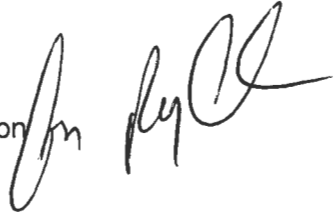




Date: July 22, 2019

To: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

From: J. Ricardo Daye, Director, Human Resources Division 

SUBJECT: Consent Agenda – August 6, 2019
Collective Bargaining Unit Agreement
Laborers' International Union of North America, Local 517, Fiscal Years
2019-20 through 2021-22

Contact Reginald Davis, Human Resources Section Manager, (407) 836-5479

Laborers' International Union of North America (LIUNA), Local 517 represents a bargaining unit comprised of all employees with job titles listed in Appendix A of the Collective Bargaining Unit Agreement. The County's negotiation team and the LIUNA, Local 517 have reached concurrence on a three-year Agreement, which covers the period of October 6, 2019 through September 30, 2022. The Agreement was successfully ratified by union membership on June 28, 2019. Subject to Board approval, the final negotiations grant all eligible bargaining unit employees wage increases as summarized in the paragraphs below and changes the duration of the Agreement to September 30, 2022.

For Fiscal Year 2019-20, effective October 6, 2019, the final negotiations grant all eligible bargaining unit employees on the active payroll a minimum of a 4.0% Base Wage increase subject to the pay plan maximums. Additionally, the agreement merges pay grades 103 and 104.

For Fiscal Year 2020-21, effective October 4, 2020, the final negotiations grant all eligible bargaining unit employees on the active payroll a minimum of a 4.0% Base Wage increase subject to the pay plan maximums. Additionally, the agreement merges pay grades 104 and 105.

For Fiscal Year 2021-22, effective October 3, 2021, the final negotiations grant all eligible bargaining unit employees on the active payroll a minimum of a 4.5% Base Wage increase subject to the pay plan maximums. Additionally, the agreement merges pay grades 105 and 106. As of October 3, 2021, the minimum hourly rate of pay for all LIUNA bargaining unit employees will be \$15.00/hourly.

All lump sum portions of the Base Wage increase will be paid as outlined in the Bargaining Unit Agreement. Implementation of the Agreement will be coordinated between Human Resources and the Comptroller's Payroll Department following the approval by the Board.

Action Requested:

Approval and execution of Agreement between Orange County, Florida and Laborers' International Union of North America Local 517 Fiscal Years 2019-20 through 2021-22.

c: Byron W. Brooks, AICP, County Administrator
Randy Singh, Deputy County Administrator

AGREEMENT BETWEEN

ORANGE COUNTY, FLORIDA

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: August 06, 2019



AND

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA**

LOCAL 517



FISCAL YEARS

2019-20 THROUGH 2021-22

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ARTICLE 1 - INTENT OF AGREEMENT

- 1.1 It is the general purpose of this Agreement to promote the mutual interest of both the Public Employer (“the County”) and its employees, and to provide for the operation of the Public Employer’s services under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, cleanliness, protection of property and avoidance of interference with, or interruption to, the operation of the Public Employer’s services. The parties to this Agreement will cooperate fully in light of the respective interests of each party to secure the advancement and achievement of the above purposes.
- 1.2 This Agreement constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or oral.
- 1.3 Nothing in this Agreement shall require either party to act in violation of any federal and state law or County ordinances and regulations. In the event that any of the provisions of this Agreement are held in violation of any federal or state law or County ordinances or regulations, as applied to this specific Agreement, such determinations shall not in any way affect the remaining provisions of this Agreement.

If a provision of this Agreement is held to be violation of any federal, state, or county law ordinances or regulation, as applied to this specific Agreement, the parties shall meet to renegotiate the specific provision found to be violation of the law, ordinance or regulation.

ARTICLE 2 - BARGAINING UNIT

- 2.1 Pursuant to and in conformity with certification no. 230 issued by the State of Florida Public Employees Relations Commission (PERC) of Florida, the County recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all employees of the bargaining unit set forth therein. The bargaining unit employees covered by this Agreement shall be only those set forth in Appendix A to this Agreement. Excluded from this Agreement are all other County employees, including temporary, seasonal, or part-time employees, other than Rigger Technicians.
- 2.2 It is further understood and agreed that the Business Manager of Local 517, Laborers' International Union of North America (AFL-CIO) and/or the Southeast Laborers District Council will be the official spokesman for said Union in any matter between the Union and the Public Employer, except as otherwise provided in the grievance procedure contained in Article 8. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such a designation shall be included in such written designation.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Except as expressly abridged by any provision of this Agreement, the Public Employer reserves and retains all of its normal and inherent rights with respect to the management of its affairs in all respects, in accordance with its responsibilities, whether exercised or not, including but not limited to:

- A. its rights to determine and from time to time re-determine the number, location, and type of work forces and facilities operations;
- B. the methods, processes and equipment to be employed;
- C. the scope of services to be performed;
- D. the method of service and the schedule of work time and work hours;
- E. contract and subcontract existing and future work when the County determines good business judgment makes such action advisable;
- F. discontinue conduct of its mission or operations in whole or in part when the County determines good business judgment makes such action advisable;
- G. determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement;
- H. transfer its work from or to, either in whole or in part, any of its work forces or facilities and locations;
- I. determine the number, types, and grades of positions or employees assigned to an organization or unit, division or project;
- J. entertain and change work schedules, assignments and facility locations;
- K. hire, transfer, and promote employees;
- L. lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- M. suspend, discharge, demote or discipline employees for just cause;
- N. use supervisors or other employees of the Public Employer to perform work of the kind performed by employees of the unit provided that the employees of the unit are not adversely affected;
- O. alter, discontinue or vary past practices and to otherwise take such measures as the Public Employer may determine to be necessary for the orderly, efficient and economical operation of the County.
- P. Exercise all management rights as determined by the Florida Public Employees Relations Commission, and the State and federal courts.

The Public Employer shall have the clear right to make decisions in all of the above areas on a unilateral basis as deemed appropriate by the Public Employer, except where specifically provided otherwise in this Agreement. Such decisions are not subject to review in accordance with the grievance and arbitration procedure of this Agreement, except as set forth in the Article captioned "Discipline and Discharge."

3.2 If in the discretion of a majority of the members of the Orange County Board of County Commissioners or the County Administrator in the event a quorum of the Orange County Board of County Commissioners

cannot be promptly convened, civil emergency conditions including, but not limited to, riots, civil disorders, hurricane conditions or similar catastrophes exist, the provisions of this Agreement may be suspended during the time of the declared emergency, provided the wage rates and monetary fringe benefits are not suspended.

- 3.3 The Union agrees to encourage all members of its organization to render loyal and efficient service to the Public Employer. The Union recognizes that it is of great importance for the Public Employer to have good public relations and the Union will encourage and influence its members to make themselves available for public service and emergency work. The Union and its members, in all matters pertaining to this Agreement, shall take into consideration that one of the most important missions of the Public Employer is to serve the public and that the health, safety, general welfare and goodwill of the general public are of primary importance.
- 3.4 It is agreed that the provisions of the Policy of the Orange County Board of County Commissioners, as from time to time amended, as well as other personnel directions, will be applicable to the members of the bargaining unit in matters not expressly agreed to in this Agreement and will govern and control all situations and matters not covered in the Agreement.
- 3.5 The Public Employer will notify the Union Business Manager in writing of any item that alters or amends the provisions contained in the Public Employer's Policy Manual before it is brought before the Orange County Board of County Commissioners for consideration.
- 3.6 In the exercise of the rights accorded the Public Employer under this Article, the Public Employer will notify and discuss with the Union or individual employee actions that affect the terms and conditions of employment.

ARTICLE 4 - EMPLOYEE RIGHTS

- 4.1 Public employees shall have the right to participate in or refrain from forming, joining or participating in any employee organization of their own choosing.
- 4.2 Public employees shall have the right to be represented by any employee organization of their own choosing and to negotiate collectively, through a certified bargaining agent, with their public employer in the determination of the terms and conditions of their employment. Public employees should have the right to be represented in the determination of grievances on all terms and conditions of their employment. Public employees shall have the right to refrain from exercising the right to be represented.
- 4.3 Public employees shall have the right to engage in concerted activities not prohibited by law for the purpose of collective bargaining or other mutual aid or protection. Public employees shall also have the right to refrain from engaging in such activities without interference, coercion or intimidation by either the Union or the Public Employer.
- 4.4 Nothing in this part shall be construed to prevent any public employee from presenting at any time his/her own grievances, in person or by legal counsel, to his/her public employer and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

ARTICLE 5 - UNION STEWARDS AND REPRESENTATIVES

- 5.1 The Public Employer recognizes the right of the Union to designate regular bargaining unit employees to act as Union stewards, as set forth herein. The Union will keep the Public Employer advised in writing of the name of the Union stewards by filing same with the County Administrator, or his/her designee, prior to the steward assuming duties. In the event of a change of a Union steward, the notification shall be made immediately in writing by the Business Manager of the Local 517, Laborers' International Union of North America to the County Administrator or his/her designee, prior to the steward assuming duties.

The Public Employer agrees to contribute up to two thousand and eighty (2,080) hours each year to the Union for a time pool account to be used by the Chief Steward. Hours contributed by the County in one fiscal year, which remain unused at the end of that fiscal year, may not be rolled over to any subsequent fiscal year. The Chief Steward designated in writing by the Union shall be carried on the active payroll and shall continue to accrue wages and benefits for all hours deducted from the time pool. The Chief Steward shall be required to account for his/her time by clocking in and out, keeping an activity log, submitting time sheets, and/or any other method of record-keeping determined by the Department to which the Chief Steward is assigned. Time spent by the Chief Steward or any Union Steward engaging in Union activity shall not count as hours worked on behalf of the County or hours worked for the purpose of overtime under the FLSA.

- 5.2 The Chief Steward will be notified prior to any predetermination hearing or grievance hearing. Notification will include the date, time and place of the grievance hearing. This notification shall be via e-mail or outlook calendar notification and the predetermination or grievance hearing shall be placed on the Chief Steward's County Outlook Calendar via a meeting request. The Chief Steward is expected to keep the calendar updated with Union activity scheduled such as Predetermination Hearings, investigative processes, etc. to avoid scheduling conflicts.
- 5.3 The total number of stewards, including the Chief Steward, will be based on the schedule contained in Appendix E. Neither Union stewards nor Union representatives shall conduct any Union activity or Union business including grievance investigating and/or processing on Public Employer's property or with Public Employer's employees during working hours, except as specifically authorized by this Agreement. If the Chief Steward is not available, Division Managers (or their designees), at their complete discretion, may grant reasonable time to stewards to represent employees during working hours when such activities cannot be delayed until the Chief Steward becomes available, or when management desires the presence of a specific steward. Any other representation or completion of Union business by a steward, other than the Chief Steward, will be charged to the appropriate accrued leave balance of the participating steward or Union representative. No more than one Union steward shall be granted such time per matter. The steward shall in no way interrupt or interfere with the normal mission or work activity of any division or employee and shall not use excessive time to investigate a grievance. The Division Manager or his/her designee, will use reasonable discretion to determine what an excessive amount of time in each instance is.
- 5.4 The Union agrees that no employee, Union steward or any other person or persons shall solicit membership, collect Union monies or distribute Union material during working hours.
- 5.5 Each Union steward shall be an employee in the bargaining unit, who has satisfactorily completed his/her probationary period of employment with the Public Employer.
- 5.6 Under no circumstances may Union stewards investigate, present, or process grievances on premium time. While on leave of absence, no employee shall function as a Union steward. Union stewards are subject to all Public Employer's rules, regulations and policies regarding the conduct of employees of the Public Employer.
- 5.7 When it is necessary for the Chief Steward or a Union steward to enter an area other than his/her own for the purpose of investigating a grievance or other Union business authorized by this Agreement, he/she shall notify the supervisor outside of the bargaining unit of that area of his/her presence and the nature of his/her business, and obtain permission from that supervisor. Whenever the investigation of grievances

involves a person other than a County employee, the Chief or Union steward or representative will not discuss the grievance with that person, unless a representative of the Public Employer is also present.

