

**AGREEMENT BETWEEN**

**MARTIN COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**



and



**TEAMSTERS LOCAL UNION NO. 769**

**OCTOBER 1, 2021 – SEPTEMBER 30, 2024**

## **TABLE OF CONTENTS**

AGREEMENT .....	4
DEFINITIONS .....	4
ARTICLE 1     PURPOSE AND PUBLIC SERVICE .....	7
ARTICLE 2     RECOGNITION .....	7
ARTICLE 3     DUES CHECK-OFF .....	8
ARTICLE 4     MANAGEMENT RIGHTS .....	9
ARTICLE 5     EMPLOYEE RIGHTS .....	10
ARTICLE 6     PERSONNEL FILES .....	11
ARTICLE 7     UNION RIGHTS AND ACTIVITIES .....	12
ARTICLE 8     UNION BUSINESS LEAVE .....	13
ARTICLE 9     EMPLOYEE, MANAGEMENT AND UNION COMMUNICATIONS .....	13
ARTICLE 10    BULLETIN BOARDS .....	14
ARTICLE 11    COUNTY AND DEPARTMENTAL RULES .....	15
ARTICLE 12    HOURS OF WORK .....	16
ARTICLE 13    PROBATIONARY PERIOD .....	16
ARTICLE 14    EMPLOYEE PERFORMANCE EVALUATIONS .....	17
ARTICLE 15    ATTENDANCE .....	18
ARTICLE 16    TRANSFERS/VACANCIES .....	18
ARTICLE 17    CAREER DEVELOPMENT TRAINING .....	19
ARTICLE 18    PROMOTIONS .....	20
ARTICLE 19    DEMOTIONS .....	21
ARTICLE 20    HOLIDAYS .....	21
ARTICLE 21    PAID TIME OFF .....	24
ARTICLE 22    SICK LEAVE .....	26
ARTICLE 23    DRUG FREE WORKPLACE – DRUG AND ALCOHOL TESTING .....	28
ARTICLE 24    PAID LEAVE .....	28
ARTICLE 25    LEAVES OF ABSENCE .....	30
ARTICLE 26    OUTSIDE EMPLOYMENT .....	32
ARTICLE 27    NO CONCURRENT EMPLOYMENT .....	32
ARTICLE 28    VEHICLES .....	32
ARTICLE 29    USE OF PERSONAL VEHICLES .....	33
ARTICLE 30    UNIFORMS .....	33
ARTICLE 31    SAFETY COMMITTEE .....	33

ARTICLE 32	EDUCATION, TRAINING AND CERTIFICATION .....	36
ARTICLE 33	NONDISCRIMINATION.....	36
ARTICLE 34	GRIEVANCE PROCEDURE .....	37
ARTICLE 35	ARBITRATION .....	39
ARTICLE 36	DISCIPLINARY ACTION .....	40
ARTICLE 37	SEPARATIONS.....	41
ARTICLE 38	SENIORITY .....	44
ARTICLE 39	LAYOFF, RECALL, AND REINSTATEMENT .....	44
ARTICLE 40	INSURANCE .....	46
ARTICLE 41	TEMPORARY ASSIGNMENTS AND ACTING APPOINTMENTS.....	47
ARTICLE 42	STANDBY TIME .....	48
ARTICLE 43	CALL BACK .....	48
ARTICLE 44	EMERGENCY WORK .....	49
ARTICLE 45	OVERTIME .....	49
ARTICLE 46	CAREER INCENTIVE PROGRAM.....	50
ARTICLE 47	WAGES.....	51
ARTICLE 48	GENERAL .....	52
ARTICLE 49	SAVINGS CLAUSE .....	52
ARTICLE 50	NO STRIKE - NO LOCK OUT .....	53
ARTICLE 51	SUBCONTRACTING .....	53
ARTICLE 52	BENEFITS INCLUSION.....	54
ARTICLE 53	DURATION OF AGREEMENT .....	54
EXHIBIT A	DISCIPLINARY CODE.....	54

## **AGREEMENT**

This Agreement is made and entered into the 1<sup>st</sup> day of October 2021 by and between Martin County, a political subdivision of the State of Florida, (hereinafter referred to as the County) and Teamsters Local Union No. 769, (hereinafter referred to as the Union). Said Agreement becoming effective following ratification by the Union and approval by the Martin County Board of County Commissioners.

**Gender** - The use of masculine or feminine gender in this Agreement shall be construed as including both genders and not as a sex limitation.

## **DEFINITIONS**

**ANNIVERSARY DATE:** The annually recurring date of the employee's most recent hire or promotion.

**APPLICANT:** An individual who has completed and submitted an application for employment with Martin County.

**APPOINTMENT:** The offer and acceptance of a position either on a regular or part-time basis.

**BARGAINING UNIT APPLICANT:** A Teamsters Collective Bargaining Unit employee that has submitted a promotional/transfer application within Martin County.

**BREAK IN SERVICE:** Any interruption of employment while in the service of the County whether by resignation, constructive resignation, layoff, dismissal, or retirement.

**CALLBACK:** An employee is physically called back to work after the end of the shift.

**CLASSIFICATION:** The act of grouping positions in classes with regard to duties and responsibilities, requirements as to education, knowledge, experience and ability, tests of fitness, and ranges of pay.

**CLASSIFICATION DATE:** The date an employee entered, transferred, or was promoted to the current position classification. This is the date from which length of service in classification is computed for determination of order of layoff.

**CLASSIFICATION PLAN:** The official or approved system of grouping positions into appropriate classes.

**CLASSIFICATION TITLE:** The title in the Classification Plan which are assigned to positions.

**COMPENSATION:** The standard rates of pay which has been established for the respective classifications of work, as set forth in the Compensation Plan.

**COMPENSATION PLAN:** The official assignment of pay grades to each classification title.

**COMPENSATORY LEAVE:** Time off from work in lieu of monetary payment for having worked in excess of a scheduled workweek in accordance with policy and the Fair Labor Standards Act.

**COUNTY:** Martin County Board of County Commissioners.

**DATE OF HIRE:** Current position start date with Martin County Board of County Commissioners.

**DEPARTMENT:** A designated unit of administrative organization of the County which is administered by a Director or Designee.

**DEMOTION:** A voluntary or involuntary change of employment status whereby an employee is positioned in another classification in a lower pay grade.

**DISMISSAL:** Separation from County employment for just cause (such as discharged for disciplinary actions).

**DIVISION:** A sub-unit of a Department of the County.

**FIT FOR DUTY:** Physically and mentally unimpaired and consistent with the standards of the Drug Free Workplace Policy.

**FULL-TIME:** Employment appointment to a position that requires an employee to work forty (40) or more regularly scheduled working hours per week.

**GIFT:** Anything of value, including a gratuity, favor, entertainment or loan, or any other items of monetary value from any organization, business firm, or person who has or is seeking to obtain business from Martin County Government or whose interests may be affected by the employee's performance or non-performance of official duties.

**GRIEVANCE PROCEDURE:** The specific appeal process to provide employees a formal setting in which to address alleged violations of the provisions in this Collective Bargaining Agreement.

**IMMEDIATE FAMILY:** The employee's immediate family shall include: parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren and grandparents of the employee or spouse.

**JOB DESCRIPTION:** Summarizes the job to include a general statement of the job, illustrative duties, working conditions, and qualifications.

**MERIT PAY INCREASE:** An increase in compensation within the pay grade or a lump sum payment for employees who have reached the maximum of the pay grade as established in the Compensation Plan which may be granted to an employee based on job performance.

**NON-EXEMPT EMPLOYEE:** An employee covered by the provisions of the Fair Labor Standards Act concerning minimum wage and overtime.

**OCCUPATIONAL SERIES:** Job classifications placed in a career ladder with a I-IV designation

**PART-TIME:** Appointment to a position that requires the employee to work fewer hours than normally designated for others in the same classification, usually less than forty (40) hours per week, 10 hours per week minimum. A part-time employee who works twenty (20) hours or more per week shall earn pro-rata holiday pay and accrue pro-rata PTO and sick leave. A part-time employee who works thirty (30) hours or more per week may also be eligible to enroll in the County's Health and Life Insurance Plans.

**PAY RANGE:** The minimum and maximum rate of pay of any salary range which is assigned to a particular classification title, sometimes expressed as a pay grade.

**PERFORMANCE EVALUATION:** A report relative to the job performance of employees to be completed by the immediate supervisor with approval from the Department Director.

**PERFORMANCE REVIEW DATE:** The date of which performance evaluations are conducted.

**PERFORMANCE REVIEW PERIOD:** The calendar year preceding the employee's anniversary date.

**POSITION:** Full-time or part-time employment in a County job classification.

**PROBATIONARY EMPLOYEE:** An employee serving a probationary period as a result of initial employment, transfer, promotion or demotion from one position to another.

**PROMOTION:** A change in an employee's classification through a vacant position, which has a higher pay grade, and requires increased skill levels.

**REGULAR EMPLOYEE:** An employee who has been appointed to a full-time or part-time position in the classified service in accordance with this Agreement and has successfully completed his/her probationary period.

**REHIRE:** Re-employment of a former employee who separated in good standing.

**RESIGNATION:** The act of voluntarily withdrawing from County employment.

**RETIREMENT:** Separation according to the conditions set forth in the retirement plan regulations.

**SEPARATION:** Leaving a position including resignation, layoff, dismissal, retirement and death.

**STANDARDS OF CONDUCT:** Rules and Regulations as established herein by the Collective Bargaining Agreement.

**STANDBY ASSIGNMENT:** An assignment made by a Department Director which requires an employee to be available and fit for duty for emergency work on off-duty time, which may include nights, weekends, or holidays.

**TRAINEE:** An employee undergoing a training period to learn the job duties or to obtain a required education or certification level.

**WORKDAY:** The number of hours an employee is scheduled to work per day.

**WORK PERIOD:** As defined in the Fair Labor Standards Act.

**WORK RULES:** Consistent guidelines on a standard form that are to be followed on a daily basis by a department or division.

**WORK WEEK:** Consists of forty (40) regularly scheduled hours for full-time employees, less for part-time employee's, beginning at 12:01 AM Sunday and ending one hundred sixty-eight (168) hours later at 12:00 midnight the following Saturday.

**YEAR OF SERVICE:** The number of the year that the employee is currently working.

## **ARTICLE 1 - PURPOSE AND PUBLIC SERVICE**

The purpose of this Agreement is to promote, maintain, and continue a harmonious and cooperative relationship between Union and County.

It is the intention of the Agreement to provide for benefits, wages, hours, and other terms and conditions of employment except as otherwise required by law. Union and County recognize that the best interest of the community will be served by assuring orderly and uninterrupted operations and function of County government and by providing superior public service to citizens of the community in the most efficient manner.

The parties agree to abide by the provisions of Chapter 447 of Florida Statutes.

## **ARTICLE 2 - RECOGNITION**

**Section 1.** The County hereby recognizes Teamsters Local Union No. 769 as the bargaining representative for wages, hours, and working conditions as provided in Chapter 447, Florida Statutes for those employees in the unit certified by the Public Employees Relations Commission (PERC) in its certification No. 1648.

**Section 2.** Any additional classification would be included or excluded by the mutual agreement between Union and County through the Collective Bargaining process sanctioned by the PERC or by any PERC clarification and amendment subsequent thereto.

**Section 3.** The Bargaining Unit covered by this Agreement, as stated in PERC Certification No. 1648 is as follows:

INCLUDED: All regular full-time and part-time employees of Martin County, including those employees in the following job descriptions:

Accounting Technician	Equipment Operator III
Administrative Specialist II	Equipment Operator IV
Administrative Specialist III	Facilities Maintenance Worker
Airport Maintenance Technician	Fire Inspector (Non-Sworn)
Bridgetender	Hazardous Materials Technician
Building Department Support Technician	HVAC Technician
Building Maintenance Coordinator	Industrial Electrician
Carpenter	ITS Help Desk Representative
Children's Assistant	Lead Airport Maintenance Technician
Compliance Technician	Lead Carpenter
Concrete Construction Worker	Lead Cook
Construction Inspector	Lead Electrician
Construction Project Inspector	Lead HVAC Technician
Customer Billing Coordinator	Lead Mechanic
Customer Service Representative	Lead Painter
Development Review Coordinator	Lead Security Officer Armed
Electrician	Lead Parks Service Specialist
Electronic Systems Technician	Lead Plumber
EMT Ocean Lifeguard	Library Teen Specialist
Engineering Inspector	Maintenance Worker
Engineering Technician	Mechanic
Entomological Technician	Meter Reader
Equipment Operator I	Mosquito Control Technician
Equipment Operator II	Ocean Lifeguard Trainee

Painter  
Parks Service Specialist  
PC Support Technician  
Permit/Securities Coordinator  
Plumber  
Project Leader I  
Project Leader II  
Scale House Technician  
Security Officer Armed  
Security Officer Unarmed  
Senior Customer Service Representative  
Senior Industrial Electrician  
Senior Fire Inspector Non-Sworn  
Senior ITS Help Desk Representative  
Senior Maintenance Worker  
Senior Mechanic  
Senior Park Service Specialist  
Senior Telecommunicator  
Senior Traffic Sign and Marking Technician  
Senior Utilities Service Worker  
Site Compliance Inspector  
Solid Waste Lead Mechanic  
Solid Waste Mechanic  
Special Facilities Operator  
Street Light Technician

Survey Field Technician  
Survey Party Chief  
Telecommunicator  
Traffic Asset Specialist  
Traffic Data Specialist  
Traffic Sign Technician  
Traffic Signal Technician  
Transit Customer Service Representative  
Treatment Plant Operator A  
Treatment Plant Operator B  
Treatment Plant Operator C  
Utilities Construction Inspector  
Utilities Instrumentation Technician-Process  
Flowmeter  
Utilities Instrumentation Technician – Remote  
Telemetry (RTU)  
Utilities Lead Mechanic  
Utilities Mechanic  
Utilities and Solid Waste Maintenance Worker  
Utilities Senior Maintenance Worker  
Utilities Service Worker  
Utility Line Locator  
Zoning Compliance Reviewer  
Zoning Code Compliance Technician

**EXCLUDED:** All temporary, managerial, confidential, professional, supervisory employees possessing a conflict of interest, those employees represented by the Martin County Firefighters Association, Local 2959, IAFF and all other employees of Martin County.

**Section 4.** All employees included in the Bargaining Unit must maintain the minimum qualifications for his/her job at all times. If an employee does not maintain the minimum qualifications necessary for his/her job, the County can immediately remove the employee from his/her current position. The employee will have ninety (90) days to obtain the minimum qualifications for his/her job. If the employee fails to obtain the minimum qualifications after ninety (90) days, at the discretion of the County, the employee will be subject to the provisions in Article 16, 19, or 37, depending on the circumstances. However, if the failure to maintain minimum qualifications is due to a medical condition, then the County will participate in an interactive process with the employee to evaluate a reasonable accommodation.

### **ARTICLE 3 – DUES CHECK-OFF**

**Section 1.** Employees who wish to join the Union and have their dues, initiation fees, and assessments deducted through the payroll system may authorize the County to make such deductions by using the Union's authorization form. This authorization shall remain in effect until such time as the County has received written notice of revocation of this authorization from the employee. Any employee who notifies the County that he wishes to revoke his dues deduction shall cease to be subject to dues deduction beginning thirty (30) days after the County's receipt of written notice of such revocation. The County's receipt of written revocation of authorization from the Union during business hours, within five (5) working days, shall be sufficient authorization to cease deductions.



**Section 2.** The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, judgments, and attorney fees brought or issued against the County as a result of any action taken by the County under the provisions of this Article.

**Section 3.** No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

**Section 4.** One-half of the monthly Union dues shall be deducted in each of the first two (2) pay periods of each month and shall be remitted to the Secretary-Treasurer of Teamsters Local Union No. 769 within ten (10) working days following the end of the month or within ten (10) working days upon receipt of dues invoice.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**Section 1.** Prior Rights Reserved. Prior to the time when the Union became the representative of the employees covered by this Agreement, the County had the right to deal with its employees with complete freedom, except as its rights were bounded and limited by general laws. By this Agreement, the County and the Union have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the County retain, and the County does retain, each and every right, privilege, power and authority that it had ever enjoyed, except in so far as it is, limited by general laws and by the express and specific terms of this Agreement.

**Section 2.** The County and the Union agree that the Board of County Commissioners and management of the County alone shall have the authority to determine and direct policies, mode and methods of operations and providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the County's business on the part of the Union or any of its representatives. Except as expressly limited by a specific provision of this Agreement, the County shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. All inherent and common law management rights and functions, which the County has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the County. Such rights exclusively reserved to the County shall include but not be limited to the right to determine the size and composition of its working forces; to determine the existence of a job vacancy; to temporarily fill vacancies; to hire new employees from the outside at any level; to select, reinstate, rescind resignations, retire, promote, demote, evaluate, transfer, suspend, assign, direct, layoff and recall employees subject to the express provisions of this Agreement; to reprimand, discharge or otherwise discipline employees; to maintain the efficiency of employees; to determine job content and minimum qualifications for job classifications and the amount and type of work needed; to engage in experimental and developmental projects; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept; to establish new jobs, abolish or change existing jobs; to determine the assignment of work; to contract out or subcontract work; to open new facilities; to make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any department or operation for business purposes; to control, regulate and determine the number, type and use of supplies, machinery, equipment, vehicles and other property owned, used, possessed or leased by the County; to introduce new, different or improved methods, means and processes of County services and operations; and otherwise generally to manage the County, direct the work force, except as modified or restricted by a provision of this Agreement. The County's failure to exercise any function or right hereby reserved to it or it's exercising any function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right.

