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AGREEMENT

between

NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630, L.I.U.N.A.

AND

October 1, 2016 through September 30, 2019
REVISED October 2016

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AGREEMENT

THIS AGREEMENT is entered into as of October 1, 2016 between NASSAU COUNTY, FLORIDA, hereinafter referred to as the Public Employer, and the NORTHEAST FLORIDA PUBLIC EMPLOYEES LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (AFL-CIO), hereinafter referred to as the Union. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There are not and shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this agreement. It is understood that the County of Nassau is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 - UNION RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Public Employer recognizes the Union as the exclusive collective bargaining representative for those employees (All references to employees in the male gender of this agreement are used for convenience only, and should be interpreted to include both males and females) in the defined bargaining unit (See attached Appendix "A"), for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit; unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented. Employees shall mean all classified employees who are employed by Nassau County and whose classifications appear on the attached Appendix A. Specifically excluded are: department heads, division chiefs, agency heads, managerial and confidential employees within the meaning of Section 447.203 (4,5), Florida Statutes, all other employees of Nassau County and its other agencies not specifically included in Appendix A, and all employees of the Nassau County School Board.

1.2 It is further understood and agreed that the business manager of Local 630, Laborers' International Union of North America, AFL-CIO, or his alternate will be the official spokesman for said union in any matter between the Union and the Public Employer. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 - UNION SECURITY AND CHECK OFF

2.1 The Public Employer will, by placing one (1) copy of this agreement in each working location, make available to employees in the bargaining unit copies of this agreement, for the express purpose of calling those employee's attention to the fact that Laborer's Local No. 630 of the Laborers' International Union of North America, AFL-CIO has been recognized as the exclusive bargaining representative for all employees in the bargaining unit as defined in Article 1.1 of this agreement. In addition, the Public Employer will furnish each employee in the bargaining unit with a copy of the collective bargaining agreement as amended from year to year.

2.2 In accordance with Chapter 447, Florida Statutes, public employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the Public Employer in the determination of the terms and conditions of their employment.

2.3 Upon receipt of a written authorization from an employee covered by this agreement, the Public Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and uniform assessments. It is understood that this provision will provide for twenty-six (26) deductions per year. The Public Employer will remit to the Union such sums within thirty (30) days. Changes in the union membership dues rate will be certified to the Public Employer in writing over the signature of the authorized officer or officers of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. It is understood and agreed that the Public Employer will assess a charge, no higher than that being charged for other deductions (insurance, credit union, etc.), per deduction per payroll. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason (s) stated therefore, that; the remittance is incorrect.

2.4 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pensions, credit union and health and life insurance. Any dues not deducted shall be deducted the

following pay period.

2.5 The Public Employer will deduct and transmit bi-weekly to the Northeast Florida Public Employees PAC Fund up to five (5) cents for each hour worked from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees from whom such deductions have been made and the amount deducted from each such employee. The Employer shall deduct an administrative fee of 1/10 of 1% (.001) from the amount to be transmitted.

2.6 The Employer will deduct and transmit, monthly to the Northeast Florida Public Employees Group Legal, an amount designated by the Union, from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of employees from whom such deductions have been made and the amount deducted from each such employee.

2.7 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any deductions for union dues, uniform assessments, group legal or PAC fund.

2.8 An employee may revoke his authorization for deduction of the union dues, uniform assessments, group legal or PAC fund, provided the employee gives thirty (30) days notice to the employee organization and the Public Employer by certified mail. Dues revocation will be processed through the Union.

ARTICLE 3 - MANAGEMENT SECURITY

3.1. The Union and its officers, Agents and members agree that during the life of this agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or intentional interruption of employer operations, during the term of this agreement. The consideration for such provision is the right to a resolution of disputed questions. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provisions preventing strikes, slow-downs, concerted stoppages of work, or intentional interruptions of employer operations was violated by the employee to be discharged or otherwise disciplined.

3.2 A. The Union, its representatives, agents, members or any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:

1. Soliciting public employees during working hours.

2. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

3. Instigating or advocating support, in any positive manner, for an employee organization's activities from high school or grade school students during classroom time.

B. No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

C. The circuit courts of this state shall have jurisdiction to enforce the provisions of this section by

injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by his Public Employer, notwithstanding further provisions of any collective bargaining agreement.

3.3 The Public Employer and the Union agree that the basic intent to this agreement is to provide a fair day's work in return for a fair day's pay, and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of employees' skill and ability without regard to race, color, creed, national origin or sex. Furthermore, the Public Employer agrees to abide by any applicable Florida Statute pertaining to public employment within the scope or knowledge of the Public Employer.

3.4 The Employer and the Union agree to comply with the Americans with Disabilities Act of 1990.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 It is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract. It is also the right of the Public Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.

ARTICLE 5 - SPECIAL MEETINGS AND COMMITTEES

5.1 The Public Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Factors to be considered shall be actual pay, benefits, hazards of the job, duties expected and required and other related conditions that would be included as factors. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to re-negotiate this agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request, and at a time and place mutually agreeable to the parties. The Union shall have the right, at these special meetings, to recommend to the Public Employer corrections to any inequities known to the Union. The Public Employer shall respond in writing to the affected employees within ten (10) calendar days, with a copy forwarded to the Union.

ARTICLE 6 - UNION STEWARDS AND UNION REPRESENTATION

6.1 The Public Employer recognizes and shall deal with all the accredited union stewards, the union business manager, and any other officer listed in Section 1.2 of this agreement in all matters relating to grievances and interpretation of the agreement.

6.2(A) Employees covered by this agreement will be represented by Stewards so designated by the Union in the following locations.

LOCATION	NUMBER OF STEWARDS
Hilliard	1
Fernandina Beach	1
Building Maintenance	1
Custodial	1
Landfill	1
Animal Control	1
NAU	1

6.2(B)The Union may appoint two (2) of the above stewards as Roving Stewards.

6.3 The Public Employer and the Union recognize the need for expansion within Nassau County. When additional permanent work locations are created, the Public Employer and the Union will meet, at the request of either party, for the purpose of mutually determining the stewardship needs of the Union. A written list of the union stewards, and alternates, shall be furnished to the Public Employer prior to the effective date of their assuming duties of office. The Union shall notify the Public Employer promptly of any changes of such union stewards. No union steward will perform any grievance work unless the above has been complied with. The alternate steward shall only perform as a steward in the event of the physical absence of the regular steward.

6.4 Officials of the Union, as designated in Section 1.2 of this agreement may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. Officials, as designated above, shall be able to talk

with employees before or after regular working hours or during lunch hours of said employees on Public Employer's property in areas mutually agreed on by the Union and the Public Employer.

6.5 Arrangements will be made for officers or accredited representatives of the Union to be admitted to the property of the Public Employer during working hours for the purpose of ascertaining whether or not this agreement (contract) is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Public Employer is not normally open for visitation, then the Public Employer shall provide a responsible escort to that union officer or accredited representative provided this service is arranged for in advance.

6.6 The Public Employer agrees to give at least thirty (30) calendar days notice to the Union prior to any vote by the Board of County Commissioners of Nassau County having the net effect of reducing the work force of the bargaining unit.

6.7 All files of the employee shall be open for investigation by the appropriate union steward in the investigation of any grievance. However, such investigation will be in the presence of or with the permission of the employee.

ARTICLE 7 - UNION ACTIVITY

7.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to investigate and settle grievances at Step 1 and above, when such investigation is required for the prompt and effective settlement of the grievance in question. Work loss must be minimized. It is acknowledged that the steward must advise his supervisor of the requirement and secure permission before conducting such investigation and such permission will not be unduly withheld. In the investigation of grievances, stewards shall not be allowed to unduly hamper the work operations of the Public Employer by conferring with other employees. Union stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. Union stewards shall not conduct any grievance work on premium time except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisory permission shall be given verbally to the union steward provided that said verbal authorization insures adequate control of the steward's time, otherwise written permission shall be required. If it becomes necessary for a union steward to receive written permission, the Public Employer will provide a form which will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

7.2 Union stewards shall be active employees, and shall be members of the bargaining unit.

7.3 Union representatives and union stewards while on public property are subject to the same rules of the Public Employer as are all other public employees, except as specifically provided in this agreement.

