

TAYLOR COUNTY – I.B.E.W
CONTRACT
FY 06-09

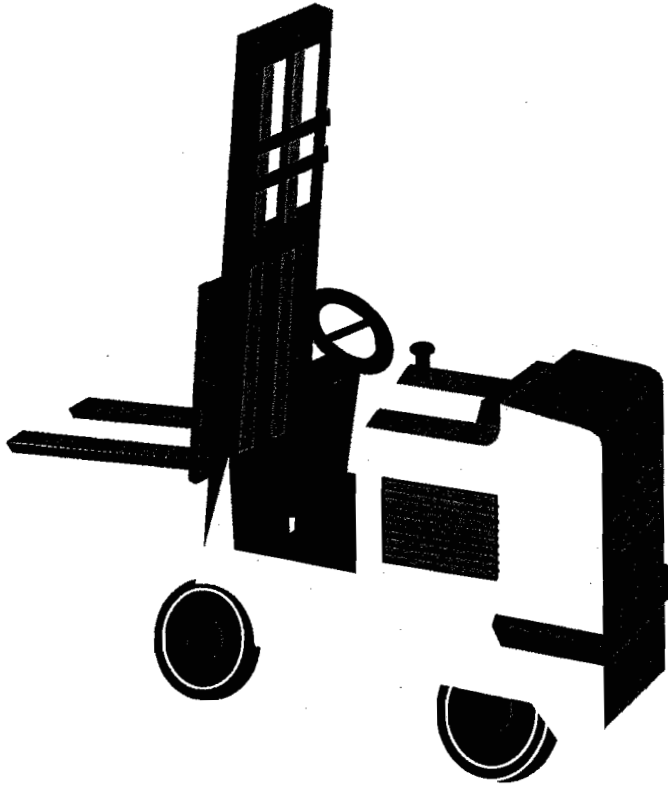


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PREAMBLE TO AGREEMENT

- 1.1 This Agreement entered into this 18 day of March, 2008 by the Taylor County Board of County Commissioners, Perry, Florida, hereinafter referred to collectively as the County, and Local Union No. 1205 of International Brotherhood of Electrical Workers, AFL-CIO hereinafter referred to as "Union". It is understood that the employees of Taylor County are engaged in furnishing essential public services which vitally affect the health, safety and comfort, and general well being of the public and both parties hereto recognize the need of continuous and reliable service to the public.
- 1.2 The intent and purpose of this Agreement is to set forth herein the full agreement between the parties concerning the collective bargaining relations, prompt and equitable disposition of grievances, rates of pay, hours of work and working conditions. There shall be no individual arrangement contrary to the terms herein provided.
- 1.3 To these ends, the Employer and the Union encourage, to the fullest degree, the best possible efficiency and cooperative relations between their respective representatives at all levels and among all employees.

RECOGNITION

2.1 Taylor County hereby recognizes, during the term of this Agreement, the Union as the exclusive representative for purposes of collective bargaining for its employees in the bargaining unit generally described in the Public Employees Relations Commission Certifications No. 514 in Case No. RC 80-032 of October 17, 1980.

INCLUDED: Employees of the Board of County Commissioners of Taylor County, Florida, including: Animal Control Officer, Heavy Equipment Operator I and II, Facilities Maintenance, Kennel Tech (full time), Lead Mechanic, Library Technician (full-time only), Mechanic, Road Maintenance Technician, Road Maintenance Sign & Safety Technician, Recycling Technician (full-time only) , Roll-Off Site Attendants (full-time only), Storeroom Operator, and Working Team Leader.

EXCLUDED: Secretarial positions, Building Official, Building Inspector/Facilities Maintenance, Building & Planning Technician, County Attorney, County Commissioners, County Extension Agent, County Administrator, Engineer, Administrative Assistant, Planner, Systems Administrator, Public Safety Director, Network Administrative Assistant, Field Superintendent, Home Economist, Housing Administrator, Human Resources Director, 4-H Coordinator, Emergency Management Director, Emergency Management Coordinator, Fire Chief, Fire/Rescue Personnel (all), Grants Specialist, Library Director, Office Manager, Paraprofessional Librarian, Public Works Director, Purchasing Agent, Solid Waste Director, Veterans Service Officer, Special Projects Manager, Roadway Technician, Part time Employees hired after October 1, 1992 whose normal workweek is less than 30 hours per week and all temporary, seasonal, or contractual employees. (Day Camp Counselor, Library Clerk, Mosquito Spraying Truck Driver and Roll-Off Site Attendant)

MANAGEMENT RIGHTS

- 3.1 The Union recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers of authority which the employer has not officially abridged, delegated, or modified by this Agreement are retained by the County.
- 3.2 The Union recognizes the sole and exclusive rights, powers and authority of the County further include but are not limited to the following:
- A. To determine the organization of County government.
 - B. To determine the purpose of each of its constituent agencies.
 - C. To exercise control and discretion over the organization and efficiency of operations of the County.
 - D. To set standards for services to be offered to the public.
 - E. To manage and direct the employees of the County.
 - F. To hire, classify, promote, train, schedule and retain employees in positions with the County, for just cause.
 - G. To suspend, demote, discharge, transfer, assign or take disciplinary action against employees for just cause.
 - H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
 - I. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
 - J. To determine the number of employees to be employed by the County.

