

TENTATIVELY APPROVED 9/9/2020

Teamsters

Pasco County

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA**

**AND**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL UNION NO. 79**

**~~DATE OF RATIFICATION~~ 10/1/2020 TO 9/30/2020 2023**

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PREAMBLE

This agreement is entered into by Pasco County, a Political Subdivision of the State of Florida, ~~8731 Citizens Drive, Suite 330~~7536 State Street, New Port Richey, Florida 34654- 5598 (hereinafter referred to as the "County" or the "Employer") and Teamsters Local Union 79, 5818 E. Martin Luther King, Jr. Blvd., Tampa, Florida 33619 (hereinafter referred to as the "Union").

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ARTICLE 1 AGREEMENT POSTING

This Agreement shall be posted on the County Website ([www.pascocountyfl.net](http://www.pascocountyfl.net)) within thirty (30) days of ratification.



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ARTICLE 2 BARGAINING UNIT WORK

- A. The County may temporarily assign tasks to a bargaining unit employee not specifically listed in an employee's job description provided employee safety is not compromised and the tasks do not require specialized training or certification.
- B. A non-bargaining unit County employee or contractor may temporarily perform tasks normally assigned to a bargaining unit employee when, by way of example and not limitation: there is a work backload or delay; to reduce or avoid overtime; there is a temporary reduction of the workforce; there is an emergency situation; for the purpose of instruction and/or training; when the County EOC is activated.
- C. All factors being equal, management will make an effort to assign job locations as close to the employee's residence as possible.
- D. When an employee is required to work in substitution of another employee, only the employee who is actually working will be treated as in paid status. In no case will two employees be paid for the same work when only one employee actually works

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ARTICLE 3 CALL OUT PAY

A. In cases where off-duty employees are called out to assist in an emergency, on non-holidays, they shall receive a minimum of two hours pay for each emergency call-out and will be compensated at the rate of time and one-half for time worked on a portal-to-portal basis.

~~C.B.~~ If the employee is called back on a holiday ~~or while on authorized paid leave, he they~~ shall ~~be paid in accordance with the rule shown above and~~ receive ~~the equivalent hours off to replace the double-time pay for all actual~~ hours worked on the holiday ~~or leave pay on a straight time basis, at that fall outside~~ the employee's ~~option~~ regular scheduled shift, with a minimum of two (2) hours on a portal to portal basis, in addition to the their earned holiday pay in accordance with Article 16 F.

~~D.C.~~ Any employee required to continue working after completion of their regular scheduled shift shall be ineligible for call-out pay but may be eligible for compensation at the overtime rate of pay.

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ARTICLE 4 COLLATERAL DOCUMENTS

- A. The non-monetary provisions of the Career Service Manual<sup>1</sup> are applicable to all bargaining unit employees except to the extent that a particular subject matter is addressed herein, in which case the provisions of this Agreement shall prevail over the Career Service Manual. When a particular subject matter is addressed in this Agreement, the provisions from the Career Service Manual regarding the same subject shall have no application.
  
- B. Should the County amend the Career Service Manual that affects wages, hours, terms and conditions of employment, it shall provide a copy of any such amendment to the Union no less than 30 days prior to the implementation of the amendment or modification. If the Union requests bargaining, implementation of the amendment as to bargaining unit employees will be delayed until the conclusion of the bargaining process and the amendment conformed to the outcome of bargaining.
  
- C. Emergency Management policies, rules and declarations may vary from time to time depending on the nature, intensity, and timing of a storm, fire event, or other natural or man-made disaster. Policies, rules and regulations related to emergency operations may not apply to all members of the bargaining unit equal but may vary depending on the job duties of the bargaining unit positions.

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<sup>1</sup> The title “Career Service Manual” may be changed at the discretion of the County.

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ARTICLE 5 COMPENSATORY TIME

Accumulating extra work time from one pay period to another, commonly called compensatory time, will not be permitted.

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ARTICLE 6 CONTRACT NEGOTIATIONS

- A. Up to six (6) employees designated by the Union shall be granted excused leave and paid, at the discretion of the Union, from the Union Leave Account. If Union Leave Account use is not approved by the Union, the time off will be unpaid.
- B. Negotiation sessions will be scheduled at times mutually agreed to by the County and Union.
- C. A request for leave to attend a bargaining session must be submitted by the employee to the employee's supervisor and to the Human Resources Department at least seven (7) working days prior to the date of the bargaining session the employee wants to attend. Leave must be approved by the employee's supervisor. A supervisor will not deny leave unless the absence of the employee will create an operational burden. Leave may be taken in half-day increments. For bargaining sessions that start before noon and end after noon, two half-day increments must be taken.
- D. The Union shall notify the Human Resources Director at the beginning of bargaining each session which of those employees are authorized to be paid from the Union Leave Account. Union bargaining team members who attend a bargaining session without complying with the foregoing requirements will be treated as absent without leave from work and Union Pool time may not be used to supplement loss of pay. In the event that the total number of hours requested exceeds the number of hours available in the Union Leave Account, the leave taken to attend bargaining shall be without pay.

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ARTICLE 7 COURT LEAVE

- A. All regular full time employees summoned or subpoenaed to attend court as a witness for reasons connected with their official capacity as a County employee or for jury duty during their normal work day shall receive full pay equal to their normal work schedule for the hours they attend court. This time shall be considered leave with pay.
- B. Employees attending court as a witness for reasons not connected with their official capacity as a County employee, or employees who become plaintiffs or defendants in personal litigation, are not eligible for court leave. Time used will be charged to earned annual leave, administrative leave, if eligible, or leave without pay.
- C. Employees required to attend court in an official County capacity while on approved annual leave will be permitted to take additional leave with pay for that court time.
- D. Employees who attend court for only a portion of a regularly scheduled workday must return to work and complete the remainder of their regularly scheduled hours when excused or released by the court.
- E. Employees required to attend court on their day off for County-related items will be entitled to extra time off at the rate of time and one-half or overtime pay at the rate of time and one-half, at the department director's discretion. Employees required to attend court on their day off for non-County-related items will not be entitled to extra time off.
- F. All pay or fees received from the court for jury duty, County-related appearances, or non-County-related appearances shall be retained by the employee.

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ARTICLE 8 DEMOTION

A. An employee can be demoted when:

- (1) The employee's position is being reclassified.
- (2) The County determines there is insufficient work to justify the position.
- (3) There is a lack of funds for the position.
- (4) Another employee who held the position and who was on approved leave returns to work.
- (5) Another employee is returned to the position following successful disciplinary appeal or judicial order.
- (6) The employee does not possess or maintain the necessary qualifications to render satisfactory service in the position the employee holds.
- (7) The employee has not successfully completed probation following promotion.
- (8) The employee voluntarily requests a demotion.
- (9) The demotion is disciplinary in nature.

B. Effect of Demotion on Pay

C. The pay of an employee demoted to a classification having a lower pay grade than their present classification shall be based upon the following guidelines:

- (1) Demotion will not result in a pay increase. Employees demoted to a lower classification will suffer a minimum of a five percent reduction in pay rate. The pay rate will be determined by the hiring department director with the approval of the Human Resources Director.
- (2) Pay will not exceed the maximum rate of the pay grade designated for the lower position.
- (3) Demotions will establish a new anniversary date.
- (4) An Employee demoted to a lower classification which the Employee held immediately prior to being upgraded will be placed in the grade and pay that they would have attained by remaining in the lower classification. An Employee demoted more than three grades to a position not previously held will suffer a minimum of a ten percent (10%) reduction in pay.

D. Effect of Demotion on Classification Date

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- E. An employee who is demoted to a classification they held immediately prior to being upgraded will have the date in classification adjusted to reflect the time served in that classification. All other demotions will establish a new classification date.
- F. Probationary Status Due to Demotion
- G. An employee who does not successfully pass probation and who is demoted to a classification they held immediately prior to being demoted will not have to serve any probationary period unless the previous classification was a probationary classification. In that case, the demoted employee would be required to complete the probationary period.
- H. An employee who is demoted to a classification not previously held shall be required to serve a three-month probationary period. If, during this probationary period, the employee is found to be unqualified for the position, the employee may be dismissed in accordance with established procedures.
- I. Voluntary Demotion
- J. Any employee accepting a voluntary demotion shall be provided the terms of such demotion in writing, which must be signed by both the Human Resources Director and the affected employee prior to becoming effective. This provision does not apply to employees who apply via NeoGov.



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## ARTICLE 9 DISCIPLINE FOR JUST CAUSE

The County may suspend, demote, discharge, or take other disciplinary action against employees for violation of just cause.

- A. The general principles of “progressive discipline” will be applied by the County, however, progressive discipline has no application to discipline concerning: sexual harassment; discriminatory conduct; the use, possession or sale of drugs or alcohol during work hours; safety violation; fighting; or criminal activity.
- B. Discipline is presumed proper (i.e. that just cause is established) when the employee has violated a County or Departmental rule, regulation, order or performance standard or when the Employee has engaged in unethical or illegal activities. When appealing discipline, the burden of proof is on the employee to establish that the discipline was without just cause.
- C. An employee charged with a felony who is found guilty, pleads no contest, or who enters into a plea arrangement to a felony shall be terminated from employment and the termination is not subject to appeal. An employee charged with a misdemeanor who is found guilty, or who enters into a plea arrangement when the County or a County co-worker is the victim shall be terminated from employment and the termination is not subject to appeal.
- D. Neither counseling nor instruction (verbal or written) is discipline but counseling or instruction can be used to establish that an Employee has knowledge that the Employee’s conduct that gave rise to the counseling or instruction is not proper.
- E. Written reprimands and warning letters may not be appealed but the Employee or the Union on the Employee’s behalf may submit a written response to the Human Resources Director provided the response is submitted within ten (10) days of the written reprimand or warning letter. No specific form is required. If a written response is submitted by the Employee, it shall be attached to the written reprimand or warning letter and placed in the Employee’s personnel file after acknowledgement by the employee’s department or division head.
- F. All prior discipline received by an Employee shall be considered when a new discipline is contemplated, but not all prior discipline shall be given the same weight. By way of example: the older a discipline, the less its weight. A pattern of discipline over a short period of time has greater weight than sporadic discipline spread over an extended period of time. Unless related to substance abuse (alcohol or drugs), safety violations, criminal activity, at fault workplace accidents, or any type of workplace violence, written reprimands older than ~~five~~three (3) years and suspensions older than ~~7~~five (5) years shall have no weight when considering progressive discipline but may still be used to establish

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that an employee received notice that the act or omission which gave rise to the reprimand can result in discipline. All disciplines related to substance abuse or violence in the workplace shall count towards progressive discipline regardless of age.