7.4 Active solicitation by the Union of grievances and the collection of union monies shall not be engaged in on public property, and during the working hours of those employees being solicited, if such is the case.

7.5 While on a leave of absence, no employee shall function as a union steward without mutual consent of the Union and the Public Employer.

7.6 When it becomes necessary for a union steward to enter an

area other than his own for the purpose of conducting union business authorized by this agreement, he must secure permission from the supervisor of that area and notify him of his presence and the general nature of his business. Such permission shall not be unduly withheld.

7.7 Nothing in this agreement shall be construed to prevent any public employee from presenting, at any time, his own grievance, in person or by legal counsel to his public employer, and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

7.8 Employees of the designated bargaining unit shall have a right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining and other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, relating to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination or reprisal. There shall be no restraint, discrimination, intimidation or reprisal against any employee because of that employee's membership, or lack of membership, in the Union or by virtue of his holding office, or not holding office in the Union. This provision shall be applied to all employees in the bargaining unit by the Public Employer and the Union.

7.9 It is agreed that all stewards have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance is defined as a claim reasonably founded on a violation of this Agreement. Any grievance filed shall refer to the provisions or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. The grievance will systematically follow the steps of the grievance procedure contained in Article 8, except as otherwise provided for in Florida Statutes, 447.401.

STEP I:

The aggrieved employee shall present the grievance in writing to his or her Immediate Supervisor within ten (10) work days of the date the employee had knowledge of the event giving rise to the grievance or within ten (10) work days of the date the employee reasonably should have had knowledge of the event giving rise to the grievance. The Immediate Supervisor shall meet with the aggrieved employee, and at the employee's request, the appropriate union representative concerning the grievance. The Immediate Supervisor shall notify the aggrieved employee of his decision in writing, with a copy to the Union, not later than ten (10) workdays following the meeting date.

STEP II:

If the employee is not satisfied with the Step I decision, the aggrieved employee may within ten (10) work days of receipt of the Step I decision, submit a written appeal to the Department Head. The Department Head shall meet with the aggrieved employee, and at the employee's request, the appropriate union representative, within ten (10) work days following receipt of the written appeal. The Department Head shall obtain the facts concerning the alleged grievance and provide his or her decision in writing, to the employee, with a copy to the Union and the County Manager not later than ten (10) work days following the meeting date.

STEP III:

If the aggrieved employee is not satisfied with the Step II decision, the aggrieved employee may submit a written appeal to the County Manager within ten (10) work days of receipt of the Step II decision. The County Manager shall meet with the aggrieved employee, and at the employee's request, the appropriate union representative, within ten (10) work days of receipt of the appeal. The County Manager shall render a written decision to the employee, with a copy to the Union and the Department Head, within ten (10)

work days of the meeting. The County Coordinator's decision will state the grievance and, if applicable, pertinent policies or regulations.

8.2 Rules for Grievance Processing:

It is agreed:

(a) Time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

(b) A grievance presented at any of the above steps shall be dated and signed by the aggrieved employee presenting it.

(c) Failure to follow the Rules for Grievance Processing outlined herein will result in the denial of the grievance.

(d) When a grievance is presented, the Public Employer's representative shall acknowledge receipt of it and the date thereof in writing.

(e) A grievance not advanced to the higher step within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

(f) In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

(g) When a grievance is reduced to writing, there shall be set forth in the grievance all of the following:

1. A complete statement of the grievance and the facts upon which it is based.
2. The section or sections of this agreement claimed to have been violated.
3. The remedy or correction requested.

(h) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be retroactive to the date of the occurrence of the violation.

(i) Grievances filed by the Union affecting two (2) or more employees in accordance with Section 8.1, shall be signed by the

designated steward or the appropriate union representative and shall contain the names of the aggrieved employees. Thereafter, it shall follow the procedure as set forth in Article 8 entitled Grievance Procedure.

(j) The Union shall be notified of all grievance hearings and shall be allowed to attend any grievance hearing per F.S. 447.310(4). Said notification shall be deemed complete upon written notice to the member giving rise to the grievance.

8.3 Arbitration. If the grievance is not settled in accordance with the provisions of Article 8, the Public Employer, or the Union, as the case may be, may request arbitration by serving written notice of intent to appeal on the County Coordinator, no later than twenty (20) work days after receipt of the Public Employer's response in Step III, together with a written statement of the specific provision(s) of this agreement at the issue. If the grievance is not appealed to arbitration within said twenty (20) work days, the Public Employer's Step III answer shall be final and binding upon the aggrieved employee and the Union. Upon appeal to arbitration, the Public Employer or employee may, in the written notice requesting arbitration, include the names of two (2) Florida Supreme Court approved mediators for the Fourth Judicial Circuit, either of whom is acceptable to the Union, Public Employer or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one (1) of the persons listed or some other person qualified to arbitrate, then the parties may request the services of the Federal Mediation and Conciliation Service (FMCS). If the Federal Mediation and Conciliation Service (FMCS) is utilized, the arbitrator shall be chosen pursuant to their procedures. Notwithstanding the provisions of this section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

Section 1. At the conclusion of the arbitration hearing, post hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) days after the hearing is concluded, or receipt of briefs, to render his award that findings of fact. Post-hearing briefs must be filed within thirty (30) work days of the arbitration hearing.

Section 2. With respect to the interpretation, enforcement or application of the provisions of the agreement, the decisions, findings and recommendations of the arbitrator shall be final and binding on the parties to this agreement. However, the authority and responsibility of the Public Employer as provided by Chapter

447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this agreement.

Section 3. The arbitrator shall have no authority to modify, amend ignore, add to, subtract; from, or otherwise alter or supplement this agreement, or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issue(s) submitted to him in writing by the Public Employer and the Union and shall have no authority to consider or rule upon any matter which is stated in this agreement not to be subject to arbitration, or which is not specifically covered by this agreement. All testimony given at the arbitration hearing will be "under oath". The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) which is presented to him, which question(s) must be actual and existing. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to an extension of said limitation. Consistent with this section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. In any event occurred or failed to occur prior to the effective date of this agreement, it shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

Section 4. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents.

Section 5. The cost and expense incurred by the impartial arbitrator shall be shared equally by both parties. If a transcript of the proceedings is requested, then the party so requesting shall pay for it. If an employee acting independently of and in disregard of the position of Union in matters relating to arbitration, such employee shall pay his share of the expenses of the arbitrator's cost and expense.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

9.1 Employees in the bargaining unit shall not be discharged, suspended, demoted, docked, or otherwise disciplined except for cause and in no event until the employee shall have been furnished with a written statement of the charges and the reason or reasons for such action. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 8.

9.2 Employees shall have the right to review their official personnel file upon reasonable request to the Human Resource Director. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the personnel file, attached to the reprimand.

9.3 Disciplinary Action.

All disciplinary actions shall occur within forty-five (45) days of the event given rise to the discipline and shall normally be progressive when deemed appropriate. The Employer may exceed normal progressive discipline when an employee has committed a number of unrelated offenses. The following are intended as examples of disciplinary actions:

1. Reprimand given orally (oral reprimands may be for the purpose of counseling employees as to possible problems with performance).

2. Reprimand given in writing.

3. Suspension without pay.

4. Dismissal.

9.4 Dismissals and Suspensions.

Progressive discipline will be applied when deemed appropriate, in the sole discretion of the County. Each situation is determined on its specific facts and depending upon the severity of the offense and other relevant factors could lead straight to suspension or dismissal.

