CONTRACT

BETWEEN

MONROE COUNTY

AND

TEAMSTERS LOCAL UNION NO. 769

TABLE OF CONTENTS

		Page No.
Article 1	Recognition	3
Article 2	Intent and Purpose	3
Article 3	General	3
Article 4	Non-Discrimination	3
Article 5	Correspondence	4
Article 6	Bulletin Boards	4
Article 7	Management Rights	5
Article 8	Subcontracting	6
Article 9	Availability	7
Article 10	Safety	7
Article 11	Union Representation & Access	8
Article 12	Payroll Deduction, Union Initiation Fees and Union Dues	9
Article 13	No Strike - No Lockout	10
Article 14	Outside Employment	10
Article 15	Attendance and Punctuality	11
Article 16	Hours of Work	12
Article 17	Overtime	12
Article 18	On-Call/Standby	13
Article 19	Call Back	13
Article 20	Temporary Assignments	13
Article 21	Probationary Period	14
Article 22	Promotions – Job Openings	15

		Page No.
Article 23	Discipline	15
Article 24	Grievance and Arbitration	16
Article 25	Separations	19
Article 26	Insurance	20
Article 27	Leaves of Absence	21
Article 28	Paid Sick Leave	22
Article 29	Holidays	25
Article 30	Annual Leave	27
Article 31	Uniforms, Tools and Equipment	29
Article 32	Remuneration	30
Article 33	Entire Agreement	32
Article 34	Printing Agreement	32
Article 35	Savings Clause	32
Article 36	Duration of Contract	33
	Attachment A	34
	Attachment B	35
	Attachment C	38

ARTICLE 1

RECOGNITION

Monroe County (the "County") recognizes Teamster Local Union #769 affiliated with the International Brotherhood of Teamsters (the "Union") as the exclusive bargaining agent for PERC purposes for the employees in the unit designated by the Florida Public Employees Relations Commission (PERC) in the PERC certification dated April 7, 1994, a copy of which is attached.

ARTICLE 2

INTENT AND PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment; to achieve and maintain harmonious relations between the County and the Union; to ensure the continuous, uninterrupted and efficient operation of all departments; and to provide for the prompt and amicable adjustment of differences which may arise.

ARTICLE 3

GENERAL

3.1 Masculine pronouns used herein shall refer to men or women or both. The use of masculine job classification titles shall be construed as including each gender as appropriate.

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

3.3 The term "Department Head" as used in this Agreement is defined as the level of administrator in the employees' department or division who requires Board of County Commissioner confirmation of the County Administrator's appointment.

3.4 Whenever the terms "County Administrator" or "Department Head" are used, the terms shall be interpreted to include their duly authorized representatives.

ARTICLE 4

NON-DISCRIMINATION

4.1 Neither the County nor the Union shall discriminate against any employee as it relates to race, color, religion, gender, age, national origin, veteran status, marital status, familial status, sexual orientation/preference, disability/handicap, or membership in Union or lack of membership in a Union or because of any reason prohibited by law. Any claim of discrimination of retaliation based on the foregoing shall be processed exclusively through the appropriate administrative agency (e.g., Equal Employment Opportunity,

Florida Commission on Human Relations, Public Employers Relations Commission, etc.) and shall not be subject to the grievance-arbitration procedures of this Agreement.

ARTICLE 5

CORRESPONDENCE

5.1 Unless otherwise provided in this Agreement all correspondence from the Union to the County shall be directed to the County Administrator, and all correspondence from the County to the Union shall be directed to the business representative. To comply with the time limits contained in this Agreement, such correspondence shall actually be received by the County Administrator or Union business representative on or before the date due unless sent via the U.S. Postal Service. When the U.S. Postal Service is utilized, all time limits contained in this Agreement shall be considered to be met so long as the postmark date is in compliance with the specified time limit.

5.2 It is the responsibility of the Union to furnish the County with a mailing address for it and to advise the County of any address changes. The initial addresses are as follows:

COUNTY	UNION
Monroe County	Teamsters Local Union #769
County Administrator	12365 West Dixie Highway
1100 Simonton Street, Suite 2-205	North Miami, FL 33161
Key West, FL 33040	(305) 642-6255
305-292-4441	

5.3 Each party shall copy the other on any and all correspondence pertaining to the contract sent to or received from PERC.

ARTICLE 6

BULLETIN BOARDS

6.1 The County will furnish space for the Union to place one bulletin board at each location where bargaining unit employees regularly report to work and where the County has an official bulletin board. Those locations are specified in Attachment A. The bulletin boards will be provided by and paid for by the Union.

6.2 The County Administrator shall approve the exact location for placement of all bulletin boards. Bulletin boards may be no larger than 20 inches by 30 inches.

6.3 All notices placed on such bulletin boards shall relate solely to official Union business. Notices posted shall not contain derogatory, defamatory, inflammatory, or untrue statements about the County or any of its officials or anyone else. Bulletin boards shall not be used to communicate with the general public, to distribute political matter, or for advertising. All notices shall clearly state that they are "Teamster Notices" and shall be signed and dated by the Union business representative who will accept full responsibility for their content.

6.4 The Union stewards shall check all bulletin boards at reasonable intervals to ensure that no unauthorized materials have been posted. If unauthorized materials have been posted or if the Union steward has been notified that bulletin boards contain unauthorized materials, the Union steward shall cause such unauthorized materials to be removed immediately. When the Human Resource Administrator receives complaints of unauthorized material or inappropriate material, the Human Resources Administrator will notify the Union Steward for investigation and/or immediate removal of unauthorized or inappropriate material. The County may remove any such inappropriate material if the Union fails to timely remove the material.

ARTICLE 7

MANAGEMENT RIGHTS

7.1 Except as otherwise specifically limited in this Agreement, the Union recognizes and agrees that the supervision, management, control and determination of the County business, operations, working force, equipment, and facilities are exclusively vested in the County and its designated officials, administrators, managers, and supervisors. The County alone shall have the authority to determine and direct policies, mode, and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the County's business by the Union or any of its representatives. Except as expressly limited by a specific provision of this Agreement, the County shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. Without limiting the generality of the foregoing, such rights exclusively reserved to the County shall include but not be limited to its right to determine the existence or nonexistence of facts which are the basis of management decisions; the right to determine the size and composition of its work forces; to determine the existence of a job vacancy; to temporarily fill vacancies; to hire new employees from the outside at any level; to select, reinstate, retire, promote, demote, evaluate, transfer, suspend, assign, direct, lay-off and recall employees subject to the express provisions of this Agreement; to determine the fact of lack of work; to determine questions of physical fitness, skills and ability of employees to perform the work; to reward or reprimand, discharge or otherwise discipline employees; to maintain the minimum qualifications for job classifications and the amount and type of work needed; to engage in experimental and development projects; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept; to establish new jobs, abolish or change existing jobs; to determine the assignment of work; to contract out or subcontract work; to schedule the hours and days to be worked on each job and to make time studies of work loads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease, create, or restructure any department or operation for business purposes; to control, regulate, and determine the number, type and use of supplies, machinery, equipment, vehicles, and other property owned, used, possessed or leased by the County; to introduce new, different or improved methods, means and processes of County services and operations; to make or change rules and regulations, policies and practices for the purpose of efficiency, safe practices and discipline; and otherwise generally to manage

the County, direct the work force, and establish terms and conditions of employment, except as modified or restricted by a provision of this Agreement.

7.2 The County's failure to exercise any function or right hereby reserved to it, or, its exercising any function or right in a particular way, shall not be deemed a waiver to its rights to exercise such function or right, nor precludes the County from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union agrees that the County may exercise all of the above without advising the Union of any proposed action; nor may the Union require the County to negotiate over the decision or its effects on the employees except as altered by this Agreement. The exercise of the rights specifically listed in this article does not preclude the employees or their representatives from conferring with management or raising questions about the practical consequences that decision on these matters may have on the terms and conditions of employment.