- G. All discipline shall be in writing and shall be provided to the Employee and shall be placed in the Employee's personnel file.
- H. A written notification shall be submitted to a regular employee who has been dismissed, suspended, or demoted notifying him of the right to appeal the action to the County's Personnel Board.
- I. Probationary employees are at will employees and have no right to appeal discipline or non-disciplinary termination.

#### Appeals to the Personnel Board

- J. The Personnel Board shall hear appeals in cases involving disciplinary actions of permanent employees who have satisfactorily completed their probationary period..
- K. The appeal by the employee shall be made within ten calendar days after delivery or mailing to him of the written notice, by filing a written request for a hearing to the Personnel Board in the Human Resources Department.
- L. The Personnel Board shall set a time and a place for a hearing to be held at the earliest practical date, within 30 days after the receipt of the appeal. The Board shall notify its members, the employee, the department/division head, the County Attorney's Office, and the Human Resources Director of the time and place scheduled for the hearing.
- M. Hearings before the Personnel Board shall be conducted informally in accordance with the procedures established by the Board and shall not be bound by formal rules of evidence.
- N. The Personnel Board shall have the power to administer oaths, call witnesses, and may compel the presentation of books, records, and papers pertinent to any investigation or hearing authorized under these Rules and Regulations.
- O. The Personnel Board shall transmit its findings and advisory opinion to the County Administrator within three working days of the completion of the hearing.

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ARTICLE 10 DRUG-FREE WORKPLACE

- A. The County may, at its discretion, require an employee to submit to a post-accident drug test, a random drug test, or a drug test associated with suspected sick leave abuse or a determination of fitness for duty. In all cases of an order to submit to a drug test, the “Obey First-Grieve Later” rule will apply.
- B. The sale or solicitation of a drug on or in County property constitutes just cause for termination of employment without regard to any mitigating circumstances.
- C. For purposes of this Article, “drug” means: alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.
- D. The procedures for specimen collection and testing for drugs as set forth in Florida’s Drug-Free Workplace Act will be used in all cases of drug testing.

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ARTICLE 11 DURATION

- A. This agreement shall take effect on ratification by both parties or, if implemented following impasse, as provided for by s. 447.403 Florida Statutes and ends September 30, ~~2020~~ 2023.
- B. Bargaining for a successor agreement will begin on or around June 1, ~~2020~~2023.
- ~~D. The parties will reopen negotiations for wages for fiscal year 2019-2020 in July of 2019.~~

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ARTICLE 12 EMPLOYEE INFORMATION

The County agrees to inform the Union of the name, position and date of hire of all Bargaining Union employees. The information will be provided within two business days following a written request from the Union, but not more than once quarterly.

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ARTICLE 13 EMPLOYEE PERFORMANCE EVALUATIONS

- A. Performance Evaluations will be completed annually on all employees. The criteria used by the County to measure employee performance are a managerial prerogative.
- B. The employee's evaluation period will be on a fiscal year basis. Employees shall be given a copy of their Performance Evaluation form and shall be entitled to discuss it with their supervisor in accordance with established procedures.
- C. Performance evaluations may not be grieved or appealed but:
  - a. If an employee asserts that his or her evaluation score was influenced by discriminatory bias on the part of an evaluator, the employee may request review by the Human Resources Director. The employee may be accompanied by a Union Business Agent. The Human Resources Director's disposition of evaluation will be the County's final administrative review step.
  - b. In all cases, the employee may submit a written rebuttal or supplemental statement and that document will be appended to the evaluation and placed in the employee's personnel file.
- D. Performance evaluation may result in a wage increase as provided in Article 41.

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ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance shall be defined as an alleged violation or dispute over the interpretation or application of any specific provision(s) of this Agreement except Article 24. A grievance which is based on a past practice that has not been specifically added to this Agreement is not a grievance and the County is not required to process the grievance.
- B. The term working days shall refer to days Monday through Friday, excluding County Commission designated holidays.
- C. A Member of the bargaining unit, Union Steward on behalf of a bargaining unit member or the Local Union on behalf of a bargaining unit member, may file grievances under this Article. Class grievances are permitted but subject to the following:
- a. The Union must identify each and every employee member of the affected class.
  - b. If a class grievance is sustained, the remedy sought will only be provided to employees timely identified at Step One and employees not identified at Step One are not entitled to any remedy (relief).
- D. The County, in its sole discretion, may consolidate individual grievances at any step of the grievance process, including arbitration, when the County finds the same general allegations are made and the remedy (relief sought) is common.
- E. If the grievant does not adhere to the grievance procedure time limits set forth below, the grievance shall be ~~deemed to have been abandoned and considered~~ untimely and therefore concluded.
- F. If the County does not respond to the grievance within the grievance procedure time limits set forth below, the grievance may be advanced to the next step subject to the time limits provided herein which shall be calculated from the last day for the County's response.
- G. Grievance procedure time limits may only be extended by mutual written agreement. In the event of a timeliness dispute, the only proof of an agreement to extension is a written agreement.
- H. Any grievance presented under this Article shall be in writing on a standardized grievance form approved by the County and shall contain the name and address of the grievant, the nature of the grievance, the acts giving rise to the grievance and specific provisions of this Agreement allegedly violated, and the remedy requested.

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- I. Grievance meetings conducted under this Article shall be held at times mutually agreeable to the County and the Union and as much as practicable shall be held during scheduled work hours. The grievant and any other employee(s) whom the County and the Union mutually agree are necessary to the resolution of the grievance shall suffer no loss of pay for scheduled work hours lost while attending grievance meetings; otherwise, the parties shall be responsible for the compensation of their representatives attending the meeting.
- J. When the Union refuses to process a grievance for an employee because of the employee's non-membership in the Union, the employee shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the employee shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations of the Union under this Article and any other Article that may apply to his/her grievance.
- K. Recognizing that grievances should be resolved with as expeditiously as possible, grievances shall be processed as follows:

**STEP 1            GRIEVANCE AND MEETING**

A grievance shall be filed in writing with the Department Director and copied to the Human Resources Director within ten (10) working days of the occurrence, act or omission that gives rise to the grievance. Grievances over compensation or any monetary benefit reflected on an employee's pay stub or pay summary must be brought no later than five (5) days following the issuance of the second paycheck reflecting the alleged error in compensation or error.

Within ten (10) working days after receipt of the written grievance, the Assistant County Administrator or designee and the Human Resources Director shall hold a meeting with the grievant, and a Union Steward (or employee if the employee is not represented by the Union). The Assistant County Administrator or designee shall issue a written response to the grievant within ten (10) workdays of the meeting. The Step 1 response shall contain the reason(s) for the decision and shall be delivered by hand delivery, or by U.S. certified mail, with a copy forwarded to the Union Steward and the Local Union Representative.

**STEP 2            GRIEVANCE HEARING**

If the Local Union or the unrepresented employee is not satisfied with the Step 1 disposition by the Assistant County Administrator or designee, the Union or unrepresented employee may file the grievance with the County Administrator or designee provided it is filed within twenty (20) working days after receipt of the Step 1 response.



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Within ten (10) working days after receipt of the grievance, the County Administrator (or designee) shall contact the Union's Business Agent to set up a meeting with the Union and the grievant to discuss the grievance. On or before the meeting the Union must file all documents the Union relies on as supporting the grievance. Documents not timely submitted may not be offered in evidence or referred to at an arbitration hearing.

The County Administrator or designee shall issue a written response within ten (10) working days of the meeting to the Union and the grievant. The County's response shall contain the reason(s) for the decision and shall be delivered by hand delivery, or by U.S. certified mail, with a copy forwarded to the Business Agent.

If the matter can be resolved at this step, no further action will be needed.

### STEP 3          ARBITRATION

If the grievance is not resolved at Step 2, the Union has the right to proceed to Arbitration as follows:

Within thirty (30) working days of the Step 2 response, the Union can initiate arbitration only by submitting a written request for a seven (7) person panel "Metropolitan" list from the Federal Mediation and Conciliation Service (FMCS).

Once the list of seven (7) arbitrators is received by the County and the Union, the parties will alternately strike panel members until only one member remains. The sole remaining panel member shall arbitrate the grievance.

When arbitrability is raised by the County with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself. The determination of arbitrability will be resolved by submission of written briefs supported by affidavit. If the arbitrator determines a matter is arbitrable, the arbitration shall proceed but the ruling on arbitrability is not final until incorporated in the arbitrator's final ruling in the arbitration.

The County is entitled to conduct discovery by service of interrogatories, including but not limited to interrogatories to determine the identity of any witnesses the Union intends to have testify and the substance of such testimony. The Union shall file answers to interrogatories not less than twenty (20) days following service on the President or Business Agent of the Union. The Arbitrator shall have authority to make such orders and/or sanctions as deemed necessary to compel the Union's response to the interrogatories.

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The arbitrator's decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue(s) presented by the parties and the decision must be based solely on interpretation of the meaning of the express relevant language of the Agreement.

All fees and expenses of arbitration, including the arbitrator, court reporter, and transcripts, shall be divided equally between the Union and the County; however, each Party shall fully bear the expense of preparing and presenting its own case, including the cost of lay or expert witnesses and other people it requires to attend the arbitration.

Arbitration hearings shall be conducted in a County designated meeting room in New Port Richey, Florida, or such other location in Pasco County as agreed to by the County and Union. The Union will pay all facility costs if a location requested by the Union other than a County facility is agreed to.

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ARTICLE 15 HEALTH INSURANCE

The County maintains a health insurance plan for all County employees. The County-wide plan is subject to annual review and modification by the County. Co-pay, deductible and benefit levels can vary and are not guaranteed. Bargaining unit employees shall participate in the County plan under the same terms and conditions as other County employees. Relief employees are not eligible for participation in the County's health insurance plan.