- 5.8 In any instance where the Public Employer has reason to believe that the Chief Steward or a Union steward is using an excessive amount of County time in the investigation of a grievance, or is unreasonable in his/her requests concerning the time of other employees while on duty, the County Administrator, or his/her designee, shall have the right to investigate the matter and to request the Union to stop the excessive activity of the steward and/or replace the steward with another employee.
- 5.9 Where, in the opinion of the Public Employer, it is reasonable and necessary for an agent of the Union, other than a local Union officer, Union steward or representative of Local 517, Laborers' International Union of North America, or other than an employee on the shift to enter the Public Employer's property or buildings to investigate a previously filed grievance or to conduct other Union business, such agent shall secure permission first from the County Administrator, or his/her designee, who will establish a mutually satisfactory date and time for the visit.
- 5.10 When the Chief Union Steward is appointed by the Union to perform duties that take them away from full-time employment with the Public Employer, the Chief Steward may, upon approval of a written request directed to the appropriate Division Manager, receive a leave of absence without pay. Such leave of absence shall be in accordance with the Public Employer's policy, as set forth in the Public Employer's Policy Manual. The written request required under the provisions of this Section shall set forth the facts giving rise to the request. The request for leave of absence shall be made at least fourteen (14) days prior to the need for leave and must be made in writing to the appropriate Division Manager. No more than two (2) employees in any division shall be on leave of absence granted under this section at any one time.
- 5.11 Upon request, the Public Employer shall provide the Union with up to six (6) copies of a roster containing the names, addresses, job classifications, and divisions of record of all employees covered by this Agreement. The cost of preparing such rosters shall be borne by the Union and shall be delivered on a mutually agreed schedule.
- 5.12 The Steward shall promote harmonious relations between the County and the employees.

ARTICLE 6 – COPIES OF AGREEMENT AND DUES CHECK-OFF

- 6.1 The Public Employer will make available copies of this Agreement to employees in the bargaining unit by placing one copy of this Agreement in every division. Additionally, the Public Employer agrees to provide the Union's Business Manager with two copies of the finalized Agreement (one copy in Microsoft Word and the other in pdf format).
- 6.2 Upon receipt by the Public Employer of a signed, written authorization from an employee covered by this Agreement, the Public Employer will deduct from the employee's bi-weekly pay the amount owed to the Union by such employee for dues. Dues shall not include initiation fees, fines, penalties or special assessments and the Union agrees that no employee will collect or attempt to collect such Union dues, initiation fees, fines, penalties or special assessments at any time during working hours or on County-owned or leased property. It is understood that the provision will provide dues to be withdrawn on a bi-weekly basis for a total of twenty-six (26) deductions per year. The Public Employer will remit to the Union such sums within thirty (30) days from the date of deduction. Changes in the Union membership dues rates will be certified to the Public Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change.

The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within 30 calendar days after a remittance is received of its belief, with reason(s) stated therefore, that the remittance is incorrect. All Union dues shall be collected bi-weekly by the Public Employer by payroll deduction and paid to the Union in the above manner. The Union will indemnify, defend and hold the Public Employer harmless against any claims made or expenses incurred and against any suit instituted against the Public Employer on account of any check-off of Union dues.

- 6.3 The effective date for deducting dues shall be the next payroll deduction date at least fifteen (15) days following the date the signed written authorization for dues deduction is received by the Public Employer. Any employee may withdraw his/her written authorization for dues deduction upon thirty (30) days written notice to the Public Employer and the Union using the membership cancellation request form provided by the *Comptroller's Payroll Department*. The Public Employer shall forward a copy of any membership cancellation request form received from a Local 517 bargaining unit employee to the Local 517 Business Manager and/or Secretary-Treasurer via email, read receipt requested.

The effective date for the stopping of dues deduction shall be the next payroll deduction date at least thirty (30) days following the date the signed, written form for stopping of dues deduction is received by the Public Employer.

If, for any reason, the employee's employment is terminated with the Public Employer, the effective date for stopping dues check-off shall be the date of termination.

- 6.4 No deduction shall be made from the pay of any employee for any payroll deduction period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

ARTICLE 7 - PROHIBITION OF STRIKES

- 7.1 There will be no strikes, work stoppages, slowdowns, sick-ins, boycotts or concerted failure or refusal to perform assigned work by any employee. The Union fully supports the Public Employer in maintaining normal operations.
- 7.2 Any employee who participates in or promotes a strike, work stoppage, slowdown, sick-in, boycott or concerted failure or refusal to perform assigned work may be disciplined up to and including discharge by the Public Employer, and only the question of whether the employee did, in fact, participate in or promote such actions shall be subjected to the grievance and arbitration procedure. Further, the Union and its officers will use every possible means to prevent or terminate such actions.
- 7.3 It is recognized by the parties that the Public Employer is responsible for any engaged in activities, which provide for the health, safety and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the Public Employer and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Public Employer shall be entitled to seek and obtain immediate injunctive relief, as well as other remedies.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

Grievance

- 8.1 Members of the bargaining unit will follow all written and verbal directions given by supervision. Compliance with such directions will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. While on new-hire probation, employees covered by this Agreement cannot avail themselves of the grievance and arbitration procedure.
- 8.2 A "grievance", within the meaning of this procedure, is defined as an alleged violation of an Article(s) or sub-section(s) of this Agreement. No grievance will or need be entertained or processed, unless prepared in writing in the manner described herein and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee or by the Union. Grievances are limited to claims that are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement.
- 8.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits, except in the event that the subject of the grievance is discharged by the grievant, then the procedure shall be initiated at Step 2. Grievances regarding discipline at the oral or written level cannot be advanced past Step 2; however, such actions may be challenged as part of subsequent appealable disciplinary actions.
- 8.4 STEP 1: DIVISION MANAGER OR DESIGNEE

Any employee is encouraged to discuss the matter with his/her immediate supervisor and, at the employee's discretion, may have a steward in attendance. An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's Division Manager or designee within ten (10) working days of the aggrieved employee's and/or Union's knowledge of the occurrence of the action giving rise to the grievance. The Division Manager or designee shall reach a decision and communicate it in writing to the grievant within ten (10) working days from the date the grievance was presented at Step 1. The failure of the aggrieved employee or the Union to make the grievance known in writing to the Manager or designee within ten (10) working days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the County, which will result at a later time in adverse personnel action.

The failure of the Manager or designee to respond to the grievance within the prescribed time limits will result in the grievance progressing to Step 2. The term "working days", as used in this Article, shall mean Monday through Friday, excluding all holidays recognized as such under this Agreement. If the Division Manager is named personally in conjunction with the grievance or was involved in the action that gave rise to grievance, the grievance will be advanced to Step 2 by the Division Manager.

- 8.5 STEP 2: DEPARTMENT DIRECTOR OR DESIGNEE

If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within ten (10) working days following receipt of the answer in the first step, may forward the original grievance to the Department Director.

The Department Director or designee shall, within ten (10) working days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Department Director or designee shall notify the aggrieved employee in writing of the decision not later than ten (10) working days following the meeting date. The failure of the Department Director or designee to respond to the grievance within the prescribed time limits will result in the grievance progressing to Step 3. If the Department Director is named personally in

conjunction with the grievance or was involved in the action that gave rise to grievance, the grievance will be advanced to Step 3 by the Department Director.

8.6 STEP 3: GRIEVANCE ADJUSTMENT BOARD (GAB)

The intent of the Grievance Adjustment Board Hearing is to review decisions made at Steps 1 and 2. If the grievance is not fully resolved at the second step, the aggrieved employee or Union may forward the original written grievance to the Department Director within ten (10) working days of receipt of the answer provided in Step 2.

The Department Director or designee shall then forward the original written grievance to the Human Resources Division within ten (10) working days. All memoranda, correspondence and documentation considered at steps 1 and 2 shall be attached to the original grievance form. Human Resources shall schedule a Grievance Adjustment Board (GAB) hearing within ten (10) working days after receipt of the grievance.

Deputy or Assistant County Administrators, or their designees, will chair all grievances pertaining to terminations, involuntary reassignments and any other issues deemed appropriate by the Human Resources Director. Department or Deputy Directors, or their designees, will chair grievances involving suspensions and other matters deemed appropriate by the Human Resources Director. A Division Manager or Assistant Manager from a department different from the grievant and a LIUNA representative that has not previously represented the grievant at Step 1 or 2 will complete the Board. The majority decision of the Grievance Adjustment Board shall determine the outcome of the grievance. The (GAB) Chairperson shall notify the aggrieved employee of the Board's decision within ten (10) working days following the hearing.

ARBITRATION

8.7 If any grievance is not resolved by the foregoing grievance procedure, the Union may advance the grievance to arbitration following the procedures of this Article. If the Union chooses to advance the grievance to arbitration, the Union, within thirty (30) working days after the Grievance Adjustment Board's decision, shall give the County Administrator, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration. Said written notice is to include a written statement of the position of the Union with respect to the arbitral issues. A bargaining unit employee shall not have the right to advance a grievance to arbitration on his/her own behalf, except if the Union declines to advance the grievance to arbitration because the employee is not a dues paying Union member. An employee advancing a grievance to arbitration under such circumstances shall do so at the employee's own expense, and will be responsible for all costs and fees associated with the arbitration.

8.8 Within ten (10) working days from receipt of such notice, the parties shall meet to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within ten (10) working days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation service (FMCS). The Union and the County will alternately eliminate one at a time from said list of names of persons not acceptable until only one remains, and this person will be the arbitrator. The County and the Union will alternate in the right to first strike names in successive arbitrations.

8.9 As promptly as possible after the arbitrator has been selected, a hearing shall be conducted to consider the grievance. The decision of the arbitrator will be served upon the employee or employees that aggrieved the County and the Union in writing. It shall be the obligation of the arbitrator to make his/her best effort to rule within twenty-one (21) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

- 8.10 The submission to the arbitrator shall be based exclusively on the written grievance and supporting documentation as submitted in Steps 1, 2, and 3 of the grievance procedure and shall include a copy of this Agreement.
- 8.11 The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He/she shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise to the County or the Union or the employees, or to establish or change any wage or rate of pay in this Agreement.
- 8.12 No decision of any arbitrator or of the County in one case shall create a basis for retroactive adjustment in any other case.
- 8.13 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the County, less any unemployment compensation or compensation from other sources that he/she may or might have received during the period for which the back pay was awarded.
- 8.14 In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of the amount of wages, which the employee would have earned from the County.
- 8.15 The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.
- 8.16 It is agreed, with respect to this grievance and arbitration procedure, that:
- A. Time limits may be extended by mutual agreement, in writing, utilizing the "Time Limit Extension" form.
 - B. A time-barred grievance need not be entertained or processed and only factual disputes as to timing will be the subject of any arbitration resulting from the matter.
 - C. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the County's representative at that step.
 - D. In any grievance, there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:
 - 1. a complete statement of the grievance and facts upon which it is based;
 - 2. the specific section or sections of this Agreement claimed to have been violated;
 - 3. the remedy or correction requested;
 - 4. all supporting documentation.
 - E. The Grievance forms may be revised by the County, in a manner consistent with the procedures set forth herein, upon consultation with the Union.
 - F. Unless mutually agreed, all grievance hearings will be held between the working hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except holidays as listed in Article 12.
 - G. Any grievance filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion of Step 1 to add names. No monetary or other relief shall be granted or awarded to any employee not so named.

- H. In all cases requiring the aggrieved employee of the Union to timely present or advance a grievance to a designated County official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits, if the designated official is not personally available for service.

Mediation

- 8.17 The parties can mutually agree to mediation in lieu of Step 3 of the grievance procedure or arbitration.