7.3 Past practices of the Board of County Commissioners or County management shall not be considered for the purpose of limiting the rights, responsibilities, or prerogatives of management, nor for the purpose of enlarging upon the specific and express limitations on management, which are contained in this Agreement.

7.4 If the County determines that civil emergency conditions exist, including but not limited to riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the term of the declared emergency. Notwithstanding the provisions of Article 5, Correspondence, notice of such suspension will be given to the Union president as soon as practicable after the determination has been made and by whatever means is appropriate in the circumstances.

ARTICLE 8

SUBCONTRACTING

8.1 For purpose of this Agreement subcontracting shall mean work which is contracted out by the County to an agency, person, company, or other provider which results in the direct displacement or layoff of then existing bargaining unit employees.

8.2 The County reserves the right to subcontract work. Should subcontracting occur which will result in bargaining unit employees being laid off, the County agrees to notify the Union when the request to subcontract is put on the County Commission agenda. The Union reserves the right to appear before the County Commission and express its position to the County Commission for consideration at the time the Commission considers the subcontracting agenda item without being held to the time limit of 5 minutes for a representative for an organization. If employees are laid off due to subcontracting, they shall have the rights provided under Article 25, Separations.

ARTICLE 9

AVAILABILITY

9.1 All County employees covered by this Agreement are subject to call back and as such shall keep the County informed of their address and telephone number and/or cellular phone, if they have either a phone or cellular phone

9.2 It is understood that some employees will be required to work during declared emergencies such as hurricanes. The County will attempt to provide employees as much notice as possible that they will be required to work during the declared emergency. The County will also attempt, where able under the circumstances, to give employees time to secure their families and personal property prior to reporting for duty. The County will pay employees who work during declared emergencies pursuant to Resolution No. 224-2008 as amended from time to time.

ARTICLE 10

SAFETY

10.1 All employees and the County shall be responsible for following the provisions of the safety policy manual. This policy will be available on the web for viewing. Each department will have a copy available for review. The County shall continue to have the right to unilaterally establish, adopt, change, amend, withdraw, and enforce the employee safety manual so long as such actions do not result in a conflict with the specific terms and conditions of this Agreement. Changes to the employee safety policy manual will be conspicuously posted in all work areas. Except in the case of any emergency, such changes will be posted at least five working days before the effective date of the change. Failure to follow prescribed safety procedures may result in disciplinary action.

10.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the County when the County requires such use. Such items, when provided, must be used, and the Union agrees that willful neglect or failure by an employee to obey safety regulations and to use safety equipment shall be just cause for disciplinary action. Protective devices, apparel, and equipment necessary are determined by the Supervisor with the concurrence of the Safety Officer and can be defined as follows:

A. Gloves
B. Rubber boots
C. Safety hard hats
E. Safety vests
F. Safety goggles
G. Uniforms
H. Protective suits
I. Other safety related devices and/or apparel necessary to protect the employee.

10.3 Any employee shall have the right to present safety concerns and recommended solutions in writing to the Safety Officer. The Safety Officer shall respond in writing to the employee within 15 working days.

10.4 The County shall provide the safety policy on the website and provide to each department a copy for their review.

10.5 Employees determined by the County to be at risk shall be provided vaccinations for Hepatitis "A" and Triple "T" (Typhoid, Tetanus & Diphtheria).

ARTICLE 11

UNION REPRESENTATION & ACCESS

11.1 The Union will not be required to represent in a grievance any employee who is not a member of the Union.

11.2 For the purpose of representing employees in accordance with the provisions of Article 24, "Grievance Procedure," the Union shall designate and/or elect stewards. Each steward will represent employees only in his/her department.

11.3 The business representative of the Union shall notify the Human Resources Administrator, in writing, of the name of the stewards and the areas they are representing, at least three days before they assume duty. If no such notice has been given, the County has no duty to recognize the stewards.

11.4 The Union steward may represent the Union or Union members in matters appropriate for grievance handling as set forth in this Agreement. Stewards may spend time on Union business during non-working time such as before or after a shift, and during authorized break and meal periods. In addition, when appropriate and in order to facilitate the scheduling of meetings and resolution of grievances, the County Administrator, in his sole discretion, or his designee may grant time off with pay to a steward to attend grievance hearings or meetings.

11.5 Officers or agents of Teamsters Local Union # 769, except County employees on duty, shall be allowed reasonable access to work sites and locations of the County with the advance consent of appropriate County officials, which consent will not be unreasonably withheld, provided that such access shall in no way interfere with the efficient operation of any department or crew.

11.6 The Union agrees that, during the term of this Agreement, its non-employee representatives and stewards shall deal only with the County Administrator, the County Attorney, or the Human Resources Administrator, or their designees, in matters subject to discussion in this Agreement. This does not prohibit a steward from addressing the concerns of individual employees with a supervisor or department head.

11.7 No Union member, agent or representative of the Union, or any person acting on behalf of the Union may solicit County employees during the working hours of any employee

who is involved in the solicitation, nor distribute literature during working hours in areas where the actual work of County employees is performed.

11.8 The County will compensate stewards for attending negotiations at their current hourly rate of pay.

ARTICLE 12

PAYROLL DEDUCTION, UNION INITIATION FEES AND UNION DUES

12.1 Upon receipt of a signed authorization in an acceptable form from an employee, the initiation fee and regular monthly dues of the Union shall be deducted from such employee's pay. Such deduction shall be effective on the next regular dues deduction period following the date it is received in the Human Resources Department. The County will not deduct dues in arrears except to correct errors made by the County.

12.2 Monthly Union dues shall be deducted in equal amounts in each of the twenty-six pay periods of each year and shall be remitted by the County no later than the fifteenth of the following month to the officer and address designated by the secretary-treasurer of the Union. The Union will promptly refund to the County any amount paid to the Union in error on account of the dues deduction provision. The Union shall give the County a minimum of thirty days written notice of the effective date and amount of any change in the amount of the dues to be deducted.

12.3 No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid, or where the deduction would result in an employee being paid less than the minimum wage and/or overtime amount required by law.

12.4 An authorization for dues deduction may be canceled after thirty days from the date written employee notice of the cancellation is received by the Union. The Union Secretary-Treasurer will notify the County in writing to cease deductions.

12.5 The Union shall indemnify the County and any department of the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County or any department of the County for the purpose of complying with the provisions of this article.

12.6 An employee transferred to a classification not in the bargaining unit or whose employment is terminated shall cease to be subject to Union dues deduction beginning with the month after the month in which such change in employee status occurs.

ARTICLE 13

NO STRIKE - NO LOCKOUT

13.1 During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or other obligations of the County. During the term of this Agreement neither the County nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement as a result of a labor dispute with the Union, unless there is a violation of the Union's no strike commitment.

13.2 The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Article 13 to return to work.

13.3 The County may discharge or discipline any employee who violates Section 13.1 and any employee who fails to carry out his responsibilities under Section 13.1, and the Union will not resort to the grievance procedure on such employee's behalf except to determine if the prohibited action did in fact occur.

13.4 Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this article.

ARTICLE 14

OUTSIDE EMPLOYMENT

14.1 A. Full-time employees may engage in other employment during their off-duty hours. However, County employment must be considered the primary employment. Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the County's opinion, with the best interests of the County or interfere with the employee's ability to perform the assigned County job. Examples include, but are not limited to, outside employment which:

1) Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
2) Is conducted during the employee's work hours;
3) Utilizes County telephones, computers, supplies, or any other resources, facilities, or equipment;
4) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

B. Employees shall not be instructed or allowed to perform work for private individuals or other governmental agencies as part of his/her County employment except in those instances where such work is part of contract arrangements entered into by the Board of County Commissioners with such private individuals or government agencies, or in those cases where under prior Board of County Commission policy, the employee is to give service in an emergency situation.