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## ARTICLE 16 HOLIDAYS

- A. The holidays designated each year by the Pasco County Board of County Commissioners shall be observed as official paid holidays for all members of the bargaining unit, except those on leave of absences without pay, those on suspension, those receiving workers' compensation pay (excluding employees working light duty) , or those receiving disability pay.
- B. All regular full-time employees who normally work an eight (8) hour or ten (10) hour workday shall receive eight (8) or ten (10) hours, respectively, off with pay for each observed holiday.
- C. All regular part-time employees will be entitled to holiday pay in proportion to the number of budgeted hours per week. For example, an employee whose "normal work hours are 20 hours per week would receive 4 hours of holiday pay.
- D. Relief, Seasonal and Temporary employees will not be entitled to holiday pay regardless of the number of hours worked.
- E. In order to receive pay for an observed holiday, an employee must not have been absent without pay and/or absent without approved leave either on the work day before, after, or during the holiday, unless otherwise approved by the Department Director and Director of Human Resources. If an employee calls in sick on the holiday, the employee will be charged the equivalent hours of sick time and will not be paid for the holiday.
- F. Holiday Work - All regular full-time and part-time non-exempt employees who are scheduled ~~or called in~~ to work on the designated holiday will receive their earned Holiday Pay as well as their regular rate at time and one half for those hours actually worked. In the case where an employee works on a holiday, either the holiday pay or the actual hours worked, whichever is greater, will apply towards the calculation of overtime, but not both. Employees who are ~~required~~ scheduled to work or called out to work on a designated holiday may, with the approval of their supervisor, take an alternative paid day off within the next thirty (30) calendar days unless the employee and supervisor agree on another date within the next six (6) months. An employee who opts to defer the holiday in this manner will be paid regular pay, not time and one half, for the actual County designated holiday.
- G. If an employee's regularly scheduled day off falls on the designated holiday, an alternative day off will be scheduled by the supervisor for the employee to be taken within thirty (30) calendar days unless the employee and supervisor agree on another date within the next six (6) months. Supervisors will attempt to schedule as many employees off on the Board designated holiday as possible. Scheduling of time off will be subject to approval of department manager. In the event that the Department Manager is not able to schedule the employee for

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a day off within the next (30) calendar days, the employee shall be compensated the holiday pay at either 8 or 10 hours depending upon their regular work schedule.

- H. Holiday on Leave Day - Employees that are off work due to vacation leave, medical leave, funeral leave, or short term military leave must use the holiday on the day it is granted; therefore, holidays occurring during such leave will be compensated as holiday time and not deducted as leave.
- I. In the event an employee is required to work both a Board designated holiday and the actual holiday (i.e. for a Saturday or Sunday holiday), only one of those days, but not both, shall be treated as a holiday.

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## ARTICLE 17 INACTIVE STATUS

- A. The intent of this subsection is to provide for the filling of critical vacancies in those cases where an employee is placed on leave without pay, workers' compensation, or suspension for a period exceeding 30 calendar days.
- B. Employees who are placed in one of the above categories may be removed from the active Payroll Register and be placed on inactive status. This would permit the filling of the vacated position, where necessary.
- C. The decision to place an employee on inactive status is a matter of administrative discretion. Each Assistant County Administrator/ department/division director must weigh each case on its individual merits and circumstances so as to determine likely length of absence and need for replacement of employee. Any decision to place an employee in the inactive status must have the approval of the County Administrator or designee.
- D. If the work of the absent employee cannot be accomplished by utilizing existing personnel within the department/division, a temporary or regular replacement may be hired. The determination of whether to hire a temporary or regular replacement is an administrative one to be determined on the availability of replacements. A temporary replacement may be hired with the stipulation that they shall be terminated upon the return of the regular employee.
- E. Placement of an employee on inactive status will not affect provisions elsewhere in the Career Service Manual regarding the employee's status on leave without pay, workers' compensation, or suspension.
- F. The maximum amount of time that an employee may be on inactive status is one year. At the end of one year, the employee will be removed from inactive status and terminated from the County. The employee may be paid for any accrued benefits, and their group life and health insurance benefits may be continued in line with the applicable State and Federal regulations.

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## ARTICLE 18 LAYOFF (REDUCTION IN FORCE)

- A. When a reduction in the County workforce occurs as described in Career Service Manual Rule B13.05, employees will be retained by application of the County's Retention Matrix, hereinafter set forth.
- B. The following criteria will be utilized in a Retention Matrix to ascertain the order in which employees will be laid off. Employees will be compared with other employees with the same job title in the same department. The Human Resources Department will compile the Matrix based on information in the employees' official personnel file.
- C. Employees who are laid off do not have bumping rights and may not displace another employee who is on the retention list.

D. The matrix is comprised of five criteria as follows:

1. County Seniority: Must be most recent continuous service, without any disciplinary actions or below expectations/needs improvement evaluations, as follows:

0 to 3 years	0 point
4 to 10	2 points
11 to 15	4 points
16 to 20	6 points
21 to 25	8 points
26 and up	10 points

2. Performance: Points will be awarded for satisfactory or above standards performance or deducted for below standards performance, based on each merit rating on the overall evaluation for the last five (5) merit evaluations. Points will be awarded per year as follows:

Exceeds	4 points
Meets	2 points
Needs improvement	minus 2 points
Unsatisfactory	minus 4 points

3. Disciplinary Action: Deductions will be based on disciplines for the past five (5) years, and must be in the Official Personnel File, -25 Point maximum, as follows:

Counseling	1 point
Reprimand	minus 1 point
One day Suspension	minus 2 points

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More than one day Suspension	minus 3 points
Involuntary Demotion	minus 4 points

There will be no stacking of discipline for a single violation. Example: if an employee receives a one day suspension and a demotion for the same violation, the maximum minus points is 4 (not 2 plus 4).

4. Additional Skills or Training: It is possible that an employee has an additional skill or certification of particular value to the County which is related to the department's goals and objectives. If applicable, the employee, through their department head should provide justification for review by the Human Resources Director of said specific skills or training. They may be awarded points if they contribute to mission success. If they are determined to qualify, a maximum of 5 points are possible, one point for each skill or two points for additional training, above the minimum qualifications of their job. Examples may include:

- A Building Inspector who also holds a plans examiner license. 2 Points.
- CPA, PE, MCSE certifications, etc. 2 Points each.
- An accredited degree above the minimum qualifications for the position. 2 Points.
- Considerable knowledge and proven application of construction principles, methods, and materials, as well as of unsafe building code enforcement, etc. 1 Point.
- Demonstrated proficiency in specific computer programs such as C++ HTML, Business Objects, etc. 1 Point each.

5. Veterans' Preference: In accordance with Florida Statutes, qualifying veterans are entitled to preference in retention; therefore, veterans will be given additional points. Eligible veterans will receive 1 point or disabled veterans receive 2 points, which will be added to their other points.



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ARTICLE 19 LEAVES OF ABSENCE

SECTION 1 ABSENCE WITHOUT LEAVE

- A. An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by specific grant of leave of absence under the provisions of these rules shall be deemed to be an absence without leave. Any such absences shall be without pay and may be subject to disciplinary action.
- B. Any employee who is absent for three consecutive workdays or one 24-hour shift without proper authorization shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant. A memorandum from the Assistant County Administrator/department/division director recommending implementation of this section is to be forwarded to the Human Resources Director for review and approval by the County Administrator or designee.

SECTION 2 PAID TIME OFF (“PTO”)

ELIGIBILITY FOR PTO

~~Effective January 1, 2018 or the first pay period following implementation of this Agreement, whichever occurs last, Regular full-time employees will convert from traditional sick and vacation time accruals and earn and~~ accrue PTO (paid time off).

~~Temporary and seasonal employees will not be eligible for PTO.~~

~~Part-time employees will be allowed to earn PTO in relation to the number of hours worked per week.~~

New employees who have not completed their initial six (6) month employment probationary period will earn and accrue Paid Time Off in accordance with this policy, but will not be eligible to use accumulated leave until their probationary period is satisfactorily completed, unless otherwise approved by the Human Resources Director or provisions within this policy. Employees who are granted permission to use PTO during their initial probationary period will have to repay any leave used if they fail to successfully complete their probationary period.

Promoted, demoted or transferred employees will retain all PTO privileges and accrued balances in prior position and/or department.

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Regular full-time employees will earn and accrue PTO immediately upon employment as follows:

	40 hours per week*	
Continuous Employment	Biweekly Accrual	Annual Amount
Date of Hire - End of 3rd Year	6.15	160
Start of 4th Year - End of 8th Year	7.38	192
Start of 9th Year - End of 15th Year	8.31	216
Start of 16th Year and forward	9.23	240

\*Leave accrual hourly factor will be applied only to regular work hours, not in excess of 40 hours per week for 40 hours-a-week employees and 56 hours per week for 56 hours-a-week employees. The hourly accrual factor be applied to earned overtime hours.

When employee has had a break in employment, Paid Time Off accrual will be handled as outlined in the Reinstatement Policy.

Paid Time Off will not be earned by an employee during an unpaid leave of absence or when an employee has been placed in a non-pay status,( i.e., suspension)

USE OF PTO HOURS

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. This type of program provides both employees and the County a flexible method of scheduling time off with pay. Because of this, PTO time may be used at the employee's discretion, provided that approvals are obtained for this leave as stated in this policy. Since PTO hours will replace traditional sick and vacation time, access is unrestricted provided the employee has been employed for 180 consecutive days and has supervisor approval. Employees may be granted up to two (2) days of PTO use after 90 days of employment for their own personal illness with the approval of their Department Director. Any additional PTO usage prior to six (6) months of employment will require approval by the Department Director and Director of Human Resources. PTO may be used for items including, but not limited to:

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- Vacation
- Sick Leave
  
- Absence for transaction of personal business which cannot be conducted during off-duty hours.
- Religious holidays other than those designated by the Board of County Commissioners.
- Supplement income for time loss due to work related personal illness, injury, or disability where statutory workers' compensation payments are being received. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular base rate.
- Maternity or paternity leave purposes.
- Supplement income for time loss due to disability not work related, where employee is receiving disability insurance benefits/payments. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular rate of pay.
- Absences from work not covered by other types of leave provisions established by the Board of County Commissioners' policies.

REQUEST FOR PAID TIME OFF

Requests for PTO leave should be submitted in writing on the "Leave Request Form" by employees to department manager, via the employee's direct supervisor for approval, at least one (1) week prior to requested leave when possible.

