

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	N/A	N/A	N/A	N/A	N/A
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$0				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No
 Does this item include the use of state funds? Yes No

Budget Account No: Fund _____ Agency _____ Organization _____ Object _____ N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The impact on FY 2024 of the ATB increase is 6%, which has already been budgeted and approved by the Board in the current budget. This increase is the same afforded to non-represented employees. Funding included in the General Fund.

C. Departmental Fiscal Review:  _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

ASDUAL 3/6/25
 OFMB ESW 3-5-25

Brenda Good 3/6/25
 Contract Dev. & Control
 267 3.6.25

B. Legal Sufficiency

Jean-adel Williams
 Assistant County Attorney

C. Other Department Review

 Department Director

TA 2/5/2025
Reginald Duren

2/5/25 TA
Mark Halme 2/5/25

ARTICLE 3

Payroll Deduction of Union Dues

Management moves to strike from Collective Bargaining Agreement per SB No. 256 or F.S.S. 447.303.

Section 1:

~~The County agrees to make payroll deductions of Union dues when authorized to do so by the employee on a form certified to the County by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.~~

Section 2:

- ~~a. The County agrees that, upon receipt of an individual written request on a form specified in Section 1 and signed by an employee covered by this Agreement, it will deduct biweekly from such employee's wages the amount of Union dues and initiation fees specified by the Union. The County will forward monthly the amount deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed.~~
- ~~b. In general, dues deduction will be made in designated pay periods, for properly executed dues deduction authorizations received by the appropriate County representative on or before the 15th day of the preceding month. However, the County assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.~~
- ~~c. An employee may submit a written request on a form to be supplied by the Union to revoke a dues deduction authorization which shall be effective within thirty (30) days of receipt by the County Payroll Supervisor and the Local Union President.~~
- ~~d. The County, upon the promotion or transfer of a dues paying member out of the CWA bargaining unit, will cease such deductions within 30 days of such promotion or transfer.~~

Section 3. ~~The County shall submit a monthly list of the names, and addresses of employees in the bargaining unit, employees on whose behalf dues have been deducted, employee identifying numbers, seniority date, date of termination, or date of transfer out of the bargaining unit for deletions, department names and department numbers, job titles and job title numbers, total amount of dues paid each month and total amount of members and non-members, to the Secretary-Treasurer of the Union or his/her authorized agent as directed and a copy to the Local Union President. The payroll deduction remittance to the Union will be made during the first pay period in each calendar month.~~

Section 4. C.O.P.E. Deduction Authorization:

- a. ~~The County agrees to deduct each pay period, and pay over to the Secretary/Treasurer of the Union, Committee on Political Education (CWA COPE PCC), \$2.00 from the wages of those employees who voluntarily authorized such contributions on a form provided by the Union. The payroll deduction remittance for CWA COPE PCC to the Union will be made during the first pay period in each calendar month along with a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. The County assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.~~
- b. ~~Employees may sign up for C.O.P.E. deductions at any time.~~
- c. ~~An employee may submit a written request on a form to be supplied by the Union to revoke a C.O.P.E. deduction authorization which shall be effective within thirty (30) days of receipt by the County Payroll Supervisor and the Local Union President.~~

TA (Reginald Duren)
2/5/25

2/5/25 TA
Mark Wallace 2/5/25

ARTICLE 5 Union Representatives

Management proposes the new language contained herein 02-05-2025.

Section 1. Designation of Representatives. The Union shall have the right to designate a maximum of thirty-five (35) employees of the County who are covered by the Agreement as representatives, regardless of title or position held, including the Local President and officers. The County shall recognize such representatives upon presentation of their names in writing to the Director of Human Resources. Any changes in the representatives as designated will not be effective until after receipt of written notice of such change to the Director of Human Resources. Five (5) of these representatives whose names will be submitted separately to the Director of Human Resources will only be allowed Union time off without pay and shall not represent a grievant or handle grievances. All other sections of this Article shall apply.

Section 2. Performance of Union Representative Business. Only employees designated under Section 1 above will be granted time off from work for the purpose of attending to any Union representative activities, and any such activities must be performed while off duty and without pay except in the following circumstances. No more than two employees from a Department will be permitted off for Union business at any one time.

- a. In the event Management requests a meeting with a Union representative during work hours, the County will be responsible for paying the representative.
- b. At steps one, two and three of grievance hearings with Management, the employee and one Union representative will be paid for attendance at meetings occurring at a time the employee would otherwise have been working.
- c. Employees may request the presence of a Union representative if called into a disciplinary interview or an investigatory interview that may lead to disciplinary action of any bargaining unit employee. In such cases, Management is responsible for paying the Union representative. Management can call in a representative immediately if available, such as when a representative is employed in the same department, or postpone the meeting for 48 hours to allow the employee to obtain a representative. Alternatively, Management must hold such a meeting after the Union representative's working hours.
- d. One Union representative will be paid by the County for attending a pre-termination conference when the Union President cannot attend. However, the ~~union~~ Union may have other representative(s) attend pretermination conferences if they so ~~choose~~ choose and will be responsible for paying the Union Representative(s).

No Union representative will be paid for meetings scheduled after hours.

Time during which an employee is off duty to attend to Union representative activities will be considered as time worked for seniority, insurance benefits, vacation and sick leave accrual purposes only, unless it accumulates to more than thirty (30) days per year, in which case the

excess will not be counted for these purposes. In the event the Local President and Executive Vice-President is a County employee, it will be one hundred-fifty (150) days for the President and one hundred-fifty days for the Executive Vice-President.