- K. To establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- M. To exercise latitude when determining actual hire rates for Union positions taking into consideration, job experience, qualifications, difficulty of filling the position, and budgetary constraints.
- N. To establish, implement, and maintain an effective Internal Security Practice.
- O. The Union will be consulted on job descriptions and classifications on an annual basis, during contract negotiations, or when the County makes any changes in job descriptions or classifications. The County will give due consideration to the input from the Union but the County will be the final authority on all job descriptions and classifications. Where substantial changes are made in a job description, the Union and the County will attempt to negotiate a mutually agreeable wage.

3.3 The County, subject to state law, has the sole authority to determine the purpose and mission of the County and the amount and allocation of the budget.

3.4 It is agreed to and understood by both parties that the Grievance Procedure (Article 9) will be used for the resolution of any Grievance that may arise due to any alleged violation or interpretation of Article 3.

STRIKE PROHIBITION

4.1 The Union agrees that all bargaining unit members, during the life of this Agreement, will comply with the strike prohibition in F. S. 447.505 and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance, to the fullest extent possible, with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others, and upon the request of Taylor County, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly. Any and all employees who violate any provision of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the County, and any such action by the County shall not be grievable under the provisions of Article 19 - Grievance Procedure, except to determine if a violation, in fact occurred.

NON-DISCRIMINATION

- 5.1 There shall be no discrimination against any employee namely by reason of race, national origin, religion, color, creed, sex, union membership or non-membership or for protected activities of designated employee representatives of the Union. Taylor County and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, wages, hours of work, and other forms or conditions of employment.
- 5.2 The Union agrees to support any Affirmative Action, Promotional or Training Program required of the County.

SENIORITY

6.1 Seniority shall mean length of service from last employment date and shall be established on a departmental basis with road department and solid waste department considered as separate. In the event the County employs a group of applicants at the same time, seniority shall be by alphabetical sequences of last names, if last name is identical, seniority shall be by first name.

6.2 In all cases of promotion, the County shall give due consideration to seniority, the individual qualifications of the employee to perform the work in question and the efficient operation of the County.

6.3 Vacancies

In order to fill a vacancy or new job classification in the bargaining unit, the County will post said job internally, for a minimum of seven (7) working days. Regular full-time and regular part-time employees whose normal workweek are 30 hours or more per week and have completed the probationary period will be allowed to bid on these positions. If no qualified employee bids on the said job during the seven (7) working days, the County may select any person it desires to fill the position. Whereas between two or more bidders for a job, if the qualifications are determined to be relatively equal, seniority shall govern which employee shall be awarded the job. The County shall make a decision on who is to be awarded the job and the employee selected shall be placed in the job within thirty (30) working days from the time of selection. A selection notice shall be posted immediately after the decision has been made as to whom the job will be awarded and shall state the reason the

job was awarded to the successful bidder. An employee awarded a job shall be allowed up to thirty (30) working days in which to meet the qualification requirements of the job. Failing to qualify said employee shall retain all seniority rights and shall be permitted to return to the position he or she originally held. Failing to qualify for a particular job after three (3) successful bids, the employee will no longer be considered for that position. An employee must wait at least six (6) months to re-bid on a particular job if the employee has failed to qualify for that particular job after the employee was awarded a job bid for that position.

6.4 A layoff is a termination of employment of indefinite length. A reduction in force is a permanent termination of employment. All terminations or layoffs or recalls from layoffs will follow departmental seniority.

6.5 Any employee who has acquired seniority has been or is hereafter transferred to a job outside the bargaining unit shall retain departmental seniority and accumulate seniority while so employed for six (6) months, or until the time of regular assignment to such position (whichever occurs first).

6.6 Loss of Seniority

Seniority of any employee shall be completely lost if any of the following things occur:

- A. Voluntary resignation;
- B. Discharge for just cause;
- C. Layoff for a period of more than twenty-four (24) months;
- D. Retirement;
- E. Failure to return to work within seven (7) calendar days from the date of mailing a notice of rehire by certified mail, return receipt requested, to the last known address on the county records, unless prior to the expiration of such time, employee shall have been given the right

to report for work at a later date because of sickness or other causes beyond his control. It will be the responsibility of the employee to keep the County advised of any change in address.

F. Absent from work for more than three (3) consecutive days without advising his or her supervisor, except in circumstances where notice cannot be physically communicated.

G. Failure to report to work for the normal work day on the first day following the expiration of vacation, holiday or any authorized leave of absence, unless employee is unable to because of illness or accident or other causes beyond his control. The County may require the employee to furnish proof of the cause for reporting late.

