



**Date:** October 14, 2022

**To:** Mayor Jerry L. Demings  
-AND-  
County Commissioners *J. Ricardo Daye*

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

**SUBJECT:** Consent Agenda – October 25, 2022  
Collective Bargaining Unit Agreement  
American Federation of State, County and Municipal Employees  
(AFSCME) AFL-CIO, Fiscal Years 2022-23 through 2024-25

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

American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO represents a bargaining unit comprised of all employees in positions listed in Article 1 of the Collective Bargaining Unit Agreement. The County's negotiation team and AFSCME, AFL-CIO have reached concurrence on a three-year agreement, which covers the period of October 2, 2022 through September 30, 2025. This Agreement was successfully ratified by union membership on October 14, 2022.

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 2022-23, effective the first full pay period in October 2022, the final negotiations grant all eligible bargaining unit employees on the active payroll as of the first full pay period following Board approval of the agreement, a minimum of an 8.0% Base Wage increase subject to the pay plan maximums. In an effort to remain competitive with the local job market, the License Practical Nurse job classification will be reclassified from pay grade 803 to 804, and those impacted will receive the same base wage increase as noted above, or the minimum of the range, whichever is greater.

For Fiscal Year 2023-24, effective the first full pay period in October 2023, 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.

For Fiscal Year 2024-25, effective the first full pay period in October 2024, 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.

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 AFSCME Florida Public Employees' Council 79 American Federation of State, County and Municipal Employees, AFL-CIO Fiscal Years 2022-23 through 2024-25.**

c: Byron W. Brooks, AICP, County Administrator  
Carla Johnson, Deputy County Administrator



**Orange County Corrections Health Services  
Region 2 Local 3836**

October 14, 2022

**REF; AFSCME 3836 Ratification**

Dear Mr. Davis,

I Trinese Hardy am reporting that AFSCME Local #3836 held its ratification votes on October 13, 2022 and October 14, 2022.

It is with great pleasure that I would like to inform you that TA Collective Bargaining Articles were overwhelmingly ratified by the bargaining unit membership during the votes.

I would like to thank you and your team for a good harmonious working relationship during this process. I would also like to express my excitement regarding your commitment to increased communication, as we work to make Orange County Corrections Health Services a great place to work. A place where our staff and patient/inmates are placed as top priorities.

If you have any questions or concerns please don't hesitate to reach out to me.

Sincerely,

**Trinese Hardy DrPH, AAPRN**

President of Local 3836

AFSCME Region 2

Corrections Health Services

3723 Vision Blvd. Orlando, FL 32839

**Phone:** 407-432-5968

**Email:** [doctort3836pres@gmail.com](mailto:doctort3836pres@gmail.com)

# **AGREEMENT BETWEEN**

## **ORANGE COUNTY, FLORIDA**

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: October 25, 2022



**AND**

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# **AFSCME**

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## **FLORIDA PUBLIC EMPLOYEES' COUNCIL 79**

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**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**



**FISCAL YEARS**

**2022-23 THROUGH 2024-25**

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## **CONTRACT**

This Agreement is entered into by and between Orange County, Florida, herein after referred to as the "County" or "Employer" and Florida Public Employees Council 79, which is a Council affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," representing certain employees in the Orange County Corrections Health Services Unit, which includes both professional and non-professional employees.

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

#### **1.1. DEFINITION OF BARGAINING UNIT**

Employer recognizes Union as the sole and exclusive bargaining representative for employees of Employer in the Corrections Health Services Division of the Health Department employed in the positions identified in the VERIFICATION OF ELECTION RESULTS AND CERTIFICATION OF EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE issued by the Public Employees Relations Commission (PERC) on November 14, 2000 in Case No.s EL-2000-050 and EL-2000-044. All other persons employed by the Employer are excluded.

The positions identified in Case No. EL-2000-050 are:

Medical Clerk  
Licensed Practical Nurse (LPN)  
Dental Assistant  
Medical Assistant  
Senior Licensed Practical Nurse

The parties have also agreed that the position of Medical Unit Secretary, Corrections will also be included within the positions identified in Case No. EL-2000-050

The positions identified in Case No. EL-2000-044 are:

Registered Nurse (RN)  
Mental Health Specialist  
Staff Physician  
Nurse Practitioner

The parties have also agreed that the positions of Licensed Mental Health Specialist, Corrections and Physician Assistant will be included within the positions identified in Case No. EL-2000-044

## **ARTICLE 2**

### **EQUAL OPPORTUNITY**

- 2.1 The County 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. The Union agrees to cooperate with the County in adhering to applicable federal and state laws. The Union agrees to support the County in its endeavor to create equal opportunity for all employees and prospective employees.

## **ARTICLE 3**

### **DUES DEDUCTION**

#### 3.1 DUES WITHHOLDING

Upon receipt by the Employer of a signed written authorization form from an employee covered by this Agreement, in a form acceptable to the Employer, the 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. The Employer will remit dues withheld from employee pay to the Union within thirty (30) days from the date of deduction. A list of dues paying members shall be sent to the local Union's designated electronic e-mail address monthly. Changes in Union membership dues rates will be certified to the 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 Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within thirty (30) calendar days after a remittance is made by the Employer, with reason(s) the Union believes the remittance is incorrect. The Union will indemnify, defend and hold the Employer harmless against all claims made or expenses incurred and against any suit instituted against the Employer on account of any deduction of Union dues. The Union will also pay to the Employer an administrative fee equal to one percent (1%) of the dues deducted by the Employer and remitted to the Union, which the Employer may withhold from the amounts remitted to the Union.

### 3.2 EFFECTIVE DATE

The effective date for deducting dues shall be the next payroll date at least fifteen (15) days following the date the signed written authorization for dues deduction is received by the Employer. An employee may withdraw his/her written authorization for dues deduction upon written notice to the Employer at least fifteen (15) days prior to the next payroll date. The Employer will forward a copy of the employee's written notice of the withdrawal authorization for dues deduction to the Local Union President within fifteen (15) days of the Employer's receipt of the withdrawal notice from the employee.

The effective date for stopping the dues deduction shall be the next payroll date at least fifteen (15) days following the date the signed written form for stopping dues deduction is received by the Employer.

If, for any reason, the employee's employment with the Employer ends, the effective date for stopping the dues deduction shall be the last date of employment.

### 3.3 NO REMITTANCE

No deduction shall be made from the pay of an Employee for any payroll period in which the Employee's net earnings during the payroll period, after all authorized deductions are less than the amount of dues to be checked off.

## ARTICLE 4

### MANAGEMENT RIGHTS

- 4.1 The County reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.
- 4.2 The Union and the employees covered under this Agreement recognize and agree that the County has the sole and exclusive right, except as specifically provided for in this Agreement, to exercise complete and unhampered control to manage, direct any and all of its operations and totally supervise all County employees. Accordingly, the County specifically, but not by way of limitation, reserves the sole and exclusive right to:
  - A. Take whatever action may be necessary to carry out the mission and responsibility of the County in unusual and/or emergency situations;
  - B. Schedule and assign the work, including overtime work to the employees and determine the size and composition of the work force;



- C. Determine the scope of services to be performed, the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- D. Hire/promote and/or otherwise determine the criteria and standards/procedures of selection for employment;
- E. To determine the number, grade, and types of positions in any pay plan, which is or may be developed by the County;
- F. Fire, demote, suspend or otherwise discipline employees;
- G. Set procedures and standards to evaluate County employees' job performance;
- H. Lay off and recall and/or relieve employees from duty due to budgetary constraints or other reason;
- I. Maintain the efficiency of the operations of all departments of the County;
- J. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- K. Determine all training parameters for all County positions, including persons to be trained and the extent and frequency of training;
- L. Formulate, amend, revise and implement policy, rules and regulations, and require employees to observe and obey the County's policies, rules and regulations;
- M. Create, expand, reduce, alter, combine, assign, or cease any job;
- N. Use managerial, supervisory or other non-unit employees to perform work performed by employees of the unit;
- O. Merge, consolidate, expand, curtail, transfer or discontinue operations, temporarily or permanently, in whole or part, in the County's sole discretion
- P. Establish, amend, revise and implement any program and/or procedures, and to determine the structure and organization of County government, including the right to supervise, subcontract, expand, consolidate or merge any department or service, and to alter, combine, eliminate or reduce the structure of any County department, function or any personnel amendment to, or required by, any function or department;