Section 3. Requests for Time Off. Employees designated under Section 1 above will be granted time off for Union representative activities only upon the submission of a request in writing submitted to the representative's supervisor at least twenty-four (24) hours in advance of the requested time off. Periods of time off granted will be in increments of one hour and the requests will be denied or postponed if management believes that the absence of the representative under the circumstances will adversely affect County operations.

Section 4. Visitation. Representatives as designated under Section 1 of this Article and any other duly authorized representative whose name has been previously submitted in writing to the Director of Human Resources shall be permitted on the County's premises for the purpose of investigating grievances, adjusting grievances, or ascertaining whether the Agreement is being observed. Visitation for any such purpose shall not occur until 24 hours after notice to the Director of Human Resources, who shall not unreasonably deny the visitation.

Section 5. Non-interference with Production or Services. The investigation, handling, or adjustment of grievances shall not, insofar as is practical, be conducted by employees and Union representatives during normal working hours. If grievance matters must be attended to during normal working hours, it will be done so as to cause a minimum of interference with production or services, and employees who are to be so engaged shall be required to obtain permission and be without pay as set forth under Section 2 and 3 above.

Section 6. Bulletin Board. The Union shall be permitted space on existing bulletin boards to post necessary Union notices of a businesslike non-inflammatory nature. All notices posted must be signed by an elected official of the Local Union and approved in advance by the Director of Human Resources. Notices in preapproved format need not be resubmitted for approval for subsequent postings. The Union shall supply at its own expense bulletin boards where none exist or are not adequate, and such boards shall be placed at mutually agreeable locations.

(Reginald Duren)
2/5/2025

2/5/25
TA
Mark Warner 2/5/25

ARTICLE 6 Management Rights

Remains as is; Management moves to maintain original language 02/05/2025.

Section 1. All rights of management which are not specifically limited by the provisions of other articles of this Agreement are retained by the County. Unless it is provided specifically to the contrary, nothing in this Agreement shall be deemed as a guarantee or obligation to continue any operation, or portion thereof, performed by employees in the bargaining unit, nor shall this Agreement guarantee employment to any employee.

Section 2. The exclusive functions of Management include but are not limited to: the management of the County and the direction of the working forces; the right to plan, direct and control all the operations or services to be performed in or at any facility or by employees of the County; to schedule the working hours; to hire, promote, demote, transfer, layoff, and recall; to suspend, discipline, or discharge for just cause; to relieve employees because of lack of work or for other reasons; to make and enforce production standards; to make and enforce rules and regulations of employee conduct and performance; to classify and reclassify employees, and to determine the content of job classifications; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment, or facilities; to administer the County Merit System Rules and Regulations.

Section 3. The County shall retain the right to subcontract any of its operations. In the event that a subcontract results in the elimination of a position, incumbents will be given consideration for the filling of any existing vacancies for which they are qualified, or failing that, they may be laid off. Upon request of the Local Union President or designee, the County will discuss the effects of the subcontracting upon the members of the bargaining unit; however, this shall not constitute a restriction upon the County's right to subcontract and lay off employees.

TA
2/5/2025
(Reginald Duren)

TA
2/5/25
Mark Ward 2/5/25

ARTICLE 8 Overtime/Hours of Work

Remains as is; Management moves to maintain original language 02/05/2025.

Overtime/Hours of Work

Section 1. The workweek for payroll purposes shall be a seven (7) consecutive day period commencing at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday. A workday shall be the 24-hour period commencing with the employee's scheduled starting time. A work shift shall be that portion of a workday during which the employee is scheduled, or assigned on an unscheduled basis, to work. Overtime is that time during which a full time employee works over 40 hours per week, not including any sick or disability leave. Previously scheduled vacation leave, funeral leave, holiday, jury duty, incentive leave, and union time and voluntary furlough leave without pay under Article 10 of this Agreement will be considered as time worked for the purpose of computing overtime. If an employee works more than 12 hours in any 24 hour period, s/he shall be paid time and one-half for the hours in excess of their normally scheduled shift (not to apply to employees who may be regularly scheduled for 12 hour shifts).

Section 2. Overtime pay or compensatory time off shall be at the employee's option. Overtime premium pay shall be paid at the rate of time and one-half (1 1/2) of the regular hourly rate of pay (including shift differential and standby) for all overtime hours. Compensatory time off shall be at time and one half. If the employee has any compensatory time left at the end of the fiscal year, the employee shall be paid for any unused compensatory time. Records will be kept by the Department or Division Head's office.

Section 3. Overtime assignments may be required and shall be distributed among those employees who normally perform the work and such assignments shall be made as equally as is practicable. Employees shall be notified of overtime assignments reasonably in advance of the assignment, based upon the reason for the assignment, and normally 24 hours prior thereto. Overtime work records shall be maintained in the Department Director's and/or Division Director's office and may be examined there.

2/5/25
TA
Mark Watone 2/5/25

TJA
2/5/25
Reginald Duren

ARTICLE 9
Sick Leave/Compensation

Management proposes the new language contain herein.