ARTICLE 9 - BULLETIN BOARDS

- 9.1 The Union shall be authorized partial use, not to exceed twenty-five percent (25%), of suitable existing bulletin boards at each working location so designated by the Public Employer.
- 9.2 The Union agrees that it shall use space on bulletin boards provided or authorized by this Article only for the notice of Union meetings or for official Union business and information.
- 9.3 No material, notices or announcements shall be posted, unless signed by the Union Business Manager, or his/her Administrator, or his/her designee. Any political or controversial material, notices or announcements, or anything adversely reflecting upon the Public Employer, its independent agencies or its employees, shall be prohibited. Any violation of this Article by the Union's officials, Union representatives, or employees covered by this Agreement, shall entitle the Public Employer to cancel immediately the provisions of this Article and to remove all Union material from the bulletin boards and to revoke the privilege of the partial use thereof.
- Notices listing the date, time and location of Union business meetings and informational literature on benefit programs may be posted without prior approval of the County Administrator or designee. However, a courtesy copy of this material will be submitted to the County Administrator at the time the material is posted.
- 9.4 All costs incidental to preparation and postings of Union materials shall be at the expense of the Union. The Union is responsible for the posting and timely removal of approved Union materials on bulletin boards and for otherwise maintaining such bulletin boards in an orderly fashion, as relates to Union material.

ARTICLE 10 - DRUG AND ALCOHOL/FITNESS FOR DUTY TESTING

- 10.1 Bargaining unit employees shall be subject to the drug and alcohol testing provisions set forth in the Orange County Policy Manual.
- 10.2 Where there exists reasonable suspicion that an employee may be unfit for duty, the employee may be required to attend, at County expense, a fitness for duty examination (medical or psychological) by a County-designated health care professional.

ARTICLE 11 - PERSONAL LEAVE

11.1 ACCRUAL OF PERSONAL LEAVE: All regular employees shall earn personal leave. Temporary and emergency employees shall not be eligible to accrue personal leave.

11.2 Eligible employees will accrue personal leave while in pay status. Pay status is defined as regular hours worked in their normally scheduled workweek, paid leave hours and paid holiday hours. Leave is not accrued on overtime hours, Workers' Compensation benefit payments or at any time while on an unpaid leave. This leave will be credited to employees at the end of each pay period and cannot be used until it is earned and credited to the employee at the end of the pay period. Personal leave will accrue on a pro-rata basis at the end of each of the twenty-six (26) pay periods, in accordance with the following table:

<u>Years of Continuous Service</u>	<u>Hours Accrued Per Pay Period</u>	<u>Annual Equivalent in Regular Workdays</u>	<u>Maximum Accrual in Regular Work Days</u>
Under 5 Years	5.54	18	54
Over 5 Years	6.16	20	60
Over 6 Years	6.46	21	63
Over 7 Years	6.78	22	66
Over 8 Years	7.08	23	69
Over 9 Years	7.39	24	72
Over 10 Years	7.70	25	75
Over 15 Years	8.31	27	81

11.3 During a leave of absence with pay, an employee shall continue to accrue personal leave.

11.4 The maximum amount of personal leave employees may have to their credit at any one time is the amount indicated in the above chart and is based on length of continuous service.

11.5 USE OF PERSONAL LEAVE

- A. Personal leave is intended to be used to provide a periodic vacation. However, earned personal leave may be used for personal reasons when authorized by the division manager or designee.
- B. Personal leave shall be used only with the prior approval of the division manager or designee and shall not be authorized prior to the time it is earned and credited to the employee.
- C. Personal leave time may be used for sickness and funeral leave.

- D. Abuse of personal leave may subject an employee to progressive discipline, up to and including termination from employment.

11.6 HOLIDAYS DURING LEAVE: Holidays occurring while an employee is on personal leave shall not be charged against the employee's leave balance.

11.7 PAYMENT FOR EARNED PERSONAL LEAVE:

- A. An employee can be paid for his/her unused personal leave upon layoff or termination/separation from County service. Such payment shall be made at the employee's current rate of pay.
- B. The minimum charge for personal leave shall be a unit of one-tenth (1/10) hours.
- C. In case of death of an employee, payment for unused personal leave shall be made to the employee's beneficiary, employee's estate or as provided by law.

11.8 Deferred Retirement Option Program (DROP)

- A. Employees who choose to enter the DROP plan may sell back up to a maximum of 500 hours of accrued and unused personal leave before entering the program.
- B. If the employee chooses to sell back accrued and unused personal leave hours before entering DROP, the maximum accrual of personal leave will remain at three (3) years.
- B. Upon final retirement, the employee shall be eligible to sell back up to three (3) years of accrued and unused personal leave minus the amount sold back before entering DROP.

ARTICLE 12 – HOLIDAYS

- 12.1 OFFICIAL HOLIDAYS: The following are holidays, which shall be observed by all divisions, in which functions can be discontinued without adversely affecting required services to the public:
- New Year's Day
 - Martin Luther King Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - Memorial Day
 - One additional day each calendar year at the employee's discretion, subject to prior supervisory approval
- 12.2 ELIGIBILITY: All employees on the active payroll on the date of the holidays shall be eligible for holiday pay at their regular rate of pay.
- 12.3 WORK DURING HOLIDAYS: Each eligible employee shall be given the number of designated holidays each year. However, if the work requirements of the division are such that employees are required to work on any of the holidays designated, they shall be paid at the rate of one and one-half (1½) times their regular rate for each hour actually worked, plus the regular holiday pay for that day. Holiday pay is not considered as time worked to determine if an employee has satisfied the minimum hours per week required to be eligible for overtime pay. Actual time worked on any holiday is counted toward the forty (40) hours needed for overtime, as provided in Article 24, "Hours of Work".
- 12.4 HOLIDAY FALLING ON WEEKEND: When a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.
- 12.5 HOLIDAYS DURING PAID LEAVE: Employees on personal, term or sick leave during periods when designated holidays occur shall not have the day charged against their accrued leave.
- 12.6 MAXIMUM HOLIDAY PAY: When a holiday is observed on a scheduled workday, an eligible employee shall be paid up to the number of hours of work usually scheduled for that day. If the holiday is observed on a regularly scheduled day off, an eligible employee shall be paid up to the maximum of eight (8) hours of holiday pay. For those eligible employees who are regularly scheduled to work ten (10) hours per day for four (4) days each week, the maximum amount of holiday pay to be paid will be ten (10) hours for that holiday.

ARTICLE 13 - SICK LEAVE, FUNERAL LEAVE, AND TERM LEAVE

13.1 SICK LEAVE ELIGIBILITY: The County's Sick Leave program is no longer in existence, having been replaced by the currently used Personal and Term Leave programs. All regular employees having an accrued Sick Leave balance may use this Sick Leave in lieu of Personal and Term Leave until the accrued balance is exhausted, subject to the policies below.

13.2 USE OF SICK LEAVE

- A. Sick Leave shall be used only with the approval of the Division Manager and shall not be authorized unless an accrued balance exists.
- B. Sick Leave is a benefit granted to an employee on account of personal sickness, bodily injury, quarantine, required physical or dental examinations or treatment and exposure to a contagious disease when continued work may jeopardize the health of others.

13.3 MEDICAL JUSTIFICATION

- A. The supervisor will be responsible to determine to his/her satisfaction that an employee is too ill to work. The supervisor may require an employee to present medical evidence from the County-designated physician that he/she is physically or mentally unfit to work, if the supervisor has reasonable cause to doubt the illness of an employee.
- B. The supervisor may require an employee to present medical evidence that he/she is physically or mentally fit to continue working, in accordance with Orange County Policy. If it is determined that the employee is physically or mentally unfit to continue working, the supervisor may require the employee to use any part of his/her accrued Sick Leave, Term or Personal Leave. The supervisor may thereafter require the employee to take such leave without pay, as medically determined sufficient to restore him/her to normal health.

13.4 NOTIFICATION OF ABSENCE: Notification of absence shall be given to the appropriate supervisor by the employee or his/her representative as soon as possible on the first day of absence. If absent for three (3) consecutive work days without reporting to the supervisor a reason sufficient to justify the absence, the employee will be removed from the payroll as having quit without notice.

When separation is due to job abandonment, a letter notifying the employee of separation must be sent by certified overnight U.S. Mail. If a reason sufficient to justify the absence is not received by management within five (5) calendar days of the date the certified letter was sent, the employee will be removed from the payroll without recourse through the grievance or arbitration procedure.

13.5 EMPLOYEE TERM LEAVE PROGRAM

- A. All regular employees may be granted Term Leave. Temporary and emergency employees are not eligible for Term Leave.
- B. Term Leave shall be earned by eligible employees at the rate of .0231 hours for each regularly scheduled paid hour of work, up to a maximum of forty (40) hours per week.

- C. Term Leave may be used by all eligible employees who are unable to work, after being absent for forty (40) consecutive work hours or longer because of an extended illness or injury that is medically incapacitating. Once an employee has reached this status, and subject to possession of a doctor's verification of illness or injury statement, the employee may request to convert any personal leave time used during the initial forty (40) consecutive hours of absence to Term Leave. Accrued balances will be adjusted accordingly, if needed.
- D. Employees will not be entitled to apply Term Leave hours in excess of the amount in their accrued balance. Minimum use of Term Leave shall be one tenth (1/10) hour.

- 13.6 LEAVE FOR FUNERALS: All eligible employees are entitled to 40 hours of paid leave, not charged to any leave balance, for the death of a member of the employee's immediate family. Such leave must be used within 30 days of the family member's death. If additional time is requested, it may be taken with the Division Manager's approval, which shall be leave without pay or personal leave. Immediate family shall be defined as spouse, mother, father, son, daughter, grandson, granddaughter, grandparents, sister, brother, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparents and stepchildren
- 13.7 PAYMENT OF SICK LEAVE AND TERM LEAVE UPON SEPARATION: Upon separation from County employment, employees with ten (10) continuous years of permanent service with Orange County will be paid any accrued Sick Leave and/or Term Leave at the rate of one (1) hour for every four (4) hours of accrued Sick or Term Leave.
- 13.8 FORFEITURE OF SICK AND TERM LEAVE: An employee not otherwise eligible in accordance with 13.7 above who separates from County service shall forfeit accrued unused Sick and Term Leave and no payment shall be made to the employee.
- 13.9 HOLIDAYS DURING LEAVE: Holidays occurring when an employee is receiving Sick Leave and Term Leave benefits shall not be chargeable against the employee's accrued Sick Leave or Term Leave.

ARTICLE 14 – LABOR MANAGEMENT AND SPECIAL MEETINGS

14.1 Labor Management Meetings

The County shall meet as needed, but at least quarterly, with the Chief Union Steward. The purpose of such meetings is to discuss formally matters of concern and/or interest to either party. On duty time shall be provided for two (2) Union representatives, and may be increased if both parties mutually agree. Union representatives must obtain approval of their attendance from their supervisor at least 72-hours (excluding weekends and holidays) in advance, which approval will not be unreasonably denied. A list of the items to be discussed shall be provided to the parties at least seven (7) working days in advance of the meeting. The parties' attorneys shall attend such meetings only if agreed upon by the Union and the County prior to the meetings. Department meetings may be similarly scheduled for up to three (3) Union representatives.

14.2 Special Meetings

The Public Employer and the Union may meet and confer on matters of interest upon written request of either party. The County Administrator or his/her designee shall represent the Public Employer and only the Union Business Manager or his/her designee shall request and attend special meetings for the Union. The written request shall state the nature of the matters to be discussed and the reason for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings may be held within ten (10) working days of the receipt of the written request and at a time and place mutually agreeable to both parties. Informal meetings may be held at any time upon verbal agreement of the Public Employer and the Union.