6.7 Seniority List

The County shall prepare a length of service list showing names of all employees and dates of last hire in the first 10 days of November. This list shall be placed on 2 or more prominent bulletin boards for a period of thirty (30) days, and a copy of said list provided to the Business Manager of the Union, during which period of time it shall be the obligation of each employee and the Union to notify the County in writing of any errors on such list, and the County shall have five (5) days in which to correct said errors. Said list shall thereafter be considered final, and the county shall furnish a copy to the Union at least once every calendar year in the month of November.

6.8 When filling a vacancy for any bargaining unit position, the County will bid off the job as required in 6.3. The employee selected will be trained for thirty (30) days and then be assigned to the new classification unless it is determined upon completion of training that the employee selected cannot adequately perform in the new classification. The

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trainee must have the opportunity to complete the training period as long as reasonable progress is being made in his/her training.

PROBATIONARY EMPLOYEES

- 7.1 Newly hired employees shall complete an initial probationary period of 180 days, during which time they shall be termed "probationary employees". The County in its sole discretion may terminate a probationary employee's service with the County at any time and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- 7.2 During the probationary period, an employee shall not be eligible for employee benefits to include submitting bids for bargaining unit vacancies.
- 7.3 Employees who have successfully completed 90 days of their probation period of employment shall be eligible to start accruing sick leave commencing on the 91st day of employment.
- 7.4 All employees that have successfully completed their probationary period shall become regular employees.
- 7.5 If a part-time employee has served the required 180-day probationary period and then becomes employed as a full-time employee in the same position, the employee will not be required to serve an additional probationary period. If the new full-time position is a different position, then a 180-day probationary period will be required. If the full 180-days have not been completed, the probationary period will continue in the new position until all 180-days have been completed.

UNION STEWARDS AND REPRESENTATIVES

- 8.1 The number of employee Union Stewards shall be kept to a reasonable number sufficient to represent the employees, but not to exceed a total of six (6). A complete list of Union stewards and representatives shall be furnished to the County, and any changes shall be promptly reported in writing to the County before the stewards and/or representatives can accomplish any union business with the County.
- 8.2 The Union agrees that the members, agents or representatives, or any persons acting on their behalf are prohibited from solicitation of employees, distributing literature, or seeking payment of any assessments, fines or penalties on behalf of the Union during working hours where the work of employees is performed.
- 8.3 An authorized Union representative, not an employee of the County, may visit County property at reasonable times during regular working hours, providing that such representative shall first secure permission in writing from the County Director of Human Resources or designee on forms provided by the Union, and further that such visits may be terminated by the supervisor in charge or his designated representative, when in his or her sole discretion he or she deems any such visits disruptive of operations. The County Director of Human Resources or designee shall provide to the Union, the reason for denying the Union representative the right to visit County property during working hours.

GRIEVANCE PROCEDURES

- 9.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation. Time limits may be waived by mutual consent.
- 9.2 Definitions: For the purpose of this agreement, a grievance is defined as an alleged breach of any article of this Agreement that an employee who has completed the probationary period may have as to the interpretation, application, or alleged violation of some expressed provision of this Agreement.
- 9.3 Grievances may be presented during working time of the grievant upon mutual agreement between the County and the Union; provided, however, that the first step of the grievance procedure shall be taken up during working time. Nothing in this contract shall be construed to prevent any public employee from presenting his or her grievance in person and having such grievance adjusted without the intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement. It is understood that no employee will leave his or her work for the purpose of discussing a grievance without first obtaining permission from his or her immediate supervisor. If the grievant chooses, an authorized union representative will be given reasonable opportunity to be present at any meeting called for resolution of such grievance. This is optional and the employee can make the choice if he or she wants a representative of the Union present.

9.4 All grievances as outlined above must be reduced to writing upon forms furnished by the Union and approved by the County and must contain the following information:

(A) Provision of the Agreement alleged to have been violated;

(B) A full statement of the grievance giving facts, dates and times of events;

(C) Signature of grievant and/or union steward and date signed; and

(D) Resolution or remedy requested.

9.5 Grievance shall be processed in accordance with the following:

Step 1. The grievance shall be presented in writing to the grievant's immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance or from the date the grievant reasonably should have become aware of said action. The grievant or the supervisor may request that an authorized union representative be present. The immediate supervisor shall reach a decision and communicate, in writing, to the grievant within ten (10) working days from the date the grievance was presented to him.

Step 2. If the grievance is not settled at the first step, the grievant and/or authorized union representative within ten (10) working days of the answer in the first step shall present it to the department head or his designee. The department head or designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting. An authorized local union representative may accompany the grievant at this meeting. The department head or his designee shall notify the grievant and

authorized union representative, in writing, of his decision no later than ten (10) working days following the meeting date.

Step 3. If the grievance is not settled at the second step, the grievant, and/or authorized representative within ten (10) working days shall present the written grievance to the County Administrator or his/ her designee. The County Administrator or designee shall investigate the alleged grievance and shall conduct a hearing of the grievance. An authorized local or international representative may accompany the grievant at any such hearing. The County Administrator or his/her designee shall notify the grievant and authorized union representative in writing of his decision no later than ten (10) working days subsequent to the grievance hearing.