Section 1. Amount of Sick Leave. All regular, full-time employees covered by this Agreement shall be provided with eight (8) paid sick leave days (64 hours) per fiscal year commencing October 1 of each year. All permanent part-time employees shall be entitled to a pro-rated portion of the eight (8) day payment based upon their scheduled hours, i.e., a 20 hours per week employee will receive 32 hours pay. For employees out on an existing C85/65 at the commencement of the new fiscal year, sick leave benefits (64 hours) and compensation (C85/65) will start over October 1 each year. Only one 85/65 benefit allotment will be granted per fiscal year. Employees hired after October 1, 1997, will accrue sick leave days based upon their hire date and the following schedule:

<u>New Hires</u>		<u>Transferring County Employees*</u>	
<u>Month of Hire</u>	<u>Days Accrued</u>	<u>Month of Hire</u>	<u>Days Accrued</u>
October	8	October	8
November	7	November	8
December	6	December	8
January	5	January	8
February	4	February	8
March	3	March	8
April	2	April	8
May	1	May	8

* Existing County employees transferring into the Union in the month of May or prior will receive the full allotment of eight (8) paid sick leave days (64 hours) immediately upon transfer. Existing County employees transferring into the Union in the months of June, July, August, or September will not be provided with paid sick leave days.

Payment for any unused sick leave shall be made to the employee in the form of a bonus check in a lump sum amount at the end of the fiscal year, provided the employee is still on the payroll at that time. The check shall be calculated as of September 30 and paid to employees in mid-December. Employees who terminate after September 30, but before the mid-December payment, will be paid this balance at their date of termination. Employees who leave County employment shall receive 50% of their unused sick leave. New employees who terminate must work a complete pay-period prior to receiving any payment for their sick leave.

Section 2. Utilization of Sick Leave. Sick time taken during the year, up to the maximum of eight (8) days, will be time off with pay at the time it is taken. Employees may only use vacation time to supplement the first 8 days/64 hours of absence after using any remaining balance of the 64 hours, at the employee's option.

Sick Time taken in excess of eight (8) days for an employee's own injury or illness will be paid according to the following compensation benefit:

- a. If employees are eligible because of seniority for 85% or 65% compensation benefits, they must use these benefits second after exhausting the 64 hours, or the pro-rated portion thereof. No vacation leave can be used to substitute for or supplement the 85/65% compensation benefits.*
- b. If an employee has previously used all eight (8) days sick leave but is eligible for 85% compensation benefit on day #9 (or hour 65) of the leave, s/he may choose to use vacation leave or be docked while waiting until the 85% compensation benefit becomes effective.
- c. Employees will be eligible for one first-time 85/65% ~~medical leave of absence~~ compensation benefit per fiscal year in accordance with Section 3 below. If the employee returns to work from a first-time 85/65% ~~medical leave~~ compensation benefit without utilizing all available benefits and is out again due to illness/injury for five (5) or more consecutive work days, the 85/65% compensation benefit will continue from where it left off payable from day one of the subsequent absence. The same shall apply to any additional qualifying absences during the fiscal year until all 85/65% compensation benefits are exhausted. Employees who return to work from an 85/65% ~~leave of absence~~ compensation benefit due to a critical or life-threatening illness/injury but who continue on a scheduled treatment plan directly related to this medical condition may be eligible to use their remaining 85/65% compensation benefits to cover time off for such treatment without serving another waiting period. The treatment plan must be prescribed by the employee's physician and is subject to authorization by the County's Occupational Health Clinic.

Sick leave may be used for illness or injury to the employee or to his/her immediate family if the employee is needed to provide care to the family member. Immediate family is defined as spouse, parent or child as per the Family Medical Leave Act and County FMLA/Domestic Partner Policy. Sick leave may also be used for medical or dental appointments of the employee or the employee's immediate family.

Employees with an authorized FMLA/Domestic Partner leave certification for a personal or covered family member and, who have exhausted their 64 hours of allotted sick leave, may use accrued vacation leave for an absence from work that is covered by the certification. This provision does not alter the 85/65% compensation benefit language.

Section 3. Compensation Beyond Eight (8) Days Sick Leave. Regular, full-time (40 hours) employees who are off work due to illness or injury of the employee for eight (8) consecutive days or more* shall receive pay in the amount of 85% compensation of their regular straight-time earnings for each consecutive workday missed in accordance with their years of service and the following schedule:

<u>Days of Consecutive Years of Service</u>	<u>Absence Paid for</u>
6 mos but less than 1 yr	9 **
1 but less than 3	9 through 16 (64 hours)
3 but less than 5	9 through 26 (144 hours)
5 and over	9 through 30 (176 hours)

All permanent part-time employees shall be entitled to receive pay under this Section based upon their normal scheduled day, i.e., employees who work 4 hours per day will receive 85% or 65% of their regular, straight-time pay for 4 hours of each covered day of absence. Full-time employees who have been absent and receiving 85/65% compensation benefit pay and who can return to limited and/or modified duty part-time can continue to receive 85/65% compensation benefit pay for the portion of their scheduled hours they are not able to work.

* For purposes of this section, eight (8) consecutive workdays mean 64 hours of work, and a workday shall be 8 hours.

** Meaning that the employee is paid for the 9th day of absence, or for the 65th-72nd hours.

Employees with six (6) or more years of service will be paid for an absence due to illness or injury of the employee for consecutive days of absence beginning with the 31st day, in the amount of 65% of the employee's regular, straight-time earnings, for a maximum of 1040 hours. This payment will be paid by the County or by an insurance carrier at the County's option but will only be paid under any circumstances until the sooner of:

- (a) the employee returns to work;
- (b) receives a disability retirement
- (c) retires on any other basis;
- (d) quits;
- (e) is determined by competent medical expert of the County's choosing to be fit to return to work;
or
- (f) it is determined by competent medical expert of the County's choosing that the employee will not be fit to return to work within six (6) months from the 31st consecutive day of the absence;
or
- (g) six (6) months measured from the 31st consecutive day of the absence.

