

MASTER COLLECTIVE BARGAINING AGREEMENT

between

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

and

NORTHEAST FLORIDA PUBLIC EMPLOYEE'S

LOCAL 630

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL, CIO



October 1, 2004 - September 30, 2007

Amended October 1, 2005

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Agreement

This Agreement is collectively made and entered into as of October 1, 2004 by and between Levy County and Northeast Florida Public Employees Local 630, Laborers' International Union of North America, AFL-CIO, the certified bargaining agent as reflected by the issuance of Public Employees Relations Commission Certification numbers, 710 (Blue Collar) and 919 (White Collar), (hereinafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by authorized representatives of the parties.

Article 1 - Recognition

The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications contained within the certified bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. It is furthermore agreed that the Business Manager or his/her designee, shall be the official spokesperson for the Union in any matter between the Union and the County. The Union shall furnish the County, in writing, the name(s) of its designee(s) and the period of time during which said designee is authorized to conduct business on behalf of the Union. This Agreement supersedes all County directives.

Article 2 - Management Rights

Except as expressly limited by the articles of this Agreement the County shall have the exclusive right to manage the facilities, services and business of the County, and direct the working forces the same as it had prior to the execution of this Agreement.

These rights include, but are not limited to, the right to plan, direct and control operations; to assign work and schedule the working hours; to determine the extent to which County services will be performed by County employees or by contract providers, provided that the Union shall be notified and allowed an opportunity for discussion and consultation prior to any subcontracting of County services which would adversely affect members of the bargaining unit; to hire, promote, demote, and transfer employees; to suspend, discipline or discharge for just cause and to lay off employees for lack of work or other legitimate reasons; to make and enforce rules of conduct and regulations; to introduce new methods, materials or facilities, classifications, provided that the Union will be notified and allowed an opportunity for discussion and consultation prior to the establishment of a new classification or elimination of classifications which would adversely affect the bargaining unit. The County shall also have the right to assign overtime work.

Article 3 - Non-discrimination

The parties hereby acknowledge their responsibility under Florida Statute, Section 112.042(1) which provides as follows:

It is against the public policy of this state for the governing body of any county or municipal agency, board, commission, department, or office, solely because of the race, color, national origin, sex, handicap, age, or religious creed of any individual, to refuse to hire or employ, to bar, or to discharge from employment such individuals or to otherwise discriminate against such individuals with respect to compensation, hire, tenure, terms, conditions, or privileges of employment, if the individual is the most competent and able to perform the services required.

Article 4 - No Strikes

The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the County shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion.

Article 5 - Jury & Witness Duty

Section 1

Jury Duty - When an employee is required to serve on jury duty the employee shall be relieved of responsibility for his or her regular work shift, and the County shall pay the employee the amount that would have been received had the employee worked his/her regular work shift. All employees who are required to serve on jury duty shall report to their supervisor or department head that they have been notified for that purpose within 24 hours of receiving such notice when possible but in no event later than the beginning of the next work shift. When an employee is finally released or is excused from jury duty, the employee shall, as soon as possible, notify his or her supervisor of their availability for work. Any employee who receives compensation for jury duty service shall return that compensation to the County immediately upon receipt of the check if the compensation was earned during regular work hours.

Section 2

Witness Duty - Any employee, who in place of the employee's normal work, upon the request and for the benefit of the County attends any legal proceedings involving the County, or is subpoenaed to any court proceeding involving the County, or if it is a criminal matter in which the employee is not personally or momentarily interested, shall be paid as if engaged in the employee's normal work. Time spent under this provision as a witness shall be considered as time worked for the purpose of determining overtime pay. This provision shall also apply to any employee who is subpoenaed or requested to appear in court as a result of that employee performing his "civic duty" such as being a witness to an accident. This provision shall not apply to any employee who is appearing in court for his own personal business or as a request by a friend such as testifying in a divorce case or other civil actions.

Article 6 - Check-off of Union Dues

Section 1

Authorization - The County agrees to make a deduction of Union dues, initiation fees, and assessments from the paycheck of any employee covered by this Agreement upon written authorization signed by the employee directing the County to make such deduction and transmit an amount to the Union. The deduction authorization shall continue until one of the following occurs:

- (a) The employee gives written notice to the County and the Union revoking the dues deduction authorization.
- (b) The employee is terminated.
- (c) The employee is transferred out of the bargaining unit.

The dues deduction cancellation shall be effective thirty (30) days following the day it is received by the County and the Union.

Section 2

Remission of Dues to Union - The amounts to be deducted as dues shall be certified to the County by the Secretary-Treasurer of the Union. The County agrees to remit such dues deduction to the Secretary-Treasurer on a bi-weekly basis. The Union shall pay the County, upon receipt of an invoice, \$150.00 for the processing of dues check-off no later than October 30th of the fiscal year. The Union shall not be responsible for payment of the fee if the County does not provide the Union with an invoice. For the payment of the aforesaid fee, the Union shall be provided with a monthly list of all additions or deletions of employees in the bargaining unit; the names of employees on whose behalf dues have been deducted and remission of the net amount of dues deducted.

Section 3

Indemnification - The Union shall indemnify, defend, or hold the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or on account of any payroll deduction of Union dues. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

Article 7 - Seniority

Section 1 **Definition** - Seniority is an employee's length of continuous service with the County, dating from his or her last date of hire and upon completion of the probationary period. Employees with the same date of hire shall have seniority standing among themselves based upon the chronological order in which they applied for employment. Application will be time and date stamped when submitted.

Section 2 **Probationary Employees** - A new employee shall be considered a probationary employee for six (6) months after which seniority shall date back to the date of hire, provided, however, management shall have the discretionary right to add an additional one (1) month to the probationary periods for a specific employee and shall advise the Union of the extension and verbally give the reasons for the extension. During the new hire probationary period only, a probationary employee shall not have seniority and may be laid off without cause, discharged, or otherwise terminated by the County and such action shall not be subject to the grievance procedure of this Agreement.

Employees, who receive a promotion to a different classification, shall be on probation in that classification for a period of six (6) months after which, if they are not retained, they will be returned to their former classification if it exists and there is a vacancy available. The position from which the employee has been promoted will not be permanently filled for three (3) months unless operational needs require that position to be filled. During such promotion during the probation period, a probationary employee shall accumulate seniority and shall not be demoted, laid off, discharged, or otherwise disciplined without cause by the County. Such action shall be subject to the grievance procedure of this Agreement.

If the promoted employee is not retained in his/her new position and the former job has been permanently filled, he/she may exercise the replacement procedure outlined in Article 7, Section 5 of the Agreement.

Section 3

Application of Seniority - In the event a job opening is to be filled by the promotion of an employee in the bargaining unit, the following factors shall be considered in selecting employees for promotion and to fill vacancies and new jobs:

- (a) seniority;
- (b) ability and qualification to perform the work, determined by written or work tests where possible (in which event the test will be monitored by someone from the Personnel Department and a Union Steward); and
- (c) performance evaluation.

Where, as among the employees concerned, factors (b) and (c) are relatively equal, factor (a) shall govern.

In the event applicants not employed by the County apply for the job opening, applicants from the bargaining unit shall be compared with non-employee applicants, and if (b) considerations are relatively equal, factor (a) shall govern selection to fill the job.

Section 4

Job Posting - Whenever a vacancy or job opening occurs in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted for a period of no less than five (5) working days in advance on all bulletin boards. A copy of the notices of vacancy's/job openings will be given to the appropriate Union Steward at the time of posting.

When a vacancy occurs, any employee of the County who has completed his probationary period and who is interested in filling the vacancy shall apply in writing to the Personnel Director or designee. The County shall provide a list of all applicants to the appropriate Union stewards within twenty-four (24) hours after the close of posting period.

Temporary transfers or assignments may be made until the position is filled. Temporary transfers or assignments shall be defined as thirty (30) work days when possible, not to exceed ninety (90) work days. All employees are encouraged to seek promotions to

non-bargaining unit positions; however, it is understood that this Agreement does not require that bargaining unit employees be chosen to fill a non-bargaining unit position.