Departments may establish a departmental policy for operational needs which may be more restrictive or provide exceptions to the one (1) week requirement.

Paid Time Off requests will be granted at the sole discretion of the Department Director or designee; however, every effort will be made to accommodate employees. Employees are responsible for maintaining a sufficient balance of PTO to cover vacations, illness, etc. If an adequate balance of PTO is not available to cover the employee's requested time off, the employee's request for time off may be denied.

When PTO leave is being used for an employee's own personal illness, or the illness of a family member, employees shall notify their immediate supervisor or department manager as soon as the employee knows that they will be unable to work. Notice must be given no later than the first day of absence and preferably before the starting time for employee's scheduled shift. Employees failing to notify and report to the department within three (3) consecutive work days will be considered as having resigned (quit without notice) and employment will be terminated. Any absence not properly reported by employee, less than three (3) consecutive work days can be grounds for disciplinary action, in accordance with policy.

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A doctor's statement as proof of illness may be required by department manager if leave extends beyond three (3) consecutive work days or at any other time that a department manager has reason to believe that the employee is abusing Paid Time Off. A false claim of illness, injury, or disability will be cause for dismissal.

Paid Time Off may be used only as accrued, and will not be allowed in advance of leave being earned or accrued.

Paid Time Off will be charged at a minimum of one-half (1/2) hour increments.

ABUSE OF PAID TIME OFF LEAVE

Excessive unscheduled use of Paid Time Off will be grounds for disciplinary action. When an employee's absences are such that the County has reasonable grounds to believe that an abuse exists, the employee will be notified in writing, by their department manager, of the suspected abuse, and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the employee's department manager before such absence may be charged against the employee's accumulated PTO balance. Reasonable grounds of abuse include a pattern of numerous one-day absences throughout the year, particularly if leave is always taken on Mondays or Fridays; frequency of absences; low/zero accumulated PTO balance; and other patterns of abuse.

Further disciplinary action, up to and including termination, may be taken by the department manager when an employee's attendance continues to be unsatisfactory.

Abuses in leave will be included on the employee's annual performance evaluation.

CARRY-OVER AND CASH PAYMENT OF PAID TIME OFF

It is the intent of this policy that all employees take their Paid Time Off annually for the period in which it has been earned.

The maximum amount of Paid Time Off which can be carried forward from one (1) calendar year (ending December 31st of each year) to the next is as follows; however, no employee, regardless of length of service or number of scheduled hours may cash out more than 720 hours upon termination of employment. (This includes leave used during the last 30 days, or at any time, to prolong a retirement/termination date).

YEARS OF CONTINUOUS EMPLOYMENT	TOTAL HOURS
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	40 HR
Date of Hire to End of 3rd Year	300
Start of 4th Year to End of 6th Year	<del>480</del> <u>500</u>
Start of 7th Year to End of 9th Year	<del>560</del> <u>600</u>
Start of 10th Year to End of 15th Year	<del>680</del> <u>700</u>
Start of 16th Year and Over	720

An employee may request cash payment for portions of accrued PTO once annually from the County in accordance with the provisions of this policy.

Employees with a PTO balance over 200 hours will be eligible to receive reimbursement of accrued PTO over the 200 hours, up to 50 hours annually, at their rate of pay at the time of the cash-out. Compensation shall be contingent upon budgetary restrictions and may be terminated by the Board of County Commissioners through the budget process.

Prior to November 15th, each qualified employee must request reimbursement in writing on the PTO reimbursement form to the Human Resources Department for annual reimbursement. This form must be certified and approved by the Department Director. The Human Resources Department will provide further approval. Employees approved for reimbursement will receive the additional compensation the first full payroll in December.

PAYMENT OF UNUSED PAID TIME OFF

Employees who voluntarily resign or are separated from employment in good standing will receive payment for 75% of their accrued and unused Paid Time Off at the time of separation. Employees who are eligible for and retire from Pasco County will receive 100% of their accrued and unused Paid Time Off at the time of their retirement. (For employees in the DROP program, please see additional provisions listed in the DROP policy). Employees dismissed for misconduct will not receive the accrued time, unless specifically recommended by the department manager and approved by the Director of Human Resources.

Employees placed on layoff status will receive 100% pay for accrued Paid Time Off up to time of the layoff.

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New employees who have not completed their initial six (6) month probationary period will not be eligible for payment of leave, upon separation, and will have to pay back any PTO used during their initial six months out of their last paycheck in accordance with Federal law.

RIGHT TO CONTRIBUTE PAID TIME OFF HOURS

In the event that an employee's own illness or physical incapacity should continue beyond a point where his/her Paid Time Off has been exhausted, or short/long term disability does not apply, other employees may contribute accumulated PTO to said employee with the appropriate approvals.

Employee contributions must be done in multiples of at least (8) hours per employee. The donation of time must be completed on the appropriate donation of time form and approved by both the Department Director and the Human Resources Director or designee.

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Upon Initial Implementation of PTO time, employees shall retain their existing vacation time and must continue to use the hours pursuant to the previous policy until all vacation hours are exhausted. The provisions of the previous vacation leave policy are listed below in section C.

Employees will no longer accrue vacation leave due to the implementation of the PTO time; therefore, once the employee has exhausted their existing vacation balance, and a zero balance exists, it will no longer show as an available balance on the pay check stub.

- a. All existing employees currently carrying a vacation leave balance shall be able to retain their balance until the hours are utilized or cashed out upon separation pursuant to this policy.
- b. For the annual cash out of PTO hours, as well as determining the amount of hours to be carried over each year, the vacation leave balance and the PTO balance will be combined only for the purpose of determining the total number of hours available to be cashed out or carried over. Vacation hours will be utilized first for the purposes of cashing out, up to the maximum of 50 hours allowable by the policy.
- c. Employees taking time off will need to exhaust their current vacation balance prior to the use of any PTO time being used.

Employees shall retain their existing sick leave balances and may continue to use sick hours pursuant to the previous policy. The provisions of the previous policy related to sick leave are listed below in section D. Employees will no longer accrue sick leave due to the implementation of PTO time; therefore, once the employee has exhausted their current sick leave balance and a zero balance exists, it will no longer show as an available balance on the paycheck stub.

All existing employees currently carrying a sick leave balance shall be able to retain their balance until the hours are utilized or cashed out upon separation pursuant to this policy

All new employees will accrue only the newly created PTO hours.

For purposes of reference, the previous Annual (Vacation) Leave Policy is attached as Appendix One and previous Sick Leave Policy is attached as Appendix Two.

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## SECTION 3 DISASTER RELIEF LEAVE POOL

The Disaster Relief Leave Pool is a voluntary program designed to extend benefits to employees who experience a personal loss as a result of the disaster. It is not intended for annual leave purposes of the individual or family members or for disasters involving family members. The pool is funded through voluntary contributions by employees who wish to assist other employees who suffer a loss as identified above.

## Eligibility:

- (1) Participant must be a regular employee of Pasco County.

Procedure: Participants who suffer a loss to their personal primary residence may request leave from the Disaster Relief Leave Pool and must submit:

- (1) A written request giving the details of the situation; and,
- (2) Evidence or other documentation supporting the request that the employee requires additional leave time to tend to personal affairs.
- (3) An ad hoc committee consisting of five employees selected at random by the Human Resources Director or designee from different departments will be established within five working days of receipt of the request and shall examine, verify, and act upon the request.
- (4) Upon approval of a majority of the committee, an employee may receive up to 40 hours of continued full pay.
- (5) If for any reason the original request is denied by the committee, the employee has the right of appeal to the County Administrator or designee.

## SECTION 4 CONFERENCE AND EDUCATIONAL LEAVE

The County Administrator may grant conference leave with pay, together with the necessary travel expenses, in order that full time employees may attend conferences and schools designed to improve their efficiency, if considered to be in the best interest of the County. Time and expenses will be recommended by the department/division director subject to approval of the County Administrator or designee in accordance with established administrative procedures.

## SECTION 5 DONATION OF PTO

The PTO Donation policy is a voluntary program designed to allow employees to donate accrued annual or medical leave to another employee who is on Family and Medical Leave.



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Recipient: Employees who experience their own prolonged illness or non-work related injury and have used all of their accrued PTO may receive donations of annual or medical leave from other employees provided:

- (1) Recipient must be on approved Family and Medical Leave (FMLA) during the applicable time period.
- (2) The recipient must complete a Leave Donation Request form to allow information regarding their eligibility to be disseminated to all employees. They may keep their name confidential.
- (3) The recipient cannot be on worker's compensation while using donated leave.
- (4) The recipient will not accrue PTO leave while using donated leave.
- (5) At the discretion of the County, donated time may be afforded for the injury or illness of the employee's minor child.

Donor:

- (1) Donor must be a full-time or part-time employee.
- (2) They must have a minimum of 80 hours of accrued leave of the type donated on the books after the donation.
- (3) Donors may donate a minimum of one (1) hour at one hour increments and a maximum of 80 hours of PTO per calendar year to each eligible co-worker.
- (4) If the number of hours donated by all employees exceeds the number of hours a recipient needs or exceeds the maximum number of hours an employee may receive per rolling 12 month period, the hours donated will be used in the order in which donation forms are logged in by Human Resources; excess hours will be re-credited to the donating employee(s) in reverse order.
- (5) Once a donation is made it cannot be rescinded.
- (6) In order to donate hours, the donating employee must complete a Leave Donation Form and forward it to Human Resources for processing.

No employee shall threaten, coerce, discriminate against or attempt to coerce another employee for the purpose of interfering with participation involving the donation, receipt or use of leave under this policy. Any violation will be considered misconduct and subject to disciplinary action.

## SECTION 6 PASCO COUNTY EMERGENCY PAY POLICY

### Policy

It is the policy of Pasco County to set up special compensation provisions for employees who work during an "emergency." "Emergency" shall include, but not be limited to, natural disasters such as hurricanes, floods, storms, [pandemic](#), etc. It is also the policy of Pasco County to outline the responsibilities of its employees before, during, and after the existence of an emergency.

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All employees of Pasco County will be required to work before, during, or after an Emergency. All employees are required to call their Supervisor, Department Director, or the Emergency Operations Logistics supervisor at the Emergency Operations Center in order to receive instructions on where and when to report. Employees who fail to contact one of the above during an emergency will be subject to immediate disciplinary action up to and including termination.