Payment received under this Section 3 shall be offset by any Worker's Compensation benefit received by the employee for the same period. An employee who received 65% ~~disability leave~~ compensation benefit for the maximum period of six (6) months, and who is still not fit to return to work may be terminated at that time if the County so elects.

Section 4. Proof of Sickness or Injury. As a condition for receipt of pay for an employee's own illness or injury as set forth in Section 3 above, the County may require proof of illness or injury which ~~incapacitates shall be in accordance with the requirements of Family Medical Leave Act (FMLA) and other applicable laws, to the employee from working.~~ Failure to supply such proof as is satisfactory to ~~management the County or duly authorized agent~~ will result in pay being withheld or not paid.

Section 5. Current Sick Leave Banks. An employee may elect to use accrued sick leave banks for any days of consecutive absence but shall not be paid under Section 3 for any such days for which he/she uses accrued sick leave. Employees covered by this Agreement who have accrued sick leave under the County's policy in effect at the time of the signing of this Agreement shall be entitled to use their accrued amounts in any manner permitted by that policy, but no employee covered by this Agreement shall accrue any additional sick leave beyond that which is accrued as of September 30, 1982. Except for

the application of the County's policy for the purpose of utilization of previously accrued sick leave, that policy shall be null and void for all employees covered by this Agreement.

Section 6. Return to Work. Employees who are absent due to sickness or injury may be required to provide medical approval for their return to work.

Section 7. Approval. Leave forms are required for all absences. Management will approve or disapprove leave requests by the end of the workday for requests of one (1) day. Requests are to be submitted to the appropriate supervisor with authority to approve or disapprove no later than the beginning of the work shift the day before the requested day off. Management will approve or disapprove leave requests of more than one (1) day within 48 hours of receipt. This does not supersede Departmental and Merit Rule requirements for notice.

Reginald Daren
2/5/25

Mark Whorne 2/5/25

TA 2/5/25

ARTICLE 11
Compassionate Leave

Remains as is; Management moves to maintain original language 02/05/2025.

Section 1. In the event of a death in the employee's immediate family, the employee will be granted leave with pay. Such leave will be for four (4) consecutive work days. Requests for the leave shall be made to the Department or Division Head on a form to be supplied by the County. Documentation/Verification may be requested by management.

Section 2. The immediate family shall include the employee's mother, father, sister, brother, children, grandparents, grandchildren, spouse, mother-in-law, father-in-law, stepchildren, stepparents and certified domestic partner and eligible dependents of a certified domestic partner.

TA
16/18
2/5/25
(Reginald Duren)

TA 2/5/25
Mark Wayne 2/5/25

ARTICLE 15

Holidays

Remains as is; Management moves to maintain original language 02/05/2025.

Section 1. Employees covered by this Agreement, who are entitled to a paid Holiday benefit under the County's present policy, will continue to receive Holiday pay for the following holidays:

New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and two (2) floating holidays to be added to or substituted for any of the above, at the discretion of the Board of County Commissioners.

Section 2. The conditions for receipt of holiday pay shall be as provided by County policies as they presently exist or are changed from time to time, provided that employees who do not receive pay for the scheduled workday immediately before or after the holiday (excluding disciplinary suspensions or union business), shall not receive holiday pay. The Union shall be notified of any changes in holiday pay policies. If the change is an increase or decrease in the number of general application to employees covered by this Agreement, it shall be negotiated with the Union prior to implementing the change.

Section 3. A holiday will be paid as an eight hour day. In departments/divisions where employees are scheduled to work four ten-hour days, the Department will either change work schedules during the holiday week or opt for a yearly schedule of ten holidays at ten hours pay (omitting Washington's Birthday and Columbus Day), at the Department's discretion. Under no circumstances will a 40 hour week employee receive less than 40 hours of pay during a holiday week.

TA, 12/20/21
2/5/2025 (Reginald Buren)

2/5/25
TA
Mark Warner 2/5/25

ARTICLE 16 Vacation Leave

Remains as is; Management moves to maintain original language 02/05/2025.

Section 1. Accrual of vacation leave.

- a. Vacation leave accrual for full time employees is as follows:

	<u>Years of Employment</u>	<u>Hours per Pay Period</u>
	1st year	4.00 hours
Beginning of	2nd year thru	
Completion of	5th year	4.62 hours
Beginning of	6th year	4.93 hours
Beginning of	7th year	5.24 hours
Beginning of	8th year	5.54 hours
Beginning of	9th year	5.85 hours
Beginning of	10th year	6.16 hours

- b. Permanent part-time employees will earn pro-rated vacation hours based on their scheduled hours per week. Part-time employees can calculate the amount of vacation hours they will accrue each pay period by dividing their scheduled hours per week by 40 and multiplying the result times the vacation hours accrual of a full time employee.

For example: 30 divided by 40 = .75 times 6.16 (accrual for a 10 year employee) = 4.62 hours per pay period.

- c. Employees who are paid less than their weekly schedule will have their vacation accrual pro-rated for the pay period. For example, a ten (10) year employee who is docked eight (8) hours of pay would accrue 5.54 hours instead of 6.16 hours (8 hours divided by 80 = 10% reduction in the accrual).
- d. Vacation accruals are reflected in the employee's paycheck the week following the end of the pay period. Employees cannot take more vacation time than is shown as a balance on their last paycheck.
- e. No vacation leave shall accrue to employees in any bi-weekly pay period in which more than one-half (½) of their bi-weekly schedule is reported as LWOP.
- f. A new employee shall begin accruing vacation leave after one (1) full pay period.
- g. The maximum accumulation of vacation leave that can be carried over from one calendar year to another is 400 hours. Any employee who has accrued vacation leave in excess of 400 hours at the end of the last pay period of each calendar year shall forfeit the excess leave and the vacation leave balance shall automatically be reduced to 400 hours.

