

# **AGREEMENT**

between

**NORTHEAST FLORIDA PUBLIC EMPLOYEES'  
LOCAL 630, AFL-CIO**



**AND**



**NASSAU COUNTY, FLORIDA**

**October 1, 1992 through September 30, 1995**

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ARTICLE

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## **AGREEMENT**

THIS AGREEMENT is entered into as of October 1, 1992, between NASSAU COUNTY, FLORIDA, hereinafter referred to as the Public Employer , and the NORTHEAST FLORIDA PUBLIC EMPLOYEES LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (AFL-CIO), hereinafter referred to as the Union. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There are not and shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this agreement. It is understood that the County of Nassau is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

### ARTICLE I

#### UNION RECOGNITION

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of the public employees within the bargaining unit; unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented.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

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

## ARTICLE 2

### UNION SECURITY AND CHECK OFF

2.1 The Public Employer will, by placing one (1) copy of this agreement in each working location, make available to employees in the bargaining unit copies of this agreement, for the express purpose of calling those employee's attention to the fact that Laborer's Local No. 630 of the Laborers' International Union of North America, AFL-CIO has been recognized as the exclusive bargaining representative for all employees in the bargaining unit as defined in Article 1.1 of this agreement. In addition, the Public Employer will furnish each steward and officer of Local 630 two (2) copies of the agreement. It is further understood and agreed that when the original agreement is amended, from year to year, that the Public Employer will collate the amendment with the original agreement and provide completed copies to the officers and stewards as agreed above. Such collated agreement shall be kept on file in the County Engineer's office and shall be considered to be the official copy of the agreement.

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

2.3 Upon receipt of a written authorization from an employee covered by this agreement, the Public Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and uniform assessments. It is understood that this provision will provide for twenty-four (24) deductions per year. The Public Employer will remit to the Union such sums within thirty (30) days. Changes in the union membership dues rate will be certified to the Public Employer in writing over the signature of the authorized officer or officers of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. It is understood and agreed that the Public Employer will assess a charge, no higher than that being charged for other deductions (insurance, credit union, etc.), per deduction per payroll. The

Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason (s) stated therefore, that; the remittance is incorrect.

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

2.5 The Public Employer will deduct and transmit bi-weekly to the Northeast Florida Public Employees PAC Fund up to five (5) cents for each hour worked from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees from whom such deductions have been made and the amount deducted from each such employee. The Employer shall deduct an administrative fee of 1/10 of 1% (.001) from the amount to be transmitted.

2.6 The Employer will deduct and transmit, monthly to the Northeast Florida Public Employees Group Legal Fund, the sum of ten dollars (\$10.00) from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of employees from whom such deductions have been made and the amount deducted from each such employee.

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

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

### ARTICLE 3

#### MANAGEMENT SECURITY

3.1. The Union and its officers, Agents and members agree that during the life of this agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or intentional interruption of employer operations, during the term of this agreement. The

consideration for such provision is the right to a resolution of disputed questions. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provisions preventing strikes, slow-downs, concerted stoppages of work, or intentional interruptions of employer operations was violated by the employee to be discharged or otherwise disciplined.

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

1. Soliciting public employees during working hours.
2. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.
3. Instigating or advocating support, in any positive manner, for an employee organization's activities from high school or grade school students during classroom time.

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

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

3.3 The Public Employer and the Union agree that the basic intent to this agreement is to provide a fair day's work in return for a fair day's pay, and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and the Union affirm their joint opposition to any discriminatory

practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of employees skill and ability without regard to race, color, creed, national origin or sex. Furthermore, the Public Employer agrees to abide by any applicable florida statute pertaining to public employment within the scope or knowledge of the Public Employer.

#### ARTICLE 4

##### MANAGEMENT RIGHTS

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

#### ARTICLE 5

##### SPECIAL MEETINGS

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

## ARTICLE 6

### UNION STEWARDS AND UNION REPRESENTATION

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

6.2 Employees covered by this agreement will be represented by Stewards so designated by the Union in the following locations of the Transportation Department.

<u>LOCATION</u>	<u>NUMBER OF STEWARDS</u>
Hilliard	1
Fernandina Beach	1

6.3 The Public Employer and the Union recognize the need for expansion within Nassau County. When additional permanent work locations are created, the Public Employer and the Union will meet, at the request of either party, for the purpose of mutually determining the stewardship needs of the Union. A written list of the union stewards, and two (2) alternates, shall be furnished to the Public Employer prior to the effective date of their assuming duties of office. The Union shall notify the Public Employer promptly of any changes of such union stewards. No union steward will perform any grievance work unless the above has been complied with. The alternate steward shall only perform as a steward in the event of the physical absence of the regular steward.

6.4 Officials of the Union, as designated in Section 1.2 of this agreement may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. Officials, as designated above, shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Public Employer's property in areas mutually agreed on by the Union and the Public Employer.

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



6.6 The Public Employer agrees to give notice (at least two (2) weeks) to the Union when any presentment is made to the Board of County Commissioners of Nassau County having the net effect of reducing the work force of the Transportation Department of the County.

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

## ARTICLE 7

### UNION ACTIVITY

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

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

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

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

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

7.6 When it becomes necessary for a union steward to enter an area other than his own for the purpose of conducting union business authorized by this agreement, he must secure permission from the supervisor of that area and notify him of his presence and the general nature of his business. Such permission shall not be unduly withheld.