9.5 Resignation. An employee who desires to terminate his service with Nassau County shall submit a written resignation to

the Department Head. Resignations should normally be submitted ten (10) working days in advance of the final work day. The written resignation, or a copy thereof, shall be filed in the employee's personnel file.

9.6 An oral and written reprimand shall be furnished to the employee and the union steward within one (1) week from the date the employee signs the reprimand. The supervisor shall advise the employee that he has a right to have a union steward present at the time the reprimand is issued. The employee will be requested to sign this reprimand. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand. All oral reprimands shall become null and void after twelve (12) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void. Once disciplinary documents become null and void, they shall be stamped "null & void". At such time as the reprimand becomes null and void, the appropriate union steward and employee shall receive a copy of the stamped document.

9.7 Employees, except those serving original appointment probationary periods, subject to dismissal, suspension, docking, as outlined under Article 9.3, subsections 3 and 4 shall have the right to pre-disciplinary hearing, unless said action is for tardiness, which shall be conducted prior to dismissal, demotion suspension, or dockings. The appropriate union steward shall be present at such meeting along with the County Manager or his designee, and the supervisor who has made the charge. This section shall not apply to drunken, disorderly or disruptive conduct by the employee. The union steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance. A waiver of hearing shall be attached to the notice.

A new hire serving an original probationary period is considered an "at will" employee and does not have the right to a pre-disciplinary hearing.

ARTICLE 10 - VACATIONS

10.1 Article 10, in its entirety, does not apply to employees hired after February 1, 2013 as they do not accrue Vacation Leave. Employees hired after February 1, 2013 should reference Article 25 of this agreement for their leave accruals.

10.2 All full time employees covered by this agreement shall accrue vacation leave per the following schedule:

YEARS OF SERVICE	HOURS PER YEAR	Hours Per Pay Period
Upon completion of:		
0 months through 4 years	80 hours	3.08 hours
5 years through 10 years	120 hours	4.62 hours
11 years through 15 years	160 hours	6.15 hours
16 years or more	200 hours	7.69 hours

Vacation days will accrue bi-weekly to the credit of the employee at the rate stated above. Vacation leave, sick leave, annual military training leave, and leave while on the active payroll due to and on-the-job injury, shall be construed as time worked. Vacation leave shall be earned during the first year of employment, but employees may not take any of their accrued vacation until they have completed the initial six (6) months of employment. The rate of accrual shall change to the higher rate at the start of the first pay period of the month in which the employment anniversary occurs (Date of Employment).

10.3 Upon written request and with at least fifteen (15) days advance notice, when required, and employee taking at least one (1) week of authorized paid vacation may have advanced to him on his last regular pay day prior to beginning the paid vacation one-half (1/2) or the whole of his normal bi-weekly take home pay.

10.4 Vacation leave may be taken when requested by the employee in writing and approved by the appropriate supervisor in writing. Requests for vacation leave must be submitted in writing at least two (2) weeks in advance for vacation leave of five (5) or more consecutive work days. Requests for vacation leave of less than five (5) consecutive work days should be submitted on a day for day basis. Scheduling of vacation leave will be based on seniority and classification within the department for the first

request of five (5) days or more. Example: A request for three (3) days of vacation leave shall require three (3) days advance notice. Days shall be construed as working days. The Public Employer will make every effort to meet the written request of the employee consistent with the requirements of its operations. Any portion of said leave which has accrued to the credit of the employee may be taken.

10.5 Absence on the account of sickness, injury or disability in excess of that authorized for such purposes may, at the request of the employee and within the discretion of the Public Employer, be charged against any accrued vacation leave allowance, and is not subject to the time limitations as outlined in Article 10.3.

10.6 Should a legal holiday fall within an employee's scheduled vacation period, an additional working day shall be allowed and such working day shall be scheduled and taken in accordance with the procedures set forth for holidays.

10.7 Upon termination for retirement purposes or otherwise, the employee shall either take or be paid a lump sum payment for any unused accrued vacation leave. The option of the lump sum payment for vacation purposes is vested in the Public Employer. The effective date of termination in these cases must allow for the period of vacation leave to which the employee is entitled. An employee who is dismissed for cause may be required to forfeit all accrued leave. Failure of an employee to give proper notice of two (2) weeks with his resignation may result in the forfeiture of all accrued vacation.

10.8 Vacation leave not used during the year may be carried over to the following year in the maximum amount of fifty (50) days. Days over and above fifty (50) days shall be forfeited if the employee has been given the opportunity to utilize his accrued vacation leave.

Employees who have accrued fifty (50) days of vacation, may elect to sell-back one (1) weeks vacation leave at their current hourly rate of pay. Such notice must be given at least two (2) weeks in advance of the expected payment of such leave.

10.9 Any vacation leave the employee has accrued prior to the effective date of this agreement shall be credited to the employee.

10.10 All vacation leave, sick leave, compensatory time, and bonus days may be posted on bulletin boards at yards quarterly.

10.11 Employees taking accrued vacation leave shall be charged in increments of not less than one-half (1/2) of an hour.

ARTICLE 11 - HOLIDAYS

11.1 Employees in the bargaining unit shall observe those days established by this agreement and county ordinance which consist of the following:

January First (New Years Day)

Third Monday in January (Martin Luther King Day)

Third Monday in February (President's Day)

Good Friday

Last Monday in May (Memorial Day)

July Fourth (Independence Day)

First Monday in September (Labor Day)

November Eleventh (Veteran's Day)

Fourth Thursday in November (Thanksgiving)

Friday after Thanksgiving

December 24th (Christmas Eve)

December 25th (Christmas Day)

One (1) Personal Holiday, except those employees hired on or after February 1, 2013 who are not eligible to accrue such Personal Holidays.

Any day other than those listed above will be taken under holiday conditions when such day is officially declared as a holiday by the Board of County Commissioners.

11.2 Whenever an observed holiday shall occur on an employee's scheduled day off, the Public Employer shall schedule the employee to take a day off at another date mutually agreed to or to compensate him at the straight time rate in order to equalize the observed holidays in Section 11.1.

11.3 Any employee of the bargaining unit who shall be required to perform work or to render services on one of the holidays listed in 11.1 shall be compensated at one and one-half (1 1/2) times the

employee's regular straight time hourly rate for any hours worked in addition to his straight pay for a normally scheduled work day or the employee may elect to take off another normally scheduled day, mutually agreed to at the same rates as overtime payment.

11.4 All employees shall receive payment for any paid holiday unless:

He has leave without pay for any portion of the last regular work day proceeding such holiday, or on the next regular work day following such holiday.

11.5 Whenever any of the holidays established by this agreement falls on a Sunday, the following Monday shall be observed as the official holiday; whenever any holiday shall occur on a Saturday, the preceding Friday shall be observed as the official holiday. The only exception to the above shall be those employees within the department who are assigned to a "shift schedule". These employees shall observe the actual day of the holiday for purposes of pay.

ARTICLE 12 - SICK LEAVE

12.1 Article 12, in its entirety, does not apply to employees hired after February 1, 2013 as they do not accrue Sick Leave. Employees hired after February 1, 2013 should reference Article 27 of this agreement for their leave accruals.

12.2 Employees receiving pay on the active payroll will accrue sick leave bi-weekly at the rate of four (4) hours per bi-weekly pay period. Vacation leave, holiday leave, paid sick leave, annual military training leave, and leave while on the active payroll due to an on-the-job injury shall be construed as time worked. Employees shall be permitted to accumulate ninety (90) days of unused sick leave. Upon retirement from Nassau County (Retirement for purposes of this section shall be defined as retirement from the County at a minimum age of sixty-two (62) or vested in accordance with the Florida Retirement System.) or otherwise, from the service of the Employer the employee shall take or be paid a lump sum for any unused accrued sick leave. Employee's terminated for cause shall forfeit all accrued sick leave. Failure of an employee to give proper notice of thirty (30) days with his resignation may result in the forfeiture of all accrued sick leave.