**Section 3.** This Agreement shall be so construed that there shall be no interference with the rights, responsibilities, and prerogatives of management except as may be expressly provided in this Agreement.

**Section 4.** If at the sole discretion of the County it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the term of the declared emergency. Notwithstanding the provisions of Article 9, Section 3, notice of such suspension will be given to the Union Business Representative as soon as practicable after the determination has been made and by whatever means is appropriate in the circumstances.

## **ARTICLE 5 - EMPLOYEE RIGHTS**

**Section 1.** Union employees will not be unreasonably denied Union representation upon request. When an employee asks for Union representation in a pre-disciplinary inquiry, grievance and/or disciplinary proceeding and the designated Steward is unavailable during the prescribed time limits because of good faith schedule conflict, the proceeding will be reset to another time.

**Section 2.** Each new employee will receive his job description, safety manual, and smoking policy at the Human Resources Division Orientation. The Drug Free Workplace Policy will be provided to new employees prior to the Human Resources Division orientation. New employees will also be told their job is covered under the Bargaining Unit Contract and given the Union documentation package provided by the Union. The official job description will be issued by the Human Resources Division. It is the intent that all existing job descriptions and future issued descriptions contain the language, "performs work related to this job description as required". This language does not apply during times of a declared emergency. Job descriptions for new positions or revisions of current job descriptions will be provided to the Union before being implemented and/or posted.

**Section 3.** Employee participation in charitable drives is voluntary and no employee will be required to contribute.

**Section 4.** No employee shall be disciplined for a debt complaint except for a County debt complaint. The County shall not assist a creditor in collecting any debt unless required by Court order or applicable law.

**Section 5.** All meetings and proceedings requiring Union attendance on behalf of County management shall be scheduled through the Director of Human Resources. With the exception of Step I and Step II grievance proceedings. Steward(s) required to attend will be compensated. Such hour(s) will be counted as actual hours worked for the purposes of computing overtime under the Fair Labor Standards Act.

**Section 6.** No employee shall have disciplinary action taken against him/her based solely on anonymous sources.

**Section 7.** The Trustee Program currently being utilized by the Martin County Board of County Commissioners is a cooperative program between the County and the Union. The Trustees in this program will be used to provide assistance to bargaining unit employees and not for the purpose of negating the need for regular full-time positions.

A. Upon ratification of this Agreement, all employees whose job functions require them to work with trustees will sign new orientation forms from the Sheriff's Office. An employee who has a fundamental difference with the Trustee Program may appeal his concern to the Labor/Management Committee which will be comprised of an equal representation from the County and the Union. The

burden of proof to justify the difference with the program rests with the employee. If an employee working with the Trustee Program has a disagreement with his immediate supervisor with regard to a specific trustee assignment, the employee will accept the assignment for that day, but shall have the right to discuss his concerns with the Department Director, Division Head, or designee so as to resolve the conflict. Employees shall oversee no more than three (3) inmates except during transport to and from the job site(s).

- B. Employees that participate in the Trustee Program shall be paid an additional seventy-five cents (.75) per hour, for each scheduled shift that they oversee trustees. This pay does not include hours worked beyond your normal shift. Employees will be compensated if they must oversee a trustee during their lunch break. Every effort will be made to allow employees to utilize their lunch break without having the responsibility of overseeing a trustee. It is agreed that Teamster represented employees, on a voluntary basis, may oversee inmates.
- C. Employees who participate in the Trustee Program will be given a complete training on working with and overseeing trustees.

**Section 8.** Employees are permitted to have a copy of the Collective Bargaining Agreement while on duty; however, they should not allow this to interfere with employee relations or their productivity.

**Section 9.** County agrees to abide by Weingarten Rights.

## **ARTICLE 6 – PERSONNEL FILES**

**Section 1.** The County shall maintain a central personnel file in the Human Resources Division for each employee. Individual departments and supervisory personnel may retain working files.

**Section 2.** All employees have the right to view any material placed in their central or working file. The County shall follow Florida Law pursuant to personnel records and the applicable content thereof, which states that documents placed in the personnel files shall only consist of "any job-related material concerning employee's qualifications and performance of their jobs." Documents containing statements of a derogatory or inflammatory nature shall not be placed in an employee's central or working file unless pertaining to disciplinary action, which requires the employee's acknowledgment of receipt. When an employee refuses to sign a disciplinary document in the presence of a witness, the refusal will be noted on the document, dated and placed in the file. Any disciplinary action will not become part of an employee's personnel file until all grievance procedures and time limits have elapsed.

**Section 3.** Upon appropriate request, an employee may inspect his/her personnel file in the Human Resources Division. Inspection shall normally occur during non-working hours, lunch and break periods, or before or after an employee's normal shift. The employee shall be permitted to reproduce any material in the file. The County may charge a fee for reproduction in accordance with applicable law. An employee may review his/her personnel file and/or working file on County time that is mutually acceptable to the employee and the County.

**Section 4.** The County will make every reasonable attempt to contact an employee of any request by an outside party to review his/her personnel file. However, it is understood that the inability on the part of the County to notify an employee shall not prevent public inspection of an employee's file in accordance with Florida Statutes, Chapter 119.

## **ARTICLE 7 - UNION RIGHTS AND ACTIVITIES**

**Section 1.** The County recognizes the right of the Union to appoint or elect Stewards, one of which shall be designated the Chief Steward. The Business Representative of the Union shall furnish the County a list of Stewards. The County will only recognize those persons, as Stewards, whose names appear on such list. The Union shall notify the Director of Human Resources in writing, of the names of the Stewards, at least three (3) days before they assume duty. If such notice has not been given, the County has no duty to recognize the Steward.

**Section 2.** One (1) Employee Union Steward for each single grievance shall be granted reasonable time without loss of straight time pay to investigate and present grievances.

**Section 3.** The County agrees to furnish the Union Business Representative, on a monthly basis, a list of employees included in the bargaining unit consisting of the following information: Names, addresses (except as prohibited by law), pay grades, position hourly rates, date of hire, and department location. The County will also provide monthly, a separate list containing employees added to and/or removed from the bargaining unit. This list will contain the following information: employee name, date hired or terminated, status (active or terminated), department or organization, and annual salary.

**Section 4.** It is understood by the Union and bargaining unit employees that the County will supply the information outlined above as it appears in their records. It is the obligation of each employee to inform the County of any name or address change and to correct any information of the County's record, which is incorrect. The County shall not be responsible for assuring that the information furnished to the Union is current and accurate.

**Section 5.** No Union member, agent or representative of the Union, or any person acting on behalf of the Union may solicit County employees during the working hours of any employee who is involved in the solicitation, nor distribute literature during working hours in areas where the actual work of County employees is performed. A non-employee steward shall not meet with any County employee during the employee's working hours and at the employee's worksite, unless authorized.

**Section 6.** Non-employees who are authorized, designated representatives of Union will be granted access to work areas during regular working hours to carry out Union business relating to this Agreement, provided these visits do not interfere with or interrupt the normal functioning or operations of any department or section, adversely affect public safety, health or welfare, or impede the services provided by County. Under no circumstances shall any steward conduct organizational or other meetings during regular working hours without the prior approval of County's Director of Human Resources.

**Section 7.** Union will submit a written list of its collective bargaining team members to County's Director of Human Resources prior to the initial bargaining meeting. County will furnish Union with a written list of its collective bargaining team members prior to the initial bargaining meeting.

## **ARTICLE 8 – UNION BUSINESS LEAVE**

Special leave of absence without pay will be granted under the following conditions to authorized Employee Union Stewards for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union:

- A. Written request for such leave shall be submitted by the Union to the Department Director at least ten (10) calendar days prior to the first day of such requested leave.
- B. Not more than a total of eighty (80) hours of leave from scheduled duty shall be granted annually without pay under this Section.
- C. The Department Director may deny a request for unpaid leave submitted under this Section if the absence from duty during the period of requested leave would seriously interrupt the normal functioning or operations of the department or section.
- D. The Department Director, within three (3) working days after submission of a request for leave under this Section, shall grant or deny the request in writing to the Union with corresponding copy to the Human Resources Division. Leave under this provision shall be limited to designated Union Stewards and approved by the Union Business Representative.
- E. It is recognized that an employee who is granted leave without pay under this Section is granted such leave in his/her capacity as a representative of the Union, as distinguished from his/her service as an employee of the County; therefore, it is agreed that during the period of such leave, the County shall have no legal or other obligation to such employee other than the current life, health insurance, and leave benefits, if any, and as provided in said Insurance and Leave with Pay Articles.
- F. No more than three (3) people shall be granted such leave for the same function.
- G. Notwithstanding anything to the contrary in this Article, the parties may agree to allow Union Stewards to be off for an indefinite period of unpaid time as may be agreed upon by the parties.

## **ARTICLE 9 - EMPLOYEE, MANAGEMENT AND UNION COMMUNICATIONS**

### **Section 1. Employee - Management Cooperation**

The County and the Union recognize that they have a common interest in the continuing improvement of the County's operation and efficiency. It is also recognized that regular meetings between the County and the Union are desirable in order to discuss matters, which are not covered by this Agreement and on the administration of this Agreement.

### **Section 2. Labor Management Meetings**

- A. It is recognized by the County and Union that Labor Management meetings may be necessary and assembled to assist in solving mutual personnel and other employee-management concerns not involving grievance proceedings, as set forth in this article.
- B. The purpose of the Labor Management Committee is to foster improved relations between the County and the Union and to increase and improve the effectiveness, productivity, and efficiency of County operations by the employees covered in this bargaining unit.

- C. A Labor Management Committee shall be established consisting of up to five (5) representatives from management and up to five (5) representatives from the Union.
- D. Labor Management meetings shall be held on a quarterly basis unless changed by mutual agreement of both parties. Each party shall submit an agenda of issues to be discussed at least five (5) calendar days prior to the scheduled meetings. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent.
- E. Labor Management meetings shall not be used for the purpose of negotiations or to resolve current grievance issues.
- F. Stewards will be paid during their scheduled work time while attending such meetings. No additional hours will be paid for attendance beyond the employees scheduled work time.
- G. Members of the Labor Management Committee shall be permitted to speak openly and frankly without fear of retaliation.
- H. All agenda subjects of Labor Management meetings will be addressed in direct fashion. The responsible party will respond to the concerns at the next scheduled meeting.

**Section 3.** Unless otherwise provided in this Agreement, all correspondence from the Union to the County shall be directed to the Director of Human Resources and all correspondence from the County to the Union shall be directed to the Local Union Business Representative. To comply with the time limits contained in this Agreement, such correspondence shall actually be received by the Director of Human Resources or Local Union Business Representative on or before the date due unless sent via the U.S. Postal Service.

When the U.S. Postal Service is utilized, all time limits contained in this Agreement shall be considered met so long as the correspondence is mailed via certified mail and the postmark date is in compliance with the specified time limit. If sent via the U.S. Postal Service, the official postmark must be affixed by the U.S. Postal Service and not by a postage meter.

## **ARTICLE 10 - BULLETIN BOARDS**

**Section 1.** The County will furnish space for the Union to have a clipboard or a 20-inch by 30-inch bulletin board at the following locations:

<b>Department</b>	<b>Location</b>	<b>Department</b>	<b>Location</b>
Airport	Maintenance	Library	Cummings
Admin Building	1 <sup>st</sup> Floor		Morgade
Admin. Services	3 <sup>rd</sup> Floor		Blake
Building	Breakroom		Lahti
Public Works	2 <sup>nd</sup> Floor Admin	Parks	Warehouse
	Field Operations		Timer Powers Park
	Mosquito Control		Parks Beach Compound
	HS Bridge House		Halpatiokee Park
Emergency Services	ESD Admin		South County
	HS Beach Towers		Palm City (clipboard only)
	Stuart Beach Towers (clipboard only)		Jensen Beach Langford Park (clipboard only)
	Jensen Beach Towers (clipboard)		Wojcieszak Park (clipboard only)

	Jensen Beach Marine	Utilities	Admin
General Services	Building Maintenance		North Treatment Plant/Jensen
	Vehicle Maintenance		Scale House Breakroom
	Holt Correctional		Transfer Station Breakroom
	Courthouse		South Treatment Plant/Tropical
Information Technology	Radio Shop		Utilities Field Operations
Library	Hobe Sound		
	Hoke		

## **Section 2. Limitations**

All notices posted on the bulletin boards shall be signed and dated by the Union Business Representative or his designee who will accept full responsibility for their control. Notices signed and dated by the Union Business Representative or his/her designee shall not contain material that is prohibited by Federal, State, or Local law; derogatory or inflammatory in nature, or reflecting in an untrue manner on the County or any of its officers. Bulletin boards shall not be used to communicate with the public or to distribute political material. The Union Business Representative or his designee shall check all bulletin boards at reasonable intervals to ensure that no unauthorized materials have been posted on the bulletin boards. Upon seeing such unauthorized materials or upon receiving notice that such materials have been posted on a Union bulletin board, the Union Business Representative shall cause such unauthorized posting to be immediately removed from the bulletin board.

## **ARTICLE 11 - COUNTY AND DEPARTMENTAL RULES**

It is understood and agreed that the County Human Resources Manual shall apply to bargaining unit employees. The Human Resources Manual will serve as a guide for the conduct, responsibilities and duties of all employees covered by this Agreement. In the event of a conflict between the Human Resources Manual and this Agreement, the provisions of this Agreement shall prevail. When the Bargaining Agreement is silent on a subject the Human Resources Manual shall apply.

**Section 1.** The County will provide the Union Business Representative copies of all written County and Departmental Rules.

**Section 2.** The County shall continue to have the right to establish, adopt, change, amend, withdraw, and enforce, reasonable County and/or Departmental rules and regulations, not in conflict with the terms of this Agreement. The County will provide the Union with a copy of written work rules that are instituted or modified during the term of this Agreement, which affect employees covered by this Agreement.

**Section 3.** New or amended work rules and/or regulations will not go into effect prior to the County meeting with the employees involved and the Union Business Representative to discuss the new or amended work rules. The Union shall have twelve (12) calendar days to review and submit any recommended changes to the new or amended work rules or impact bargain. If no notification is received by the County from the Union, the new or amended work rules will become effective immediately. It shall be the responsibility of the County to provide all affected employees with revised work rules. A copy of new or amended work rules shall be provided to the Union Business Representative or his designee within seven (7) calendar days following the effective date of implementation.

**Section 4.** Work rules are the consistent guidelines that are to be followed on a daily basis by a department or division. New or modified work rules shall be created on a standard form, signed by (the appropriate parties) and communicated to all affected employees. Memos shall not be issued in lieu of work rules. Memos are used to clarify and communicate already existing work rules or to issue a directive.

**Section 5.** If a department or division posts an employee work schedule, then any posting to the work schedule must be made at least five (5) calendar days in advance, unless due to a departmental emergency and then as much notice as possible must be provided.

## **ARTICLE 12 - HOURS OF WORK**

**Section 1.** A workweek consists of forty (40) regularly scheduled hours for full-time employees, less for part-time employees, beginning at 12:01 AM Sunday and ending one hundred sixty-eight (168) hours later at 12:00 midnight the following Saturday. A workday consists of eight (8) hours except in divisions where it has been established otherwise.

**Section 2.** Employees working on a shift basis shall work the hours as determined by departmental policy or work rule.

**Section 3.** One (1) unpaid lunch period and two (2) paid breaks of fifteen (15) minutes each will be provided at the discretion of the employee's supervisor. Up to fifteen (15) minutes of personal clean up time for non-office field employees at the end of day will be provided and observed as required based upon the employee's job duties. Clean up time is intended to be used on an as needed basis. Employees who do not require clean up time are to continue performing job duties until the end of their shift.

**Section 4.** When a department's program is such that the department is open for public service, more than forty (40) hours per week or for operational necessity, the Department Director shall schedule the work to provide full service. Affected employees will be provided at least four (4) working days (ninety-six [96] hours) notification of such schedule change.

## **ARTICLE 13 - PROBATIONARY PERIOD**

**Section 1.** An employee may serve a probationary period as a result of initial employment, transfer, promotion or demotion from one position to another as provided in this Agreement.

**Section 2.** All newly hired employees shall be placed on initial probation for the first six (6) months of their employment. Absent objection by the Union, the Department Director may extend this probation up to an additional three (3) months. If probation is extended, the Department Director or his/her designee shall notify the employee of the reasons for extending probation.