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

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

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

## ARTICLE 8

### GRIEVANCE PROCEDURE

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

#### STEP I:

The aggrieved employee shall present his grievance in writing to the Road Superintendent. The Road Superintendent shall obtain the facts concerning the alleged grievance and shall within five (5) working days of receipt of the written grievance conduct a meeting between himself, his representative, if needed, and the aggrieved employee. The aggrieved employee, at his request, may be accompanied at this meeting by his union steward and/or appropriate union representative. The Road Superintendent shall notify the aggrieved employee of his decision in writing, with a copy to the Union, not later than five (5) working days following the meeting date.

#### STEP II:

If the grievance is not settled at the first step, the aggrieved employee, within ten (10) working days, shall present the written grievance to the Nassau County Engineer. The Nassau County Engineer shall obtain the facts concerning the alleged grievance and shall within five (5) working days following receipt of the written grievance, conduct a meeting between himself and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by his steward and/or appropriate union representative. The Nassau County Engineer shall notify the aggrieved employee in writing, with a copy to the Union, of his decision not, later than five (5) working days following the meeting date.

#### 8.2 Rules for Grievance Processing:

It is agreed:

(a) Grievances must be brought forward as soon as it might reasonably have become known to exist. In the event a grievance arises, the employee must submit a grievance to the Road Superintendent (Step I), within twenty (20) working days after he has had knowledge of the grievance.

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

(c) A grievance presented at Step I and above, shall be dated and signed by the aggrieved employee presenting it. A decision rendered shall be written to the aggrieved employee and shall be dated and signed by the Public Employer's representative at that step.

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

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

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

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

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

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

(i) Grievances filed by the Union affecting two (2) or more employees in accordance with Section 8.1, shall be signed by the designated steward or the appropriate union representative and shall contain the names of the aggrieved employees. Thereafter, it shall follow the procedure as set forth in Article 8 entitled Grievance Procedure.

(j) In any grievance matter involving discharge or suspension, such grievance shall enter the grievance procedure at Step II.

8.3 Arbitration. If the grievance is not settled in accordance with the provisions of Article 8, the aggrieved employee, the Public Employer, or the Union, as the case may be, may request

arbitration by serving written notice of intent to appeal on the Nassau County Engineer, no later than twenty (20) working days after receipt of the Public Employer's response in Step III, together with a written statement of the specific provision(s) of this agreement at issue. If the grievance is not appealed to arbitration within said twenty (20) working days, the Public Employer's Step III answer shall be final and binding upon the aggrieved employee and the Union. Upon appeal to arbitration, the Union, Public Employer or employee may, in the written notice requesting arbitration, include the names of two (2) arbitrators, either of whom is acceptable to the Union, Public Employer or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one (1) of the persons listed or some other person qualified to act or arbitrate, then the American Arbitration Association procedure as herein stated will be followed. The American Arbitration Association shall be requested by either or both parties, to provide a panel of five (5) arbitrators. After the panel is received from AAA, the representative of the Union, or the employee, as the case may be, and the Public Employer shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. After the AAA is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitrator hearing will be set within fifteen (15) days from the date the arbitrator is notified of his selection to act as arbitrator. Notwithstanding the provisions of this section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

Section 1. At the conclusion of the arbitration hearing, post hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) days after the hearing is concluded, or receipt of briefs, to render his award and findings of fact. Post-hearing briefs must be filed within ten (10) working days of the arbitration hearing.

Section 2. With respect to the interpretation, enforcement or application of the provisions of the agreement, the decisions, findings and recommendations of the arbitrator shall be final and binding on the parties to this agreement. However, the authority and responsibility of the Public Employer as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this agreement.

Section 3. The arbitrator shall have no authority to modify, amend, ignore, add to, subtract; from, or otherwise alter or supplement this agreement, or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issue(s) submitted to him in writing by the Public Employer and the Union and shall have no authority to consider or rule upon any matter which is stated in

this agreement not to be subject to arbitration, or which is not specifically covered by this agreement. All testimony given at the arbitration hearing will be "under oath". The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) which is presented to him, which question(s) must be actual and existing. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to an extension of said limitation. Consistent with this section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this agreement, it shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

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

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

## ARTICLE 9

### DISCHARGE AND DISCIPLINE

9.1 Employees in the bargaining unit shall not be discharged, suspended, demoted, docked, or otherwise disciplined except for proper cause and in no event until the employee shall have been furnished with a written statement of the charges and the reason or reasons for such action. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 8.

9.2 Employees shall have the right to review their official personnel file upon reasonable request to the road superintendent. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's

responding statement will be entered in the personnel file, attached to the reprimand.

### 9.3 Disciplinary Action.

- A. All disciplinary actions shall normally be progressive. The following are intended as examples of disciplinary actions:
1. Reprimand given orally (oral reprimands may be for the purpose of counseling employees as to possible problems with performance).
  2. Reprimand given in writing.
  3. Suspension without pay.
  4. Demotion.
  5. Dismissal.

### 9.4 Dismissal, Demotions and Suspensions for Cause.

- A. The following situations may be utilized and are intended only as examples of the criteria to be followed in dismissing, demoting or suspending an employee.
1. Theft of property belong to the Public Employer.
  2. Initiating a fight with anyone while on the job.
  3. The intentional destruction of county property and/or gross negligence in the operation of a county vehicle, county machinery or equipment in such a fashion that is tantamount to willful disregard of life or valuable property.
  4. Use of intoxicants or illegal drugs while on duty.
  5. Commission of an act which constitutes a felony offense or a misdemeanor involving moral turpitude under the criminal laws of the State of Florida.
  6. Insubordination.
  7. Incompetency or inefficiency in the performance of his duties.