Exception: Employees who have requested leave and because of documented extenuating circumstances have not been able to use excess vacation leave during the year will be allowed to carry over the excess time to the next calendar year.

Section 2. Use of vacation leave.

- a. Notification - No vacation leave may be taken without prior approval by the employee's immediate supervisor, and the denial of vacation leave is not grievable.
- b. All employees are charged the number of their regularly scheduled daily hours for each day used for vacation leave.
- c. Vacation leave may be granted to attend funerals of friends or family. It may also be used to extend a compassionate leave absence after that leave has been expended.
- d. Vacation leave is to be used for personal religious holidays other than those specified as legal holidays.
- e. Vacation leave is to be used to transact personal business which cannot be transacted except during working hours.
- f. Each employee is required to take a minimum of 80 hours of vacation leave per calendar year after completion of one (1) year of service.

Exception: Upon approval of the Department Head, an employee may be granted a waiver from this requirement if the employee submits a request to use the leave for a future specified occurrence such as an extended vacation.

- g. Management will approve or disapprove leave requests by the end of the workday for requests of one (1) day. Requests are to be submitted to the appropriate supervisor with authority to approve or disapprove no later than the beginning of the work shift the day before the requested day off.

Management will approve or disapprove leave requests of more than one (1) day within 48 hours of receipt. This does not supersede Departmental and Merit Rule requirements for notice.

Section 3. Payment for unused vacation leave credits.

- a. Payment of all accrued vacation leave credits is effective the payday following the date of separation from County service.
- b. Employees terminating with less than three (3) months of service shall not receive payment for unused vacation leave.
- c. In the event of the death of a permanent-status employee, all payments for accrued vacation leave will be made to the employee's beneficiary, estate, or as provided by law.

TA [Signature] (Reginald Daren)
2/5/25

2/5/25
TA
Mark Waime 2/5/25

ARTICLE 19

Employment of Union President

Remains as is; Management moves to maintain original language 02/05/2025.

Section 1. Upon a County employee becoming Local President, s/he may elect to resign his/her position with the County. If and when the President elects to resign his/her position with the County, s/he must give a notice of at least two (2) weeks. The Local President will be allowed to continue insurance benefits; however, the president and/or the Union will be responsible to pay the cost of the County's part.

Section 2. Upon resignation, the employee will retain a one time recall right to an available, vacant County position within the bargaining unit for which s/he meets minimum entrance requirements, without competition, at a pay grade level at or below the pay grade left. Within ninety (90) days of vacating the position of Local President or at any time while still the Local President, the County must be notified of the wish to exercise the option to return to work. Upon return to work, past seniority and insurance benefits will be reinstated.

TJA
2/5/25
TD (Reginald Daren)
2/5/2025

2/5/25

TJA

Mark Whome 2/5/25

ARTICLE 21

Certification or Re-Certification

Remains as is; Management moves to maintain original language 02/05/2025.

Section 1. Any employee who is required to take County-imposed courses, classes, certification or re-certification will be entitled to the following:

- a. If there is a cost involved in taking the above, the County will pay the cost, including books.
- b. All County-imposed classes, courses, certification or re-certification may be held during regular working hours if available during regular working hours. In the event employees must take the above on non-work time, the employee's work schedule may be changed.
- c. The above shall apply to all job classifications in the bargaining unit.
- d. If an employee who has received reimbursement for the cost of any classes, courses, certification or re-certification leaves County employment prior to the expiration of the above; the employee will be required to pay back to the County a prorated portion of the cost.

Section 2. All licenses, certifications, etc., that are required by Federal or State laws, rules or regulations are not eligible for the above referenced reimbursement.

Section 3. All Bargaining Unit Certifications and pay for such certifications are listed in the Palm Beach County Classification and Pay Plan. Any changes to the certifications, including the elimination of a certification, additional certifications and certification pay must be negotiated.

JA 2/12/25
(Reginald Duren)

JA
2/12/25
Mark Neume 2/12/25

ARTICLE 4 Grievance Procedure

~~Remains as is; original language. Management withdraws in 02/05/2025. Management proposes the new language contain herein.~~

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Section 1. Definition. For the purpose of this Agreement, a grievance is any dispute or difference of opinion between the County and the Union, or between the County and any of its employees covered by this Agreement, involving the interpretation or application of the provisions of this Agreement; or the written reprimand, suspension, or discharge of an employee covered by this Agreement. Disputes concerning the meaning or application of any rules, regulations, ordinances, laws or policies not specifically contained within this Agreement are not subject to the grievance procedure set forth below except for their application in a case of discipline or discharge.

Section 2. Both parties endorse the concept that individual grievances should be resolved at the lowest possible level of management.

Section 3. Procedures: Grievances shall be handled in the following manner:

a. Individual Employee Grievances:

Step 1: Any employee who believes s/he has a grievance shall present it to the Division Head or designee in writing on a form to be supplied by the Union to include the following (See Section 4, Time Limit for Filing):

- (a) the employee's name and signature;
- (b) date of alleged incident giving rise to the grievance;
- (c) all known relevant information concerning the grievance;
- (d) provision of the Agreement allegedly violated;
- (e) relief sought by the employee;

The referral to this level of management must be made within fifteen (15) working days after the event giving rise to the grievance or within fifteen (15) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event. The Division Head or designee shall meet with the grievant, investigate and give consideration to available facts, and consult with any other person(s) he/she believes may be able to help resolve the matter. The Division Head or designee shall reply in writing stating all known relevant information on which the decision was based within fifteen (15) working days of the meeting.

