

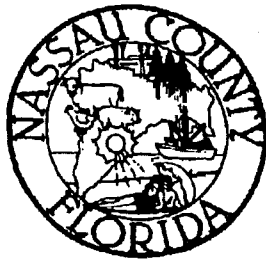
AGREEMENT

between

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



AND



NASSAU COUNTY, FLORIDA

October 1, 2001 through September 30, 2003
(Amended October 1, 2002)

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AGREEMENT

THIS AGREEMENT is entered into as of October 1, 2001, 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 (See attached Appendix "A"), for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit; unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented. Employees shall mean all classified employees who are employed by Nassau County and whose classifications appear on the attached Appendix A. Specifically excluded are: department heads, division chiefs, agency heads, managerial and confidential employees within the meaning of Section 447.203 (4,5), Florida Statutes, all other employees of Nassau County and its other agencies not specifically included in Appendix A, and all employees of the Nassau County School Board.

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

ARTICLE 2

UNION SECURITY AND CHECK OFF

2.1 The Public Employer will, 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.

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

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

SPECIAL MEETINGS AND COMMITTEES

5.1 The Public Employer and the Union agree to meet and confer

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

5.2 Apprenticeship Program:

The institution or continuation of apprenticeship programs involving employees covered under this agreement shall be at the sole discretion of the Nassau County Joint Apprenticeship Training Committee (JATC). The apprenticeship program will have as it's authority those apprenticeship standards approved by the Department of Labor and Employment Security, Division of Labor, Employment and Training, Registration No. FL0080030. The apprenticeship program and the JATC shall be guided by Chapter 446, Florida Statutes and the Rules of the Florida Department of Labor and Employment Security, Division of Labor, Employment and Training and as the same may be amended from time to time.

5.3 Employee's participating in the apprenticeship program shall upon request with concurrence of management be given the opportunity to train with a Journeyman Equipment Operator on equipment used at his/her work location. Employees who request this training shall receive an equivalent amount of training on each piece of equipment. Employees who are assigned to train with a Journeyman Equipment Operator shall not receive out-of-class compensation while training provided such employee is training under the direct supervision of the Journeyman Equipment Operator.

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.

<u>LOCATION</u>	<u>NUMBER OF STEWARDS</u>
Hilliard	1
Fernandina Beach	1
Building Maintenance	1
Custodial	1
Landfill	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 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 appropriate supervisor. The appropriate supervisor 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 appropriate supervisor 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 appropriate agency head. The appropriate agency head 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 appropriate agency head 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.

STEP III:

If the grievance is not settled at the second step, the aggrieved employee, within ten (10) working days, shall present the written grievance to the County Coordinator. The County Coordinator shall obtain the facts concerning the alleged grievance and shall within ten (10) 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 County Coordinator 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 appropriate supervisor (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 County Coordinator, 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) Florida Supreme Court approved mediators for the Fourth Judicial Circuit, either of whom is acceptable to the Union, Public Employer or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one (1) of the persons listed or some other person qualified to arbitrate, then the parties may request the services of the Federal Mediation and Conciliation Service (FMCS). If the Federal Mediation and Conciliation Service (FMCS) is utilized, the arbitrator shall be chosen pursuant to their procedures. Notwithstanding the provisions of this section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

Section 1. At the conclusion of the arbitration hearing, post hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) days after the hearing is concluded, or receipt of briefs, to render his award 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 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 agency Head. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the personnel file, attached to the reprimand.

9.3 Disciplinary Action.

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

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

9.4 Dismissal, Demotions and Suspensions.

A. Notwithstanding the provisions of Article 9.1 or 9.3, the following are intended only as examples (but not limited to these examples) of actions that would lead to the dismissal, demotion, or suspension of 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.

(1) Unsatisfactory attendance shall include, but shall not be limited to, lateness, leaving work early, unauthorized leave from the job or missing work.

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 A written reprimand shall be furnished to the employee and the union steward within one (1) week from the date the employee signs the reprimand. The supervisor shall advise the employee that he has a right to have a union steward present at the time the 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 Employees, except those serving original appointment probationary periods, 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 Coordinator or his designee, and the supervisor who has made the charge. This section shall not apply to drunken, disorderly or disruptive conduct by the employee. The union steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance. A waiver of hearing shall be attached to the notice.

An employee serving a probationary period for an original appointment is considered an "at will" employee and does not have the right to a pre-disciplinary hearing.

ARTICLE 10

VACATIONS

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

<u>YEARS OF SERVICE</u>	<u>DAYS PER YEAR</u>
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 of employment. 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. Requests for vacation leave must be submitted in writing at least two (2) weeks in advance for vacation leave of five (5) or more consecutive work days. Requests for vacation leave of less than five (5) consecutive work days must be submitted on a day for day basis, unless the vacation leave is for emergency. In the latter case, written requests shall be submitted as soon as practicable. Scheduling of vacation leave will be based on seniority and classification within the department for the first request of five (5) days or more. Example: A request for three (3) days of vacation leave shall require three (3) days advance notice.

Days shall be construed a working days. The Public Employer will make every effort to meet the written request of the employee consistent with the requirements of its operations. Any portion of said leave which has accrued to the credit of the employee may be taken.

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.

Employee's who have accrued fifty (50) days of vacation, may elect to sell-back one (1) weeks vacation leave at their current hourly rate of pay. Such notice must be given at least two (2) weeks in advance of the expected payment of such 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~~ Agency Head, or ~~his~~ their designee, and said emergency leave must be approved by the Agency Head, ~~Road Superintendent~~, or ~~his~~ their designee, in order for the employee to take the emergency leave. In any event, The returning employee shall fill out a leave form upon

the employees return to work. The leave form shall include a detailed statement from the employee explaining the nature of the emergency. The term "emergency" is defined as an unexpected, serious occurrence or situation urgently requiring prompt action. The length of time for the emergency leave shall also be determined by the Agency Head, ~~Road Superintendent,~~ or ~~his~~ their designee.

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)
Third Monday in February (President's Day)
Good Friday
Last Monday in May (Memorial Day)
July Fourth (Independence Day)
First Monday in September (Labor Day)
November Eleventh (Veteran's Day)
Fourth Thursday in November (Thanksgiving)
Friday after Thanksgiving
December 24th (Christmas Eve)
December 25th (Christmas Day)
One (1) Personal Holiday

Any day other than those listed above 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^{1/}, or otherwise, 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. Failure of an employee to give proper notice of thirty (30) days with his resignation may result in the forfeiture of 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, 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 no later than the date the employee returns to work. Employees shall provide the doctor's certificate to the Assistant Road Superintendent/Agency Head before or immediately after clocking in. 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

^{1/} 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 in accordance with the Florida Retirement System.

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 or Leave Without Pay, for the purpose of sick leave during their new hire probation period, 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 activity head, 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 activity head that said absences were excusable.

13.14 Standby Duty

(A) Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this Article.

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

(C) The rate of standby compensation shall be fifteen dollars (\$15.00) for each day during the week Monday thru Friday that the employee is on standby. The rate of standby compensation

for weekends and holidays shall be twenty-five dollars (\$25.00) for Saturday, twenty-five dollars (\$25.00) for Sunday and twenty-five dollars (\$25.00) for holidays. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.

(D) Any employee who fails to comply with the provisions of Section 13.14 shall not be entitled to standby compensation for that day.

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

ARTICLE 14

14.1 (A) Effective October 1, 2001~~2~~, employees covered by this agreement shall have their ~~—(2%)~~ three percent (3%) as reflected within the merit pay plan set forth in attached Appendix A.