8. Attempting to induce an officer or employee of Nassau County to commit an unlawful act.
  9. Taking for his personal use from any person any fee, gift, or other valuable thing in the course of his work or in connection therewith, when such gift or other valuable thing is given in hope or expectation of receiving a favor or treatment greater than that accorded persons.
  10. Engaging in outside activities on county time or use of county equipment.
  11. Failing to maintain a satisfactory attendance record.
- B. Notwithstanding the provisions of 9.1, the Public Employer may suspend, demote or discharge an employee for drunken, disorderly or disruptive conduct without the necessity of a letter of reprimand prior to such job action, however, such a letter shall be delivered to the employee within five (5) days of the actual dismissal, demotion or suspension.

#### 9.5. Resignation.

An employee who desires to terminate his service with Nassau County shall submit a written resignation to the department head. Resignations should normally be submitted ten (10) working days in advance of the final work day. The written resignation, or a copy thereof, shall be filed in the employee's personnel file.

9.6. Any written reprimand shall be furnished to the employee outlining the reason for the reprimand. The supervisor shall advise the employee that he has a right to have a union steward present at the time the written reprimand is issued. The employee will be requested to sign this reprimand. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand. All letters of reprimand shall become null and void after twelve (12) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void. At such time as the reprimand becomes null and void, the appropriate union steward shall be notified in writing.

9.7 Any employee subject to dismissal, demotion, suspension, docking, as outlined under Article 9.3, subsections 3, 4, and 5, shall have the right to pre-disciplinary hearing, unless said



action is for tardiness, which shall be conducted prior to dismissal, demotion suspension, or dockings. The appropriate union steward shall be present at such meeting along with the County Engineer and the supervisor who has made the charge. This section shall not apply to drunken, disorderly or disruptive conduct by the employee. The union steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance. A waiver of hearing shall be attached to the notice.

9.8 Employees in the bargaining unit who are employed under the provisions of the Comprehensive Employment Training Act, or other similar programs, are excluded from the provisions of this Article relating to Demotion, Lay-off, Dismissal and Recall when said programs are discontinued or funds for such programs are exhausted.

## ARTICLE 10

### VACATIONS

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

#### YEARS OF SERVICE

#### DAYS PER YEAR

Upon completion of:

0 months through 4 years	10 work days
5 years through 14 years	15 work days
15 years through 19 year	20 work days
20 years or more	25 work days

Vacation days will accrue bi-weekly to the credit of the employee at the rate stated above. Vacation leave, sick leave, annual military training leave, and leave while on the active payroll due to and on-the-job injury, shall be construed as time worked. Vacation leave shall be earned during the first year of employment, but employees may not take any of their accrued vacation until they have completed the initial six (6) months probationary period. The rate of accrual shall change to the higher rate at the start of the first pay period of the month in which the employment anniversary occurs (Date of Employment).

10.2 Upon written request and with at least fifteen (15) days advance notice, when required, and employee taking at least one (1) week of authorized paid vacation may have advanced to him on his last regular pay day prior to beginning the paid vacation one-half (1/2) or the whole of his normal bi-weekly take home pay.

10.3 Vacation leave may be taken when requested by the employee in writing and approved by the appropriate supervisor in writing. The Public Employer will make every effort to meet the written request of the employee consistent with the requirements of its operations. Any portion of said leave which has accrued to the credit of the employee may be taken.

10.4 Absence on the account of sickness, injury or disability in excess of that authorized for such purposes may, at the request of the employee and within the discretion of the Public Employer, be charged against any accrued vacation leave allowance, and is not subject to the time limitations as outlined in Article 10.3.

10.5 Should a legal holiday fall within an employee's scheduled vacation period, an additional working day shall be allowed and such working day shall be scheduled and taken in accordance with the procedures set forth for holidays.

10.6 Upon termination for retirement purposes or otherwise, the employee shall either take or be paid a lump sum payment for any unused accrued vacation leave. The option of the lump sum payment for vacation purposes is vested in the Public Employer. The effective date of termination in these cases must allow for the period of vacation leave to which the employee is entitled. An employee who is dismissed for cause may be required to forfeit all accrued leave. Failure of an employee to give proper notice of two (2) weeks with his resignation may result in the forfeiture of all accrued vacation.

10.7 Vacation leave not used during the year may be carried over to the following year in the maximum amount of fifty (50) days. Days over and above fifty (50) days shall be forfeited if the employee has been given the opportunity to utilize his accrued vacation leave.

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

10.9 In the event an emergency arises, the employee shall telephonically request leave from the road superintendent, or his designee if possible. In any event, the returning employee shall fill out a leave form upon the employees return to work and the employee shall be granted vacation leave. The leave form shall include a statement from the employee explaining the nature of the emergency.

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

10.11 Employees taking accrued vacation leave shall be charged in increments of not less than one-half (1/2) of an hour.

## ARTICLE 11

### HOLIDAYS

11.1 Employees in the bargaining unit shall observe those days established by this agreement and county ordinance which consist of the following:

January First (New Years Day)

Third Monday in January (Martin Luther King Day)

Good Friday

Last Monday in May (Memorial Day)

July Fourth (Independence Day)

First Monday in September (Labor Day)

November Eleventh (Veteran's Day)

Fourth Thursday in November (Thanksgiving)

Friday after Thanksgiving

December 24th (Christmas Eve)

December 25th (Christmas Day)

December 31st (New Years Eve)

One (1) Personal Holiday

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

11.2 Whenever an observed holiday shall occur on an employee's scheduled day off, the Public Employer shall schedule the employee to take a day off at another date mutually agreed to or to compensate him at the straight time rate in order to equalize the observed holidays in Section 11.1.

