

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

AND

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

April 2014

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**ARTICLE 1
PREAMBLE**

This agreement is entered into by Pasco County, a Political Subdivision of the State of Florida, 7530 Little Road, Suite 330, 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").

**ARTICLE 2
RECOGNITION**

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

The Union recognizes the County Administrator and his designees as the exclusive bargaining representatives for the County.

When notice is required under this Agreement the Union shall serve its notice on the County Administrator with a copy to the Human Resource Director

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.

**ARTICLE 3
JUST CAUSE DISCIPLINE**

As provided for in Pasco County's Career Service System Rules and Regulations (hereinafter "Career Service Rules"), Section B2, Standards of Conduct, section B2.01 E (7), the County may suspend, demote, discharge, or take other disciplinary action against employees for just cause.

Discipline will be processed as set forth in Career Service Rules, Section A8.

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.

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.

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.

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.

All discipline shall be in writing and shall be provided to the Employee and shall be placed in the Employee's personnel file.

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.

Probationary employees are at will employees and have no right to appeal discipline or non-disciplinary termination.

Appeals to the Personnel Board

The Personnel Board shall hear appeals in cases involving disciplinary actions of permanent employees who have satisfactorily completed their probationary period.

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 Personnel Department.

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 Resource Director of the time and place scheduled for the hearing.

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.

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.

The Personnel Board shall transmit its findings and advisory opinion to the County Administrator within three working days of the completion of the hearing.

**ARTICLE 4
MANAGEMENT RIGHTS**

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.

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.

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.

**ARTICLE 5
MONETARY BENEFITS AND PAST PRACTICES**

When a grievance arises regarding the existence and application of a past practice, the burden of proof is on the party asserting that a past practice exists and is applicable and the past practice must be established by clear and convincing evidence. The test for determining a past practice is that the practice:

- a) must be unequivocal;
- b) have existed substantially unvaried and interrupted for a significant period of time; and
- c) could reasonably be expected to continue unchanged.
- d) was discontinued within one fiscal year prior to ratification

**ARTICLE 6
COLLATERAL DOCUMENTS**

The non-monetary provisions of the Career Service Rules 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 Rules. When a particular subject matter is addressed in this Agreement, the provisions from the Career Service Rules regarding the same subject shall have no application.

Should the County move to amend or modify any provision of the Career Service Rules that affects wages, hours, terms and conditions of employment, it shall provide a copy of any such amendment or modification 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 change shall be delayed an additional 30 days.

**ARTICLE 7
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.

**ARTICLE 8
EMPLOYEE INFORMATION**

The County agrees to inform the Union of the name, position and date of hire of all Bargaining Union employees once quarterly.

**ARTICLE 9
UNION DUES DEDUCTIONS**

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

The County agrees to deduct 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, 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.

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.

**ARTICLE 10
BARGAINING UNIT WORK**

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.

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.

**ARTICLE 11
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 the County employee, the Union and the County from entering into tri-party “Last Chance Agreements” for resolving employee disciplinary matters.

**ARTICLE 12
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, New 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) East Side Facilities Management (South Door-West Wall Hallway) 37301 Florida Ave, Dade City
- 9) West Pasco Office (Garage Warehouse-Above the Water Fountain) 7750 Congress Street, New Port Richey
- 10) Storm Water Building (Employee Break Room) 4444 Grand Blvd., New Port Richey
- 11) Road & Bridge (Trailer Break Room) 15413 Shady Hills Road, Spring Hill
- 12) Land O’ Lakes Library (Employee Break Room) 3030 Collier Road, Land O’ Lakes

Union postings shall be limited to the following: Notice of social and/or recreational events
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.

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.

ARTICLE 13 UNION VISITATION
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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 obtain written response (email correspondence will suffice) of the Human Resource Director or Risk Manager.

ARTICLE 14 REVIEW OF PERSONNEL RECORDS

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.

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.

Employees may cause to be placed in their master personnel files, with the acknowledgement of the Human Resource Director, or designee, responses to adverse material inserted therein and a correspondence from other sources directly related to their job performance.