(B) The County will provide training for employees to obtain a Class "A" CDL license. The purpose of this training is to assure that the next senior person who may potentially be promoted will have the required CDL "A" license in place. The CDL "A" training will be offered one (1) week every six-month period with a minimum of one (1) trainee from the Road and Bridge Department and one (1) trainee from the Landfill (on a reimbursement basis to Road and Bridge Department) per training period. A volunteers' list will be generated and dated by November 1st and updated every November 1st. The list will be based on seniority with preference given to persons who may need licensing for promotion within one (1) year. Employees who sign-up for training each November 1st shall be placed on the list below employees whose names currently appear on the list, and shall be ranked at the bottom of the list in seniority order. Trainees that don't successfully obtain their CDL "A" license during their CDL "A" training will be retrained and retested within 90 days. If again, the trainee doesn't obtain the CDL "A" license, the trainee goes to the bottom of the current list. Employees who apply for training as provided above, shall meet the minimum requirements (permit) prior to receiving CDL Class "A" training. The trainer will be the most senior volunteer, qualified CDL "A" license holder, and able to train others. The trainer receives 5% out-of-class, but not to exceed Foreman Step I. reimburse the cost of obtaining a CDL license or any license endorsement. The employee will obtain approval from management prior to attending classes or training. The reimbursement will include the cost for books, training, and any other fees associated with obtaining the A CDL license or endorsement. Upon successfully obtaining the above mentioned license or endorsement, the employee shall submit all receipts that they wish to be reimbursed for.

Nassau County shall provide all of the training required by Florida Statutes to insure that all Landfill employees have the opportunity for advancement, or to maintain required certifications.

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

(D) Employees covered by this agreement shall be paid bi-

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

(E) Employees classified as P.M. Mechanic or Heavy Equipment Mechanic for a period of three (3) years who have obtained a ASE certification as a "Master Technician" with "T2" thru "T8" who possess a certification from an accredited college or institution, or Heavy Equipment Fabricator who possess a certification in Arc and semi-automatic GMAW solid wire welding from an accredited college, institution or approved laboratory, will receive the salary amount which is equivalent to a Journeyman Equipment Operator upon presenting the Public Employer with a copy of said certifications. If a approved laboratory is used, a supervisor or higher must observe or witness the test weld being performed. The employee must maintain certification in good standing to continue receiving Journeyman Equipment Operator rate of pay. The welding certification must be renewed every five (5) years from the date of the previous certification. The Employer shall reimburse employees for obtaining and/or recertification upon receipt of proof that the employee obtained the certification mentioned above.

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. This revision right shall apply to apprentices who revert back to their former position

(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 made from one position to another within the same Department, the base pay of the transferred employee shall remain unchanged.

(D) Employees who have been classified as Equipment Operator I's for seven (7) years or more and have a Class "A" CDL license shall be given a performance based exam to promote to

Equipment Operator II. Employees who pass the exam will be reclassified as Equipment Operator II's. The performance based exam shall be given at least quarterly provided there are employees eligible to take such exam.

14.3 The following administrative procedures shall be adhered to by the activity head 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 County Coordinator 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. New hires and employees promoted within the bargaining unit will serve a ninety (90) day probationary period.

3. When an employee is promoted to a classification with a higher base rate of pay, the pay rate of that employee shall be increased to at least 2 1/2% percent over the rate received immediately prior to promotion.

(B) Advancement within a Salary Range.

1. Upon satisfactory completion of the ninety (90) day probationary 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 probationary period, he may be granted successive step increases on

February 1st following completion of the probationary period until he reaches step I.

All employees in the bargaining unit shall be evaluated at the same time. Thereafter, employees shall be re-evaluated each year effective February 1st. Employees who are eligible for evaluation between October 1st and January 31st, shall be evaluated at that time. However, it is understood that employees who receive a step increase between October 1st and January 31st, shall not be evaluated until February 1st of the next fiscal year. Thereafter, these employees shall be re-evaluated on February 1st of each succeeding year.

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

Administrative Salary Increase: The County Coordinator may grant an administrative salary increase, based upon the recommendation of the Agency Head, up to a two (2) step increase to employees' for above satisfactory performance as reflected on the employee's annual performance evaluation. Administrative salary increases shall not cause an employee to exceed the maximum of the pay range for the class to which the employee is assigned. This increase is in addition to other step increases provided for in this Article.

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 activity head 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 activity head.

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 an increase of five percent (5%) or the entrance level of the position they are filling, whichever is greater. 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.

Employees who are temporarily assigned the duties of any classification above his/her permanent classification as provided above, shall be required to possess the appropriate driver license required by law to operate the specific equipment or vehicle the employee is assigned to drive and/or operate while temporarily assigned to the higher classification.

~~14.5 Employees within the bargaining unit classified as Equipment Operators, who are required to train other employees enrolled in the Nassau County Joint Apprenticeship Program, shall be paid at the same rate of pay as a Journeyman Equipment Operator.~~

14.5 After successful completion of two (2) years of the Northeast Florida Builders Association apprenticeship program and a minimum of one (1) year working as a Technician I, a Technician I shall be reclassified as a Technician II.

After successful completion of the Northeast Florida Builders Association four (4) year apprenticeship program and a minimum of one (1) year working as a Technician II, a Technician II shall be reclassified as a Technician III.

After successful completion of two (2) years of the Northeast Florida Builders Association apprenticeship program, a Custodian or Grounds Maintenance Technician shall receive a ten (10%) percent increase in pay and shall be given preference on the first available Technician II position in the Building Maintenance or Parks and Recreation Departments.

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 one hundred percent (100%) of regular straight-time wages reduced by the workers' compensation indemnity payable.

Claims. Any such employee who has any claim for compensation under this section shall file a claim in 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. There shall be no reduction in level of benefit from the insurance programs in effect as of October 1, 1995, without the concurrence of the union.

The Employer agrees to continue to provide the same basic hospitalization coverage for the employee's eligible dependents who have their family covered under the group health plan. Effective October 1, 2001, the Employer will pay 50% of the dependents monthly health premium for all classes of dependents health coverage.

The Employer agrees to provide the same basic hospitalization coverage for the retired employee only at no cost.

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

The Employer agrees to review the feasibility of moving change the date upon which the insurance provided in this Article is renewed from January 1st to October 1st of each respective year.

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 cause for disciplinary action.

In those activities where safety shoes and/or shirts are required to be worn, the Employer will furnish each employee with one (1) pair of quality steel-toed shoes, and ten (10) uniform shirts each year. The replacement of more than one (1) pair of steel-toed shoes or ten (10) uniform shirts during the year will be at the discretion of the Employer.

17.3 An Advisory Safety and Health Committee composed of four (4) representatives from the Union, 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, bottled water, gator aid, ice, water, cups, safety vests, water repellent boots, and work gloves where necessary. No employee shall be directed to perform work in any rain or water without the proper wearing apparel, which will be furnished by Nassau County.

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

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

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.

24.3 If an employee is involuntarily transferred from one department to another, he shall carry with him the county and job seniority that he has already acquired.

Employees who request a voluntary transfer to another department, shall carry with him county seniority for purposes of leave accrual, longevity and retirement only.

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 cause.
- C. Exceeds an authorized leave of absence.

24.6 Any employee who is laid off for any reason other than cause as defined in Article 9, shall receive severance pay in the

amount of their normal wages as follows:

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

ARTICLE 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 fourteen (14) calendar days. If an employee has not had a reasonable opportunity to apply for the position during the fourteen (14) calendar day posting period, the Employer will extend the posting period five (5) calendar days. A copy of the notice of job openings will be given to the appropriate union steward at the time of posting. Applicants shall be notified in writing of their acceptance or rejection when the Public Employer determines which applicants will be offered employment in the posted job opening.

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 Among employees who apply for a promotional opportunity, the employee with the greatest seniority pursuant to Article 24.1 shall be promoted to the position, provided such employee possesses the required licenses, certifications, registrations, or education required within the job description.

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 II.