11.3 Any employee of the bargaining unit who shall be required to perform work or to render services on one of the holidays listed in 11.1 shall be compensated at one and one-half (1 1/2) times the employee's regular straight time hourly rate for any hours worked in addition to his straight pay for a normally scheduled work day or the employee may elect to take off another normally scheduled day, mutually agreed to at the same rates as overtime payment.

11.4 All employees shall receive payment for any paid holiday unless:

- a) He has an unexcused absence on the last regular work day preceding such holiday, or on the next regular work day following such holiday.
- b) He fails to report for work without justifiable reason for such absence having been scheduled to work on such holiday.

11.5 Whenever any of the holidays established by this agreement falls on a Sunday, the following Monday shall be observed as the official holiday; whenever any holiday shall occur on a Saturday, the preceding Friday shall be observed as the official holiday. The only exception to the above shall be those activities within the department who are assigned to a "shift schedule". These employees shall observe the actual day of the holiday for purposes of pay.

## ARTICLE 12

### SICK LEAVE

12.1 Employees receiving pay on the active payroll will accrue sick leave bi-weekly at the rate of one (1) day per month. Vacation leave, holiday leave, paid sick leave, annual military training leave, and leave while on the active payroll due to an on-the-job injury shall be construed as time worked. Employees shall be permitted to accumulate ninety (90) days of unused sick leave. Upon retirement<sup>1\</sup> from the service of the Employer, the employee shall take or be paid a lump sum for any unused accrued sick leave. Employee's terminated for cause shall forfeit all accrued sick leave. Any employee who accumulates ninety (90) days of unused sick leave in one (1) year, shall be entitled to be paid on a day for day basis for any unused sick leave above the said ninety (90) days. Said payment shall be made on the first pay day of December each year.

12.2 Sick leave will be granted during a genuine illness of the employee or the serious illness of a member of his immediate family residing in Nassau County and/or employee's county of residence. Sick leave will not be granted to perform the duties as a pallbearer. If unusual circumstances exist, upon request,

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<sup>1\</sup> Retirement for purposes of this section shall be defined as retirement from the County at a minimum age of sixty-two (62) or vested by the State with a minimum of ten (10) years of service with the County.

additional sick leave may be granted by the Public Employer. All employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this section. Uses of sick leave in any fiscal year shall not require a certificate from a medical doctor, unless the period of absence is in excess of three (3) normally assigned work days, or the employee has no accrued sick leave remaining on the books, in which case a doctor's certificate shall be required. Employee's providing a doctor's certificate shall not be subject to discipline. The certificate shall state the nature of the employee's illness and his/her physical capacity for resuming assigned duties. All the above requirements shall be met prior to the issuance of the employee's next payroll warrant.

12.3 All employees where required by the Public Employer will notify their supervisor or his designee reasonably in advance of their scheduled reporting time on the first day or their intended absence due to illness. The employee will furnish adequate explanation of his illness to his supervisor to determine that such sick leave should be allowed. Absences under sick leave conditions will be subject to investigation by the appropriate supervisor. An employee will be counseled if it appears that he is using an excessive amount of sick leave as determined by the Public Employer. The Public Employer has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on Public Employer time and at Public Employer expense.

12.4 Sick leave may be charged in increments of not less than one-half (1/2) of an hour.

12.5 Should an employee be absent due to illness and fail to comply with the rules and regulations covering sick leave, such employee shall be charged with unauthorized absence.

12.6 Sick leave will be charged only against an employee's regular work day and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime work days, or holidays.

12.7 Pregnancy and childbirth: Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job-related purposes, genuine illnesses and should be treated as such. Female employees may take sick leave on the same general terms and conditions for such illnesses as are otherwise applicable under sick leave provisions of this collective bargaining agreement. A certificate from a medical doctor will be required from female employees desiring to utilize sick leave due to any of the foregoing reasons; such certificate must be to the effect that said female employee is

unable to perform her duties due to one or more of the foregoing conditions. Further, upon said female employee's return from sick leave, all such leave must be fully justified by a certificate from a medical doctor.

12.8 Employees in the bargaining unit who complete any six (6) consecutive months without charging sick leave, shall be entitled to two (2) bonus days off with pay at the employee's normal straight time rate. Bonus days shall be scheduled off when mutually agreeable with management, but must be taken off within the twelve (12) month period after it is earned.

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

### ARTICLE 13

#### HOURS OF WORK AND OVERTIME PAYMENT

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

13.2 For the purpose of computing the pay of employees, the following standards shall govern the pay period, work week, the work day and the normal shift hours for those employees of the Nassau County Transportation Department.

#### BI-WEEKLY PAY PERIOD

#### WORK WEEK

336 hours from starting time    168 hours from starting time

#### WORK DAY

#### NORMAL SHIFT HOURS

24 hours from starting time    8 hours, exclusive of lunch

13.3 (A) The standard work week shall consist of five (5), eight (8) hour days Monday through Friday. Except where otherwise specified herein, overtime will be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period constituting one (1) work day and time and one-half (1-1/2) for all hours worked in excess of forty (40) in any work week for which overtime has not previously been paid.

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

work scheduled consecutively.

Except where otherwise specified herein, overtime will be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period constituting one (1) work day and time and one-half (1-1/2) for all hours worked in excess of forty (40) in any work week for which overtime has not previously been paid.