Step 4. If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the grievant and/or the union with the permission of the grievant may request arbitration in writing to the County Administrator or designee no later than ten (10) working days after the response is received in Step 3 of the grievance procedure.

9.6 Whenever the union or grievant requests arbitration in accordance with the provisions of Section 9.5 the parties may first attempt to choose a local arbitrator living within 150 miles of the City of Perry. Should mutual agreement on such an arbitrator fail within ten (10) days following appeal to arbitration, then the parties shall jointly or individually request the Federal Mediation and Conciliation Service to submit a panel of ten (10) arbitrators, all of whom are members of the National Academy of Arbitrators. The arbitrators will be selected from the States of Alabama, Florida, and Georgia. Arbitrators shall be selected from such panel by alternately

striking names from this list (the Union or employer to strike the first name) until the last name on the list is reached.

9.7 Limitations on the power of the Arbitrator are as follows:

(A) The arbitrator shall have no power to establish scales or rates for new jobs unless he or she is specifically empowered, to change any wage.

(B) The arbitrator shall have no power to decide any question, which under this agreement, is within the rights of county management to decide, except in those cases where such management rights are expressly and specifically limited by other express provisions herein.

(C) The arbitrator shall have no power to alter, amend, modify or annul any provision of this agreement.

(D) The arbitrator shall only have the power to rule on matters arising under and during the term of this agreement.

9.8 There shall be no appeal from the arbitrator's decision. It shall be binding and final on all parties, provided however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction.

9.9 The parties shall share equally in the total cost of arbitration. Total costs shall be defined as the arbitration fees, and expenses and the cost of the place where hearing is to be held, if any. However, expenses for witnesses shall be borne by the party calling them and either party may be represented by counsel. If the arbitrator determines that the matter appealed is of a frivolous nature or that the appeal itself is frivolous, then the party carrying the matter to arbitration shall bear the total and complete cost of the arbitrator's fees and expenses and the cost if any of the place where the hearing was held.

BULLETIN BOARD

- 10.1 The County agrees to provide three (3) bulletin boards to be placed in conspicuous places, one at the administrative complex, one at the road camp and one at the library, for posting of notices and other material of interest to the Union. The Union agrees that the notices pertaining to Union matters will be confined to matters respecting Local 1205 of the International Brotherhood of Electrical Workers.

SAFETY AND HEALTH

- 11.1 The County and the Union jointly recognize that maintaining a safe environment for employees and having all work performed in accordance with established safety rules and practices are of paramount importance, accordingly, the parties agree that they will conform to and comply with applicable laws as to safety and health.
- 11.2 The County and the Union will cooperate in the continuous objectives of eliminating safety and health hazards due to unsafe working conditions. Any such hazard shall be corrected immediately or as soon as possible.
- 11.3 Employees shall comply with established safety rules and practices and the Union will take appropriate steps to encourage employee compliance.
- 11.4 The County will furnish all special clothing required by the County for employment, including uniforms, gloves, hard hats or any agreed upon special equipment for safety. The County will furnish welding shields, gloves & sleeves for all employees who are required to weld.
- 11.5 Employees who do not comply with established safety rules and practices may be subject to disciplinary action, up to and including discharge, provided the employee(s) has prior notice of such rules or practices.
- 11.6 Employees shall carry out all orders or instructions given by their supervisor unless so doing would represent an imminent danger to the employee or others.
- 11.7 A Joint Health and Safety Committee shall be formed by the County.

- (A) There shall be established a Joint Health and Safety Committee consisting of equal representation from the County and the Union. A minimum of three (3) Committee Members shall be appointed by the County among its employees and a minimum of three (3) Committee members shall be appointed by the Union from among its members.
- (B) CHAIRMAN -SECRETARY. The position of Chairman and Secretary of the Committee will be filled from among the designated members by agreement of the County and the Union. The Chairman will efficiently manage the business of Committee meetings in accordance with accepted rules of order and schedule meeting in accordance with the provisions of this article. The Secretary will prepare minutes and agendas for each meeting and distribute those items to the Committee Members in advance (normally a minimum of one week) of each regular scheduled meeting.
- (C) PURPOSE OF THE COMMITTEE. The purpose of the Committee as herein agreed by the County and the Union is to (1) further promote safety awareness and safe working conditions among all employees and Supervisors; (2) attempt to resolve issues in dispute and make recommendations with respect to additions or revisions in safety rules in the event a review of rule change is requested by the Union; (3) review and discuss occupational accidents or hazards, hazardous materials, and make recommendations to management concerning what hazards should be abated, safety practices that should be implemented or changed, and the appropriate compliance methods relating to safety and health standards.

(D) MEETINGS. The Joint Health and Safety Committee shall meet quarterly. In addition to the regular meetings the Committee shall also meet on a mutually convenient date at the request of any three (3) members.