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 the event of an absence exceeding two (2) or more successive days, or in the event the employee whose absence resulted in the need to fill the position temporarily arranged for his/her absence in advance, or if the Employer elects to fill a position other than due to the absence of an employee as outlined above, the qualified employee with the greatest seniority shall be appointed from the same yard where the position is being filled, where at all possible.

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 activity head shall notify the employee in writing of the proposed duration of such assignment. Any such temporary assignment shall not exceed ninety (90) days without review by the activity head to determine if the temporary position should be filled by promotion.

The County Coordinator or his designee shall review the assignment of employees to temporary positions as provided above on a monthly basis. The Employer and the Union agree to meet upon request of either party to review the assignment of employees to temporary positions.

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 probationary period.

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

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

25.8 Vacant budgeted positions as well as temporary positions will be filled as soon as possible and no later than one-hundred and twenty (120) days from the date the positions were vacated.

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

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. Employees who attend a funeral on the weekend of a brother-in-law, sister-in-law, uncle, aunt, or other relative who permanently resides with the employee, shall be granted one (1) day of leave with pay as bereavement leave as follows;

Employees who attend a funeral on Saturday, shall be granted bereavement leave on the preceding Friday, and employees who attend a funeral on Sunday shall be granted bereavement leave on the following Monday.

When required to do so, the employee shall furnish proof of such leave requirement.

26.2 Employees shall upon request, and with the approval of the activity head, 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.

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.

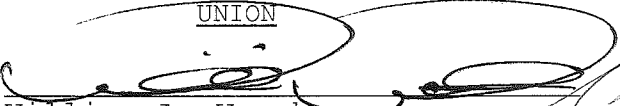
27.2 This agreement, upon approval and ratification, unless otherwise provided, shall become effective October 1, 2001, and shall remain in effect through September 30, 2003. Article 14 (Wages) and Article 16 (Insurance) may be reopened in 2002 at the request of either party.


27.3 This agreement shall remain in full force and be effective during periods of re-negotiations.


SIGNATURE PAGE

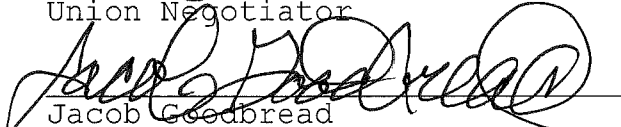
IN WITNESS THEREOF, the parties have caused this Agreement to be signed in their respective names by their respective representatives and have executed this Agreement this 28th day of October, 2002.

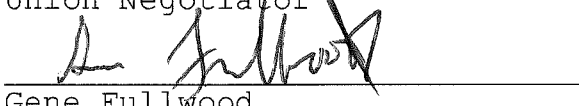
UNION


William A. Worsham
Business Manager and Special
International Representative


John F. Cooner
President



Terry Price
Union Negotiator



Jacob Goodbread
Union Negotiator

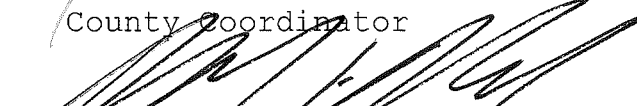

Gene Fullwood
Union Negotiator



Cary Silcox
Union Negotiator

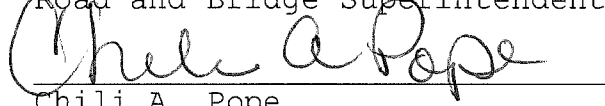
COUNTY

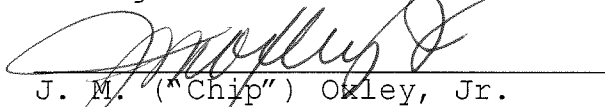

Nick B. Deonas
Chairman, Board of County
Commissioners, Nassau County


Walter D. Gossett
County Coordinator


Michael S. Mullin, Esq.
County Negotiator


Mike Patton
Road and Bridge Superintendent


Chili A. Pope
Acting Human Resource Director


J. M. ("Chip") Oxley, Jr.
Ex-Officio Clerk

COUNTY OF NASSAU
STATE OF FLORIDA

(SEAL)

APPENDIX A - PAY PLAN

October 1, 2002

Hourly rates increased by 3%

	A	B	C	D	E	F	G	H	I
Building Maintenance Technician I	\$9.87	\$10.36	\$10.88	\$11.14	\$11.42	\$11.71	\$12.01	\$12.31	\$12.62
Building Maintenance Technician II	\$12.48	\$13.10	\$13.76	\$14.10	\$14.46	\$14.82	\$15.19	\$15.57	\$15.95
Building Maintenance Technician III	\$15.26	\$16.03	\$16.83	\$17.25	\$17.69	\$18.13	\$18.58	\$19.04	\$19.52
Custodial Worker	\$9.60	\$10.08	\$10.59	\$10.86	\$11.12	\$11.40	\$11.69	\$11.98	\$12.28
Maintenance Helper	\$9.60	\$10.08	\$10.59	\$10.86	\$11.12	\$11.40	\$11.69	\$11.98	\$12.28
Truck Driver	\$10.54	\$11.06	\$11.62	\$11.91	\$12.21	\$12.51	\$12.82	\$13.14	\$13.47
PM Mechanic	\$11.67	\$12.26	\$12.86	\$13.19	\$13.52	\$13.85	\$14.20	\$14.56	\$14.92
Heavy Equipment Mechanic	\$14.21	\$14.92	\$15.68	\$16.07	\$16.47	\$16.88	\$17.29	\$17.73	\$18.17
Heavy Equipment Fabricator	\$14.21	\$14.92	\$15.68	\$16.07	\$16.47	\$16.88	\$17.29	\$17.73	\$18.17
Equipment Operator I	\$13.07	\$13.72	\$14.41	\$14.77	\$15.14	\$15.52	\$15.90	\$16.30	\$16.71
Equipment Operator II	\$14.47	\$15.19	\$15.95	\$16.35	\$16.76	\$17.18	\$17.60	\$18.05	\$18.50
Foreman	\$15.19	\$15.95	\$16.75	\$17.17	\$17.59	\$18.04	\$18.49	\$18.95	\$19.43
Office Warehouse Supervisor	\$13.49	\$14.16	\$14.87	\$15.24	\$15.63	\$16.02	\$16.42	\$16.83	\$17.25
Traffic Sign Technician	\$13.49	\$14.16	\$14.87	\$15.24	\$15.63	\$16.02	\$16.42	\$16.83	\$17.25
Weighmaster	\$9.60	\$10.08	\$10.59	\$10.86	\$11.12	\$11.40	\$11.69	\$11.98	\$12.28
Landfill Spotter	\$9.60	\$10.08	\$10.59	\$10.86	\$11.12	\$11.40	\$11.69	\$11.98	\$12.28
Landfill Operator I	\$13.07	\$13.72	\$14.41	\$14.77	\$15.14	\$15.52	\$15.90	\$16.30	\$16.71
Landfill Operator II	\$14.47	\$15.19	\$15.95	\$16.35	\$16.76	\$17.18	\$17.60	\$18.05	\$18.50
Shelter Attendant	\$9.60	\$10.08	\$10.59	\$10.86	\$11.12	\$11.40	\$11.69	\$11.98	\$12.28

	1st Year	2nd Year	3rd Year
Apprentice Equipment Operator	\$9.21	\$11.51	\$14.37
Journeyman Equipment Operator			\$18.96

* Upon successful completion of the Equipment Operator Apprenticeship program, employees shall be reclassified as a Journeyman Equipment Operator.

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

III. PERFORMANCE EVALUATION DATES

- A. Mid-way through the probationary period. In most cases this will be three (3) months from the time the employee is placed in probationary status. The completed form is due in the 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 appropriate Supervisor as defined in the County's organizational chart. The rater together with the person to whom the employee normally reports shall complete the Employee Performance Form and discuss it with the employee. In those cases where an employee may be assigned work by various supervisors, the appropriate Supervisor will make rating decisions after consulting with others for whom the employee has performed work.
2. The appropriate Department Head shall be the reviewer. All ratings must be reviewed. Before the reviewer signs the form, the ratings should be discussed and any differences of opinion should be resolved. The reviewer shall not change the original rating; however, unresolved differences may be noted by comments on the evaluation form by the reviewer. In some cases the rater and reviewer may be the same. In such cases, there will be no review of the completed evaluation before the evaluation is concluded.
3. Upon completion of the review by the appropriate Supervisor, the activity head shall review and shall have final approval of all evaluations.