Any employee who accumulates ninety (90) days of unused sick leave in one (1) year, shall be entitled to be paid on a day for day basis for any unused sick leave above the said ninety (90) days. Said payment shall be made on the first pay day of December each year.

12.3 Sick leave will be granted during a genuine illness of the employee or the serious illness of a member of his immediate family. Sick leave will not be granted to perform the duties as a pallbearer. If unusual circumstances exist, upon request, additional sick leave may be granted by the Public Employer. All employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this section. Uses of sick leave in any fiscal year shall not require a certificate from a medical doctor, unless the period of absence is in excess of three (3) normally assigned work days, or the employee has no accrued sick leave remaining on the books, in which case a doctor's certificate shall be required no later than the date the employee returns to work. Employees shall provide the doctor's certificate to the Assistant Road Superintendent/Agency Head before or immediately after clocking in. Employee's providing a doctor's certificate shall not be subject to discipline. The certificate shall state the employees capacity for resuming assigned duties, consisting only of duties employees are restricted from performing due to their illness/injury.

12.4 All employees when required by the Public Employer will notify their supervisor or his designee reasonably in advance of their scheduled reporting time on the first day of their intended absence due to illness. The employee will furnish adequate explanation of his illness to his supervisor to determine that such sick leave should be allowed. Absences under sick leave conditions will be subject to investigation by the appropriate supervisor. An employee will be counseled if it appears that he is using an excessive amount of sick leave as determined by the Public Employer. The Public Employer has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on Public Employer time and at Public Employer expense.

12.5 Sick leave may be charged in increments of not less than one-half (1/2) of an hour.

12.6 Should an employee be absent due to illness and fail to comply with the rules and regulations covering sick leave, such employee shall be charged with unauthorized absence.

12.7 Sick leave will be charged only against an employee's regular work day and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime work days, or holidays.

12.8 Employees in the bargaining unit who complete any three (3) consecutive months without charging sick leave or Leave Without Pay, shall be entitled to one (1) bonus day off with pay at the completion of the three (3) month period, at the employee's normal straight time rate. Bonus days shall be scheduled off when mutually agreeable with management, but must be taken off within the twelve (12) month period after it is earned. Employees when eligible and authorized may use their bonus days for any reason they deem necessary. However, at no time will bonus leave used count as time worked for the purposes as overtime.

12.9 Any sick leave the employee has accrued prior to the effective date of this agreement shall be credited to the employee.

ARTICLE 13 - HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this article is to define hours of work and computation of overtime; but nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

13.2 For the purpose of computing the pay of employees, the following standards shall govern the pay period, work week, the work day and the normal shift hours for those employees of the Nassau County Transportation Department.

BI-WEEKLY PAY PERIOD	WORK WEEK
336 hours from starting time	168 hours from starting time
WORK DAY	NORMAL SHIFT HOURS
24 hours from starting time	8 or 10 hours, exclusive of lunch

13.3 (A) The standard work week shall consist of five (5), eight hour days Monday through Friday.

(B) The work week for those activities requiring a six (6) or seven (7) day per week operation shall be eight (8) hours per day and forty (40) hours per work week. Hours of work will not necessarily be scheduled from Monday through Friday, or days of work scheduled consecutively.

(C) In those activities requiring work schedules other than eight (8) hours per day, the normal work day shall be as scheduled and the bi-weekly work period shall normally consist of eighty (80) hours, which may begin on any day of the week. No employee assigned to this odd work period shall be required or scheduled to work any hours in excess of sixteen (16) hours in any one work day.

13.4 It is recognized that the Public Employer may schedule the normal work force on a ten (10) hour work day, four (4) day work week. When possible, rest days shall be scheduled consecutively.

13.5
Compensation for overtime during a pay period will be included in the employees corresponding paycheck, unless compensatory time is mutually agreed to by the employee and the Activity Head or

designee. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act may accrue up to a maximum of one hundred (100) hours, at which time all overtime will be paid as stated above. Employees shall take compensatory time prior to taking vacation time or PTO.

13.6 Vacation leave, holiday leave, annual military training leave and leave while on the active payroll due to an on-the-job injury shall be construed as time worked for the purpose of payroll computations.

13.7 An employee who has left his normal place of work for his residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment of three (3) hours at time and one-half (1 ½) his regular rate. The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period.

13.8 No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by his supervisor.

13.9 Premium payments shall not be duplicated for the same hours worked under any of the terms of this agreement.

13.10 It is the responsibility of the Public Employer to distribute the opportunity for overtime work equally among the employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or geographical work area. It is understood that the sharing of overtime shall not delay nor increase the Public Employer's cost of operation. Overtime records of the Public Employer shall be made available to union officials when requested to resolve a question involving distribution of overtime. It is understood that nothing in this Article shall require payment of overtime hours not worked.

13.11 The Public Employer will provide a meal or pay a meal allowance in the sum of ten dollars ($10.00) when an employee is required to work four (4) hours beyond his regular shift without a meal break.

13.12 If inclement weather conditions do not permit the employee to perform his regularly scheduled duties and there is no other work available in line with his normal duties, the employee may be given the option to perform other work in a lower classification. In no case shall he be sent home without pay or forced to use accrued vacation, sick or PTO leave. However, the

employee may elect to request vacation or PTO leave.

13.13 No employee shall absent himself from duty without authorized leave except in cases of sickness or emergency. An employee who is absent without authorized leave of absence for three (3) consecutive working days shall be deemed to have abandoned his position and to have resigned, unless he shall within a period of ten (10) working days following said three (3) prove to the satisfaction of the activity head that said absences were excusable.

13.14 Standby Duty

(A) Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this Article. It is the responsibility of the Public Employer to distribute the opportunity for standby as equally as possible among the employees in the respective classifications to be assigned standby.

(B) For the purpose of this Article, an employee is on standby if the employee has been directed to carry an employer furnished electronic paging device or leave a telephone number so the employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.

(C) The rate of standby compensation shall be twenty dollars ($20.00) for each day during the week Monday through Friday that the employee is on standby. The rate of standby compensation for weekends and holidays shall be thirty dollars ($30.00) for Saturday, thirty dollars ($30.00) for Sunday and thirty dollars ($30.00) for holidays. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.

(D) Any employee who fails to comply with the provisions of Section 13.14 shall not be entitled to standby compensation for that day.

(E) Employees may arrange substitution of standby duty among themselves, provided that the substitution is approved by Management.

ARTICLE 14 - WAGES

14.1 (A) Effective October 1, 2016, the pay scale shall be adjusted to include a two and half percent (2.5%) Cost of Living Adjustment (COLA) as reflected within the merit pay plan set forth in attached Appendix "A-1". This COLA shall be in lieu of the annual 2017 step increases provided for in Article 14.3(B)(2).

(B) The County will provide training for employees to obtain a Class "A" CDL license. The purpose of this training is to assure that the next senior person who may potentially be promoted will have the required CDL "A" license in place. The CDL "A" training session will be offered once every four (4) months with a minimum of one (1) trainee from the Road and Bridge Department and one (1) trainee from the Landfill (on a reimbursement basis to Road and Bridge Department) per training period. A volunteers' list will be generated and dated by November 1st and updated every November 1st. An employee must pass the written test before applying for CDL "A" Training. The list will be based on seniority with preference given to persons who may need licensing for promotion within one (1) year. Employees who sign-up for training each November 1st shall be placed on the list below employees whose names currently appear on the list, and shall be ranked at the bottom of the list in seniority order. Trainees that don't successfully obtain their CDL "A" license during their CDL "A" training will be retrained and retested within 90 days. If again, the trainee doesn't obtain the CDL "A" license, the trainee goes to the bottom of the current list. Employees who apply for training as provided above, shall meet the minimum requirements (permit) prior to receiving CDL Class "A" training. The trainer will be the most senior volunteer, qualified CDL "A" license holder, and able to train others. The trainer receives 5% out-of-class, but not to exceed Foreman Step M.