(F) SAFETY MEETINGS. A mandatory (15 minute) weekly safety meeting will be held during the morning of the first work day of each week. A one (1) hour quarterly safety meeting will be conducted on a payday afternoon (scheduled during the last hour of the day) among employees by work groups or location. The purpose of this meeting is instruction in safe work practices and to report on investigations and recommendations of the Joint Health and Safety Committee.

(G) The reports and findings by the Joint Health and Safety Committee are not intended to assign blame and should not be construed as grounds for disciplinary actions.

11.8 The County has adopted, with the Union's consent, a drug and alcohol testing policy. Employees are advised that no worker's comp benefits are allowed to an individual if it is proven that the injury was due to a result of the individual being under the influence of drugs or alcohol.

GROUP HEALTH AND PERSONAL LIFE INSURANCE

- 12.1 The County shall provide group health insurance coverage for those employees who choose to be covered under the plan. The County shall provide a group life insurance coverage plan, at the employee's own expense, for those employees who choose such coverage.
- 12.2 There shall be a minimum of two (2) bargaining unit individuals on the insurance committee.
- 12.3 The County will pay 100% of the single premium for those employees electing health insurance coverage. The employee will pay any dependent coverage cost or any other insurance premium that may be offered through the County.
- 12.4 The County will continue to pay 100% of the single premium of group health insurance for a county employee that is granted a medical leave of absence by the County Administrator.
- 12.5 The insurance company will issue to each employee covered under the policy, a booklet or copy of policy giving a summary plan description of the health and life insurance policies in effect.

HOURS OF WORK

- 13.1 The Union agrees that arranging work schedules is the normal and exclusive function of the County and the County shall have the right to exercise such function unless specifically limited or abridged by this agreement. Normal work schedules shall be posted.
- 13.2 Employees who work other than normal work schedules whenever necessity demands additional services of an occasional nature shall be compensated in accordance with overtime provisions.
- 13.3 A normal work day will consist of no more than ten (10) hours per day- Monday – Friday for Road and Solid Waste employees. A normal work week shall consist of forty (40) hours. However, there is no guarantee on the part of the employer of a forty hour week. Exception: Roll Off Site positions will not work more than twelve (12) hours per day or more than 40 hours per week Monday - Sunday.
- 13.4 Temporary transfers: In case of temporary transfers of more than four (4) working hours, in any one work day at the County's request, employees so transferred shall be paid at the basic rate at which they are working immediately prior to transfer or at the basic rate of the position in which they are substituting (whichever is the greater) for the entire work day. In case of temporary transfers of four hours or less at the County's request, employees so transferred shall be paid at the basic rate at which they are working immediately prior to transfer for the entire work day.
- 13.5 "**Call in**" is defined as when a person is contacted after leaving work and told to report to work prior to his/her next scheduled work time. A minimum of 4 hours pay

will be given. **"Scheduled in"** is when a person is told prior to leaving work that he/she is to report to work at a time other than his/her regular scheduled work time. Pay will be for the time worked only. **"Call in early"** is defined as 4 hours or less prior to the normally scheduled start time. Call in early preceding a shift will be paid only on time worked

- 13.6 Supervisors: Employees that are excluded from the bargaining unit such as supervisors, foreman and all other employees not specifically included with the exception of the head librarian, will not regularly perform work covered by this agreement except in emergencies or training periods. Any such emergencies shall be brought to the steward's attention as soon as possible. Supervisors and foremen may continue to perform work as they have in the past so long as this does not result in the displacement of a bargaining unit employee.

OVERTIME

- 14.1 All time worked in excess of 40 hours per week will be paid at the rate of one and one half (1 1/2) the employees regular hourly rate. All time worked on Saturday will be paid at the rate of one and one half (1 1/2) the employees regular rate of pay and all time worked on Sunday will be paid at two (2) times the employees rate of pay. However, if the Saturday and/or Sunday are part of the employees' regular work week they will not receive overtime pay unless required to work in excess of their daily or weekly work hours.
- 14.2 An employee required to work on a paid county holiday shall be paid at one and one half (1 1/2) times his or her basic hourly rate, in addition to regular holiday pay.
- 14.3 Only those hours actually worked shall be considered in determining when overtime rates will apply. Time used for such things as bereavement, holidays and vacation will not count toward overtime.
- 14.4 Overtime will be distributed by classification within a department, per shift as equitable as possible over a reasonable time. It is understood that it is not necessary to consider those employees of a higher classification to perform the work of a lower classification.
- 14.5 All employees shall perform a reasonable amount of overtime work when required by director or supervisor.

14.6 Call in pay - All call in time, except during the regular workday shall be paid for at the prevailing overtime rate provided, however, the employee shall receive the minimum of four (4) hours pay at the prevailing rate.

HOLIDAYS

15.1 The following days are hereby declared holidays with pay for all bargaining unit employees:

New Years Day	January 1st
Martin Luther King Day	Day Observed
Good Friday	Day Observed
Memorial Day	Day Observed
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving and day after	Thursday and Friday
Christmas	Two consecutive days including Christmas day except as provided in Section 15.4
Personal Day	At employee's request, contingent on work requirements and Department Head's approval. (Personal Day must be taken as an entire day as with all holidays. It cannot be broken up.)