**Procedure**

- A. All full time and part time employees will be required to be available to work either before, during or immediately after an emergency occurs. Exactly when and where an employee shall be required to work will be determined by their Supervisor, Department Director, their Assistant County Administrator, or the County Administrator or designee. All non-exempt employees who are required to work shall be paid their regular rate of pay for all hours worked unless those hours result in overtime, in which case payment will be at time and one half for all hours worked above 40 hours per week.
1. All employees will be required to complete an *Emergency Preparedness Form* between May 1 and May 31, each calendar year. This form will include information about special skills an employee possesses (i.e. CDL, forklift operator, etc.). Additionally employees will list what their anticipated plan is during an emergency for them and their immediate family. This form will also allow employees to request a waiver for certain medical or family related issues. In order for a waiver to be valid, the form with the waiver request must be turned in to Human Resources no later than May 31 of each year, and approved by the Human Resources Director.
  2. If an employee and their spouse both work for the County, they may both be required to work; however, the County shall allow them to work different shifts if requested. This also applies to employees whose spouse works for the Sheriff's Department or another first responding agency, as determined by Human Resources or Public Safety.
- B. In the case of any government closings that result from an emergency, all employees will be required to contact either their supervisor, Department Director, or call the Emergency Operations Center and speak to the Logistics supervisor in order to find out when and where they will be working. Employees should not assume that they are not required to work based solely on any media or news reports regarding closings. All employees, regardless of current position, will be expected to work at least one shift immediately before, during, or immediately after an emergency. Employees may be required to perform their normal duties before, during or after the emergency; or they may be required to perform work specific to an emergency event (ie. Working inside the Emergency Operations Center, Evacuation Shelters, etc.).
1. All employees will be given a time and a location where they are to report in the event of an emergency. This information will either be distributed prior to an event if time allows, or may be conveyed to employees after they call their supervisor, department director or the Emergency Operations Center Logistics supervisor. Full time and part time employees will be expected to put in their normal hours during the week of any emergency event.
  2. Employees may be required to work flexible hours in order to ensure that they are able to complete a full work week. Working a flexible schedule may be necessary in order to accommodate the needs of the County during the Emergency. Accrued leave will be charged for any hours worked less than 40 hours, unless the County Administrator deemed it unsafe to work, in which case employees that are short of 40 hours and are not able to accomplish 40 hours of work, will be paid emergency closure leave. All hours worked will be paid at the regular rate. The overtime rate will be applied for hours over 40 worked in one week.

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3. Non-exempt employees who had their shift modified with less than 24 hours-notice and were forced to work either a weekend shift (Saturday or Sunday); or a shift other than their normal shift where the majority of hours were between 11PM and 7AM, shall be paid a \$1.00 per hour emergency activation rate for those hours. This differential will not apply if the employee was given more than 24 hours-notice or worked their regular shift.
- C. In the event an employee signs up or is instructed to report at a certain time and then is later ordered not to report, the employee shall not be docked those hours if that cancellation results in the employee working less than their regularly scheduled number of hours during the week. Employees who fail to show up for a shift or who do not sign up to work will be charged leave hours and may be subject to disciplinary action up to and including termination in accordance with County policy.
  - D. The County Administrator may at any time during an emergency, make a declaration “Suspending All Government Operations”. The County Administrator or his/her designee may “suspend all government operations” when conditions are such that no work is able to be performed due to the nature of the emergency. (ie. During a Hurricane type of Emergency, the County Administrator may declare “operations suspended” when wind speeds reach in excess of 40 mph and conditions outside are not safe for travel and/or work). Non-exempt, non-“emergency response personnel” (“Emergency response personnel” is defined as Fire Rescue, Emergency Communications, Emergency Management) who are working during this designated time period, will receive time and one half for all hours worked during the time in which “All Government Operations are Suspended” regardless of other hours worked during the pay period. County government operations being closed to the public alone does not satisfy this requirement, nor does any media report regarding a government closure.
  - E. Under certain emergency or disaster conditions, Exempt Employees may be required to work extended hours due to the nature of the emergency. Exempt employees<sup>2</sup> may be authorized for additional payment in such situations. The duration as well as the circumstances under which such payment will be made, will be at the discretion of the County Administrator under the following guidelines:
    1. The County Administrator shall determine, on a case by case basis, whether exempt employees are to be reimbursed for additional hours worked during an Emergency. As part of the County Administrator’s deliberation, he or she shall include such factors as the hours spent working on the event, the extent of damage incurred in Pasco County from the event, whether or not the event occurred mainly during normal business hours, and other extenuating circumstances that may come to his or her attention.
    2. For a qualified emergency event, exempt employees may be compensated as follows:
      - a. At the employee’s regular rate of pay for the additional hours worked.
      - b. Compensatory time off (which must be requested using the normal leave approval process) at the employee’s discretion.
    3. Department Managers are to track all hours worked by all exempt employees within their department and submit those hours to payroll.

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<sup>2</sup> This policy does not apply to the County Administrator or to the County Attorney

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4. All compensated hours worked during the event will be paid along with the regular biweekly paychecks, but will be coded on the check stub as a separate item.
- F. Employee Waiver: No later than May 15th of each year, County employees will be able to apply for a waiver for certain emergency activation hours. If approved, this waiver is good for up to one (1) year.
1. Examples of situations that may qualify for a waiver include but are not limited to:
    - a. Personal health condition
    - b. Care of a family member
    - c. Care of minor children
  2. In a case where two employees are first responders, and share the responsibility of care, employees will not work the same shift, and will be given a minimum of one (1) hour overlap between shifts to transfer the responsibility of care.
- G. The County may, at its sole discretion, designate a task as “high risk” for a specific period of time or under certain limited circumstances. Employees who are required to perform a designated high risk task will be paid an additional \$1.00/hour for each hour actually performing the high risk task. The decision whether to designate a task as high risk should be non-discriminatory nor based on favoritism, but in all cases is a managerial prerogative that is not subject to appeal or grievance.

**SECTION 7 EXAMINATION LEAVE**

An employee who is ordered to appear for a physical examination for induction into the military service shall be granted leave with pay for this purpose.

An employee may be granted leave with pay while taking examinations before a Federal, State, or other governmental agency, provided such examinations are pertinent to their County employment.

**SECTION 8 FUNERAL LEAVE**

Funeral leave is only granted, when approved by the department/ division director.

Regular full-time employees, working a basic 40-hour workweek, may be granted time off with pay not to exceed three consecutive workdays for a death in the employee’s immediate family and one day for a death in the employee’s extended family. “Immediate Family” consists of: (step) mother, (step) father, spouse, (step) child, or sibling(s). “Extended Family” consists of: aunt, uncle, niece, nephew, grandparents, current in-laws, fiancé.

Part-time employees will be entitled to leave in proportion to the ratio of the number of hours worked per week divided by 40 hours.

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Funeral leave will not be charged to vacation or medical leave unless the approved leave exceeds three consecutive workdays.

The employee may be required to provide the department/division director with proof of death in the immediate family before compensation is approved.

#### SECTION 9 LEAVE OVERTIME EXCLUSIONS

Holiday leave, planned PTO leave, funeral leave, military leave, and County related court leave count as hours worked for overtime purposes. All other leaves of absence, whether paid or unpaid, shall not be counted as time worked for the purpose of computing eligibility for overtime pay.

#### SECTION 10 LEAVE WITHOUT PAY

The decision to grant a leave without pay (leave of absence) is a matter of Administrative discretion. The employee must submit his leave request in writing through his division manager, department director, and the Assistant County Administrator to the County Administrator for final approval/disapproval.

It shall be incumbent upon each division manager, department director, and Assistant County Administrator to weigh each case on its own merits. Each request must be accompanied by a full explanation of the justification for the requested leave. Leaves shall not be automatically approved.

In each case, the County shall make a reasonable effort to return the employee to his former position or a similar position in the same classification in another department. If no opening exists, the employee shall be placed on the reinstatement eligible list.

All departments/divisions are required to adhere to the following practices:

Only regular employees are eligible for leave without pay. Relief workers are not eligible.

Assistant County Administrators/department/division directors must submit personnel forms placing employees on a leave of absence for any period of time. The leave of absence will be effective beginning with the first day of absence. Department directors may approve leave without pay for a maximum of two weeks.

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Prior to requesting a leave of absence without pay for medical reasons, the employee must utilize any accumulated medical leave and may utilize any accumulated annual leave.

Prior to requesting a leave of absence without pay for nonmedical reasons, the employee must utilize any accumulated annual leave time.

An employee granted a leave of absence must keep the department/division informed every three months of his current activity (school, medical, military, etc.). In addition, the employee must keep the department advised of his current address at all times.

An employee wanting to work either part-time or full-time for another employer or become self-employed while on an authorized leave of absence shall request permission to do so from the Assistant County Administrator/department/division director, in writing, prior to accepting or performing such work. The request shall be forwarded to the Human Resources Director for final approval.

Failure to comply with all of the above items will result in the employee being dropped from leave of absence status; in which case he must return to duty or be dismissed.

Any employee granted a leave of absence shall contact his department/division director at least two weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process.

Failure to return to work at the expiration of the approved leave shall be considered as absent without leave and grounds for dismissal.

No medical leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.

Retirement credit may be maintained only if allowed in the pension plan in operation, provided the employee pays the full share of the premiums.

Group Life and Hospitalization Insurance coverage, for both the employee and dependents, may be continued while on authorized leave of absence, provided all premium payments for both employee and dependents are kept current by the employee.

## SECTION 11 MILITARY LEAVE

An employee may be granted a leave of absence, with full pay, to perform field or encampment duty, such as National Guard, provided 1) the employee is required to perform such duty in order

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to maintain their status in the State or Federal military organization and 2) upon completion of such duty the employee presents to the County a statement from the commanding officer of the unit which shows the time spent on duty and the total amount paid for such duty by the Government.

This supplemental compensation for field or encampment duty, usually classified as active or inactive duty training, is limited to the following time period in any one calendar year: 40-hour-a-week employee is limited to 240 hours<sup>3</sup>.

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. The order or statement must accompany the formal request for military leave.

An employee enlisting in, drafted, or conscripted for military service in defense of the United States, or any employee drafted or conscripted by act of Congress for military training, shall retain their reinstatement rights.

Each employee who is a member of a military reserve and who is ordered to active military duty other than the duty required to maintain his status in the reserves will receive compensation equal to full salary for 30 calendar days.