ARTICLE 15 UNION STEWARDS

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

Union Stewards may be granted unpaid leave time to engage in the following representative activities:

- (1) When accompanying an employee 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.
- (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.

**ARTICLE 16
PROBATIONARY EMPLOYEES**

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.

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.

Probationary periods shall not be extended, except 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.

**ARTICLE 17
CONTRACT NEGOTIATIONS**

Up to five (5) employees designated by the Union shall be granted excused leave without pay for meetings at times mutually agreed to by the County and Union for the purpose of collective bargaining negotiations. A request for leave without pay must be submitted to Human Resource Department at least five (5) days prior to the date of absence.

**ARTICLE 18
GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance shall be defined as an alleged violation or dispute over the interpretation or application of any specific provision(s) of this Agreement

The term working days shall refer to days Monday through Friday, excluding County Commission designated holidays.

Members of the bargaining unit, Union Stewards on behalf of bargaining unit members or the Local Union, may file grievances under this Article. 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.

If the County does not respond to the grievance within the grievance procedure time limits set forth below, the grievance shall be advanced to the next step.

Grievance procedure time limits may only be extended by mutual written agreement. In the event of a timeliness dispute, the only proof of an agreed to extension is a written agreement.

Any grievance presented under this Article shall be in writing on a standardized grievance form 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.

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.

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.

Recognizing that grievances should be dealt with as expeditiously as possible, grievances shall be processed as follows:

STEP ONE GRIEVANCE AND MEETING

A grievance shall be filed in writing with the Department Director and copied to the Human Resource 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 and the Human Resource 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 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, the Union or unrepresented employee may file the grievance with the County Administrator (or his/her designated representative) provided it is filed within ten (10) working days after receipt of the Step 1 response.

Within ten (10) working days after receipt of the grievance, the County Administrator (or his/her designated representative) shall contact the Union's Business Agent to set up a meeting with the Union and the grievant to discuss the grievance.

The County Administrator (or his/her designated representative) 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 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.

Each party shall bear the full costs for its representation in the arbitration proceedings. The parties shall share the cost of the arbitrator equally.

Arbitration hearings shall be conducted in a County designated meeting room in New Port Richey, Florida.

**ARTICLE 19
SENIORITY**

Definition: Seniority means the total consecutive time worked by an employee for Pasco County commencing with the employee's most recent hire date as either a full time or part time employee.

An employee who is laid off from work but is recalled within one year of his/her layoff date will have seniority calculated from his/her original hire date.

Seniority Benefit:

In conjunction with County decisions regarding:

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

**ARTICLE 20
EMERGENCY CLOSURE LEAVE**

The County Administrator may grant emergency closure leave when some or all County offices are closed for a specified time period due to an Emergency Operations Center (EOC) Activation, inclement weather, or intolerable office conditions including, but not limited to a lack of electricity, water or air conditioning. When the County Administrator approves an emergency closure, department heads shall have the responsibility for determining those employees necessary to provide mission essential services. Employees should assume they are working their normal schedule. In some instances, employees from closed facilities may be assigned alternate work stations and/or job duties. Employees already on leave will remain in their same leave status unless they are asked to return to work and they return. Emergency closure leave will not count toward overtime.

When an Emergency is declared by BCC or the EOC is activated by the County Administrator all employees are expected to work. Employees who are held over or called back for emergency assignment should be compensated from the budget of the employee's assigned department.

If an employee works during an emergency closure, they will be paid for the hours worked in accordance with Fair Labor Standards Act (straight time for regular schedule and overtime if more than 40 hours worked in the work week.)