(C) In those activities requiring work schedules other than eight (8) hours per day, the normal work day shall be as scheduled and the bi-weekly work period shall normally consist of eighty (80) hours, which may begin on any day of the week. No employee assigned to this odd work period shall be required or scheduled to work any hours in excess of sixteen (16) hours in any one work day. For employees assigned work days other than eight (8) hours per day, overtime shall commence for all hours worked in excess of the scheduled work hours in any work day at time and one-half (1-1/2) and time and one-half (1-1/2) for all hours worked in excess of eighty (80) in any bi-weekly pay period for which overtime has not been previously paid.

13.4 It is recognized that the Public Employer may schedule the normal work force on a ten (10) hour work day, four (4) day work week. Should this scheduling occur, overtime will be paid for hours in excess of ten (10) in any work day, or forty (40) in any work week, at the one and one-half (1-1/2) rate. When possible, rest days shall be scheduled consecutively.

13.5 The County Engineer, for budgetary reasons, may elect to give to employees qualifying for overtime, compensatory time off in lieu of overtime payments at the same rate (1-1/2) as overtime payment up to a maximum of forty (40) hours, at which time all compensation will be in the form of cash payments. Employees shall take compensatory time prior to taking vacation time.

13.6 Vacation leave, holiday leave, paid sick leave, annual military training leave and leave while on the active payroll due to an on-the-job injury shall be construed as time worked for the purpose of payroll computations.

13.7 An employee who has left his normal place of work for his residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment if three (3) hours at time and one-half (1-1/2) his regular rate. The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period.

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

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

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

13.11 The Public Employer will provide a meal or pay a meal allowance in the sum of five dollars and twenty-five cents (\$5.25) when an employee is required to work four (4) hours beyond his regular shift without a meal break.

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

13.13 No employee shall absent himself from duty without authorized leave except in cases of sickness or emergency. An employee who is absent without authorized leave of absence for three (3) consecutive working days shall be deemed to have abandoned his position and to have resigned, unless he shall within a period of ten (10) working days following said three (3) days prove to the satisfaction of the Nassau County Engineer that said absences were excusable.



## ARTICLE 14

### WAGES

14.1 (A) Employees covered by this Agreement effective October 1, 1992, shall have their hourly base salary established within the merit pay plan set forth in attached Appendix A.

(B) Security Guards shall receive a shift differential of five percent (5%) while on duty.

(C) All employees shall receive a thirty dollar (\$30.00) per month raise for each five (5) years served with the county, effective on their anniversary date.

(D) The effective date for any increase in pay shall be the employee's anniversary date.

(E) Employees covered by this agreement shall be paid bi-weekly. The normal pay date shall be Friday weekly. In the event this day falls on a holiday, the employee shall receive his check on the preceding work day. Payroll checks will list all payroll deductions within the capability of the computer and as deemed necessary by the Clerk. Deductions made for medical insurance and union dues will be programmed on a weekly basis as soon as it is practical.

14.2 (A) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted. In the event an employee is demoted during his probationary period, he shall be eligible for any increases he normally would have received had he not been promoted.

(B) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in that class prior to promotion.

(C) When a transfer not involving promotion or demotion is the base pay of the transferred employee shall remain unchanged.

14.3 The following administrative procedures shall be adhered to by the Nassau County Engineer in the implementation of the pay plan for employees in the bargaining unit.

(A) Entrance Salary Determination.

1. Original appointment to any position shall be made at the entrance rate and advancement from the entrance rate to maximum rate within a salary range shall be by successive steps.

Upon recommendation of the immediate supervisor, the Nassau County Engineer may approve initial compensation at a higher rate than the minimum rate in the range for the class when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. In the latter case, any incumbents receiving a lower rate shall have their rates increased to the rate established for entrance of new employees.

2. When an employee is promoted to a classification with a higher base rate of pay, the pay rate of that employee shall be at the lowest step in the higher range that will provide an increase of at least 2 1/2% over the rate received immediately prior to promotion.

(B) Advancement within a Salary Range.

1. Upon satisfactory completion of a six (6) month period after initial appointment or promotion, the entrance salary of the employee shall be advanced one (1) step to the next higher step in the salary range for the class to which the position is allocated, unless the pay during the probationary period was the maximum for the salary range, in which case there shall be no increase.

2. Normal progression through the steps of the pay plan for employees will be in accordance with the following procedures after proper authorization (see Paragraph B (3)). After an employee receives his step increase upon completion of the initial six (6) month period, he may be granted successive step increases no sooner than twelve (12) months from his date of last increase, until he reaches step F. There shall be twentyfour (24) months between steps F and G, and G and H. For the purposes of this plan, the date of last increase shall be the most recent date upon which any of the following actions occurred to an employee:

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

Date on which an employee received a step increase.

Cost of living adjustments or general increases shall not be considered as the date of last increase.

3. The appropriate supervisor shall recommend in writing to the Nassau County Engineer the advancement in salary of each employee who has met the requirements for pay advancement as provided in Paragraph B (2) above. If the employee's performance has not been considered satisfactory during the time period involved, his step increase may be delayed pending improvement.

Employees who have had their step increase delayed shall be reevaluated quarterly. Evaluation for satisfactory service shall be standard in writing throughout the bargaining unit with each activity using the same evaluation procedure herein attached as Appendix B. The Employee shall be advised in writing as to the reason his step increase was not granted at the appropriate time, with a copy to the union steward, and if the employee feels the reason was not just cause for denial, he may use the grievance procedure and it will be inserted at Step II. All recommendations for salary advancement within grade shall bear the approval and recommendation of the employee's immediate supervisor and the Nassau County Engineer.