Section 5

Layoff and Recall - In the event of a reduction in the work force, newly hired probationary employees in the classification and department affected shall be first laid off. If further reductions are necessary, non-probationary employees and employees who are on promotional probation in the affected classification shall be laid off from the classification and department affected. The order of such layoffs shall be based on seniority with the least senior employees in the classification and department laid off first.

An employee who is reduced from one Department shall have the right to exercise seniority to replace the most junior employee in the same classification in another Department. An employee who is unable to replace another employee in the same classification shall have the right to exercise seniority to replace the most junior employee in any lower classification in any department; provided that the reduced employee is fully qualified to perform the work of the lower classification.

Laid off employees shall be recalled to the classification and Department from which they were laid off in the reverse order in which they were laid off, provided that they have not been terminated under Section 6 (e) below. It is understood that persons employed with, and paid by, federal or state grant funds will be laid off or terminated upon the elimination or cut back of such funds regardless of their seniority.

Section 6

Loss of Seniority - Seniority and the employment relationship shall be broken and terminated if an employee:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent from work for three (3) consecutive work days without notification to the Department

Head or designee; unless notification would have been impossible;

- (d) is laid off and fails to return to work within four (4) workdays after having been recalled in writing by certified mail with return receipt requested, addressed to the last known address of record unless there is a reason, acceptable to the County, for such failure;
- (e) is laid off or is absent from work in the case of sickness or illness or injury incurred on the job, excluding sickness, illness or injury which is covered under the Workman's Compensation Act, for twenty-four (24) consecutive months or one-half of the employee's seniority at the time of layoff, illness or injury, whichever is lesser.
- (f) fails to report for work at the termination of leave of absence or extension thereof; or
- (g) accepts gainful employment without permission while on leave of absence.

Section 7

Seniority During Approved Employee Leave of Absence

An employee's seniority shall be retained during an approved leave of absence but shall accumulate further only during leave with pay and for sixty (60) days without pay, except for leave under Article 8, Section 9.

Article 8 - Leave Plans

Section 1 (a) Annual Leave - Employees (as defined in the Florida State Department of Administration of Retirement manual) will accrue paid vacation leave based on years of service from the date of employment on the schedule below:

<u>Year of Service</u>	<u>8 Hours/Day</u>
1 to 5 years	8 hrs/month
5 to 10 years	10 hrs/month
10 to 15 years	12 hrs/month

(b) Annual Leave shall be accrued to a maximum as provided in the following schedule:

<u>8 Hour/Day</u>
352 Hours

Annual leave and sick leave shall be computed based upon hours worked. Those employees working eight (8) hour days shall accrue time based upon that workday and shall be charged accordingly and those employees working shifts other than eight (8) hour work days shall accrue time based upon their workday and shall be charged accordingly. Earned leave may be accumulated to a maximum of 44 work days.

At termination, the employee will receive payment for any unused annual leave not exceeding the following schedule:

<u>8 Hours/Day</u>
240 Hours

New employees must complete the probationary period or extension thereof before being eligible for annual leave payment but, if the probationary period is successfully completed, annual leave will accrue from the employee's date of hire.

The taking of annual leave will be on the dates approved by the employee's immediate supervisor or his designee, and the employee will be advised of the name of the designee.

Employees shall not accrue additional paid leave for working hours in excess of the normal work day.

A county employee who has accrued annual leave time in excess of two hundred (200) hours may donate up to two (2) weeks annual leave time to another employee who needs additional time due to extenuating circumstances and said request for transfer shall not be unjustly denied.

Section 2

Break in Service - Employees having terminated their employment, either voluntarily or otherwise, with Levy County shall, upon re-employment, begin earning annual sick leave as a new employee. Accrued annual or sick leave may not be transferable from one employment period to another. When an employee with seven (7) years or more in service is terminated through no fault of the employee and if the termination is not as a result of injuries or health then the employee would be entitled to two (2) weeks severance pay at his rate of pay at the time of termination.

Section 3

Sick Leave (non-job related) - Employees (as defined in the Florida State Department of Administration Division of Retirement manual) shall accrue sick leave as provided in the following schedule with no limitation on amount of sick leave that may be accumulated.

<u>8 Hours/Day</u>
8 hours/month

The taking of sick leave shall be according to the following guidelines:

- (a) Illness, injury, incapacitation or quarantine of employee.
- (b) Illness, injury of a member of the employee's immediate family. Immediate family being defined as spouse, children, parents, grandparents, sisters, brothers, parents of spouse, and grandparents of spouse.

- (c) A County employee who has accrued sick leave time in excess of 200 hours may donate sick leave time to another employee who needs additional time due to extenuating circumstances and said request for transfer shall not be unjustly denied.
- (d) Routine medical, dental or optical examinations which cannot be scheduled at any time other than working hours.
- (e) Any employee has been continuously employed by the County for a period of five (5) years or more and is medically diagnosed with a terminal illness shall be entitled to have his or her health insurance premiums paid by the County.

At retirement the employee will be compensated for any unused sick leave at the employee's current regular hourly rates of pay for one-eighth (c) of all unused sick leave credits accrued prior to October 1, 1973, plus one-fourth (¼) of all unused sick leave credits accrued after October 1, 1973. In no case will an employee receive payment for unused sick leave credits accrued after October 1, 1973, in excess of 480 hours.

Each employee who completes one hundred-eighty (180) consecutive calendar days without using sick pay shall be entitled to one (1) bonus day off with pay. Said bonus day must be taken within ninety (90) calendar days after the one hundred-eighty (180) calendar day accrual period or the employee shall forfeit the bonus day.

Section 4

Injury in the Line of Duty - Employees injured in the line of duty that require their absence from work will not be eligible for Workman's Compensation benefits for the first seven (7) days of disability, however, if the injury results in disability of more than twenty-one (21) days, compensation shall be allowed from the commencement of the disability as provided in Chapter 440, Florida Statutes. The injured employee may utilize accrued sick leave or annual leave until such time as the Workman's Compensation benefits will revert to the County for all hours of sick leave or annual leave credits used. The injured worker will then receive credit back to his or her accrual or

leave time at the same percentage as the employee is eligible to receive under Workman's Compensation Act. Thereafter the injured employee shall be compensated only as provided in the Workman's Compensation Act set forth in Chapter 440, Florida Statutes.

Section 5 **Military Service** - an employee, who is a reserve member of the U.S. Armed Forces or the National Guard, shall be eligible for paid leave of absence for compulsory temporary duty. The maximum paid leave is thirty (30) calendar days for each calendar year.

Unpaid military leave may be requested by the employee for any absence over thirty (30) days and will be subject to the approval of the department head and personnel administrator. Requests for military leave will be submitted in writing with proper documentation attached.

Section 6 **Funeral Leave** - An employee who has a death in his immediate family will be granted a maximum of three (3) work days paid leave for a death within the State of Florida, and a maximum of five (5) days paid leave for a death outside of the State of Florida, provided, however, the maximum paid leave allowed for this purpose shall be ten (10) days per fiscal year. Immediate family for the purpose of this section is defined as spouse, children, parents, grandparents, grandchildren, sisters, brothers, parents of spouse, brother and sister of spouse, and grandparents of spouse.

Section 7 **Training Leave** - Leave with pay may be granted any employee for job-related seminars of short duration. This must have the approval of the department head, the personnel administrator, and the Board.

Section 8 **Maternity Leave** - An employee will be granted maternity leave without pay for a period not to exceed 120 work days. Accumulated paid vacation and/or sick leave may be used for all or a portion of the maternity leave at the option of the employee. Maternity leave shall begin on the date mutually agreed to by the employee, her physician, and the respective department head. It will be necessary that the employee furnish a physician's statement that the assigned work will not create a hazard or physical problem. A statement from the physician is required

that the employee is physically able to return to work.

Pregnancy - An employee may be temporarily assigned to another job requiring less strenuous duties if the pregnancy results in the employee being unable to continue her normal duties. Approval for such reassignment shall be at the sole discretion of the County Coordinator.

Section 9 **Leave Without Pay** - An employee must request in advance leave without pay if it is necessary for personal reasons to be absent from work. The department head shall at his discretion either approve or disapprove requests for such leave provided, however, such requests shall not be unjustly denied.