- Q. Conduct studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on such studies;
  - R. Institute, modify or terminate any bonus or work incentive plan;
  - S. Determine when, for how long, and in what manner compensatory time may be taken by an employee including, without limitation, whether the opportunity to take compensatory time off work may expire or be limited.
  - T. Alter or vary past practices.
- 4.3 Any of the rights, powers and authority that the County had prior to entering into this collective bargaining agreement are retained by the County.
  - 4.4 If the County fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the County's right to exercise any or all of such functions.
  - 4.5 In interpreting this Agreement, there shall be absolute and complete regard for the rights, responsibilities and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights, responsibilities and prerogatives, except as may be expressly provided in this Agreement. The Union and the employees covered under this Agreement recognize and agree that past practices of the County shall not be relied upon for any purpose that would impinge upon or curtail the management's rights specified herein, unless expressly provided by the terms of this Agreement.
  - 4.6 The exercise of the above rights by the County does not preclude employees or their representatives from raising a grievance should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

## **ARTICLE 5**

### **POLICIES: RULES & REGULATIONS**

#### **5.1 APPLICATION**

Except as modified by a specific provision of this Agreement, the Orange County's Policies, Operational Regulations, Rules & Regulations, County and divisional standard operating procedures and any amendments or modifications thereto shall govern the employees covered hereunder. Should Orange County exercise its discretion to amend or modify any provision of the Policy Manual and Operational Regulations, Rules & Regulations, and/or standard operating procedures, it shall mail or deliver a copy of any such amendment or modification to the Union fifteen (15) days prior to the effective date(s). The Employer shall furnish the Union two copies of all current or subsequently amended written rules

or regulations, policies, memoranda or other material pertaining to employer-employee relations distributed to members of the bargaining unit.

## **5.2 CHANGES**

Amendments, revisions or modifications of rules, regulations or policies that conflict with a specific term(s) of this Agreement are invalid, unless this agreement is likewise altered as agreed upon by the parties.

# **ARTICLE 6**

## **SAFETY AND HEALTH**

### **6.1 COOPERATION**

The Union and County shall cooperate in the enforcement of Orange County safety rules and regulations and all Florida Statutes regarding safety and health 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.

Employees who believe that they have been given an unsafe directive or work assignment shall address their concern via the Health Services chain of command.

### **6.2 SAFETY MEETINGS**

The County and the Union agree to meet and confer on matters of safety upon the written request of the other. The Director of Health Services or his/her designee shall request and represent the County, and the Union Chairman his/her designee shall request and attend these 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. It is understood that these meetings shall not be used to renegotiate this Agreement. Such meetings shall be scheduled within ten (10) working days of the receipt of the written request and at a time and place mutually agreeable to both parties. Upon request, the County shall provide a written response to the Union's concerns.

## **ARTICLE 7**

### **DRUG TESTING**

- 7.1 The County and the Union mutually agree that employee substance and alcohol abuse constitute a danger to the employee, fellow employees and the general public. It is further agreed that the safety of public property and equipment is placed in jeopardy if an employee is under the influence of a controlled substance, narcotic, drug or alcohol. Furthermore, the Union and the County will work together to provide a drug-free workplace as defined under Florida Statute 440.102. It is the policy of the County that the unlawful manufacture, sale, distribution, dispensation, possession or use of drugs or alcohol, as determined by federal or state law, whether on-duty or off-duty or being under the influence of drugs or alcohol in the workplace, on County property or as part of any County activities is expressly prohibited.
- 7.2 To allay public concerns regarding substance and alcohol abuse by Public employees and to mitigate the danger to other employees in the workplace, the County and the Union mutually agree that the following provisions will be implemented.
- A. The Department Director or his/her designee may order an employee to submit to any type of random toxicology or alcohol testing deemed appropriate. Employees shall be selected for random testing in such a manner as to ensure that each employee, regardless of his/her position, will have an equal chance of selection. Thereafter, the provisions of paragraphs C, D, E and F below shall apply.
  - B. Upon reasonable suspicion that an employee has been on duty or has reported on duty with any controlled substance, narcotic, drug or alcohol in his/her system; or, if an employee has been arrested for any drug related offense, the Department Director or his/her designee may order an employee to submit to any type of toxicology or alcohol testing deemed appropriate. Thereafter, the provisions of paragraphs C, D, E and F below shall apply. For the purpose of this paragraph, the term "reasonable suspicion" shall mean a belief on the part of the Department Director, his/her designee or any division supervisor that the information upon which the suspicion is based is reliable. For documentation purposes, this information shall be reduced to writing within a reasonable time of the order to submit to testing. Any on-the-job injury or accident involving a bargaining unit member or any evaluation that prevents an employee from being eligible for an annual pay increase, constitutes reasonable suspicion under this article.

- C. A County-designated physician and/or other appropriate County-designated entity will collect test samples and a proper chain of custody will be established to insure the veracity of test results. An independent laboratory contracted by the County will conduct tests. This laboratory will be state-certified with professional association certification by internal and external proficiency testing.
- D. When an employee is directed to provide an original specimen, the specimen will be divided into two (2) parts and appropriately labeled one and two with the date and time of the collection. The laboratory will conduct a screening test on the first portion and, if the laboratory test yields a positive result, then the laboratory will conduct a confirming test on the first part of the sample that was tested by gas chromatography/mass spectrometry to verify the positive test result. If the first-tested portion is confirmed as a positive result, the employee will be suspended without pay pending the results of any drug test investigation and while awaiting the results of any re-test, if requested. If the employee does not request that the second portion be tested, the employee will be discharged from employment.
- E. Upon written request from the employee, the laboratory will conduct a test on the second portion of the original sample, if the request is received within seventy-two (72) hours of the time the employee is notified of a positive test result on the first portion of the original sample.

If requested to conduct a test on the second portion, the laboratory will confirm any positive test result by a gas chromatography test on the second portion of the original sample. If the employee does not request that a second portion be tested, or the second portion is tested and yields another positive result, the employee will be subject to disciplinary action, up to and including discharge from employment.
- F. For alcohol testing purposes, employees will be asked to provide test samples that will be submitted to an appropriate alcohol testing procedure. For the purposes of this article, the County and the Union mutually agree that a 0.04 or greater level will deem the employee to be impaired and will be considered a positive test result. A positive test result will result in discharge from employment.
- G. Employees who are using any over-the-counter drugs or medications or any drugs or medications lawfully prescribed by a physician shall provide this information to the entity obtaining the samples at the time the samples are provided.
- H. Employees who refuse to comply with the provisions of this Article, including but not limited to refusing to report for drug and/or alcohol testing at the time and place directed, or tampering with test samples at anytime during the process will be discharged.

- I. The parties agree that the test results and all other medical reports shall remain confidential and not subject to public release. The County in any litigation or arbitration in which it is involved with an employee may use the test results and all other medical reports to the extent it deems necessary.
- J. The County intends to provide the opportunity for employees to enter a County-approved/sponsored rehabilitation program. The parties agree that the County has the sole authority to determine whether to maintain and/or continue any County –approved/sponsored rehabilitation program and that the County, in its sole discretion, may limit any approval for an employee to enter such program. An employee may be allowed to voluntarily enter such program, prior to being directed to report for drug/alcohol testing, assuming the employee has no history of substance influence or use, that no disciplinary action is pending and the employee has done nothing for which he/she could be subject to disciplinary action at the time of such request. The County and the Union encourage employees to volunteer in seeking assistance by way of professional counseling. If an employee volunteers for assistance, his/her situation would be reviewed on a case-by-case basis before any decision is made to impose discipline.
- K. If an employee enters a County-approved/sponsored rehabilitation program in accordance with paragraph J., then, upon successful completion of rehabilitation (as determined by a County–designated physician) the employee shall be returned to work in his/her regular position or an available position. If follow-up care is prescribed after treatment, the County may impose such as a condition of continued employment.