14.2 Employees who have accepted outside employment are not eligible for paid sick leave when the leave is used to work on the outside job. Fraudulent use of sick or personal absences will be cause for disciplinary action.

ARTICLE 15

ATTENDANCE AND PUNCTUALITY

15.1 It is the policy of the County to require employees to report for work punctually as scheduled and to work all scheduled hours and any required overtime. Excessive tardiness and excessive absences disrupt workflow and customer service and will not be tolerated.

15.2 Unauthorized or excessive absences or tardiness will result in disciplinary action, up to and including termination. Absences in excess of those allowed by policy, tardiness or leaving early without proper authorization are grounds for discipline.

15.3 Employees should notify their supervisor, as far in advance as possible whenever they are unable to report for work, know they will be late, or seek permission to leave early. Notification shall not be later than 1 hour after start time of employee's normal shift start. Such notification should include a reason for the absence and an indication of when the employee can be expected to report for work. If the supervisor or department head is unavailable, the division clerk or the County Administrator should be contacted and given the same information.

15.4 Employees who report for work without proper equipment or in improper attire may not be permitted to work. Employees, who report for work in a condition deemed not fit for work, whether for illness or any other reason, will not be allowed to work.

15.5 Employees are expected to report to their supervisor after being late or absent, giving an explanation of the circumstances surrounding their tardiness or absence, and certify that they are fit to return to work.

15.6 Employees who are absent from work for three consecutive workdays without giving any notice to the County will be considered as having "abandoned their position" and thereby voluntarily quit, unless within fourteen (14) days from the first date of absence, the employee provides evidence of a medical situation that precluded them from contacting the County.

ARTICLE 16

HOURS OF WORK

16.1 The workweek shall start at 12:01 a.m. Sunday and end at 12:00 midnight Saturday, unless otherwise approved by the County Administrator. The County shall not indiscriminately change regularly scheduled working hours and days off of employees covered by this Agreement. Changes shall be made by reason of operational necessity and/or efficiency. Such changes require at least five working days notice to the affected employees except in the case of valid public necessity, such as equipment failure, unanticipated employee absences, and the like. Employees' regular work schedules shall contain two consecutive days off

16.2 Employees classified as regular full time will receive a total of one unpaid hour for meal/rest period per work shift, the time and sequence of which will be determined by the Supervisor and approved by the Department Head. If it is necessary for the non-exempt employee to work without a meal/rest period he/she will be otherwise compensated for that time. All other employees will receive meal or rest periods in an amount and time deemed appropriate by their Supervisor. Meal and rest periods shall be scheduled by the Department Head consistent with the effective operation of the department and may be rescheduled whenever necessary.

ARTICLE 17

OVERTIME

17.1 It is the policy of the County to work its employees within the regularly scheduled workweek unless conditions warrant.

17.2 Management may schedule overtime beyond the standard hours when it is in the best interest of the County and is the most practical and economical way of meeting workloads or deadlines.

17.3 Employees may be required to work overtime when requested by management unless excused by management. Employees may volunteer to work overtime and should communicate that interest to their supervisors. Overtime will only be scheduled for those employees fully qualified to perform the work required. In all work units, the County will make reasonable efforts to equalize overtime among employees who are similarly classified, except as addressed in Section 17.4 below. All other factors being the same, seniority may be used as a selection factor.

17.4 For overtime computation, only time worked shall be considered as time worked. Absences from work will not be counted as time worked for overtime computation.

ARTICLE 18

ON-CALL/STANDBY

18.1 On-call duty assignments occur when a supervisor expressly orders that an employee perform a certain function. These assignments are made when a supervisor mandates that an employee be available for work due to an urgent situation during off-duty time. Such assignments will be given to the employees who normally perform the work during normal hours of work. For employees on a standby status, one hour of pay at time and one-half will be paid for each regular workday. Two hours of pay at time and one-half will be paid for each non-work day and holidays. On-call hours shall be in addition to time worked.

18.2 All employees being paid for on-call/stand-by must maintain availability during such stand-by period. Employees who do not answer a page during such stand-by status shall be subject to disciplinary action.

ARTICLE 19

CALL BACK

19.1 Call back is work due to an emergency or other urgent situations during off-duty hours. Callback pay shall be paid to employees either called during off duty hours or called back to a work site during off duty hours. This pay shall be as follows: (a) one hour paid for employees called on the phone (or the actual time spent on the phone calls, whichever is greater) during off duty hours when the problem is resolved over the telephone and does not require the employee to report to a job site, or (b) two hours of pay or the actual time worked, whichever is greater, for an employee called back to a work site during off duty hours. This time shall be considered as time worked for computing overtime. The call or call back of any employee requires the prior approval of the department head or designee.

19.2 The parties agree that when an employee is regularly scheduled to come to a County building in order to open and close the building for a third party is not "call back" as that term is defined in the previous paragraph, but that the employee who is called to work for the purpose will be entitled to a minimum of two (2) hours or actual time worked, whichever is greater, computed from the time the employee arrives at the County building.

ARTICLE 20

TEMPORARY ASSIGNMENTS

20.1 The County may temporarily assign or appoint any employee to perform work, which would normally be done by an employee in another classification, when at the discretion of the County such an assignment, or appointment is necessary.

20.2 An employee temporarily assigned to perform work outside his normal classification shall suffer no loss of pay should said temporary assignment be to a lower classification.

20.3 An employee may be assigned to work in a higher classification up to one year, unless otherwise determined by the County Administrator. An employee required to work in a higher classification 30 consecutive working days or less may be required to do so at no increase in pay. If the employee is required to work beyond this period, he or she should be given a temporary transfer to the higher classification and be paid the appropriate rate for the higher classification retroactively applied to day one he or she served in such higher classification and every consecutive working day thereafter. At the conclusion of the assignment, pay shall revert to the authorized rate established for his regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal salary advancement.

ARTICLE 21

PROBATIONARY PERIOD

21.1 The probationary or "working test" period is an integral part of the hiring and promotion process. It is utilized to closely observe the new employee's work, to secure the most effective adjustment of a new employee to the position, and to reject any employee whose performance does not meet the required work standards. Probationary employees are generally ineligible for employee requested transfers or promotions unless the County Administrator determines that it is in the best interest of the County to waive this rule. Probationary employees who are permitted to transfer or promote shall have their new probationary period run concurrent with their existing probationary period.

21.2 The probationary period shall be nine consecutive months from the employee's first day of work with the County. If the employee has completed the probationary period, the employee shall be placed on regular status. The County reserves the right to extend the probationary period for up to three months. Such a decision shall be made at least two weeks before the end of the initial probationary period, and notice shall be provided to both the employee and the Union representative.

21.3 Regular status denotes final appointment in a specific County position and classification following successful completion of the probationary period.

21.4 Newly hired probationary employees may be dismissed at any time at the discretion of the County and are not entitled to the Career Service procedures or payments of sick leave at time of termination.

21.5 If an employee who is serving a probationary period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position, a good faith effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled or otherwise unavailable, the employee may be transferred to a vacant position for which the employee qualifies. If no vacancy exists for which the employee is qualified, the employee will be placed in a lay-off status with recall rights.

ARTICLE 22

PROMOTIONS – JOB OPENINGS

22.1 In filling all vacancies in the bargaining unit, employees shall meet the qualification standards of education, training, experience, and other requirements for the position to which the promotion is being sought. Standards and qualifications will be established to meet the basic requirements of the position.

22.2 Job openings will be posted on the employee bulletin boards a minimum of seven calendar days. Employees, excluding temporary and all probationary employees, may initiate a written request for transfer/promotion consideration.