However, an employee shall not earn annual or sick leave credits while on any type of leave without pay which exceeds five (5) working days during any pay period.

Section 10 **Union Leave of Absence** - Members elected to Union positions or appointed by the Union to perform work which takes them from employment with the County shall, upon written request, receive leave of absence without pay for their terms of office or up to a period not to exceed one (1) year, whichever is greater, and said leave shall be renewable for an additional one (1) year period. Employees desiring leave under this Section shall notify the County two (2) weeks in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request. If it is impossible to give two (2) weeks notice, the County will waive the two (2) week requirement. No more than two (2) employees in any department shall be off on leave under this Section at any one time unless mutually agreed upon by the parties. Union leave of absence shall be limited to: conventions, grievance hearings, contract negotiations, officers to attend regular monthly business meetings, and other Union business mutually agreed upon by the County and the Union. Seniority shall accumulate during such leave. Such leave shall not be arbitrarily or capriciously denied.

Section 11 **Grievance Hearings** - Employees who have filed a

grievance will be authorized to attend hearings at all four steps with pay if the hearing is scheduled during the employee's normal working hours. The appropriate Union President or Shop Steward may attend with pay if the hearing is during their normal working hours and either the President or Shop Steward is representing the grievant. The Union must submit a list of employees to attend the hearing as direct witnesses. This list must be submitted simultaneously with the notice of appeal to the County Coordinator's Office to allow for proper departmental notification of the employee's absence. The County Coordinator or his designee will review the list and authorize absence from work for the employees that the Union requests and that the Union shows are necessary and material to the proceedings. Employees who wish to attend as observers may request vacation time in accordance with established procedures.

Article 9 - Holidays

Section 1 **Holidays Observed** - The following days shall be considered holidays and paid for as such at the employee's straight time hourly rate.

New Years Day

Memorial Day (last Monday in May)

Martin Luther King Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve (observed the last workday before Christmas)

Christmas

One (1) floating Personal Day (to be taken during the calendar year. The Personal Day shall not be considered a holiday for the purpose of computing overtime.

Section 2 **Weekend Holiday** - Holidays will be observed on the day of their occurrence except that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be observed on the preceding Friday, provided the employees who work on a twenty-four (24) hour, seven (7) day schedule shift operation shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls on a Saturday or Sunday.

Section 3 **Holiday Pay and Eligibility** - If a holiday is observed on a day which is a regular workday for an employee(s) and if he/she is permitted to be off that day due to the holiday, he/she shall be paid for the number of

hours he/she should have worked in a normal work shift at his/her regular straight time rate provided he/she works the full scheduled workday immediately preceding the holiday, and the full scheduled work day immediately following the holiday, unless the employee is absent on either day with prior approved annual leave or a valid medical excuse.

If the holiday occurs on a day which is regularly scheduled day off for the employee(s) he/she will receive additional pay for that work week equal to one of that employee's regular shift.

Paid holidays shall be construed as hours worked for purposes of computing overtime.

Section 4

Holiday Work - In the event an employee is required to perform work or to render services on one of the holidays listed in Section 1, the employee shall be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate for any hours worked in addition to his straight pay for a normally scheduled work day.

Article 10 - Working out of Classification

Whenever the Employer determines that it is necessary to fill a position on a temporary basis for any reason, the qualified employee with the greatest seniority shall be offered the temporary assignment. The Employer shall determine whether the employee is qualified to perform work in the temporary position, provided such determination is limited to those factors directly required to satisfactorily perform the job.

In any case when an employee is temporarily required by the Employer to serve in and to accept the responsibility for work in a higher position for more than eight (8) hours of continuous duty in a work week, unless the employee is assigned to a higher classification for the purpose of on-the-job training as provided below, the employee shall receive the starting rate of the higher classification or a 5% salary increase, whichever is greater, for the time spent working over eight (8) hours in the higher classification. Out of class assignments after forty (40) hours will be considered as a positive factor for any employee applying for a higher classification or promotion. A training period of up to forty (40) hours may be used in any classification provided the shop stewards are notified and advised of the training period. The forty (40) hour training period may be extended an additional forty (40) hours with the consultation and consent of the union steward. The training period shall not be considered as working out of classification.

Article 11 - Grievance Procedure

Section 1

Definition and Procedure - For the purpose of this Agreement, a grievance is any dispute or difference between an employee and Levy County involving the meaning, interpretation, or application of the provisions of this Agreement. Grievances shall be handled in the following manner:

- Step 1** The employee shall present the grievance in writing to his immediate supervisor with or without a Union Officer as the employee may choose. The supervisor must answer it in writing.
- Step 2** If the employee is not satisfied with the written answer of the supervisor in Step I or if no answer has been given within ten (10) working days, then the grievance shall be presented to the Department Head within five (5) working days of the supervisor's answer or failure to supply a timely answer. The Department Head or his designee shall, within ten (10) working days of receipt of the written grievance, meet with the employee and a Union representative unless such meeting has been waived by the employee. After such a meeting is held, the Department Head must answer the grievance in writing within ten (10) working days of the meeting.
- Step 3** If the Union or employee is not satisfied with the written answer of the Department Head, or if no written answer is rendered by the Department Head on a timely basis, then the Union or employee may, within ten (10) working days of the Department Head's answer or the failure of the Department Head to supply a timely answer, appeal the grievance to the County Coordinator or designee or appropriate Constitutional Officer. The County Coordinator or designee or appropriate Constitutional Officer must meet with a Union representative within seven (7) working days of receipt of the appeal. The County Coordinator or Constitutional Officer

shall answer the grievance in writing within ten (10) working days of the meeting.

Step 4 If the Union is not satisfied with the written answer of the County Coordinator or Constitutional Officer, or if no timely written answer is rendered, the Union Officer shall submit a written request, signed also by the grieving employee(s), appealing the grievance to arbitration within twenty (20) calendar days of the answer or failure of a timely answer.

In case of discharge or termination, Step 1 will be waived if the grievance has been timely filed.

Section 2 **Arbitration Board Selection** - The Union's appeal to arbitration shall be submitted to an arbitrator who is a member of the National Academy of Arbitrators and who shall be selected from a list furnished by the Federal Mediation and Conciliation Service by means of alternate striking of names with the Union having the first name strike.

Section 3 **Authority of Arbitration** - The arbitrator shall have no right to amend, modify, ignore, or add to the provisions of the agreement. He or she shall consider and decide only the particular issues involved in the grievance presented.

The award of the arbitrator shall be final and binding on the County, the Union and the employee(s) involved and any decision made by the arbitrator shall be retroactive for no more than two (2) years. The expenses of the arbitrator, including the arbitrator's fee, shall be shared equally by the County and the Union.

Section 4 **Time Limits** - No grievance shall be entertained or processed unless it is commenced in Step 1 within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the event became known or should have become known to the employee(s). If an employee desires to speak with management about a matter (except discharge) which would otherwise be grievable, he/she may do so in which event the employee will have

two (2) days in which to speak with management and the time limits for filing a grievance will commence on the third day. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the County, or if no answer has been made it shall be deemed denied. The time limits may be extended by mutual agreement of the parties. In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

Nothing herein shall limit the County and Union from mutually agreeing to waive any and all steps in the grievance procedure in order to expedite the processing of a grievance.

Article 12 - Hours of Work and Overtime

Section 1 **Purpose** - This Article is intended only to provide a basis for calculating overtime and shall not be considered as a guarantee of work or hours. There shall be no pyramiding of overtime or other premium payments.

Section 2 **Workday; Workweek** - The normal workday shall consist of eight (8) hours exclusive of lunch and the normal workweek shall consist of five (5) eight hour shifts. Other work schedules may be arranged within departments with special scheduling needs such as for example; landfill scale house attendants, mosquito control foggers. Such personnel may have 10 hour, 12 hour, or other unusual workdays. For those personnel, such special length days shall be workdays for annual and sick leave purposes.

Section 3 **Overtime Compensation** - In the event an employee is required to work beyond a normal workweek of not less than forty (40) hours, he/she shall be paid at the rate of time and one-half the employee's regular straight time rate provided the employee actually works his or her normal workweek. Overtime will be compensated at time and one-half (1-1/2) for all hours worked in excess of the employees regularly scheduled work day in any twenty four (24) hour period. All payments for overtime must be authorized by the Division or Department Head.