Immediately upon an employee's discharge from a rehabilitation program, the employee will provide the County with documentation of the follow-up care requirements as well as permission for the County to ascertain whether the employee has been and/or is abiding by the program requirements. Moreover, it is agreed that entry into such a rehabilitation program shall be deemed to constitute reasonable suspicion that the employee has in his/her system or is using controlled substances, narcotics, drugs or alcohol and that, accordingly, the employee may be subject to testing at the discretion of management at any time for a period of two (2) years from the employee's return to work or for any longer period of time specified by a County-approved/sponsored rehabilitation program. Should an employee refuse to submit to testing in accordance with the provisions of this paragraph, to voluntarily enter a County-approved/sponsored rehabilitation program, to successfully complete and otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care; or, should the employee test

positive for drugs or other controlled substances, narcotics, or drugs or alcohol, the employee shall be immediately dismissed.

- L. The County retains the absolute right and discretion to determine whether the specific circumstances of positive test results warrant discharge or lesser disciplinary action. The failure of the County to impose a particular disciplinary action in one situation will not prejudice the County's right to impose such (or a different) disciplinary action in another situation. Similarly, the failure of the County to extend an opportunity to enter any County-approved/sponsored rehabilitation program will not prejudice the County's right to extend the opportunity in another situation.

## **ARTICLE 8**

### **PERFORMANCE EVALUATION**

- 8.1 Employees shall be evaluated at least annually, within thirty (30) days of the employee's PeopleSoft Review Date unless there are extenuating circumstances, by an appropriate member of management. All employee evaluations shall be a standard format approved by management and in writing. Immediately after the evaluation is signed by the employee, a copy must be provided to the employee.
- 8.2 In the event an annual performance evaluation causes an employee to be ineligible to receive an annual wage increase, the employee may discuss the performance evaluation with his/her immediate supervisor that completed the evaluation within ten (10) working days of receipt of the evaluation. If the employee is not satisfied with the decision of the immediate supervisor he/she may within ten (10) working days after the meeting with the immediate supervisor request that the Division manager or designee review the evaluation. If the employee is not satisfied with the decision made by the Division manager, the employee within ten (10) working days may request that the Department director or designee review the evaluation. The review and decision of the Department director or designee shall be considered final and shall not be subject to the Grievance Procedure of this Agreement.

## **ARTICLE 9**

### **DISCIPLINARY PROCEDURES**

#### **9.1 STANDARDS FOR DISCIPLINE**

The County and the Union agree that all employees are subject to the terms of this Agreement, to the rules, regulations and procedures used by the Department, and those set forth in the County Policy Manual and Operational Regulations, SOP's, and Regulations. Disciplinary action may include the following:

- Oral Warning
- Written Reprimand
- Reassignment (Demotion)
- Suspension
- Discharge

Disciplinary action shall be subject to the grievance procedure. This section shall not apply to counseling and/or instruction.

All members, as well as non-dues paying employees of Health Services Division of the Health Services Department, will follow all written and/or verbal orders from superiors, even if such orders are alleged to be in violation of or in conflict with this Agreement.

#### **9.2 REPRESENTATION AT MEETINGS**

Members of the Bargaining Unit have the right to request Union representation at all meetings with management when the employee reasonably believes disciplinary action may result. Employees, including non-dues paying employees, may request the presence of an employee or other representative in all meetings with management when the employee reasonably believes he/she may be disciplined.

#### **9.3 DURATION OF DISCIPLINE**

Verbal warnings and written reprimands shall not be considered as a basis for further disciplinary action if there has been no disciplinary action taken against an employee for eighteen (18) months from the last date of disciplinary action.

#### **9.4 INVESTIGATION PROCEDURES**

All investigations of employee misconduct will be conducted in accordance with Orange County Policy Manual and Operational Regulations, or Standard Operating Procedures of Orange County and/or the Department and all applicable Florida Statutes.



## 9.5 COMPLETION OF INVESTIGATION

Investigations conducted internally within and by the Health Services Department into alleged employee misconduct will normally be completed within forty-five (45) working days of the date of the commencement of the investigation. If the Department needs an extension of time to complete an investigation, the Department will send a letter to the Union and the employee notifying them of a forty-five (45) working day extension of the investigation.

Investigations not completed within forty-five (45) working days shall be classified as "closed with no findings" unless an extension(s) is/are noticed.

## 9.6 RESIGNATION

Any member of the bargaining unit may resign at any time during an investigation. Any employee electing to voluntarily resign during a pending investigation waives the right to any claim or action under the grievance and arbitration provisions of the Agreement.

## 9.7 NO DISCIPLINE WITHOUT PROPER CAUSE

No member of the bargaining unit will be disciplined or discharged without proper cause.

## 9.8 The Union may conduct an investigation concerning discipline imposed on any member of the bargaining unit. The Union will be granted access to the facility, witnesses and documents as required by law. Normally, such investigation shall be conducted on non-working time by a union designated employee (steward or officer). To the extent the investigation involves the interviewing of witnesses at the facility, it must be during non-working time of the investigator and the employee being interviewed.

## 9.9 Orange County reserves the right to suspend an employee without pay for a reasonable period of time pending a Predetermination Hearing with the written approval of the Human Resources Director.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

**10.1 DEFINITION OF GRIEVANCE**

For purposes of this contract, the term grievance shall mean any dispute between the Employer and the Union concerning the interpretation or application of an express provision of this Agreement. Probationary employees shall not be entitled to access the grievance procedure for disciplinary action.

**10.2 INITIAL STEPS OF GRIEVANCE**

Any alleged grievance shall be taken up with the employee's immediate supervisor prior to the grievance being submitted to the Division Manager. Each grievance will be presented in the manner described herein and shall not be considered or entertained unless so presented. The grievance may be filed either by a Bargaining Unit member or by the Union. Union grievances shall automatically be handled at Step Two. A grievant and management may mutually agree to waive Step One in any grievance.

Both the Employer and the Union agree that it is best when disputes are settled at the earliest possible point and as such, except where the Union is filing the grievance, the County and the Union agree that the employee and Union will make an effort to discuss the issues with the immediate supervisor in order to resolve the issues before a grievance is filed. Grievances should be raised at the earliest time possible. All grievances must be raised within ten (10) working days after the grievant or the union knew or should have known of the action being grieved.

Grievances must be processed in the manner prescribed herein and in strict accordance with all time limits. No grievance shall be considered proper or need to be processed, unless made pursuant hereto and unless it alleges a violation of this Agreement or depends upon the interpretation or application of one or more of the provisions hereof.

**10.3 PROCESSING OF GRIEVANCES**

Grievances will be processed in the following manner:

- A. The Grievance shall be filed on a proper form provided by the County and shall refer to the provision(s) of the contract alleged to have been violated and shall set forth the basic facts pertinent to the alleged violation(s).

- B. A matter otherwise constituting a grievance not presented within the time limits and in compliance with this Article shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed and only facts disputed as timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or arbitration within the time limits prescribed herein for such advancement, shall be similarly barred.

Failure on the part of the County to respond within the time limit set forth at any step requires the aggrieved employee or Union to proceed to the next step. Failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit shall cause the matter to be barred, as set forth in this paragraph.

- C. A time limit at any stage of the grievance or arbitration procedure may be extended by written mutual agreement of the Union and the County.
- D. All grievances shall be dated and signed by the grievant or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the County's representative at that step.
- E. 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 section or sections of this Agreement claimed to have been violated; and,
  3. The remedy or correction requested.
- F. In computing time limits under this Article, Saturdays, Sundays and agreed holidays under this Agreement shall not be counted. A working day is one (1) twenty-four (24) hour period. Unless mutually agreed, all grievance hearings will be between 8:00 a.m. and 5:00 p.m., Monday through Friday, except designated County holidays.
- G. Any grievance filed on behalf of or for the benefit of any employee(s) must specifically identify all such employee(s) and may not be amended after completion of Step 2. No monetary or other relief shall be granted or awarded to any employee(s) not so identified.