22.3 An employee's eligibility for promotion will be determined by the requirements of the new job. In addition, the employee must have both a satisfactory performance record and no disciplinary actions (written warning or greater) during the preceding three-month period. Employees along with external applicants will be considered. All things being equal, and if consistent with affirmative action plans, senior employees shall have preference, but there will be no guarantee of promotion. Current employee candidates for promotion will normally be screened and selected on the basis of attendance and work records, performance appraisals, and job-related qualifications including, in some instances, aptitude tests. Seniority will prevail if two or more candidates are judged to be equally qualified.

22.4 An employee reclassified, transferred or hired through promotional opportunity of one pay grade level or higher shall receive the greater of the minimum salary of the pay range or a 5% salary increase per higher level pay grade. An increase above 5% per higher level pay grade shall require justification (Above Entry Form "Enclosure 15 of Administrative Instruction 4705") in accordance with Section 4.07 B (2) of the Personnel Policies and Procedures Manual. In no case shall the employee's salary be above the maximum pay range.

22.5 Promoted employees will be placed on "promotion probation" status for a period of three months.

22.6 The County agrees to post management vacancies and will give bargaining unit employees consideration in filling those vacancies.

22.7 The County will notify the Union of every job opening by sending an e-mail to the Business Representative at the time that the job opening is advertised internally.

ARTICLE 23

DISCIPLINE

23.1 No employee covered by this Agreement shall be disciplined or discharged without just cause. All discipline or discharge notices shall be in writing with a copy provided to the employee and the Union. Such notices shall contain as complete and precise an explanation as possible for the action being taken.

23.2 The County agrees with the tenets of progressive and corrective discipline; however, the County has the right to review the employee's work history and prior record of disciplinary action when determining the appropriate action to be taken. The County may provide employees with notice of deficiencies and an opportunity to improve. Notwithstanding the County's embrace of progressive and corrective discipline, the County reserves the right to discipline employees for just cause when the County deems it to be appropriate.

23.3 Disciplinary actions or measures may include, subject to the rules of the Board of County Commissioners, any of the following:

A. Oral warning
B. Written reprimand
C. Suspension
D Demotion
E. Discharge

23.4 All discipline in the form of adverse employment action must be processed exclusively through the grievance-arbitration procedure herein. The Union waives the right of all bargaining unit members to utilize the Career Service Act procedures for any purpose.

23.5 Disciplinary actions older than 5 years shall not be considered for purposes of progressive discipline.

ARTICLE 24

GRIEVANCE AND ARBITRATION

GRIEVANCE PROCEDURE

24.1 Except when doing so would present an unreasonable risk to the employees' safety, bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

24.2 A "grievance" is a claimed violation of an express provision of this Agreement. Notwithstanding that definition, discipline in the form of an adverse employment action shall be subject to the grievance-arbitration procedure set forth herein. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union (hereinafter the "grievant"). In either case, the procedure to be followed will be the same. The Union and management may mutually agree to waive any step. Any employee covered by this Agreement must use this grievance process and has no right to any other grievance process (i.e., administrative policy, etc.).

24.3 Any grievance defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement shall systematically follow the grievance

procedure as outlined herein. Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation.

24.4 Rules of Grievance Processing:

(A) The time limitations set forth in this Article are the essence of the Agreement. A grievance not advanced to the higher step by the Union or the grievant within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis for the decision most recently given. Failure on the part of the County's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step. The time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.

(B) A grievance presented at Step 2 and above shall be dated and signed by the aggrieved employee presenting it. A copy of the grievance must be forwarded to Human Resources by the grievant and/or the Union. The departmental fax machine will be made available for this purpose. A decision rendered shall be written to the aggrieved employee with copy to the Union and shall be dated and signed by the County's representative at that step.

(C) When a written grievance is presented; the County's representative shall return a dated and signed copy of it at that particular step.

(D) When a grievance is reduced to writing there shall be set forth:

1. A complete statement of the grievance and the facts upon which it is based;
2. The section or sections of this Agreement claimed to have been violated;
3. Any witnesses to the event or occurrence; and
4. The remedy or correction requested.

(E) In the settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to ten calendar days prior to the date of the filing of the grievance.

STEPS FOR GRIEVANCE PROCESSING

Step 1: In the event a grievance arises, the employee must present a written grievance using the form attached to this Agreement as Attachment C to his immediate supervisor within five working days after the employee had knowledge of the event or occurrence giving rise to the grievance. The aggrieved employee may request a representative of the Union to be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The supervisor will consult with the department head. The department head shall reach a decision and communicate it in writing to the aggrieved employee with a copy to the Union within ten working days from the date the grievance was presented to the supervisor.

Step 2: If the grievance is not settled in Step 1, the Union has ten (10) working days from receipt of the Step 1 answer to submit a written appeal to the County Administrator or his designated representative. Within ten (10) working days thereafter, a meeting shall be held between the County Administrator (or designee), the Union Agent, the Shop Steward, and the grievant. The County Administrator shall provide his written answer within ten (10) working days following such meeting. In the case of oral warnings or written reprimands the parties will maintain their positions if not resolved at step 2 and not advance grievances dealing with oral warnings and written reprimands to arbitration. The parties may by mutual written agreement extend the above timelines without loss of rights under this Article.

Step 3: The parties agree that Arbitrator Mark Lurie, Arbitrator James Mancini, and Arbitrator Donald T. Ryce, serving in rotation, shall resolve grievances arising under this Agreement. In the event that the grievance is not settled in step 2, either party may submit the grievance to binding arbitration within ten (10) working days (or within a time period otherwise mutually agreed to by the Union and the County) of the written response of the resolution board, and a hearing will be scheduled with the next of the aforesaid arbitrators. Hearings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The Union and the County shall each pay ½ of the arbitrator's fees and expenses. In the event that any of the aforesaid arbitrators or their successor(s) should permanently cease to serve as an arbitrator on this panel, the parties will thereupon mutually agree upon a replacement panel member.

24.5 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the Union and the County in writing. It shall be the obligation of the arbitrator to issue his/her decision within 60 calendar days after the close of the hearing to include receipt of post-hearing briefs. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless the parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

24.6 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement. He shall have no authority to add to, detract from, alter, modify, amend or modify any provision of this Agreement; or to establish or alter any wage rate or wage structure. No liability shall be assessed against the County for a date prior to the date when the grievance is submitted in writing, or, in disciplinary cases, from the date of the discipline or discharge.

The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the County, provided that either party shall be entitled to seek review of the arbitrator's decision as provided by law. With respect to arbitration involving the layoff, discipline or discharge of employees, the arbitrator shall have the authority to order the payment of back wages and benefits the employee would otherwise have received but for his discipline or discharge (less compensation, including unemployment compensation payments and other compensation earned elsewhere during the period attributable to the layoff, discipline or discharge in issue, and less any amounts caused by the grievant's failure to mitigate his or her damages.) The arbitrator shall have no authority to award compensatory or punitive damages or attorney's fees.

24.7 The arbitrator may not issue declaratory opinions and shall be confined exclusively to the question, which is presented, which question must be actual and existing.

24.8 Nothing in this Agreement shall prohibit the presence of a Union representative at any steps of the grievance procedure.

24.9 No claimed violation of any federal statute, state or local law, rule or regulation shall be subject to the grievance-arbitration procedure.

ARTICLE 25

SEPARATIONS

25.1 The effective date of separation shall be the last day on which the employee is present for duty unless otherwise specified herein.

25.2 Resignation is defined as an action whereby an employee voluntarily leaves County employment. An employee with no pending disciplinary action wishing to leave the County in good standing shall file with the County a written resignation, stating the effective date and reasons for leaving. Such notice must be given at least two weeks prior to the date of separation. Employees who are absent from work for three consecutive workdays without being excused or giving proper notice of their absence will be considered as having voluntarily quit.