If the employee is mission essential as determined by their Department Head, they are expected

to work unless:

- (1) They are on previously approved leave or have a previously approved exemption. In that case they may use appropriate leave, or
- (2) They are told by a member of management not to report to work or they are sent home. In that case they shall be paid for their normal working hours.
- (3) If the employee is not mission essential as determined by their Department Head, they are expected to work unless:
- (4) They are on previously approved leave or have a previously approved exemption. In that case they may use appropriate leave, or
- (5) They are told by a member of management they may elect not to report to work. If they choose not to work under those circumstances they may request accrued annual leave or Leave Without Pay. If they choose to work they will be assigned as needed.
- (6) If the County Administrator deems it unsafe for employees to report to work, they will be paid their normal working hours for that time period.

Any employee who does not report to work when needed who has not been granted leave may be subject to discipline up to and including termination.

All employees are expected to work during an Activation unless they have a preapproved exemption based on one of the following:

- (1) If an employee and spouse both work for Pasco County, only one will be required to work during a disaster.
- (2) If an employee's spouse works for another primary response agency (such as law enforcement), the employee may be excused from disaster duty; or
- (3) If an employee has a medical condition that would prevent them from working, they may be excused.

ARTICLE 21 SAFETY COMMITTEE
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A Safety Committee shall be formed which shall consist of six (6) members. The Union shall designate three (3) representatives and the County may designate three (3) representatives. The Safety Committee shall meet once quarterly as scheduled by the Human Resource Director to discuss the topics of health and the safety of all department employees.

Employees designated to be on the committee may attend committee meeting during the employee's scheduled work period without loss of pay.

The County may also seek the input from this Committee prior to implementing any changes in safety procedures, but need not delay implementation pending Committee review.

**ARTICLE 22
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.

**ARTICLE 23
ANNUAL LEAVE**

Eligibility for Annual Leave

Each regular full-time employee will be allowed annual leave with pay.

Temporary, relief, and seasonal employees will not be eligible for annual leave.

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.

Annual leave, up to the amount earned, may be taken during the employee's initial probationary period. However, in the event the employee resigns or is otherwise terminated before the end of their initial probationary period, any annual leave taken will be reimbursed to the County by deduction from the employee's final pay.

Rate of Earning Annual Leave

Annual leave for bargaining unit employees, except relief workers, will be earned as follows:

<u>Continuous Employment</u>	<u>Biweekly</u>	<u>Annually (Approx.)</u>
Date of Hire-End of 5 th Year	3.69 Hours	12 Days
Start of 6 th -End of 10 th Year	4.62 Hours	15 Days
Start of 11 th -End of 15 th Year	5.54 Hours	18 Days
Start of 16 th Year On	6.46 Hours	21 Days

Deferred Retirement Option Program (DROP) participants will accrue leave in the same manner and at the same rate as prior to entering the DROP.

Request for Annual Leave

The request for annual leave shall be submitted to the employee's Assistant County Administrator/department/division director on approved forms designated by the Human Resource Department.

Annual leave may be taken only after approval by the appropriate Assistant County Administrator/department/division director.

Annual leaves will not involve or necessitate the use of extra or relief employees. Assistant County Administrators/department/division directors will arrange vacation schedules and reallocate duties on such a basis as to cause minimum interference with the normal functions and operations of the organization.

Use of Annual Leave

Annual leave may be granted for the following purposes:

- (1) Vacation leave.
- (2) Absences for transaction of personal business which cannot be conducted during off-duty hours.
- (3) Religious holidays other than those designated by the County as official holidays.
- (4) For uncovered portion of medical leave, once such leave has been exhausted or in lieu of medical leave at the employee's request.
- (5) Any absences from work not covered by other types of leave provisions established by these rules.

Charging Annual Leave

Annual leave time shall be scheduled and charged to the employee for the actual time the employee is away from work.

Annual leave will be charged in half-hour minimum increments.

Carry-Over of Annual Leave

It is the intent of these rules to have employees take their annual leave yearly for the period in which it was earned. Employees will be afforded the opportunity to use the annual leave before the leave is carried over to the next year.

An employee shall not be paid for earned annual leave in lieu of taking such leave during any calendar year unless recommended by the Assistant County Administrator/department/division director and approved by the County Administrator or designee.