**Section 3.** During any period of the initial probation, the County may at its sole discretion terminate a probationary employee without cause. The discharge, demotion, or layoff of an employee on initial probation shall not be subject to any appeal or grievance procedure. Employees on initial probation are eligible for Union membership and, excluding the grievance procedure, are governed by the terms and conditions of this collective bargaining agreement.

**Section 4.** At least once during the first three (3) months of the employee's initial probationary period, the County will be required to communicate with the probationary employee the status of their progress towards successfully completing their probationary period. The employee will be informed about job performance tasks, goals, and objectives that are being satisfactorily met and shortcomings that need to be corrected and suggestions as to how they are to be corrected.

**Section 5.** Classified status denotes final appointment in a specific position and classification following successful completion of the probationary period.



**Section 6.** The promotional probationary period is for the evaluation of the employee's performance and the ability to perform new job duties. Employees promoted to a new classification shall be placed on "Promotional Probation" for ninety (90) calendar days and should receive a performance evaluation for the 90-day promotional probation period. This period can be extended by up to forty-five (45) days with approval by the Department Director. A promotional probationary period shall not affect the employee's accrual of leave. The employee may use leave during probationary period subject to the approval of his supervisor.

**Section 7.** If an employee, who is serving a probationary period (incurred as a result of the promotion) is found to be unqualified to perform the duties of the higher position, he/she will be returned to the former position (if it is still vacant) and status held immediately prior to the promotion. If the employee's former position is filled, the employee will be transferred to a vacant position, for which he/she qualifies subject to the approval of the Department Director and the County Administrator. If no vacancy exists for which the employee qualifies, he/she will be laid off and will be eligible for recall in accordance with Article 39.

**Section 8.** A promoted employee, within their ninety (90) calendar day probationary period, shall have rights to the grievance procedure only to determine if he/she has met performance standards.

**Section 9. Trainee**

- A. In the event an applicant for any position does not meet the minimum qualifications but is otherwise qualified for the position, the County Administrator or his designee may authorize appointment as a "trainee". In such cases, the employee may be hired at a rate for up to ten percent (10%) below the minimum salary until the minimum qualifications have been satisfied. This category is used to train people on the job who have the potential to do the work but lack some of the skills or experience needed.
- B. For employees in the Trainee Category, the probationary period shall continue until the employee is considered fully qualified or certified by the Department Director, up to a maximum of twenty-three (23) months. The length of the probationary period may vary in departments or occupations where regular status is dependent upon completion of a training period, certification, or other requirements. When the employee has successfully completed the probationary period, he/she shall be placed on regular status. Newly hired employees in the Trainee Category qualify for leave in accordance with provisions applicable to probationary employees.

## **ARTICLE 14 - EMPLOYEE PERFORMANCE EVALUATIONS**

**Section 1.** The performance of bargaining unit employees will be evaluated at least once per year. The evaluation shall be performed by the employee's immediate supervisor who has had a minimum of six (6) months of direct supervision of the employee, when possible. The purpose of the performance evaluation system is to provide for a method of rewarding performance objectively and fairly as well as improving communication and feedback between employees and supervisors. Evaluations are also utilized to identify employee strengths as well as areas that may need improvement and suggestions for improvement. Employees shall always be provided with a copy of the evaluation form at the time the evaluation is completed by the employee and their immediate supervisor. Employees will also be given the opportunity to add comments/responses to the evaluation before it is forwarded to the Human Resources Division.

**Section 2.** The County and the Union agree that an employee who achieves an overall Unsatisfactory or Needs Improvement rating shall meet with the supervisor and the reviewer to formulate a plan of action to improve the employee's job performance. If, within a period of three (3) to six (6) months, performance

has not improved to the Meets Expectations level, the employee may be subject to the disciplinary process. If, within a period of three (3) to six (6) months, performance has improved to the Meets Expectations level or above, the employee may receive the applicable pro-rated merit increase from the time at which the employee's performance is rated "Meets Expectations." This section shall only apply in the event the County implements a complete or partial merit (i.e., performance based) pay plan. In the event of a partial merit pay plan this section shall not apply to the across the board or cost of living (COLA) pay increase component of the pay plan.

**Section 3.** Performance evaluations that result with an overall rating of "needs improvement" or "unsatisfactory" are subject to all aspects of the grievance procedure. Performance evaluations of 2.0 or below are subject to the grievance procedure. All bargaining unit members shall be afforded the opportunity to complete a self-evaluation and submit such self-evaluation to their supervisor prior to the formal performance evaluation meeting. In order to grieve a performance evaluation under this section, an employee must have completed their self-evaluation prior to the supervisor's review.

**Section 4.** Newly hired probationary employees and promotional probationary employees will be evaluated at least once during the first three (3) months of their probationary period.

**Section 5.** All evaluations and related documents shall be handled consistently in accordance with applicable law. At no time during the rating period shall an employee's evaluation be discussed with anyone other than the employee's chain of command and/or Human Resources.

## **ARTICLE 15 – ATTENDANCE**

**Section 1.** All employees are expected to report for duty at the scheduled time. If an employee is unable to work for any reason, he must notify the department as indicated by written departmental policy or work rule. If none exists, he/she must then notify the department before the start of the scheduled time. Insufficient notice may constitute leave without pay.

**Section 2.** Repeated or unjustified absenteeism or tardiness is cause for disciplinary action under the guidelines provided in the County's Disciplinary Code. (Attached as Exhibit "A")

## **ARTICLE 16 - TRANSFERS/VACANCIES**

**Section 1.** An employee may be transferred from a classification in one department to the same or equivalent classification in another department provided the transfer is to the advantage of the County and/or results in better utilization of the education, experience, or interests of the employee. No transfer may be made without the knowledge of the receiving Department Director involved, knowledge of the employee involved, and prior approval by the County Administrator. Employees subject to involuntary transfer will receive no less than five (5) working days' notice.

**Section 2.** Employee compensation in connection with Department transfers shall be made as follows:

- A. An employee involuntarily transferred to another department with the same job classification will not change the employee's pay grade, rate, performance review date, or classification date.
- B. Employees transferred at their own request shall serve a three (3) month probationary period in the new department. The probationary period may be extended an additional three (3) months at the request of management.

C. If during the probationary period, the employee is found to be unsuited for or unqualified in the new position/department, the employee may return to the position he/she left, if a vacancy exists. If the former position is filled, an effort will be made to place the employee in a comparable position. If a vacancy does not exist, the employee shall be laid off and will have recall rights as provided in Article 39.

D. Transfers shall not change the employee's performance review date.

**Section 3.** When an employee becomes physically or mentally disabled and unable to perform the essential functions of his current position, the County Administrator may authorize a placement to a position which the employee has the ability to fill.

**Section 4.** The County Administrator may grant an employee's request to be placed into an equal paid position, the employee so placed will keep his/her current rate of pay. An employee placed into a lower grade position will have a pay reduction of five percent (5%).

**Section 5.** All bargaining unit vacancies shall be posted for seven (7) calendar days. Positions may be advertised for outside candidates concurrently with the internal job posting. An employee must apply electronically for the open position using the County's system for such application.

**Section 6.** Applications not filed by the closing date published for the vacancy will not be considered. It is the County's practice to attempt to fill vacancies by promotion of current employees whenever practicable (see Article 18). Jobs that are determined to be filled internally will be posted with such designation.

## **ARTICLE 17 - CAREER DEVELOPMENT TRAINING**

The County is committed to the principle of training all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of County services within the various County departments.

Employees will submit written requests for career development training to their immediate supervisor with copies sent to the Department Director and the Human Resources Division. The Department Director or designee may select or approve an employee to receive on-the-job training for a higher-level position for a period of not to exceed ten (10) working days per calendar year. The intent of this training is to afford the employee the opportunity to acquire new knowledge and skills. As a result of the training, the employee may then be more effective on the job and may qualify for jobs at a higher level. Such training will be documented and placed in the employee's personnel file. It will be considered when the employee applies for future promotional positions. It is understood and mutually agreed by the employee, the Union, and the Department Director or designee that the purpose of such training is not to circumvent the Temporary Assignments and Acting Appointments Article in this Agreement.

Career development training does not qualify for step up pay.

## **ARTICLE 18 - PROMOTIONS**

**Section 1.** County hiring managers will interview current qualified employees first when filling any vacancies. Employees must however meet the minimum qualifications for the position to which the promotion is being sought.

Promotional examinations may be held for specific classes or positions when it is in the best interest of the County. Any test given for specific classes or positions must be job-related and validated by an approved certification agency and posted on job notices. Where appropriate, veteran's preference will be used. Among the criteria that may be considered for promotion are the following:

- A. Ability to perform all essential duties
- B. Ability to meet reasonable performance standards
- C. Length of continuous service with the County and/or Department
- D. Overall work record with the County
- E. Prior formal education, specialized training, military assignment, or job experience prior to being employed by the County

The County reserves the right to promote the best qualified person for the position based upon the above and other relevant criteria.

**Section 2.** Bargaining unit applicants not selected will be notified within ten (10) days of the vacancy being filled as to the reasons why they didn't get the job in order to help them acquire any skills necessary to obtain a similar position in the future.

**Section 3.** Nothing provided herein shall invalidate or otherwise affect appointment to a vacant position.

**Section 4.** It is the County's practice to fill vacancies in higher job classifications by promotion of current employees wherever practicable. A promotion is defined as change in an employee's classification through a vacant position, which has a higher pay grade and requires increased skill levels. Jobs that are determined to be filled internally will be posted with such designation for a minimum of seven (7) calendar days. The County may advertise for outside candidates concurrently. If a position is not filled with a qualified County employee after an internal only posting, Human Resources may seek external candidates for the position. Employees who have been promoted shall be paid their higher rate of pay no later than two (2) full pay periods following notification of the promotion.

**Section 5.** For the purpose of this provision, "test" refers to a measurement device outside the regular interview process that demonstrates technical knowledge, skills, and general aptitude.

**Section 6.** An employee who is promoted to a position in a higher pay grade shall receive an increase to the minimum of the pay grade into which he/she is being promoted or an increase of five percent (5%), whichever is greater. When the employee is promoted to a position, which is two (2) pay grades or greater, the employee shall receive a ten percent (10%) increase over his/her current rate of pay. An increase greater than provided above may be approved not to exceed the maximum of the pay grade upon written justification and request by the Department Director and approved in writing by the County Administrator. If an employee is at or above the maximum of the new pay range, he/she will receive a onetime lump sum for the eligible increase stated above at the time of promotion.

## **ARTICLE 19 - DEMOTIONS**

A demotion is a voluntary or involuntary change of employment status whereby an employee is positioned in another classification in a lower pay grade. The County Administrator or designee may (but is not required to) demote an employee in the following instances:

- A. In lieu of layoff when a position is to be eliminated (for non-disciplinary reasons). An affected employee's rate of pay shall be reduced to the maximum of the new pay range. The employee shall be considered "red circled" and will not be eligible for a wage increase until such time when the maximum of the employee's pay range exceeds the employee's rate of pay. *This section shall only apply to employees whose position has been eliminated and the employee does not have displacement (i.e., "bumping") rights under Article 39 of this Agreement and not for demotions due to disciplinary reasons (see Section C of this Article).*
- B. Upon recommendation from the Department Director in lieu of dismissal when an employee is not performing satisfactorily not due to disciplinary reasons or when a physical examination conducted by a County designated physician determines that the employee is physically or mentally able to perform the essential duties of the position. The Department Director with approval from the County Administrator will determine the appropriate salary in such cases.
- C. For disciplinary reasons with just cause. Employees demoted for disciplinary reasons with just cause shall have their pay reduced to the midpoint of their new pay grade.
- D. Upon request of the employee and Union and approval by the County Administrator.
- E. An employee demoted at their own request shall have their pay reduced by five percent (5.0%) per pay grade up to a maximum of ten percent (10%) or to the maximum of their new pay grade whichever reduction is greater. In no case will a demoted employee be paid above the maximum of their new pay grade. The employee will have a three (3) months probationary period in the new position. Such probation period may be extended up to three (3) months. A probationary period as a result of a demotion shall not affect the employee's accrual of leave. The employee may use leave during the probationary period subject to the approval of his/her supervisor.

## **ARTICLE 20 - HOLIDAYS**

### **Section 1.**

- A. Employees will receive ten (10) paid holidays each calendar year. The following holidays are observed by employees:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas (2 days)
Labor Day	

In addition, employees who have completed their new hire probationary period may choose two (2) Diversity Days to recognize the diversity and pluralism of American culture and allow employees to choose the day they would refrain from working based upon their individual background and beliefs. The Diversity Day may be chosen from any of the remaining days of the year, subject to approval by the Department Director. Requests for Diversity Days will be submitted in accordance with Departmental rules.

The Diversity Day will be a day off with pay in accordance with the employee's normally scheduled hours (i.e., 8-hour, 10-hour, or 12-hour day). In the event that an employee elects not to take a Diversity Day, the day will not be carried over to the following calendar year.

Employees are required to submit requests for selected holiday at least ten (10) working days prior to the date of that holiday.

- B. Holidays may be granted at the regular, straight time rate of pay to all eligible employees regularly scheduled to work such days, provided that an employee may be required to work on a holiday, if necessary, to maintain essential services to the public. The County Administrator shall determine when any department or operation will be closed in observance of a holiday.

When a holiday falls on a Saturday, the preceding Friday will be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday will be designated a substitute holiday and observed as the official holiday.

For those employees with flexible hours, during the week containing one or more holidays, daily hours of work will revert to standard eight (8) hour days.

## **Section 2. Eligibility for Holiday Pay**

- A. Part-time employees (who work twenty (20) hours or more per week) will be paid for holidays on a prorated basis.
- B. An employee must work or be on active pay status on the regularly scheduled working day immediately prior to a holiday or designated substitute holiday and the regularly scheduled working day immediately following a holiday or designated substitute holiday in order to qualify for holiday pay. For purposes of this Agreement, active "pay status" shall refer to periods of time during which an employee is being paid for work performed or periods of time during which an employee is being paid for approved leave time such as paid bereavement leave, paid leave, while receiving pay from the County for Workers' Compensation leave, paid court time, and while on paid military leave.

## **Section 3. Holiday Pay**

- A. For the purpose of holiday pay, the holiday shall be the actual calendar holiday or the observed holiday (but not both). Memorial Day will be celebrated on the 4th Monday in May. An employee who works on that day will be compensated at the rate of one and one-half times the employee's regular rate of pay. Every bargaining unit employee is to be compensated at time and one half their regular rate of pay if required to work on a holiday, which includes the ten (10) designated holidays.
- B. When an employee is scheduled to work on the actual calendar holiday or the observed holiday, the employee shall in addition to straight time pay for the holiday receive compensation for all hours worked on the holiday, at the rate of one and one-half times the employee's regular rate of pay. There will be no pyramiding of overtime compensation.
- C. If an employee is scheduled to work on the actual calendar holiday and has the day off with pay, the employee shall receive pay for the number of hours (8, 10, or 12) that the employee would have normally been scheduled to work that day.
- D. If an employee's scheduled day off falls on an actual calendar holiday, the employee will be paid at straight time pay for the holiday based on the number of hours worked on a regularly scheduled workday. If an employee normally works ten (10) hours a day, he/she will receive ten (10) hours of holiday pay at straight time (a forty (40) hour workweek divided by four (4) days worked). Employees who are regularly scheduled to work four (4) hours on a holiday will be paid ten (10) hours of holiday pay at straight time plus time and one-half for all hours worked. Employees who are regularly

scheduled to work twelve (12) hours on a holiday will receive twelve (12) hours of holiday pay at straight time and time and one-half hours for all hours worked.

**Section 4. Holiday on Leave Day**

- A. When a holiday falls on an employee's regularly scheduled workday during the employee's leave period, that day will not be charged as a leave day.
- B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.
- C. Should holidays occur during a paid leave, the holidays are not chargeable to the leave bank.

**Section 5.** Compensatory time off may be granted in lieu of holiday time cash payments (by written agreement between the employee and supervisor). Compensatory time off will be computed in the same manner as financial compensation would otherwise be computed. Such accumulation of compensatory time cannot exceed more than forty (40) hours and should be used within the thirty (30) days in which it was earned. If accumulated compensatory time is not used within the fiscal year, the employee will be paid cash for any unused compensatory time within thirty (30) days following end of the fiscal year or upon separation as required by the Fair Labor Standards Act. The final decision in each instance to use compensatory time off shall be at the discretion of the employer. If compensatory time is to be taken, it shall be at a time convenient to the employee, who will request such time off at least five (5) workdays in advance, or less at the discretion of the supervisor, and consistent with the operating needs of the County. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act if such continues to be applicable to local government employees.

## **ARTICLE 21 - PAID TIME OFF**

### **Section 1. Definition**

Paid Time Off (PTO) is defined as the entitlement to pay for time away from work based on the following eligibility and accrual schedule.

### **Section 2. Eligibility and Rate of Accrual**

- A. Regular full-time employees accrue PTO credits with regular pay on the following basis: For employees hired prior to October 1, 2011.