4. Requirements for advancement within the pay grades of the pay plan as specified in the above procedure shall require continuous, satisfactory service with the county.

14.4 Any employee performing the duties of any classification above his/her permanent classification and is assigned to that higher classification by a immediate supervisor, shall receive pay at the rate of that higher classification, provided the employee works two (2) or more hours in that higher classification. The rate of pay for the higher classification shall be the first level of the higher classification which shall provide an increase of at least 2 1/2%. The employee shall receive pay based on the rate provided within the salary range of the employee whom he/she replaces. It shall be the responsibility of the employee to fill out and return the form specifying the hours worked by the employee to the payroll clerk before the end of the pay period. The supervisor, who makes the assignment will initial the out-of-classification form.

14.5 (A) All mower operators will receive a five percent (5%) differential for the entire day on days they are assigned and operate the mower.

## ARTICLE 15

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

15.1 Any employee covered by this agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment by the Public Employer shall, upon presentment of a doctor's certificate, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to the following benefit:

(A) During the first ninety (90) working days of such disability, said employee shall receive pay based upon onehundred percent (100%) of regular straight-time wages reduced by the workers' compensation indemnity payable.

Claims. Any such employee who has any claim for compensation under this section shall file a claim in the manner prescribed in Chapter 440, Florida Statutes, by the end of each month during which such absence has occurred. The appointing authority may approve such claims when it is satisfied that the claim correctly states the facts and that such claim is entitled to payment.

## ARTICLE 16

### EMPLOYEE BENEFITS

16.1 In the event of an employee's death, payment shall be made for any and all unused accrued overtime, vacation leave, sick leave, holiday time, and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law and only in the following sequence: to the wife or husband; or to any child or children over the age of eighteen (18); or the father or mother; or thereafter to the designated administrator of the deceased employee's estate.

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

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

16.4 The Public Employer agrees to continue to provide employees with a basic hospitalization and life insurance program at no cost to the employee.

The Employer agrees to continue to provide the same basic hospitalization coverage for the employee's eligible dependents. It is agreed that the employee's portion of the monthly premium shall be \$87.98 through September 30, 1993.

The Employer agrees that in the event that the Employer desires to modify or change the basic hospitalization benefits provided to employee's in the bargaining unit, the Employer shall promptly notify the Union of such desire to modify or change said basic hospitalization benefits.

## ARTICLE 17

### SAFETY AND HEALTH

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

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

17.3 An Advisory Safety and Health Committee composed of two (2) representatives from the Union (one from Bailey Road Yard and one from the Hilliard Yard), and one (1) management representative is hereby established. The management representative shall serve as the Chairperson.

This committee will:

1. Perform duties as determined by the committee chairperson.
2. Conduct safety surveys monthly.
3. Make recommendations for improving safety programs.

The committee shall meet at least monthly, rotating between Bailey Road Yard and Hilliard Yard. However, representatives will not move between yards to monthly meetings.

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

17.5 No employee shall be directed to operate unsafe equipment or to perform acts considered to be unsafe as the same are identified by the Advisory Safety and Health Committee.

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

17.7 The Public Employer agrees to furnish at no cost to the employee, ice water, cups, safety vests, water repellant boots, and work gloves where necessary. No employee shall be directed to perform work in any rain or water without the proper wearing apparel, as determined by the supervisor, which will be furnished by Nassau County.

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

Two (2) attic-type fans shall be added for ventilation at the work site. (County Garage - Hilliard)

## ARTICLE 18

### BULLETIN BOARDS

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

18.2 The Union agrees that it shall use space on bulletin boards provided for in Section 18.1 above, only for the following Purposes:

Notices of union meetings

Union elections

Reports of union committees

Rulings and policies of the Union

Recreational and social affairs of the Union

Notices of public bodies

18.3 No material, notices or announcements shall be posted by the Union which contain anything political or controversial or

anything adversely reflecting upon Nassau County, its agencies, its employees, or any labor organization among its employees. Any proven violation of this section by the Union shall entitle the Public Employer to cancel immediately the provisions of this section and to remove that bulletin board or the partial use thereof.

## ARTICLE 19

### JURY DUTY

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

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

## ARTICLE 20

### MILITARY LEAVE

20.1 Leaves of absence and reemployment rights of public employees inducted into the military service shall be contained in Title 38, USC ss 2021, effective December 3, 1974, and as the same may be amended from time to time.

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

20.3 Employees who are members of the reserve components mentioned above and who are required to attend regularly scheduled training assemblies throughout the year, may upon due notice and request, apply for vacation leave to attend these military training assemblies when they are scheduled to be on duty, provided it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedules.

## ARTICLE 21

### SEVERABILITY

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

## ARTICLE 22

### SAVINGS CLAUSE

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

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

## ARTICLE 23

### TIME CLOCKS

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



## ARTICLE 24

### SENIORITY

24.1 Seniority shall be defined as the length of continuous employment with Nassau County. Seniority shall be acquired by a full-time employee after satisfactory completion of a six (6) month probationary period at which time seniority shall be retroactive to the first day of employment.

24.2 In the event of layoff or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee qualifies, provided said employee has previously held such a position class in Nassau County.

24.3 In regard to overtime and vacation, seniority will be defined as the length of continuous employment with the county. In regard to job classification, seniority will be defined as the length of continuous time in any specific classification. If an employee is involuntarily transferred from one department to another in the same classification, he shall carry with him both the county and job seniority that he has already acquired.