25.3 Retirement is defined as a voluntary or involuntary procedure whereby an employee separates from County employment for reasons of length of service or disability. The Florida Retirement System shall govern all retirement regulations and benefits. Neither the employee nor the Union may use the grievance-arbitration procedures outlined in Article 24 to address complaints concerning the Florida Retirement System.

25.4 Termination of employment shall be effective as of the date of death. All County compensation and County benefits due to the employee as of the effective date of death shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law or by executed forms in the employee's personnel file.

25.5 Each six (6) months in January and June a list of the employees arranged in order of their County seniority shall be sent to the Union. If a layoff does occur all temporary employees and newly hired probationary employees within affected divisions will be terminated first. The only exception would be if the temporary or newly hired probationary employee has a particular skill required to perform certain duties and no one else employed by the County is qualified. Seniority rights shall prevail based on length of service with the County by classification. Permanent employees are to be laid off based on their length of continuous service, provided that the employees who are retained have the demonstrated ability and fitness to perform the available work. Laid-off permanent employees shall be placed in open positions for which they are qualified. No employee shall be moved from their job within their classification unless he or she is the junior employee within that classification, provided that the employee who is not moved has the demonstrated ability and fitness to perform the available work.

25.6 If an employee is laid off, the employee will be compensated for his sick and vacation as if he were voluntarily quitting. Employees eligible for sick leave payment per Article 28.4 shall have the option of leaving the sick leave on account for up to one year. A laid-off employee shall be eligible for conversion of employee health care benefits at the employee's expense. Laid-off employees remain eligible for recall into positions previously held with the County or for which they are qualified for a period of two years from the layoff date, except this provision shall not apply if the employee accepts another position within the County within this time period. Any employee so recalled shall be subject to passing a typical pre-employment screening. No continuous service benefits of any kind shall accrue during the layoff period. The County will notify said laid off employee in writing via email of positions for which he/she may be qualified, with a copy to Union, for a period of two years following the layoff date

25.7 A discharge is the involuntary separation of an employee from County employment. Employees discharged for disciplinary reasons shall not generally be eligible for re-employment and shall lose all seniority and reinstatement privileges. The County will notify the Union steward upon the discharge of an employee in the bargaining unit but failure to give such notice shall not affect the validity of the discharge.

25.8 The final pay for terminated employees will be prepared for distribution on the next normally scheduled pay date following the termination date. It can be mailed to the last address designated by the employee. Final pay will be paid on a normally scheduled pay period.

25.9 At the time of separation and prior to receiving final monies due, all records, books, assets, uniforms, keys, tools, and other items of County property in the employee's custody shall be returned to the department.

25.10 Any outstanding debts incurred by an employee, which are due the County, shall be deducted from the employee's final paycheck and/or termination leave pay.

ARTICLE 26

INSURANCE

26.1 Bargaining unit employees will be eligible for coverage under the County's insurance plans for all other similarly-situated personnel. The County reserves the right to change insurance carriers or benefits or both, and the Union hereby expressly waives any right to bargain over such a decision; provided, however, that the County will bargain with the Union over the effects of any change in insurance carriers or benefits, if the Union requests that such bargaining occurs.

ARTICLE 27

LEAVES OF ABSENCE

27.1 Jury Duty and Court Leave.

A. A full-time employee who is summoned to jury duty by a city, the County (Monroe), the State of Florida, or the Federal Government or subpoenaed to appear in court as a witness in a criminal or civil action arising from his or her county employment shall be granted time off with pay for the time actually spent on jury duty or in the court appearance. Fees paid by the court will be retained by the employee unless otherwise determined by the County Administrator. As conditions precedent to receiving time off with pay for jury duty or court appearance of the aforesaid nature, the employee must:

(a.) Notify his/her Department Head of the summons or subpoena immediately upon receipt produce the summons or subpoena to his/her Department Head upon request, and provide the Department Head with an estimate of the duration of the absence;

(b.) Report to the Department Head immediately upon the conclusion or continuance of such jury duty or court appearance;

(c.) Report status of jury duty to supervisor or designee on a daily basis.

B. Any employee on jury duty as specified above, and who is released or excused from jury duty during normal working hours, will immediately contact his or her supervisor in order to determine whether the employee will be required to report back to work. Employees who work a 24 hour shift, will contact their Department Head (or designee) when released from jury duty. If the Department Head (or designee) determines that the employee could not effectively complete his or her work shift, the employee may be granted time off with pay for the remainder of the shift.

C. The County, in its discretion, may reschedule the working hours and days of work of an employee employed on other than a full-time basis who is summoned to jury duty or subpoenaed to appear in court as a witness by a city, the County (Monroe), the State of Florida, or the Federal Government in a criminal or civil action arising from his or her county employment. If, in the County's judgment, it is not feasible or practical to schedule the employee's hours of work around such, the County shall grant the employee time off with pay for the time actually spent on jury duty or in the court appearance. As conditions precedent to receiving time off with pay for jury duty or court appearance of the aforesaid nature, the employee must abide by the provisions contained above in Article 27.1, (a), (b) and (c).

D. If any employee is subpoenaed as a witness other than in the specific circumstances described above, the County will grant the employee leave without pay to the extent that the Department Head so approves.

E. Notwithstanding any of the provisions of Article 27.1-A above, no employee shall receive pay from the County where the employee is a plaintiff, claimant, or witness against the County in a matter contrary to the County's interests.

F. Any employee subpoenaed or otherwise requested to be a participant in any legal matter related to County business must inform the County Attorney's office as soon as possible after receiving said notification.

27.2 Military Leave

An employee may request military leave to serve on active duty in an emergency or required annual duty, and shall be compensated in accordance with state law, and federal law. Any claimed violation of this policy must be resolved exclusively through administrative-judicial procedures, and not through the grievance-arbitration procedures set forth herein.

27.3 Family Medical Leave Act

The County's policy is contained at Section 8.05 of the County's Personnel Policies and Procedures. FMLA is governed by applicable federal law. Any claimed violation of this policy must be resolved exclusively through administrative-judicial procedures, and not through the grievance-arbitration procedures set forth herein.

27.4 Bereavement Leave

All employees covered under this policy shall be granted up to two working days off with pay in order to attend a funeral of a member of the employee's immediate family. The immediate family shall be construed to mean one of the following: Spouse, parent, son, daughter, sister, brother, domestic partner, legal guardian, grandparent or in-laws. Additional time off (over and above the two working days herein provided) may be approved by the Department Head, and charged to sick or annual leave. Additionally, the County may require proof of death of a family member before making payment for leave.

ARTICLE 28

PAID SICK LEAVE

28.1 SICK LEAVE

A. ELIGIBILITY

All salaried employees with regular status working 20 hours or more per week shall have the privilege of accruing sick leave in accordance with these policies.

Employees shall not be eligible to use sick leave until they have been in the County service for 90 days, unless recommended by the Department Head and approved by the County Administrator or designee. Verification of illness by a physician may be required.

B. ACCRUAL OF SICK LEAVE

All regular, full-time employees will accrue 4 hours sick leave per pay period.

There will be no limit of the amount of sick leave that can be accrued.

Sick leave for employees working less than 40 hours per week, but at least twenty (20) hours per week will be prorated according to the hours worked.

When there has been a break in service of 48 hours or more, the employee upon reinstatement or re-employment will begin accruing sick leave as a new employee. Employees who are on leave without pay for more than 8 hours during a pay period will not accrue sick leave for that pay period.

C. USE OF SICK LEAVE

1. Sick leave shall be used only with the approval of the applicable Department Head or County Administrator and shall not be authorized prior to the time it is earned and credited to the employee except in cases of prearranged medical appointments, surgery or other health-related matters.

2. Sick leave shall be authorized only in the event of:

   (a.) The employee's personal illness, injury or exposure to a contagious disease which would endanger others.

   (b.) Illness or injury of a member of the immediate family. (see definition of immediate family.)