<b>YEARS OF SERVICE</b>	<b>HOURS ACCRUED PER ELIGIBLE PAY PERIOD</b>
First Year of Service	6.46
2 <sup>nd</sup>	6.77
3 <sup>rd</sup>	7.08
4 <sup>th</sup>	7.39
5 <sup>th</sup>	7.39
6 <sup>th</sup>	7.69
7 <sup>th</sup>	8.00
8 <sup>th</sup>	8.00
9 <sup>th</sup>	8.31
10 <sup>th</sup>	8.31
11 <sup>th</sup>	8.62
12 <sup>th</sup>	8.62
13 <sup>th</sup>	8.92
14 <sup>th</sup>	8.92
15 <sup>th</sup>	9.23
16 <sup>th</sup>	9.23
17 <sup>th</sup>	9.54
18 <sup>th</sup>	9.54
19 <sup>th</sup> +	9.85

Each regular full-time employee hired on or after October 1, 2011, shall accrue PTO credits on the following basis:

<b>YEARS OF SERVICE</b>	<b>HOURS ACCRUED PER ELIGIBLE PAY PERIOD</b>
1-5	6.20
6-10	6.83
11-15	7.85
16+	9.23

- B. PTO accrual is computed from the latest date of hire of the employee. The PTO accrual date does not change when an employee is promoted, demoted, reclassified, or transferred.
- C. Part-time employees (who work twenty (20) hours or more per week) accrue PTO on a prorated basis. All part time employees must use at least twenty (20) hours of PTO and/or sick bank time per fiscal year.
- D. To accrue the designated amount of PTO leave on a bi-weekly basis, an employee must be paid for at least eighty percent (80%) of his/her scheduled working days within the bi-weekly pay period.
- E. Employees hired prior to July 1, 2008, will be permitted to accrue six hundred (600) hours of PTO



maximum. Employees hired on or after July 1, 2008, will be permitted to accrue four hundred (400) hours maximum. No hours shall accrue above the maximum.

- F. An employee's accrued sick bank will remain as it is. Any time an employee calls in sick or has an extended sick leave, they will be encouraged to use time from their sick leave bank first.
- G. An Employee may carry over PTO hours from one year (calendar, fiscal, or otherwise) to the next year, not to exceed the maximum accrual.

### **Section 3. Charging Leave**

- A. PTO shall be charged in one half (1/2) hour minimum increments.
- B. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.
- C. For purposes of determining overtime payments, authorized PTO hours shall not be counted as time worked.

### **Section 4. Request for Leave**

Request to use PTO shall be made in advance, in accordance with department rules, and in writing, whenever possible.

### **Section 5. Use**

- A. After completing the first three (3) months of their probation, employees are eligible to use PTO.
- B. PTO Leave may be used only as accrued.

### **Section 6. Payment for unused PTO**

- A. Employees separating from County employment on or after January 1, 2012, shall receive any PTO credit accrued as of the date of separation at their current rate of pay up to a maximum of four hundred (400) hours.
- B. New employees on probationary status are not entitled to payment for PTO credits upon separation.
- C. Employees on layoff status of more than two (2) weeks may, upon request, receive full pay for all accrued and unused PTO credits as of the date of layoff.
- D. Employees transferred into a new department and/or classification will retain their PTO credits.
- E. Employees who transfer with a break in service of not more than one (1) calendar month or thirty (30) days from the Board of County Commissioners, Property Appraiser, Tax Collector, Supervisor of Elections, Sheriff's Office, and Clerk of Courts may receive credit for years of service (longevity) for use in accruing future PTO. PTO is not transferable from the employee's prior agency. To be considered for this benefit an employee shall submit a written request to the Human Resources Division or corresponding office and attach all documentation from the previous agency. Confirmation of the information will be requested by the receiving agency. The time will not be authorized until such confirmation is received. The employee shall be informed of the decision within seven (7) working days or whenever possible.
- F. Bargaining union employees may choose to be compensated up to an amount not to exceed \$2,000 per fiscal year for accrued paid time off (taken in one-hour increments) at their current hourly rate. Employees must maintain a minimum balance of two hundred (200) hours PTO credits.

**Section 7. Active-Duty Military Leave**

When an employee is on active-duty military leave for a period of more than thirty (30) calendar days, the employee will be eligible to accrue PTO based on their current rate of accrual, up to a maximum of eighty (80) hours every two (2) calendar years.

**ARTICLE 22 - SICK LEAVE****Section 1. Eligibility**

- A. This section applies to those employees that have banked sick leave hours prior to the adoption of the PTO program.
- B. Employees who transfer with a break in service of not more than one (1) calendar month or thirty (30) days from the Board of County Commissioners, Property Appraiser, Tax Collector, Supervisor of Elections, Sheriff's Office and Clerk of Courts shall receive credit for previous earned sick leave providing the employee did not receive compensation for any unused sick leave from the previous employer when terminating with that employer.

Transfer of previous sick leave accrued shall be based upon the receiving agencies office rates for accrual of sick leave. To be considered for this benefit an employee shall submit a written request to the Human Resources Division or corresponding office and attach all documentation from the previous agency. Confirmation of the information will be requested by the receiving agency. The time will not be authorized until such confirmation is received. The employee shall be informed of the decision within seven (7) working days or whenever possible (also see Article 21 – PTO).

**Section 2. Use/Charging Leave**

- A. Sick leave shall be charged in one-half (1/2) hour minimum increments up to a maximum amount which is equivalent to one full day's pay at the employees' regular, straight time rate of pay.
- B. Should holidays occur during a paid sick leave, the holidays are not chargeable to sick leave; provided however, that employees who are regularly scheduled to work on holidays and who are sick or disabled and unable to work all or part of the holiday will have the time off charged to sick leave.
- C. Employees are eligible for sick leave if they are sick or disabled and unable to work during any regularly scheduled workday. Employees are not eligible for sick leave benefits while on vacation, suspension, layoff, leaves of absence without pay or any other time the employee is not regularly scheduled to work.
- D. Frequent claiming of benefits under this rule may constitute grounds for the assumption by the Department Director that the physical condition of the employee is below the standard necessary for the proper performance of duties. Evidence of malingering or the abuse of this benefit may constitute grounds for disciplinary action up to and including discharge.
- E. For purposes of determining over-time payments, time spent on sick leave shall not be counted as time worked in any given workday.

**Section 3. Request for Leave**

- A. To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor (or Department Director if his/her supervisor is unavailable within the time limit established by the department).

- B. An employee with accrued sick leave who expects to be unable to work due to medical reasons for more than one (1) week shall request sick leave at least two (2) weeks prior to the commencement of the leave or within five (5) days after an illness begins if advance notice is impossible. Such request must be submitted in writing to the Department Director and indicate a beginning and an ending date. No sick leave shall extend beyond six (6) months.

However, all approved sick leaves shall be granted in increments of thirty (30) days or less. Extensions may be granted if requested at least seven (7) days prior to the expiration of the leave and if approved by the County Administrator or his/her designee.

- C. The supervisor or Department Director may request a physician's certificate from an employee to verify the illness of any employee on sick leave.
- D. An employee returning from a sick leave of more than one (1) week may be required to present a medical statement from his/her physician certifying to his/her ability to return to work without restrictions.
- E. An employee who does not return to work at the end of his/her sick leave may be terminated.
- F. The County may, at its discretion, require that employees submit to physical and mental tests and examinations by a County-appointed doctor and at County's expense, including paid time if during the employee's normal working hours and mileage reimbursement if travel is outside of Martin County.

#### **Section 4. Use of Sick Leave**

Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy, illness not connected with work, Workers' Compensation, and reasons granted under the Family Medical Leave Act (FMLA) of 1993.
- B. Medical, dental, optical, or chiropractic examination or treatment.
- C. Exposure to a contagious disease which would endanger others as determined by a physician.
- D. Illness of an employee's spouse or child living in the employee's home, which requires the personal care of the employee. In conformance with the FMLA, an employee may be granted time care for a spouse, child, or parent suffering from a serious health condition and who may be living in or away from the employee's place of residence.
- E. An employee may convert up to two (2) days sick leave per calendar year to personal leave. Request for use must be made to the Department Director or designee at least one (1) week in advance or less if permitted by the Department Director.

#### **Section 5. Change in Employee's Health Status**

In order, for the County to provide a safe and healthy workplace, employees shall immediately inform the County of any possible change in physical or mental condition resulting from illness, injury, disability or pregnancy. If, at any time, the County questions the ability of the employee to perform his/her job in a safe and satisfactory manner, the County may request that the employee submit to the County a statement by a physician of the County's choice that the employee is physically and mentally able to perform all of the duties that the job requires in a manner that does not interfere with the safety or health of the employee or any other person. If the physician does not so certify, then the County may place the employee on a leave of absence in accordance with the Sick Leave or Leave Without Pay Policy.

#### **Section 6. Conversion of Sick Leave Upon Separation**

Employees with at least ten (10) years of service shall be paid for fifty (50) percent of unused sick leave

up to 480 hours upon resignation in good standing or for death and retirement.

#### **Section 7. Physical Examinations**

The County reserves the right to schedule employees to have an annual physical examination by a doctor of the County's choice and expense, which may include at the County's sole discretion a psychological examination. The County may request that the employee submit a doctor's statement that the employee is physically and mentally able to perform the duties of that position in a manner that does not interfere with the health, welfare, or safety of the public or co-workers. The County will pay the employee for the time spent getting the examination if during the employee's normal working hours and for mileage when the County's physician is located outside of Martin County.

#### **Section 8. Employee Shared Leave Pool**

Employees may voluntarily opt to participate in the Employee Shared Leave Pool for the donation and use of medical leave time.

### **ARTICLE 23 - DRUG FREE WORKPLACE – DRUG AND ALCOHOL TESTING**

The current Drug Free Workplace Policy is considered part of the Agreement. The complete policy is available in the Human Resources Division and in the Administrative Office of each County Department and on the County's intranet.

All CDL license holders covered by the Teamster's Collective Bargaining Agreement are subject to random drug testing once per year, consistent with State and Federal law.

### **ARTICLE 24 - PAID LEAVE**

#### **Section 1. Bereavement Leave**

- A. Regular full-time employees shall be granted, upon signed request, and on approval of the Department Director, up to three (3) working days with pay in the event of a death in their immediate family. The employee's immediate family shall include the following for either the employee or their spouse: parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents. Up to five (5) working days off with pay may be granted if the employee must travel greater than two hundred (200) miles one way or out of state. For purposes of computing over-time payments, authorized traveling hours shall not be counted as time worked.
- B. The employee shall be required to provide the Department Director with proof of death of the immediate family member, as defined above, before compensation is approved.
- C. If additional days off are necessary, paid time off leave may be used upon application by the employee and approval by the Department Director. If the employee wishes to attend the funeral of someone outside his/her immediate family, then paid time off leave may be granted upon application by the employee and approval by the Department Director.

#### **Section 2. Court Duty**

- A. Employees attending court as a witness when instructed or ordered to attend by the County Administrator or his/her designee for County business or as a witness, which is clearly and substantially in the public interest and approved by the County Administrator or his/her designee in advance of court attendance or jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court. This time is charged as leave with pay. Time spent by an

employee acting as a witness on behalf of the County will be considered time worked for purposes of computing overtime.

- B. Those employees who become plaintiffs or defendants in personal litigation or as witnesses in litigation other than that covered in paragraph "A" of this Section are not eligible for leave with pay. In such cases, leave or leave without pay may be granted upon application by the employee and approval by the Department Director.
- C. Employees on County paid leave who attend court for only a portion of a regularly scheduled workday is expected to report to their supervisor when excused or released by the court.
- D. Employees required to attend court as stated in paragraph "A" of this Section, who are on scheduled leave may be allowed to take additional leave with pay for that court time.
- E. All court attendance must be verified before an employee is compensated. Monies received from court appearance shall be turned over to the County, except for travel pay and meal allowance.

### **Section 3. Military Duty**

An employee may request military leave to serve on active duty in an emergency or on required annual duty and shall be compensated in accordance with Federal and State law, provided:

- A. The employee provides his/her supervisor with one (1) months' notice in advance, where possible, and copies of orders to active duty.
- B. Military leave shall not affect an employee's right to paid time off (PTO) leave.
- C. Employees will be granted paid leave for active military service or duty in accordance with applicable law. Employees will provide their supervisors with a copy of their orders one (1) month in advance or as soon as possible in an emergency call to duty. Martin County will supplement employee's pay pursuant to Florida military compensation law (Florida Statutes §§ 115.07, 115.09 and 115.14) for the duration of their employment.

### **Section 4. Conference and Educational Leave**

When deemed in the best interest of the County and as directed by the employee's Department Director/or designee, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings, which may contribute to the effectiveness of the employee's service to the County. All such leave and travel expenses shall be recommended by the Department Director/or designee for the approval. Any overtime as a result of such leave will be compensated as required by the Fair Labor Standards Act.

### **Section 5. Workers' Compensation Leave**

- A. Employees who are incapacitated due to injury arising out of and in the course of performing their County duties shall be entitled to benefits under the Workers' Compensation Law of the State of Florida (Chapter 440 of the Florida Statutes).
- B. Full wages will be paid for the day of on-duty injury if loss time results or for that part of the day spent receiving medical treatment.
- C. An employee may, at his/her option authorize the use of his/her sick and/or PTO leave, which together with Workers' Compensation benefits, will provide the employee with a wage equivalent to his/her normal schedule of hours at his/her straight-time rate of pay.
- D. An employee on Workers' Compensation Leave shall report to the County Human Resources Division

within the first week of every month regarding his/her health status and prognosis for recovery.

- E. An employee on Workers' Compensation Leave shall be available for all doctor's appointments. Such an employee shall follow the doctor's orders and/or directions and shall avoid any activity, which may aggravate or exacerbate the illness or injury.
- F. An employee who obtains either part-time or full-time employment elsewhere while on Workers' Compensation Leave may be discharged unless specific approval by the County Administrator is received in advance.
- G. An effort will be made to return the employee to the position held immediately prior to his/her Workers' Compensation Leave. If the employee's former position is filled, he/she may be transferred to a vacant position for which he/she qualifies.
- H. Failure to return to work at the expiration of the leave will be considered as a resignation.
- I. County will make every effort to establish a light duty policy.

#### **Section 6. Mandatory Rest Leave**

A supervisor may determine it necessary to require an employee to take leave in order to rest between work assignments. This leave will not affect the employees' pay for a normal workweek.

#### **Section 7. Voting Leave**

During a primary or general election, the County will make an effort to allow an employee who is registered to vote, and whose hours of work do not allow sufficient time for voting, the necessary time off, with pay, to vote. When the polls are open two (2) hours before or two (2) hours after the regularly scheduled work period, it shall be considered sufficient time for voting and no time off during work hours will be allowed. The County reserves the right to request an employee to provide proof of voter's registration before granting time off to vote.

### **ARTICLE 25 - LEAVES OF ABSENCE**

#### **Section 1. Leave Without Pay**

- A. The decision to grant a leave without pay or a leave of absence is a matter of administrative discretion and may only be approved by the County Administrator or his/her designee. Leaves without pay must be requested by the employee at least two (2) weeks prior to the leave unless circumstances satisfactory to the County Administrator render advance request impossible. All leave requests must be in writing and indicate a beginning and an ending date. No leave without pay shall extend beyond six (6) months. However, all approved leaves of absence shall be granted in increments of thirty (30) days or less. Extensions may be granted if requested at least seven (7) days prior to the expiration of the leave and approved by the County Administrator or his /her designee.
- B. The following provisions apply to leave without pay status:
  - 1. An employee granted a leave of absence must keep the department informed of his/her current activity (school, medical, military, etc.) each time a request for extension of the leave is made. In addition, the employee must keep the department advised of his/her current address at all times. Failure to comply with these provisions shall result in the employee being dropped from leave of absence status, in which case he must return to duty or be discharged.
  - 2. An employee, who obtains either part-time or full-time employment elsewhere while on an authorized leave of absence, may be discharged unless specific approval by the County Administrator is received in advance. An employee who is attending an accredited college or

university may work no more than thirty (30) hours per week.