Nassau County shall provide all of the training required by Florida Statutes to insure that all Landfill employees have the opportunity for advancement, or to maintain required certifications.

Additionally, Nassau County agrees to reimburse employees for the cost of obtaining and maintaining a Hazmat-endorsed commercial driver license which employees are required to possess, pursuant to the Transportation Safety Administration (TSA) and the Federal Motor Carrier Safety Administration (FMCSA) published standards, procedures, and schedules that Hazmat-endorsed CDL holders must follow. Upon presentation of the receipt, reimbursement shall be processed and paid to the employee promptly.

(C) All employees hired prior to February 1, 2013 shall receive $0.0462 per hour longevity pay for each year of completed service with Nassau County as of February 1, 2013. For the purposes of this section, years of service shall be frozen as of February 1, 2013.

(D) Employees covered by this agreement shall be paid bi-weekly. The normal pay date shall be Friday. In the event this day falls on a holiday, the employee shall receive his check on the preceding work day. Employees shall be able to pick-up their payroll checks while on approved leave provided such checks are available. Payroll checks will list all payroll deductions within the capability of the computer and as deemed necessary by the Clerk.

(E) Employees classified as P.M. Mechanic or Heavy Equipment Mechanic for a period of three (3) years who have obtained a ASE certification as a "Master Technician" with "T2" thru "T8" who possess a certification from an accredited college or institution; or Heavy Equipment Fabricator who possess a certification in Arc and semi-automatic GMAW solid wire welding from an accredited college, institution or approved laboratory, will receive the salary amount which is equivalent to a Journeyman Equipment Operator upon presenting the Public Employer with a copy of said certifications. If an approved laboratory is used, a supervisor or higher must observe or witness the test weld being performed. The employee must maintain certification in good standing to continue receiving Journeyman Equipment Operator rate of pay. The welding certification must be renewed every five (5) years from the date of the previous certification. The Employer shall reimburse employees for obtaining and/or re-certification upon receipt of proof that the employee obtained the certification mentioned above.

14.2 (A) When an employee is demoted or reverted to his former class during the probationary period following a promotion or lateral transfer, his pay shall be restored to the rate in effect prior to the promotion or lateral transfer, as though a promotion or lateral transfer had not been granted. In the event an employee is demoted or reverted during his probationary period, he shall be eligible for any increases he normally would have received had he not been promoted.

(B) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in that class prior to promotion. A permanent employee, who is demoted as

the result of a layoff and not for cause, shall have his rate of pay in the lower class set at a step within the salary range which provides either no decrease in pay or the smallest decrease in pay possible.

(C) When a transfer not involving promotion or demotion is made from one position to another within the same Department, the base pay of the transferred employee shall remain unchanged.

(D) Employees who have been classified as Equipment Operator I's for seven (7) years or more and have a Class "A" CDL license, or who have twenty-five (25) years or more of service, of which at least seven (7) shall be as an Equipment Operator I, shall be given a performance based exam to promote to Equipment Operator II. Employees who pass the exam will be reclassified as Equipment Operator II's. The performance based exam shall be given at least quarterly provided there are employees eligible to take such exam.

14.3 The following administrative procedures shall be adhered to by the activity head in the implementation of the pay plan for employees in the bargaining unit.

(A) Entrance Salary Determination.

1. Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to maximum rate within a salary range shall be by seventeen (17) successive steps, A thru Q, two and one-half percent between each step, as set forth in attached Appendix "A-1". Upon recommendation of the immediate supervisor, the County Manager may approve initial compensation at a higher rate than the minimum rate in the range for the class when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. In the latter case, any incumbents receiving a lower rate shall have their rates increased to the rate established for entrance of new employees.

2. New hires within the bargaining unit will serve a one hundred and eighty (180) day probationary period. Bargaining unit employees promoted within the bargaining unit will serve a ninety (90) day probationary period.

3. When an employee is promoted to a classification with a higher base rate of pay, the pay rate of that employee shall

be increased to at least 2 1/2% percent over the rate received immediately prior to promotion.

(B) Advancement within a Salary Range.

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

2. Normal progression through the steps of the pay plan for employees will be in accordance with the following procedures after proper authorization (see Paragraph B (3)). After an employee receives his step increase upon completion of the probationary period, he may be granted successive step increases on February 1st following completion of the probationary period until he reaches step Q. For FY 2016-2017 employees will receive a two and half percent (2.5%) COLA in lieu of the annual step increase in accordance with 14.1(A), however it is understood that annual evaluations will still be required as stated in this article.

All employees in the bargaining unit shall be evaluated at the same time. Thereafter, employees shall be re-evaluated each year effective February 1st. Employees, who are eligible for evaluation between October 1st and January 31st, shall be evaluated at that time. However, it is understood that employees who receive a step increase between October 1st and January 31st, shall not be evaluated until February 1st of the next fiscal year. Thereafter, these employees shall be re-evaluated on February 1st of each succeeding year. Employees shall receive a copy of the completed evaluation.

Employees on an extended leave of absence for a period of two (2) months or more, who are not on the active payroll as of February 1st, will not be considered for evaluation until they return to work. Upon return to work, the employee will be eligible for evaluation after ninety (90) days. If the employee receives a satisfactory rating, the employee will receive a step increase retroactive to the date the employee returned to work.

Administrative Salary Increase: The County Manager may grant an administrative salary increase, based upon the recommendation of the Agency Head, up to a two (2) step increase to employees for above satisfactory performance as reflected on the employee's annual performance evaluation. Administrative salary increases shall not cause an employee to exceed the maximum of the pay range for the class to which the employee is assigned. This increase is in addition to other step increases provided for in this Article.

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

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

Date on which an employee received a step increase.

Cost of living adjustments or general increases shall not be considered as the date of last increase.

3. The appropriate supervisor shall recommend in writing to the activity head the advancement in salary of each employee who has met the requirements for pay advancement as provided in Paragraph B (2) above. If the employee's performance has not been considered satisfactory during the time period involved, his step increase may be delayed pending improvement. Employees who have had their step increase delayed shall be reevaluated quarterly. Evaluation for satisfactory service shall be standard in writing throughout the bargaining unit with each activity using the same evaluation procedure herein attached as Appendix B. The Employee shall be advised in writing as to the reason his step increase was not granted at the appropriate time, with a copy to the union steward, and if the employee feels the reason was not just cause for denial, he may use the grievance procedure and it will be inserted at Step II. All recommendations for salary advancement within grade shall bear the approval and recommendation of the employee's immediate supervisor and the activity head.

4. Requirements for advancement within the pay grades of the pay plan as specified in the above procedure shall require continuous, satisfactory service with the county.

14.4 Any employee performing the duties of any classification above his/her permanent classification and is assigned to that higher classification by an immediate supervisor, shall receive pay at the rate of that higher classification, provided the employee works two (2) or more hours in that higher classification. The

rate of pay for the higher classification shall be an increase of five percent (5%) or the entrance level of the position they are filling, whichever is greater. The employee shall receive pay based on the rate provided within the salary range of the employee whom he/she replaces. It shall be the responsibility of the employee to fill out and return the form specifying the hours worked by the employee to the payroll clerk before the end of the pay period. The supervisor, who makes the assignment, will initial the out-of-classification form.

Employees who are temporarily assigned the duties of any classification above his/her permanent classification as provided above, shall be required to possess the appropriate driver license required by the current job specifications to operate the specific equipment or vehicle the employee is assigned to drive and/or operate while temporarily assigned to the higher classification.

14.5 After successful completion of the first two (2) years of the Northeast Florida Builders Association four (4) year apprenticeship program and a minimum of one (1) year working as a Technician I, a Technician I shall be reclassified as a Technician II. A Technician I reclassified as a Technician II for completing the first two (2) years of the Northeast Florida Builders Association apprenticeship four (4) year program will receive a step increase after ninety (90) days.