ARTICLE 15 - SAFETY AND HEALTH

- 15.1 The Union shall cooperate in the enforcement of Orange County safety rules and regulations and shall promote sound safety practices for the protection of both the employees and the public with the continuing objective of eliminating accidents and health hazards.
- 15.2 Protective devices, wearing apparel and other equipment necessary to protect employees from injury must be provided by the Public Employer in accordance with practices now prevailing by the Public Employer. Such practices may be improved from time to time by the Public Employer upon recommendation from the Public Employer's in-house safety representatives or from the union's chief steward. When provided, such protective devices, wearing apparel and other equipment must be used and the Union agrees that failure by an employee to obey safety regulations and to use such protective devices, wearing apparel and other equipment shall be just cause of disciplinary action, up to and including termination.
- 15.3 In the event an employee is transferred or for any reason leaves the employ of the Public Employer, he/she shall return all protective devices, wearing apparel and equipment to the issuing division upon demand or prior to employee receiving his/her last paycheck. The prorated replacement cost, as determined by the Public Employer, of any of the above mentioned items that are lost by the employee shall be borne by the employee through payroll deduction, if necessary.
- 15.4 An employee may be relieved of responsibility for any assigned protective devices, wearing apparel or other equipment necessary to protect the employee from injury that may be stolen, provided that the employee reports the theft to his/her immediate supervisor outside of the bargaining unit as soon as possible after discovery.
- 15.5 Should the Public Employer, during the term of this Agreement, elect to establish a Countywide Safety Committee, the Union shall be entitled to have the appointment of two (2) members to this committee.
- 15.6 Each operating division shall maintain a copy of the Public Employer's safety rules and regulations and will make them available within a reasonable period of time upon request by an employee. The Risk Management Division will provide each operating division with any changes in these rules and regulations.

ARTICLE 16 - JURY DUTY AND COURT APPEARANCES

- 16.1 A regular full-time employee shall be granted time off at straight-time pay for reporting for jury duty upon presentation to his/her superior of satisfactory evidence relating to jury duty and provided the days required for jury duty are the employee's normal work days or work shifts.
- 16.2 A regular, full-time employee shall be granted time off at straight-time pay for reporting for a mandatory court appearance relating to his/her position with the County, upon presentation to his/her superior of satisfactory evidence (i.e., summons or subpoena) relating to said court appearance. However, in no case shall time off with pay be granted for court appearance when an employee is a party to, a witness for a party opposing the County, a personal or civil case, is a potential beneficiary of, is otherwise affected by or has an interest in the litigation, except in cases in which the employee is being sued as a result of an act performed by the employee within the scope of his/her official duties as an employee of the Public Employer.
- 16.3 If an employee is released from jury duty or mandatory court appearance at least four (4) hours prior to the end of his/her workday or work shift, he/she shall be required to report to his/her work site within one and one-half (1½) hours after his/her release.
- 16.4 Any compensation received by the employee for jury duty or mandatory court appearances for which the employee has been granted time off with pay shall be remitted by the employee to the County.

ARTICLE 17 - TIME OFF FOR VOTING

If early voting is not allowed or if an employee can establish an undue hardship preventing him from participating in early voting, the County agrees to allow each bargaining unit employee who is a registered voter and is scheduled to work on the day of a general election up to two hours time off with pay to vote. If additional time is necessary, it will be treated as personal leave time. Voting time will be scheduled at the discretion of the immediate supervisor in such a fashion as to not interfere with normal work production. The location of the bargaining unit employee's precinct and work schedule shall be considered in scheduling time off.

Employees whose precinct is outside of Orange County are encouraged to use absentee ballots.

ARTICLE 18 - INSURANCE

- 18.1 The Public Employer will make available health and related employee insurance programs to unit employees to the same degree that such insurance is provided to other Public Employer employees. The Public Employer reserves the right to terminate the group insurance program or any part thereof at any time with prior notice to the Union.

The employee insurance program will be optional to all eligible employees who will pay a proportionate share, as determined from time to time by the Public Employer, or each bi-weekly or other premium through deductions from payroll. The Public Employer reserves the right to reduce or enlarge the benefits payable under any coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles.

The Public Employer reserves the right to make any changes in the cost of any of the insurance or its contribution level.

It is agreed that, in the event of a premium increase or other increase in the cost to the Public Employer of providing any of the insurance, such increase will be paid by the employees in the same proportion to the Public Employer's contribution in which such affected employees presently pay for such coverages, or in any other proportion as determined by the Public Employer under this Article. Such increases shall be deducted from wages and shall be administered in the manner presently in effect.

The Union will be notified of any change in insurance carriers, nature, scope of coverage, amount of coverage, and/or increased amounts to be paid by employees under this Article.

No employee may be a member of more than one Public Employer approved medical benefits plan at a time. The Public Employer shall pay a portion of the plan cost. Such portion is to be discretionary with the Public Employer and subject to change at the Public Employer's discretion.

The Union agrees that any insurance plan offered herein may make any change or alteration in cost, coverage, benefits, amounts thereof or any other characteristics, all such changes being beyond the Public Employer's control.

- 18.2 Participating employees may make changes to their medical, dental, vision, short term disability, and/or life insurance election, if they experience a qualified family status change as outlined in the County's Wellness for Life Plan. The employee has sixty (60) days from the day the family status change occurs to notify Human Resources of the change.

- 18.3 The Public Employer agrees that certain employees, or surviving dependents of deceased employees, may continue their County group medical insurance coverage under the following conditions:

A. Upon the in-line-of-duty death of an employee, the surviving dependents shall receive medical coverage at no cost, until such time as the surviving spouse remarries; a child reaches age 26. Additionally, the surviving dependents may continue vision and dental coverage for one (1) year premium free, providing certain conditions are satisfied in accordance with the County's insurance policies. Upon the non-in-line-of-duty death of an employee, group medical coverage for surviving dependents may be continued through COBRA for up to thirty-six (36) months from the date of the employee's death.

B. Employees who retire may continue their group medical, dental and vision insurance coverage. The retiree will pay the full premium for the elected coverage. To assist in this cost, the County will provide a monthly health insurance subsidy (HIS) to employees who retired from service under the Board of County Commissioners with ten (10) years of County service, are receiving Florida Retirement System HIS and provide proof of insurance. The County will also provide a monthly HIS subsidy to employees who terminate employment with the County for reasons other than misconduct and have a minimum of twenty (20) years of active service, once they retire. The

subsidy will provide three dollars (\$3.00) for every year of service to a maximum of ninety dollars (\$90.00)/thirty (30) years. The employee must be retired to qualify for the subsidy. An employee is considered retired if he or she qualifies for and begins to receive the health insurance subsidy from the Florida Retirement System (FRS). Should the retired employee return to regular employment following retirement, the employee will not be eligible for the HIS subsidy as an active employee.

- C. Employees who are disabled because of an illness not related to employment with the Public Employer may continue their group insurance coverage when placed on leave of absence without pay. The employee will pay the full premium for such a period of coverage as a COBRA participant.
- D. Employees who are disabled because of illness or injury that is job-related with the Public Employer may continue their group insurance coverage when placed on leave of absence without pay. The employee will pay his/her regular portion of the premium. The Public Employer will pay the remainder for the period of coverage.

Any employee or retiree who wishes to continue the insurance coverage as provided in this paragraph 18.3 must contact the Human Resources Division to apply for the continued coverage and to make the necessary arrangements for the payment of the required premiums. Such contact with the Human Resources Division must be made in writing within sixty (60) calendar days following the date of death, retirement or placement on leave of absence without pay.

All of the benefits granted in this paragraph 18.3 and all of the agreements made pursuant to paragraph 18.3 by the Public Employer are expressly conditioned upon, subject to and limited by all of the rights granted to and reserved by the Public Employer in paragraph 18.1.

- 18.4 The Union shall have a representative on the Employee Benefits Committee, which is charged with the responsibility of developing the recommendations for benefits, presented to the Board of County Commissioners for approval.

ARTICLE 19 - NONDISCRIMINATION

- 19.1 The Public Employer will not discriminate against any employee covered by this Agreement because of race, color, religion, sex, age, national origin, political affiliation, handicap, marital status or Union membership.
- 19.2 The Union will not discriminate with regard to terms and conditions of membership or representation because of race, color, religion, sex, age, national origin, political affiliation, handicap, or marital status.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

- 20.1 High standards of conduct are necessary to preserve the County's public image and to insure a safe, harmonious and productive working atmosphere. The County shall administer the sections of this Article with due consideration for the employee. Such consideration shall include length of service, work record and seriousness of violation.
- 20.2 DUE PROCESS: All regular non-probationary employees are entitled to due process, except as specifically provided otherwise in this Agreement. Due Process is the established course of disciplinary proceedings, which safeguards the rights of the employee. Due process encompasses the progressive disciplinary process established in this Article, which provides opportunity for the employee to discuss the work habit or performance problem and establish a corrective action plan with the supervisor.
- 20.3 PREDETERMINATION HEARING: A predetermination hearing must be held prior to any action that may result in loss of monies, involuntary reassignment, suspension without pay and/or termination of employment, except as specifically provided otherwise in this Agreement. The affected employee will receive notice of the proposed action, which shall include a written statement of the reasons of such action and provide the affected employee with an opportunity to respond to such reasons. The Chief Union Steward will be notified of all applicable predetermination hearings in accordance with Article 5.2. It is the responsibility of the employee to secure and schedule Union, or other, representation for attendance at the predetermination hearing.

The affected employee will, thereafter, have the right and the opportunity to respond in writing to the proposed action and the reasons therefore, and to respond orally to such matters before the person having the responsibility for making the decision.

Following completion of the pre-determination hearing, the person responsible for the decision will notify the affected employee in writing of the decision within ten (10) working days.

- 20.4 DISCIPLINE: Discipline must be for proper cause. The employee has the right, upon request, to have the presence and advice of his/her Union Representative/Steward before any disciplinary action, or questioning for the purpose of such action, is taken. In any formal questioning by supervision and/or security that could lead to disciplinary action, the employee will be informed of the purpose of the questioning.

Notice of disciplinary action or pending action should normally be made within ten (10) working days of the management's knowledge of the reported incident that caused or could cause discipline. The Public Employer may, as provided in other Articles of the Agreement, discipline or discharge any employee for cause. The grievance and arbitration procedure is available for use by any employee when appropriate, except as specified otherwise in this Agreement.

_ Corrective actions shall be no more severe than reasonably necessary to correct work habits and/or performance of an employee to meet the standard of the position. Coaching and counseling shall normally be used prior to the issuance of formal disciplinary action. If the offense is of a serious nature, discipline, up to and including termination may be appropriate for a first occurrence.

20.5 TYPES OF CORRECTIVE ACTIONS

Acceptable disciplinary actions may, depending on circumstances, include, but are not limited to:

- A. Verbal/Oral warning
- B. Written reprimand
- C. Suspension - Suspension shall be for a period of no less than the balance of the employee's shift on the working day the action is taken and shall normally not exceed ten (10) consecutive working days or shifts.

- D. Involuntary reassignment - An employee may be reassigned to a classification assigned to a lower pay range (A lower maximum salary than the position from which the assignment is made.)
- E. Termination - Termination is the most serious and the most severe disciplinary action and should only be resorted to when other efforts to bring about correction have been unsuccessful or the conduct constitutes a serious offense.

20.6 DISCIPLINARY DURATION: Verbal/Oral warnings and written reprimands shall not be considered as a basis for further disciplinary action after eighteen (18) months from the last date of any disciplinary action.

20.7 TYPES OF OFFENSES: Work Habits

- A. Insubordination
 - 1. Refusal to carry out a reasonable request given by a supervisor.
 - 2. Abusive language toward a supervisor.
- B. Physical Harm/Assault - Inflicting bodily harm, verbally or physically, directly or indirectly threatening another person or employee.
- C. Theft or Pilfering
 - 1. Selling, taking, or removing County property and or other employees' personal property without proper authorization.
- D. Misuse of Property
 - 1. Damaging/destroying or tampering with County property and/or other employees' personal property due to deliberate actions, or the failure to use proper care, equipment or instruction.
 - 2. Personal use of County equipment, materials, tools, supplies, etc. without proper authorization.
- E. Fraud or Dishonesty
 - 1. Falsification of County records or record-keeping, (e.g. employment application, attendance, records, timecards, purchasing activities, etc.)
 - 2. Making false statements, verbally or in writing, about the County, other employees, themselves, supervision or work situations.
- F. Drug/Alcohol Use: Manufacturing, distribution, dispensing, possession or use of drugs/alcohol in the employee's workplace or reporting to work with drugs/alcohol in their system.