- H. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated County official, the grievance must be submitted to the Human Resources location responsible for supporting either the Corrections or Health Service Department via facsimile, email, or hand delivery during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, except designated County holidays. Electronic submission shall not automatically be construed as the County's acceptance of the grievance if the grievance is not submitted timely and/or in accordance with the grievance procedures.

If the grievance is transmitted by facsimile, the grievant must simultaneously forward the original hard copy by interoffice mail or email to the Human Resources location responsible for supporting the Health Services Department no later than the first step of the grievance process.

- I. Nothing in this Agreement shall prohibit the presence of a Union representative(s) at all steps provided in this procedure and/or to present any grievance.

#### 10.4 STEP ONE

An aggrieved employee or the Union shall present the grievance in writing to the aggrieved employee's Division manager or designee within ten (10) working days of the knowledge of the occurrence that gave rise to the grievance. Upon receipt of the grievance, the Division manager or designee shall forward a copy of the grievance to the Director and the Human Resources Director. In the event a grievance is filed by an individual bargaining unit member without Union involvement, the Division manager shall provide a copy of the grievance to the Union offices.

The Division manager or designee will, if requested, meet with the Union and the grievant to discuss the grievance. The Division manager will make a decision and communicate it in writing to the grievant, the Union and the Human Resources Director on the prescribed form within ten (10) working days from the date the grievance was received or the date on which the requested meeting was held, whichever is later.

#### 10.5 STEP TWO

If the grievance has not been resolved with finality at Step One, the aggrieved employee or Union may, within ten (10) working days following the answer provided at Step One, present the grievance in writing on the original grievance form to the Director of Health Services Department or his/her designee. The Director or designee shall conduct a meeting with the grievant within ten (10) working days of receipt of the written grievance. The grievant may be accompanied at this meeting by a Union representative, who shall have full authority to speak for or act on behalf of the grievant.

The Director or designee will make a decision and communicate it in writing to the Union, the grievant and the Human Resources Director on the prescribed form within ten (10) working days after the meeting date.

An oral warning or written reprimand cannot go past Step Two. Probationary employees cannot go past Step Two (2) for any non-disciplinary grievance.

## 10.6 ARBITRATION

If a grievance is not resolved by the foregoing grievance procedure, the Union within twenty (20) working days after the Step 2 decision, shall give to the County, by hand delivery or by registered or certified mail, written notice of its desire to submit the matter to arbitration. Said written notice shall include a written statement of the position of the Union with respect to the arbitrable issues.

Within ten (10) business days of such notice, the Union shall request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators experienced in the field of the subject to be arbitrated. The list will be sent to both the Union and the appropriate County representative. Within ten (10) business days after receipt of the list of arbitrators, the Union and Employer shall, beginning with the Union, alternately eliminate names one at a time from the list of persons, until only one remains and this person shall be the arbitrator. This may be conducted telephonically. Failure to adhere to the time limits in this paragraph shall be considered a withdrawal of the request for arbitration and the grievance will be considered resolved on the basis of the decision at Step 2.

After the Union gives notice of its intent to arbitrate, the parties may agree to conduct mediation through the Federal Mediation Conciliation Service prior to the date of the arbitration hearing.

## 10.7 CONDUCT OF HEARING

- A. As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the subject matter of the dispute. The written decision of the arbitrator will be served upon the County and the Union.

It will be the obligation of the arbitrator to the County and the Union to make his/her best effort to rule on the cases heard by him/her within twenty-one (21) calendar days of the arbitration hearing.

- B. Any party may be represented at the arbitration hearings by counsel or other representative.
- C. The hearing shall be conducted by the arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of the parties. Normally, the hearing shall be completed within one (1) day.

- D. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and the stenographic services. In the event that both parties agree to have stenographic services at the hearing, said parties shall share equally the cost of said service and transcripts.
- E. Unless otherwise mutually agreed in advance, the submission to the arbitrator shall be based on the original written grievance submitted in the Grievance Procedure. The arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing by the County and the Union and shall have no authority to consider or rule upon any other matter that is stated in this Agreement.
- F. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement, as herein expressly set forth. He/she shall not have the authority to add to, subtract from, or modify any of said terms or to limit or impair any right that is reserved to the County, Union or employee, or to establish or change any wage or rate of pay that is contained in the Agreement, or to increase any discipline.
- G. No decision of any arbitrator in any one case shall create a basis for retroactive adjustment in any other case.
- H. The arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy, subject to the provisions of this Agreement, permitted by law. The arbitrator shall not, however, order the destruction of investigative records of Orange County Corrections Health Services Division, except in accordance with State law.
- I. The party requesting arbitration may withdraw from the arbitration proceedings at any time; however, the withdrawing party shall assume full responsibility for any costs related thereto.
- J. 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.
- K. The expense of the arbitrator shall be borne equally by the parties. Each party shall make arrangements for and pay for their witnesses.
- L. Where the Union is not a party and does not represent the grievant in the arbitration proceedings, the grievant will bear one-half ( $\frac{1}{2}$ ) the cost of the compensation and expenses of the arbitrator. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. If the grievant is not represented by the Union at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order or certified check, to be held by the County in escrow, in an

amount equal to the full amount of the estimated arbitration costs. If there is a dispute as to the estimated costs, said dispute shall be submitted in writing to the arbitrator for resolution prior to the hearing. This deposit must be made prior to the date the arbitrator's cancellation fee applies. The Union will not be responsible for the costs of an arbitration to which it is not a party.

- M. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from employment by the County, less any County-provided pension, paid leave, Worker's Compensation, unemployment and/or wages or income from other employment.
- N. No decision of any arbitrator or of the County in any one case shall create the basis for retroactive adjustment in any other case. In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of ten (10) working days prior to the date of filing of the grievance.

## **ARTICLE 11**

### **UNION BUSINESS**

#### **11.1 AUTHORIZED REPRESENTATIVES**

Members of the Bargaining Unit selected to serve as authorized representatives of the Union shall be certified in writing to the Employer.

Except as provided to the contrary elsewhere herein, each representative will be expected to perform his/her duties as a representative of the Union on his/her own time. However, it is recognized that from time to time it may be necessary for Union activities to be carried on during working hours; for example: investigation and processing of complaints, disputes, and grievances and predetermination hearings. The County may, in its sole discretion, allow such activity to occur during working time. If allowed by the County, a reasonable number of representatives may be utilized to conduct such business, but such shall not exceed two (2) employees per A and B shift.

During collective bargaining between the Union and the County to renew, renegotiate, extend or modify this agreement, Union representatives will be compensated only to the extent the negotiations take place during scheduled working time of the representative. Provided, however, that the Union representative must have taken all necessary steps to notify his/her supervisor that he/she will be absent from work in sufficient time for the supervisor to make alternative arrangements to deal with the representative's absence.

The procedures for conducting such business are set forth below:

No employee shall conduct Union business while on overtime. Any employee acting as a Union representative in a facility, area or during a shift other than his/her own shall notify the supervisor of such area and shift that he/she will be present.

Union authorized representatives who are not County employees shall be allowed access to the secure confines of the facility to meet with bargaining unit members during their non-working time in attorney meeting rooms, subject to the authorization in writing by the Chief of Corrections/designee. If approved, the Union authorized representative may be required to meet Corrections Department security requirements.

## 11.2 MANAGEMENT/LABOR MEETINGS

The Director of the Department or his/her designee shall meet as needed, but at least quarterly, with representatives of the Union. The purpose of such meetings is to formally discuss matters of concern and/or interest to either party.

## 11.3 ATTENDANCE AT PROCEEDINGS

The County shall make available time off from work for Union designees to take part in the following Union business or activities.