Step 2: If the grievance is not settled satisfactorily in Step 1 above, it may be referred by the grieving employee(s) to the department head or designee within fifteen (15) working days after the first step answer is given or the time by which the first step answer should have been given if not provided. If requested, the department head or designee will meet with the grievant. The department head or designee shall reply in writing stating all known

relevant information on which the decision was based within fifteen (15) working days of the meeting.

Step 3: If the grievance is not settled satisfactorily in Step 2 above, it may be referred by the grieving employee(s) to the Director of Human Resources within fifteen (15) working days after the second Step answer is given or the time by which the second Step answer should have been given if not provided. The Director of Human Resources or his/her designee shall meet with the grievant within ~~fifteen (15)~~ thirty (30) working days of receipt of the grievance and shall reply in writing stating all known relevant information on which the decision was based within fifteen (15) working days of the meeting. If for any reason, the Director of Human Resources or designee fails to reply within the fifteen (15) working days of the meeting with the grievant, the grievance shall be deemed denied.

b. Class Action or Union Grievances:

The Union may file a class action grievance on behalf of several employees or a grievance relating to contract language disputes. Such grievances shall be filed at Step 3 of the grievance procedure within fifteen (15) working days after the Union/Grievant, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Union/Grievant may invoke arbitration by sending a Notice to Arbitrate to the Human Resources Director or designee, within thirty (30) working days after receipt of the Director of Human Resources answer, decision, or (30) working days after the date that the grievance is deemed denied, whichever occurs first.

Within fifteen (15) working days of sending Notice of Intent to arbitrate, The Union will meet with the Director of Human Resources to discuss the grievance prior to Union/Grievant shall requesting a list of at least five (5) panel of arbitrators from the Federal Mediation and Conciliation Service. Unless formally agreed upon by both parties in writing, failure to meet within the specified timeframe will result in the grievance being denied and the Union's right to pursue the matter deemed waived. If the issue remains unresolved following this meeting the Union shall within forty five (45) working days request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators.

The parties shall meet within (twenty) 20 working days upon receipt of the list and, if unable to agree upon an arbitrator, shall choose an arbitrator from the list by alternate striking of names, two at a time with the Union striking first. The arbitrator should be notified of his/her selection by a joint letter from the County and the Union requesting that s/he set a time and place for the hearing subject to availability of the County and Union representatives.

Each party is allowed one cancellation of a scheduled arbitration and any associated costs will be shared equally by the parties. Any associated costs for additional requests to cancel will be fully paid by the cancelling party. If an employee is reinstated by the arbitrator and if

back pay/benefits is awarded, the award will be calculated from the originally scheduled arbitration date, except for any cancellation unilaterally requested by the County.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. In a discipline case, s/he shall not have the right to modify the degree of discipline if just cause for any discipline has been found, unless the discipline is ~~inappropriate according to~~ not provided for in the Merit Rule Disciplinary Guidelines. S/He shall consider and decide only the particular issue presented in writing by the County and the Union and his/her decision and award shall be based solely upon interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does not involve an interpretation of the express terms or provisions of this Agreement, the arbitrator shall so rule in his/her award and the matter shall not be further entertained by the arbitrator. The fee and expenses of the arbitrator shall be divided equally between the parties. In no event shall an award be retroactive to a date more than fifteen (15) working days prior to the date of the filing of the grievance.

Where the Union is not a party and does not represent the aggrieved non-member in the arbitration proceedings, the grievant must deposit, twenty (20) days prior to the Arbitration Hearing, in a County escrow account, a sum equal to the estimated cost of the compensation and expenses of the arbitrator. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. The County will require the grievant to make the appropriate deposit by cash, money order, or certified check, to be held by the County in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing.

c. Expedited Arbitration:

Any grievance of a disciplinary action up to and including termination of employment, except those grievances that also involve one or more issues of arbitrability or contract interpretation, may be submitted by either party to expedited arbitration by notifying the other party in writing within thirty (30) working days after the filing of a request for arbitration by the Union.

For expedited arbitration of grievances involving termination of employment, any decision by the arbitrator to award back pay or benefits shall be based on the time period from the effective date of the grievant's termination up to the date of the arbitrator's decision, not to exceed six (6) months from the effective date of the Human Resources Director's final written response at Step 4 or the effective date that the grievance is deemed denied.

In cases of termination, either party may notify the other party in writing within thirty (30) working days after receiving written notice of the other party's election to submit the grievance to expedited arbitration that they elect not to go to expedited arbitration. If such an election is made, the grievance will not be submitted to expedited arbitration.

A panel of five (5) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until his or her services are terminated by written notice from either party to the other party. The arbitrator will be notified that his or her services are terminated by a joint letter from both parties. The arbitrator will conclude his or her services by deciding any grievances heard by the arbitrator before the date of the joint letter notifying him or her of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be assigned to the same arbitrator. ~~If a grievance is settled, canceled or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotational order to be assigned a grievance.~~

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be assigned to ~~the next arbitrator in the rotational order~~ another arbitrator agreed upon by both parties.

~~If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to any arbitrator who can hear the case at the earliest date.~~

d. Procedure for Expedited Arbitration

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date.

Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be generally conducted the same as any other arbitration hearing. The hearing will be informal without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which he or she can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator.

A transcript of the hearing is not required. However, either party at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party may obtain a copy of the transcript of the hearing upon payment of half the cost of the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with and pursuant to this Agreement, including but not limited to Article 4.