(Note: See Article 10 – Drug and Alcohol Testing)
- G. Violation of Law/Regulations/Written Policies
 - 1. Violation or failure to comply with any city, county, state or federal law regulation, or written policy that is job related or which violation or failure to comply discredits the Government of Orange County, public officials, fellow employees or themselves.
 - 2. Not informing supervisor of any violations of city, county, state or federal law, regulations, written policies, arrests, or incarcerations.
- H. Conflicts of Interest

1. Beginning or maintaining an outside personal or business relationship, which affords present or future financial benefits due to the position of the employee.
2. Promotion of private business within the County work site or on work time.
3. Hiring or recommending the hire of a relative in the same division/department over which one has some degree of authority.
4. Acceptance of loans, advances, gifts, gratuities, favors and/or entertainment for personal use from any party doing or seeking to do business with the County.

(Note: See the Policy Manual for further clarification)

I. Safety Violations

1. Possession and/or use of weapons, ammunition, or explosives on County property except in accordance with Florida State Statute.
2. Failure to comply with County safety practices and regulations or exposure of another person to the same.
3. Pranks resulting in physical harm or property damage.

(Note: See separate document titled Intergovernmental Safety Plan for further information and guidance).

J. Absences/Tardiness/Job Abandonment

1. The failure to report to work for three (3) or more consecutive working days without proper authorization shall be considered job abandonment and result in termination, unless the employee presents written proof that he/she was unable to make the appropriate notifications through no fault of his/her own. When separation is due to job abandonment, a letter notifying the employee of the separation must be sent by certified overnight U.S. mail. If a reason sufficient to justify the absence is not received by management within five (5) calendar days of the date the certified letter was sent, the employee will be removed from the payroll without recourse through the grievance or arbitration procedure, except to challenge whether their actions met the definition of job abandonment set forth in this paragraph. Bargaining unit employees terminated for job abandonment shall not be entitled to a pre-determination hearing. Additionally, bargaining unit employees cannot avail themselves of the grievance and arbitration procedures of this Agreement, except to challenge whether their actions met the definition of job abandonment set forth in this paragraph.
2. Habitual or excessive absence for any reason, including legitimate illness where such absence adversely affects the division/section.
3. For the purpose of departmental Standard Operating Procedures (SOP), Unexcused Absence/Tardiness will be handled under the matrix in Appendix F.
4. Leaving assigned work site without proper authorization.
5. Unapproved leave with or without pay.

K. Misconduct

1. Smoking in restricted areas.

2. Sleeping on County compensated time (Fire/Rescue Services Department Standard Operating Procedures addressed authorized sleep hours for shift personnel).
 3. Gambling on County compensated time or any County work site.
 4. Rudeness or acts of disrespect to the public, co-workers or supervisor.
 5. Receiving personal phone calls or mail while on County compensated time, which impacts performance.
 6. Violation of any County or divisional policy or procedure (the actual policy or procedure violated must be identified).
 7. Attempts to induce or inducement of any County employee to commit an action in violation of any lawful or reasonable policy or regulation.
- L. Harassment: Unwarranted intrusion, subjection to ridicule or threats of one employee to another for any reason (i.e.: sexual, racial, religious, national origin, etc.).
- M. Loss of Certification/Licensure
1. Inability to obtain or loss of certification, licensure, etc. required to perform duties.
 2. Revocation, restriction, expiration or suspension of Drivers' License which is required to perform duties.
 3. Failure to report any of the above to supervisor.
- N. Poor Performance: Failure to perform assigned duties.
- O. Inability (medical, psychological, or otherwise) to perform the essential functions of the employee's position.

ARTICLE 21 – SENIORITY

- 21.1 County seniority is understood to mean an employee's most recent date of continuous employment, so long as the employee has been carried for payroll purposes as a permanent employee. County seniority will continue to accrue during all types of County-approved leave, except for leave of absence without a pay for thirty (30) days or more, which shall cause this date to be adjusted for an equivalent period of less than thirty (30) days, which shall not cause the County seniority date to be adjusted.
- 21.2 County seniority will be used as a factor for the purpose of computing vacation accruals, vacation scheduling, and shift scheduling, in so far as divisional operations are not jeopardized, and for awarding length of service awards, should any be awarded.
- 21.3 In cases of promotions, layoffs, filling of vacancies, or lateral transfers within divisions, County seniority will be used as a factor where qualifications and work record, in the opinion of the Public Employer, are equal.
- A lateral transfer is the movement between classifications in the same pay grade.
- 21.4 All newly hired employees shall be on probation for the first six (6) months of service with the County, calculated in accordance with County policy. The new-hire probationary period may be extended for an additional three (3) months in accordance with County Policy.
- The County, at its sole discretion, may terminate any newly hired employee during the probationary period without recourse to the grievance provisions of this Agreement.
- 21.5 Promoted employees shall be on probation for the first three (3) months in the new position. The promotional probationary period may be extended for an additional three (3) months at management's discretion. If an employee's performance or work behavior is found, in management's sole discretion, to be unsatisfactory during the probationary period following promotion, the employee may be demoted back to his/her prior position if the position is still available. If the position is no longer available, the employee will be subject to progressive disciplinary action for failure to meet expected performance standards.
- 21.6 Employees shall lose all their seniority as a result of any of the following:
- A. Resignation
 - B. Termination
 - C. Retirement
 - D. Layoff exceeding twelve (12) months
- 21.7 Notwithstanding any of the foregoing provisions, the Public Employer maintains the right to promote, transfer and fill a vacancy without regard to seniority to meet its diversification goals.

ARTICLE 22 - POSTING PROMOTIONAL VACANCIES

22.1 All vacancies in an authorized position in a job classification covered by this Agreement shall be publicized by posting announcements online, and in other places and by such other means as the Human Resources Director deems advisable to insure that all employees have access to promotional opportunities on a timely basis.

The announcements for filling a vacancy shall specify:

- A. The class title and salary range of the position to be filled;
- B. Qualification requirements for eligibility or for admission to written and/or oral test, if required;
- C. Manner of making applications;
- D. Closing date for receipt of applications.

22.2 Any employee of the Public Employer who is interested in filling the vacancy shall apply online to the Human Resources Division. The County employee may be considered before any outside applicants with the same qualifications.

ARTICLE 23 - WORKING OUT OF CLASSIFICATION

- 23.1 When any employee is required by a supervisor to work outside his/her classification for a total of 50% or more of the regularly scheduled work time during the regular two (2) week pay period, and said work is outside his/her classification in a higher pay range, the employee shall be paid the higher rate of pay for the time worked in the higher classification. To be eligible, the employee must perform the assigned duties of the higher classification at a level deemed adequate by the supervisor outside of the bargaining unit. The Public Employer will not remove an employee from a working out of classification assignment for the sole purpose of avoiding payment of working out of classification pay.
- 23.2 In case of emergencies or other conditions deemed as an act of God, employees will not be eligible for the higher rate of pay.
- 23.3 When an employee is in training, he/she is not eligible for the higher classification pay. Training on any individual equipment type (e.g. loader, grader) will not exceed the training limits established by division policy.
- 23.4 The rate of pay for work in a higher graded classification is determined at seven and one-half percent (7½%) minimum increase or the minimum of the new pay grade, whichever is greater.

An employee can work out of class a maximum of eighteen (18) consecutive months.

ARTICLE 24 - HOURS OF WORK

- 24.1 **WORKWEEK AND WORKDAY:** A minimum of eight (8) hours shall constitute a normal workday and a minimum of forty (40) hours shall constitute a normal workweek. No County division shall operate on less than a forty (40) hour workweek, unless specifically approved by the Orange County Board of County Commissioners, except under County policy, which allows for special holidays and other activities within the workweek.

For bus drivers covered under this contract, a minimum of 35 hours shall constitute a normal workweek for 52 weeks a year. The Public Employer will seek work to provide additional hours to employees up to 40 hours a week when possible. Additional work will be provided to employees based on seniority. These senior employees shall have the first right of refusal.

For Rigger Technicians covered under this contract, a minimum of 20 hours shall constitute a normal workweek. The number of hours per day shall be based on operational need.

- 24.2 The workweek shall start at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.
- 24.3 All full-time employees are required to be present on their assigned jobs for the total hours in the workweek, unless absence from duty is authorized by the appropriate authority in accordance with Orange County Policies. All absences shall be properly recorded and charged.

- 24.4 Employees are required to be present on their assigned job for the total number of hours for which compensation is being received, unless absence from duty is authorized by appropriate authority in accordance with Orange County Policies. All absences shall be properly recorded and charged.

- 24.5 **OVERTIME WORK/STATEMENT OF POLICY:** The employment and work program of each division should be arranged so as to reduce to minimum the necessity for overtime work, except in emergency situations. It is intended, however, that employees should be expected to work a reasonable period beyond regular working hours or during lunch periods when necessary to complete work assignments.

Activity outside of regularly scheduled working hours, such as time spent in taking mandatory training courses and travel, shall not be considered as authorized overtime work unless approved by the appropriate division manager and required by the FLSA.

The Public Employer will make every attempt to distribute overtime work as equally as possible among qualified employees, rotated on a seniority basis within a work unit. This will depend on the type of work assigned and any special skills required to accomplish that work assignment.

When an employee has been scheduled to work overtime and fails to report for duty without notifying the supervisor of a reason sufficient to justify the absence, that employee may be subject to disciplinary action in accordance with Article 20 of this Agreement.

The employees normal work schedule shall not be adjusted or changed for the sole purpose of avoiding the payment of overtime.

- 24.6 **Overtime Payment:** Any overtime worked in excess of forty (40) hours in any week shall be paid at the rate of one and one-half (1½) for each hour actually worked, in accordance with the Fair Labor Standards Act.

For the purposes of overtime computation, effective March 15, 2015, regular holiday pay will not be considered as time worked toward forty (40) hours. Time worked on any holiday paid at the rate of time and one-half (1½) shall be counted toward the forty (40) hours needed for overtime pay. Annual leave, extended term illness, funeral leave, sick leave, jury leave or any absence from duty shall not be considered as time worked.

As the law and regulations that now exist and are understood by the Public Employer both the Union and the Public Employer agree to any changes in payroll procedures, wages and hours, or other employment practices that are required by the Fair Labor Standards Act and the regulations promulgated there under.

- 24.7 Work Break: Each division manager may allow employees one (1) work break during the first half of their work shift and one (1) work break during the second half of their work shift, provided that:
- A. No single work break shall exceed 15 minutes absence from the employee's workstation.
 - B. Employees may not leave the building in which they are employed, or their work place if employed out-of-doors, during work breaks.
 - C. An employee may not accumulate unused work breaks.
 - D. Work break time shall not be authorized for covering an employee's late arrival on duty or his/her early departure from duty.

ARTICLE 25 – WAGES

25.1 The Public Employer will pay salaries in accordance with the pay grades outlined in Appendix A upon ratification of this Agreement. The following guidelines shall apply:

- A. No employee shall be paid less than the minimum or more than the maximum of the assigned pay grade, with the exceptions as noted in this Article.
- B. At no time will a demoted employee receive more than the salary they received at time of demotion.
- C. An employee may be paid below the minimum of the pay range, if placed in the position at a trainee level.
- D. The County and Union agree that attracting employees from other agencies with levels of experience greater than minimum qualifications is an asset to the organization. For this reason, the County and the Union agree that when bargaining unit employees with levels of experience greater than minimum qualifications are hired, they may be placed into the step pay plan (Appendix C) at a starting pay rate greater than Step 1.

25.2 PERFORMANCE EVALUATIONS

Performance Evaluations shall be administered in accordance with County Policy.

25.3 WAGE INCREASES

A. Fiscal Year 2019-20

Effective October 6, 2019, all bargaining unit employees on the active payroll and who have met performance standards based on their latest annual performance evaluation, shall receive a minimum of a 4.0% wage increase by being slotted in the Fiscal Year 2019- 20 Step Pay Plans provided in the Appendix at their current step in the Fiscal Year 2018-19 Step Pay Plans. Employees at the maximum of the pay range will receive the remainder of the 4.0% increase as a one-time lump sum payment not added to their base wages.