- A. CBA Negotiations [up to four (4) employee(s);
- B. Grievance Proceedings, Disciplinary Proceedings and Arbitration [one (1) employee(s)];
- C. P.E.R.C. Proceedings [one (1) employee(s)];
- D. Investigations [one (1) employee(s)].

Upon reasonable notice, but in no event not less than twenty-four (24) hours written notice, excluding weekends and holidays, such Union designees shall be released from duty to take part in the Union business or activities listed above, if the needs of the Department permit. If, because of the needs of the Department a Union designee cannot be released at the time desired, the Union may, at its choice, either have an alternate authorized Union designee released from duty during the required time or request to have the event rescheduled. Such a request shall not be unreasonably denied.



#### 11.4 TIME POOL

Except as provided below, each authorized Union representative shall be expected to perform his/her union duties on his/her own time. Nevertheless, the County and the Union agree to establish a Union Time Pool to be used by an off-duty authorized Union representative in the performance of his/her purely administrative duties. (Administrative duties shall include such things as collective bargaining, processing grievances, attending to Union banking needs, conferences etc.)

The County and the Union will each contribute up to 200 hours of personal leave on an equal basis (for a maximum total of 400 hours) to the Union Time Pool in each fiscal year of this Agreement. Beginning on the date of ratification and every February and August thereafter, the Union may conduct a contribution drive during one pay period. For purposes of determining the value of the hours contributed by the Union, the parties agree that the rate shall be the hourly rate of the employee making the contribution. Hours contributed by the County and the Union which remain unused at the end of the fiscal year will be rolled over to the next fiscal year.

The Union must submit a written request to utilize the Union Time Pool to the Director or his/her designee for approval a minimum of twenty-four (24) hours prior to the requested time. The Director or his/her designee shall notify the Union of his/her approval or denial of such request within a reasonable period of time. The approval or denial of any request which fails to comply with these requirements shall be at the sole discretion of the Director or his/her designee.

The Union agrees to indemnify and hold harmless the County, its agents, employees, and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the County or its agents, employees or officials. The term "officials" includes elected or appointed officials.

Withdrawals from the Union Time Pool shall be deducted on an hourly basis, regardless of the authorized Union representative's rate of pay.

#### 11.5 Cell Phone Usage

Union Officers and or designated stewards may bring up to a total of four (4) union-issued cell phones into the Correctional Facility to use for union business during the work shifts. The union president shall provide management with written notice of the cell phone numbers for the issued cell phones and the individuals who will be using them during the work shifts, and any changes thereto.

## 11.6 Bargaining Unit Information

A. The County shall provide, upon written request to County Human Resources, a list of all bargaining unit employees, in Excel format containing the following information:

1. Name
2. Department
3. Job Title
4. Hire Date
5. Hourly Wage
6. Pay Grade

B. The County shall provide, upon written request to Corrections Health Services Administration, a list of all bargaining unit employees, in Excel format containing the following information:

1. Shift

C. The Union may present a written request for the above employee information twice every calendar year.

## 11.7 New Employees

The Union President shall be notified of all new employees in the bargaining unit and provided with their respective work emails for introduction purposes.

# ARTICLE 12

## NON-DUES-PAYING MEMBERS

### 12.1 RIGHT TO JOIN OR NOT JOIN UNION

Any employee shall have the right to join or not to join the Union as provided for in State law and P.E.R.C. rules, without interference, intimidation or coercion by either the County or the Union.

### 12.2 RIGHTS OF NON-DUES PAYING MEMBERS

Employees who do not join the Union may enjoy the rights and privileges of this Agreement, with the understanding that the Union is not obligated (except as may be set forth in State law) to and will not assist any non-member in obtaining any right or privilege sought to be enforced hereunder. In particular, the Union will not represent non-members in disciplinary hearings, grievances or arbitration, but may attend such proceedings.

### **12.3 RESOLUTION**

Any agreement or resolution reached between the County and any non-member, may not conflict with the terms of the existing collective bargaining agreement.

## **ARTICLE 13**

### **PROHIBITED ACTIVITIES**

#### **13.1 NO STRIKE**

No employee will, under any circumstances or for any reason, including but not limited to, alleged or actual breach of this contract, alleged or actual unfair labor practices under an anti-discrimination law, or sympathy for or support of any other employees or any other union or their activities, call, encourage, ratify, participate in or engage in any strike, work stoppage, slowdown, sick-in or other interruption of work, or fail or refuse to cross or pass any picket line or other demonstration. The Union fully supports the Employer in maintaining normal operations. Further, the Union and its officers will use every reasonable means to prevent or terminate such actions.

#### **13.2 DISCIPLINE**

Recognizing that Florida law prohibits the aforementioned activities, the Employer retains the absolute right to discipline up to and including discharge any employee participating in or promoting any of these activities. The exercise of such rights by the Employer will not be subject to recourse under the grievance procedure.

#### **13.3 INJUNCTION**

It is recognized that the Employer is responsible for and engages in activities, which provide for the health, safety, and welfare of the citizens. Accordingly, in the event of any violation of this Article, the Employer is entitled to seek and obtain immediate legal and/or equitable relief in any court of competent jurisdiction.

#### **13.4 DAMAGES**

Actions for monetary damages arising from alleged violations of this article are not subject to the grievance procedure of this contract. The union shall not be liable for actions of individual employees, provided it has used every reasonable means to prevent violations of this article.

## **ARTICLE 14**

### **SENIORITY**

- 14.1 Divisional Seniority shall generally, and unless otherwise specified in this Agreement, be defined as an employee's most recent date of continuous employment in the Health Services Division at Corrections—so long as the employee has been carried for payroll purposes as a permanent employee.

Classification Seniority shall generally, and unless otherwise specified in this Agreement, be defined as an employee's most recent date of continuous employment in a classification within the Health Services Division at Corrections.

Seniority will continue to accrue during all types of County-approved leave, except for a leave of absence without pay for more than thirty (30) calendar days. In the event an employee is on leave of absence without pay for more than thirty (30) calendar days his/her Divisional and Classification Seniority dates will be adjusted for an equivalent period for each day of unpaid leave of absence.

Divisional Seniority will be used as a factor for the purpose of scheduling vacations. Seniority shall be used only for a single vacation request made between January 1 and January 15 of each calendar year for all requests for the next successive twelve calendar months. All other requests submitted after this timeframe shall be on a first come first choice basis. All vacations/time-off request, however, are subject to the operational needs of the Division at the time they are scheduled to be taken. Vacation requests shall not be unreasonably denied.

- 14.2 In cases of promotions, layoffs, filling of vacancies, shift changes or lateral transfers, Classification Seniority will be used as a factor along with qualifications, work record, and other relevant work-related factors used by the Department to make these determinations.
- 14.3 All newly hired employees shall be on probation for the first six (6) months of service with the County, and all promoted employees will be on probation the first six (6) months in the new position.
- 14.4 If an employee's performance is unsatisfactory during the probationary period following promotion, the employee may be returned, through demotion, to the previous position or classification from which the employee was promoted, provided that a vacancy still exists in that previous position or classification and the County has not determined to reclassify, transfer, or eliminate the vacant position.

14.5 Employees shall lose all seniority as a result of any of the following:

- A. Resignation. It is agreed that a bargaining unit employee who resigns on a date occurring on or after Board approval of this Agreement solely for the purpose of gaining experience required by the County for a bargaining unit position, and is subsequently rehired by the County into a bargaining unit position covered under this Agreement, shall have his/her seniority restored provided the following criteria is met:
  - 1) The employee provided the County at the time of resignation with written documentation which indicates the reason for resignation is related to gaining the experience required by the County for the next level bargaining unit position.
  - 2) The employee returns to County employment within thirty-six (36) months of separation.
- B. Termination
- C. Retirement
- D. Layoff exceeding twelve (12) months

## **ARTICLE 15**

### **WORKING OUT OF CLASSIFICATION**

- 15.1 When a non-probationary employee is required to work full time outside his/her classification for more than ten (10) consecutive scheduled working days, as assigned and approved by management, and said work outside his/her classification is in a higher pay range, the employee shall be paid according to subsection 15.2 after the ten (10) consecutive scheduled working days.
- 15.2 The rate of pay for work in a higher classification is determined at a five percent (5%) increase or to the minimum of the new classification, whichever is greater.