For members of a military reserve who are called to active duty (excluding Career Service Manual Rule A5.05A), the County will provide supplemental compensation for up to 180 calendar days after compensation referenced in Career Service Manual Rule A5.05D(1) if the military pay is less than the County pay (based on monthly compensation). The employee will not be eligible to be paid accrued medical or annual leave unless approved by the County Administrator or designee.

Upon expiration of conscripted or drafted military service, reserve activation, or enlisted military service in defense of the United States, an employee who wishes to return to work shall report to the County within 90 days from the date of discharge. Supplemental compensation as referenced in Career Service Manual Rule A5.05D(2) is not applicable during this 90-day period; however, annual leave up to the amount accrued may be used. In the event of temporary or partial disability, the County will provide an appropriate extension of time.

An employee will not be considered eligible for reinstatement if the employee:

Has other than an honorable discharge.

At any time, voluntarily elected to remain in the military service.

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<sup>3</sup> Florida Statute 115.07

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After being discharged upon completion of the military service, the employee decides to re-enlist voluntarily. The employee shall not be eligible to be granted military leave or to be continued on military leave for such extended service.

Before employees are allowed to return to work, the employees may be required to submit to a physical examination to establish the fact that they are physically and mentally able to perform the duties of the position.

An employee returning to work shall start at the salary they would have received, including all adjustments including merit increases, had the employee remained continuously in the service of the County instead of entering the armed services.

If the position left by the employee to enter the military service has been reclassified or renamed during the period of military service, the employee shall be entitled to be reinstated in the position according to its existing classification or name.

If the employee is not capable of satisfactorily performing the duties of the position, they will be entitled to reinstatement in a position as nearly comparable as possible in salary and duties of the one the employee left, if available. If the employee's former position has been abolished, they shall be entitled to be placed in another position as nearly comparable to it as possible, provided a vacancy is available.

## SECTION 12 OTHER LEAVES OF ABSENCE

### Time Shifting a/k/a "Flex Time"

All employees will be allowed flexibility in their work schedules (at the discretion of the department/division) through the practice of Time Shifting. Denial of such request shall not be arbitrary or capricious.

Time Shifting will be used on an ad hoc basis. It is not intended to replace Annual Leave or Medical Leave, nor is it intended to replace regular scheduling of employees' time. It is intended to allow the organization (County) the ability to adjust its schedules so that it can continue to perform efficiently while taking into consideration the needs of the workforce. Therefore, the County may flex an employee's usual work schedule when the County determines that County operations or activities require deviation from normal work schedules.



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Employees shall notify their immediate supervisor or department/division director of their request for Time Shifting within the time limit established for such notification by the department/division.

The Time Shift must be requested and pre-approved through the employee's department/ division chain of command.

Time Shifting must be completed during a single pay week. Hours cannot be "carried over" from one pay week to the next.

Acceptable uses of Time Shifting are as follows:

- (1) Absences for transactions of personal business which cannot be conducted during off-duty hours.
- (2) Any instance when a special event requires staffing and is conducted during normal off-duty hours.
- (3) Any absences from work not covered by other types of leave provisions established by these rules.

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ARTICLE 20 LEGAL DEFENSE

The County will provide an employee a legal defense in accordance with Florida Statutes section 111.07

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ARTICLE 21 MANAGEMENT RIGHTS

- A. Except as modified by this Agreement, the County expressly reserves and retains, without exception or limitation, those management rights granted to the County as a Florida public employer.
- B. The County, at its sole discretion, has the right to assign employees to work shifts and to determine the hours of and start time of those shifts, subject only to the locational preference provision of the Seniority Article.
- C. Nothing in this Agreement shall be construed as a waiver or limitation on the County's management right to subcontract all or part of work performed by bargaining unit employees.
- D. Correspondingly, the Union has the right to request impact bargaining over a County decision to subcontract bargaining unit work, provided the request is in accordance with Chapter 447.

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ARTICLE 22 NO INDIVIDUAL AGREEMENTS

The County will not enter into any agreements or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. This shall not preclude a County employee, the Union and the County from entering into tri-party “Last Chance Agreements” for resolving employee disciplinary matters.

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ARTICLE 23 OUTSIDE EMPLOYMENT

- A. Full-time employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, County employment shall be considered the primary employment and no employee may engage in outside employment which would interfere with the interest of the County service.
- B. No employee shall accept or begin any outside employment prior to disclosing such employment to their department/division director to engage in outside employment. The disclosure shall state the type of employment, the hours of work, the name of the prospective employer, and the place of employment.
- C. Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from duty if and when called for emergency service by the County. Every employee granted permission to engage in outside employment under this rule shall agree to and shall respond immediately to any emergency call to duty by the County whenever the department director or the County Administrator shall determine their services to be necessary.
- D. Outside employment is prohibited when outside employment requires activities inconsistent with medical restrictions.

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ARTICLE 24 PAST PRACTICES

The County reserves the right to modify a past practice when the subject matter is not otherwise addressed in this Agreement if a majority of employees approve the change following the County polling those ~~employee~~employees who will be impacted by the change. To determine if a majority of employees approve the change, only the votes of those employees responding to the poll will be counted.

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ARTICLE 25 PROBATIONARY EMPLOYEES

- A. Employees covered hereunder will serve a probationary period of six (6) months from the first day of work with the exception of Animal Control Officers, Rabies Control Officers and Emergency Communications Officers who shall serve a one (1) year probationary period. If a newly hired probationary employee has not performed the duties of the position to the satisfaction of the Department Director, he/she may be discharged without recourse to the grievance procedure under this Agreement.
- B. Any employee who is promoted to a higher classification and/or higher pay grade shall be on probation for a period of six (6) months from the date of such promotion. If an employee is serving a probationary period incurred as a result of a promotion and is found by the Department Director to be unqualified to perform the duties of the higher classification and/or pay grade, the County will return that employee to the position and pay status held immediately prior to promotion. The employee shall not have recourse to the grievance procedure.
- C. The Probationary period may be extended by the number of days the employee missed during the initial probationary period. Additionally, the Human Resources Director, in consultation with a probationary employee's department or division head may extend a probation period for sixty (60) days. Only one extension is permitted. In conjunction with an extension of probation, the County will provide the employee with a performance improvement plan identifying performance problem areas or the need for more time to complete training or certification. Notwithstanding an extension and improvement plan, the employee remains an "at will" employee for the full term of the probationary and extended probationary period. When an extension is provided, the Human Resources Director will provide written notice to the Union.
- D. Probationary periods may also be extended, when a probationary employee cannot fulfill the licensing and/or certification requirements of the position prior to the end of the probationary period due to training/certification course scheduling limitations. In such cases the employee's probationary period may be extended until the employee can attend the required training/certification course(s) to become licensed or certified.

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ARTICLE 26 PROMOTIONS

- A. The term promotion means the advancement of an employee to a higher grade following application by the employee to fill a vacancy and selection by a competitive selection process.
- B. Vacancies in positions within the bargaining unit above the lowest rank in any classification in the County shall be filled as far as practical by promotion of employees in the County service following the procedures in the Career Service Manual. Nothing herein shall limit the County from hiring an outside candidate for any bargaining unit position.
- C. A promotion shall result in a pay increase as follows, provided that no adjustment will result in a base pay level over the maximum pay level of the position:

One (1) Grade Adjustment	5% or to the bottom of the new position pay range, whichever is greater.
Two (2) Grade Adjustment	7.5%
Three (3) Grade or more Adjustment	10%

- D. Increases greater than those listed above may be approved by the Director of Human Resources when extenuating circumstances exist to warrant an additional increase.
- E. Increases of less than the above may be approved when the employee is requesting a transfer and waives the above amounts in order to secure a position where the department does not have sufficient funds available to transfer the employee in at their current rate of pay.
- F. The County will give the Union notice if adjustments per C. or D. occur, the County will give the Union notice.



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## ARTICLE 27 RECLASSIFICATION OF POSITIONS

- A. When the incumbent of a position, through diligent application of the work, is officially assigned more difficult and significant additional responsibilities and duties so that it appears that the position warrants reallocation to a higher pay grade, the Human Resources Department shall perform a study of the duties and responsibilities of the position.
- B. If it is determined that the position should be reallocated to a higher level class, the Human Resources Director may recommend a position reclassification to the County Administrator. Once approved the Human Resources Director may require that the incumbent undergo a prescribed test of fitness, depending on the conditions of the reclassification and the nature of the position to be reclassified. Tests may include written or oral examination, interview, or performance test.
- C. Should the employee fail the examination, or for some other valid reason is not selected to fill the vacancy, the employee shall remain in his current position.
- D. Should the position be reclassified to a job classification with the same pay grade as that of the original classification, the incumbent employee may receive a corresponding change in title without the benefit of examination.
- E. Should the position be downgraded to a job classification with a lower pay grade than that of the original classification, the incumbent may be offered transfer to a vacancy, if one exists, in the original classification in the same or other department/division. If the transfer is not accepted, the employee will remain in the existing position at the downgraded title and pay grade.
- F. A position reclassification will not result in a salary adjustment unless the incumbent is not in the pay range of the new pay grade.

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ARTICLE 28 RECOGNITION

- A. The County recognizes the Union as the exclusive bargaining representative regarding issues concerning wages, benefits, and conditions of employment for the Pasco County Government employees in the bargaining unit certified by the Public Employee Relations Commission being Certification No. 1744, October 18, 2010.
- B. The Union recognizes the County Administrator and Administrator's designee as the exclusive bargaining representatives for the County.
- C. When notice is required under this Agreement the Union shall serve its notice on the County Administrator with a copy to the Human Resources Director
- D. The Union shall provide the County Administrator the name of the assigned representative/Business Agent, and when notice is required under this Agreement the County shall serve its notice on the Union's Business Agent.

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ARTICLE 29 RELIEF HOME DELIVERY DRIVERS

The relief home delivery drivers are limited to compensation for only those hours the employee actually works, and they are not entitled to any other monetary benefits.

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ARTICLE 30 RETURN OF COUNTY PROPERTY

At the time of separation of employment and as a condition precedent to receiving a final paycheck, all records, insurance, and prescription I.D. cards, books, uniforms, keys, tools, and other items of County property in the employee's custody shall be transferred to the department/division, and certification to this effect shall be by the department/division supervisors. Any monies due the County because of any shortages shall be collected through final payroll deduction.