After successful completion of the Northeast Florida Builders Association four (4) year apprenticeship program and a minimum of one (1) year working as a Technician II, a Technician II shall be reclassified as a Technician III. A Technician II reclassified as a Technician III for completing the four (4) year Northeast Florida Builders Association apprenticeship program will receive a step increase after ninety (90) days.

ARTICLE 15 - INJURY-IN-THE-LINE-OF-DUTY

15.1 Any employee covered by this agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment by the Public Employer shall, upon presentment of a doctor's certificate, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to the following benefit:

(A) During the first 720 hours of such disability, said employee shall receive pay based upon one hundred percent (100%) of regular straight-time wages reduced by the workers' compensation indemnity payable.

Claims. Any such employee who has any claim for compensation under this section shall file a claim in the manner prescribed in Chapter 440, Florida Statutes, by the end of each month during which such absence has occurred. The appointing authority may approve such claims when it is satisfied that the claim correctly states the facts and that such claim is entitled to payment.

ARTICLE 16 - EMPLOYEE BENEFITS

16.1 In the event of an employee's death, payment shall be made for any and all unused accrued overtime, vacation leave, sick leave, holiday time, and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law, except those employees hired on or after February 1, 2013, whose accrued PTO shall be paid in accordance with Article 25.9 of this agreement and only in the following sequence: to the wife or husband; or to any child or children over the age of eighteen (18); or the father or mother; or thereafter to the designated administrator of the deceased employee's estate.

16.2 Where an employee is required to use his personal automobile in the performance of his duties, he will be reimbursed for operating expenses at the rate per mile traveled as prescribed by Chapter 112, Florida Statutes. Parking space will be provided for employees who are required to use their personal vehicle as a condition of employment in the performance of their duties.

16.3 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting.

16.4 The Public Employer agrees to continue to provide employees with a basic hospitalization and life insurance program at no cost to the employee.

The Employer agrees to continue to provide the same basic hospitalization coverage for the employee's eligible dependents who have their family covered under the group health plan. All employees hired on or after October 1, 2005, will be responsible for 100% of the dependent monthly health premium for all classes of dependents health coverage.

The Employer agrees to provide the same basic hospitalization coverage for the retired employee hired on or after October 1, 2005 using the guidelines below:

Years of Service With Nassau County	Benefits Received if Retiring from Nassau County
15	Nassau County will pay 50% of employee only coverage until the age of 65.
20	Nassau County will pay 65% of employee only coverage until the age of 65.
25	Nassau County will pay 70% of employee only coverage until the age of 65.
30	Nassau County will pay 100% of employee only coverage until the age of 65.

The Employer agrees that in the event that the Employer desires to change insurance carriers, to modify or change the basic hospitalization benefits provided to employees in the bargaining unit, the Employer will notify each member of the Union by sending out Open Enrollment packets prior to the effective date of such change.

16.5 The Employer agrees to provide a tool allowance to employees classified as P.M. Mechanic's, Heavy Equipment Mechanic's or Heavy Equipment Fabricator, consisting of reimbursement of up to six hundred dollars ($600.00) a year upon presentation of an itemized receipt showing the description and cost of each tool purchased. Purchase of such tools shall be limited to only tools used in the performance of the employee's assigned duties. Upon presentation of the receipt, reimbursement shall be processed and paid to the employee promptly from the date the employee provides the receipt to the Employer.

ARTICLE 17 - SAFETY AND HEALTH

17.1 The Public Employer agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by Federal, State and Local Law. The Public Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist, if such unsafe practices and health hazards have been recognized as such by the Public Employer's in-house safety committee.

17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Public Employer in accordance with established safety practices. Such practices may be improved from time to time by the Public Employer upon recommendations from the Public Employer's in-house safety representatives. The Union may submit safety recommendations from time to time. Such protective devices, apparel and equipment, when provided, must be used and the Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be cause for disciplinary action.

In those activities where safety shoes and/or shirts are required to be worn, the Employer the following procedure shall be observed:

The Employer shall provide eligible employees with an allowance check for $150.00 for the purchase of safety shoes on the first payday in the month of February of each year. Such shoes shall meet appropriate ANZI standards as determined by the Employer. Additionally, the Employer will furnish each employee with ten (10) uniform shirts and ten (10) tee-shirts each year (with pockets). The employer will assure that all employees receive their tee shirts by February 1st of each year.

Employees are restricted from altering any Employer issued uniforms and are required to wear such uniforms while on duty. Laundering of uniforms will be the employee's responsibility, not the Employers.

17.3 Clean and adequate restroom facilities, including showers, shall be provided at the discretion of the Public Employer, if such restrooms and shower facilities are recommended by the Safety and Health Advisory Committee. If within the discretion of the Public Employer, the employee, from a work incident is required to change clothing, he may be allowed leave with pay to do so.

17.4 No employee shall be directed to operate unsafe equipment or to perform acts considered to be unsafe as the same are

identified by the Advisory Safety and Health Committee.

17.5 The Public Employer agrees to provide first-aid kits to be accessible to employees. The Public Employer agrees to provide transportation for employees to and from medical facilities if an injury on the job requires such transporting.

17.6 The Public Employer agrees to furnish at no cost to the employee, bottled water, gator aid, ice, water, cups, safety vests, water repellant boots, and work gloves where necessary. No employee shall be directed to perform work in any rain or water without the proper wearing apparel, which will be furnished by Nassau County.

17.7 The Public Employer agrees to provide ice at each work reporting location.

17.8 The Employer agrees to make Hepatitis-B and tetanus shots available to employees.

17.9 Employees in the bargaining unit who complete any twelve (12) consecutive months without incurring an injury in the line of duty shall be entitled to one (1) bonus day off with pay at the completion of the twelve (12) month period, at the employee's normal straight time rate. Bonus days shall be scheduled off when mutually agreeable with management, but must be taken off within the twelve (12) month period after it is earned.

ARTICLE 18 - BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each work location where the employee is required to report for work assignments. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the decor of the above locations, and with the approval of the Public Employer.

18.2 The Union agrees that it shall use space on bulletin boards provided for in Section 18.1 above, only for the following Purposes:

Notices of union meetings

Union elections

Reports of union committees

Rulings and policies of the Union

Recreational and social affairs of the Union

Notices of public bodies

Posting of Union Benefits

18.3 No material, notices or announcements shall be posted by the Union which contain anything political or controversial or anything adversely reflecting upon Nassau County, its agencies, its employees, or any labor organization among its employees. Any proven violation of this section by the Union shall entitle the Public Employer to cancel immediately the provisions of this section and to remove that bulletin board or the partial use thereof.

ARTICLE 19 - OTHER LEAVE

Jury Duty

19.1 (A) Any employee in the bargaining unit who is required to perform jury service during his normal working hours in any court shall be paid his regular salary. The employee summoned as a juror shall notify his supervisor immediately by furnishing a copy of his summons. An employee who reports for jury duty and is dismissed prior to 12:00 o'clock noon time, shall not be required to report to work for the remainder of the working day. The employee on jury duty shall not be required to forfeit any compensation received as a result of serving as a juror.

(B) If an employee is absent from work, in order to serve as a witness in a case before a court of law in which the employee is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena, the employee shall be paid for those hours for which said employee is absent from work during his regularly scheduled working hours, and will not be required to forfeit any compensation received for witness fees, providing said employee submits evidence of such service as a witness to the appropriate Supervisor.

Military Leave

19.2 (A) Leaves of absence and re-employment rights of public employees inducted into the military service shall be contained in Title 38, USC ss 2021, effective December 3, 1974, and as the same may be amended from time to time.