## **ARTICLE 16**

### **OUTSIDE EMPLOYMENT**

- 16.1 County employment must be considered an employee's primary employment and responsibility. Nevertheless, each employee may engage in outside employment or business activities, provided that such is not inconsistent or incompatible with, or does not interfere with the proper discharge of employee's duties and responsibilities for the County, or violate the County's or Department's code of ethics.
- 16.2 Written notification of outside employment or business activity must be provided to the employer prior to starting the employment or business activity. Any conflict of interest, or perceived conflict of interest, will be handled in accordance with County Policy.

## **ARTICLE 17**

### **USE OF E-MAIL SYSTEM**

The parties acknowledge that, on occasion, it may be efficient for the Union to use the County e-mail system. The parties also acknowledge the County's right and need to control the content of any e-mail to avoid liability for certain inappropriate use of e-mail, including, but not limited to, violation of this Agreement, County policy, loss of productivity, unauthorized access to internet sites, and communications that are detrimental to the professional operation of the Department. Subject to the same limitations and conditions as contained in the Article on Bulletin Boards, and provided that the use of the e-mail system does not affect operations, the Union may use the e-mail system to allow membership to vote on contract issues and to communicate with the Board of Directors.

## **ARTICLE 18**

### **REIMBURSEMENT FOR LICENSE FEES**

- 18.1 The County will reimburse non-probationary employees for fees paid by them for their base professional license. The fee will be reimbursed upon the submission of satisfactory proof that the employee has actually paid the fee for renewal of his/her license.

- 18.2 If after being reimbursed for the fee paid to renew his/her license an employee's employment is severed either by the County or the employee during the first 24 months of the employee's employment with the County, the employee shall reimburse the County for the percentage of the license fee that corresponds to the percentage of the period of time remaining on the license renewal. For example, if an employee is reimbursed for the two-year renewal of her/his license during the 15th month of employment and then resigns during the 18th month of employment, the employee would be required to repay to the County 21/24 of the license renewal fee.

## **ARTICLE 19**

### **INSURANCE**

- 19.1 Health and life insurance benefits shall be provided to the employees covered hereunder in the same manner and under the same policies, procedures, and conditions as are applicable to all other County employees.

The union shall be entitled to a representative on the Employee Benefits Committee. The representative shall be informed of date, start time, and location of the meeting at least thirty (30) days in advance when possible. The representative shall not incur loss of pay for attending the Employee Benefits Committee meetings.

## **ARTICLE 20**

### **BULLETIN BOARDS**

#### **20.1 GENERAL**

The County agrees to provide space on County controlled bulletin boards for Union use if it determines that space is available. Where bulletin board space is not available the County may, if it deems reasonable, provide wall space for Union-purchased and installed bulletin boards. The number of such bulletin Boards or the amount of space made available for Union use shall be at the County's discretion.

#### **20.2 MATERIALS**

All materials placed upon the bulletin boards by the Union will be signed by the Union Chairman or his/her designee, and copies of any materials to be posted will be filed with the Director of Health Services or his/her designee at least one (1) business day prior to posting. The approval will be for one (1) year. The Director or designee may at discretion disapprove such posting. Disapproval will be conveyed to the Union within one (1) working day of receipt of the request.

### 20.3 FORBIDDEN MATERIALS

The Union shall not post any materials, which are obscene, defamatory, impair the operations of the Health Services Division, violate any provision of this Agreement or any County policy or which constitute political campaign material. Materials placed up on the Bulletin Board shall pertain only to Union business and activities and shall not contain anything political, nor anything reflecting adversely upon the County, any of its employees, officials, elected representatives, constituents or independent agencies. No materials, notices or announcements that violate the provisions of this section or any County policy shall be posted.

### 20.4 USE OF ELECTRONIC BULLETIN BOARD

Subject to the same restrictions, the Union may post materials on the electronic bulletin board, subject to reasonable limitations regarding space availability. Before such posting can take place permission must be obtained from Director of Health Services or his/her designee.

## **ARTICLE 21**

### **NONDISCRIMINATION**

- 21.1 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.
- 21.2 The Union will not discriminate with regard to terms and conditions of membership because of race, color, religion, sex, age, national origin, political affiliation, handicap or marital status.
- 21.3 Matters arising under this Article will not be subject to resolution under the grievance procedure of this Agreement.



## ARTICLE 22

### HOLIDAYS

#### 22.1 HOLIDAYS

- A. The following shall be recognized as official holidays:
- New Year's Day
  - Martin Luther King, Jr. Day
  - Juneteenth (If the County adds this specific holiday for all other County employees in addition to the number of employee holidays already recognized by the County for non-union employees as of October 1, 2021)
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve Day
  - Christmas Day
  - Floating Holiday
- B. The Floating Holiday may be used at the employee's discretion only with prior supervisory approval after satisfactory completion of six consecutive months of employment.
- C. If the work requirements of the department are such that an employee is required to work on any official holiday, the employee will be given another day off in that same work week or will receive holiday pay for the scheduled hours and will receive pay for the hours actually worked at a rate of one and one-half (1 ½) times the employees regular rate.
- D. Employees on personal, term or sick leave during periods when officially designated holidays occur do not have the day of the holiday charged against accrued leave, and holiday pay will be received.

#### 22.2 OPERATIONAL GUIDELINES

- A. The Floating Holiday must be taken within the calendar year or it will be lost. The request and approval for the use of the Floating Holiday will be subject to the same procedures and practices as vacation requests and approvals. Employees in a leave without pay status during the pay period in which a holiday falls will not receive holiday pay.
- B. If the employee is not scheduled to work the holiday, then holiday pay will only be paid if the employee works his/her last scheduled workday before the holiday and his/her first scheduled workday after the holiday ends,

unless upon return to the workplace the employee submits a valid doctor's excuse for the missed workday. If an employee is scheduled to work the holiday and calls in, the employee will not receive holiday pay for the holiday.

## ARTICLE 23

### WAGES

- 23.1 An annual longevity payment based on years of credited County service will be paid to current bargaining unit employees according to the attached payment schedule. Lump sum longevity payments shall be made annually in the first full pay period in November based on the years of service as of October 1 each year.

3 to 4 Years	\$250
5 to 9 Years	\$500
10 to 14 Years	\$800
15 to 19 Years	\$1,200
20+ Years	\$1,500

- 23.2 The Senior LPN, Corrections, classification will be retained at the rates set forth in the attached wage schedule. There will be no new Senior LPNs, Corrections. As a Senior LPN, Corrections, position is vacated the position will revert to the LPN, Corrections, category.

- 23.3 The County reserves the right to hire new employees at any rate within the attached wage ranges. The County may increase the wages of any job classifications at any time. Should the Public Employer increase wages pursuant to the above, the Public Employer will notify the Union within a reasonable period of time prior to the increase.

- 23.4 During the term of this Agreement, bargaining unit employees shall receive wage increases as follows:

- A. For Fiscal Year 2022-23, effective the first full pay period in October 2022, all bargaining unit employees with a satisfactory performance evaluation and on the active payroll will receive a minimum of a 8.0% base salary increase. This will be accomplished by adding 8.0% to the base pay for all bargaining unit employees other than LPNs, not to exceed the maximum of the employee's pay range. Any portion of the 8.0% increase that exceeds the maximum of the pay range will be paid in a one-time lump sum payment not added to base wages.

Effective the first full pay period in October 2022, the LPN position will be reclassified from pay grade 803 to 804, and each LPN on the active payroll will receive a 8.0% base salary increase, or the minimum of the new pay range, whichever is greater. This shall be the only salary increase for LPNs for Fiscal Year 2022-23.

