential for loss or theft.

#### Section 4.

Each member of the bargaining unit required to wear work boots by the County shall be entitled to a one-time payment of \$225.00 per fiscal year to purchase work boots. Payment is considered income and will be processed on the first paycheck for the fiscal year subject to any IRS required tax deductions. Failure to report to work with required work boots may result in progressive disciplinary action being taken.

## ARTICLE 32

### WAGES

#### Section 1.

Except as provided in Sections 2 and 3 below, members of the bargaining unit who are on the County payroll as of the date this Agreement is approved by both parties shall receive four percent (4%) or one dollar and forty-five cents (\$1.45) per hour increase in their hourly rate of pay, whichever is greater, effective for the pay periods which include October 1, 2024 through and including September 30, 2025.

The pay ranges shall increase by three percent (3%) effective October 1, 2024.

The parties agree to reopen this Article for negotiations for FY 2025/2026 and FY 2026/2027 on or before June 1<sup>st</sup> of each year.

#### Section 2.

Upon promotion to a higher pay grade, each bargaining unit employee shall receive a five percent (5%) wage increase or the bottom of the pay range for new position, whichever is greater.

#### Section 3.

Except as otherwise provided in Article 15 (Transfers) and Article 16 (Promotions and Vacancies), upon satisfactory completion of the probationary period, an employee shall receive a five percent (5%) wage increase, effective with the first payroll period after satisfactory completion of the probationary period.

#### Section 4.

The parties acknowledge and agree that no member of the bargaining unit shall receive a Service Award bonus, as described in Section 4.08 of the Employee Handbook.

**ARTICLE 33**

**RETIREMENT**

The County will continue to maintain its participation in the Florida Retirement System for all employees covered under this Agreement as provided by Florida Statute and Florida Administrative Code.

**ARTICLE 34**

**PRINTING AGREEMENT**

This Agreement shall be printed within a reasonable time by the County. The County shall provide to the Union two (2) copies and PDF and Word version of the Agreement. The Union will be responsible for any additional requests for copies. Each employee coming within the scope of this Agreement shall be entitled to receive one copy from the Union upon request. In addition, the County agrees to place a copy of the agreement upon its website.

## ARTICLE 35

### GENERAL

#### Section 1.

Pronouns used herein shall refer to men or women or both. The use of gender specific job classification titles shall be construed as including both genders.

#### Section 2.

Members of management will not be regularly assigned the same work as that regularly performed by members of the bargaining unit. Further, this does not limit management from regularly performing such work which is incidental to their managerial responsibility. This provision shall not apply to actual or declared emergencies.

#### Section 3.

Unless otherwise stated in this Agreement, references to "days" shall mean calendar days and not workdays.

#### Section 4.

The term "Department Head" as used in this Agreement is defined as the level of administrator in the employee's department or division who reports directly to the County Administrator.

#### Section 5.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. They, therefore, each voluntarily and unqualifiedly waive the right for the term of this Agreement to bargain collectively with respect to any matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement. This Agreement represents the entire agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, hours, or working conditions of the employees covered hereby. The County shall not be obligated to continue any benefits or employee practices which it has given or engaged in prior to the execution of this Agreement unless such benefits or practices are specifically set forth in this Agreement, and past practices of the County will not be considered in interpreting this Agreement.

#### Section 6.

It is further understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth therein and that this document correctly sets forth the effect of all preliminary negotiations, understandings and agreements and supersedes any previous agreement, whether written or verbal.

This Agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

**ARTICLE 36**

**SAVINGS CLAUSE**

If any article, section, or provision of this Agreement should be found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. If such action occurs, the County and the Union shall meet within thirty (30) days for the purpose of negotiating a mutually satisfactory replacement for such provision.

## ARTICLE 37

### DISCIPLINE AND DISCHARGE

#### Section 1.

Except as otherwise provided in Article 12 (Probationary Period), no employee covered by this Agreement shall be discharged or disciplined without just cause. Discipline will be administered within ten (10) business days after the completion of the County's investigation of the matter. In the event of an accident, the employee will be notified within ten (10) business days of the Safety Committee's decision on the matter. All notices of discipline and discharge shall be in writing and signed by the applicable Department Head or designee. An original of the disciplinary notice shall be presented to the employee who shall acknowledge in writing that they have received the notice. Notice of the disciplinary action shall recite with particularity the action being taken and the reasons for the action. The Human Resources Department shall provide a copy of the disciplinary notice to the Union. Subject to the provisions of Article 12 (Probationary Period) and Article 26 (Grievance Procedure), the disciplined employee shall have the right to grieve the disciplinary action, including discharge.