(B) Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend annual training periods shall be allowed not more than seventeen (17) working days with pay to attend such training periods. Such training leave shall not be deducted from annual vacation leave, PTO or in any other way result in loss of privileges or compensation to said employee. Employees requesting this annual military training leave are responsible for notifying their supervisors as soon as possible on the dates for such training periods and to provide an official set of orders.

(C) Employees who are members of the reserve components mentioned above and who are required to attend regularly scheduled training assemblies throughout the year, may upon due notice and request, apply for vacation or PTO leave to attend these military training assemblies when they are scheduled to be on duty, provided it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the

dates when they are scheduled for these training assemblies which conflict with their normal work schedules.

Bereavement Leave

19.3 (A) Each employee in the bargaining unit shall, at the time of death of a member of his immediate family be granted three (3) days of leave with pay, for the purpose of attending to the necessary arrangements for the deceased. Immediate family is defined as the spouse, the grandparents, grandchildren, parents, brothers, sisters and children of both the employee and the spouse.

Employees shall be granted one (1) day of leave with pay (day of the funeral) for brother-in-law, sister-in-law, niece, nephew, uncle, aunt and also other relatives who permanently resided with the employee. Employees who attend a funeral on the weekend of a brother-in-law, sister-in-law, uncle, aunt, or other relative who permanently resides with the employee, shall be granted one (1) day of leave with pay as bereavement leave as follows;

Employees who attend a funeral on Saturday, shall be granted bereavement leave on the preceding Friday, and employees who attend a funeral on Sunday shall be granted bereavement leave on the following Monday.

When required to do so, the employee shall furnish proof of such leave requirement.

(B) Employees shall upon request, and with the approval of the activity head, be granted up to four (4) hours funeral leave, without loss of pay, to either attend or serve as an active pall bearer at the funeral of a co-worker.

ARTICLE 20 - SEVERABILITY

20.1 In The event any article, section or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision, and upon issuance of such decision, the Public Employer and the Union agree to immediately negotiate a substitute for the invalid, dated article, section or portion thereof.

ARTICLE 21 - SAVINGS CLAUSE

21.1 The Public Employer retains all rights, power, functions and authority it had prior to the signing of this contract except as such rights are specifically relinquished or abridged in this contract.

21.2 All matters pertaining to terms of employment and working conditions guaranteed by law to employees within this bargaining unit shall apply to the extent that they are not in conflict with the provisions of this agreement.

ARTICLE 22 - TIME CLOCKS

22.1 The Public Employer, in its sole discretion, may employ time clocks for control and pay purposes. The time clock procedures shall be applied uniformly at each work reporting location.

To ensure that all time clock procedures are applied uniformly at each work reporting location, as referenced in Article 22.1 of the Collective Bargaining Agreement, please be reminded of the following procedures for all applicable departments:

ALL overtime must be approved in advance by a supervisor as referenced in Article 13.8 of the Collective Bargaining Agreement.

The use of a time clock is designed to accurately record actual hours worked for purposes of calculating an employee's correct compensation. Thus, employees shall not clock in before their scheduled work time. Employees also shall not adjust their clock-in times to account for arriving late to work (i.e. an employee may not arrive to work 25 minutes late and then clock out 25 minutes late to account for arriving to work late that day).

ARTICLE 23 - SENIORITY

23.1 Seniority shall be defined as the length of continuous employment with Nassau County. Seniority shall be acquired by a full-time employee after satisfactory completion of the probationary period, at which time seniority shall be retroactive to the first day of employment. For purposes of promotion or transfer, seniority is determined by the length of continuous service in the department/division where the position is posted. If the most senior employees share the same seniority date with the County and the department, the employee's seniority for promotional or transfer purposes shall be determined by adding the last four (4) digits of the employee's social security number together. Employees with the highest sum of numbers will considered the most senior for purposes of this section.

23.2 In the event of layoff or reduction in force, employees shall be laid off in the inverse order of seniority within job classes within the Department in which the layoffs occur. Employees laid off shall have the right to bump or replace an employee with less county seniority in a lower classification within the Department the layoff occurs and for which the employee qualifies. Employees may bump an employee in a different department with less county seniority who is assigned to the lowest pay grade in that Department provided such employee meets the minimum qualifications for the position he is filling.

After a layoff has taken place, and in the event the Employer decides to hire employees to fill positions which were vacated by employees laid off of the job, such employees shall be recalled for up to six (6) months after layoff to the classification and department from which they were laid off by seniority. The most senior employees laid off shall be the first employees called back to work.

23.3 If an employee transfers from one department to another, he shall carry with him county seniority that he has already acquired for purposes of leave accrual, longevity and retirement only.

23.4 Seniority shall accumulate while on the active payroll and during periods of approved absences with or without pay. Seniority is not broken when an employee is on an approved leave of absence with or without pay, but seniority does not accumulate beyond six (6) calendar months.

23.5 Seniority shall be broken when an employee:

A. Resigns

B. Is discharged for cause.

C. Exceeds an authorized leave of absence.

23.6 Any employee who is laid off for any reason other than cause as defined in Article 9, shall receive severance pay in the amount of their normal wages as follows:

Beginning the 2nd year through the 5th year:	15 working days
Beginning the 6th year through the 10th year:	20 working days
Beginning the 11th year through the 15th year:	35 working days
Beginning the 16th year:	40 working days

ARTICLE 24 - JOB QUALIFICATIONS AND PROMOTIONS

24.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for fourteen (14) calendar days. If an employee has not had a reasonable opportunity to apply for the position during the fourteen (14) calendar day posting period, the Employer will extend the posting period five (5) calendar days. A copy of the notice of job openings will be given to the appropriate union steward at the time of posting. Applicants shall be notified in writing of their acceptance or rejection when the Public Employer determines which applicants will be offered employment in the posted job opening.

24.2 For purposes of this agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Appendix A) for which funds have been appropriated.

24.3 Among employees who apply for a promotional opportunity, the employee with the greatest seniority pursuant to Article 23.1 shall be promoted to the position, provided such employee possesses the required licenses, certifications, registrations, or education required within the job description.

24.3(A) Employees wishing to promote will be required to complete the training program as outlined in APPENDIX E (Attached)

24.4 Any employee that feels he was unjustly passed over for promotion shall have the right to appeal his rejection through the grievance procedure starting with Step II.

24.5 Whenever it is necessary to fill a position in the classified service on a temporary basis due to the incumbent, whether he or she is on probation or permanent, being off work on sick leave, leave of absence, PTO or any other reason, this temporary assignment shall be made by management. Management shall determine job qualifications, provided such determination is limited to those factors directly required to perform the job. In the event of an absence exceeding two (2) or more successive days, or in the event the employee whose absence resulted in the need to fill the position temporarily arranged for his/her absence in advance, or if the Employer elects to fill a position other than due to the absence of an employee as outlined above, the qualified employee with the greatest seniority shall be appointed from the same yard where the position is being filled, where at all possible.

Employees who feel they have been unfairly denied the temporary

appointment may utilize the grievance procedure. When an employee is temporarily assigned to duties outside his or her job specification for a period of time exceeding ten (10) working days, the activity head shall notify the employee in writing of the proposed duration of such assignment. Any such temporary assignment shall not exceed ninety (90) days without review by the activity head to determine if the temporary position should be filled by promotion.

The County Manager or his designee shall review the assignment of employees to temporary positions as provided above on a monthly basis. The Employer and the Union agree to meet upon request of either party to review the assignment of employees to temporary positions.

24.6 Upon promotion and in accordance with other sections of Article 24, an employee promoted to a position for which he or she was previously assigned in a temporary capacity, shall be credited with a combined total of time actually served in that capacity towards the completion of the probationary period.

24.7 All employees within the bargaining unit shall be covered by a written description of his job duties in the form of employee job specifications.