If the Agreement is ratified by the bargaining unit employees before October 17, 2022, retroactive wages will be paid, if applicable. If the Agreement is ratified by the bargaining unit employees on or after October 17, 2022, there will be no retroactive wages paid. In such instance, the wage increase will be paid prospectively only, effective the first full pay period following the approval of the Agreement by the County (Board of County Commissioners).

- B. For Fiscal Year 2023-24, effective the first full pay period in October 2023, all bargaining unit employees with a satisfactory performance evaluation and on the active payroll will receive a minimum of a 4.0% base salary increase. This will be accomplished by adding 4.0% to the base pay, not to exceed the maximum of the employee's pay range. Any portion of the 4.0% increase that exceeds the maximum of the pay range will be paid in a one-time lump sum payment not added to base wages.
- C. For Fiscal Year 2024-25, effective the first full pay period in October 2024, all bargaining unit employees with a satisfactory performance evaluation and on the active payroll will receive a minimum of 4.0% base salary increase. This will be accomplished by adding 4.0% to the base pay, not to exceed the maximum of the employee's pay range. Any portion of the 4.0% increase that exceeds the maximum of the pay range will be paid in a one-time lump sum payment not added to base wages.
- D. Any future increases beyond Fiscal Year 2024-25 shall be negotiated.

- 23.5 Mental Health Specialists and Licensed Mental Health Specialists assigned to mental health, shall be paid \$30 for each weekday and \$40 for each weekend day or holiday they are required by management to carry a pager and be on-call by pager or phone.

Nurse Practitioners and Physician Assistants shall be paid \$40 for each day management requires the employee to carry a pager and be on-call by pager or phone and plus an additional \$75 for each weekend day or holiday (24 hour period) they are required by management to actually report to the work facility.

The employee must be available to return to the workplace within one hour of the call and must return telephone calls within 20 minutes. Monday through Friday (Weekday) call starts at 5:00 pm and ends at 7:00 am. Saturday and Sunday (Weekend and Holiday) call starts at 7:00 am and runs for a 24 hour period. On call shall be paid only when the employee is assigned on call duty for the full time period stated above.

- 23.6 Employees receiving annual lump sum payments shall be obligated to remain employed at Orange County through the end of the fiscal year for which the lump sum payments are made. If an employee that receives a lump sum payment

terminates employment prior to the end of the fiscal year for which the payment is made, the County will be entitled to recover the proportionate share of the lump sum payment.

- 23.7 Registered Nurses, Corrections, LPNs, Corrections, Nurse Practitioners, Corrections, Licensed Mental Health Specialists, and Physician Assistants, Corrections may earn the following bonus:

A. \$500 after the first twelve (12) months of initial employment.

- 23.8 Nurses assigned by management to serve as a Charge Nurse will be compensated an additional \$3.00/hour while performing that assigned function. Assignment as a Charge Nurse will not be considered as working out of class.

- 23.9 Management, at its discretion, may establish preceptor training requirements. Preceptor assignments will be rotated to the extent practical among the employees who management determines to have met the preceptor criteria.

Nurses assigned by management to serve as Preceptors will be compensated an additional \$2.00/hour while performing that assigned function. Assignment as a Preceptor will not be considered as working out of class.

- 23.10 Uniforms and Shoes:

A. Uniforms – An annual uniform allowance of \$300 for each fiscal year will be paid initially in the first full pay period of June 2022 to each active Registered Nurse, Corrections; Senior LPN, Corrections; LPN, Corrections; Dental Assistant, Corrections; Medical Unit Secretary, Corrections; and Medical Assistant, Corrections employed for the purchase of scrub jackets, scrub tops, and scrub bottoms. Thereafter, the allowance will be paid each fiscal year in the first full pay period of March to eligible bargaining unit members.

An annual uniform allowance of \$200 for each fiscal year will be paid to each Physician Assistant, Corrections and Nurse Practitioner, Corrections for the purchase of lab coats. The allowance will be paid each fiscal year in the first full pay period of March to eligible bargaining unit members.

B. Color of uniform will vary by position at the discretion of Management. Nothing herein prevents Management from replacing uniforms damaged in the line of duty that Management deems, in its discretion, to no longer be wearable.

C. Shoes – Annual shoe allowance of \$125 for each fiscal year to be paid the first full pay period of March to each Registered Nurse, Corrections; Medical Unit Secretary; Nurse Practitioner; Physician Assistant; Senior LPN, Corrections; LPN, Corrections; Dental Assistant, Corrections; and Medical

Assistant, Corrections for the purchase of white athletic type or nursing style shoes.

- D. Bargaining unit employees who provide medical verification of pregnancy will be reimbursed up to \$250 for the purchase of maternity trousers, tops, and jackets upon presenting a receipt for the purchase.
- E. New hires will be eligible to seek reimbursement up to the amount listed in 2A above towards the purchase of authorized uniforms. To be eligible, the new hire's date of employment must be more than three months prior to the payment of the annual March uniform allowance. The new hire must also be an active employee to be eligible for reimbursement. The new hire must submit the request for reimbursement to management within three months after completion of the new hire's probationary period to be reimbursed.

23.11 Shift Differential for Registered Nurse, Corrections, Senior LPN, Corrections, LPN, Corrections & Medical Assistant, Corrections, will be:

- A. \$2.00/Hour "B" Shift 3:00 pm through 11:00 pm
- B. \$2.25/Hour "C" Shift 11:00 pm through 7:00 am
- E. \$2.25/Hour Weekend Shift beginning at 12:00 midnight Friday until 12:00 midnight Sunday

All eligible employees working four or more hours on the second shift shall be eligible for second shift payment for all hours worked within the second shift timeframe. Second Shift hours are any hours worked between 3:00 pm and 11:00 pm.

All eligible employees working four or more hours on the third shift shall be eligible for third shift payment for all hours worked within the third shift timeframe. Third shift hours are any hours worked between 11:00 pm and 7:00 am.

In addition, weekend shift differential shall also be paid to all eligible employee for all hours worked within the weekend shift timeframe. Weekend shift hours are any hours worked between 12:00 midnight Friday until 12:00 midnight Sunday.

All other bargaining unit members shall receive shift differential in accordance with Orange County Policy.

23.12 Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning. Overtime hours and overtime compensation shall

be paid at the rate of one and one half (1 ½ ) of an employee's hourly wage for those hours worked in excess of forty (40) in a work week, in accordance with the Fair Labor Standards Act.

23.13 Wage Schedule effective the first full pay period in **October 2022**:

JOB TITLE	MINIMUM/HOUR	MAXIMUM/HOUR
Licensed Mental Health Specialist, Corrections Pay Grade 806	\$30.34	\$49.37
Registered Nurse, Corrections Pay Grade 806	\$30.34	\$49.37
Nurse Practitioner/Physician Assistant Corrections Pay Grade 807	\$52.82	\$84.39
Medical Unit Secretary Corrections Pay Grade 81D	\$17.19	\$22.99
Medical Clerk, Corrections Pay Grade 800	\$15.90	\$18.42
Medical Assistant, Corrections Pay Grade 801	\$17.19	\$20.96
Senior Corrections LPN* Pay Grade 804	\$23.27	\$37.39
LPN, Corrections Pay Grade 804	\$23.27	\$37.39
Dental Assistant, Corrections Pay Grade 81D	\$17.19	\$22.99
Mental Health Specialist, Corrections Pay Grade 804	\$23.27	\$37.39

\* Senior Corrections LPN will have no new positions. As vacancies occur in existing positions, the vacant position will revert to LPN, Corrections classification.