Employees who work more than the normally scheduled hours on any workday(s) shall not be required to work a changed schedule during the workweek for the purpose of avoiding overtime compensation in the workweek. Provided, however, the parties hereto acknowledge that in the event of a major emergency or disaster the work schedules of employees may be altered or changed as circumstances and economics dictate. The parties further agree that this paragraph shall not apply to those workers in the Mosquito Control Department and their work hours shall remain the same as prior to this Agreement.

Section 4 **Procedure for Overtime Assignment** - Overtime work shall be assigned in a manner that will be fair and

equitable to the employees and shall be made in a manner as will be consistent with operational efficiency and practicable operations and will be divided equally. Overtime shall be distributed among full time employees on a rotating basis. Overtime records of the County shall be made available to union officials when requested to resolve any question involving distribution of overtime. In the event of an emergency the hours of overtime assigned may be disproportionate but shall be not be done in an arbitrary manner.

Article 13 - Conflicting Laws

It is understood and agreed that the provisions of this Agreement shall be subordinated to any present or subsequent Federal, State, Municipal, or County law or regulations to the extent that any portion hereof is in conflict therewith, and nothing herein shall require Levy County to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity, or laws under which it may from time to time operate or exist, nor anything inconsistent with the order or regulations of any governmental authority having jurisdiction to issue the same.

Article 14 - Miscellaneous

- Section 1** **Bulletin Boards** - Levy County will provide adequate space on existing bulletin boards on which the Union may post, from time to time, notices to provide information or material relevant to members of the bargaining unit. If the Union desires additional space, it may mount a bulletin board for the posting of its notices at locations agreed upon by management and the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be of a material appearance as management and the Union shall approve. The Union agrees that it will not post notices of a defamatory or inflammatory nature and that the Union's principal officer shall be responsible for all notices posted under this section.
- Section 2** **Union Emblem** - Union members will be permitted to wear the lapel or button-type emblem of the Union in a manner that is safe and inoffensive.
- Section 3** **Credit Union** - Payroll deductions for the county's Credit Union will be permitted for each employee who authorizes such deductions, subject to the rules and procedures of the Credit Union.
- Section 4** **Health and Safety** - The following items relating to health and safety will be provided by the County:
- (a) If sleeping and eating areas which are within the County's control are established monthly exterminating service will be provided.
 - (b) If sleeping areas within the County's control are established battery operated smoke detectors will be installed.
 - (c) Fire extinguishers where appropriate.
 - (d) The County shall supply uniforms through a vendor of the County's choosing for each employee in the bargaining unit required to wear a uniform as determined by the County Coordinator. For purpose of this Agreement, "Uniforms" shall mean shirts and pants and a set of uniforms shall mean six (6) pairs of shirts and pants. Upon satisfactory completion of the employees initial probationary

period, each employee required to wear a uniform as determined by the County Coordinator, shall be supplied with one (1) set of uniforms as described above through a County-approved vendor as set forth in this Article. Thereafter, reasonable replacement for worn out or damaged uniforms will be provided at the discretion of the County Coordinator. As with other equipment, reasonable care is expected to be taken of uniforms by employees. Obvious negligence or deliberate destruction of uniforms will subject the worker to the possibility of disciplinary action.

Employees are expected to take care of laundry or cleaning of these uniforms. The County Coordinator shall select one (1) vendor to supply employees with uniforms. The selected vendor shall supply uniforms to newly-hired employees as well as current employees needing replacement uniforms. The County Coordinator shall designate certain shirts and pants available from the vendor from which the employees may choose. Final word on the uniform items and vendors rest with the County Coordinator. No bargaining unit employee may purchase a uniform from a vendor other than the vendor chosen by the County Coordinator.

In those job activities where safety shoes are required to be worn as determined by the County Coordinator, upon hiring the County will furnish each employee, through a vendor of the County Coordinator's choosing, with one (1) pair of quality steel-toed shoes, OSHA approved, for each particular job function. Thereafter, reasonable replacement for worn out or damaged shoes will be provided at the discretion of the County Coordinator or his designee.

Section 5

All employees will have the opportunity to work forty (40) hours per week, providing management can utilize said employee during foul weather. Those employees management request to go home shall receive three (3) hours reporting time pay. Time worked under this clause will be equally divided without discrimination. In the event any employee is required to work in the

rain appropriate rain gear shall be provided.

Section 6

County agrees to make a good faith effort to obtain a survey of industrial and domestic chemical use and disposal at its landfill operation on an annual basis in order to determine the risk, if any, to the workers. Obtaining the survey is contingent upon securing the assistance of the Department of Labor in conducting the survey at no charge to the County. County agrees to make the industrial hygiene survey available to the Union immediately upon receipt of the survey study.

Section 7

County encourages employees to obtain a complete physical on an annual basis. For those employees that could be handling toxic waste products, including employees at the landfill operation the County agrees to pay the fee not covered by the County medical insurance coverage. Obtaining the physicals is optional with the employees.

Article 15 - Wages

- Section 1** Effective October 1, 2005, all employees in the bargaining unit shall have their base hourly rate of pay increase by five percent (5%), as reflected on Addendum "C" of this Agreement. Thereafter, increases shall continue therefrom in accordance with the terms of the Agreement.
- Section 2** It is expressly agreed and understood that in the event the County Commission gives an across the board raise to other employees not in the bargaining unit under the control of the County Commission and that raise is in excess of the wage increase granted herein, the bargaining unit employee shall receive an equal increase to match the other employees. This section does not apply to any other state certified bargaining units recognized by the Levy County Board of County Commissioners.
- Section 3** Longevity Bonus - All employees who have worked for ten (10) years shall receive an annual bonus of \$100.00 on that employee's anniversary date. All employees who have worked twenty (20) years or more shall receive an annual bonus of \$150.00 on that employee's anniversary date.
- Section 4** Call-out Guaranty - Employees who are called out to work on a day which is not their regular scheduled workday or at a time which is not a continuation of their regular shift, shall be guaranteed three (3) hours of pay or their actual time worked plus travel time, whichever is greater. This provision shall not apply to work assigned which is an uninterrupted extension of the work shift but shall apply if an employee is required to come in early and then complete his work shift. The County shall utilize a call-out list when determining which employees to call-out as provided in this section. Employees shall be rotated on the list in order to distribute the opportunity for overtime as equally as possible.
- Section 5** Standby Pay - In the event the County requires any employee to be on a "standby status" then, in that event, the employee shall receive two (2) hours pay per twenty-four hour period. This section in no way

requires or infers that the County shall initiate a "standby" program.

Section 6(a) **Step Plan** - The following administrative procedures shall be adhered to in the implementation of the pay plan for employees in the bargaining unit.

Entrance Salary Determination:

- (1) (a) **Initial appointment** - Initial appointment to any position within the bargaining unit shall normally be made at the entrance rate of pay established for the position. Upon recommendation from the Department Head, the County Coordinator may approve the hire of a new employee at a rate of pay above the starting rate of pay. However, a new employee may only be hired at a rate above the entrance rate of pay established for the position if the needs of the County make such hire action necessary; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. The County Coordinator agrees to notify the Union in writing of any such proposal and allow the Union time to respond in writing prior to filling the position.
- (b) **Lateral Transfers:** When an employee is either recruited to or assigned another job within the same salary grade they will remain at their current salary level and salary grade to which they are currently assigned. Employees who accept a lateral transfer shall remain at their current hourly rate of pay, shall not be required to serve a probationary period, and shall maintain the same anniversary date for purposes of step movement as provided below.
- (c) **Promotion:** A promotion is the advancement of an employee from their current position to another open job, with greater responsibilities, in a higher pay grade.

The promotion is based on documented, demonstrable increase in the scope of work. The granting of a different title alone, without a change in pay grade, does not warrant a promotional salary increase.

When an employee is promoted to a classification with a higher base rate of pay, the pay rate of the employee shall be increased three percent (3%), or step 1 of the pay grade to which the employee is assigned, whichever is greater

- (d) **Demotion:** Demotions are defined as reductions in job duties and responsibilities that result in a salary grade reduction. When an employee is demoted for cause, the employee's salary shall be decreased to the maximum of the new range or the first step which provides a decrease, whichever is greater.