3. An employee granted a leave of absence shall contact the Department Director at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
  4. Failure to return to work at the expiration of the leave shall be considered a resignation.
  5. No PTO shall be accrued by an employee while he is on leave without pay.
  6. If an approved leave of absence without pay is thirty (30) days or more, the employee will be notified by the Department Director or designee in writing, whether the employee's position will remain vacant until his/her return to work. If the employee's position is filled, the employee, if qualified, shall be considered for a vacant comparable position. If no comparable vacancy exists for which the employee is qualified, the County will assume his/her resignation. Such assumed resignations shall not be subject to any grievance or arbitration procedures as provided in this Agreement.
- C. Time spent on leave of absence shall not constitute a break in service, but the time shall not be credited toward retirement, paid leave, merits, or toward satisfying the probationary period.
- D. Benefits During Leave Period - Insurance coverage under the County's group benefit plans will be available to an employee during a leave period on the following basis:
1. During the leave of absence without pay for more than one (1) month or after being on Workers' Compensation and/or being disabled for a period of six (6) consecutive months, the employee and dependents may remain enrolled in the County's medical insurance plans.
  2. The County will continue to contribute its premium share for the enrolled employee and his/her dependents through the succeeding month if the employee remains at work on or after the 16th of the current month. If the employee begins his/her leave without pay prior to the 16th of the current month, the employee will pay the entire cost of the coverage of the succeeding month and subsequent months thereafter for himself and his/her enrolled dependents. If the employee fails to pay the entire monthly premiums, the coverage will lapse.
  3. An employee, on Workers' Compensation and/or being disabled for a period of six (6) consecutive months, may remain enrolled in the County medical insurance plans by paying the entire cost of coverage for himself and his/her enrolled dependents starting at the seventh consecutive month of being disabled or on Workers' Compensation. If the employee fails to pay the entire monthly premiums, the coverage will lapse.
- E. Return to Employment - Except as provided in Section B.6. above, at the end of a leave of absence of less than six (6) months, an employee may be returned to his/her former position or to one, if vacant of comparable pay within the County. However, re-employment need not be offered to an employee if he/she is not then qualified by reason of disability, injury, or illness to perform in a reasonable manner the essential duties involved in the employee's former position or one of comparable pay within the County. If no vacancy exists for which the employee qualifies or cannot perform the essential duties, he/she will be laid off in accordance with the Seniority and Layoff Articles of this Agreement.

## **ARTICLE 26 - OUTSIDE EMPLOYMENT**

**Section 1.** For the purposes of this Article, Outside Employment is defined as employment requiring the completion of an employer application, contract, or employee file to engage the individual in work for wages or salary. Employees are not restricted from engaging in other employment during their off-duty hours. However, employees are required to submit notice to their immediate supervisor and/or designee prior to the start of outside employment. Final approval is required by the Department Director and County Administrator or designee. Such approval shall be submitted on the designated form within five (5) working days of securing employment and shall not be unreasonably denied.

**Section 2.** Outside employment may not be approved unless the following criteria are met:

- A. Such employment shall not interfere with the efficient performance of the employee's duties.
- B. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
- C. Such employment shall not involve the performance of duties which the employee should perform as part of his/her employment with Martin County and could be deemed a conflict of interest.
- D. Such employment shall not occur during the employee's regular or assigned working hours.
- E. Any employee accepting outside employment under the terms of this Article shall make arrangements with the outside employer to be relieved from his/her outside duties if and when called or scheduled for overtime, call back duty, standby, or emergency service by Martin County.

**Section 3.** Any employee who obtains employment elsewhere while on authorized leave of absence is subject to discipline up to and including discharge from his/her position with the County. However, an employee may work part-time (not to exceed thirty [30] hours per week) while attending an accredited college or university while on an authorized leave of absence.

## **ARTICLE 27 - NO CONCURRENT EMPLOYMENT**

During working hours, the employee is to concern himself strictly with the business of the County and the duties of his/her position. At no time during working hours, shall the employee perform any services or make or receive any telephone calls on behalf of any other agencies or for any private business or employment, that are not a part of the employee's job responsibilities with the County.

## **ARTICLE 28 - VEHICLES**

**Section 1:** Some employees are assigned and are responsible for a vehicle which may only be used for official County business unless authorized in advance to be driven to and from work and to lunch. Such vehicles shall not be used for personal pleasure, personal errands, or private business. The purpose of this policy is to enable the employee in question regardless of his/her place of residence to respond to emergency conditions promptly. Abuse of this policy may result in a withdrawal of the vehicle assignment and appropriate disciplinary action. Assignment of a County-owned vehicle is not a benefit and the County may withdraw a vehicle assignment at its discretion without prior notice to the employee or the Union. The permanent assignment of a take-home vehicle may result in an IRS taxable fringe benefit to the employee. Please contact Payroll for additional details.



Reports generated from vehicles or handheld devices with GPS may be used to support disciplinary actions for just cause.

### **ARTICLE 29 - USE OF PERSONAL VEHICLES**

Employees will not be required to use their private vehicles in the performance of assigned duties, unless requested by the employee in writing, without payment of appropriate mileage reimbursements in accordance with prevailing IRS guidelines.

### **ARTICLE 30 - UNIFORMS**

**Section 1.** The County may, in its sole discretion, decide which employees are required to wear uniforms, and provide such uniforms at no cost to the employee.

**Section 2.** The County may, in its sole discretion, maintain the uniforms it provides to employees at no cost to the employee.

**Section 3.** The County will provide employees in positions/classifications where it is warranted with one (1) pair of safety shoes a year for a maximum of \$175.00 per pair. Additionally, when unusual circumstances of a safety, work-related nature occur, the County will provide safety shoes or an additional pair of safety shoes with the prior approval of the Division Manager or designee. In the event an employee has a disability requiring custom shoes, a request for accommodation shall be made to the Human Resources Division for approval under the provisions of the Americans with Disability Act.

**Section 4.** Each department will provide a uniform distribution standard. Uniforms will be distributed in an equitable fashion. No on-call employee shall receive equipment and/or uniforms in a higher priority than full time employees. Uniforms shall be of the appropriate size.

### **ARTICLE 31 - SAFETY COMMITTEE**

#### **Section 1. Accident Prevention**

All employees shall be responsible for following the provisions of the Martin County Employee Safety Policy provided to them. Failure to follow prescribed safety procedure may result in disciplinary action.

#### **Section 2. Accident Reporting**

- A. An employee who is involved in an accident, injured on the job, contracts a work-related illness or damages County property shall immediately make a verbal report of such illness or injury to his/her supervisor. Delay in reporting an illness or injury can cause complication of the injury or illness and delayed recovery. Failure of an employee to so report a job-related illness or injury may result in disciplinary action. An employee may also be requested to file a written report regarding a job-related illness or injury.
- B. Unless an emergency exists, an employee must receive authorization from his/her supervisor or Risk Management prior to receiving medical treatment. The County reserves the right to designate specific doctors, clinics, and hospitals that will be exclusively authorized to treat employees on the job injuries and illnesses.
- C. In the case of all vehicular accidents, the employee shall notify the appropriate law enforcement agency and the employee's supervisor immediately.

- D. The supervisor assists the injured employee in preparing the injury report. The employee shall, upon request, receive a copy of the report.
- E. If an employee believes he is being required to work under unsafe conditions, he/she shall notify his/her supervisor immediately. Should the supervisor determine that corrective action is not necessary, the employee may request a determination by the Risk Manager. The Risk Manager shall, within twenty-four (24) hours, if possible, (1) make a determination regarding the conditions, (2) defer the determination to an expert, or (3) defer the determination to the Safety Committee. The employee may file a grievance if the supervisor fails to respond to the determination request.

**Section 3. Safety Equipment**

The County provides safety equipment and devices for employees engaged in work where such special equipment is deemed by the County to be necessary. Such equipment, where provided, must be used. Failure by employees to utilize provided equipment shall be cause for disciplinary action.

**Section 4. Safety Committee**

Bargaining unit representation on the County's Safety Committee shall consist of at least six (6) employees selected by the Union from this bargaining unit.

**Section 5. Immunizations**

The County shall provide vaccinations, such as hepatitis, TB and Tetanus to employees that the County deems at risk based upon their job duties. Any employee who is so deemed at risk but who declines to be vaccinated shall sign a "Release and Hold Harmless Agreement", in a form specified by the County, absolving the County of any liability for not vaccinating the employee.

**Section 6.** Employees that work with pesticides or other hazardous materials shall use them in accordance with Federal and State rules/regulations and with approval of the license holder.

### RELEASE AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, an employee of Martin County, Florida, agree to forever release and hold harmless my employer, the Board of County Commissioners of Martin County, Florida, as well as its officers, agents, employees, past, present, and future, from and against my claims, actions, causes of action, demands, rights, costs, loss of service, expenses, and compensation of any kind whatsoever arising out of or resulting from my decision not to receive a \_\_\_\_\_ vaccination from Martin County.

I am aware that Martin County policy and the Collective Bargaining Agreement between Martin County and Teamsters Local Union No. 769, my collective bargaining agent, provide for immunization and vaccination by Martin County at no expense to me. I also understand that Martin County has determined that I am an employee deemed to be at risk of contracting due to my job duties and functions. However, I voluntarily, knowingly, and freely choose not to receive such inoculation. In return I have knowingly, voluntarily, and freely agreed to execute this Release and Hold Harmless Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Employee Print Name

## **ARTICLE 32 - EDUCATION, TRAINING AND CERTIFICATION**

**Section 1.** Martin County will provide tuition reimbursement for full-time employees (with one year of full-time County service) for any courses to include vocational or technical courses related to a County job, public administration courses, and courses towards an Associate's Degree, Bachelor's Degree, or Graduate Degree from any accredited educational institution. A maximum of \$2,400 per employee per fiscal year to cap at \$20,000 for all bargaining unit employees can be reimbursed. In the event an employee receives a grant in connection with a class taken, the grant monies received will be deducted from the amount of allowable reimbursement. Employees must report all such grant monies received. There is no reimbursement for the cost of books, laboratory fees, and any other charges. Reimbursement is made in accordance with the following grade scale.

<b>GRADE RECEIVED</b>	<b>PERCENT OF REIMBURSEMENT</b>
Up to \$2,400 maximum per fiscal year per employee. Capped at \$20,000 per fiscal year for bargaining unit.	
A	100%
B	75%
C	50%
D	0%
F	0%
Pass	80%

**Section 2.** To be eligible for the tuition reimbursement, the employee must receive written approval from the Director of Human Resources or his/her designee prior to registering for any class. Forms for this purpose are available from the employee's department, the Human Resources Division, or in the County's online forms database. To receive reimbursement after completing the course, this form must be resubmitted along with proof of payment and grade received. Only courses for which the employee has received prior approval will be eligible for reimbursement.

**Section 3.** Additional incentive pay is available to employees as approved by the Board of County Commissioners and ratified by the collective bargaining unit.

**Section 4.** Fees will be reimbursed for renewal and maintenance of required or related certifications and licenses.

## **ARTICLE 33 - NONDISCRIMINATION**

**Section 1.** It is agreed that there shall be no discrimination against an employee covered under this Agreement by the Union or the County because of race, color, sex, creed, national origin, handicap, disability, marital status, age, political affiliation, religion, membership or non-membership in the Union, or for engaging in any lawful Union activities.

**Section 2.** Grievances (if filed by the employee at all grievance steps) brought solely by alleging violation

of this Article may only be submitted to binding arbitration under Article 35 upon mutual written consent of all parties.

## **ARTICLE 34 - GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this procedure is to secure at the lowest possible administrative level resolution to problems effecting the working conditions of the members of the bargaining unit.

**Section 2. Definitions**

- A. "Grievance" shall mean a dispute by a grievant(s) (with a single common issue) that there has been an alleged violation of specific provision(s) of this Agreement.
- B. "Grievant" shall mean the employee or group of employees filing a grievance on a single common issue.
- C. "Employee" shall mean a regular employee having a grievance or a promotional probationary employee having a grievance which does not involve the loss of promotion.
- D. "Days" shall mean calendar days excluding any days observed by the County as holidays.
- E. "Required participant" shall mean any employee whose presence is determined necessary by the County or Union.
- F. "Steward" shall mean any Union designated representative. The employee grievant is responsible to notify his/her Steward of any grievance meetings and if the Union pursues the grievance in steps 2, 3 and arbitration, the Steward is responsible to notify the employee of grievance meetings.

**Section 3.** If an individual at a grievance step claims to be a Steward and his/her name is not on the Stewards list received from the Union, the County and employee will continue with the grievance meeting without the employee's Steward. Any written communications concerning the grievance or its resolution shall be sent to both the grievant(s) and the Steward(s) and any decision mutually agreed to by the County and the Union shall be binding on the employee(s). If an employee is not represented by the Union, any written resolution to the grievance shall not be contrary with the provisions of this Agreement and a copy of such resolution will be sent to the Union. The Union Business Representative or designee must be given an opportunity to attend any meeting called to resolve the grievance.

**Section 4.** The filing or pendency of any grievance under the provisions of this Article shall not impede, delay or interfere with the County's absolute right to take action which may become a dispute.

**Section 5.** The following shall be followed in presenting a grievance to the County:

**Step One:** If an employee feels he/she has a grievance, he/she shall, within twelve (12) calendar days after the employee had knowledge, or reasonably should have had knowledge of its occurrence, present the grievance in writing to his/her immediate supervisor or other designated supervisor, or the grievance shall be considered waived. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of this Agreement alleged to be violated and the remedy requested, and shall be signed and dated by the aggrieved employee. The employee's Steward may be in attendance if the employee so requests.

The supervisor shall submit his/her answer in writing within twelve (12) calendar days after receiving the

employee's written grievance. The grievance may be resolved at that point if the adjustment is not inconsistent with the terms of this Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of the grievance. If the grievance is not satisfactorily adjusted, the employee may submit the written grievance at Step Two. If the supervisor fails to issue a timely answer, the grievance shall be considered granted.

**Step Two:** If the grievance is not resolved in Step One, the employee or a Steward shall present the Step One written grievance to the Department Director or designee within twelve (12) calendar days after the employee receives the answer in Step One or the grievance shall be considered waived. A Human Resources representative shall within twelve (12) calendar days of receiving the grievance, schedule a meeting with the Department Director or his/her designee, grievant, Shop Steward and Chief Shop Steward to hear the grievance. The grievance will be answered in writing by or on behalf of the Department Director or designee within twelve (12) calendar days after the grievance is presented. The grievance may be resolved at that point if the adjustment is not inconsistent with the terms of this Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of the grievance. If the grievance is not answered within twelve (12) calendar days, it may be taken to Step Three within the next twelve (12) calendar days. The grievance shall be considered granted. If no further action is taken within twelve (12) calendar days after the service of the written answer upon the employee or the Steward, the answer will be considered to be accepted and no further action may be taken upon the grievance.

**Step Three:** If within twelve (12) calendar days after the service of the answer in Step Two, the answer is not accepted by the Steward or employee, the employee or Steward may present the grievance to the County Administrator. A Human Resources representative shall schedule a meeting with the County Administrator or his/her designee, grievant, Shop Steward, Chief Shop Steward and Union Business Representative to hear the grievance. The grievance may be resolved at that point if the adjustment is not inconsistent with the terms of this Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of the grievance.

Step Three grievances shall be addressed to the County Administrator or his/her designee and delivered to the Human Resources Division. If the grievance is not submitted to Step Three within the time limit stated above, it shall be considered waived. The County Administrator or his/her designee will give the County's answer within twelve (12) calendar days following the Step Three hearing, or the grievance shall be granted.

**Section 6.** The time limits set forth in this Article may be extended by the joint written consent of the County and the Union or the employee if he/she is representing himself/herself. Extension requests shall not be unreasonably denied.

**Section 7.** A class grievance shall be defined as a dispute which concerns two or more employees within the bargaining unit and arising out of the same set of facts and circumstances and alleging the same violation of a specific provision of this Agreement. A class grievance may be considered by the County and resolved as if one grievance applying to all employees in the same set of circumstances.

**Section 8.** Any grievance not advanced to the next step by the Union or individual employee within the time limit in that step, shall be deemed abandoned.

**Section 9.** Nothing herein shall prevent the Union Business Representative from attending any Steps of the Grievance Procedure.

**Section 10.** A grievance may be directly processed to Step Three, if the County Administrator or his/her designee upholds a recommendation regarding an employee's suspension, demotion, or termination.

## **ARTICLE 35 - ARBITRATION**

**Section 1.** A grievance which has been processed in accordance with the grievance procedure, but which has not been settled in Step Three and except for letters of written warning, may be submitted by the Union to arbitration. Letters of written warning may be subject to arbitration, if a subsequent grievance is processed to arbitration relating to progressive discipline of a suspension or discharge. An individual may only take a grievance to arbitration if the Union declines to represent him/her in the arbitration process because he/she is not a member. The request to arbitrate must be given in writing to the Director of Human Resource and copied to the County Administrator within ten (10) calendar days following the answer, or the expiration of the time for the answer in Step Three. If such notice is not received as herein set forth, such grievance shall not be subject to arbitration. If the parties are unable to agree to a neutral arbitrator within five (5) days from the date the request to arbitrate is received by Administration, a request for arbitration must be sent to the Federal Mediation and Conciliation Service (FMCS) no later than fifteen (15) calendar days following the written request to arbitrate. If such request is not sent to FMCS as provided herein such grievance shall not be subject to arbitration.

**Section 2.** The Federal Mediation and Conciliation Service (FMCS) shall submit a list of seven (7) arbitrators, from which to select the arbitrator. The parties shall alternately strike names from the list, with the person requesting arbitration striking first; and this process shall be repeated until only one (1) name remains. The person whose name remains on the list shall be the arbitrator. Either party may request a second list, in writing, prior to striking the first list, and provided the request for a second list is not more than two (2) weeks after receipt of the first list.

**Section 3.** If both parties mutually agree, they may request a new panel from FMCS within ten (10) days following the receipt of the first panel by both parties.

