



DATE: October 29, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

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

SUBJECT: Consent Agenda – November 13, 2018
Collective Bargaining Unit Agreement
American Federation of State, County and Municipal Employees
(AFSCME) Florida Public Employees' Council 79, AFL-CIO,
Fiscal Year 2018-19, Article 1 – Recognition and Article 23 - Wages

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The County's negotiation team and the American Federation of State, County and Municipal Employees (AFSCME), Florida Public Employees' Council 79, AFL-CIO have reached concurrence on Article 1 – Recognition and Article 23 – Wages, for Fiscal Year 2018-19. A ratification vote was held with the members approving the Collective Bargaining Unit Agreement.

Subject to Board approval, the final negotiations grant all eligible bargaining unit employees wage increases as summarized in the paragraph below and changes the job title for Specialty Coordinators to Licensed Mental Health Specialists to assist with recruitment efforts.

For Fiscal Year 2018-19, effective October 7, 2018, 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 4.5% Base Wage increase subject to the pay plan maximums. All lump sum and retroactive 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 of Agreement Between Orange County, Florida and AFSCME Florida Public Employees' Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, Article 1 - Recognition and Article 23 - Wages for Fiscal Year 2018-19.

c: Ajit Lalchandani, County Administrator
Eric Gassman, Chief Accountability Officer

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 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 December based on the years of service as of October 1 each year.

5-9 years of County service	\$250
10-14 years of County service	\$500
15-19 years of County service	\$800
20+ years of County service	\$1200

The difference between the FY2016-17 and FY017-18 lump sum longevity incentives shall be paid to those employees in the bargaining unit as of October 8, 2017 and continuing to be in the bargaining unit, on active payroll, upon implementation (pay-out) of the difference between the incentives.

- 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.

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

- A. For Fiscal Year 2017-18, effective the first full pay period in October 2017, all bargaining unit employees with a satisfactory performance evaluation and on the active payroll will receive a 4.5% salary increase. This will be accomplished by adding 4.5% to the base pay, not to exceed the maximum of the employee's pay range. Any portion of the 4.5% increase that exceeds the maximum of the pay range will be paid in a one-time lump sum payment not added to base wages.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 8, 2017 and continuing to be in the bargaining unit, on active

payroll, upon implementation (pay-out) of the retroactive payment. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2016-17 Base Wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2017-18 until implementation of the above cited 2017-18 Base Wage increase by the appropriate percentage as outlined.

- B. For Fiscal Year 2018-19, effective the first full pay period in October 2018, all bargaining unit employees with a satisfactory performance evaluation and on the active payroll will receive a 4.5% salary increase. This will be accomplished by adding 4.5% to the base pay, not to exceed the maximum of the employee's pay range. Any portion of the 4.5% increase that exceeds the maximum of the pay range will be paid in a one-time lump sum payment not added to base wages.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 7, 2018 and continuing to be in the bargaining unit, on active payroll, upon implementation (pay-out) of the retroactive payment. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2017-18 Base Wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2018-19 until implementation of the above cited 2018-19 Base Wage increase by the appropriate percentage as outlined.

- C. Any future increases beyond Fiscal Year 2018-19 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. Registered Nurse, Corrections; Senior LPN & LPN, Corrections; Medical Assistants, Corrections; Medical Unit Secretary, Corrections; Corrections; Dental Assistant, Corrections; – Upon initial hire, 4 scrub jackets, 4 sets of bottoms, and 4 tops and annually 4 scrub jackets, 4 sets of bottoms, and 4 tops the first full pay period following each anniversary.

B. Physician Assistant, Corrections and Nurse Practitioner, Corrections - 4 lab coats upon initial hire and 4 lab coats annually the first full pay period following each anniversary.

C. 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.

D. Shoes – Annual shoe allowance of \$65 for each fiscal year to be paid the first full pay period of March to each Registered Nurse, Corrections; Senior LPN, Corrections; LPN, Corrections; Dental Assistant, Corrections; and Medical Assistant, Corrections for the purchase of white athletic type or nursing style shoes.

- C. Maternity uniforms shall be issued to uniformed Bargaining Unit employees upon medical verification of pregnancy in the amount of five (5) maternity trousers and five (5) jackets.

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
- C. \$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. Upon ratification of this Agreement, the County shall develop and implement administrative procedures for implementing the distribution of extra duty in regards to emergency call back and short manning.

23.13 Wage Schedule as of FY 2017 – 18

JOB TITLE	MINIMUM/HOUR	MAXIMUM/HOUR
Licensed Mental Health Specialist, Corrections Pay Grade 806	\$25.44	\$41.41
Registered Nurse, Corrections Pay Grade 805	\$22.21	\$35.93
Nurse Practitioner/Physician Assistant Corrections Pay Grade 807	\$32.33	\$52.64
Medical Unit Secretary Corrections Pay Grade 81D	\$12.50	\$19.29
Medical Clerk, Corrections Pay Grade 800	\$10.34	\$15.45
Medical Assistant, Corrections Pay Grade 801	\$11.43	\$17.58
Senior Corrections LPN* Pay Grade 803	\$18.02	\$28.37
LPN, Corrections Pay Grade 802	\$16.07	\$26.04
Dental Assistant, Corrections Pay Grade 81D	\$12.50	\$19.29
Mental Health Specialist, Corrections Pay Grade 804	\$19.52	\$31.36

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