The maximum amount of annual leave which can be carried over from one calendar year to the next is:

Full Time Personnel	500 Hours
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Part-Time Employees In Proportion to the Ratio of Hours Worked
Per Week Divided by 40 Hours

Payment for Unused Annual Leave

Payment for accrued annual leave does not apply to employees having less than six months of employment.

Only those Employees who voluntarily resign and who give 14 calendar days' notice of their intention to resign (or lesser notice when the 14 day requirement is waived by the County) will receive pay out of annual leave accrued as of the date of resignation.

All accrued annual leave of employees who die while in the County service shall be paid to the spouse or estate of the employee.

For annual leave purposes, reinstated employees are considered new employees.

Employees placed on layoff status will receive pay for all accrued annual leave up to the time of the layoff.

Payment of unused annual leave for DROP participants:

Employees electing to participate in DROP may request payment for an amount not to exceed their unused accrued annual leave at the time of entry into the DROP.

Whenever annual leave accruals combined with the hours paid upon entering the DROP Program exceed that employee's maximum carry-over level, as defined in CSRR A2.06, those unpaid hours which exceed the employee's maximum carry-over level on date of DROP entry may be carried forward into the next calendar year during that employee's participation in DROP.

Employees electing payment for all accrued annual leave at time of entry into DROP are not eligible for any accrued annual leave payment upon separation from service, unless their accrued hours totaled less than 500 hours upon entering the DROP Program. In that case, the employee would be eligible for payment of the difference between hours paid at DROP entry and 500 hours.

Employees electing partial payment of accrued annual leave at time of entry into DROP are eligible for payment of those hours not paid at DROP entry upon separation from service. Total hours paid will not exceed the maximum accrual level determined at DROP entry or combined total maximum of 500 hours, whichever is greater.

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 medical 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.

Participant must be a regular full time or part time employee of Pasco County.

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

A written request giving the details of the situation; and,

Evidence or other documentation supporting the request that the employee requires additional leave time to tend to personal affairs.

An ad hoc committee consisting of five employees selected at random by the Human Resource 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.

Upon approval of a majority of the committee, an employee may receive up to 40 hours of continued full pay.

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.

ARTICLE 24 MEDICAL LEAVE

Eligibility for Medical Leave

Each regular full-time employee will be allowed medical leave with pay.

Seasonal and Relief employees will not be eligible for medical leave.

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

Medical leave, up to the amount earned, may be taken during the employee's initial probationary period. However, in the event the employee resigns or is otherwise terminated before the end of their initial probationary period, any medical leave taken will be reimbursed to the County by deduction from the employee's final pay.

Frequent claiming of benefits under this rule may constitute grounds for the assumption by the Assistant County Administrator/department/ division director that the physical condition of the employee is below the standard necessary for the proper performance of duties. Evidence of abuse of this benefit will constitute grounds for disciplinary action, up to and including dismissal.

Rate of Earning Medical Leave

The employee earns medical leave for each biweekly period as follows:

<u>Scheduled Biweekly Hours</u>	<u>Medical Leave Earned</u>
80	3.75 Each Biweekly Period

Request for Medical Leave

To receive compensation while absent on medical leave, the employees shall notify their immediate supervisor or department/division director within 30 minutes of the time set for beginning the daily duties, if possible.

This provision may be waived by the Assistant County Administrator/ department/division director if the employee submits evidence that it was impossible to give such notification.

Medical leave shall not be counted as hours worked for the purpose of computing eligibility for overtime pay.

Use of Medical Leave

Medical leave may be granted for the following purposes:

- (1) Personal injury or illness where workers' compensation benefits are not being received.
- (2) Maternity leave purposes.
- (3) Medical, dental, optical, or chiropractic examination or treatment.
- (4) Exposure to a contagious disease which would endanger others, as determined by a physician.
- (5) Illness of a member of the employee's immediate family which requires the personal care and attention of the employee. No more than 40 hours a year may be taken for this purpose without approval of the Assistant County Administrator/department/division director. (See definition of immediate family for medical leave.)