B. The Performance Evaluation Conference

1. Review the employee's job specification prior to the conference.

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

C. Completion of the Employee Performance Evaluation Form:

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

Section B. Performance Factors To Be Evaluated.

1. List the factors which make up the overall job. These factors should consist of specific duties performed and other measurable job-related factors in areas such as attendance, quantity of work, meeting deadlines, etc. Job factors should be developed from class specifications, your knowledge of the job, and any other resources available to you. Each job factor should describe a tangible, observable action or series of actions. Upon assignment to a position an employee is to be given a list of the job factors pertaining to that position.
2. Examples of job factors are provided on the sample Performance Evaluation Forms.
3. The rating scale to be applied to each job factor consists of Satisfactory, Above Satisfactory and Below Satisfactory. An explanation of each value is found on the evaluation form.
4. Unable To Appraise should be indicated for duties not regularly assigned to the position held by the employee being evaluated or for duties which were not performed during the current performance evaluation period.

Section C. Overall Rating

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

Section D. Explanation of Above Satisfactory and Below Satisfactory.

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

Section E. Performance Improvement Plan

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

Section F. Signatures

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

Overall Rating of Below Satisfactory

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.

APPENDIX C

CONTROLLED SUBSTANCE AND ALCOHOL TESTING

DRUG-FREE WORKPLACE PROGRAM UNDER
FLORIDA WORKERS' COMPENSATION ACT

AND

FEDERAL HIGHWAY ADMINISTRATION

DEPARTMENT OF TRANSPORTATION

CONTROLLED SUBSTANCE AND ALCOHOL TESTING

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**POLICIES AND PROCEDURES TO IMPLEMENT
DRUG-FREE WORKPLACE PROGRAM UNDER
FLORIDA WORKERS' COMPENSATION ACT**

AND

**FEDERAL HIGHWAY ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
CONTROLLED SUBSTANCES AND ALCOHOL TESTING REGULATIONS**

Nassau County, Florida ("the County") is implementing this policy pursuant to the drug testing amendments to the Florida Workers' Compensation Law; the Worker's Compensation Drug Testing Regulations, Fla. Admin. Code 38F-9; Florida traffic and safety laws for commercial motor vehicles, §316.302, Fla. Stat.; the Omnibus Transportation Employee Testing Act of 1991; the Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 C.F.R. Part 40; and the Federal Highway Administration Department of Transportation Controlled Substances and Alcohol Use and Testing Regulations, 49 C.F.R. Part 382 and 49 C.F.R. Part 391, Subpart H (collectively referred to as "applicable law".) In implementing this policy, the County's primary concern is to protect the health and safety of its employees and the general public. The County will not tolerate any risk that our employees' safety, the safety of the general public and/or the services provided to our customers may be compromised by the impaired actions of persons who insist on using drugs illegally and/or reporting to work under the influence of alcohol. In addition, the County wishes to qualify for the workers' compensation premium discount provided under Fla. Stat. §627.0915 and the irrefutable presumption of intoxication provided under Fla. Stat. §§440.09 and 440.101 with respect to employees who test positive for alcohol or illegal drug use following an on-the-job injury.

A driver or other employee who is covered by the DOT regulations (hereinafter collectively referred to as "driver") who tests positive for the use of a controlled substance for which the County is testing is medically unqualified to operate a commercial motor vehicle. Furthermore, if a person refuses to be tested, such refusal shall be treated as a positive test and the person shall not be permitted to operate a commercial motor vehicle.

The following steps will be taken to implement the County's drug-free workplace program:

I. PRELIMINARY STEPS

1. The County will develop and post a policy statement entitled: "Drug-Free Workplace Program: Notice to Employees and Applicants." (**ATTACHMENT "1"**) The notice will contain all information required by Fla. Stat. §440.102(3). Applicants and/or employees will be given a copy of this notice prior to ANY required drug testing. A copy will also be posted in a conspicuous place at all work locations of the County and a copy will be provided to all employees at the time of hire. Finally, the County Coordinator or his designee will be responsible for maintaining a copy of this notice on file. As required by the Act, this policy statement shall be available for review at that location.
2. Effective immediately, any outside advertisements for job openings as well as any internal job postings will include the following language:

Nassau County maintains and enforces a drug-free workplace program. As part of this program, applicants for this position may be required to submit to a drug and/or alcohol screening test. In appropriate circumstances, current employees may also be required to submit to drug and/or alcohol testing.

For job listings placed in classified advertisements, the advertisements should state that Nassau County is a drug-free workplace and that applicants are subject to drug tests.

3. The County will post a Notice to Employees (**ATTACHMENT "2"**) in a conspicuous place at all County locations. This general notice will advise employees that the County has implemented a drug and alcohol testing program.
4. The County will enter into a contractual relationship with a laboratory and a collection site for the collection and testing of blood and urine specimens, in accordance with requirements of applicable law. The laboratory must be certified by the U.S. Department of Health and Human Services. **ATTACHMENT "3"** contains a list of approved laboratories. A proposed contract with the laboratory and collection site is attached as **ATTACHMENT "4"**, although negotiations with the laboratory and/or collection site may require that revised, different and/or separate contracts be used.
5. The County will designate and enter into a contractual relationship with a Medical Review Officer ("MRO"). The MRO must be a licensed physician with knowledge of substance

abuse disorders who meets the requirements under applicable law to act as an MRO for purposes of drug and alcohol testing. A proposed contract with the MRO is attached as **ATTACHMENT "5"**, although negotiations with the MRO may require that a revised or different contract be used.

In addition to procedures required under applicable law the following procedures shall apply with respect to the MRO:

- a. The MRO shall be responsible for receiving test results from the laboratory, interpreting the results of those tests in accordance with applicable law and reporting test results to the County.
- b. The County promptly shall forward to the MRO any forms completed by the tested individual showing any information that may be relevant to the drug test. The History of Recent Medication form, if the individual to be tested chooses to complete such form either before or after being tested, should be promptly forwarded to the MRO by the employee. (**See Paragraph 10; ATTACHMENT "8"**). The MRO will consider this information in interpreting any positive confirmed test results.
- c. In carrying out the role of reviewing and interpreting confirmed positive test results, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive could have resulted from legally prescribed medication.
- d. Prior to making a decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the test result with him or her. If the MRO is unable to contact the individual directly, the MRO shall contact the County Coordinator or his designee who shall direct the individual to contact the MRO as soon as possible. The County Coordinator or his designee shall take all necessary steps to maintain the confidentiality of the MRO's request that he or she be contacted by the individual.
- e. The MRO shall be responsible for ensuring the confidentiality of data transmissions and restricting access to any data transmission, storage or retrieval system relating to drug testing of County employees.
- f. The MRO shall agree to be responsible for full compliance with the current regulations applicable to

drug testing under the Florida Worker's Compensation Act, the Florida Drug-Free Workplace Act, the Department of Transportation Controlled Substance Testing Regulations, 49 C.F.R. Part 391, and Procedures for Transportation Workplace Drug Testing Programs Regulations, 49 C.F.R. Part 40, and shall keep advised of and comply with any amendments thereto.

II. CIRCUMSTANCES REQUIRING TESTING

6. **Job Applicants**--All finalists for positions with the County will be offered employment contingent upon satisfactory results of a drug test. **No applicant will be tested until after receiving a conditional offer of employment.** Applicants who refuse to be tested will not be considered for employment and their conditional offer will be withdrawn.