   (c.) The employee's personal appointments with a practitioner when it is not possible to arrange such appointments for off-duty hours, but not to exceed the extent of time required to complete such appointments.

   (d.) Prearranged surgery or other health-related matters.

D. Monroe County has established a Sick Leave Pool for eligible full-time employees designed to aid the employee suffering from an extended illness or injury (See Administrative Instruction 4702 for rules and enrollment procedures).

28.2 MEDICAL JUSTIFICATION

A. Sick leave is a privilege, and not a benefit. In fact, use of sick time actually causes a hardship on the County. The County must, therefore, ensure that employees utilizing sick leave are complying with The Monroe County Personnel Policies and Procedures.

Employees must meet the following conditions in order to be granted sick leave with pay:

(1) Notify his/her immediate Supervisor as soon as the employee learns that he/she will be unable to report to work in accordance with individual department policy. The employee shall call in to his/her immediate Supervisor at least one (1) time on each consecutive shift thereafter, that the employee will miss work because of sick leave.

(2) File a written report (after returning to work) explaining the nature of the illness when required, by her Supervisor or Department Head.

(3) Permit medical examination, nursing visit or any County inquiry (telephone call, visit to the employee's house, etc.) deemed appropriate by the County to document the illness of the employee or family member.

The Department Head is responsible for following up on sick leave use and for ensuring that there is no sick leave abuse. The Department Head may require any employee to bring in a note from his or her personal physician for absences of three (3) consecutive working days or more. However, if a Department Head reasonably suspects that an employee is abusing sick leave, said Department Head may require that any use of sick leave by the employee for herself or family member be justified by a note from a physician. Further, in the event that a Department Head is unsatisfied with the initial doctor's note, he may require the employee or family member to be examined by a County - designated physician at the County's expense.

B. If it is determined that the employee is unfit to continue working, the Department Head may require the employee to use any part of his accrued sick leave, compensatory time or annual leave and may thereafter require the employee to take such leave without pay as is medically determined sufficient to restore him to normal health, however, this will in no way prevent the County from separating him from employment if the absence would be of such duration as to pose a hardship on the operations of the Department.

C. The Department Head may require, at any time, an employee to present medical evidence that he is physically or mentally fit to work and/or the Department Head may require an employee to be examined by a County-designated physician or psychiatrist, at the County's expense.

D. If the employee's illness is covered by FMLA, the County's FMLA policy will govern entitlement to leave and the terms and conditions of that leave.

28.3 NOTIFICATION OF ABSENCE

If absent for three consecutive work days without reporting to the Supervisor a reason sufficient to justify the absence, the employee may be removed from the payroll as having voluntarily resigned without notice. The Supervisor is to notify the Department Head. Any unauthorized absence may be cause for disciplinary action, up to and including termination.

28.4 PAYMENT OF UNUSED SICK LEAVE

A. An employee who terminates with less than five (5) years continuous service shall not be paid for any unused sick leave credits.

B. Employees with varying years of continuous service shall, upon separation, from the County in good standing, death or retirement, receive incentive sick leave pay as follows:

5 to 10 years of service - 1/4 of all accrued sick leave, with a maximum of 30 days.

10 to 15 years of service - 1/2 of all accrued sick leave, with a maximum of 90 days.

15 years or more - 1/2 of all accrued sick leave, with a maximum of 120 days.

C. The payments made as terminal pay for unused sick leave, whether paid as salary or otherwise, shall not be used in the calculation of average final compensation for retirement.

D. Employees who leave the County service without proper notice or who are terminated for just cause may be denied payment of accrued sick leave.

ARTICLE 29

HOLIDAYS

29.1 OFFICIAL HOLIDAYS

The following are holidays which shall be observed by all County offices in which functions can be discontinued without adversely affecting required services to the public:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

In addition to the above-designated holidays, the Board of Commissioners, in its sole discretion, may grant other special holidays during the course of a year to some, or all, County employees.

29.2 ELIGIBILITY

All salaried employees on the active payroll on the date of the holiday shall be eligible for holiday pay at their regular rate of pay. Employees must be working or on approved leave with pay the entire day before and the day after a holiday to be compensated for said holiday.

29.3 WORK DURING HOLIDAYS

Each employee shall observe all holidays designated in this Section, provided that the work load of the department is, in the discretion of the County Administrator, such that the employee's work load cannot be discontinued without causing a hardship to the County.

In the event that the work load in any department does not permit the observance of any designated holiday, all employees required to work on said designated holiday, or if holiday falls on employees designated day off, may be granted another day's leave in lieu of the holiday or paid for the work performed on the holiday. If employee wishes to substitute a holiday, it will be scheduled in the manner as annual leave.

29.4 HOLIDAYS FALLING ON WEEKENDS

Unless otherwise specified by the Board of County Commissioners - when a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday - when a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Some County facilities are open on Saturdays and Sundays. When a holiday falls on a Saturday or Sunday, those facilities will observe the holiday on the actual holiday in lieu of the normally scheduled County Holiday.

29.5 HOLIDAY DURING PAID LEAVE

Employees on annual or sick leave during periods when designated holidays occur shall not have the day of the holiday charged against their accrued leave.

29.6 OBSERVANCE OF RELIGIOUS HOLIDAYS

Employees who choose to observe other "holidays" for religious or other reasons must do so by utilizing annual leave pursuant to Article 30.

29.7 ADDITIONAL DAYS OFF WITH PAY

Members of the bargaining unit may receive additional days off with pay (not holidays) if approved by the Board of County Commissioners, subject to rules set forth by the County Administrator. All such days off, if granted, must be taken in increments of whole days.

ARTICLE 30

ANNUAL LEAVE

A. ELIGIBILITY

All salaried employees with regular status working 20 hours or more per week shall earn and accrue annual leave with pay.

B. ACCRUAL

For current employees and employees hired on or prior to September 30, 1999, Annual leave for regular, employees shall be earned in accordance with the following table:

Years of Continuous Service	Hours of Leave Earned During Each Calendar Month	Hours of Leave Earned During Each Calendar Month
	40 HPW	37 ½ HPW
1 through 3 years	4 hours per bi-weekly pay period (13 working days per year)	3.75 hours per bi-weekly pay period (13 working days per year)
4 through 10 years	5 hours per bi-weekly pay period (16 1/4 working days per year)	4.75 hours per bi-weekly pay period (16.5 working days per year)
11 through 15 years	6 hours per bi-weekly pay period (19 1/2 working days per year)	5.75 hours per bi-weekly pay period (19.9 working days per year)
16 through termination of employment	7 hours per bi-weekly pay period (22 3/4 working days per year)	6.75 hours per bi weekly pay period (23.4 working days per year)

Monroe County currently has a bi-weekly pay period system commencing at 12:00 a.m. Sunday, ending two Saturdays later at 11:59 p.m. There are 26 pay periods per year.

For employees who are hired on October 1, 1999, or after Annual leave for regular, full-time employees with a work week of 40 hours per week shall be earned in accordance with the following table:

Years of Continuous Service	Hours of Leave Earned During Each Calendar Month
1 through 5 years	4 hours per bi-weekly pay period (13 working days per year)
6 through 15 years	5 hours per bi-weekly pay period (16 1/4 working days per year)
16 through termination of employment	6 hours per bi-weekly pay period (19 1/2 working days per year)

Monroe County currently has a bi-weekly pay period system commencing at 12:00 a.m. Sunday, ending two Saturdays later at 11:59 p.m. There are 26 pay periods per year.

Annual leave for employees working less than 40 hours per week, but more than 20 hours per week will be prorated according to the hours worked. When there has been a break in employment of 48 hours or more, the employee, upon reinstatement or re-employment, will begin earning annual leave as a new employee.

Employees who are on leave without pay status for more than 8 hours during a pay period will not accrue annual leave for that pay period.

C.