24.4 Seniority shall accumulate while on the active payroll and during periods of approved absences with or without pay. Seniority is not broken when an employee is on an approved leave of absence with or without pay, but seniority does not accumulate beyond six (6) calendar months.

24.5 Seniority shall be broken when an employee:

- A. Resigns
- B. Is discharged for just cause.
- C. Exceeds an authorized leave of absence.

24.6 Any employee with one (1) year through nine (9) years of service who is laid off for any reason other than just cause as defined in Article 9, shall receive severance pay in the amount of their normal wages for fifteen (15) working days. Any employee with fifteen (15) years or more service who is laid off for any reason other than just cause as defined in Article 9, shall receive severance pay in the amount of their normal wages for thirty (30) working days.

## ARTICLE 25

### JOB QUALIFICATIONS AND PROMOTIONS

25.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for fifteen (15) working days. A copy of the notice of job openings will be given to the appropriate union steward at the time of posting.

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

25.3 The Nassau County Engineer shall make all determinations of qualifications of the applicants applying for promotion, provided such determination is limited to those factors directly required to perform the job. Among those employees determined to be qualified to perform the work required, the one with the greatest seniority with the county shall be promoted to the position.

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

25.5 Whenever it is necessary to fill a position in the classified service on a temporary basis due to the incumbent, whether he or she is on probation or permanent, being off work on sick leave, leave of absence, or any other reason, this temporary assignment shall be made by management. Management shall determine job qualifications, provided such determination is limited to those factors directly required to perform the job. In addition, management shall apply seniority in filling a position on a temporary basis. The qualified employee with the greatest seniority shall be appointed, where at all possible.<sup>2/</sup>

Employees who feel they have been unfairly denied the temporary appointment may utilize the grievance procedure. When an employee is temporarily assigned to duties outside his or her job specification for a period of time exceeding ten (10) working days, the County Engineer shall notify the employee in writing of the proposed duration of such assignment. Any such temporary assignment shall not exceed six (6) calendar months, without review by the County Engineer to determine if an extension of said appointment is appropriate.

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<sup>2/</sup> Seniority as it applies to temporary appointments shall not be applicable for Equipment Operator classifications until October 1, 1993.

25.6 Upon promotion and in accordance with other sections of Article 25, an employee promoted to a position for which he or she was previously assigned in a temporary capacity, shall be credited with a combined total of time actually served in that capacity towards the completion of the six (6) months probationary period.

## ARTICLE 26

### BEREAVEMENT LEAVE

26.1 Each employee in the bargaining unit shall, at the time of death of a member of his immediate family be granted three (3) days of leave with pay, for the purpose of attending to the necessary arrangements for the deceased. Immediate family is defined as the spouse, the grandparents, grandchildren, parents, brothers, sisters and children of both he employee and the spouse. Employees shall be granted one (1) day of leave with pay (day of the funeral) for brother-in-law, sister-in-law, uncle, aunt, and also other relatives who permanently resided with the employee. When required to do so, the employee shall furnish proof of such leave requirement.

26.2 Employees may be granted up to four (4) hours funeral leave, without loss of pay, to either attend or serve as an active pall bearer at the funeral of a co-worker or former co-worker who retired from the Employer, upon approval of the County Engineer.

## ARTICLE 27

### ENTIRE AGREEMENT

27. 1 The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Public Employer and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this agreement. This article shall not be construed to in any way restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this agreement.

27.2 This agreement, upon approval and ratification, unless otherwise provided, shall become effective October 1, 1992, and shall remain in effect through September 30, 1995. The Union may reopen Wages, (Article 14), and three (3) other Articles of its choice in 1993 and 1994. The Employer may reopen four (4) Articles of its choice in 1993 and 1994.

27.3 It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1 in the expiration year that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than July 1 of that same year. This agreement shall remain in full force and be effective during the periods of re-negotiations.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed in their respective names by their respective representatives and have executed this Agreement this 25th day of January, 1993.

UNION

Mitchell Morgan

P. K. Taylor  
(Witnesses as to Union)

William A. Worsham

WILLIAM A. WORSHAM,  
Business Manager

Willie Thompson

WILLIE THOMPSON  
Negotiator

Jerry D. Cooner  
JERRY COONER  
Negotiator

COUNTY

Ex-Officio Clerk

Joyce J. Bradley

(Witnesses as to County)

James E. Testone  
JAMES E. TESTONE,  
Chairman, Board of County  
Commissioners, Nassau County

William Lecher  
WILLIAM LECHER,  
County Engineer

Sue Burgess  
SUE BURGESS, Secretary

Michael S. Mullin  
MICHAEL S. MULLIN  
County Negotiator

STATE OF FLORIDA  
COUNTY OF NASSAU

(SEAL)