NOTE: [Department of Transportation Regulations requiring pre-employment alcohol testing were suspended May 1, 1995. See Sec. 382.301(e).] The County will await Department of Transportation clarification.

7. **Current Employees**--Drug and/or alcohol testing may be required under the following circumstances:
- a. Reasonable Suspicion Testing:
- i For Drivers Covered by DOT: Drivers will be tested where there is a reasonable suspicion that a driver has violated the County's drug and alcohol policies. Reasonable suspicion testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of chronic and withdrawal effects of alcohol and controlled substances.

The required observations for reasonable suspicion testing of drivers must be made by a supervisor or County official who is trained in accordance with 49 C.F.R. §382.603.

Reasonable suspicion alcohol testing for drivers may only be made if the observations giving rise to the reasonable suspicion are made just preceding or just after the period of the workday the driver is performing work. Reasonable suspicion tests for alcohol should be made within two hours of the determination to test the driver. If the test is not administered within two hours, the employer must prepare and maintain a record stating the reasons that the test was not

administered promptly. If the test is not administered within eight hours, the employer will cease attempts to administer the test and must prepare and maintain a record stating the reasons the test was not administered.

The County will not take any action against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. Nothing in this provision, however, limits the County's right to take action against a driver for refusal to take an alcohol test or any other action otherwise consistent with the law.

- ii For Employees not Covered by DOT: Reasonable suspicion testing will be performed on non-DOT employees when the County has an articulable belief that an employee possesses, is using, or has used illegal drugs or is impaired or intoxicated by alcohol use in violation of the employer's policy. This articulable belief must be supported by specific and particularized facts and reasonable inferences drawn from those facts. Among other things, those facts and inferences may be based upon:
 - (i) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug;
 - (ii) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
 - (iii) A report of drug use, provided by a reliable and credible source;
 - (iv) Evidence that an individual has tampered with a drug test during his employment with the current employer;
 - (v) Information that an employee has caused, or contributed to, or been involved in an accident while at work; or
 - (vi) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

- b. Follow-up Testing: All employees who have been determined to have used and/or drugs or alcohol may be subject to unannounced follow-up drug tests. Such follow-up testing shall be repeated on an as needed basis thereafter for up to five (5) years.
- c. Random Drug Testing: Certain Department of Transportation employees are subject to random selection for controlled substances testing. The procedure for selection of employees for a random test will be included in the controlled substance testing file. The number of random tests conducted on drivers will equal or exceed 50 percent (50%) of the average number of drivers employed by the County for the year.
- d. Post Accident: Drivers and employees may be tested following involvement in an accident which results in:
 - i any physical injury or death to any person involved in the accident, or
 - ii property damage that is estimated to exceed \$500.00.

All employees will be tested pursuant to this paragraph as soon as is practicable. A driver who is tested for drugs after an accident involving death to any person, or for which the driver receives a citation for a moving traffic violation, will be tested as soon as possible but not later than 32 hours after the accident. A driver who is seriously injured and cannot provide a specimen within 32 hours will provide the necessary authorization for obtaining hospital reports and other documents that would indicate the presence of any controlled substances.

All tests for alcohol following an accident involving death to any person, or for which the driver receives a citation for a moving traffic violation, shall be conducted in accordance with the alcohol testing procedures outlined under reasonable suspicion testing found in paragraph 7(a)(i) of this policy.

- e. Return-to-Duty Testing - All employees will be tested following a leave of absence from work for any reason, including layoff, when such leave exceeds 21 days. All employees who voluntarily or involuntarily enter into either an employee assistance program for drug-related problems or a drug rehabilitation program must: 1) inform the County of their entrance into the program as soon as is practicable and prior to their return to duty, and 2) submit to a drug test upon their return to work regardless of the length of their absence.
- f. Additional Testing: Additional testing may also be

conducted as required by state or federal law, or pursuant to County policy.

8. Prior to **ANY** drug or alcohol testing, the supervisor requiring the testing will provide the applicant or employee with each of the following:
 - a. Notice of Referral for Drug Testing (**ATTACHMENT "6"**) and Drug Testing Consent Form for Drivers (**ATTACHMENT "7A"**) and Testing Consent Form for Non-Drivers (**ATTACHMENT "7B"**).
 - b. History of Recent Medication Form (**ATTACHMENT "8"**).
 - c. Drug-Free Workplace Program; Notice to Applicants and Employees (**ATTACHMENT "1"**).
9. The supervisor referring the applicant or employee for testing will be responsible for obtaining the individual's signature in **two (2) places**, one on the Notice of Referral for Testing (**ATTACHMENT "6"**) and one on the Drug Testing Consent Form (**ATTACHMENT "7A" OR "7B"**). The first signature will confirm the individual's receipt of the documents listed in Paragraph 8, while the second signature will confirm the applicant's or employee's consent to be tested.
10. The "History of Recent Medication: form (**ATTACHMENT "8"**) referenced in Paragraph 8(b) gives the applicant or employee the **OPTION** of providing information **to the MRO** on a confidential basis regarding any prescription or over-the-counter medication which the individual may have taken in the past 30 days. If the individual declines to provide this information, the individual should be required to sign the waiver language contained in the form, and a copy of the form should be retained by the MRO. If, however, an individual completes and returns a copy of the History of Recent Medication form, the individual should submit the form promptly to the MRO and not to the County. (**See Paragraph 5(b)**) Any copies received by the County should be retained in the individual's separate and confidential medical file.

The form will always be presented to the individual before the testing. In addition, the form will be presented to the individual after testing if the test result is positive. (**See Paragraph 16(b)**).
11. After obtaining the applicant's or employee's signature on the Notice of Drug Testing Referral and Drug Testing Consent Form (**ATTACHMENTS "6" AND "7A" OR "7B"**), and the History of Recent Medication Form (**ATTACHMENT "8"**), the applicant or employee should be referred to the collection site to provide a blood, breath or urine sample for testing. **If the**

County suspects that the individual is currently impaired, the individual should not be allowed to drive to the collection site. Rather, the County will provide transportation.

12. If testing is requested based on reasonable suspicion, the supervisor requiring the testing must complete an Investigation Report (**ATTACHMENT "9A" or "9B"**), which details in writing the basis of the determination that reasonable suspicion existed to warrant the testing. As to non-drivers, while applicable regulations require that this form be completed **within seven (7) calendar days** after the test, the County official referring the individual for testing should complete the form as soon as possible after the individual is referred for testing. As to drivers, the form must be completed **within 24 hours or before the results of the test are released, whichever is earlier.**
13. If testing is to be performed following an injury at the workplace, the employee should first be taken to a medical facility for immediate treatment. No specimen should be obtained prior to the administration of emergency care. Once the test has been taken, an injured employee must release to the employer the result of any test conducted for the presence of drugs. If the employee is not at a designated collection site, the employee should be transported to such a site if this is medically feasible. If it is not medically feasible to move the employee, a specimen should be obtained at the treating facility and transported to the laboratory by the treating facility. Make sure that the treating facility is familiar with and complies with applicable division of workers' compensation and HRS regulations pertaining to specimen collections. County personnel should **NOT** transfer the specimen. A specimen shall be obtained from a driver not later than thirty-two (32) hours after a reportable accident if the driver receives a citation for a moving traffic violation arising from the accident.
14. **ALCOHOL TESTING:** All drivers or other employees covered by the DOT regulations will be tested for alcohol by an evidential breath testing device ("EBT") only in accordance with 49 C.F.R. Subpart C, §40.51 - 40.69. The County will use the form prescribed under 49 C.F.R. §40.59 (**SEE ATTACHMENT "10" FOR COPY OF FORM**) for all breath alcohol testing. All other employees, who are not covered by the DOT regulations, will be tested for alcohol by submitting to blood tests.