#### Section 2.

The parties agree that the County will not consider an employee's record of verbal warning or counseling when considering disciplinary action in a later case if the employee has not been disciplined in the eighteen (18) months preceding the current disciplinary action.

#### Section 3.

The parties agree that the County will not consider an employee's record of written warning or counseling when considering disciplinary action in a later case if the employee has not been disciplined in the eighteen (18) months preceding the current disciplinary action.

#### Section 4.

The parties agree that the County will not consider an employee's record of suspension when considering disciplinary action in a later case if the employee has not been disciplined in the twenty-four (24) months preceding the current disciplinary action.

## **ARTICLE 38**

### **PERSONNEL FILES**

**Section 1.** The County shall maintain a central personnel file in the Human Resources Department for each employee. Individual departments, divisions, and supervisory personnel may retain working files.

**Section 2.** All employees have the right to view any material placed in their central or working file. The County shall follow Florida Law pursuant to personnel records and the applicable content thereof, which states that documents placed in the personnel files shall only consist of "any job-related material concerning employee's qualifications and performance of their jobs." Documents containing statements of a derogatory or inflammatory nature shall not be placed in an employee's central or working file unless pertaining to disciplinary action which requires the employee's acknowledgment of receipt. When an employee refuses to sign a disciplinary document in the presence of a witness, the refusal will be noted on the document, dated and placed in the file. Any disciplinary action will not become part of an employee's personnel file until all grievance procedures and time limits have elapsed.

**Section 3.** Upon appropriate request, an employee may inspect their personnel file in the Human Resources Department and his/her working file in their department or division. Inspection shall normally occur during non-working hours, lunch and break periods, or before or after an employee's normal shift. The employee shall be permitted to reproduce any material in the file. The County shall charge a fee for reproduction in accordance with applicable law. As an alternative, the County may provide the employee with online access to inspect their personnel file or working file.

**Section 4.** The County will make every reasonable attempt to contact an employee of any request by an outside party to review their personnel file. However, it is understood that neither the inability on the part of the County to notify an employee nor the employee's objection to inspection of the file shall prevent public inspection of an employee's file in accordance with Florida law.

**ARTICLE 39**

**DURATION OF AGREEMENT**

**Section 1.**

Except as otherwise provided herein, the provisions of this Agreement shall be effective as of October 1, 2024, and shall continue and remain in effect through September 30,2027.

**Section 2.**

Before June 1<sup>st</sup> of 2025 and 2026, the parties shall reopen Article 32, Wages, and one article of each party's choosing for negotiation.

**Section 3.**

During May of 2027, the parties shall open negotiations on all articles of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

ATTEST:

Vera Smith  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: Carly Jorgensen  
CHAIR

DATE: 9/17/24

APPROVED AS TO FORM AND  
CORRECTNESS:

Carolei Valentin  
ASST. COUNTY ATTORNEY

TEAMSTERS LOCAL UNION NO. 769  
AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

BY: Josh Zull  
PRESIDENT

DATE: 10/2/24

BY: \_\_\_\_\_  
BUSINESS AGENT

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the St. Lucie County Board of County Commissioners (“County”) and the Teamsters Local Union No. 769 (the “Union”).

WHEREAS, the County and Union entered into a Collective Bargaining Agreement effective October 1, 2021, through September 30, 2024 (“CBA”); and,

WHEREAS, the County and Union began collective bargaining negotiations over a successor CBA on June 4, 2024; and

WHEREAS, separately, the County has also been in the process of reviewing and revising the Employee Handbook including, among other provisions, sections of the Employee Handbook related to the pre-discipline / pre-termination process. That process, however, is not yet complete; and

WHEREAS, the County recognizes that to the extent that its intended revisions to the Employee Handbook modify or have a collective impact on wages, hours, terms or conditions of employment, there may be an obligation to bargain with the Union over such revisions to the Employee Handbook; and

WHEREAS, the Parties do not wish to delay their agreement on the successor CBA until the Employee Handbook review is completed.