APPENDIX A

NASSAU COUNTY ROAD DEPARTMENT

PAYPLAN

Effective October 1, 1992

	A	B	C	D	E	F	G	H
Security Guard	\$7.04	\$7.39	\$7.76	\$7.96	\$8.15	\$8.36	\$8.57	\$8.78
Maintenance Helper I	\$7.04	\$7.39	\$7.76	\$7.96	\$8.15	\$8.36	\$8.57	\$8.78
Maintenance Helper II	\$7.40	\$7.77	\$8.16	\$8.36	\$8.57	\$8.79	\$9.01	\$9.23
Truck Driver I	\$7.65	\$8.03	\$8.43	\$8.64	\$8.86	\$9.08	\$9.31	\$9.54
Truck Driver II	\$8.12	\$8.53	\$8.95	\$9.18	\$9.41	\$9.64	\$9.88	\$10.13
Serviceman	\$8.99	\$9.44	\$9.91	\$10.16	\$10.41	\$10.67	\$10.94	\$11.21
Journeyman Mechanic	\$10.07	\$10.57	\$11.10	\$11.38	\$11.66	\$11.96	\$12.25	\$12.56
Equipment Operator I	\$8.99	\$9.44	\$9.91	\$10.16	\$10.41	\$10.67	\$10.94	\$11.21
Equipment Operator II	\$10.07	\$10.57	\$11.10	\$11.38	\$11.66	\$11.96	\$12.25	\$12.56
Equipment Operator III	\$11.14	\$11.70	\$12.28	\$12.59	\$12.90	\$13.23	\$13.56	\$13.90
Foreman I	\$8.66	\$9.09	\$9.55	\$9.79	\$10.03	\$10.28	\$10.54	\$10.80
Foreman II	\$11.14	\$11.70	\$12.28	\$12.59	\$12.90	\$13.23	\$13.56	\$13.90
Office Warehouse Supervisor	\$10.39	\$10.91	\$11.45	\$11.74	\$12.03	\$12.34	\$12.64	\$12.96

## APPENDIX B

### EMPLOYEE PERFORMANCE EVALUATION SYSTEM

#### PROCEDURES

These procedures have been developed to implement Section 19.05(5) of Chapter 67-1320, Laws of Florida which directs the Nassau County to:

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

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

#### I. OBJECTIVES

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

#### II. PERFORMANCE EVALUATION FORMS

- A. The original completed Performance Evaluation Form is to be forwarded to the Personnel Department for placement in the employee's official personnel file. The County Engineer is responsible for providing the employee with a copy of the form and for retaining a copy for the Department file.

#### III. PERFORMANCE EVALUATION DATES

- A. Mid-way through the probationary period. In most cases this will be three (3) months from the time the employee is placed in probationary status. The completed form is due in the Personnel Department no later than fifteen (15) working days after the mid-probation date.
- B. At the end of probation. This evaluation must be completed no earlier than the beginning of the final month of the probationary period and no later than the last day of the probationary period. In most cases, the probationary period is six (6) months. If the probationary period is extended, the Personnel Department must be notified immediately. The completed form is due in the Personnel Department no later than fifteen (15) working days after the end of probation date.

- C. Annually, twelve (12) months from the date of last evaluation, to be defined as the performance evaluation date. The completed form is due in the Personnel Department no later than fifteen (15) working days after the annual performance evaluation date.
- D. Within ninety (90) days after an overall performance evaluation rating of Below Satisfactory is given.

#### IV. THE PERFORMANCE EVALUATION

##### A. Conduction and Reviewing the Performance Evaluation

1. The rater shall be the Assistant Superintendent. The rater together with the the person to whom the employee normally reports shall complete the Employee Performance Form and discuss it with the employee. In those cases where an employee may be assigned work by various supervisors, the Assistant Superintendent will make rating decisions after consulting with others for whom the employee has performed work.
2. The Superintendent shall be the reviewer. All ratings must be reviewed. Before the reviewer signs the form, the ratings should be discussed and any differences of opinion should be resolved. The reviewer shall not change the original rating; however, unresolved differences may be noted by comments on the evaluation form by the reviewer.
3. Upon completion of the review by the Superintenden, the County Engineer shall review and shall have final approval of all evaluations.

##### B. The Performance Evaluation Conference

1. Review the employee's job specification prior to the conference.
2. Choose a quiet location where you will not be interrupted for the conference.
3. First, discuss the employee's strong points.
4. Discussion of the employee's weak points should be a foundation for development. At this point, a program of suggestions and improvements should be outlined in Section E, Performance Improvement Plan, of the Performance Evaluation Form.
5. Evaluations for an employee should always be based on observable, objective facts.
6. To close the conference, summarize the major points discussed and the future goals that were established.

##### C. Completion of the Employee Performance Evaluation Form:

Section A. General Information. Fill out all spaces as instructed.

Section B. Performance Factors To Be Evaluated.

1. List the factors which make up the overall job. These factors should consist of specific duties



performed and other measurable job-related factors in areas such as attendance, quantity of work, meeting deadlines, etc. Job factors should be developed from class specifications, your knowledge of the job, and any other resources available to you. Each job factor should describe a tangible, observable action or series of actions. Upon assignment to a position an employee is to be given a list of the job factors pertaining to that position.

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

#### Section C. Overall Rating

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

#### Section D. Explanation of Above Satisfactory and Below Satisfactory

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

#### Section E. Performance Improvement Plan

1. This section is to be used for development of a plan for improvement of employee performance or for career development and may be applicable for employee whose overall performance falls in any of the three rating categories.
2. The plan should include the objectives or goals toward which the employee will be working, methods for achieving those objectives, and the anticipated completion date for each objective.

#### Section F. Signatures

The Rater, Reviewer, County Engineer and Employee being evaluated

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

#### Overall Rating of Below Satisfactory

1. When an employee's overall rating is Below Satisfactory, another evaluation of job performance is required within ninety (90) days after the date of the performance evaluation conference.
2. Performance evaluations will continue to be made at ninety (90) day intervals until:
  - a) performance has improved and the overall rating is at least Satisfactory or;
  - b) you have reason to believe that the employee's overall performance in the class to which assigned will not improve to a level of at least Satisfactory. At this point, appropriate disciplinary action should be initiated including termination.
3. If the probationary period of an employee rated as Below Satisfactory has been extended and the maximum length of time permitted for a probationary period is reached, removal of the employee from the class will be necessary.