15.2 Each regular full time employee not on leave of absence or layoff, and who is not scheduled to work on such holiday, shall be paid for his/her regular straight time rate of pay provided that (a) such employee has successfully completed his or her probationary period and (b) such employee works his or her scheduled work day immediately preceding and his or her scheduled work day immediately succeeding the holiday involved or has an excused absence such as sick leave or vacation.

- 15.3 An employee who is scheduled to work on any holiday and does not work such said day shall receive no pay for such holiday. Any employee who is required to work on a paid holiday shall be paid at one and one-half (1 1/2) times his or her basic hourly rate in addition to eight (8) hours at his or her regular straight time rate of pay.
- 15.4 When any of the holidays enumerated in section 15.1 falls on a Saturday, that holiday shall not be observed on that day, but shall be observed on Friday before, if a holiday falls on a Sunday, that holiday shall be observed on the following Monday. In the event a holiday falls within the employee's vacation period or during a bereavement leave, he or she will be granted the holiday at a time mutually agreeable to the county and the employee. For the employee (i.e. full-time roll-off attendant) whose normal work schedule does not include standard weekend days off (Saturday and Sunday), the employee will observe the holiday on the day preceding and/or the day succeeding his/her normal day off (schedule permitting) and the holiday pay will be determined according to the hours the employee is scheduled for that particular day.

VACATIONS

16.1 Employees shall be eligible to receive vacations with pay on the following basis:
Employees accrue paid annual leave based on completion of full years of continuous service from date of hire (seniority date).

1 to 2 years	40 hours
3 to 7 years	80 hours
8 to 12 years	120 hours
13 to 19 years	160 hours
20 or more	200 hours

16.2 New employees must complete initial probationary period before being eligible for any annual leave payment.

16.3 Vacation time may be taken as earned subject to the approval of the department supervisor. The employee's wishes as to time of taking vacation will be considered but in the event of a conflict among employees that would result in interference with operations and or services, the supervisor shall schedule the vacation giving preference on the basis of department seniority.

16.4 If the vacation is canceled because of requirements of the County and cannot be taken in the regular vacation year when due, the employee shall be paid for such canceled vacation at the employees regular rate of pay or can accrue toward unused vacation, at the employee's option.

- 16.5 In the event an observed holiday or holidays occur within an employee's vacation period, the employee shall be granted holiday pay and his or her vacation extended said number of holidays.
- 16.6 The daily vacation pay of an employee who qualifies for vacation benefits is to be computed at the number of hours included in the effected employee's daily normal work schedule times the hourly rate of his or her regular classification as such rate exists on the day his or her vacation starts.
- 16.7 Employees who resign or are discharged shall forfeit any rights of vacation pay, but any employee who shall resign after giving to the County written notice of at least 80 hours prior to the effective date of his or her resignation or who shall be laid off by the County for lack of work, shall be entitled to receive vacation pay pro-rate to the portion of the year in which he was eligible for vacation, plus the amount of accrued vacation time from the previous year. Vacation time accrued in excess of 480 hours must be used during the calendar year or they shall be forfeited on December 31st of each year.
- 16.8 Individual days off must be scheduled as early as possible in advance Scheduled time off will be on a first come first serve basis. Time off may be denied if it will adversely affect the efficiency of the operation.
- 16.9 Weeks off must be scheduled by September 1 for the entire year. Weeks off not scheduled by September 1 will be allowed only if this is possible without adversely affecting the operation.

SICK LEAVE

17.1 An employee covered by this agreement shall be eligible for 12 days sick leave per year accumulated at a rate of 8 hours sick leave per month of work, commencing on the 91st day of employment. **Beginning January 1, 1999, employees may carry forward only 480 hours into their next year of service.**

17.2 **However, employees employed with the Board of County Commissioners prior to January 1, 1999, may carry forward their existing accrued sick leave (up to 720 hours) accrued prior to January 1, 1999, until it has been utilized under the old policy based upon their status as of December 31, 1998.** The County may purchase prior January 1, 1999 sick leave hours. It will be the County's sole discretion as to how much sick leave will be purchased each year. **Once these sick leave hours have been used, the new hours accumulated will not be paid out when an employee retires, resigns or is laid-off by the County for lack of work.**

17.3 Employees covered under this agreement, that were employed with the Board prior to January 1, 1999, who resign after giving the County written notice of at least 80 hours prior to the effective date of their resignation, or who shall be laid-off by the County for lack of work shall be paid for accrued sick leave remaining that was accrued prior to January 1, 1999. This pay out will be based upon the employee's hourly wage and years of service as of December 31, 1998 utilizing the following formula.