Should the demotion be the result of non-disciplinary action (e.g., a reduction in force), the demoted employee shall receive the rate in the lower position classification pay range which provides the smallest possible decrease in pay. Employees demoted for non-disciplinary reasons shall if possible be reassigned to other duties commensurate with his/her qualifications for the position. The Employer will make a reasonable effort to reassign the employee in accord with the provisions of this section.

- (2) **Advancement within a Salary Range** - Upon satisfactory completion of the probationary period after initial appointment or promotion, the salary of the employee shall be advanced one (1) step to the next higher step in the salary range for the class to which the position is allocated, unless the pay during the probationary period was the maximum for the salary range, in which case there shall be no increase.

After an employee receives his step increase

upon completion of the probationary period he shall be granted successive step increases no sooner than twelve (12) months from his date of last increase, until he reaches the maximum step in the salary range. (However, annualized step increases and lump-sum bonuses referenced in this section shall not be effective for the period starting October 1, 2004 thru September 30, 2005).

For the purposes of this plan, the date of last increase shall be the most recent date upon which any of the following actions occurred to an employee:

Date on which an employee received his end of probation increase.

Date on which an employee received a step increase.

Salary increases which normally occur on October 1st shall not be considered as the date of last increase.

- (3) The appropriate supervisor shall recommend in writing the advancement in salary of each employee who has met the requirements for pay advancement. Employees who receive a satisfactory evaluation shall be advanced one (1) step to the next higher step in the salary range for the class to which the position is allocated. Employees who receive a above satisfactory evaluation shall in addition to a one (1) step advancement, receive a one time lump-sum bonus of two (2%) percent of their annual salary which shall not be considered part of the employees base pay. All ratings of Above Satisfactory or Below Satisfactory must be fully explained, with specific examples given, as provided in Section D of the performance evaluation procedures, herein attached as Addendum "A".

Employees who are already at the top step of the salary range when they are evaluated shall receive a three (3%) percent one time lump-sum bonus for a satisfactory evaluation, or a five

(5%) percent one time lump-sum bonus for an evaluation of above satisfactory performance.

- (4) If the employee's performance has not been considered satisfactory during the time period involved, his step increase may be delayed pending improvement. Employees who have had their step increase delayed shall not be eligible for re-evaluation until the following anniversary date, twelve (12) months from the date of their initial performance evaluation. Evaluation for satisfactory service shall be standard in writing throughout the bargaining unit with each activity using the same evaluation procedure. The Employee shall be advised in writing as to the reason his step increase was not granted at the appropriate time, with a copy to the union steward, and if the employee feels the reason was not just cause for denial, he may use the grievance procedure and it will be inserted at Step II. All recommendations for salary advancement within grade shall bear the approval and recommendation of the employee's immediate supervisor and the Department Head.
- (5) For the purpose of determining the initial date upon which employees shall be evaluated for their step increase on or after October 1, 2002, both parties agree that the anniversary date of hire shall be the date upon which employees shall be evaluated. Thereafter, employees shall be evaluated twelve (12) months from the date of their last evaluation. New hires or employees who are promoted shall have their date of evaluation set in accordance with Article 6 (a) 2. Thereafter, step increases shall continue in accordance with the terms of the Agreement.
- (6) Employees shall be evaluated on or before their anniversary date each year. Employees who receive a satisfactory or above evaluation shall receive their step increase retroactive to the date of the employee's anniversary.

Section 7

The County agrees to review the classifications of Equipment Operators who drive Trucks, for the purpose of comparing salaries in comparable jurisdictions.

The County agrees to meet with and discuss potential base rate modifications to these classifications with the Union within a reasonable period of time after ratification.

Article 16 - Employee Benefits

Section 1

The County agrees to continue providing employees with hospitalization, and life insurance at no cost to the employee. Employees who elect to provide hospitalization for eligible dependents shall be responsible for the cost of that portion of the premium only. In the event insurance premiums for the second and third year of this Agreement increase more than twenty (20%) percent for either year, this Section shall be reopened for purposes of negotiations at the request of the Employer or the Union.

The Union and the County agree that the County will review the feasibility of furnishing employees with term life insurance equal to the employee's annual gross salary. Provided funds are available, the County will implement such benefit without the need to reopen this Agreement for renegotiation prior to October 1, 2002.

Article 17 - Employee Evaluations

With the exclusion of personnel of the rank of Assistant Department Head above, all employees within the bargaining unit shall receive written evaluations annually, utilizing the form attached hereto. Such evaluation shall be carried out by the employee's immediate supervisor who has the daily opportunity to monitor the employee's performance of the factors listed on the evaluation form. Such evaluation shall be reviewed by the department head. (In some cases the department head may be the observing evaluator.)

The form shall contain a space for comments by the evaluator, the department head and the employee. Rating of less than satisfactory must be explained on the form or attached statement by the evaluator and the department head.

The form shall be signed by the evaluator, the department head and the employee. The signature of the employee shall not indicate agreement with the evaluator but only that the evaluation was reviewed and discussed with the employee. Should an employee refuse to sign, the department head shall indicate on the form "Employee refuses to sign" and the date of such refusal, and shall sign such notation. An employee who believes that his or her evaluation is substantially incorrect in that it unfairly reflects his or her job performance in a negative light or fails to recognize the positive work performance can grieve such matter up to Step 3, but such item shall not be grievable to Step 4 unless such evaluation could result in the termination of the employee.

The completed evaluation form shall be placed in the employee's personnel file as part of the employee's permanent record. A copy of the completed evaluation form shall be given to the employee.

Article 18 - Discharge and Discipline

- 18.1 Employees in the bargaining unit shall not be discharged, suspended, demoted, docked, or otherwise disciplined except for just and proper cause, and in no event until the employee shall have been furnished with a written statement of the charges and the reason or reasons for such action. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 11.
- 18.2 Employees shall have the right to review their official personnel file upon reasonable request to the agency Head. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the personnel file, attached to the reprimand.
- 18.3 Disciplinary Action
- A. All disciplinary actions shall normally be progressive. The Employer may exceed normal progressive discipline when an employee has committed a number of unrelated offenses. The following are intended as examples of disciplinary actions:
1. Reprimand given orally (oral reprimands may be for the purpose of counseling employees as to possible problems with performance).
 2. Reprimand given in writing.
 3. Suspension without pay.
 4. Demotion.
 5. Dismissal.
- B. Notwithstanding the provisions of 18.1, the Employer may suspend, demote or discharge an employee for drunken, disorderly or disruptive conduct without the necessity of a letter of reprimand prior to such job action, however, such a letter shall be delivered to the employee within five (5) days of the actual dismissal, demotion or suspension.

18.4 A written reprimand shall be furnished to the employee and the Union Steward. The supervisor shall advise the employee that he has a right to have a Union Steward present at the time the written reprimand is issued. The employee will be requested to sign this reprimand. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand. All letters of reprimand shall become null and void after twelve (12) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void.

18.5 Employees, except those serving the initial probationary period, who are subject to dismissal, demotion, suspension, docking, as outlined under Article 18.3, subsections 3, 4, and 5, shall have the right to pre-disciplinary hearing prior to any suspension, demotion or dismissal. The appropriate Union Steward shall be present at such meeting along with the County Coordinator or his designee, and the supervisor who has made the charge. This section shall not apply to drunken, disorderly or disruptive conduct by the employee. The Union Steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance. A waiver of hearing shall be attached to the notice.

Article 19 - Drug Free Workplace and Drug Testing Policy

The County and the Union agree that drug abuse is a significant public health problem in our society. Drug abuse in the workplace negatively affects individual job performance and undermines the public confidence in Levy County and the services provided by Levy County.

Both parties to this Agreement acknowledge the importance of establishing and maintaining a drug free work place and complying with all Federal, State and local regulations related to drug use, including the Federal Drug Free Workplace Act of 1988 and the State comprehensive Economic Development Act of 1990. To the extent that any provision of the Drug Free Workplace and Drug Testing Policy contained in this Agreement conflicts with the requirements of Federal law, the requirements of Federal law will prevail.