III. REPORTING OF TEST RESULTS

15. The laboratory will report the test results to the MRO, who will evaluate the test results in accordance with applicable

law. Prior to making a final decision to verify a positive result, the MRO shall give the individual an opportunity to discuss the test result with the MRO. The MRO shall contact the driver or applicant directly and on a confidential basis. If the MRO is unable to contact the driver or applicant, the MRO will proceed as set forth in DOT Regulation 49 C.F.R. 40.33(c). The MRO will then report to the County whether the individual's test was positive or negative and, if positive, the identity of the controlled substance for which the test was positive.

16. No test will be reported as positive unless a positive result is obtained on both an initial test and a confirmation test conducted in accordance with applicable law. **The County will not discharge, discipline, refuse to hire, discriminate against or request or require rehabilitation of any applicant or employee based upon a positive drug test, unless such test has been confirmed by an appropriate confirmation test and MRO.**

IV. REQUIRED NOTICES TO APPLICANTS AND EMPLOYEES

17. Within **five (5) working days** after receiving notice of a positive confirmed test result, the County will issue a Notice of Positive Test Result (**ATTACHMENT "11"**) to the tested individual. This notice will notify the applicant/employee of the positive test result and the identity of the controlled substance for which the test was positive.

This notice will also:

- a. Advise all applicants/employees that he/she will have five (5) working days after receiving the Notice from the employer to explain the test results to the employer and to submit information in writing to the employer explaining or contesting the test result and explaining why the result does not constitute a violation of the employer's policy;
- b. For all applicants/employees, attach an additional copy of the History of Recent Medication form (**ATTACHMENT "8"**) to provide the individual with an opportunity, after being tested, to identify for the MRO any prescription or over-the-counter medication taken;
- c. Advise every applicant/employee of his or her rights to have the split specimen (or original specimen in the case of non-DOT employees who are tested using the single sample method of collection) retested, at the individual's expense. Drivers must make any requests for retesting to the MRO within 72 hours of notification of a positive drug test by the MRO. Non-DOT, all employees must make any requests for retesting

within 180 days of the written notice of positive test result; and

- d. For all applicants/employees, notify the tested individual that he or she may administratively challenge the results of the drug test by filing a claim with a judge of compensation claims or a court of competent jurisdiction within 30 days after the County's response to his explanation. **(See Paragraph 20)**.
18. If the individual desires to have the specimen re-tested, the County will ask the MRO to have the laboratory transfer the specimen to a second laboratory. County personnel will **NOT** make this transfer or otherwise handle specimens.
 19. At this stage, the applicant or employee will be provided a copy of the test results, upon request.
 20. If the individual's explanation, provided in response to the Notice discussed in Paragraph 17, is unsatisfactory, the County must advise the applicant/employee of this fact in writing (**ATTACHMENT "11"**). This letter must be mailed to the individual **within 15 calendar days** of the receipt of the individual's explanation. This letter will attach a copy of the positive test result. Prior to this time, the test results should be provided to the individual only upon the individual's request. The letter will also advise of the following personnel action:
 - a. Applicants will be advised that they are no longer being considered for employment;
 - b. DOT drivers who test positive for drugs or .04 or higher for alcohol are subject to immediate termination from employment. DOT drivers who test .02 or greater but less than .04 for alcohol will be relieved of their duties for a minimum of 24 hours or until a retest shows that the alcohol concentration is less than .02. Employees who test between .02 and .04 should be advised that they are still subject to discipline, up to and including discharge.
 - c. Non-DOT employees who test positive for drugs or .08 or greater for alcohol are subject to immediate termination.

V. CONFIDENTIALITY/PRIVACY

21. Drug test results and any information obtained as part of post accident drug testing are to be treated as confidential medical records. All such records will be maintained in separate and confidential medical files--not in personnel files.

22. In addition, County personnel will follow the procedures listed below:
- a. Do not ask the testing laboratory for information concerning the health or mental condition of the tested employee.
 - b. Do not ask the testing laboratory for information concerning the personal health, habits or condition of the tested individual, including, but not limited to, the presence or absence of HIV antibodies (or "AIDS") in tested specimens.
 - c. Any information, interviews, reports, statements, memoranda and drug test results, written or otherwise, which the County receives as part of this drug testing program are confidential communications. Except in cases determining the compensability of injuries under the Workers' Compensation Act, this information is not to be released to outside parties without the approval of the County Coordinator or his designee or otherwise authorized management person who shall first obtain legal advice regarding the propriety of such disclosure.
 - d. The County, agent of the County, or laboratory conducting the drug test may have access to employee drug testing information when consulting with legal counsel in connection with actions brought under or related to the employer's drug testing program, or when the information is relevant to its defense in a civil or administrative matter.

VI. RECORD KEEPING

23. The Florida Workers' Compensation Act requires that all documentation created as part of any drug test will be retained for at least one (1) year, but DOT requires that for drivers, these records be retained five (5) years.

As a matter of policy, however, the County will retain all drug testing records for the longest of the following time periods:

- a. One (1) year from the date the records were created if non-driver, or five (5) years if driver;
- b. The duration of an individual's employment with the County, plus one year; or
- c. The duration of any legal challenge concerning the employee's employment, separation from employment, workers' compensation claims or drug test results.

Longer retention periods may apply to specimens and documentation prepared by the laboratory, collection site, or the MRO. The MRO shall be responsible for maintaining all records required of it by DOT regulations or the Florida Workers' Compensation Act.

24. Upon request by the Federal Highway Administrator, the County will produce, and will permit the examination of, all records related to the administration and results of controlled substance testing. The administrative records will include agreements with collection facilities, laboratories, and MROs, the names and positions of County officials and their role in the County's testing program, monthly laboratory summaries, and random testing selection and notification procedures.
25. If requested by the Secretary of Transportation, any DOT agency, Federal Highway Administration or other State or local agency with regulatory authority over the County or our drivers, the County will complete, by March 15 of each year, an annual summary of the results of its testing program for the preceding calendar year, which will include the following information:
 - a. Number of drivers subject to testing under the DOT regulations;
 - b. Number of specimens collected by type of test (e.g., pre-employment, random);
 - c. Number of positive test results verified by an MRO by type of test and type of controlled substance;
 - d. Number of confirmation alcohol tests indicating an alcohol concentration of .02 or greater, but less than .04 by type of test (e.g., pre-employment, random);
 - e. Number of confirmation alcohol tests indicating an alcohol concentration of .04 or greater by type of test;
 - f. Number of drivers who tested positive for both drugs and an alcohol concentration of .04 or greater;
 - g. Number of negative test results verified by an MRO by type of test;
 - h. Number of persons denied a position as a driver following a verified controlled substances test;
 - i. Number of drivers verified positive by an MRO who were returned to duty as a driver during the reporting period;

- j. Number of drivers with tests verified positive by an MRO for multiple controlled substances;
- k. Number of drivers who refused to submit to a controlled substances test;
- l. Number of supervisors who have received required training during the previous year;
- m. Number of drivers who violated this policy who were returned to duty after following recommendations of a substance abuse professional; and
- n. Number of drivers who violated this policy by possessing drugs or alcohol, using drugs or alcohol before duty, or after an accident, or refusing to submit to a drug test.

The County will use the form which is attached as **ATTACHMENT "13"** for this report.

VII. QUALITY CONTROL

- 26. The County will use blind testing quality control procedures to insure the accuracy of the test results which it receives from the laboratory.
- 27. The County will submit three blind performance test specimens for each 100 employee specimens it submits, up to a maximum of 100 blind performance test specimens per quarter. The County will submit blank samples, or may submit 2 separately labeled portions of a specimen from an employee.
- 28. If a false positive error occurs on a blind performance test specimen and the error is determined to be an administrative error (clerical, sample mix up, etc.), the County will promptly notify the Federal Highway Administration. The Federal Highway Administration and the County will require the laboratory to take corrective action to minimize the occurrence of the particular error in the future.
- 29. If a false positive error occurs on a blind performance test specimen and the error is determined to be a technical or a methodological error, the County will instruct the laboratory to submit all quality control data from the batch of specimens which included the false positive specimen to the Federal Highway Administration.