0 - 2 years of service	25%
3 - 5 years of service	50%

6 - 10 years of service	75%
11 - 20 years of service	100%

- 17.4 Each employee must notify his or her immediate supervisor or department clerk prior to the commencement of the normal work time on the first day of absence from the job. Each employee must sign a statement after returning to work or at the end of each pay period concerning the circumstances of said sickness.
- 17.5 The employee will use his/her accrued vacation time in the event he/she is sick and all of their accrued sick leave has been used. All time then taken off by the employee beyond the accrued sick leave and vacation time, with the exception of authorized FMLA leave, will be treated as an unexcused absence. Employees do not accrue sick leave for a month in which they go into Absent No Pay (ANP) status.
- 17.6 Employees out on sick leave for three or more consecutive workdays shall be required to present a physician's certificate of fitness for duty in order to return to work. The employee may use up to 48 hours per year of sick leave without the necessity of furnishing an excuse from a doctor or dentist. For other than 48 hours per year, the employee must furnish a doctor's excuse upon their return to work. Sick leave is to be used only and exclusively for bona-fide, documentable illness.
- 17.7 Sick leave will be for an illness to the employee or for the necessity of care for an immediate family member. A maximum of 32 hours sick leave per calendar year may be taken to alleviate the effects of illness or injury of a member of employee's immediate family. For serious health conditions requiring long-term absence, procedures applicable under the Family and Medical Leave Act (FMLA) will be followed.

LEAVE OF ABSENCE

- 18.1 The provisions of this article are for the purpose of fixing the manner of maintaining uninterrupted seniority during periods of absence by employees without pay.
- 18.2 A leave of absence must be requested in writing to an employee's supervisor outlining the need for the leave and the anticipated time of return. An authorized leave of absence does not affect the seniority status of the employee with respect to vacations, insurance and other benefits based on length of service.
- 18.3 Short term of absence, less than four (4) hours, for personal business may be granted by the employee's supervisor, provided the employee makes the request the day before the absence. At the employee's option, such leaves will be treated as absences without pay or may be deducted from accrued vacation time. It will be the employee's responsibility to furnish his or her own transportation to and from the work site, if necessary. The employee will be allowed no more than three (3) such absences in a year.
- 18.4 One (1) designated employee at any one time selected and designated in writing by the Union shall be granted a leave of absence for the purpose of attending conventions or conferences, not to exceed 40 hours per year per employee.

COURT DUTY

- 19.1 An excused absence with pay is granted an employee who is requested to serve on jury or is subpoenaed by the court to appear as a witness. Any compensation earned by the employee for his/her court duty, other than travel allowances, will be paid over to the County.
- 19.2 When summoned to appear for Court duty, the employee must present the "notice to appear" to his/her supervisor.
- 19.3 The employee may retain all court compensation received from appearances on days off.

BEREAVEMENT LEAVE

20.1 An employee will be granted a bereavement leave of absence at the employee's regular hourly rate for the number of hours he would otherwise normally work, for the purpose of attending the funeral of the employee's next of kin according to the following schedule:

Two (2) days with pay for members of the immediate family. Immediate family to include father, mother, sister, brother, wife, husband, son, daughter, grandparents, and grandchildren of both employee and current spouse.

MILITARY DUTY

21.1 The County will comply with Florida Statutes 115 and 250.

ON THE JOB INJURY

- 22.1 Any employee covered by this agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment by the County shall receive all benefits required by the Workers' Compensation Laws of the State of Florida. However, benefits will not be paid to an individual who sustains any injury as a result of his/her usage of drugs or alcohol. Any employee so injured must report the accident to his/her supervisor within the normal work day of the known injury.
- 22.2 The absence for on the job injury does not affect the seniority or status of the employee with respect to vacation, insurance, and other benefits based on length of service.
- 22.3 When the injured employee is released for light duty, the County will reinstate the employee to this type of work if available. The availability of light duty work shall be determined solely at the discretion of the County and if light duty is found for one employee the County shall be under no obligation to create light duty for subsequently injured employees and the failure of the County to find light duty for an employee shall not constitute a breach of this agreement.

RETIREMENT PLAN

23.1 The County will continue in effect during the term of this agreement the present employee retirement plan. A copy of such plan shall be furnished to each employee.

23.2 The County will continue the Social Security system for employees covered by this agreement.

TRAINING

- 24.1 When employees are required to attend seminars, workshops, and other professional development courses by the County, the employee will be given per diem and mileage at the prevailing rate established by the State of Florida if no County vehicle is available for use or travel in a personal vehicle is approved by the supervisor.
- 24.2 The County encourages voluntary cross training; however, cross training does not qualify for out of class pay.

LIABILITY

- 25.1 The County will defend any actions in tort brought against any employee(s) covered by this agreement as a result of any alleged negligence of said employee(s) arising out of and in the scope of their employment with the County unless such employee(s) acted in bad faith with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

MISCELLANEOUS

26.1 Shop personnel shall service trucks with the assistance of operators. Shop personnel shall have the responsibility for quality of the servicing and preventative maintenance checks and records.