1. Annual leave may be used on a payday-to-payday basis as it is earned according to scheduling requirements and may be accumulated up to 40 working days. Any time earned in excess of this amount will be handled in accordance with the Monroe County Personnel Policies and Procedures.

2. All annual leave must be approved in advance by the applicable Department Head and/or the County Administrator depending on the position held by the requesting employee. The employee shall fill out his Leave Request Form and submit it to the Department Head, who has the right to deny an employee's request for annual leave, if granting such leave at that time would be detrimental to County operations. Upon such denial, the employee may request the leave at another time.

The Department Head is responsible for verifying that the employee does have sufficient accrued leave to cover the period of absence, and should return the leave request to the employee indicating approval or denial, within seven (7) days of receipt of the request, unless a valid reason is given to the employee for the delay.

D. ANNUAL LEAVE PAY UPON SEPARATION

Payment of annual leave shall be based on the employee's regular rate of pay and terms of separation.

E. RESTRICTIONS

Annual leave may be used for any purpose; however, it is a privilege incident to County service and is not a right, and may only be used by the employee if taken prior to termination for cause or in accordance with these policies, with the following restrictions:

1. Annual leave may not be taken until accrued in accordance with these rules.

2. Employees will not accrue annual leave during a leave of absence without pay, a suspension or when the employee is otherwise in a non-paid status.

3. Article 25.2 -Resignations.

4. Employees who leave the County service without proper notice or who are terminated for just cause may be denied payment of accrued annual leave.

5. An employee who leaves the County and wishes to receive payment for annual leave must sign a waiver and general release of any and all claims against the County and its official, managers, supervisors, employees and insurers to receive payment of annual leave.

ARTICLE 31

UNIFORMS, TOOLS AND EQUIPMENT

31.1 For employees required to wear a uniform, the County will furnish two sets of shirts and pants for each day the employee is regularly scheduled to work in a workweek, plus one additional uniform, i.e., five-day employees will have 11 sets and four-day employees will have 9 sets, and all on-call employees shall receive an additional 2 sets, not to exceed 15 sets. Bargaining unit employees shall be given their choice of long or short pants, except for those positions for which the County makes the determination that long pants are required. The determination to require long pants will not be arbitrarily made. Such

uniforms are not to be worn except while employees are on the job and while traveling to and from the job.

31.2 Tools and equipment that are normally supplied by the County will be used properly and carefully by employees who require them in their work. It is the responsibility of the employee to use and secure such tools and equipment in such a manner as to minimize the potential for loss or theft.

31.3 Tools and equipment provided by the County will be replaced by the County if they are stolen or broken during normal use and provided proper care and prescribed security measures have been followed and loss or breakage is not due to the employee's negligence or abuse. Loss or breakage due to employee's negligence or abuse subject to discipline

ARTICLE 32

REMUNERATION

32.1 Monroe County has established a program to recognize County employees who have been in the County Service for Five, Ten, Fifteen, Twenty, Twenty-five and Thirty years.

At the employee's anniversary date, or as soon thereafter as is feasible, the Department must cause a letter to be placed in the employee's personnel file noting the years of service and must deliver the following, in a lump sum payment, to the employee:
a – For 5 years of service, a decorative pin and a $100.00 award;
b – For 10 years of service, a decorative pin and a $175.00 award and recognition at the BOCC meeting;
c – For 15 years of service, a decorative pin and a $200.00 award and recognition at the BOCC meeting;
d – For 20 years of service, a decorative pin and a $350.00 award and recognition at the BOCC meeting;
e – For 25 years of service, a decorative pin and a $500.00 award and recognition at the BOCC meeting;
ef – For 30 years of service, a decorative pin and a $1,000.00 award and recognition at the BOCC meeting;

32. 2 If, during the term of this agreement, the County non-union employees receive across-the-board cost of living allowances and/or merit increases, then all eligible employees within this bargaining unit covered by this collective bargaining agreement will immediately receive the same increase without the need for further bargaining.

32.3 Fleet Mechanic's Incentive Pay

A. The Fleet Mechanics' incentive pay program is designed and based on Automotive Service Excellence (ASE) testing and certification criteria.

B. All fleet mechanics shall obtain prior approval to sit for any ASE exam and complete an Educational Assistance form in accordance with section 2.11 of the Monroe County Personnel Policies and Procedures Manual ("Manual"). Any certifications must be for training that will enhance the ability of the employee to perform in his or her job, not for training that is merely necessary in order to meet the basic job requirements.

C. Upon successful completion of pre-approved education and testing for certification and recertification, the mechanics shall be eligible for reimbursement of tuition and training materials. The mechanics must present written certification of successful course completion and paid receipts for testing and training materials to the Personnel Office. Requests for reimbursement must be made within sixty (60) days after notification of successful completion. All mechanics seeking reimbursement should do so according to section 2.11 of the Manual. All mechanics who receive reimbursement under this section must agree to remain with the County for one (1) year of employment after reimbursement. If the employee does not remain with the County for one (1) year following date of reimbursement, he/she will be responsible to reimburse the County in a pro rata amount at time of separation.

D. All newly hired fleet mechanics with active ASE certifications shall be hired at $200 per ASE certification per year above their base staring salary, with a maximum of 20 ASE certifications counted toward this increase in starting salary.

E. Employees who are currently employed and who have active ASE certifications are eligible to receive incremental pay for those certifications in existence as of the effective date of this collective bargaining agreement upon satisfactory proof of active certifications and approval by his/her supervisor. Employees with current active ASE certifications are also eligible for the Incentive Pay once the ASE certifications expire, provided they successfully complete pre-approved education and testing for certification or recertification in accordance with paragraph (C), above.

F. All fleet mechanics shall be allowed to progress at their own pace and shall be awarded a $200 per year increase in pay for each new ASE certification received. All annual ASE incentive pay shall be divided and shall be paid 1/26th per pay period.

G. All mechanics' promotional opportunities shall be handled in accordance with existing Monroe County promotional salary increase policies. An employee reclassified, transferred or hired through promotional opportunity of one pay grade level or higher shall receive the greater of the minimum salary of the pay range or a 5% salary increase, calculated on the base salary (not including certification.) A mechanic who received certifications prior to promotion will also continue to receive the incremental incentive pay after promotion, provided the certification remains active. Certifications earned after the promotion within that grade will earn additional increases. In no case shall the employee's starting salary after promotion be above the maximum pay range.

H. It is the responsibility of each employee to ensure that active certifications are brought to the attention of the Fleet Management Director. The mechanics are also solely responsible for obtaining any ASE certifications and/or recertifications in accordance with the procedures outlined. The Fleet Management Director will maintain accurate records of such certifications. In the event the certification lapses, the Fleet Management Director is responsible for completing the appropriate PAF to remove the incentive pay. Expired certifications will result in a permanent reduction of $200 per year per expired certification from the employee's pay.

ARTICLE 33

ENTIRE AGREEMENT

33.1 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. They, therefore, each voluntarily and unqualifiedly waive the right for the term of this Agreement to bargain collectively with respect to any matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement.

33.2 This Agreement represents the entire agreement between the parties and no other Agreements or practices are binding upon either party hereto with respect to wages, hours or working conditions of the employees covered hereby. The County shall not be obligated to continue any benefits or employee practices which it has given or engaged in prior to the execution of this Agreement unless such benefits or practices are specifically set forth in this Agreement, and past practices of the employer will not be considered in interpreting this Agreement.

33.3 The parties also agree that the County may unilaterally make changes in the terms and conditions not covered in this Agreement without having to bargain over any such decision or its effects. This Agreement expressly permits the County's right to make such changes.

ARTICLE 34

PRINTING AGREEMENT

34.1 This Agreement shall be printed within a reasonable time by the County. The County shall provide three originals of the contract to the Union.