VIII. EMPLOYEE ASSISTANCE PROGRAM AND EDUCATION

- 30. The County may establish an Employee Assistance Program ("EAP") for the purpose of training employees on issues concerning controlled substances. The EAP training program

for all employees will consist of at least 60 minutes of training to assist them in identifying personal and emotional problems which may result from misuse of alcohol or drugs and to otherwise address issues related to controlled substances. This course must also include a presentation on the legal, social, physical and emotional effect and consequences of the misuse of alcohol or drugs, manifestations and behavioral causes, and documentation of training. The training program will include at least the following elements:

- a. The effects and consequences of controlled substance use on personal health, safety, and the work environment;
 - b. The manifestations and behavioral changes that may indicate controlled substance use or abuse; and
 - c. Documentation of training given to drivers and motor carrier supervisory personnel.
31. The County will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal or behavioral problems. A list of such organizations is attached at **ATTACHMENT "14."**

IX. MISCELLANEOUS

32. The County will not discharge, discipline or discriminate against any employee based solely upon the employee's voluntarily entering into an employee assistance program for drug related problems or entering an alcohol and drug rehabilitation program, if the individual has not previously tested positive for illegal drug or alcohol use in violation of this policy.
33. The County will not discharge, discipline or discriminate against any employee based solely upon the fact that the employee has/had a drug or alcohol addiction, but who is no longer using drugs illegally or abusing alcohol, or based solely on the fact that the employee is receiving treatment for drug addiction, requests such treatment or has been rehabilitated successfully. Before taking any action under these circumstances, the employer will immediately contact the County Coordinator or his designee and/or legal counsel to discuss compliance with all applicable laws including the Americans with Disabilities Act. Nothing in this paragraph limits the County's right to terminate or deny employment to a person who is currently using drugs illegally or abusing alcohol, who tests positive for drugs and alcohol under this policy or who otherwise violates the County's drug testing policy.

**COMMENT REGARDING
ATTACHMENT "1"**

1. The County will post in a conspicuous place at all work locations copies of the Notice to Employees and Applicants.
2. Applicants and/or employees will be given a copy of this Notice prior to **ANY** required drug testing.
3. The County Coordinator will be responsible for maintaining a copy of this Notice on file at the County's place of business at 3163 Bailey Road, Fernandina Beach, Florida 32034. This policy statement shall be available for review at that location.

ATTACHMENT "1"

NASSAU COUNTY, FLORIDA
DRUG-FREE WORKPLACE PROGRAM
NOTICE TO EMPLOYEES AND APPLICANTS
REVISED AND EFFECTIVE MARCH 1996

Alcoholism and the use of illegal drugs has become one of the nation's greatest problems. Unfortunately, we are not immune to such problems in the workplace. The County will not accept any risk that the safety of our employees, the safety of the general public or the quality of our work may be impaired by the abuse of alcohol or illegal drug use. This policy is implemented pursuant to the drug-free workplace program requirements set forth in Fla. Stat. §440.102 of the Florida Workers' Compensation Act; the Final Rule issued by the Division of Workers' Compensation, Fla. Admin. Code Ch. 38F-9; the Department of Transportation Controlled Substances and Alcohol Use and Testing Regulations, 49 C.F.R. Part 382 and 49 C.F. R. Part 391; the Department of Transportation Procedures for Workplace Drug Testing Programs, 49 C.F.R. Part 40, and Fla. Stat. §316.302 governing traffic and safety for commercial motor vehicles.

POLICY

It is the policy of the County to maintain a drug-free workplace. As a condition of continued employment, all employees must refrain from using illegal or unprescribed drugs on or off the job and abide by the terms of this policy. It is a condition of employment that employees refrain from reporting to work with the presence of drugs or alcohol in their bodies. The use, sale, manufacture, distribution, purchase, possession, dispensing, or being under the influence of illegal drugs, non-prescribed controlled substances or alcohol on County property, while on County business or while operating a County-owned or leased vehicle (or any vehicle being used for County business) is strictly prohibited.

In order to detect the use of these substances, as described above, employees may be directed to submit to urinalysis drug tests, a blood test, or a breath test. Any applicant who refuses to submit to the pre-employment drug tests or who tests positive for drugs or alcohol shall be ineligible for hire and any offer of hire is conditioned upon satisfactory drug test results. Employees who refuse to be tested or who test positive for drugs or alcohol will be subject to discipline, up to and including termination of employment, and any illegal drugs found on County property will be turned over to appropriate law enforcement authorities. Pursuant to the Department of Transportation Controlled Substances and Alcohol Use and Testing Regulations, a person who tests positive for the use of a controlled substance for which the County is testing is medically unqualified to operate a commercial motor vehicle. Furthermore, if a driver refuses to be tested, such refusal will be treated as a positive test and the driver will not be permitted to operate a commercial motor vehicle. **All employees injured on the job who refuses a drug test or whose test is confirmed positive**

will forfeit all workers' compensation medical and indemnity benefits.

The use of alcoholic beverages by County employees on County premises or on County assignment may take place only when part of an approved County function. The authorization of alcoholic beverages at such functions does not relieve employees from the responsibility of exercising moderation and judgment so as not to represent a danger to themselves, other employees, the general public, or the County's reputation.

PROCEDURES

Applicants

All applicants who are finalists for a position with the County will be offered employment contingent upon satisfactory results of a drug and/or alcohol test. Failure to take the test or unsatisfactory results shall result in the rejection of the application of employment.

Current Employees

Employees will be selected for testing under the following circumstances:

1. Reasonable Suspicion Testing: Employees will be tested where there is a reasonable suspicion that an employee has violated this policy.
2. Routine Medical (Fitness For Duty) Examinations: Employees who are otherwise routinely scheduled for medical examinations will be tested for illegal drugs and alcohol as part of the medical examination.
3. Follow-up Testing: All employees who have been determined to have used drugs or alcohol will be subject to follow-up drug tests.
4. Random Drug Testing. (Awaiting Department of Transportation clarification)
5. Post Accident Testing.
6. Return to Duty Testing: All employees returning from a leave of absence greater than 21 days will be tested as well as all employees who are returning to duty after voluntarily or involuntarily entering into a drug or alcohol treatment or rehabilitation program. **All employees who enter into an employee assistance program for drug or alcohol related problems, or a drug or alcohol rehabilitation program, must inform the County of their entrance into the program as soon as is practicable and before returning to duty. Any employee who does not report entrance into such a program is subject to discipline up to and including termination.**
6. Additional Testing: Additional testing may also be conducted as required by state or federal law, or pursuant to County policy.

Panel of Drugs¹

The County will test for the following drugs:

Alcohol (booze, drink)
Amphetamines (Binhetamine, Desoxyn, Dexedrine)
Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spleaf, grass, weed, reefer)
Cocaine (coke, blow, nose candy, snow, flake, crack)
Phencyclidine (PCP, angel dust, hog)
Methaqualone*
Opiates* (opium, dover's powder, paregoric, parepectolin, codeine, morphine, heroin, demoral)
Barbiturates* (Phenobarbital, Tuinal, Amytal)
Benzodiazepine*
Synthetic Narcotics* - Methadone and Propoxyphene
Metabolites of any of the foregoing

Prescription Drugs

The proper use of legal drugs prescribed by a licensed physician for specific treatment purposes will not result in disciplinary action. However, such prescriptions can have a direct impact on vigilance, judgment and coordination. Therefore, an employee who must use prescribed drugs during work and whose physician advises that performance or behavior could be negatively affected by such use must report this fact to the County Coordinator and provide acceptable medical documentation.