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ARTICLE 31 REVIEW OF PERSONNEL RECORDS

- A. The County shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine the contents of their master personnel files while off duty.
- B. Adverse comments may not be placed in the employees' master personnel files without the employees' signature on the face of the document. If an employee refuses to sign a document, the document may be placed in the employee's master personnel file with a notation that the employee was offered the opportunity to sign the document but refused to do so.
- C. Employees may cause to be placed in their master personnel files, with the acknowledgement of the Human Resources Director, or designee, responses to adverse material inserted therein and a correspondence from other sources directly related to their job performance.

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ARTICLE 32 SAFETY COMMITTEE

- A. Department safety committees shall meet as determined by the individual department heads. The Union, at its discretion, may have membership on the department safety committee equal to the number of supervisory/management members on the committee.
  
- B. The County-wide safety committee should meet once quarterly as scheduled by the Human Resources Director to discuss the topics of health and the safety of all department employees. The Union, at its discretion, may have membership on the County-wide safety committee equal to the number of supervisory/management members on the committee. Employees designated to be on a committee may attend committee meetings during the employee's scheduled work period without loss of pay. The County may also seek input from this committee prior to implementing any changes in safety procedures, but need not delay implementation pending Committee review.

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ARTICLE 33 SAVINGS CLAUSE

If any Article or Section of this Agreement should be found invalid, illegal, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

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ARTICLE 34 SENIORITY

## SECTION 1 – SENIORITY DEFINITIONS

For the purposes of this Agreement:

County Seniority shall be defined as the total consecutive length of time an employee has been working for the County as a full time bargaining unit employee.

Departmental Seniority shall be defined as the total consecutive length of time an employee has been working in a department as a full time bargaining unit employee.

Part Time Seniority shall be defined as the total consecutive length of time an employee has been working as a part time bargaining unit employee.

An occupational group shall be defined as a group of employees with similar job classifications within a department assigned to a specific work area, either temporarily or permanently. By way of illustration: a temporarily assigned occupational group may be a road maintenance work crew assigned to a project in the field, while a permanently assigned occupational group may be a group of librarians assigned to work at a specific library.

## SECTION 2 – BREAKS IN SENIORITY

Seniority may only be broken by:

- (1) Voluntary quit or resignation
- (2) Retirement
- (3) Layoff for more than one (1) year
- (4) Discharge for just cause

## SECTION 3 – SENIORITY BENEFIT

(1) In conjunction with County decisions regarding layoffs, seniority will have the weighted values as set forth in Article 18.

(2) Job assignments which have a locational component and job assignment has traditionally been bid, seniority is a factor that must be taken into consideration but is not the deciding factor. In cases when an employee's seniority is not a deciding factor, the County shall articulate its



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justification for not recognizing seniority as a controlling factor and the County's decision is not subject to appeal or grievance.

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ARTICLE 35 SHIFT DIFFERENTIAL PAY

A. A shift differential of five percent (5%) of base pay shall be paid to those employees who work a shift wherein a majority of the hours worked fall after 5:00 p.m. The five percent (5%) shift differential shall be paid for all hours worked on the assigned and regularly worked shift.

B. A shift differential of ten percent (10%) of base pay shall be paid to those employees who work a shift wherein a majority of the hours worked fall after midnight and before 6:00 a.m. The ten percent (10%) shift differential shall be paid for all hours worked on the assigned and regularly worked shift.

C. Public Safety Communications employees who are assigned to and regularly work 6:45 PM to 7:00 AM with an hour for lunch will be paid +7 ½% shift differential pay.

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## ARTICLE 36 STANDBY

- A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to standby duty. A standby duty assignment is made by an Assistant County Administrator/department/division director who requires an employee to be available for work due to an urgent situation on off-duty time which may include nights, weekends, or holidays. An employee on standby may work an extra shift on a weekend or County designated holiday without forfeiting his/her standby pay.
- B. The department/division will seek volunteers whenever possible, consistent with equitable distribution of standby time within a work area, classification, shift, and consistent with skill and ability. In the event volunteers are not available, qualified employees will be required to take the assignment in order to maintain effective, proper, and superior service to the community.
- C. Employees assigned to standby duty by their supervisors are entitled to standby pay of one hour's pay at their regular straight time hourly rate for each eight-hour increment of standby time assigned. This payment will be in addition to any payment received for call out work. Employees assigned to standby duty for less than an eight (8) hour increment are entitled to standby pay in the same proportion.
- D. In the event any employee who is officially on standby duty fails to respond to a call to work, he/she will be subject to disciplinary action.
- E. Standby time away from work shall not count as hours "worked" for the purpose of computing overtime pay.

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ARTICLE 37 WORK AT A HIGHER CLASSIFICATION

- A. In the event there is a vacancy at a higher classification, an employee may be required to work in this higher classification on a trainee, temporary, incidental, or emergency basis and shall do so at no increase in pay. If the employee is required to perform the duties for a period exceeding 21 consecutive calendar days, the County Administrator or designee shall give the employee a temporary assignment to a higher classification and the employee shall be paid the appropriate rate for the higher classification retroactive to the first day of such temporary work at a higher classification. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the employee's regular position, and any such temporary increase granted shall not affect the employee's eligibility for normal merit advancement.
  
- B. Emergency Communications Officers, Lead Emergency Communications Officers and Emergency Communications Supervisors will complete one full shift at the higher classification prior to receiving compensation retroactive to the first day of such temporary work at a higher classification.

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Pasco County

ARTICLE 38 UNIFORMS

- A. If the County requires employees to wear uniforms and protective equipment the County will provide all required uniforms and protective equipment at no cost to the employee.
- B. The County agrees to replace lost/stolen or damaged uniforms and protective equipment as needed provided the loss or damage occurred during the line of duty and was not the result of employee negligence.

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## ARTICLE 39 UNION RELATED MATTERS

## SECTION 1 Union Bulletin Boards

Official Union notices may be posted on designated bulletin boards in designated non-public work areas. The Union bulletin boards, the cost of which shall be paid by the Union, will be no larger than 24" x 36" in size and may be opened or glass encased and with a locking mechanism. The Union may install and maintain no less than twelve (12) bulletin boards at the following locations, unless modified through Letter of Agreement:

- 1) Wesley Chapel Utilities Maintenance Building (Next to Central Storage) 7501 Boyett Rd., Wesley Chapel
- 2) Embassy Utilities Maintenance Building (East Wall) 9518 Crabtree Lane, Port Richey
- 3) Shady Hills Utilities Administration Building (West Side) 14220 Hays Road, Spring Hill
- 4) Public Transportation (Driver's Break Room) 8620 Galen Wilson Blvd, Port Richey
- 5) Hudson Regional Library (Employee's Break Room) 8012 Library Road, Hudson
- 6) Fleet D&E (Front Hallway-Southeast Side) 7530 Government Drive, New Port Richey
- 7) State Street Utilities (First Floor Rear Hallway) 7536 State Street, New Port Richey
- 8) West Pasco Office (Garage Warehouse-Above the Water Fountain) 7750 Congress Street, New Port Richey
- 9) Storm Water Building (Employee Break Room) 4454 Grand Blvd., New Port Richey
- 10) Road & Bridge (Trailer Break Room) 15413 Shady Hills Road, Spring Hill
- 11) Land O' Lakes Library (Employee Break Room) 3030 Collier Road, Land O' Lakes
- 12) Little Road Water Treatment Plant, 8215 Little Road, New Port Richey, FL 34654
- 13) Boyette Water Treatment Plant, 8102 Boyette Road, Zephyrhills, FL 33544
- 14) C-Barn, 30908 Warder Road, San Antonio, FL 33578.
- 15) Utilities Administration Building - 19420 Central Blvd. Land O'Lakes, Fl. 34637.
- 16) East Pasco Government Center- 14236 6<sup>th</sup> Street, Dade City, FL 33523.
- 17) McKendree Facility- 9928 McKendree Rd. San Antonio FL 33576

Union authorized postings shall be limited to the following: Notice of social and/or recreational events, and Official Union business posted on Teamsters Local 79 letterhead.

The use of the bulletin board for advocacy regarding public County election matters (candidate or issue endorsement or opposition) is prohibited.

The County has no duty to monitor the bulletin boards.

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The Union is solely responsible for all items posted and the consent of the County to the use of open bulletin boards does not imply County consent to items posted on the board.

## SECTION 2 Union Dues Deduction

The Union shall be charged an annual fee of \$200.00 for administration of the Union dues deduction.

The County agrees to deduct biweekly base Union dues from the paycheck of those bargaining unit employees who have provided the County with written authorization. The dues amount shall be as designated in writing by the Union Secretary-Treasurer.

The County shall mail a check to the Union, no less than once monthly, for the Union dues collected during the previous month accompanied by a list of the names, and employee numbers of all employees from whom sums have been collected during the previous month.

An employee may revoke a designation for dues deduction by providing thirty (30) days written notice to the County and the Union. Notice to the Union must be submitted via US Mail or hand delivery to the Union office at 5818 E. Dr. MLK Blvd., Tampa, FL 33619.

The Union and employees shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the payroll deduction of Union dues.

In the event Florida Statutes are revised and public employers are no longer mandated to collect union dues, the County may discontinue this practice after providing thirty (30) days written notice to the Union.

## SECTION 3 Union Insignia

Employees who are members of the Union may wear a lapel Union emblem on the left collar of their shirt or uniform while on duty, or in the same general area of the collar if the shirt or uniform is collarless.

Appointed Union Stewards shall be allowed to wear a patch no larger than 2" X 3" on their County uniform beneath the County patch located on the employee's left or right shoulder.

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## SECTION 4 Union Leave Account

The County will maintain a Union Leave Account for the purpose of allowing Union Stewards to perform representative activities as defined in Article 16 without a loss in pay provided there is an adequate balance in the Union Leave Account. Requests for Union Leave Account time shall be in writing and submitted using the same method as other types of leave, at least twenty-four (24) hours prior to the commencement of leave.

Following ratification, and each January thereafter, the County will provide a deduction authorization form to bargaining unit employees who may donate to the Union Time Account up to five (5) hours of accumulated annual leave annually, in one hour increments. Donations to the Account are not mandatory and deductions will be made only when an employee authorizes the deduction.