Wage Schedule effective the first full pay period in **October 2023**

JOB TITLE	MINIMUM/HOUR	MAXIMUM/HOUR
Licensed Mental Health Specialist, Corrections Pay Grade 806	\$30.95	\$50.36
Registered Nurse, Corrections Pay Grade 806	\$30.95	\$50.36
Nurse Practitioner/Physician Assistant Corrections Pay Grade 807	\$53.88	\$86.08
Medical Unit Secretary Corrections Pay Grade 81D	\$17.53	\$23.45
Medical Clerk, Corrections Pay Grade 800	\$16.22	\$18.79
Medical Assistant, Corrections Pay Grade 801	\$17.53	\$21.38
Senior Corrections LPN* Pay Grade 804	\$23.74	\$38.14
LPN, Corrections Pay Grade 804	\$23.74	\$38.14



JOB TITLE	MINIMUM/HOUR	MAXIMUM/HOUR
Dental Assistant, Corrections Pay Grade 81D	\$17.53	\$23.45
Mental Health Specialist, Corrections Pay Grade 804	\$23.74	\$38.14

\* Senior Corrections LPN will have no new positions. As vacancies occur in existing positions, the vacant position will revert to LPN, Corrections classification.

Wage Schedule effective the first full pay period in **October 2024**

JOB TITLE	MINIMUM/HOUR	MAXIMUM/HOUR
Licensed Mental Health Specialist, Corrections Pay Grade 806	\$31.57	\$51.37
Registered Nurse, Corrections Pay Grade 806	\$31.57	\$51.37
Nurse Practitioner/Physician Assistant Corrections Pay Grade 807	\$54.96	\$87.80
Medical Unit Secretary Corrections Pay Grade 81D	\$17.88	\$23.92
Medical Clerk, Corrections Pay Grade 800	\$16.54	\$19.17
Medical Assistant, Corrections Pay Grade 801	\$17.88	\$21.81
Senior Corrections LPN* Pay Grade 804	\$24.21	\$38.90

JOB TITLE	MINIMUM/HOUR	MAXIMUM/HOUR
LPN, Corrections Pay Grade 804	\$24.21	\$38.90
Dental Assistant, Corrections Pay Grade 81D	\$17.88	\$23.92
Mental Health Specialist, Corrections Pay Grade 804	\$24.21	\$38.90

\* Senior Corrections LPN will have no new positions. As vacancies occur in existing positions, the vacant position will revert to LPN, Corrections classification.

## 23.14

Mental Health Specialist, Corrections and Licensed Mental Health Specialist, Corrections are paid on a salary basis, and that nothing in this Agreement is intended to convert them to hourly employees. It is therefore understood and agreed that they are exempt from the overtime requirements of the Fair Labor Standards Act.

Mental Health Specialist, Corrections and Licensed Mental Health Specialist, Corrections will normally be assigned to work eight (8), ten (10) or twelve (12) hours plus necessary shift briefing. Qualified bargaining unit employees may be required to work additional hours as deemed necessary by management. Hours for mandatory scheduled meetings outside of a bargaining unit member's normal working schedule, qualify for work back pay compensation. Compensation for additional hours of work assigned by a higher authority shall be in accordance with Corrections Health Services work-back compensation administrative order, which shall be developed by management with input from the Union, except as modified herein. Both 84-hour and 80-hour Mental Health Specialists shall be eligible for work-back compensation. Block Pay amounts for work-back compensation shall be as follows effective the first full pay period in October 2022:

### Hours Worked Compensation:

1-4 Hours	\$140.00
5-8 Hours	\$280.00
9-12 Hours	\$420.00
13-16 Hours	\$560.00

Additional compensation, if any, shall not alter the bargaining unit employees' FLSA overtime exempt status.

All employees are required to be present at their assigned jobs for the total hours in the workday and workweek, unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

In lieu of the above compensation, Mental Health Specialist, Corrections and Licensed Mental Health Specialist, Corrections who work additional hours may instead request to be given time off within that same pay period, subject to management approval. Approval will not be unreasonably denied.

## **ARTICLE 24**

### **PUBLICATION OF AGREEMENT**

- 24.1 The County will provide at no cost twenty (20) copies of this Agreement to the Union for administrative purposes and will place this Agreement on the County's Intranet within a reasonable time after ratification and approval.

## **ARTICLE 25**

### **SAVINGS CLAUSE**

- 25.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect.

## **ARTICLE 26**

### **HOURS OF WORK**

- 26.1 Shifts may be 8, 10, or 12 hours, and begin at times necessary for operational need. For all employees working 12-hour shifts, 12 hours constitutes a normal workday. Management reserves the right to determine start and end times for all shifts.
- 26.2 Non-exempt employees working 12 hours shifts, which equate to 36 hours in one week of the 2-week pay period and 48 hours in the other week of the 2-week pay period, shall accrue leave on 76 regular hours worked or 76 regular hours of paid time for a pay period. Leave time requests shall be determined by the number of

hours scheduled in the week(s) the time off is requested. For exempt employees and all other employees scheduled for a 40 hour workweek, leave accrual and usage is based on a 40 hour week.

- 26.3 For 12-hour shift employees, term leave may be utilized when the employee is absent from work for a minimum of thirty-six (36) consecutive work hours.
- 26.4 Employees may use Personal Leave for any reason including vacation, illness, medical appointments, personal business, etc.
- 26.5 The accrual schedules for Personal and Term Leave are listed in Appendix A.
- 26.6 LEAVE SELLBACK/SELLOWN: Nothing herein precludes the bargaining unit employees from participating in any sellback or sell down of accrued leave approved by the Board of County Commissioners for both non-union and bargaining unit employees.
- 26.7 In the event of a death in the immediate family of an employee, the employee shall be granted up to forty (40) hours off with pay for eight (8)/ten (10)-hour shift employees and up to forty-eight (48) hours off with pay for twelve (12)-hour shift employees, not charged to any leave balance, to arrange for and/or attend funeral service or related matters. Bereavement leave must be taken within thirty (30) days of the death, unless extended at management's discretion.

## **ARTICLE 27**

### **DURATION OF AGREEMENT**

- 27.1 This Agreement shall become effective the beginning of the first full pay period immediately following approval by the Orange County Board of County Commissioners. This Agreement shall thereafter continue in full force and effect until midnight on the 30th day of September 2025. Retroactivity of any articles in this agreement shall be implemented as specifically specified in this agreement. 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 2025 that it desires to renegotiate this Agreement
- 27.2 The Union and Public Employer agree to reopen any Article of the Agreement when there is Federal or State Legislation enacted that has an adverse impact on Public Employer's ability to pay benefits contained in the Agreement. No other re-opener is contemplated.
- 27.3 Any notice to be given under this Article of 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, FL 32802; and such notice given by the Public Employer shall be addressed via email to AFSCME Florida Council 79, via email to the current union president and to the Council 79 Representative designated by the Union in writing.

## Appendix A

### LEAVE ACCRUAL AND USAGE

During the term of this agreement, bargaining unit employees shall be provided leave in accordance with applicable County policy, except as may be modified herein. Personal leave shall be earned as follows:

After Continuous Service Months	Accrual Rate Per Hour	Maximum Hours Per Pay Period	Maximum Hours Balance
0	0.0693	5.82	453
60	0.077	6.47	504
72	0.0808	6.79	531
84	0.0847	7.11	555
96	0.0885	7.43	579
108	0.0924	7.76	606
120	0.0962	8.08	630
180	0.1039	8.73	681

Leave accrual and usage shall be based on the number of hours an employee is regularly scheduled to work, not to exceed accrual and usage based on 84 hours in a pay period. For 12-hour shift employees, term leave may be utilized when the employee is absent from work for a minimum of thirty-six (36) consecutive work hours.

This contract agreed to this 25th day of October 2022.

Byron W. Brooks

Byron W. Brooks, AICP  
County Administrator  
Orange County, FL

Trinise Hardy

Trinise Hardy, President  
Local 3836, American Federation of  
State, County and Municipal Employees (AFSCME)  
Municipal Employees (AFSCME)

Hector R. Ramos

Hector R. Ramos  
Florida Public Employees Council 79,  
American Federation of State, County  
and Municipal Employees (AFSCME)

This Agreement approved by the Orange County Board of County Commissioners, Orange County, Florida on this 25th Day of October, 2022.

Katie Smith

Deputy Clerk, Orange County Board  
of County Commissioners

Jerry L. Demings

Jerry L. Demings  
Orange County Mayor