NOW THEREFORE, in recognition and acknowledgement of the above and subject to ratification by the Board, the parties mutually agree as follows:

The Union agrees, at the request of the County, to reopen for the purposes of collective bargaining, those provisions of the CBA that are implicated by the County’s proposed revisions to the Employee Handbook. Likewise, the Union agrees, at the request of the County, to otherwise engage in collective bargaining negotiations that may be required prior to implementing the County’s proposed revisions to the Employee Handbook.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed with their respective names by their authorized representatives.

ST. LUCIE COUNTY, BOCC

Cathy Townsend  
Chair

Date: 9/17/24

TEAMSTERS, LOCAL #769

Josh Hill  
President

Date: 10/2/24

ATTEST:  
Vera Smith  
DEPUTY CLERK



APPROVED AS TO FORM  
AND CORRECTNESS  
Carolee Valente  
ASSISTANT COUNTY ATTORNEY

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the St. Lucie County Board of County Commissioners (“County”) and the Teamsters Local Union No. 769 (the “Union”).

WHEREAS, the County and Union entered into a Collective Bargaining Agreement effective October 1, 2021, through September 30, 2024 (“CBA”); and,

WHEREAS, Article 39 of the CBA provides that the parties shall open negotiations on all articles of the agreement during May 2024;

WHEREAS, the County and Union began collective bargaining negotiations on June 4, 2024; and

WHEREAS, the Union requested increase in terminal vacation payout limits set forth in Article 23, Vacation Leave, or implementation of a vacation sell-back program; and,

WHEREAS, in lieu of any revisions and as part of the negotiations, the parties desire to memorialize their agreement regarding the County’s proposed actions for Fiscal Year 2024/2025 relating to the development of a vacation sell-back program.

NOW THEREFORE, in recognition and acknowledgement of the above and subject to ratification by the Board of the final 2024 Collective Bargaining Agreement, effective October 1, 2024, attached as Exhibit A, the parties mutually agree as follows:

1. In Fiscal Year 2024/2024, the County commits to evaluating implementation of a vacation sell-back program to provide employees with the option to sell a portion of their accrued unused vacation leave annually under certain conditions. The County agrees to meet and confer with the Union prior to any implementation.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed with their respective names by their authorized representatives.

ST. LUCIE COUNTY, BOCC

TEAMSTERS, LOCAL #769

Chair

President

Date:

Date:

ATTEST:  
*Ura Smith*  
DEPUTY CLERK



APPROVED AS TO FORM  
AND CORRECTNESS  
*Carole Valente*  
Asst. COUNTY ATTORNEY

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the St. Lucie County Board of County Commissioners (“County”) and the Teamsters Local Union No. 769 (the “Union”).

WHEREAS, the County and Union entered into a Collective Bargaining Agreement effective October 1, 2021, through September 30, 2024 (“CBA”); and,

WHEREAS, Article 39 of the CBA provides that the parties shall open negotiations on all articles of the agreement during May 2024;

WHEREAS, the County and Union began collective bargaining negotiations on June 4, 2024; and

WHEREAS, the Union’s proposal includes a revision to Article 32, Wages, relating to an annual anniversary date wage increase for those members of the bargaining unit who receive a satisfactory or above on their annual evaluation, beginning October 1, 2024; and,

WHEREAS, in lieu of this revision and as part of the negotiations, the parties desire to memorialize their agreement regarding the County’s proposed actions for Fiscal Year 2024/2025 relating to the development of a new annual evaluation tool.

NOW THEREFORE, in recognition and acknowledgement of the above and subject to ratification by the Board of the final 2024 Collective Bargaining Agreement, effective October 1, 2024, attached as Exhibit A, the parties mutually agree as follows:

1. The County commits to developing a new performance evaluation methodology and tool to be used in annual evaluations for bargaining unit positions in Fiscal Year 2024/2025. The County agrees to meet and confer with the Union prior to implementation.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed with their respective names by their authorized representatives.

ST. LUCIE COUNTY, BOCC

Cathy Johnson  
Chair

Date: 9/17/24

TEAMSTERS, LOCAL #769

Josh Zill  
President

Date: 10/2/24

ATTEST:  
Kara Smith  
DEPUTY CLERK



APPROVED AS TO FORM  
AND CORRECTNESS  
Charles Valentin  
Asst. COUNTY ATTORNEY