As used herein, "drug abuse" includes the use of illicit substance or misuse of controlled substances, alcohol or other psychoactive drugs.

The parties hereto agree that the implementation and administration of a drug free workplace and drug testing policy shall be effected and governed by the document attached hereto and titled "Drug Free Workplace and Drug Testing Policy".

Article 20 - Union Membership

The parties acknowledge that employees are free to become members of the Union and/or engage in Union activity, or to refrain from membership or such activities as provided by Florida Statutes, Chapter 447, Part II; provided that it is understood that the Union, as the certified employee organization, shall not be required to process grievances for employees who are not members of the Union.

Article 21 - Entire Agreement

The Union acknowledges that it had an opportunity during the negotiations which led to this Agreement, to bargain over any and all subjects not removed by law from the scope of bargaining. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations it being understood that the Union has achieved only those benefits which are expressly set forth in this Agreement.

Article 22 - Term and Signature Page

This Agreement shall remain in effect until midnight, September 30, 2007.

The Union and/or the County may reopen Wages, and one (1) other Articles of their choice in 2005 and 2006 by giving written notice to the other party of their intention to modify the Agreement.

The parties hereto have set their hand and seal this _____ day of _____, 2004.

Board of County Commissioners
of Levy County, Florida

Northeast Florida Public
Employees Local 630, LIUNA, AFL-
CIO

By: _____
Wayne L. Helsby
Attorney

By: _____
William A. Worsham
Business Manager

Attest: _____
Chairman

Attest: _____
Witness

By: _____
Clerk

Addendum A - Employee Evaluation Procedures

These procedures have been developed for the purpose of implementing a performance evaluation system to be used in evaluating employee performance and in making employment decisions, which system shall be adopted by the County. The system shall include mandatory annual performance evaluations of all bargaining unit employees covered under this Agreement. A copy of the written performance evaluations shall be provided to each employee and discussed with the employee. The employee may make any written comments concerning the evaluation and the comments shall be made part of the employee's employment record.

The purpose of these procedures is to provide a uniform system of performance evaluation for covered employees.

I. OBJECTIVES

- A. The primary objective of this Employee Performance Evaluation System is to provide for improved employee performance.
- B. This Employee Performance Evaluation System will also provide;
 - 1. Better communications between employees and supervisors.
 - 2. Better understanding of job duties and responsibilities.
 - 3. Identification of training needs.
 - 4. Supportive documentation for merit and disciplinary action.

II. PERFORMANCE EVALUATION FORMS

- A. The original completed Performance Evaluation Form is to be forwarded to the County Coordinator's office for placement in the employee's official personnel file. The activity head is responsible for providing the employee with a copy of the form and for retaining a copy for the Department file.

III. PERFORMANCE EVALUATION DATES

- A. Mid-way through the probationary period. In most cases this will be three (3) months from the time the employee is placed in probationary status. The completed form is due in the County Coordinator's Office no later than fifteen (15) working days after the mid-probation date.
- B. At the end of probation. This evaluation must be completed no earlier than the beginning of the final month of the

probationary period and no later than the last day of the probationary period. In most cases, the probationary period is six (6) months. If the probationary period is extended, the County Coordinator must be notified immediately. The completed form is due in the County Coordinator's Office no later than fifteen (15) working days after the end of probation date.

- C. Annually, twelve (12) months from the date of last evaluation, to be defined as the performance evaluation date. The completed form is due in the County Coordinator's Office no later than fifteen (15) working days after the annual performance evaluation date.

IV. THE PERFORMANCE EVALUATION

A. Conduction and Reviewing the Performance Evaluation

1. The rater shall be the appropriate Supervisor as defined in the County's organizational chart. The rater together with the person to whom the employee normally reports shall complete the Employee Performance Form and discuss it with the employee. In those cases where an employee may be assigned work by various supervisors, the appropriate Supervisor will make rating decisions after consulting with others for whom the employee has performed work.
2. The appropriate Department Head shall be the reviewer. All ratings must be reviewed. Before the reviewer signs the form, the ratings should be discussed and any differences of opinion should be resolved. The reviewer shall not change the original rating; however, unresolved differences may be noted by comments on the evaluation form by the reviewer. In some cases the rater and reviewer may be the same. In such cases, there will be no review of the completed evaluation before the evaluation is concluded.
3. Upon completion of the review by the appropriate Supervisor, the activity head shall review and shall have final approval of all evaluations.

B. The Performance Evaluation Conference

1. Review the employee's job specification prior to the conference.
2. Choose a quiet location where you will not be interrupted for the conference.
3. First, discuss the employee's strong points.

4. Discussion of the employee's weak points should be a foundation for development. At this point, a program of suggestions and improvements should be outlined in Section E, Performance Improvement Plan, of the Performance Evaluation Form.
5. Evaluations for an employee should always be based on observable, objective facts.
6. To close the conference, summarize the major points discussed and the future goals that were established.

C. Completion of the Employee Performance Evaluation Form:

Section A. General Information.

Fill out all spaces as instructed.

Section B. Performance Factors To Be Evaluated.

1. List the factors which make up the overall job. These factors should consist of specific duties performed and other measurable job-related factors in areas such as attendance, quantity of work, meeting deadlines, etc. Job factors should be developed from class specifications, your knowledge of the job, and any other resources available to you. Each job factor should describe a tangible, observable action or series of actions. Upon assignment to a position an employee is to be given a list of the job factors pertaining to that position.
2. Examples of job factors are provided on the sample Performance Evaluation Forms.
3. The rating scale to be applied to each job factor consists of Satisfactory, Above Satisfactory and Below Satisfactory. An explanation of each value is found on the evaluation form.
4. Unable To Appraise should be indicated for duties not regularly assigned to the position held by the employee being evaluated or for duties which were not performed during the current performance evaluation period.

Section C. Overall Rating

1. An overall rating of job performance is to be indicated in the appropriate space, based on

the collective ratings for the job factors listed in Section B.

2. In determining the overall rating, give greater value to the job factors which are more important in terms of total job performance.

Section D.Explanation of Above Satisfactory and Below Satisfactory.

1. All ratings of Above Satisfactory or Below Satisfactory must be fully explained, with specific examples given.
2. The extent to which performance exceeds or fails to meet job requirements should be clearly described.

Section E.Performance Improvement Plan

1. This section is to be used for development of a plan for improvement of employee performance or for career development and may be applicable for employee whose overall performance falls in any of the three rating categories.
2. The plan should include the objectives or goals toward which the employee will be working, methods for achieving those objectives, and the anticipated completion date for each objective.

Section F.Signatures

The Rater, Reviewer, Activity Head and Employee being evaluated must sign the form in the appropriate space. The Rater must advise the employee that it is permissible for him/her to attach comments to the form. If he/she wishes to do so, the space below the employee signature which indicates this must be checked.

Overall Rating of Below Satisfactory

1. If the probationary period of an employee rated as Below Satisfactory has been extended and the maximum length of time permitted for a probationary period is reached, removal of the employee from employment will be necessary.

Addendum B - Drug Free Workplace and Drug Testing Policy

The County and the Union agree that drug abuse is a significant public health problem in our society. Drug abuse in the workplace negatively affects individual job performance and undermines the public's confidence in Levy County and the services we provide.

Both parties to this agreement acknowledge the importance of establishing and maintaining a drug free workplace; and complying with all Federal, State, and local regulations related to drug use, including the Federal Drug Free Workplace Act of 1988 and the State Comprehensive Economic Development Act of 1990.

As used herein, "drug abuse" includes the use of illicit substance or misuse of controlled substances, alcohol, or other psychoactive drugs.

Section 1 **Policy and Statement** - The manufacture, use, possession or distribution of illicit or controlled substances on the job is strictly prohibited. Employees are required to report to work in a fit condition for duty. Being under the influence of alcohol or illicit drugs, and being under the influence of legal drugs to the extent that normal faculties are impaired, is strictly prohibited. Employees who use or distribute drugs on the job are subject to disciplinary action, including dismissal. Any confiscated drugs will be turned over to local law enforcement officials. If an employee is under medical treatment with a drug that could alter his/her ability to do the job, he/she is required to report this drug use immediately to his/her supervisor.

Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts responsibility for providing channels of help. However, it is the employee's responsibility to seek such help. If an employee seeks help on a voluntary basis, then confidentially will be protected. But, if the employee does not seek help and a work performance or work conduct problem comes to the attention of the County, then disciplinary action will result.

Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy, shall be

presumed, in the absence of clear and convincing evidence to the contrary, to be under the influence and will forfeit his/her eligibility for all workers' compensation medical and indemnity benefits and will be terminated or disciplined.

Section 2 **Notice** - The drug testing provisions of this policy become effective ninety (90) days following ratification of this Article and adoption of this policy as a County Personnel policy.

The County will provide a one-time written notice to all employees as required by Section 440.102(3), Florida Statutes. The notice will be provided to all potential employees prior to any pre-employment drug testing. Copies of this notice will be placed on all employee bulletin boards and a general statement that the County will test all job applicants will be included on vacancy announcements.

Section 3 **Confidentiality** - The provisions of Section 440.102(8), Florida Statutes, shall govern the release of any information, interviews, reports, statements, memoranda and drug testing results received by the County through this drug testing program.

Section 4 **Types of Testing** - The County will conduct the following types of drug testing:

- (1) **Pre-employment** - All employees shall be required to take a drug urinalysis and/or blood test prior to initial employment. Any applicant whose test results indicate present alcohol or drug abuse will not be hired.
- (2) **Scheduled physical examination** - Any employee who undergoes a full physical examination in accordance with Article XIV shall also be tested for drug and/or alcohol use as part of that examination.
- (3) **Reasonable suspicion** - Drug testing based on a belief that an employee is using or has used drugs in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Approval for such testing

shall be authorized only by management level employee. Among other things, such facts and influences may be based upon:

- (a) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- (c) A report of drug use, provided by a reliable and credible source.
- (d) Evidence that an individual has tampered with a drug test during his employment with the current employer.
- (e) Information that an employee has caused, contributed to, or been involved in an accident while at work.
- (f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on County premises or while operating County vehicles, machinery or equipment.

If testing is conducted based on reasonable suspicion, the County will promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the County pursuant to this policy and shall be retained for at least one (1) year.

- (4) **Follow up** - If an employee, in the course of employment, enters an employee assistance program for drug related problems or an alcohol and drug rehabilitation program, the County will require the employee to submit to a drug test as a

follow-up to such program, and on a quarterly, semiannual or annual basis, at the County's option, for two (2) years thereafter.

- (5) **Transportation Employees** - All employees who are required to hold a commercial driver's license and operate a commercial motor vehicle as a condition of employment will be tested for drugs, and alcohol in accordance with the Omnibus Transportation Employee Testing Act of 1991 and Federal rules as follows:
- (a) **Pre-employment** - Employees who are promoted or transfer to a covered position will be tested for both alcohol and drugs prior to the effective date of the transfer or promotion.
 - (b) **Post-accident** - A driver covered by 4.e will be tested following an accident when any person involved in the accident has been fatally injured or the driver received a citation for a moving traffic violation arising from operating the commercial motor vehicle.
 - (c) **Reasonable suspicion** - Same as for other employees.
 - (d) **Random** - Employees will be tested for alcohol and drugs on a random unannounced basis just before, during or just after operating a commercial motor vehicle. Twenty-five percent (25%) of all employees in covered positions will be tested for alcohol in the first year and fifty percent (50%) for drugs the first year. The number to be tested in subsequent years will conform with Federal rules. Each driver shall be chosen using a scientifically valid random method and shall have an equal chance each time selections are made.
 - (e) **Follow up** - Same as for other employees.

All testing under section (e) shall comply with the provisions of the Omnibus Act and federally adopted rules.

Section 5

Drug Testing Procedures - All specimens collection and testing for drugs shall be conducted in accordance with Sections 440.102(5), (6), and (7), Florida Statutes.

(a) The County may test for any or all of the following:

Alcohol
Amphetamines
Cannabinoids
Cocaine
Phencyclidine
Methaqualone
Opiates
Barbiturates
Benzodiazepines
Methadone
Propoxyphene

(b) **Initial Test** - The initial test screen for all drugs shall use an immunoassay except that the initial test for alcohol shall be an enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as positive:

Alcohol	.04 g%
Amphetamines	1000 ng/ml
Cannabinoids	100 ng/ml
Cocaine	300 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	300 ng/ml
Opiates	300 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300ng/ml
Methadone	300 ng/ml
Propoxyphene	300 ng/ml

- (c) **Confirmation Test** - All specimens identified as positive on the initial tests shall be confirmed using a second test, a gas chromatography/mass spectrometry (GC/MS) test, or an equivalent or more accurate scientifically accepted method approved by the State or Federal government; except that alcohol will be confirmed using gas chromatography. All confirmations shall be done by quantitative analysis. The following conformation cutoff levels shall be used when analyzing specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as positive:

Alcohol	.04 g%
Amphetamines	500 ng/ml
Cannabinoids	15 ng/ml
Cocaine	150 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	150 ng/ml
Opiates	300 ng/ml
Barbiturates	150 ng/ml
Benzodiazepines	150ng/ml
Methadone	150 ng/ml
Propoxyphene	150 ng/ml

- (d) The laboratory shall report test results to a medical review officer chosen by the County to act on its behalf. These results shall be reported within seven (7) working days after receipt of the specimen by the laboratory. The laboratory shall transmit results to the medical review officer in a manner designed to ensure confidentiality of the information. Unless otherwise requested by the County of the employee that records be retained for a longer period of time, all records pertaining to a given specimen shall be retained by the laboratory for a minimum of two (2) years.
- (e) Within five (5) working days after receipt of a positive confirmed test result from the medical review officer, the County shall inform the employee in writing of such positive test result, the consequences of such result, and the options available to the employee. Notification shall be

mailed certified or hand delivered. Absent extenuating circumstances, mailed notification shall be deemed received by the employee when signed for, or seven (7) calendar days after delivery, whichever occurs first. A copy of the test results will be provided to the employee with this notification.

Section 6

Employee Challenges and Option to Retest - Within five (5) working days after receiving notice of a positive confirmed test result from the County, the employee may submit information to his/her supervisor explaining or contesting the test results and why the results do not constitute a violation of this program. The employee will be notified in writing if the explanation or challenge is unsatisfactory to the County. This notice will be given to the employee within fifteen (15) days of receipt of the employee's explanation or challenge and will state why the employee's explanation is unsatisfactory. All such documentation will be kept confidential and will be retained for at least one (1) year.

An employee may make a legal challenge pursuant to Statute or grieve employment decisions made pursuant to this program in accordance with Article XI. When an employee initiates the grievance process, it shall be the employee's responsibility to notify the Personnel Director and the laboratory in writing that such a grievance has been filed. Reference the chain of custody specimen identification number, and request that the sample be retained by the laboratory until final disposition of the grievance.

During the one hundred eighty (180) day period following the employee's receipt of a positive test result, the employee may request that a portion of the original specimen be retested, at the employee's expense. The retesting must be done at another State licensed of NIDA approved laboratory and must be tested at equal or greater sensitivity for the drug in question as the first.

Section 7

Rehabilitation - Any employee who feels that he/she has developed an addiction to, dependence upon, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Employees may seek

such assistance from the County sponsored Employee Assistance Program (EAP) or other community resources.

Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for alcoholism or drug abuse will be entitled to benefits only to the extent specified under the County's group health insurance program and employee assistance program. Employees required to be absent from the workplace while in treatment may request a medical leave of absence in accordance with Article 8. An employee shall be permitted to utilize all available accumulated paid leave before being placed in a leave without pay status.

Upon successful completion of the EAP or other treatment program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.

The County will not discharge, discipline or discriminate against an employee solely upon the voluntary seeking of treatment for an alcohol or drug problem. However, if the employee has previously tested positive for drug use, entered an employee assistance program for drug related problems or entered an alcohol or drug rehabilitation program while in the County's employ, appropriate disciplinary action will be taken.