Employees absent three or more consecutive days on medical leave must submit a note from a treating physician stating whether they are able to perform the essential job functions for their position.

Charging Medical Leave

Medical leave time shall be charged to the employee for the actual time the employee is away from work.

Medical leave will be charged in half-hour minimum increments.

Accrual of Medical Leave

There is no limit on the amount of medical leave an employee may accrue.

Payment of Medical Leave Upon Separation

Upon any separation with less than one year of County employment, medical leave accumulated shall be forfeited.

Upon separation with one year or more of County employment, the employee shall receive a lump sum terminal medical leave payment equal to one-fourth of all unused medical leave accumulated. Employees separated due to lay-off will receive pay for one-fourth of all accrued medical leave. The remaining accumulated medical leave shall be forfeited and not be subject to reinstatement in the event the employee is reinstated or recalled from layoff.

The lump sum separation payment shall be determined by using the base rate of pay received by the employee at the time of termination or death.

Payments made pursuant to this rule shall not be considered in any State-administered retirement system as salary payments and shall not be used in determining the average final compensation of an employee in any State-administered retirement system.

Payment of medical leave upon separation will only be given to employees resigning voluntarily and who give 14 calendar days' notice of their intention to resign. Employees dismissed for cause and employees who resign without sufficient notice will not receive the earned medical leave, unless specifically approved by the County Administrator or designee.

Medical Leave Pool

The Medical Leave Pool is a voluntary program designed to extend benefits to participating employees who experience a personal prolonged illness or nonwork-related injury. It is not intended for persons on leave without pay for disability leave or because of illness among family members. The Medical Leave Pool is not intended to be used for pre-existing conditions immediately upon an employee joining. The intent is to prevent a hardship for an employee due to unforeseen circumstances.

Eligibility:

- (1) Participant must be a full-time employee of Pasco County.
- (2) Participant must have a minimum of 80 hours of accrued medical leave on the books.
- (3) Participants must donate 40 hours of accrued medical leave to the pool to enroll in the program.

(4) Participants may be assessed one day each calendar year thereafter if the pool time is significantly depleted (less than 40 percent of the donated time).

(5) Participants must wait a minimum of 90 days following the initial donation before submitting a request for withdrawal.

Procedure: Participants who experience a prolonged illness or non-work related injury and have used all of their accrued medical leave must submit:

(1) A written request giving the details of the situation; and

(2) A physician's current statement of the illness and estimation of amount of time before the participant will be allowed to return to work.

An ad hoc committee consisting of five members of the Medical Leave Pool, selected at random by the Human Resource Director or designee, will be established within five working days of receipt of the request to examine, verify, and act upon the request.

Upon approval of the majority of the ad hoc committee, participating employees may receive up to 240 hours of continued full pay, after exhausting their own accrued medical leave.

Should an emergency occur requiring an extension of the time originally granted by the ad hoc committee, the employee may petition the same committee members for the extension. The original grant and all extensions may not exceed 240 hours. This is the maximum amount of time available to any employee under this program.

If for any reason the original request or the extension is denied by the ad hoc committee, the employee has the right of appeal to the County Administrator or designee.

An employee who has used the maximum time allowed by the pool will not be eligible to use the pool again until they have accrued an additional 80 hours of medical leave and reinvested 40 hours in the pool.

Attendance Award Program- Medical Leave Conversion

Bargaining unit employees shall be allowed to participate in any attendance award program for medical leave conversion offered to non-bargaining employees with the same terms and conditions to apply.

ARTICLE 25 FUNERAL LEAVE

Funeral leave is only granted, when approved by the department/ division director, in the event of a death of an employee's immediate family (see definition of immediate family in Section B14 of the Career Service Rules).

Regular full-time employees, working a basic 40-hour workweek, may be granted time off with

pay not to exceed three consecutive workdays.

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.

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.

ARTICLE 26 COURT LEAVE

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.

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.

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.

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.

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.

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.