**Section 4.** The parties shall jointly furnish to the arbitrator a written submission of the issue or issues to be decided. If the parties are unable to agree upon such a submission, each party may file its version of the issue or issues to be decided, and based hereon, the arbitrator shall determine the scope of the issue(s). In no case shall the issue be broader or extend beyond the issue presented in the original written grievance.

**Section 5.** The arbitrator shall have no power to add to, subtract from, disregard, or modify any of the terms or conditions of this Agreement. He shall have no power to establish pay ranges. His/her powers shall be limited to deciding whether the County has violated the expressed articles or sections of this Agreement and fashion an appropriate remedy. On disciplinary issues, the arbitrator will decide whether the County has acted with just cause. The arbitrator's decision shall be based upon the specific language of the Agreement and shall not infringe upon any right reserved to the County or upon the collective bargaining process.

**Section 6.** If the County and the Union dispute whether an issue is arbitrable, the arbitrator shall first hear and decide the issue of arbitrability before any hearing on the actual grievance takes place. In the event that a grievance is appealed to an arbitrator on which he has no power to rule or the grievance is determined to be not arbitral, it shall be referred back to the parties without any hearing or decision on the merits.

**Section 7.** The arbitrator selected shall hear all of the evidence presented by both parties and shall

render his/her decision, in writing, thirty (30) days from the date of the hearing, or within thirty (30) days of written briefs, if submitted. His/her decision shall be final and binding upon the County, the Union, and the affected employee. Except for grievances involving disciplinary actions, if a decision of the arbitrator provides for retroactivity, it is agreed that retroactivity may not extend back beyond the date of the original grievance. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay, exclusive of any collateral source of compensation being earned prior to the date the alleged grievance occurred. No decision in any one case shall require a retroactive wage adjustment in any other case.

**Section 8.** The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses, including payment of wages and fringe benefits for employees while attending the hearing if requested by the Union or the County, shall be borne by the party incurring them or making the request.

**Section 9.** Unless otherwise agreed, the arbitration hearing will be held in a Martin County office or in the vicinity.

**Section 10.** In the event of any breach of the provisions of the No Strike-No Lockout Article hereof, the Employer, employees, and/or the Union may avail itself of any remedy through appropriate courts or governmental agencies for redress of that breach without regard to the grievance and arbitration provisions hereof.

### **ARTICLE 36 - DISCIPLINARY ACTION**

**Section 1.** The County Disciplinary Code is included as Exhibit "A" and shall apply to bargaining unit employees and is subject to the full grievance procedure including arbitration.

**Section 2.** It is understood and agreed that the Countywide Human Resource Manual shall apply to bargaining unit employees where the current Collective Bargaining Agreement is silent on an issue.

**Section 3.** Disciplinary action may not be taken except for just cause. Disciplinary action is subject to the full grievance process including arbitration.

**Section 4.** The employee and the Union shall be provided a copy of correspondence as related to the disciplinary action unless such correspondence is considered privileged by law.

**Section 5.** Any disciplinary action will not become part of an employee's personnel file until all grievance procedures and time limits have elapsed.

**Section 6.** Disciplinary action must be taken within twenty-one (21) calendar days of any alleged offense or within twenty-one (21) calendar days from the time of management's reasonable knowledge of the alleged offense or within twenty-one (21) calendar days, the County must notify the Union of its intent to investigate. If not met, all disciplinary action will be null and void, unless mutually agreed upon in writing. The Union (shop steward and the business agent) shall be provided a written update once per month on the status of formal investigations of bargaining unit member(s). An example of a formal investigation is one in which witnesses and the subject of the investigation are interviewed by management and/or Human Resources to determine facts. Investigations shall not mean matters which may be minor in nature or which can be substantiated via records alone (i.e., tardiness, absenteeism).

**Section 7.** No offense older than two (2) years other than offenses resulting in suspension shall be considered for the purpose of progressive discipline. Offenses resulting in suspension shall be considered for purposes of progressive discipline for two (2) years.



**Section 8.** Employees will commence their suspension within nineteen (19) calendar days of final grievance step or due process determination. The employee may elect to waive the nineteen (19) calendar day period and begin the suspension immediately at the discretion of the Department Director or designee. Suspension days will be scheduled by the department based on operational needs and may not necessarily be served consecutively.

**Section 9.**

- A. Prior to suspending, demoting, or discharging a regular employee, management shall conduct a pre-disciplinary hearing to permit the employee to respond to the charges made against him or her.
  - 1. Management shall provide the employee with written notice of the charges made against him or her along with an explanation of the evidence and the potential disciplinary action being contemplated. Management shall provide a reasonable opportunity for the employee to present an account of his/her conduct or performance.
  - 2. Upon receipt of a notice of potential disciplinary action, the parties will schedule a pre-disciplinary hearing within five (5) working days unless an extension is mutually agreed upon by both parties or unless waived by the employee in writing. Failure of an employee to appear at a scheduled pre-disciplinary hearing shall constitute a waiver of such hearing.
  - 3. An employee may have their Steward accompany them to a pre-disciplinary hearing. A representative from Human Resources will be present at all hearings.
- B. Following the pre-disciplinary hearing, Management shall determine whether to impose or modify the disciplinary action contemplated against the employee.

**ARTICLE 37 - SEPARATIONS**

**Section 1. Types of Separations**

Separations and/or terminations from positions in the bargaining unit are designated as one of the following types. The effective date of separation shall be the last day on which the employee is present for duty.

- A. Resignation
- B. Retirement
- C. Disability
- D. Death
- E. Seniority and Layoffs
- F. Dismissal or Discharge

**Section 2. Resignation**

- A. Resignation is defined as an action whereby an employee voluntarily leaves County employment with or without giving notice.
- B. An employee wishing to leave County employment in good standing shall file with the County a written resignation, stating the date and reasons for leaving. Such notice must be given at least two (2) weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the County. Unauthorized absences from work for a period of three (3) consecutive days without personally notifying immediate supervisor or designee shall be considered a resignation. Any employee who leaves the job site prior to the completion of the normal workday without notifying his/her immediate supervisor or the department's administrative offices may be considered to have resigned from his/her position. Such employee will have no right of appeal beyond

### Step 3 of the Grievance Procedure.

#### **Section 3. Retirement**

Retirement is defined as a voluntary or involuntary procedure whereby an employee who separates from County employment for reasons of length of service or disability.

Retirement regulations and benefits shall conform to the provisions of the Florida Retirement System currently in effect at the time of retirement.

#### **Section 4. Disability**

An employee may be separated from employment if unable, even with reasonable accommodation, to perform the essential functions of his/her position.

#### **Section 5. Death**

When an active employee is separated due to death, the date of separation will be the date as reflected on the death certificate. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law or by executed forms in the employee's personnel file.

#### **Section 6. Termination, Dismissal or Discharge**

- A. A discharge is the involuntary separation of an employee from County employment, for just cause. Employees discharged for disciplinary reasons shall not generally be eligible for re-employment and shall lose all seniority and reinstatement privileges. No employee shall be discharged for just cause without first having been afforded procedural and substantive due process.
- B. Grounds for discipline and discharge are found only in written departmental rules and regulations and the County's disciplinary code, and in specific provisions of this Agreement. A copy of existing departmental written work rules shall be made available to each employee through a request to sign and date receipt of said rules. Copies of existing work rules shall be distributed within sixty (60) calendar days following the effective date of ratification of this Agreement.
- C. Probationary employees may be disciplined or terminated without just cause during the initial probational period or any extension thereof. Employees who are terminated during the initial probation period (or any extension thereof) shall not have the right to appeal their termination.
- D. A discharged employee will be allowed to discuss the discharge with the Steward before he/she is required to leave the property of the County, unless his/her presence creates an unsafe situation.
- E. The County will notify the Union Business Representative upon the discharge of an employee in the bargaining unit, but failure to give such notice shall not affect the validity of the discharge.

#### **Section 7. Suspension or Dismissal**

- A. Suspension without pay. The County Administrator or his/her designee may suspend an employee without pay for disciplinary reasons or pending court proceedings as described below:
  - 1. The employee will receive notice, on or before the effective date of suspension, stating the nature and reason for the action and the duration of the suspension. The employee will be given an explanation of the County's evidence supporting the suspension, and an opportunity to present an explanation to the County Administrator or his/her designee. The employee may at his/her option, have a Steward present at his/her meeting with the County Administrator.
  - 2. An employee may be suspended without pay indefinitely if the employee has been arrested for

crimes, either on or off the job, which would tend to affect the employee's relationships to the job, fellow workers, reputation or goodwill in the community. During the time away from work, an employee shall be allowed to use any or all accrued PTO leave for which he/she is eligible. If a court decision rules that the employee is guilty, then the employee's employment may be immediately terminated.

3. If an employee is found not guilty of all charges by the court, he/she will receive back pay (less any federal deductions) from the effective date of his/her suspension to the date of the acquittal. The employee will be reinstated to his/her former position if vacant or to a comparable position if such a vacancy exists. The employee is responsible for notifying the County of his/her current address. Seniority rights will be suspended but not eliminated if the employee is found not guilty. Seniority will not be accrued during the time of suspension. If the court rules the employee is guilty, or if the employee accepts a plea, or pleads nolo contendere, or if adjudication is withheld, or if he/she is placed on probation which is subsequently suspended, reduced, completed or terminated, he/she will not be eligible for back pay as stated in the preceding paragraph but the employee may be reinstated to his/her former position, if vacant, or he/she may be terminated.
4. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of back pay, exclusive of any collateral source of compensation being earned prior to the effective date of the suspension without pay and all PTO time used as described in section B, shall be reinstated. The employee will be reinstated to his/her former position if vacant. If no vacancy exists for which the employee is qualified, he/she will be laid off in accordance with Article 39 of this Agreement. If such a vacancy exists, the employee shall be notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification.

B. Suspension With Pay. An employee may be suspended from employment with pay as follows:

1. Prior to suspending an employee with pay, the Department Director (in consultation with the County Administrator/ Director of Human Resources and/or designee) shall provide written notice of such suspension to the employee. Such notice shall state the reason(s) for the suspension with pay and the effective date of the suspension. The notice of suspension shall be either hand-delivered to the affected employee or sent to the affected employee by return-receipt certified mail; or
2. An employee may be suspended immediately with pay, but without the benefit of written notice, upon determination by the Department Director (in consultation with the County Administrator/Director of Human Resources and or designee) that such suspension is in the best interest of the County. The Union and the employee will then be provided written notice of the reason(s) for the suspension within 24 hours.

#### **Section 8. Return of Property and Financial Obligations**

- A. At the time of separation and prior to receiving final monies due, all records, books, assets, uniforms, keys, tools, and other items of County property in the employee's custody shall be returned to the department. Certification to this effect shall be made by the employee's supervisor. Any monies due from employee because of shortages shall be deducted from the final paycheck due or collected through appropriate action.
- B. Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of County property or other financial obligations which are due the County shall be deducted from the employee's final paycheck and/or termination leave pay.

## **ARTICLE 38 – SENIORITY**

### **Section 1.** Seniority shall be defined as follows:

- A. Classification Seniority - the employee's length of continuous full-time service in his/her present classification.
- B. Service Seniority - the employee's length of continuous full-time service since his/her most recent date of hire in a position covered by this bargaining unit. Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period, they shall immediately accrue seniority from their date of hire.

### **Section 2.** Service Seniority will be broken and lost for any one of the following:

- A. Discharge
- B. Retirement
- C. Resignation
- D. Failure to report for duty within five (5) days after notification of recall.
- E. Failure to report to work within forty-eight (48) hours after termination of an authorized leave of absence. An extension of time will be granted if the employee could not report for work within forty-eight (48) hours but reports for work within a reasonable time.
- F. Layoff for a period in excess of eighteen (18) months.

Seniority accrual shall continue for approved leaves (including being ordered to active military combat duty and as provided by the FMLA) except that it shall be suspended (but not broken) during the layoff recall period and during a leave of absence without pay in excess of thirty (30) days.

## **ARTICLE 39 - LAYOFF, RECALL, AND REINSTATEMENT**

### **Section 1.** Reduction in Force (Layoff)

- A. Layoff is the separation of an employee due to the abolition of a position, lack of work or funds, as determined by the County, or due to the reduction in, or contracting out of services, or other causes, without fault or discredit on the employee's part. In the event of layoffs within a particular classification in a department, employee in that classification shall be laid off in reverse order of seniority in that class. In lieu of layoff, an affected employee may displace any less classification senior employee in that department in any lower classification within the same occupational series provided he or she is qualified. Such replaced employee may exercise the same right. Employees who occupy a one position class will be permitted to displace any less senior employee in that department in any lower classification providing that he/she formally held the lower classification in that department.

If two (2) or more employees have the same seniority in class in the same department, then seniority in length of continuous full-time service since his/her last date of hire will prevail and next is the date of application filed for the position in which the employee was last hired.

- B. Before any employee is laid off, all temporary, on-call, part time and probationary employees in the same occupational series in the same department will be laid off prior to the regular full-time employee. Prior to being placed on layoff, an affected employee will be considered for placement to any position for which they are qualified.
- C. Notwithstanding subsections A and B above, the County reserves the right to retain an employee it

believes to be essential to the efficient operation of the department or to the organization because of special knowledge or skills or abilities, in preference to a person with a greater seniority in class or in County service as described above. The County Administrator's or his/her designee's decision is subject to the grievance procedure.

- D. The County shall give to the Union Business Representative and the employee to be laid off, written notice of the action before the effective date of the layoff, if possible. The Union Business Representative or his/her designee will be notified of the layoff no less than six (6) months prior to such action taking place, when practicable.
- E. An employee who is laid off for more than two (2) weeks shall, upon request, be paid for all leave credits for which eligible.

## **Section 2. Recall**

- A. Recall shall be defined as a re-employment following a layoff.
- B. The County shall place the names of employees who are laid off on the appropriate eligible recall lists, and they shall be recalled in order of reverse seniority provided they are physically and otherwise qualified to perform the essential duties of any of their former classifications.
- C. An employee who has successfully completed his/her probationary period and who has been laid off may be recalled, if a vacancy exists, to bargaining unit classifications, which he/she occupied prior to his/her layoff in any County department, within eighteen (18) months of the date of layoff. Such action originates only from departmental request, and request for the approval of this action must be submitted to the County Administrator or his/her designee. Employees shall have recall rights to bargaining unit classifications which they occupied at any time prior to their layoff.
- D. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than seven (7) calendar days after receipt of such notification. The laid off employee shall have the responsibility of notifying the County of his/her current address.
- E. For purposes of leave accrual, recalled employees will be returned to the same accrual rate which they had achieved as of the date of layoff. Recalled employees will be returned at the same pay rate as previously received if returned to the same or similar position. Employees recalled within eighteen (18) months following the layoff date, will have accrued leave credits restored. However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Recalled employees will also have previous classification and service seniority restored as it was prior to layoff. A recall employee will have his/her classification date adjusted by the number of months on layoff.

## **Section 3. Reinstatement**

- A. Reinstatement shall be defined as reemployment of a former employee who resigned in good standing.
- B. An employee who has, resigned his/her position with the County in good standing may be reinstated at the same rate as previously received, or may revert to a lower rate within the range at the discretion of the Department Director and with the approval of the County Administrator or his/her designee. Such action originates only from departmental request, and request for the approval of this action must be submitted to the County Administrator or his/her designee.
- C. Reinstated employees are considered new employees for purposes of leave and salary increases and must once again serve a probationary period regardless of whether probationary or regular status was held prior to separation.

## **ARTICLE 40 – INSURANCE**

### **Section 1. Hospitalization and Medical Insurance**

Hospitalization and medical insurance may be available for all employees and their eligible dependents at a cost to be determined by the County. A dental program may also be available for all employees and their eligible dependents at a cost to be determined by the County. The County will pay for seventy-five percent (75%) of the premium for medical and dental insurance.

The hospitalization and medical insurance and dental program are not available to employees who are regularly scheduled to work less than sixty (60) hours in a pay period.

### **Section 2. Retiree Insurance**

Martin County offers continuation for Medical, Dental and Life Insurance to eligible retirees. Eligible retirees must choose to continue their health, Dental and/or Life insurance coverage with Martin County within 30 days of their retirement date. Retirees are considered eligible for Martin County's retiree insurance program, if they have ceased active employment and meet the following criteria:

- The retired employee must have met current FRS retirement eligibility requirements (age and/or years of service).
- The retired employee must have met the requirements of Florida Statutes § 112.0801.
- The retired employee must have been employed by Martin County and enrolled in Martin County's active employee health, dental and/or life insurance immediately preceding their retirement or separation date.
- The retired employee must be receiving/drawing from retirement benefits. This includes receiving FRS pension payments or having begun the process of taking a distribution from their FRS investment plan and/or taking a distribution from Martin County's 401a Local Annuity Plan in lieu of the Florida Retirement System Investment Plan.

Retirees may only enroll at the same level of insurance coverage they carried as an active employee. Retirees are not eligible to add to or increase their insurance coverage but can elect to decrease their level of insurance.