Section 8

Violations and Continued Employment - Employees who violate the County's Drug Free Workplace Policy with a first time positive confirmed drug test will be referred to the County EAP or other community alcohol and drug rehabilitation programs as appropriate. However, use of the EAP or other rehabilitation resources will not shield the employee from appropriate disciplinary action for violations of other County policies. Employees referred to the EAP as a result of a first violation will be allowed to continue employment with County provided that:

- (a) They contact EAP or other rehabilitation resources and strictly adhere to all terms of treatment and counseling prescribed.

- (b) They immediately cease any and all abuse of alcohol or drugs.
- (c) They consent in writing to periodic unannounced testing in accordance with Section 4(d) of this Article for a period of up to two (2) years after returning to work or completion of any rehabilitation program, whichever is later.
- (d) They pass all drug tests administered under this program.
- (e) They execute and abide by an agreement describing the above stated conditions.

Failure to meet any of the above conditions, or second confirmed positive drug test will result in dismissal from employment.

Addendum C - PAY PLAN

Paygrade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Job Titles
2	\$7.10	\$7.31	\$7.53	\$7.76	\$7.99	\$8.23	\$8.48	\$8.73	\$8.99	\$9.26	\$9.54	\$9.83	\$10.12	\$10.42	Bookkeeper I, Secretary I
3	\$7.23	\$7.45	\$7.67	\$7.90	\$8.14	\$8.38	\$8.64	\$8.89	\$9.16	\$9.44	\$9.72	\$10.01	\$10.31	\$10.62	Secretary II
7	\$7.77	\$8.00	\$8.24	\$8.49	\$8.74	\$9.00	\$9.27	\$9.55	\$9.84	\$10.13	\$10.44	\$10.75	\$11.07	\$11.41	Bookkeeper II
8	\$7.90	\$8.14	\$8.38	\$8.63	\$8.89	\$9.16	\$9.43	\$9.72	\$10.01	\$10.31	\$10.62	\$10.94	\$11.26	\$11.60	Driver I, Intake Specialist, Secretary III Switchboard Operator, Receptionist
10	\$8.34	\$8.59	\$8.85	\$9.12	\$9.39	\$9.67	\$9.96	\$10.26	\$10.57	\$10.89	\$11.22	\$11.56	\$11.91	\$12.27	Lead Driver
14	\$8.96	\$9.23	\$9.50	\$9.79	\$10.08	\$10.38	\$10.70	\$11.02	\$11.35	\$11.69	\$12.04	\$12.40	\$12.77	\$13.15	Administrative Assistant I, Administrative Secretary, Dispatcher/Scheduler
15	\$9.13	\$9.40	\$9.68	\$9.97	\$10.27	\$10.58	\$10.90	\$11.22	\$11.56	\$11.91	\$12.26	\$12.63	\$13.01	\$13.40	Bookkeeper III
17	\$9.46	\$9.75	\$10.04	\$10.34	\$10.65	\$10.97	\$11.30	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10	\$13.49	\$13.90	Administrative Assistant II, Billing Service Clerk, Program Coordinator- Emergency Management
26	\$6.22	\$6.41	\$6.60	\$6.80	\$7.00	\$7.21	\$7.43	\$7.65	\$7.88	\$8.12	\$8.36	\$8.61	\$8.87	\$9.14	Spotter/Laborer I
27	\$6.43	\$6.63	\$6.83	\$7.03	\$7.24	\$7.46	\$7.68	\$7.91	\$8.15	\$8.40	\$8.65	\$8.91	\$9.17	\$9.45	Spotter/Laborer II
28	\$7.35	\$7.57	\$7.79	\$8.03	\$8.27	\$8.52	\$8.77	\$9.04	\$9.31	\$9.59	\$9.87	\$10.17	\$10.48	\$10.79	Custodian
29	\$8.74	\$9.00	\$9.27	\$9.55	\$9.83	\$10.13	\$10.43	\$10.75	\$11.07	\$11.40	\$11.74	\$12.09	\$12.46	\$12.83	Animal Control Officer I, Building Trades Electric Helper, Night Watchman, Maintenance Worker I
30	\$8.92	\$9.19	\$9.47	\$9.75	\$10.04	\$10.34	\$10.65	\$10.97	\$11.30	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10	Ag. Technician/Custodian, Maintenance Worker II
37	\$9.89	\$10.18	\$10.49	\$10.80	\$11.13	\$11.46	\$11.81	\$12.16	\$12.52	\$12.90	\$13.29	\$13.69	\$14.10	\$14.52	Building Trades I, Custodial Supervisor, Equipment Mechanic I, Equipment Operator I, Fuel Truck Operator, Maintenance Worker II, Mobil Unit Operator

Paygrade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Job Titles
39	\$10.17	\$10.48	\$10.79	\$11.12	\$11.45	\$11.79	\$12.15	\$12.51	\$12.89	\$13.27	\$13.67	\$14.08	\$14.51	\$14.94	Mobile Equipment Operator, Welder-Fabricator I, Animal Control Officer II
40	\$10.33	\$10.64	\$10.96	\$11.28	\$11.62	\$11.97	\$12.33	\$12.70	\$13.08	\$13.47	\$13.88	\$14.29	\$14.72	\$15.16	Mobile Operator Unit II
41	\$10.48	\$10.79	\$11.12	\$11.45	\$11.79	\$12.15	\$12.51	\$12.89	\$13.27	\$13.67	\$14.08	\$14.50	\$14.94	\$15.39	Equipment Operator II, Surveyor-Sign Maintenance/Permit
42	\$10.60	\$10.91	\$11.24	\$11.58	\$11.93	\$12.28	\$12.65	\$13.03	\$13.42	\$13.83	\$14.24	\$14.67	\$15.11	\$15.56	Labor Foreman
43	\$10.78	\$11.11	\$11.44	\$11.78	\$12.14	\$12.50	\$12.87	\$13.26	\$13.66	\$14.07	\$14.49	\$14.93	\$15.37	\$15.83	Equipment Mechanic II
44	\$10.90	\$11.23	\$11.56	\$11.91	\$12.27	\$12.64	\$13.02	\$13.41	\$13.81	\$14.22	\$14.65	\$15.09	\$15.54	\$16.01	Scalehouse Operator
45	\$11.04	\$11.37	\$11.71	\$12.06	\$12.42	\$12.79	\$13.18	\$13.57	\$13.98	\$14.40	\$14.83	\$15.28	\$15.73	\$16.21	Building Trades II, Electrical Trades II Equipment Operator III, Welder-Fabricator II
47	\$11.32	\$11.66	\$12.01	\$12.37	\$12.74	\$13.13	\$13.52	\$13.93	\$14.34	\$14.77	\$15.22	\$15.67	\$16.14	\$16.63	Equipment Mechanic III, Office Manager/Supervisor
48	\$11.48	\$11.82	\$12.17	\$12.54	\$12.92	\$13.30	\$13.70	\$14.11	\$14.54	\$14.97	\$15.42	\$15.88	\$16.36	\$16.85	Mosquito Control Foreman, Groundwater Technician
49	\$11.63	\$11.98	\$12.34	\$12.71	\$13.09	\$13.48	\$13.89	\$14.30	\$14.73	\$15.18	\$15.63	\$16.10	\$16.58	\$17.08	Equipment Operator IV Household Hazardous Waste Technician
55	\$12.51	\$12.88	\$13.27	\$13.67	\$14.08	\$14.50	\$14.93	\$15.38	\$15.84	\$16.32	\$16.81	\$17.31	\$17.83	\$18.37	Building Trades III - Foreman, Landfill Foreman, Construction Foreman, Finish Grader Operator-Foreman, Non-Department of Correction Work Squad Supervisor
58	\$12.90	\$13.28	\$13.68	\$14.09	\$14.51	\$14.95	\$15.40	\$15.86	\$16.34	\$16.83	\$17.33	\$17.85	\$18.39	\$18.94	Assistant Shop Superintendent, Building Inspector, Code Enforcement Officer, Master Mechanic
59	\$12.99	\$13.38	\$13.78	\$14.19	\$14.62	\$15.05	\$15.51	\$15.97	\$16.45	\$16.94	\$17.45	\$17.98	\$18.52	\$19.07	Building Inspector/Plans Inspector