ARTICLE 27 CONFERENCE AND EDUCATIONAL LEAVE
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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.

ARTICLE 28
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 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 17 workdays.

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 A5.05A), the County will provide supplemental compensation for up to 180 calendar days after compensation referenced in 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 his 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 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.

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.

ARTICLE 29 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.

ARTICLE 30 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 until otherwise negotiated.

ARTICLE 31 LEAVE TIME EXCLUDED

Holiday leave, annual leave, funeral leave, military leave, and 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.

ARTICLE 32
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.

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 Resource 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.

ARTICLE 33 ABSENCE WITHOUT LEAVE

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.

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 Resource Director for review and approval by the County Administrator or designee.

ARTICLE 34 INACTIVE STATUS

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.

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.

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.

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.

Placement of an employee on inactive status will not affect provisions elsewhere in the Rules and Regulations regarding the employee's status on leave without pay, workers' compensation, or suspension.

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.

ARTICLE 35 PROMOTIONS

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.

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 Rules. Nothing herein shall limit the County from hiring an outside candidate for any bargaining unit position.

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%

ARTICLE 36 DEMOTION

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.

Effect of Demotion on Pay

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 Resource 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.

Effect of Demotion on Classification Date

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.

Probationary Status Due to Demotion

An employee 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.

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.

ARTICLE 37 VOLUNTARY TRANSFERS

An employee on permanent or probationary status may, with the approval of the Assistant County Administrator/department/division directors concerned and the Human Resource Director, be transferred. Prior to accepting the transfer, employees should carefully consider the rules by which a transfer is accomplished.

Department/Division Transfer

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.

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.

The transferred employee shall serve a three-month trial period plus any time remaining on his initial probationary period in the new department/division.

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 Resource Director only if a vacancy exists.

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.

ARTICLE 38 STANDBY

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.

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.

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.

In the event any employee who is officially on standby duty fails to respond to a call to work, he will be subject to disciplinary action.

Standby time away from work shall not count as hours "worked" for the purpose of computing overtime pay.

**ARTICLE 39
CALL OUT PAY**

In cases where off-duty employees are called out to assist in an emergency, 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.

If the employee is called back on a holiday or while on authorized paid leave, he shall be paid in accordance with the rule shown above and receive the equivalent hours off to replace the hours worked on the holiday or leave pay on a straight time basis.

Any employee who is on duty and is instructed and assigned to return to work shall be ineligible for call-out pay but may be eligible for compensation at the overtime rate of pay.

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.

**ARTICLE 40
SHIFT DIFFERENTIAL PAY**

A shift differential of five percent (5%) of base pay shall be paid to those employees who are assigned and regularly 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.

A shift differential of ten percent (10%) of base pay shall be paid to those employees who are assigned and regularly 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.

**ARTICLE 41
TEMPORARY WORK AT A HIGHER CLASSIFICATION**

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 30 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.

ARTICLE 42
EMPLOYEE PERFORMANCE EVALUATION

Performance Evaluations will be completed annually on all employees. The criteria used by the County to measure employee performance are a managerial prerogative. Prior to implementing a performance based pay system, the County will give notice and opportunity to bargain to the Union.

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.

Performance evaluations may not be grieved or appealed but:

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 Resource Director. The employee may be accompanied by a Union Business Agent. The Human Resource Director's disposition of evaluation will be the County's final administrative review step.

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.

ARTICLE 43
WORK SCHEDULE

Hours of Work

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.

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.

Attendance

All employees are required to report for duty at their scheduled time.

If an employee is unable to work for any reason, the employee must notify his immediate supervisor within 30 minutes prior to the scheduled reporting time, where possible.

Lunch and Breaks

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.

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.

Route schedules for transportation employees in the bargaining unit will accommodate time for personal breaks.

**ARTICLE 44
COMPENSATORY TIME**

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

**ARTICLE 45
REDUCTION IN FORCE (LAYOFF)**

When a reduction in the County workforce occurs as described in Career Service Rule B13.05 (copy attached), employees will be retained by application of the County’s Retention Matrix, hereinafter set forth:

Retention Matrix

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 Resource Department will compile the Matrix based on information in the employees’ official personnel file.