The time a Union Steward is engaged in onsite (Pasco County) representative activities as described in Article 16 B will be counted as time worked for overtime purposes if the Steward is being paid from the Union Leave Account.

## SECTION 5 Union Stewards

The Union will notify the County, in writing, as to the names of its Union Stewards and Alternate Stewards. The Union may add or subtract from the designated list of Stewards and Alternate Stewards with five (5) working day notice to the County Human Resources Director.

For any circumstance when a Union Steward's attendance is required, one (1) Union Steward will first use Union Leave Account time if available or be granted unpaid leave time if no Union Leave Account time is available to engage in the following representative activities:

(1) When accompanying an employee who is required to appear at a hearing related to a grievance and or arbitration.

(2) When accompanying an employee who is meeting with a management representative and responding to disciplinary action or investigation at which the employee has a reasonable belief or expectation they might be subject to disciplinary action. An employee's belief or expectation is not reasonable when a management representative provides written or witnessed assurance that the employee is not the subject (for disciplinary purposes) of the matter under review or investigation. When such assurance is made by management, a Union Steward is not entitled to be in attendance and the employee is required to attend and fully cooperate with the investigation. This is meant to be consistent with Weingarten protections.



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(3) When accompanying an employee who is attending a pre-determination hearing.

A Union steward may not engage in preparation on County paid time for attendance at the above referenced meetings.

When an employee's attendance at a hearing is requested by the Union, the Union will give advance notice to the County and the County and Union will cooperate to allow the attendance in the least disruptive manner to the employee's department or division. In such cases, the employee will be released from work and compensated from the Union Leave Account for time away from the employee's job.

#### SECTION 6 Union Visitation

The Local Union representative or his appointed designee shall be permitted access to the County's premises that are not open to public access only by coordinating with and obtaining written response (email correspondence will suffice) of the Human Resources Director or Assistant Human Resources Director.

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## ARTICLE 40 VOLUNTARY TRANSFERS

- A. An employee on permanent or probationary status may, with the approval of the Assistant County Administrator/department/division directors concerned and the Human Resources Director, be transferred. Prior to accepting the transfer, employees should carefully consider the rules by which a transfer is accomplished.
- B. An employee may be transferred to another department/ division with the same job classification and such transfer shall not change the employee's pay grade, pay rate, or anniversary or classification date.
- C. An employee may receive a transfer to another department/division under a different classification but in the same pay grade. Such transfer shall not change the employee's pay rate or anniversary date. The classification date shall be the date of transfer.
- D. The transferred employee shall serve a three-month trial period plus any time remaining on his initial probationary period in the new department/division.
- E. If, during the trial period, the employee is found to be unqualified for the position or incompetent in performing the duties of the new position, he may be returned to the position from which he was transferred with the approval of the Human Resources Director only if a vacancy exists.
- F. If the former position is filled, every effort will be made to place the employee in a comparable position. If a vacancy does not exist and if it is impossible to create a new position, the employee will be released and placed on an appropriate reinstatement eligible list.

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ARTICLE 41 WAGES AND SALARIES

**Year One (October 1, ~~2017~~2020-9/30/~~18~~2021)**

Pay increases for bargaining unit employees shall be calculated in the same manner as for non-bargaining unit employees. (Employees hired prior to July 1, 2020 who pass their annual evaluation with a score of 2.5 or above, and who are not at or above the maximum of their pay grade will receive an increase of 3%). The effective date of the increases will be the first pay period following ~~the date of ratification of this Agreement by both parties.~~ October 1, 2020.

~~All employees who were employed by Pasco County prior to October 1, 2017 and who remain on the payroll as of the date of ratification of this Agreement shall receive a one time lump sum payment of \$1,150.00. This lump sum shall be paid no later than 30 days following the ratification by both parties.~~

**Year Two (10/1/~~18~~2021 -9/30/~~19~~2022)**

Pay increases for bargaining unit employees for year two of the contract shall be calculated in the same manner as for non-bargaining unit employees. The effective date of the increase will be the same as for all non-bargaining unit employees. The County shall provide written notice to the Union the exact manner in which raises will be distributed/awarded (including the overall % available). This letter shall be given to the Union within three (3) days following the first public budget hearing. The Union may elect to waive bargaining, in which case raises will be given to all bargaining unit employees in the same manner as all other non-bargaining unit employees, or the Union may request to open bargaining related to the annual wage increase. Should the Union desire to open negotiations for wages, it must notify the HR Director, in writing, no later than September 20, 2021 of their intent to negotiate. Negotiations shall commence as soon as possible, but no later than 21 days from the date of the notification from the Union.

**Year Three (10/2/~~19~~2022/30/~~20~~2023)**

~~The parties will reopen negotiations for wages for fiscal year 2019-2020 in July 2019.~~ Pay increases for bargaining unit employees for year three of the contract shall be calculated in the same manner as for non-bargaining unit employees. The effective date of the increase will be the same as for all non-bargaining unit employees. The County shall provide written notice to the Union the exact manner in which raises will be distributed/awarded (including the overall % available). This letter shall be given to the Union within three (3) days following the first public budget hearing. The Union may elect to waive bargaining, in which case raises will be given to all bargaining unit employees in the same manner as all other non-bargaining unit employees, or the Union may request to open bargaining related to the annual wage increase. Should the Union desire to open

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negotiations for wages, it must notify the HR Director, in writing, no later than September 20, 2022 of their intent to negotiate. Negotiations shall commence as soon as possible, but no later than 21 days from the date of the notification from the Union.

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## **TRANSPORTATION SURCHARGE**

Effective on implementation of this Collective Bargaining Agreement, employees who participate in the transportation shuttle system will be surcharges \$20.00 per week to be deducted from wages. The County may discontinue the transportation shuttle program with 60 day notice to the Union and the Union waives the right to bargain the County's action.

A shuttle shall be defined, for the purposes of this Article, as transportation offered to employees by the County prior to their designated start time, to and from their regular and stationary work location. Transportation provided by the County to employees who are required to work at temporary or non-stationary job sites is not considered a shuttle.

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ARTICLE 42 WORK SCHEDULE

SECTION 1 Hours of Work

- A. The County Administrator shall establish the hours of work which, insofar as practicable, shall be uniform within occupational groups, shall be determined in accordance with the needs of the County Service, and shall take into account the needs of the public who may be required to do business with various departments/divisions.
- B. The normal business hours for County offices are from 8:00 a.m. to 5:00 p.m., Monday through Friday but actual work schedules within the bargaining unit are variable.
- C. In addition to the overtime procedures currently being used, the County may substitute the following procedure:
  1. Overtime may be assigned on a rotational basis so that all employees with the same job title in a work division will have the right to earn overtime pay. This process is known as the overtime wheel. Once assigned overtime, the employee will not be offered overtime until the employee's name is reached again on the overtime wheel.
  2. When overtime is required, the next employee on the rotational list may refuse the overtime assignment. In that case the next employee on the list will be required to work the overtime assignment. The next employee may not refuse the assignment unless they find someone to work the assignment in his/her place.
  3. Refusal to work an overtime assignment, except in the case an employee is permitted to refuse the assignment as stated above, may result in the forfeiture of one hour of annual leave.
  4. In circumstances when emergency conditions are occurring and the application of the rotational process will exasperate the emergency condition as determined by management, the rotational process may be suspended to assure that conditions which constitute an emergency are resolved. An employee's position on the rotational wheel will not be altered by emergency suspension of the rotational process but an employee who worked an emergency will be skipped over if the employee worked an emergency and additional hours would result in the employee working beyond an allowable schedule.
  5. No employee may work overtime unless directed to do so by a management employee.

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6. In the event an employee is skipped over on the Overtime Wheel, the employee shall be afforded the opportunity to work the next available comparable overtime opportunity.
  
7. When an employee, who is not ordinarily an emergency first response employee, is required to work in excess of twelve (12) consecutive hours due to a non-storm related event, the employee will be paid an additional \$2.00 per hour for all hours worked in excess of twelve (12) hours.

## SECTION 2 Attendance

- D. All employees are required to report for duty at their scheduled time.
  
- E. If an employee is unable to work for any reason, the employee must notify his immediate supervisor prior to the scheduled reporting time, where possible.

## SECTION 3 Lunch and Breaks

- F. Employees, with the exception of public transportation employees, shall be granted one unpaid lunch break lasting either thirty (30) minutes or sixty (60) minutes per shift. The lunch break start time, as well as which duration option is used, may be determined by the supervisor.
  
- G. Employees in field work groups, with the exception of public transportation employees, may be granted two (2) fifteen (15) minute paid breaks per shift; one before the unpaid lunch break and one after. The break start times may be determined by the supervisor; however the supervisor shall make every effort to schedule the breaks as close to the start of the second and fourth quarters of the employee's shift as possible. All other work group employees shall maintain the status quo with respect to this break scheduling.
  
- H. Route schedules for transportation employees in the bargaining unit will accommodate time for personal breaks.

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ARTICLE 43 WORKERS' COMPENSATION

The employees of Pasco County are covered by the Workers' Compensation Law of the State of Florida, Chapter 440, Florida Statutes. The County will maintain the status quo with respect to compensable benefits except, an employee working a light duty assignment will be paid 80% of their regular duty wage. Employees placed in a light duty assignment will retain their benefits, including seniority in their current position.

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END  
SIGNATURE PAGE FOLLOWS

TENTATIVELY APPROVED 9/9/2020

\_\_\_\_\_  
Teamsters

\_\_\_\_\_  
Pasco County

SIGNATURE PAGE

IN WITNESS HEREOF, pursuant to F.S 440.309(4)(e) the County’s Administrator and the Business Agent sign this agreement.

FOR PASCO COUNTY:

\_\_\_\_\_  
DAN BILES  
County Administrator

\_\_\_\_\_  
Date

FOR INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL UNION NO. 79 FOR THE TEAMSTERS

\_\_\_\_\_  
JOHN SHOLTES  
Trustee/Business Agent

\_\_\_\_\_  
Date

FOR PASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS (following County ratification)

\_\_\_\_\_  
MIKE ~~WELLS~~SMOORE, Chairman

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Paula S. O’Neil, Clerk and Comptroller

Ratified by Board of County Commission on \_\_\_\_\_, 20182020

Ratified by Bargaining Unit on \_\_\_\_\_, 20182020