Thereafter, Pay Grade 103 will be merged with Pay Grade 104. The merging of the pay grade will not result in any additional pay increase. Once merged, Pay Grade 103 will no longer be used.

B. Fiscal Year 2020-21

Effective October 4, 2020, all bargaining unit employees on the active payroll and who have met performance standards based on their latest annual performance evaluation, shall receive a minimum of a 4.0% wage increase by being slotted in the Fiscal Year 2020-21 Step Pay Plans provided in the Appendix at their current step in the Fiscal Year 2019-20 Step Pay Plans. Employees at the maximum of the pay range will receive the remainder of the 4.0% increase as a one-time lump sum payment not added to their base wages.

Thereafter, Pay Grade 104 will be merged with Pay Grade 105. The merging of the pay grade will not result in any additional pay increase. Once merged, Pay Grade 104 will no longer be used.

Fiscal Year 2021-22

Pay Grade 105 & 106 (only)

Effective October 3, 2021, all bargaining unit employees on the active payroll and who have met performance standards based on their latest annual performance evaluation, shall receive a minimum of a 4.5% wage increase by being slotted in the Fiscal Year 2021-22 Step Pay Plans provided in the Appendix at their current step in the Fiscal Year 2020-21 Step Pay Plans. Employees at the maximum of the pay range will receive the remainder of the 4.5% increase as a one-time lump sum payment not added to their base wages.

Thereafter, Pay Grade 105 will be merged with Pay Grade 106. The merging of the pay grade will not result in any additional pay increase. Once merged, Pay Grade 105 will no longer be used.

Pay Grade 107 & Above

Effective October 3, 2021, all bargaining unit employees in Pay Grades 107 & above on the active payroll and who have met performance standards based on their latest annual performance evaluation, shall receive a minimum of a 4.5% wage increase by being slotted in the Fiscal Year 2021-22 Step Pay Plans provided in the Appendix at their current step in the Fiscal Year 2020-21 Step Pay Plans, and then advancing one step. Employees at the maximum of the pay range, and unable to move the one step, will receive the remainder of the 4.5% increase as a one-time lump sum payment not added to their base wages. Effective October 3, 2021, employees not meeting performance standards will only be slotted in the Fiscal Year 2021-22 Step Pay Plans provided in the Appendix at their current step in the Fiscal 2020-21 Step Pay Plans with no step advancement.

- C. Increases for any Fiscal Year after Fiscal Year 2021-22 shall be determined through the collective bargaining process.
- D. Hiring of Plant and Field Specialist positions shall be based on the attached Promotion and Hiring Matrix, Appendix D.
- E. Promotions of Plant and Field Specialists shall be based on the attached matrix and placed on Step 6 of the new pay grade, to the step reflecting years of experience, or a 7 ½ % increase to step whichever is greater.

25.4 Employees promoted to a higher classification within the bargaining unit shall receive an increase of 7 ½ % or the minimum of their new pay grade, whichever is greater. If the 7½ % promotional increase places the employee between steps of his/her new pay grade, the employee shall be placed at the next higher step. At no time shall an employee exceed the maximum pay step.

25.5 The Public Employer will grant an annual tool allowance of five hundred twenty dollars (\$520.00) to each employee who is classified as a #3426 Equipment Mechanic I, #3427 Equipment Mechanic II, #3428 Equipment Mechanic III, #3434 Equipment Mechanic IV, #3416 Power Generation Electrician, #3429 Automotive Machinist, #3471 Automotive Electronics Technician, #3465 Welder I, #3466 Welder II and #3473 Equipment Field Service Technician payable biweekly in the amount of twenty dollars (\$20.00). The amount will be added to the gross wages paid for each pay period.

To assist in recruitment and retention, each employee in the below listed classifications will receive \$0.10 for all hours paid for each of the below listed certifications, up to the maximum number of certifications allowed for the classification. Loss of or failure to recertify any of the certifications shall result in loss of that incentive amount.

Recognized Certifications	
Ambulance E Series	E-0 Maintenance, Inspection, and Testing of Ambulances

	E-1 Design & Performance of Ambulances
	E-2 Ambulance Electrical Systems
	E-3 Ambulance Heating, Air-conditioning, & Ventilation
	E-4 Ambulance Cab, Chassis, and Powertrain
Automobile & Light Truck Certification Tests (A Series)	A1 – Engine Repair
	A2 – Automatic Transmission/Transaxle
	A3 – Manual Drive Train & Axles
	A4 – Suspension & Steering
	A5 – Brakes
	A6 – Electrical/Electronic Systems
	A7 – Heating & Air Conditioning
	A8 – Engine Performance
	A9 – Light Vehicle Diesel Engines
Medium-Heavy Truck Certification Tests (T Series) *S series and H series are also interchangeable with T series No additional compensation for interchangeable certifications	T1 – Gasoline Engines
	T2 – Diesel Engines or S2 Diesel Engines or H2 Diesel Engines
	T3 – Drive Train or S3 Drive Train or H3 Drive Train
	T4 – Brakes or S4 Brakes or H4 Brakes
	T5 – Suspension & Steering or S5 Suspension & Steering or H5 Suspension & Steering
	T6 – Electrical/ Electronic Systems or S6 Electrical/Electronic Systems Or H6 Electrical/Electronic Systems
	T7 – Heating, Ventilation & Air Conditioning or S7 A/C Systems & Controls or H7 A/C Systems
	T8 – Preventive Maintenance & Inspection
Truck Equipment Certification Tests (E Series)	E1 – Truck Equipment Installation & Repair
	E2 – Electrical/Electronic Systems Installation & Repair
	E3 – Auxiliary Power Systems Installation & Repair
Fire Apparatus Technician (F Series)	F1-Maintenance, Inspection, and Testing of Fire Apparatus
	F2- Design & Performance Standards of Fire Apparatus
	F3- Fire Pumps & Accessories
	F4- Fire Apparatus Electrical Systems
	F5- Aerial Fire Apparatus
	F6- Allison Automatic Transmissions
	F7 - Fire Apparatus Foam Systems
	F8 - Fire Apparatus Hydraulic Systems
ASE Advance Level Certifications	Advanced Engine Performance Specialist Certification Test
	Electronic Diesel Engine Diagnosis Specialist Certification (L2)
	Light Duty Hybrid/Electric Vehicle Specialist Test (L3)

Job Code	Job Title	Maximum Certifications Allowed
3426	Equipment Mechanic I	13
3427	Equipment Mechanic II	13
3428	Equipment Mechanic III	13
3434	Equipment Mechanic IV	13
3472	Equipment Field Service Technician	13

25.6

The Public Employer agrees to take working conditions, safety and possible hazards into consideration when establishing pay levels for positions covered by this collective bargaining agreement.

- 25.7 The Public Employer may consolidate and/or increase the wages of any job classifications at any time. Should the Public Employer consolidate and/or increase wages pursuant to the above, the Public Employer will notify the Union within a reasonable period of time.
- 25.8 This Article is to be implemented, so as to insure that the intent of the provisions set forth is adhered to.
- 25.9 Any Performance Evaluation by a Division Manager and recommendation, or lack of recommendation, for an annual pay increase shall be considered final and shall not be subject to the Grievance and Arbitration Procedure of this Contract.
- 25.10 In the event that there is a delay in an eligible employee receiving his/her annual increase, the appropriate Annual Review Date will not change.
- 25.11 In the event an employee owes the County any money at the time of the employee's separation from employment, the County shall be authorized to deduct the money owed from the employee's final pay or benefits check(s).

ARTICLE 26 - SHIFT DIFFERENTIAL

26.1 Shift differential will be paid in accordance with County Policy.

ARTICLE 27 - STANDBY TIME

- 27.1 In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment is made by a supervisor who requires an employee to be available for work due to an urgent situation on his/her off-duty time, which may include nights, weekends or holidays. Employees shall be required to be on a standby duty when assigned, unless excused by his/her supervisor.
- 27.2 Employees assigned to standby duty by their supervisors are guaranteed standby pay of two (2) hours pay at their regular, straight-time rate for each regular work day of standby time assigned and scheduled, or two (2) hours pay at their regular, straight-time rate for regular days off. Standby time shall not count as hours worked for the purpose of computing overtime pay.
- 27.3 Employees, while on standby duty when called to work, will be paid for the actual time worked. For pay purposes, actual time worked starts at the time of notice and ends when he/she would reasonably be expected to return home. In the event any employee who is on standby duty fails to respond to call to work, the employee may be subject to possible disciplinary measures as provided in the Policy Manual of the Public Employer.
- 27.4 Employees shall not be assigned to standby duty if excused in advance by his/her supervisor outside the bargaining unit. In the event the supervisor cannot schedule the required number of employees for standby duty, then any previously excused employee will be required to serve the necessary standby duty.
- 27.5 The Public Employer shall provide adequate vehicles and equipment to all employees assigned to standby duty. Instead of providing an adequate vehicle, the Public Employer may elect to pay to an employee who is assigned by management to standby duty mileage to and from the worksite to the employee's place of residence when the employee responds to a call which requires him/her to report to the worksite during the standby time period. No mileage will be paid when the employee reports to a worksite, other than during the period of time during which the employee is assigned to standby duty, such as for a regularly scheduled shift.

ARTICLE 28 - CALL-BACK

- 28.1 Call-back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call-back pay is as follows:
- A. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call-back pay.
 - B. Any employee required to return to work four (4) hours or less prior to his/her regularly scheduled starting time shall be paid for the actual time worked.
 - C. Any employee who is on duty and is instructed and assigned to return to work shall be ineligible for call-back pay; but will be eligible for compensation at the overtime rate of pay.
 - D. Any employee required to continue working after completion of his/her regular scheduled shift shall be ineligible for call-back pay, but will be eligible for compensation at the overtime rate of pay.
 - E. Any employee eligible for call-back pay shall be paid for the actual hours worked, with a minimum guarantee of three (3) hours' pay.

ARTICLE 29 - PREVAILING RIGHTS

The Public Employer agrees that all privileges, benefits and rights presently enjoyed by the employee in the bargaining unit as listed in the Policy Manual of the Orange County Board of County Commissioners, except as changed by this Agreement, are hereby protected and will not be discontinued or changed, except by official action of the Orange County Board of County Commissioners.

ARTICLE 30 – DIVERSIFICATION

The Union agrees to cooperate with the County in adhering to applicable federal and state laws.

ARTICLE 31 - ENTIRE AGREEMENT

The parties acknowledge that, during negotiations that 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 understanding and agreements arrived at by both parties after 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 unequivocally waive 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 parties at the time they negotiated or signed this Agreement. This Article shall not be construed in any way to restrict parties from commencing negotiations under the applicable law or any succeeding Agreement to take effect upon termination of this Agreement.

ARTICLE 32 - NO SOLICITATION RULE

Employees are permitted to solicit to the extent allowed by County policy.

ARTICLE 33 - EMPLOYEE COMMUNICATIONS WITH MANAGEMENT

- 33.1 The purpose of this Article is to provide for the informal resolution of employee problems or complaints not relating to discipline or alleged contract violations. This Article recognizes that there are times when an employee covered by this Agreement may require information or feels that an adjustment of some type is required that can be provided through informal resolution, (i.e., complaint, gripe, injured feelings).
- 33.2 An employee covered by this Agreement and his/her immediate supervisor shall be expected to communicate informally, in order to resolve complaints, problems or situations that the employee feels need either adjustment or information, provided that they are within scope of the authority of the supervisor. The adjustment of complaints, problems or situations that involve the interpretation or application of this collective bargaining agreement are not to be resolved using this process.
- 33.3 The supervisor is expected to make an adequate attempt to investigate the problem or complaint, review the appropriate operating policy and report his/her findings to the employee.