ARTICLE 35

SAVINGS CLAUSE

If any article, section, or provision of this Agreement should be found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. If such action occurs, the County and

the Union shall meet within thirty days for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 36

DURATION OF CONTRACT

36.1 After ratification by the parties, this Agreement shall be effective as of October 1, 2017, and shall remain in force and effect until midnight, September 30, 2020.

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

By _____
Chairman/Mayor George Neugent

Date: September 27, 2017

(SEAL)
Attest: KEVIN MADOK, CLERK
By: _____
Deputy Clerk

By: _____
Acting County Administrator
~~County Administrator~~
Roman Gastesi

Date: 10/10/2017

By: _____
~~Clerk~~

Date: _____

TEAMSTERS LOCAL NO.769

By _____
Officer/Business Representative

Date: 8/22/17

AGREED TO BY:

By: _____
Print Name: Keith Black
Steward 8/15/17

Date: _____

By: _____
Print Name: Kevin Cuomo
Steward

Date: 8/17/17

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 8-25-2017

FILED FOR RECORD
2017 OCT -9 PM 11:45
CLK. CIR. CT.
MONROE COUNTY, FLA

Attachment A

BULLETIN BOARD LOCATIONS

PUBLIC WORKS (MM 5) DETENTION FACILITY 5501 COLLEGE RD KEY WEST, FL. 33040	STOP #9
AIRPORTS KEY WEST 3491 SOUTH ROOSEVELT BLV. KEY WEST, FL. 33040	STOP #5
COURTHOUSE MM 0 500 WHITEHEAD STREET KEY WEST, FL. 33040	STOP #8
FACILITIES MAINTENANCE/ ROADS AND BRIDGES (by Airport) KEY WEST 3583 SOUTH ROOSEVELT BLV. KEY WEST, FL. 33040	STOP #4
TRANSFER STATION CUDJOE MM 21 1/2 BLIMP ROAD CUDJOE KEY, FL. 33042	STOP #10
PUBLIC WORKS MARATHON MM 49 10600 AVIATION BLV. MARATHON FL. 33050	STOP #16
PUBLIC WORKS 300 MAGNOLIA ST. KEY LARGO, FL 33037	STOP #31
TRANSFER STATION KEY LARGO MM 107 11180 COUNTY ROAD 905 N. KEY LARGO, FL. 33037	STOP #24
AIRPORT MARATHON MM 49 9400 OVERSEAS HWY MARATHON, FL. 33050	STOP #15
TRANSFER STATION LONG KEY MM68 LONG KEY, FL. 33001	STOP #17
MURRAY NELSON CENTER 102050 OVERSEAS HWY MM 102 KEY LARGO, FL. 33037	STOP #26

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

TEAMSTERS LOCAL UNION NO. 769 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Petitioner, v. MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, Respondent.	Case Nos. RC-93-063 RC-93-064 RC-93-065 VERIFICATION OF ELECTION RESULTS AND CERTIFICATION OF EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATION

Stanton R. Orr, Miami, attorney for petitioner.

John D. Gronda and Donna M. DiChiara, Miami, attorneys for respondent.

A secret ballot election was conducted March 22, 1994, in the following unit:

INCLUDED: All full-time and regular part-time employees employed by the Monroe County Board of County Commissioners in the following classifications: airport maintenance technician, airport rescue firefighter, airport security guard supervisor, animal control officer, animal tender, bridge tender, bridge tender lead worker, building maintenance technician, carpenter, carpenter foreman, communications assistant, communications technician, crew chief, custodian, custodian foreman, dispatcher, electrical/electronic technician, electrical maintenance technician, electrician, electrician foreman, EMS support services manager, EMT/Driver, equipment operator, equipment operator - roads and bridges, equipment operator/maintenance, heavy equipment operator, maintenance mechanic - facilities maintenance, maintenance mechanic - roads, maintenance/-toll collector, maintenance worker I - facilities, maintenance worker I - roads, maintenance worker II, mason, master plumber, mechanic I - fleet

1050

management, mechanic III - fleet management, mechanic II - environmental management, mechanic III - environmental management, operator, paint and body mechanic I, paint and body mechanic III, painter, painter foreman, paramedic, park attendant, plumber, plumber foreman, resident park attendant, road striper, roofer, security guard - airport, security guard - correctional facility, security guard - correctional foreman, senior communications technician, services manager - fleet management, services technician, shift captain/airport rescue, survey party chief, toll collector, traffic sign coordinator, transportation driver, truck driver, and weighmaster.

EXCLUDED: All temporary employees, grant employees, supervisors, and all other employees of the Monroe County Board of County Commissioners.

The election results are as follows:

1.	Approximate number of eligible voters	199
2.	Void ballots	1
3.	Votes cast for Petitioner	129
4.	Votes cast against participating organization	52
5.	Valid votes counted	181
6.	Challenged ballots	7
7.	Valid votes counted plus challenged ballots	188
8.	Challenges are not sufficient to affect the results of the election.	

The Commission VERIFIES the results of the election conducted March 22, 1994. Petitioner (OR-86-047) received a majority of the valid votes plus challenged ballots.

Pursuant to Section 447.307(3)(b), Florida Statutes, the Commission CERTIFIES the Petitioner as the exclusive bargaining representative for employees in the unit described above. Certification number 1050 is issued to the Petitioner.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within thirty days from the date of this order. Except in cases of indigency, the court will

RC-93-063
RC-93-064
RC-93-065

require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes, and the Florida Rules of Appellate Procedure.

Alternatively, a motion for reconsideration may be filed. The motion must be received by the Commission within fifteen days from the date of this order. The motion shall state the particular points of fact or law allegedly overlooked or misapprehended by the Commission, and shall not reargue the merits of the order. For further explanation, refer to Florida Administrative Code Rule 38D-15.005.

It is so ordered.
HORNE, Chairman, SLOAN and ANTHONY, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on April 7, 1994.

BY: Glenda G. Eubanks
Clerk

/slm

GRIEVANCE FORM

Attachment C

TEAMSTERS LOCAL UNION NO. 769

8000 S. Orange Ave. Suite 107
Orlando, Florida 32809

3400 43rd Ave. Suite 3
Vero Beach, Florida 32960-1808

12365 West Dixie Hwy.
North Miami, Florida 33161-5428

Grievant's' Name: _____ Job Title: _____

Complete Address: _____

Shift: _____ Work Phone: _____ Home Phone: _____

Cell Phone: _____ Email Address: _____

Employer: _____ Employer Supervisor/Manager: _____

1. **Grievant's Statement of Grievance:**
   (Describe in detail the action giving rise to the complaint. Specify names, dates, classification, place and site of violation, time, etc....)

_____

_____

_____

_____

_____

_____

_____

2. **Specify the Article(s) of the Agreement which is/are violated:**

_____ **,and any other pertinent Articles**

3. **What is the remedy and/or relief sought?**

_____

_____

I hereby authorize the Teamsters Local Union No. 769 to act for me in the disposition and settling of this grievance.

Date: _____ Grievant's Signature: _____

Date: _____ Steward Signature: _____

Decision & Appeal of Grievance

Decision of Employee Manager: _____

_____

_____

_____

_____

_____

_____

Date of Decision: _____ Employer Signature: _____ Title: _____

Signature of Union Steward: _____ Date: _____

Grievance Settled: Yes _____ **No:** _____

_____

_____

Case Appealed to: _____ Date: _____

Case Appealed by: _____ Title: _____ Date: _____

Decision of Appeal: _____

_____

_____

_____

_____

_____

_____

Signature of Deciding Employer Officer: _____ Title: _____

Date of First Appeal Decision: _____ Phone Number of Deciding Employer: _____

Signature of Union Representative: _____ Title: _____ Date: _____

Grievance Settled: Yes _____ **No** _____

_____

_____

Case Filed for Arbitration: Yes _____ No _____

By: _____ Title: _____