Retirees may continue to cover their current dependents on the County's retiree insurance plans, as long as they meet the dependent criteria requirements. Dependents not covered on the County's insurance plan may not be added to the retiree insurance unless the retiree gains a new dependent through a qualified life event of marriage or birth/adoption. If a dependent is removed from the County's retiree insurance plans, they cannot be re-enrolled at a later date.

In the event a retiree declines retiree coverage, discontinues retiree coverage at any point or is removed from retiree coverage due to the failure to pay premiums, the retiree will not be given the opportunity to re-enroll in the County's retiree Insurance plans.

D. Eligible employees who were hired prior to October 13, 2009 and elect to retire may have a portion of their health insurance premium paid for by Martin County. Once the retiree reaches age 65, the retiree will be responsible for the full cost of the health insurance premium. The County will not contribute to the cost of retiree life insurance or any dependent coverage. The County's contribution to the retiree's health insurance premium is subject to change and is not guaranteed.

E. Employees hired on or after October 13, 2009, will be responsible for the full cost of their retiree insurance premium(s), regardless of age.

**Section 3. Life Insurance**

Group life insurance is available to all employees except part-time employees who work less than thirty (30) hours in a workweek. Employees covered by this Agreement will receive \$25,000 life insurance coverage. The County will contribute fifty percent (50%) of the premium for life insurance coverage.

**Section 4.** Except as otherwise provided in this Agreement, the insurance coverage listed above shall be discontinued on the last day of the month in which the employee's services are voluntarily or involuntarily separated.

**Section 5.** Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the County and the carrier. Any rebates or refunds on premium paid by the County shall accrue to the County. With reference to the insurance set forth above, the County will continue to have the right to make changes in coverage, to select carriers, to change carriers and to become self-insured. It is further agreed that the only liability assumed by the County under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

**Section 6.** Any increase or decrease in the premiums described in Section 1 and 2 of this Article will be shared between the County and the employee based upon their original percentage share of the premiums.

**Section 7.** From time to time the County may agree to assist outside insurance carriers in establishing individual contractual relationships with employees for additional insurance. Such additional insurance would be at the employees' option and at the employee's own expenses, without any cost to the County. It is understood and agreed that such individual insurance contracts would be between the employee and the carrier, and the County would have no liability for premiums, or any disputes between the carrier and the employee. Further, any dispute between the employees and the insurance carrier shall not be subject to the grievance procedure.

**Section 8.** The County will continue to maintain the same level of benefits in regard to the EAP program.

**ARTICLE 41 - TEMPORARY ASSIGNMENTS AND ACTING APPOINTMENTS**

**Section 1.** The County shall not be prevented from temporarily assigning or appointing any employee to perform work which would normally be done by an employee in another classification, when, in the discretion of the County, such assignment or appointment is necessary.

**Section 2.** If an employee is assigned or appointed to work in a higher classification from his/her regular classification, after the employee has served in such classification for forty (40) hours within the preceding three (3) years, the employee shall receive the minimum rate of pay for the higher classification or five percent (5%) for one pay grade up and ten percent (10%) for two pay grades or higher above the employee's current rate of pay, whichever is greater.

## **ARTICLE 42 - STANDBY TIME**

**Section 1.** In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to standby duty. A standby duty assignment is made by a Department Director who requires an employee to be available for work on off-duty time which may include nights, weekends or holidays.

**Section 2.** The department will seek volunteers whenever possible consistent with equitable distribution of standby time within a work area, classification, shift, and consistent with skill and ability. In the event volunteers are not available, qualified employees shall be required to take the assignment in order to maintain effective, proper and superior service to the community. Standby assignments shall be scheduled one week in advance whenever possible.

**Section 3.** An employee placed on standby will follow established written departmental guidelines for call out responsibilities in addition to any specific instructions from his/her supervisor. In the event an employee who is on standby duty fails to respond timely to a call to work, he shall be subject to disciplinary action and/or loss of the standby pay.

**Section 4.** Effective upon the first pay period following the ratification of this Agreement, when the County requires an employee to actually standby and be available for work on off-duty time, the employee shall be compensated thirty-five dollars (\$35.00) per day. No employee will receive more than thirty-five dollars (\$35.00) for standby time during any consecutive twenty-four (24) hour period. An employee whose classification is included in Article 2, Recognition, is entitled to stand-by pay regardless of a temporary assignment to a position outside of the bargaining unit.

**Section 5.** When called to work while designated as being on standby duty, the employee will be compensated at the rate of one and one-half times the employees' regular hourly rate of pay for the actual hours worked. Employees who perform work while on standby, shall track their actual time worked, and will be compensated consistent with FLSA.

**Section 6.** Standby time away from work shall not count as hours "worked" for the purpose of computing overtime pay.

**Section 7.** Employee(s) who are on standby will be mentally and physically fit when reporting for standby and performing duties as required.

## **ARTICLE 43 - CALL BACK**

**Section 1.** It is recognized and agreed by both parties that the nature of the operations of the County sometimes requires that employees may be called back to work at a time other than their regularly scheduled hours of work.

**Section 2.** Employees who are called back to work shall be guaranteed two (2) hours pay, provided such work does not immediately precede or extend the employee's regularly assigned work shift. This provision does not apply to employees who do not have to physically travel to resolve the purpose of the call.

**Section 3.** If an employee accepts a call back, the employee should be physically and mentally fit when reporting for duty and performing various duties as required.



## **ARTICLE 44 - EMERGENCY WORK**

When an emergency is declared by the County Administrator or his/her designee, employees who are told not to report to work will be compensated for normal scheduled hours not worked at their regular rate of pay. Employees who are required to work on such emergency day(s) will receive time and one-half their normal rate of pay for all hours worked each emergency day and straight time for their scheduled work hours. There will be no duplication or pyramiding of overtime or premium pay beyond the straight time and time and one-half for the same hours worked.

A declared emergency is the time period when the County Administrator officially discontinues all normal County operations and services until the time the County reopens, and employees are directed to return to work. The County agrees to provide employees required to work during an emergency up to four (4) hours as reasonably necessary for personal preparation time prior to returning to working during declared emergency.

Any employee who had previously requested or was on PTO during the County Administrator's declared emergency day(s) will still be charged PTO and receive his/her regular pay. If an employee is recuperating from an extended illness and was not reporting to work on the declared emergency day(s), he/she will still be charged PTO/sick leave, if available.

If an employee does not work on declared emergency day(s), he/she must still work in excess of their normal scheduled hours each day in order to be eligible for time and one-half their regular rate of pay.

If the employee has normal day(s) off during the emergency declared day(s), the employee will not receive any compensation.

Prior, during and following an anticipated or declared emergency, the County will follow the guidelines published in the County's emergency management plan.

All employees are required to work before, during, and after a declared emergency unless there is an exemption filed by the employee and approved by their Department Head, Human Resources, and the County Administrator or his/her designee.

## **ARTICLE 45 - OVERTIME**

**Section 1.** Employees will be required to work overtime if requested unless excused by their supervisors. Overtime will be distributed based on the skills needed to perform an assignment in an equitable manner using position/job classification, area of assignment, skill level, and seniority when possible. Notification of overtime will be given forty-eight (48) hours in advance when possible. Employees working in those classifications, which are overtime eligible classifications, will be paid overtime at the rate of one and one-half times their regular base rate of pay for all hours actually worked in excess of forty (40) hours actually worked in that workweek. There will be no duplication or pyramiding of overtime or premium pay for the same hours worked.

**Section 2.** An employee will be compensated at a rate of one and one-half times their regular rate of pay for all hours worked on the actual holiday or the observed holiday but not both. An employee will be compensated at a rate of one and one-half times their regular rate of pay for all hours worked on a day that is not part of their normally scheduled workweek.

**Section 3.** Compensatory time off may be granted in lieu of overtime cash payments (by written agreement between the employee and supervisor). Compensatory time off will be computed in the same manner as financial compensation would otherwise be computed. Such accumulation of compensatory

time cannot exceed more than forty (40) hours and should be used within the thirty (30) days in which it was earned. If accumulated compensatory time is not used within the fiscal year, the employee will be paid cash for any unused compensatory time within thirty (30) days following the end of the fiscal year or upon separation as required by the Fair Labor Standards Act. The final decision in each instance to use compensatory time off shall be at the discretion of the employer. If compensatory time is to be taken, it shall be at a time convenient to the employee, who will request such time off at least five (5) workdays in advance, or less at the discretion of the supervisor, and consistent with the operating needs of the County. Compensatory time off shall be taken under this Article as provided by the Fair Labor Standards Act if such continues to be applicable to local government employees.

## **ARTICLE 46 – CAREER INCENTIVE PROGRAM**

### **Section 1.**

- A. Regular full-time and part-time employees hired prior to October 1, 1998, shall be eligible for a five percent (5%) adjustment in their rate of pay at the completion of ten (10) years of continuous employment with the County. Upon completion of twenty (20) years of service, employees will be eligible to receive an additional five percent (5%) adjustment in their rate of pay. At the completion of thirty (30) years of continuous employment with the County, employees are eligible for a five percent (5%) lump sum payment. Career incentive payments shall be restricted by range maximums. Career incentive adjustment will not exceed the maximum of the pay range: the amount in excess of the maximum of the pay range will be paid in a one-time lump sum payment.
- B. The effective date of such increases will be at the beginning of the next pay period closest to following the employee's anniversary (date of hire).

### **Section 2.**

- A. All regular full and part time employees hired on or between October 1, 1998, and September 30, 2011, will be eligible for a five percent (5%) lump sum payment at the completion of ten (10) years of continuous employment with the County. Upon completion of twenty (20) years of continuous service, employees will be eligible for another five percent (5%) lump sum payment.
- B. Upon completion of thirty (30) years of continuous service, all regular full and part-time employees will be eligible for a five percent (5%) lump sum payment. All such payments will not be added to an employee's base rate of pay.
- C. The effective date of the lump sum performance payment will be at the beginning of the pay period closest to following the employee's anniversary (date of hire).

### **Section 3.**

Employees hired after September 30, 2011, are not eligible for Career Incentive Pay.

## **ARTICLE 47 – WAGES**

**Section 1.** Bargaining Unit employees will receive either a wage increase of 2% semi-annually or a wage increase of \$1.00 per hour annually, whichever is greater, for Fiscal Years 2022, 2023 and 2024. The 2% wage increase will be issued semi-annually on the first full pay period in October and April of each fiscal year. The \$1.00 per hour wage increase will be issued annually on the first full pay period in October of each fiscal year. Bargaining Unit employees' wages will be evaluated annually on September 30th to determine the appropriate wage increase for the upcoming Fiscal Year. Any amount over the employee's pay grade maximum shall be paid as a one-time lump sum.

**Section 2.** All performance plans for the performance evaluation system shall be completed on the employee's anniversary date.

**Section 3.** Employees who work at least fifty percent (50%) of their regularly scheduled hours between 3:00 PM until 11:00 PM shall receive fifty cents (\$.50) per hour shift differential for all hours worked during that shift. Employees who work at least fifty percent (50%) of their regularly scheduled hours between 11:00 PM and 7:00 AM shall receive one dollar (\$1.00) per hour shift differential for all hours worked during that shift. Employees who work "overlapping" shifts shall be paid either one dollar (\$1.00) or fifty cents (\$.50) (whichever is applicable) per hour for all hours worked during that shift. Employees who normally work a "day" shift schedule and who work additional overtime hours that fall under the shift hours of work shall not be eligible for shift differential pay.

**Section 4.** Employees who are scheduled to work both Saturday and Sunday of the same weekend will receive one dollar and twenty-five cents (\$1.25) shift differential for each hour worked on those days. Employees who normally work a "weekday" shift schedule and who work additional hours that fall under this Section shall not be eligible for shift differential pay if they are being paid overtime pay for the same hours.

**Section 5.** Employees assigned to work in the jail will receive five percent (5%) additional pay for each hour worked in that location.

**Section 6.** If the County requires that a bargaining unit employee must obtain a Department of Environmental Protection (DEP) license, the employee shall receive a lump sum one (1) time five percent (5.0%) certification payment upon achieving certification. The County shall have the sole responsibility for determining whether a DEP certification is a requirement for the employee's position.

**Section 7.** Treatment Plant Operators are eligible for a five percent (5%) one-time salary increase for the attainment of license in the opposite discipline (i.e., if licensed and working in water, salary increase if they obtain a license in wastewater). Newly hired employees would be considered for a 5% salary increase above minimum of new grade if coming in with dual license.

Compensation for Dual Licenses only: Current Treatment Plant Operators who possess double licenses (Water and Wastewater) are eligible to receive a 5% lump sum for higher level attainment of additional licenses in the opposite discipline (i.e., if TPO has an A Water License and a B Wastewater License, and TPO attains A Wastewater License, TPO will be eligible to receive 5% lump sum).

Obtainment of a Class D operator license is not eligible.

**Section 8.** All dispatchers designated as a Communications Training Officer (CTO), shall receive a five (5%) increase to their base salary, but not to exceed the maximum of their current pay grade. The CTO designation shall be designated to qualified employees by their Fire Chief or his/her designee.

**Section 9.** All Senior Telecommunicators and Emergency Medical Dispatchers who are EMT certified shall become eligible for a five hundred- dollar (\$500.00) lump sum payment upon presentation of the

valid certification to the Department Director for payment authorization. Certification Pay will not be granted without the prior written approval of the Department Director and the County Administrator. All Senior Telecommunicators and Emergency Medical Dispatchers may be eligible for the five hundred-dollar (\$500.00) lump sum payment to maintain the certification, up to a maximum of three (3) certification bonuses for each job classification.

#### **ARTICLE 48 - GENERAL**

**Section 1.** Masculine pronouns used herein shall refer to men or women or both. The use of masculine job classification titles shall be construed as including both genders.

**Section 2.** Nothing contained in this Agreement shall prevent supervisors not in the bargaining unit from performing the same or similar work as bargaining unit employees, on a temporary basis such as in an emergency, work-load build-up, staffing problems, employee training, etc.

**Section 3.** Unless otherwise stated in this Agreement, references to "days" shall mean calendar days and not workdays.

**Section 4.** The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

**Section 5.** It is further understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other, which are not expressly set forth herein and that this document correctly sets forth the effect of all preliminary negotiations, understandings and agreements and supersedes any previous agreement, whether written or verbal. This contract constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

**Section 6.** Any employee must notify the Human Resources Division of any arrest within twenty-four (24) hours or next business day. Failure to do so may result in disciplinary action.

**Section 7.** The terms of this Agreement are governed by Florida law.

#### **ARTICLE 49 - SAVINGS CLAUSE**

If any article or section of this Agreement should be found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. If such action occurs, the County and the Union shall meet within thirty (30) days for the purpose of negotiating a mutually satisfactory replacement for such provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting then, the matter shall be postponed until contract negotiations are reopened for any reason.

## **ARTICLE 50 – NO STRIKE – NO LOCKOUT**

**Section 1.** The Union agrees that it will not, under any circumstances, or for any reason, including alleged or actual breach of this Agreement by the County or in sympathy for or support of other employees or Unions, call, encourage, authorize, ratify or engage in any strike, slowdown or other interruption of work.

**Section 2.** If at any time, during the duration of this contract the Union authorizes, causes or engages in, or sanctions any strike, or work stoppage of any kind, or refusal to perform the duties of employment by an employee or employees in the bargaining unit, either totally or through such techniques as work slowdown, or work stoppage of any kind, it shall constitute a breach of contract.

**Section 3.** The term "strike" shall mean the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above listed activities. The term "strike" shall include any of the listed activities taken in sympathy for or support of other employees or Unions.

**Section 4.** Employees covered by this Agreement agree that they will not, under any circumstances or for any reason, including alleged or actual breach of this Agreement by the County or in sympathy for or support of other employees or Unions, engage in a strike, slowdown or other interruption of work.

**Section 5.** The employer agrees that there shall be no lock out.

**Section 6.** Any employee who so violates this Article, or participates in its violation, shall be subject to immediate discharge. However, it is recognized that discipline for violation of this Article need not be equal among all violators and that Union officers, employees, committee-persons and other representatives bear a special responsibility for observance of this article, which may merit special discipline. Allowing employees to work or to return to work shall not be considered condonation of their activity in violation of this article.

**Section 7.** The Union agrees that in the event of any strike, work stoppage or interruption of work, a responsible official of the Union shall promptly and publicly disavow such strike and work stoppage and tell the employees engaged in such activity to return to work.

## **ARTICLE 51 - SUBCONTRACTING**

**Section 1.** Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the County to another agency, person, company, group, etc., which results in the direct displacement or replacement (layoff) of bargaining unit employees or bargaining unit work.

**Section 2.** The County and Union agree to bargain in good faith the impact of any subcontracting.

**Section 3.** The County shall notify the Union if a subcontracting issue is going to be placed on the Commission Meeting Agenda. In addition, the County will not subcontract any bargaining unit work until the Union has had the opportunity to address the County Commission.

## **ARTICLE 52 - BENEFITS INCLUSION**

The County agrees to include employees covered under the Teamsters Local Union No. 769 in any other benefit programs that are offered on a Countywide basis.