ARTICLE 34 - MODIFIED TEMPORARY DUTY AND MEDICAL SEPARATION

- 34.1 Employees injured as a result of a work-related accident resulting in a Workers' Compensation claim will be placed in a modified, temporary duty assignment subject to the following conditions:
- A. Modified temporary duty assignments will only be available for employees who are temporarily unable to perform all the essential duties of their job due to an on-the-job injury.
 - B. All policy guidelines for Workers' Compensation must be followed.
 - C. Employees must be certified by the County-designated physician as eligible for a modified, temporary duty assignment.
- 34.2 All modified temporary duty assignments will be subject to availability and will be made subject to certification of the employee's eligibility by the County-designated physician.
- A. Placement on any modified temporary duty assignment will be made first within the division where the employee worked when the injury occurred, and second, within that division. Each department and division will develop, assign and monitor the employee's modified temporary duty assignments according to operational needs.
 - B. Work hours for all modified, temporary duty assignments will be at the discretion of the division manager and based on the operational needs of the division providing the assignment. Consideration will be given to the employee's condition and any requirements for access to any follow-up treatment.
 - C. If released by the County-designated physician for modified temporary duties after the initial or any subsequent visit, the employee must immediately report to the supervisor with a completed work status form signed by the County-designated physician. If no modified, temporary duty is available to the employee at this time, a telephone number or other method of communication must be made available by the employee for future contact. The employee must report for a modified, temporary assignment when notified by the supervisor or Risk Management.
- 34.3 Following an on-the-job injury, all employees will follow the guidelines for Workers' Compensation claims as outlined in the Policies manual. The County-designated physician will certify eligibility for a modified, temporary duty assignment and will act as primary case manager. The County-designated physician will re-certify eligibility on a regular basis in coordination with the Risk Management Division.
- 34.4 Employees placed in a modified, temporary duty assignment will retain the full rate of pay received at the time of injury and will be paid by the division in which they worked when injured. Exceptions may be required in grant-funded divisions. For employees that qualify for modified temporary duty, Article 23 Working out of Classification does not apply.
- 34.5 Employees will have no change in classification during a modified, temporary assignment. All benefits will continue and no break in service or loss of classification will occur.
- 34.6 Modified temporary duty assignments will have a duration of no more than ninety (90) calendar days from the date of an employee's assignment to modified temporary duty. Each assignment will be subject to review every thirty (30) days. Modified, temporary duty is intended to be a transition assignment affording an employee a limited period of modified, temporary duty before returning to full duties. An employee who is released by the County-designated physician as medically capable of performing all assigned duties of the position held when injured will be returned to this position immediately.

An employee will be entitled, at his or her own expense, to a second medical opinion. If the medical opinion should differ, then the final return to work determination will be made by the County-designated physician.

- 34.7 An employee who has been informed by the County-designated and/or personal physician that he or she will not, in the foreseeable future, be able to perform the essential functions of the position held prior to being injured will be referred to the County for determination of ADA eligibility and reasonable accommodation possibilities.

If an ADA eligible employee is unable to be otherwise reasonably accommodated, the County will review, for a period not to exceed thirty (30) days, vacant positions within the County for which the employee meets minimum qualifications and is able to perform the essential functions. Employees placed in vacant positions as a result of ADA eligibility will be required to obtain medical clearance for the position from the County-designated physician. If the County is unable to place the employee in a vacant position, the employee shall be terminated from County employment, and the termination shall be deemed a separation for medical reasons.

- 34.8 Employees grieving a separation for medical reasons will follow the grievance and arbitration procedures contained in this Agreement.

The County shall designate a facility as the initial treatment facility for employees who sustain work-related injuries. If treatment at this facility is not available when an employee sustains an injury, the employee may obtain medical treatment for non-emergency, work-related injuries at a County participating medical facility.

**ARTICLE 35 - AMERICANS WITH DISABILITIES, AGE DISCRIMINATION IN EMPLOYMENT AND
FAMILY MEDICAL LEAVE ACTS**

- 35.1 It is recognized that the County and Union must comply with the statutory provisions of the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA) and the Family Medical Leave Act (FMLA). However, in complying with the provisions of the ADA, or FMLA, the County and Union agree not to violate any federal or state statutes, or local ordinances.

- 35.2 The Union will cooperate with the County to ensure that the mandates of the ADA, ADEA and FMLA are met.

ARTICLE 36 - PART-TIME EMPLOYEES

- 36.1 Part-time employees shall accrue Personal Leave in a pro-rata amount based on the number of hours worked per pay period. Personal Leave usage may not result in an employee exceeding his/her standard hours in a pay week. Standard hours will be set at thirty-two (32) hours.
- 36.2 Part-time employees shall accrue Term Leave in a pro-rata amount based on the number of hours worked per pay period. Term Leave may be used in accordance with Article 13.5.
- 36.3 Part-time employees shall be entitled to use Funeral Leave not to exceed the equivalent of a normal work week.
- 36.4 Part-time employees shall not be subject to Article 27 or Article 28 of this Agreement.

ARTICLE 37 - DURATION OF AGREEMENT

- 37.1 This Agreement shall become effective the beginning of the first full pay period in October 2019. Retroactivity of any Articles in this Agreement shall be implemented as specifically specified in this Agreement. This Agreement shall thereafter continue in full force and effect until midnight on the 30th day of September 2022 when it shall terminate. Upon its expiration, this Agreement shall automatically be renewed from year to year unless either party notifies the other in writing by the first Monday of February 2022 that it desires to renegotiate this Agreement.
- 37.2 The Union and Public Employer agree to re-open any Article of the Agreement when there is Federal or State legislation enacted that has an adverse impact on the Public Employer's ability to pay benefits contained in the Agreement.
- 37.3 Any notice to be given under this Article of this Agreement shall be given by registered or certified mail; if given by the Union, it shall be addressed to the County Administrator, Post Office Box 1393, Orlando, Florida 32802; such notice given by the Public Employer shall be addressed to the LIUNA, Public Employees Local 517, AFL-CIO Laborers' International Union of North America, 580 Irene Street, Orlando, Florida 32805.

Appendix A:
Job Titles with Pay
Grades FY 2019-20 through 2021-22

Job Code	Job Title	Pay Grade
2030	Animal Services Officer	113
2216	Janitor	104
2225	Kitchen Helper	104
2230	Cook*	104 Eff. 10/4/20: 105
2236	Animal Care Assistant	106
2237	Animal Field Assistant	108
2250	Laundry Worker	104
2300	Bindery Worker	107
2308	Offset Press Operator	108
2310	Lead Offset Press Operator	109
3033	Youth Resident Coordinator	105 10/3/21: 106
3061	Family Teacher Assistant	107
3405	Trades Helper	105 10/3/21: 106
3412	Custodial Foreman	106
3415	Electrician	109

*Cook, Job Code 2230 will have no new positions. As vacancies occur in existing positions, the vacant position will revert to Food Service Assistant, Job Code 2235.

3416	Power Generation Electrician	111
3417	Master Electrician	113
3419	Specialized Door Mechanic	108
3420	Maintenance Technician	107
3425	Mason	111
3426	Equipment Mechanic I	109
3427	Equipment Mechanic II	111
3428	Equipment Mechanic III	112
3434	Equipment Mechanic IV	113
3429	Automotive Machinist	109
3431	Service Writer	109
3445	HVAC Mechanic	111
3446	Sr HVAC Mechanic	113
3447	Traffic Sign Installer I	106
		105
3448	Pavement Marking Installer I	10/3/21: 106
3450	Sign Technician	107
3451	Traffic Sign Installer II	108
3452	Pavement Marking Installer II	107
3454	Signal Construction Technician	109
3455	Traffic Signal Technician III	111
3457	Traffic Signal Technician I	109
3458	Traffic Signal Technician II	110
3465	Welder I	110

3466	Welder III	112
3467	Electronic Systems Technician	112
3471	Automotive Electronic Tech	111
3472	Equipment Field Service Tech	112
3473	Welder II	111
4001	Mosquito Control Specialist I	107
4007	Mosquito Control Specialist II	109
4646	SCBA Technician	110
4830	Parks Specialist	106
4833	Sr. Parks Specialist	108
7005	Engineering Technician I	108
7010	Engineering Technician II	110
7015	Engineering Technician III	111
7033	Traffic Eng Technician II	108
7034	Traffic Eng Technician III	109
7060	Survey Party Chief I	111
7061	Survey Party Chief II	112
7065	Pump Station Operator	107
7066	Survey Technician	108
7067	Drainwell Leader	108
7068	Survey Assistant	106
7069	Spray Technician	108
7516	Maintenance Person	104
7527	Highway Utility Repair Person	108

7530	Weighmaster	106
		105
7535	Equipment Operator I	10/3/21: 106
7540	Equipment Operator II	107
7545	Equipment Operator III	108
7546	Equipment Operator IV	110
7568	Quality Control Inspector	112
		104
8005	Stock Clerk	10/4/20 105
8133	Conv Center Technician II	107
8183	Operations Technician	110
8185	Rigger Technician	114
8194	Security Representative	106
8195	Sr Security Representative	109
8220	Convention Ctr Service Worker	104
8221	Sr Convention Ctr Svc Worker	106
		105
8225	Conv Center Technician I	10/3/21: 106
		104
8233	Event Setup Worker	10/4/20 105
8234	Sr. Event Setup Worker	108
8236	Conv Center Technician III	110
8237	Conv Center Technician IV	112
8238	Conv Center Electronic Tech	112

8240	Sr. Operations Technician	112
8810	Industrial Mechanic I	110
8811	Industrial Mechanic II	111
8826	Environ Compliance Tech/Inspect	108
8831	Industrial Electrician I	112
8832	Industrial Electrician II	114
8871	Plant Specialist II	112
8872	Plant Specialist III	113
8877	Field Specialist II	111
8878	Plant Specialist Trainee	108
8879	Field Specialist Trainee	107
8880	Plant Specialist I	111
8881	Field Specialist I	110
8894	Customer Service Field Rep	109
		104
8896	Meter Reader I	10/4/20: 105
8897	Meter Reader II	107
8899	Field Specialist III	112
4841	Parks Technician II	110
4856	Parks Technician I	108

Appendix B: Pay Grade Tables
Fiscal Years 2019-20 through 2021-22

FY 2019-20				
Pay Grade	Hourly Minimum (\$)	Hourly Maximum (\$)	Annual Minimum (\$)	Annual Maximum (\$)
103	12.34	19.85	25,667.20	41,288.00
104	12.34	19.85	25,667.20	41,288.00
105	12.96	20.85	26,956.80	43,368.00
106	13.61	21.89	28,308.80	45,531.20
107	14.29	22.98	29,723.20	47,798.40
108	15.00	24.13	31,200.00	50,190.40
109	15.76	25.35	32,780.80	52,728.00
110	16.91	27.2	35,172.80	56,576.00
111	18.05	29.03	37,544.00	60,382.40
112	19.30	31.04	40,144.00	64,563.20
113	20.66	33.23	42,972.80	69,118.40
114	22.10	35.55	45,968.00	73,944.00

FY 2020-21				
Pay Grade	Hourly Minimum (\$)	Hourly Maximum (\$)	Annual Minimum (\$)	Annual Maximum (\$)
103	13.61	21.89	28,308.80	45,531.20
104	13.61	21.89	28,308.80	45,531.20
105	13.61	21.89	28,308.80	45,531.20
106	14.29	22.98	29,723.20	47,798.40
107	15.00	24.13	31,200.00	50,190.40
108	15.60	25.09	32,448.00	52,187.20
109	16.39	26.36	34,091.20	54,828.80
110	17.59	28.29	36,587.20	58,843.20
111	18.77	30.19	39,041.60	62,795.20
112	20.07	32.28	41,745.60	67,142.40
113	21.49	34.57	44,699.20	71,905.60
114	22.98	36.96	47,798.40	76,876.80

FY 2021-22				
Pay Grade	Hourly Minimum (\$)	Hourly Maximum (\$)	Annual Minimum (\$)	Annual Maximum (\$)
106	15.00	24.13	31,200.00	50,190.40
107	15.38	24.74	31,990.40	51,459.20
108	15.99	25.72	33,259.20	53,497.60
109	16.80	27.02	34,944.00	56,201.60
110	18.03	29.00	37,502.40	60,320.00
111	19.24	30.95	40,019.20	64,376.00
112	20.57	33.09	42,785.60	68,827.20
113	22.03	35.43	45,822.40	73,694.40
114	23.55	37.88	48,984.00	78,790.40

Pay Plan FY 21/22-23 STEP PLAN

Table with 25 columns (Step 1 to Step 25) and 14 rows (903 to 914). It lists monthly pay rates for each step across the 14 rows.