Employees who are laid off do not have bumping rights and may not displace another employee who is on the retention list.

The matrix is comprised of five criteria as follows:

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

<i>0 to 3 years</i>	<i>0 point</i>
<i>4 to 10</i>	<i>2 points</i>
<i>11 to15</i>	<i>4 points</i>
<i>16 to 20</i>	<i>6 points</i>
<i>21 to25</i>	<i>8 points</i>

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

There will no stacking of discipline for a single violation that would result in more than minus 4 points. 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 Resource 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.

**ARTICLE 46
OUTSIDE EMPLOYMENT**

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.

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.

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.

Outside employment is prohibited when outside employment requires activities inconsistent with medical restrictions.

**ARTICLE 47
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.

**ARTICLE 48
HOLIDAYS**

For each holiday the County Commission designates as a County holiday, full time bargaining unit employees will receive holiday pay in an amount equal to the amount they would have earned on a regular work day unless the holiday falls on a day the employee is not scheduled to work or is on leave, in which case holiday pay for that holiday will not be paid.

All regular full-time employees who are scheduled to work on a holiday will be paid premium pay (time and a half) for hours actually worked on the holiday in addition to holiday pay.

Relief, Part-time, Seasonal and Temporary employees will not be entitled to holiday pay regardless of the number of hours worked.

An employee must be in an active pay status for the full day on both the regularly scheduled workday immediately prior to a holiday and the regularly scheduled workday immediately following a holiday in order to qualify for the holiday pay. Active pay status includes approved paid leave such as annual leave and does not include leave without pay.

An employee not on FMLA who calls in sick on the regularly scheduled work day immediately prior to a holiday and the regularly scheduled workday immediately following a holiday forfeits holiday pay for that holiday.

**ARTICLE 49
WAGES AND SALARIES**

Bargaining unit employees will receive a three (3) percent increase for fiscal year 2013-2014 retroactive to October 2013. On ratification of this Agreement, the Memorandum of Understanding dated 10/1/13 (signature date by Teamsters) is null and void.¹

**ARTICLE 50
UNIFORMS**

If the County requires employees to wear uniforms and protective equipment Career Service Rule B9.04) the County will provide all required uniforms and protective equipment at no cost to the employee.

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.

**ARTICLE 51
LEGAL DEFENSE**

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

**ARTICLE 52
POSITION RECLASSIFICATION**

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 Resource Department shall perform a study of the duties and responsibilities of the position.

If it is determined that the position should be reallocated to a higher level class, the Human Resource Director may recommend a position reclassification to the County Administrator. Once approved the Human Resource Director may require that the incumbent undergo a

¹ The 3% wage increase for fiscal year 2013-14 was originally provided by MOU. The MOU is now merged with this CBA for a net 3% increase for 2013-14.

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.

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.

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.

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.

A position reclassification will not result in a salary adjustment unless the incumbent is not in the pay range of the new pay grade.

ARTICLE 53
RELIEF HOME DELIVERY DRIVERS-LIMITATION ON BENEFITS

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.

ARTICLE 54
AGREEMENT POSTING

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

ARTICLE 55
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.

ARTICLE 56
DURATION

This agreement shall take effect on ratification by both parties or, if implemented following impasse, as provided for by s. 447.403 and ends September 30, 2014.

END
SIGNATURE PAGE FOLLOWS

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

FOR PASCO COUNTY:

MICHELE BAKER
County Administrator

Date

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

JOHN SHOLTES
Bargaining Agent

Date

**FOR PASCO COUNTY BOARD OF
COUNTY COMMISSIONERS:**

Chair

Date

ATTEST:

Paula S. O’Neil, Clerk and Comptroller

Ratified by Board of County Commission on ____day of _____, 2014

Ratified by Bargaining Unit on ____day of _____, 2014