The decision of the arbitrator will determine the grievance; however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the County, Union and Grievant agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the County and the Union in equal parts. Each party will bear the expense of its representatives and witnesses.

Any expenses incurred or fees charged by the arbitrator because of one party's unilateral cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement in accordance with Section 3b above.

All provisions of the Agreement, including but not limited to Article 4, that are not specifically in conflict with the expedited arbitration provisions above shall remain in full force and effect for, and apply to, any grievance submitted to expedited arbitration.

Section 4. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted to the County at Step 1 above within fifteen (15) working days after the occurrence of the event giving rise to the grievance, or within fifteen (15) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If the grievance is the result of a discharge *, the grievance must be submitted only to Step 3 within the time frame specified above. Newly hired employees serving a probationary period may grieve termination during probation only to Step 3 of the grievance procedure.

Section 5. Time Limits for Appeal. A grievance must be filed and appealed within the time limits set forth above or the grievance shall be considered withdrawn. Any grievance not timely answered by the County shall be deemed denied and immediately grievable to the next step. Waiver of these time limits may only be accomplished by mutual agreement in writing. Steps one and two may also be waived in writing and time limits will commence from the date of the waiver accordingly.

Section 6. Union Representation. Employees who are grieving discipline must be present at all step meetings, and may also be represented by a Union representative at any step of the grievance procedure if they choose.

Section 7. Nothing in this grievance procedure shall be construed to prevent any employee from presenting, at any time, his/her own grievances, in person or by legal counsel, and having such grievances adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of the Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

After an employee(s) has referred a grievance to the Union and the Union representative has informed the County that the Union represents said employee(s), the County will not discuss (except in the course of any investigation conducted by the County) or adjust such grievance directly with said employee(s).

Section 8. Time Limit for Issuing Discipline. In the event management determines that there is or may be cause to discipline an employee for any reason, management shall either impose discipline or notify the employee of its intent in writing to investigate the occurrence giving rise to the possible discipline within thirty (30) working days of the occurrence, or the date on which management first became aware

of the occurrence, whichever date is later. After notification of intent to investigate, management must impose discipline within forty-five (45) working days of the notice. If management fails to meet the time limits specified above, no discipline shall be imposed on the employee for the occurrence.

Section 9. Waiver of Personnel Appeals Board or Employee Grievance Committee Appeals. Any matter defined as a grievance in Section 1 of this Agreement may only be processed through the grievance procedure of this Agreement and may not be appealed to the Personnel Appeals Board or through the County's Merit System Grievance Procedure. Employees covered by this Agreement hereby waive any right to resort to the Personnel Appeals Board or to the County Merit System Grievance Procedure concerning any matter defined in this Agreement as a grievance.

TA
14
2/12/2025
(Reginald Duren)

TA
Mark Warner 2/12/25
2/12/25

ARTICLE 14

Wages

Section 1. Increases. Employees covered by this Agreement shall receive the following salary increases for the term of this contract. Under no circumstances shall an increase cause an employee's base rate of pay to exceed the maximum rate established for the job class. As of October 1, 1997, employees at or above the maximum rate will continue to receive their across-the-board increases on their base rate of pay. Employees, who are at the maximum of their pay grade, will receive the percentage increase indicated below as a lump-sum.

Effective the payroll period in which falls:

October 1, 2024: 6% across the board.

Section 2. Working In Higher Classification. Employees assigned to work in a higher classification for eight (8) hours shall be paid at the minimum of the higher classification or five (5) % of the employee's current rate, whichever is higher, from the 1st hour until they are returned to their regular classification.

Section 3. Hire Above Minimum. The County and the Union agree that applicants will not be hired above the applicable start rate. Employees may not be granted special wage increases.

Shift Differential:

Employees who work a shift (majority of the shift falls after 5:00 p.m.) shall receive an additional five (5) % on their current rate of pay, provided their current pay does not exceed the maximum of the pay grade. In such case, the employee will receive five (5) % above the maximum of the pay grade. If the employee is transferred from either of the night shifts to the day shift, the shift differential will be discontinued.

Standby Pay:

All employees who are on standby-duty/on-call will receive \$2.50 for each hour they are on standby duty including time worked while on standby duty.

Lead worker:

Lead worker pay shall be six (6) % of the employee's current rate of pay. If the lead worker duties cease, the lead worker pay will be discontinued.

TA 2/12/2025
Original (Duren)
Management's Proposed Article Changes

TA
2/12/25
Mark Waine 2/12/25

ARTICLE 22
Duration

This Agreement shall be effective on October 1, 2024 and shall remain in full force and effect through September 30, 2025. ~~It shall automatically be renewed from year to year thereafter.~~ The terms of the agreement shall remain in effect unless either party gives written notice of a desire to modify, amend or terminate the Agreement at least sixty (60) days prior to the anniversary date of this Agreement.

TA 2/12/2025
1578 (Regina Duren)

TA 2/12/25
Mark Wallace 2/12/25

APPENDIX A

Job Classifications

Appendix A will be updated as the Public Employees Relations Commission (PERC) updates the Communication Workers of America's (Local 3181) job classification listing.