Pay Plan FY 2020-21 STEP PLAN

Table with 25 columns (Step 1 to Step 25) and 14 rows (905 to 914). It lists monthly pay rates for each step across the 14 rows.

Pay Plan FY 2021-22 STEP PLAN

Table with 25 columns (Step 1 to Step 25) and 14 rows (906 to 914). It lists monthly pay rates for each step across the 14 rows.

**Appendix D
2019-20 through 2021-22**

FY 2019-20

Years of Experience									
	2	3	4	5	6	7	8	9	10
Plant Specialist I									
"C" License	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A	N/A
Pay Grade 111	19.93	20.33	20.73	21.15	21.57	22.00			
Plant Specialist II									
"B" License	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A
Pay Grade 112		21.31	21.73	22.17	22.61	23.07	23.53		
Plant Specialist III									
"A" License	N/A	N/A	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Pay Grade 113				22.81	23.27	23.73	24.21	24.69	25.18

Field Specialist I									
"C" License	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A	N/A
Pay Grade 110	18.67	19.04	19.42	19.81	20.21	20.61			
Field Specialist II									
"B" License	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A
Pay Grade 111		19.93	20.33	20.73	21.15	21.57	22.00		
Field Specialist III									
"A" License	N/A	N/A	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Pay Grade 112				21.31	21.73	22.17	22.61	23.07	23.53

FY 2020-21

Years of Experience									
	2	3	4	5	6	7	8	9	10
Plant Specialist I									
"C" License	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A	N/A
Pay Grade 111	20.72	21.14	21.56	21.99	22.43	22.18			
Plant Specialist II									
"B" License	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A
Pay Grade 112		22.16	22.60	23.05	23.52	23.99	24.47		
Plant Specialist III									
"A" License	N/A	N/A	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Pay Grade 113				23.73	24.20	24.69	25.18	25.68	26.20

Field Specialist I									
"C" License	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A	N/A
Pay Grade 110	19.42	19.81	20.21	20.61	21.02	21.44			
Field Specialist II									
"B" License	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A
Pay Grade 111		20.72	21.14	21.56	21.99	22.43	22.88		
Field Specialist III									
"A" License	N/A	N/A	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Pay Grade 112				22.16	22.60	23.05	23.52	23.99	24.47

FY 2021-22

Years of Experience									
	2	3	4	5	6	7	8	9	10
Plant Specialist I									
"C" License	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A	N/A
Pay Grade 111	21.24	21.67	22.10	22.54	22.99	23.45			
Plant Specialist II									
"B" License	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A
Pay Grade 112		22.71	23.17	23.63	24.10	24.58	25.07		
Plant Specialist III									
"A" License	N/A	N/A	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Pay Grade 113				24.32	24.81	25.31	25.81	26.33	26.85

Field Specialist I									
"C" License	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A	N/A
Pay Grade 110	19.91	20.30	20.71	21.13	21.55	21.98			
Field Specialist II									
"B" License	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	N/A	N/A
Pay Grade 111		21.24	21.67	22.10	22.54	22.99	23.45		
Field Specialist III									
"A" License	N/A	N/A	N/A	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Pay Grade 112				22.71	23.17	23.63	24.10	24.58	25.07

APPENDIX E – STEWARDSHIPS

Both the Union and the Public Employer recognize that utilization of the closest available steward is generally mutually beneficial. When in need of representation, employees covered by the LIUNA collective bargaining agreement are encouraged to first utilize the steward located within the respective work area or shift, second within their division, and third within their department. Exceptions to this will only be made in cases where the closest steward is unavailable. Only the Chief Steward may function in this role on County authorized time.

The Union may have one (1) Chief Steward and two (2) Assistant Chief Stewards who must be employed in two (2) separate County departments and will not simultaneously attend hearings or meetings, except contract negotiations. Time spent by the Assistant Chief Stewards or any other stewards (except for the Chief Steward) will be charged to the employee's accrued personal leave balance unless otherwise stated in Article 5.

The total number of stewards, including the Chief Steward, will be based on the following schedule:

Bargaining Unit Employees in Division	Union Stewards in Division
1 – 24	0
25 – 49	2
50 – 74	2
75 – 99	3
100 – 124	4
125 – 149	5
150 – 174	6
175 – 199	7
200 – 224	8
225 – 249	9
250 - 274	10
275 – 299	11
300 or more	12

- In divisions that may have more than one steward, the stewards are to be distributed so as to avoid more than one steward per location or shift.

APPENDIX F - LIUNA UNEXCUSED ABSENCE/TARDINESS MATRIX

Each department of the Public Employer will create a Standard Operation Procedure (SOP) for attendance and tardiness, which shall include hours of work, scheduled and unscheduled leave, tardiness, early-outs, the definition of an "occurrence" and exceptions and procedures. No department SOP shall require call out notification procedures to be greater than 12 hours prior to the start of the employee's shift. Such SOP's shall be subject to changes and additions, according to the operational needs of each department of the Public Employer in accordance with Article 3.

The matrix is broken down into timelines that have specific guidelines concerning when corrective action should occur. The thresholds are thirty (30), ninety (90), one hundred eighty (180) and three hundred sixty five (365) calendar days. The timelines do not begin until the first occurrence is documented. All other thresholds are based on initial occurrence date.

The first timeline is 30 days from the date of the first occurrence. If an employee should accumulate three (3) occurrences within thirty (30) calendar days from the first occurrence date there will be a corrective action taken.

The second threshold ends ninety (90) calendar days after the very first occurrence is documented. If the employee should receive six (6) occurrences within this period, corrective action will be taken.

One hundred eighty (180) calendar days marks the end of the third threshold. Should the employee accumulate nine (9) occurrences within this time period there will be a corrective action.

The final threshold is three hundred sixty five (365) calendar days. Accumulating twelve (12) occurrences within this time frame will result in a corrective action. If the employee should receive a corrective action within this threshold then the next threshold would go back to the three (3) occurrences in a 30-calendar day threshold.

Corrective action shall be taken as outlined below:

- Beginning with 3 occurrences in a 30 calendar day period = Corrective action.
- Beginning with 6 occurrences in a 90 calendar day period = Corrective action.
- Beginning with 9 occurrences in a 180 calendar day period = Corrective action.
- Beginning with 12 occurrences in a 365 calendar day period = Corrective action.

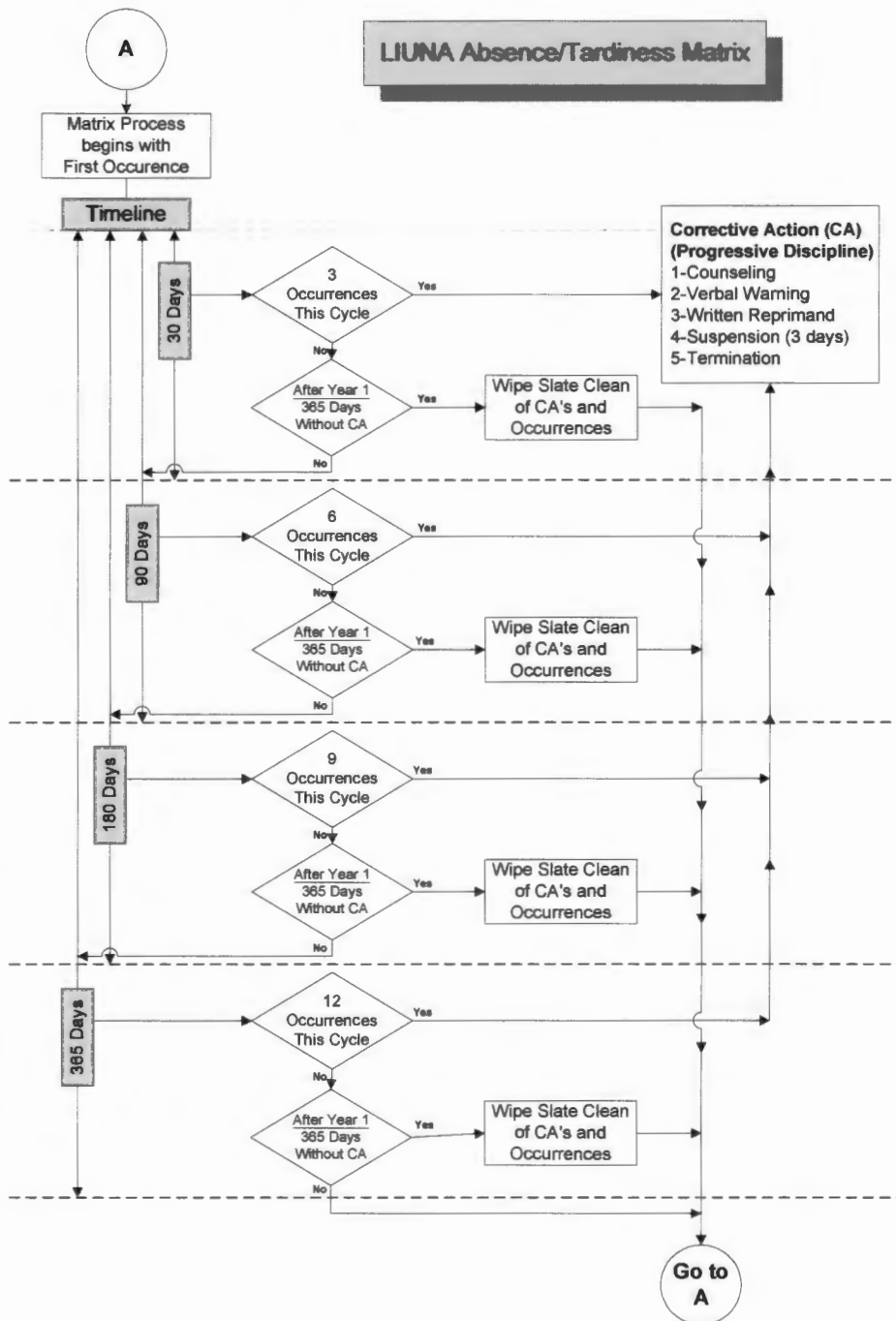
Any twelve (12) month period free from corrective action will result in beginning again at the first step. The disciplinary progression will be:

1. Counseling
2. Verbal/Oral warning
3. Written reprimand
4. Suspension (three (3) days)
5. Termination

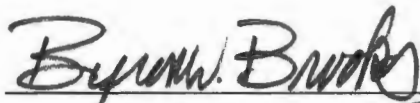
Any changes in this section shall be mutually agreed between the Union and the Public Employer using a committee composed of representatives from both the Union and the Public Employer. If mutual agreement cannot be reached, the changes shall be subject to collective bargaining.

The County and the Union agree to meet in a timely manner, upon written request of either party, to discuss the unexcused absences/tardiness SOPs.

APPENDIX F - LIUNA UNEXCUSED ABSENCE/TARDINESS MATRIX



THIS CONTRACT AGREED TO THIS _____ DAY OF AUG 06 2019.

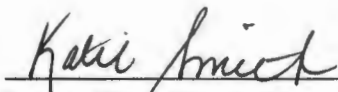


Byron W. Brooks, AICP
County Administrator
Orange County

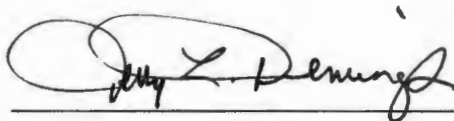


David Brier
Assistant Business Manager
Southeast Laborers' District Council
On behalf of LIUNA 517

THIS AGREEMENT APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY, FLORIDA ON THIS _____ DAY OF AUG 06, 2019.



Deputy Clerk, Orange County Board
of County Commissioners



Jerry L. Demings
Orange County Mayor