Confidential Reporting of Medication

Prior to any drug or alcohol testing, applicants and employees will be provided confidential "History of Medication" forms on which to report to an independent Medical Review Officer ("MRO") the use of prescription and non-prescription medications before being tested. Individuals who test positive for drug or alcohol use will be given an additional opportunity to provide this information to the MRO after being tested. A list developed by the Agency For Health Care Administration, of the most common drugs or medications (by brand name or common name, as well as by chemical name) which may alter or affect a drug test, is attached to this policy statement. The Medical Review Officer may also be consulted for technical information concerning prescription or non-prescription medication.

Explanation of Test Results - Employees Only

An applicant or employee in Florida who receives a positive confirmed drug test result may contest or explain the result to the Medical

Only non-DOT employees will be tested for drugs marked with an asterisk ("").

Review Officer ("MRO") within five (5) working days after written notification of the positive test result. If an employee's or applicant's explanation or challenge is unsatisfactory to the MRO, the MRO will report the positive test result back to the employer. The employer then has another five (5) working days to contact the employee or applicant again to advise him/her of the test result and the employee's right to attempt to explain or contest the results.. Within five (5) working days after receiving the Notice from the employer, the employee has the right attempt to explain the test results by submitting information in writing to the employer. If the employee's explanation ins unsatisfactory to the employer, the employer will explain to the employee in writing, within fifteen (15) days or receipt of the explanation, why the employee's explanation is unsatisfactory and give the employee the report of positive results. The employee may also contest the test result as provided by the Rules of the Florida Division of Workers' Compensation by filing a claim for benefits with a Judge of Compensation Claims in Florida or, if no injury has occurred, with a court of competent jurisdiction. Any such challenge must be filed within 30 days after the individual receives notice that his or her explanation of the test result was unsatisfactory. In addition, at the individual's own expense, the applicant or employee may request retesting at a state approved testing facility. If the individual contests the test result, the laboratory must be notified by the employee. The applicant or employee must also notify the laboratory of any administrative or civil action filed pursuant to Fla. Stat. Chapter 440.

Confidentiality

Information about drug screening, including all records, forms, or tests results, are confidential communications. Unless authorized by law, the County will not release such information without appropriate written consent from the applicant or employee.

Arrest or Conviction for Drug-Related Offenses

Any employee who is either arrested, indicted or convicted of a drug or alcohol related violation must report this information to his or her Supervisor no later that five (5) days after such arrest, indictment or conviction. Any employee who is convicted of a drug-related charge, and any employee who is arrested, or indicted, or convicted for a work-related drug or alcohol charge, may be subject to discipline, up to and including termination of employment.

Local Drug and Alcohol Rehabilitation Facilities

Any applicants or employees who may be abusing alcohol and/or engaged in the illegal use of drugs are encouraged to obtain treatment. A list of treatment programs is attached to this policy statement. **This is provided only as a potential source of information, and does not constitute an endorsement by the County of any facilities or programs listed.**

Details of Policy

Additional information concerning this policy or answers to your questions may be obtained from the County Coordinator or his designee. Neither this notice nor any other documents associated with the County's Drug-Free Workplace Program are to be construed as a contract or guarantee of initial or continued employment. The County reserves the right to modify and update this policy without advance notice in order to serve the best interests of the County and its employees.

**COMMENT REGARDING
ATTACHMENT "2"**

1. Post the attached general one-time Notice to Employees in a conspicuous place at all County work locations. This advises employees of the County's drug and alcohol testing program.

ATTACHMENT "2"

NASSAU COUNTY, FLORIDA'S

DRUG-FREE WORKPLACE POLICY

NOTICE TO EMPLOYEES

It is still the policy of the County to maintain a drug-free workplace. Accordingly, all employees are required to refrain from the illegal use of drugs either on or off the job. Similarly, the use of alcohol on County property or during the workday is prohibited and employees are prohibited from reporting to work under the influence of alcohol. The County also prohibits the use, sale, manufacture, distribution, purchase, possession, or dispensation of illegal drugs or non-prescribed controlled substances on County property, while on County business, or while operating a County-owned or leased vehicle.

In order to enforce this policy, employees and applicants may be required to submit to urinalysis drug testing, a blood test, or a breath test. Any applicant who refuses to submit to pre-employment drug tests shall be ineligible for hire and any offer of hire is conditioned upon a satisfactory drug test result. Current employees who refuse to be tested or who test positive for illegal drug use or alcohol use will be subject to discipline up to and including termination of employment. Any illegal drugs found on County property will be turned over to appropriate law enforcement authorities. An employee injured on the job who refuses a drug test or who tests positive for illegal drug use or alcohol use will forfeit all workers' compensation medical and indemnity benefits.

County Coordinator

Other attachments referenced the this policy are available upon request from the County Coordinator.

APPENDIX D

CHAIN-OF-COMMAND

A chain of command for members of the bargaining unit shall be in

effect as follows:

1. County employees are required to provide supervisors with any information regarding any discriminatory practice(s), or job related complaints.
2. All members of the bargaining unit shall adhere to this policy.
3. The immediate supervisor shall be contacted with any information regarding discriminatory practice or complaint that is job related. If the employee feels that the immediate supervisor is part of the discriminatory practice or complaint or has not properly responded, then the next supervisor shall be contacted or the department head. If either the next supervisor or department head is part of the discriminatory practice or complaint that is job related, or that he/she has not properly responded, then the County Coordinator or his designee shall be contacted.
4. The supervisor shall provide the information to his/her superior and/or department head.
5. Members of the bargaining unit shall not contact the County Coordinator directly regarding a discriminatory practice or complaint that is job related, except as set forth herein.
6. County employees shall not contact the County Commissioner directly regarding a discriminatory practice or complaint regarding the employee's particular department or grievance. This does not prevent a member from presenting his/her grievance directly to the Board of County Commissioners at a scheduled meeting pursuant to Florida Statutes, Section 447.
7. Nothing in this policy shall prohibit any county employee from contacting a County Commissioner directly about any other matter nor prohibit a County Commissioner from directly contacting a county employee.
8. Employees that have a grievance shall adhere to the contract provisions or Florida Statutes, Section 447.301(3).
9. An employee who violates this policy for the first time shall be counseled by the Director of Public Works, or his designee, and said violation shall not result in any disciplinary action pursuant to Article 9. A second violation of this policy will subject the employee to the disciplinary action set forth in Article 9.
10. This policy shall be effective as of _____, 1997.

MEMORANDUM OF AGREEMENT

Between

Nassau County

And

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

THIS MEMORANDUM OF AGREEMENT entered into this 9th day of June, 2003, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the NORTHEAST FLORIDA PUBLIC EMPLOYEES LOCAL 630, LIUNA, AFL-CIO, hereinafter referred to as the "Union", the parties agree as follows:

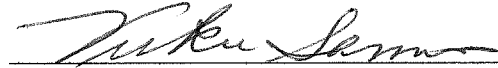
1. Article 8, Step III, of the contract between the County and the Union, contains a provision that the aggrieved employee shall present the grievance to the County Coordinator.

2. The County, at this time, does not have a County Coordinator.

3. During the interim period, the parties agree that the Human Resources Director shall be substitute for the County at Step III until such time as the position of

County Coordinator is filled.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




VICKIE SAMUS
Its: Chairman

ATTEST:

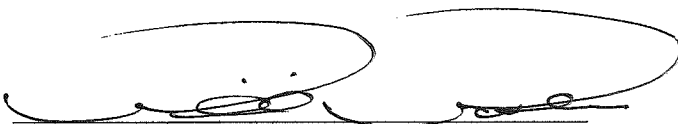


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

NORTHEAST FLORIDA PUBLIC
EMPLOYEES LOCAL 630,
LIUNA, AFL-CIO



WILLIAM (Beau) WORSHAM
Its: Business Manager

h/anne/agreements/union-memo-of-agmt