## **ARTICLE 53 - DURATION OF AGREEMENT**

**Section 1.** This Agreement shall take effect October 1, 2021, and shall continue in full force and effect until midnight of September 30, 2024.

## **EXHIBIT A - DISCIPLINARY CODE**

### **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS DISCIPLINARY CODE**

Grounds for discipline and discharge are found in:

1. The rules and regulations set forth herein,
2. Official Departmental rules and regulations,
3. Safety rules and regulations, and
4. Applicable provisions of the collective bargaining agreement.

ALL OF WHICH ARE HEREINAFTER REFERRED TO AS THE COUNTY'S DISCIPLINARY CODE. The Board of County Commissioners expects employees to comply with all of the provisions of the County's Disciplinary Code as well as State and Federal statutes and regulations. An employee who violates any of the provisions set forth above shall be subject to disciplinary action. It is the employees' duty to read and understand the various provisions included within the County's Disciplinary Code. In addition, an employee who violates a State or Federal statute or regulation or local ordinance may be subject to disciplinary action up to and including discharge.

### **Standards of Conduct**

One of the primary objectives of the Board of County Commissioners is to establish and administer a system of personnel management consistent with the goal of providing superior services to the community by employing and retaining individuals of the highest qualifications who display pride and dignity in the performance of their duties.

Employees in the County organization have a duty and obligation regarding public and private conduct, which is not common to other types of employment. The behavior of a County employee should at all times be such as to promote a favorable attitude of the public toward the County government.

### **Conflict of Interest**

- A. Employees who may be in a position to influence actions and decisions of the County shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers of goods or services.
- B. An outside personal economic relationship, such as those described below, which affords present or future financial benefit to an employee, his/her family, or individuals with whom he/she has business, personal, or financial ties may be considered a conflict of interest requiring evaluation by the County Administrator or his/her designee.
  1. The employee is engaged in a private business or financial relationship which may secure advantage of goods, services or influence due to the position of the employee with the County.
  2. The employee designates sources for procurement or procures parts, materials, services,

supplies and facilities by purchase or lease, or sells or leases to the County in his/her own name or the name of others.

3. The employee acts as director, officer, agent, sole proprietor, partner, stockholder (if owning in excess of ten percent (10%) of securities outstanding), employee, paid consultant or advisor to a supplier.

An employee having an outside personal economic relationship under the conditions specified above shall record a sworn statement to this effect with the Circuit Court of the County and the County Administrator.

- C. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the Department Director.
- D. The County Administrator or his/her designee shall determine whether a relationship could cause a potential conflict of interest.
- E. Employee acceptance of loans, advances, gifts, gratuities, favors or entertainment from a supplier, bidder or other party doing business with the County is improper. Such actions shall not be condoned.
- F. All employees must adhere to the following Martin County Officer and Employee Gift Policy:
  1. Martin County policy provides that Officers and employees shall not solicit nor accept any gift, gratuity, favor, entertainment or loan or any other items of monetary value from any organization, business firm or person who has or is seeking to obtain business from Martin County Government whose interests may be affected by the employee's performance or nonperformance of official duties.

The acceptance of nominal gifts in keeping with special occasions, such as retirement, illness birthdays or food and refreshments in the ordinary course of business meetings, unsolicited advertising or promotional materials that are available to the general public, or social courtesies which promote good public relations is permitted.
  2. Contributions made for flower funds or special gifts for fellow employees are not prohibited but must be totally voluntary on the part of each employee and any such gifts or contributions should be of minimal value.
  3. Officers and supervisors must avoid placing themselves in a position, which could create the impression of interfering with the objective evaluation and direction of their subordinates. No Officer or supervisor should accept gifts (or loans) from subordinates other than those of nominal value for special occasions and no Officer or supervisor may borrow money or accept favors from subordinates.
  4. All employees must be particularly careful to guard against gift relationships, which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.
- G. It is improper for any officer or employee to use his/her position with the County to obtain or attempt to obtain any special preferences, privileges or exemptions for himself/herself or for others.
- H. No officer or employee shall disclose confidential information gained by reason of his/her official position, nor shall the employee use such information for personal gain or benefit. Employees shall not discuss matters in litigation without prior notice to and approval by County Administrator and County Attorney.

#### **Political Activity**

- A. Employees may engage in the following political activities without fear of retribution: (None of these activities are to be accomplished while an employee is on duty. Violation shall be grounds for disciplinary action.)

1. Register and vote as they choose.
2. Assist in voter registration drives.
3. Contribute money to a political organization or attend political fund-raising functions.
4. Attend political rallies and meetings.
5. Join a political club or party or maintain political neutrality.
6. Sign nominating petitions.
7. Campaign for or against referendum questions, constitutional amendments, etc.

If an employee becomes a candidate for an elective public office, he/she must comply with the provisions of Florida Statutes regarding the necessity to resign or take a leave of absence without pay. Such determination shall be made by the County Administrator.

**B. Employees may not:**

1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote, or affecting the result thereof.
2. Directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party or candidate.
3. Interfere in any other way with the personal right of any officer or employee.

**Employment of Relatives**

County employees may not appoint, employ, promote, advance, or advocate for appointment, employment, promotion or advancement a relative, to a position in the County over which the employee exercises any jurisdiction or control.

**Release of Information**

- A. Employees shall always be courteous, friendly and helpful to those members of the public who seek information.
- B. Employees are cautioned that information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Any release of such information before final decisions or disposition of the matter often causes misunderstandings and confusion resulting in waste of time and money.
- C. Unless release of information is a normal part of their duties, employees should decline courteously to reveal information and may direct inquiries for information to the Department Director, County Administrator or his/her designee. It is not the intent of the County to be secretive or to withhold valid information, but to assure that all information released is true and accurate.
- D. From time to time any employee may be requested or subpoenaed to make a statement to an attorney or law firm regarding County business. Should an employee receive either a request or a subpoena, the matter shall be discussed immediately with the Department Director, who shall in turn notify the County Administrator or his/her designee and the County Attorney.
- E. These provisions shall not be interpreted in any manner that would conflict with Florida's Public Records Law or the Government in the Sunshine Laws.

**Solicitation and Distribution**

- A. Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.



- B. Employees of the County are prohibited from conducting or promoting private business for gain during duty hours or within any County Building.
- C. Distribution of literature for County-sanctioned programs such as recreational activities is not restricted by this rule.
- D. See also Article 7, Union Activities, in the collective bargaining agreement.

### **Use of County Property**

Employees shall not use County property, equipment or vehicles except in the performance of official duty, nor shall they permit its use by an unauthorized person, either on or off duty.

Personal use of County vehicles is expressly prohibited.

### **Dress and Appearance**

- A. County employees are expected to maintain high personal, moral and ethical standards. One of the most noticeable expressions of these personal standards is dress and appearance.
- B. No attempt is made to set specific standards for all employees. However, personal appearance standards may be established in departmental rules. The important factor is the overall impression created. What is appropriate for employees in one department may not be appropriate for another.
- C. Work clothes and uniforms provided for many departments generally set the standard for their functions. Determination of an employee's specific dress and appearance is a supervisory responsibility and shall be treated as such. Since employees work directly with the public from time to time or in close proximity to other County employees, it is necessary that employees appear neat, clean and professional, including maintaining proper personal hygiene.
- D. No employee whose duties involve the use of a badge, card or clothing insignia as evidence of authority or for identification shall permit such badges, cards or insignia to be used or worn by anyone who is not authorized to use or wear them, nor permit them to be out of his/her possession without good cause, or approval of the Department Director. Such badges, cards and insignia shall be used only in the performance of the official duties of the positions to which they are related.

### **DISCIPLINARY ACTION**

The County retains the right to treat each occurrence on an individual basis without creating a precedent for other cases, which may arise in the future. The following rules are not being construed as limitations upon the retained rights of the County, but merely as a guide.

Disciplinary action is intended to remedy improper conduct or deficiencies. Depending upon the circumstances, acceptable disciplinary actions may include:

- Written Warning
- Suspension Without Pay
- Demotion
- Discharge

The fact that three (3) separate disciplinary actions are listed should not be interpreted to mean that each action must be used or that there must be three (3) rule violations before an employee may be discharged. Most disciplinary actions may be considered progressive in their consequences in order to consider the cumulative effect and frequency of similar offenses. However, under certain conditions, the offense may be of such a nature as to require immediate termination. Each rule violation will be considered on an individual basis.

Offenses requiring disciplinary action are divided into three (3) types to reflect degrees of severity. In each group and for each rule, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of the employee's service, and the abilities of the employee. In each case where the penalty is modified from the standard, the reason for such modification should be noted in writing.

In all cases, the Department Director will notify the employee of the action taken, and a copy of such notice shall be included in the employee's personnel folder only after all appeal procedures have been exhausted.

### **Types of Offenses**

The following categories of offenses and resulting consequences are not intended to be all inclusive or restrictive but should be considered as examples of possible infractions and standard disciplines to be administered.

The three (3) groups of offenses and standard penalties are as follows:

### **GROUP I OFFENSES**

FIRST OFFENSE: WRITTEN WARNING

SECOND OFFENSE: ONE DAY SUSPENSION WITHOUT PAY

THIRD OFFENSE: THREE DAYS SUSPENSION WITHOUT PAY

FOURTH OFFENSE: DISCHARGE

1. Quitting work, wasting time, loitering, spending time on other than assigned duties, or leaving assigned work area during working hours without permission.
2. Taking more than the specified time for meals or break periods.
3. Demonstrating productivity or workmanship which is not up to required standards of performance.
4. Reporting to work or working while unfit for duty, either medically, mentally or physically.
5. Posting or removing any material on official bulletin boards or County property without authorization.
6. Violation of the Solicitation and Distribution rule.
7. Showing discourtesy to persons with whom the employee comes in contact while in the performance of duties.
8. Violating a safety rule or safety practice.
9. Making mistakes due to carelessness, which affect the safety of the public, County personnel, equipment, tools or property.
10. Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
11. Failing to keep the department and the County notified of proper address and telephone number (if any).
12. Failing to report a request for information or receipt of a subpoena from a law firm or an attorney for a matter relating to County business.

## **GROUP II OFFENSES**

FIRST OFFENSE: ONE TO THREE DAY(S) SUSPENSION WITHOUT PAY

SECOND OFFENSE: FIVE DAYS SUSPENSION WITHOUT PAY

THIRD OFFENSE: DISCHARGE

1. Leaving assigned area at the end of the scheduled shift without being relieved by the supervisor or the relieving employee on the incoming shift, for those units operating on a twenty-four (24) hour basis.
2. Failure to comply with requirements set forth in approved departmental rules and Standards of Conduct or provisions of the collective bargaining agreement.
3. Making or publishing false, vicious or malicious statements concerning any employee, supervisor, the County or its operations.
4. Abuse of Leave privileges.
5. Being absent from work without permission or leave.
6. Failing to immediately report an accident or personal injury in which the employee was involved while on the job.
7. Excessive tardiness. "Excessive" is considered occurring three (3) or more times within a thirty (30) day period.
8. Absenteeism. Unscheduled leave of three (3) or more occurrences in a thirty (30) day period without a doctor's statement or a pattern of unscheduled leave including but not limited to: taking unscheduled leave before a holiday, weekend, or the employee's day off.
9. Incompetency, inefficiency, or negligence in the performance of duty.
10. Use of County equipment, tools and/or machines which the employee has not been assigned.
11. Being convicted of a DUI/DWI. This includes pleas of guilty, nolle contendere, no contest, and adjudication withheld.
12. Threatening, intimidating, coercing or interfering with fellow employees or supervisors at any time, including abusive language.

## **GROUP III OFFENSES**

FIRST OFFENSE: FIVE DAYS SUSPENSION WITHOUT PAY OR DISCHARGE

SECOND OFFENSE: DISCHARGE

1. Wanton or willful neglect in performing assigned duties.
2. Deliberately misusing, destroying, or damaging any County property or property of an employee or citizen of the County while on duty.
3. Receiving or soliciting from any person, or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons, in violation of Martin County's Gift Policy.
4. Knowingly falsifying personal or County records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, application or claims.
5. Insubordination by refusing to perform work assigned, or to comply with written or verbal instructions of his/her supervisor, except that which is deemed illegal, unsafe, or contrary to County policy.
6. Unauthorized use or display of firearms, explosives or weapons on County property.
7. Theft or removal from County locations without proper authorization of any County property or property of any employee or citizen.
8. Unlawful or improper conduct, or indecency, either on or off the job, which would tend to affect the employee's relationships to the job, fellow workers, reputation or goodwill in the community.
9. Being absent from duty for a period of two (2) consecutive days without personally notifying your supervisor and or designee.
10. Failing to return from an authorized leave of absence.
11. Permitting another person to use an employee's identification card, unauthorized use of another

person's card or altering an identification card.

12. Possession of alcoholic beverages in or on County property excluding unopened containers in personal vehicles. Drinking alcoholic beverages while on duty including break periods and lunch times or habitual use or abuse of controlled substances; or reporting for work while obviously under the influence of alcohol or drugs, excluding prescription drugs prescribed by a licensed medical professional.
13. Using or attempting to use political influence or bribery to secure an advantage of any manner.
14. Being convicted of a misdemeanor of the first degree, as defined by Florida Statutes, being convicted of a felony, or any violation involving moral turpitude while either on or off the job, which directly impairs employee's ability to perform the functions of his/her position.
15. Sleeping during work hours.
16. Provoking or instigating a fight or fighting on County property.
17. Failure to maintain a valid Florida Driver's License or any other certification required to perform the functions of the employee's job.

**SIGNATURE PAGE**

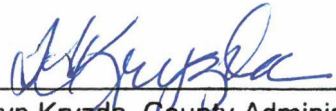
IN WITNESS WHEREOF, the parties have agreed to this Agreement this 10<sup>th</sup> day of August, 2021.

For Teamsters Union 769:

  
\_\_\_\_\_  
Chuck Thome, Business Representative

Date: 8-10-2021

For the County:

  
\_\_\_\_\_  
Taryn Kryzda, County Administrator

Date: 8/24/2021

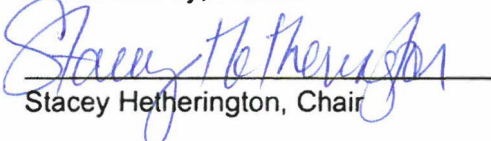
Ratified by Teamsters Union 769 on the

3 day of August, 2021.

Approved as to Form and Legal Sufficiency

  
\_\_\_\_\_  
Sarah Woods, County Attorney

Board of County Commissioners  
Martin County, Florida

  
\_\_\_\_\_  
Stacey Hetherington, Chair

Attest:

  
\_\_\_\_\_  
Carolyn Timmann, Clerk of the Court

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**MARTIN COUNTY AND TEAMSTERS LOCAL UNION NO. 769**

This Memorandum of Understanding is made between Martin County, a political subdivision of the State of Florida (the "County") and Teamsters Local Union No. 779 ("Union") this 10<sup>th</sup> day of September 2021.

WHEREAS, the County and the Union negotiated a Collective Bargaining Agreement that will be effective from October 1, 2021 through September 30, 2024 ("Agreement");

WHEREAS, the parties determined that Article 47 - Wages of the Agreement should be clarified prior to the effective date; and

WHEREAS, County and the Union have agreed to clarify Section 1 of Article 47- Wages for the future implantation of the yearly wage increase.

NOW, THEREFORE, the County and the Union agree as follows:

1. The Section 1, Article 47 – Wages, provides:

Section 1. Bargaining Unit employees will receive either a wage increase of 2% semi-annually or a wage increase of \$1.00 per hour annually, whichever is greater, for Fiscal Years 2022, 2023 and 2024. The 2% wage increase will be issued semi-annually on the first full pay period in October and April of each fiscal year. The \$1.00 per hour wage increase will be issued annually on the first full pay period in October of each fiscal year. Bargaining Unit employees' wages will be evaluated annually on September 30th to determine the appropriate wage increase for the upcoming Fiscal Year.

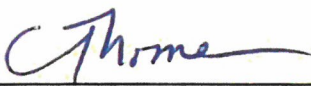
The parties clarify the last sentence of Section 1 above as follows: Bargain unit employees' current base salary will be evaluated annually on September 30<sup>th</sup> to determine the appropriate wage increase for the upcoming Fiscal Year.

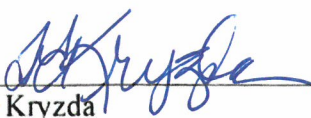
2. The removal of the following sentence from Section 1, Article 47 – Wages, was a scrivener's error and will be included in the final executed Agreement: "Any amount over the employee's pay grade maximum shall be paid as a one-time lump sum."

IN WITNESS WHEREOF, the County and the Union have caused this Memorandum of Understanding to be signed by their respective duly authorized representatives.

TEAMSTERS LOCAL UNION NO. 769

MARTIN COUNTY

By:   
\_\_\_\_\_  
Chuck Thome  
Business Representative

By:   
\_\_\_\_\_  
Taryn Kryzda  
County Administrator