26.2 An employee who requests a voluntary demotion will not be allowed to bid on another position for 18 months. However, management reserves the right to override this and consider any extenuating circumstances involved, should it be in the best interest of the County.

26.3 The County shall furnish small tool kits to some equipment operators who request them for the purpose of making minor repairs to the equipment they operate. Each operator will be responsible for the tools and tool kit furnished to the operator. The County will furnish a secure place to store tool kits when not in use.

26.4 In reviewing an employee's work record, the County will not consider any disciplinary action which is older than the time provided below.

Oral reprimand	6 months
Written reprimand	12 months
Suspension	30 months

RETENTION OF BENEFITS

- 27.1 The County agrees that all employee's benefits in effect at the time of signing of this agreement, except as may be modified by the terms of this agreement, shall not be reduced or eliminated because of the signing of this agreement.

CLASSIFICATION & WAGES

- 28.1 Regular hours worked, overtime hours worked, gross pay, individual deductions, and net pay shall be listed on the pay stub on each pay day.
- 28.2 Each employee will receive a written evaluation annually.
- 28.3 When an employee receives a satisfactory annual evaluation, he/she will be advanced to the next applicable step in his/her grade level. A satisfactory evaluation will be required to move additional steps. Beginning October 2007, performance evaluations will be completed three (3) times a year. Advancements will take place October 2006, 2007, 2008 provided raises are not prohibited due to budget constraints. The County will inform the Union within seventy-two (72) hours of a budget constraint which would prevent the above mentioned raises.
- 28.4 Union mechanic positions receive an annual tool allowance of \$104. These taxable wages will be paid to the employee for the pay period that includes the leave anniversary date.
- 28.5 When an employee voluntarily bids into or is promoted or transferred to a higher job classification in a higher pay grade, he/she shall be paid the starting wage rate for the pay grade or given a 3% increase to their current pay rate, whichever is greater.

PAYROLL DEDUCTION OF DUES

- 29.1 The County agrees to deduct from the wages of each employee who has voluntarily executed and delivered to the County written authorization and assignment therefore, regular monthly dues, not to exceed such amounts as authorized by the Financial Secretary of the International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 1205.
- 29.2 Deductions shall be made from pay received during each month and shall be remitted to the Union representative who has been authorized in writing to receive such remittances. Remittances shall be made not later than the end of the month in which deductions were made.
- 29.3 The executing and delivering of such deductions and assignment authorization shall not be a condition of employment and the parties agree there shall be no coercion or discrimination against any employees for having signed or not having signed such authorization form.
- 29.4 Provisions of the foregoing paragraphs are subject to the terms and conditions in the form of assignment hereinafter set forth.
- 29.5 In consideration of the County's agreement for the check off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the County against any and all liability claims and expenses of any kind which the County may incur or sustain as a result of relying on any Articles 29 continued assignment and deduction authorization or other notices furnished by the Union to the County.

Payroll Deduction of Dues

DATE: _____

TO: Board of County Commissioners
Taylor County, 201 E. Green Street
Perry, Florida 32347

As of the date shown above, I hereby assign from my wages and you are hereby authorized and directed to deduct therefrom \$_____ monthly regular union dues. You shall remit the sums deducted to the duly authorized representative of International Brotherhood of Electrical Workers, AFL-CIO, in accordance with the provisions of the agreement between you and said union now in effect. This authorization shall be in effect for the duration of this agreement or during any extension thereof unless terminated by me in writing addressed to the Board of County Commissioners with a copy to the Union.

Witness

Signature

SAVINGS CLAUSE

- 30.1 Should any provision of this agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.
- 30.2 Should any provision of this Agreement be non-compliant or in conflict with any federal, state or local law, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ENTIRE AGREEMENT

- 31.1 The parties acknowledge that during negotiations that resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunities are set forth in this agreement.
- 31.2 The County and the Union, for the duration of this agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, but may upon mutual agreement of both the County and the Union, bargain collectively on any subject or matter not known or contemplated by either or both parties at the time that they negotiated this agreement.
- 31.3 This agreement will be effective October 1, 2006 shall remain in full force and effect up to and including September 30, 2009.
- 31.4 Should either party desire to terminate, change, or modify this agreement or any portion thereof, they shall notify the other party in writing on or before January 1, 2009. Such notifications shall include the titles and sections of the articles the party wishes to negotiate and all other articles will remain in full force and effect from year to year thereafter. Both parties may agree to only reopen certain articles to negotiate at the conclusion of this contract.

31.5 Following the sending and receipt of the notice described above, the parties shall follow the procedures contained in the Florida Public Employee Relations Act toward the consummation of a new agreement.

31.6 This agreement is subject to approval of the International Brotherhood of Electrical Workers International President and the Board of County Commissioners.

31.7 All Union members shall receive a copy of this agreement. The cost of printing and binding shall be equally divided with the County and the Union.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in their respective names by their respective representatives thereon to duly authorize.

**TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS**

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

CHAIRPERSON; CLAY BETHEA

LOCAL UNION 1205

ATTEST:

ANNIE MAE MURPHY, CLERK