- | | |
|--|---|
| 04133 A/C & Refrigeration Specialist I | 09111 Custodial Worker |
| 04134 A/C & Refrigeration Specialist II | 09035 Dredge Operator |
| 09359 Air Quality Technician | 04116 Electrician |
| 04101 Airports Striping Technician | 04208 Equipment Analyst |
| 06211 Animal Behavior & Enrichment Coordinator | 04214 Equipment Mechanic |
| 06210 Animal Care Coordinator | 04151 Facility Plant Mechanic |
| 06200 Animal Care Specialist | 09201 Field Office Coordinator |
| 06205 Animal Care Veterinary Assistant | 09202 Field Office Coordinator II |
| 06207 Animal Control Officer I | 03510 Gardner |
| 06212 Animal Control Officer II | 04103 General Maintenance Mechanic |
| 04135 Apprentice I | 02135 Golf Attendant |
| 04136 Apprentice II | 04422 Graphics Designer I |
| 04137 Apprentice III | 04425 Graphics Designer II |
| 04138 Apprentice IV | 04427 Graphics Production Coordinator |
| 04210 Automotive Technician I | 04118 Industrial Electrician |
| 04211 Automotive Technician II | 09367 Infiltration & Inflow Technician I |
| 04226 Bindery Worker | 09368 Infiltration & Inflow Technician II |
| 04140 Bridge Mechanic I | 04106 Irrigation Technician |
| 04141 Bridge Mechanic II | 01960 Land Management Assistant |
| 09025 Bridge Repairer | 01961 Land Management Assistant II |
| 09015 Bridge Tender | 02200 Library Associate Driver |
| 04110 Carpenter | 09329 Lift Station Technician I |
| 02001 Certified Playground Safety Inspector | 09330 Lift Station Technician II |
| 02008 Chemical Spray Technician | 04107 Locksmith |
| 02170 Child Development Assistant | 09000 Maintenance Worker I |
| 04130 Commercial Equipment Technician | 09001 Maintenance Worker II |
| 00237 Communicator (Bargaining Unit) | 09002 Maintenance Worker III |
| 05111 Cook II | 09003 Maintenance Worker IV |
| 05112 Cook III | 04119 Mason |
| | 00325 Messenger |
| | 09305 Meter Reader |
| | 09375 Meter Service Technician |
| | 09376 Meter Service Technician (Senior) |

01957 Mosquito Control Inspector
01958 Mosquito Control Inspector II
09005 Motor Equipment Operator I
09006 Motor Equipment Operator II
09007 Motor Equipment Operator III
09008 Motor Equipment Operator IV
02101 Ocean Lifeguard
02102 Ocean Rescue Lieutenant
04104 Painter
02015 Park Ranger
04223 Parts Specialist
01057 Party Chief
09004 Passenger Driver
04113 Plumber
02100 Pool Lifeguard
04420 Printer I
04421 Printer II
09101 Public Works Crew Chief
04105 Security Door Technician
05025 Security Officer
04437 Sign Shop Technician
04438 Sign Shop Technician (Senior)
00313 Storekeeper
00310 Stores Clerk
06243 Spay Shuttle Driver
06246 Stray Shuttle Driver
01053 Survey Aide
01055 Survey Instrument Technician
04145 Trades Crew Chief
01110 Traffic Construction Worker I

01112 Traffic Construction Worker II
01103 Traffic Maintenance Worker I
01104 Traffic Maintenance Worker II
01105 Traffic Maintenance Worker III
01113 Traffic Sign Installer
01109 Traffic Sign Servicer
01107 Traffic Signal Technician I
01108 Traffic Signal Technician II
01114 Traffic Systems Technician I
01117 Traffic Systems Technician II
01100 Traffic Technician I
01101 Traffic Technician II
02005 Tree Trimmer
09380 Utility Construction Crew Chief
09377 Utility Construction Technician I
09378 Utility Construction Technician II
09379 Utility Construction Technician III
09360 Utility Line Crew Chief
01102 Utility Line Locate Technician
09361 Utility Line Technician I
09362 Utility Line Technician II
09363 Utility Line Technician III
09401 Utility Maintenance Worker
09325 Utility Plant Mechanic
09315 Utility Plant Operator Apprentice
09317 Utility Plant Operator I
09318 Utility Plant Operator II
09303 Utility Routing Specialist
04123 Welder I
04124 Welder II

TA
1/12/2025
(Reginald Duren)

TA
Mark Warner 2/12/25 2/12/25

ARTICLE 14

Wages

Section 1. Increases. Employees covered by this Agreement shall receive the following salary increases for the term of this contract. Under no circumstances shall an increase cause an employee's base rate of pay to exceed the maximum rate established for the job class. As of October 1, 1997, employees at or above the maximum rate will continue to receive their across-the-board increases on their base rate of pay. Employees, who are at the maximum of their pay grade, will receive the percentage increase indicated below as a lump-sum.

Effective the payroll period in which falls:

October 1, 2024: 6% across the board.

Section 2. Working In Higher Classification. Employees assigned to work in a higher classification for eight (8) hours shall be paid at the minimum of the higher classification or five (5) % of the employee's current rate, whichever is higher, from the 1st hour until they are returned to their regular classification.

Section 3. Hire Above Minimum. The County and the Union agree that applicants will not be hired above the applicable start rate. Employees may not be granted special wage increases.

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Employees who work a shift (majority of the shift falls after 5:00 p.m.) shall receive an additional five (5) % on their current rate of pay, provided their current pay does not exceed the maximum of the pay grade. In such case, the employee will receive five (5) % above the maximum of the pay grade. If the employee is transferred from either of the night shifts to the day shift, the shift differential will be discontinued.

Standby Pay:

All employees who are on standby-duty/on-call will receive \$2.50 for each hour they are on standby duty including time worked while on standby duty.

Lead worker:

Lead worker pay shall be six (6) % of the employee's current rate of pay. If the lead worker duties cease, the lead worker pay will be discontinued.