If Nassau County, or their designees, determines that the employees' job specifications need to be changed, added to, deleted, or amended, the Employer will notify the Union of the intended changes. Copies of the proposed changes will be forwarded to the Union along with the above notification. The Union and the Employer will meet upon the request of either party to discuss the proposed changes prior to any changes being made. Changes, additions, deletions or amendments must bear the signature of the Business Manager prior to finalization. After finalization, a copy of the revised specifications shall be forwarded to the Business Manager of the Union and all Union Steward's in the department to which the job specifications apply as soon as is possible.

24.8 Vacant budgeted positions as well as temporary positions will be filled as soon as possible and no later than one-hundred and eighty (180) days from the date the positions were vacated.

24.9 Employees covered under this Agreement prior to October 1, 1999, shall not be required to possess a high school diploma or GED in order to promote or advance to positions within the bargaining unit.

ARTICLE 25 - PAID TIME OFF (PTO)

25.1 All full-time employees, hired after February 1, 2013, shall accrue Paid Time Off (PTO) Leave. Regular part-time employees, hired after February 1, 2013, shall be eligible to accrue PTO Leave based on a pro-rated basis.

25.2 Eligible employees will accrue PTO Leave for hours worked in their regular scheduled workweek.

Regular Part-time employees shall accrue PTO Leave on a prorated basis based upon the total number of hours worked.

Employees shall continue to accrue PTO Leave while using such leave with pay.

25.3 Regular full-time employees shall accrue PTO Leave in accordance with the following formula:

Years of Employment	**Hours Per Year**
0 through the end of the 4th year	140
5 years through the end of the 14th year	160
15 years through the end of the 19th year	180
20 years and over	200

For purposes of calculation, new employees will begin to accrue PTO Leave during the first full pay period, after employment.

Accrued PTO Leave not used during the year in which it is accrued may be accumulated subject to the following limitations:

PTO Leave earned in excess seven-hundred-twenty (720) hours, shall be used by the end of the fiscal year. Employees with leave in excess of the maximum amount may request to sell back the excess amount at fifty percent (50%) of their current hourly wage, or request a transfer of the excess amount to their personal Illness Leave Bank. Illness Leave Banks will have no future cash value for purposes of sell back and shall only be used in such cases of sickness/illness. For purposes of sell back to the County, sell back shall only be for the hours above the seven-hundred-twenty (720) hours accrued as of September 30th of each year. Said payment shall be in the first payday in December.

25.4 After completion of ninety (90) days of employment, the employee shall be eligible to use such leave as accrued, subject to approval by the Department Head.

PTO Leave May Be Granted For:

1. Vacations

2. Absences due to illness as defined in XX.8 of this agreement.

3. Absences due to the death of a family member.

4. Absences for transactions of personal business.

5. Religious holidays other than those designated by the Board of County Commissioners.

6. Absences from work not covered by another type of leave.

25.5 Holidays occurring while an employee is on approved PTO Leave shall not be charged against his/her PTO Leave balance.

*Employee's will not be charged PTO Leave for absences from work that are covered by other types of paid leaves such as military training, bereavement, jury duty and holidays. Please reference each specific Article of this agreement for complete lists and qualifications of these paid leaves.

Employees hired on or after February 1, 2013 are not eligible to accrue bonus leave for non-use of sick leave or personal holidays.

Employees can accrue Safety and Health Bonus leave in accordance with Article 17.10.

25.6 PTO leave requests may be taken when requested by the employee in writing and approved by the appropriate supervisor in writing. Requests for leave must be submitted in writing at least two (2) weeks in advance for leave of five (5) or more consecutive work days. Requests for leave of less than five (5) consecutive work days should be submitted on a day for day basis. Scheduling of leave will be based on seniority and classification within the department for the first request of five (5) days or more.

No employee will be granted PTO Leave for time that has not accrued prior to the requested leave period.

All PTO leave and compensatory time may be posted on bulletin boards at the yards quarterly.

25.7 Department Heads can consider same day requests for illnesses.

Such leave will be granted during a genuine illness of the employee

or the serious illness of a member of his immediate family residing in Nassau County and/or employee's county of residence. Leave for illnesses will not be granted to perform the duties as a pallbearer. If unusual circumstances exist, upon request, additional leave may be granted by the Public Employer. All employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this section. Uses of PTO leave for illnesses in any fiscal year shall not require a certificate from a medical doctor, unless the period of absence is in excess of three (3) normally assigned work days, or the employee has no accrued PTO leave remaining on the books, in which case a doctor's certificate shall be required no later than the date the employee returns to work. Employees shall provide the doctor's certificate to the Department Head or their designee before or immediately after clocking in. Employee's providing a doctor's certificate shall not be subject to discipline. The certificate shall state the employee's capacity for resuming assigned duties, consisting only of duties employees are restricted from performing due to their illness/injury.

All employees when required by the Public Employer will telephonically notify their supervisor or his designee reasonably in advance of their scheduled reporting time on the first day of their intended absence due to illness. The employee will furnish adequate explanation of his illness to his supervisor to determine that such leave should be allowed. Absences under illness leave conditions will be subject to investigation by the appropriate supervisor. An employee will be counseled if it appears that he is using an excessive amount of PTO leave for illnesses as determined by the Public Employer. The Public Employer has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on Public Employer time and at the Public Employer's expense.

Should an employee be absent due to illness and fail to comply with the rules and regulations covering such leave, such employee shall be charged with an unauthorized absence.

PTO leave for illnesses will be charged only against an employee's regular work day and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime work days, or holidays.

25.8 Employees who resign or separate for any reason other than retirement from the County are not eligible for any payout of accrued PTO Leave.

Employees who separate because they retire in accordance with the Florida Retirement System (FRS) or beneficiaries of employees who pass away shall be paid a lump sum payment for any unused PTO Leave based upon the following scale:

Years of Completed Service with Nassau County	Accruals Paid Out
10 through 19	1/3
20 through 29	2/3
30 +	100%

PTO Leave payouts for retiring employees will be included in their final paycheck when possible.

In the case of death of an employee, payment for unused PTO Leave shall be made to his/her beneficiary, estate or as provided by law. Such payment shall be made within six (6) months after notification of the deceased's legal representative when possible and shall be at the employee's hourly rate of pay at the time of passing.

Employees shall be paid for unused PTO Leave upon layoff due to a Reduction in Force. Such payment shall be made at one hundred percent (100%) of the individuals' current rate of pay and shall not exceed the maximum of seven-hundred-twenty (720) hours.

25.9 PTO Leave, as a recognized benefit extended by the Board of County Commissioners to its employees, will be subject to the following restrictions:

1. The minimum charge for PTO Leave shall be one-half (1/2) hour.

2. PTO Leave may not be taken until earned.

3. Employees are not eligible to use accumulated PTO Leave during their initial ninety (90) day probationary period.

4. Employees who are on an approved leave without pay or in a non-pay status will not accrue PTO Leave once all PTO Leave is exhausted, except as approved under the County's Workers' Compensation policy. Accrued leave is considered exhausted when the only available leave used in any pay period is the leave which was accrued from the previous pay period. Donations of leave are not considered when determining non-pay status for the purposes of leave accruals.

5. PTO Leave may not be paid to employees separating for any

reason other than retirement.

If due to circumstances beyond the employee's control, the accrued PTO Leave (over maximum amount) is unable to be taken in the fiscal year in which it is accrued, the County Manager shall review and approve additional time for which to use the PTO Leave.

25.10 When any employee transfers from one BOCC department to another all PTO Leave accrued under the previous department is retained. Payment for accrued PTO per this policy shall be made at the employee's rate of pay at the time of payment.

Employees may not transfer accrued Annual Leave, Sick Leave, PTO, etc. from County Constitutional Offices, Federal, State, County or Local Government Agencies; University or Community College systems; School Boards; or Special Tax Districts.

25.11 Nassau County acknowledges that there may be rare and unusual circumstances that may require employees to need an additional bank of PTO Leave available for use during sickness or illnesses, therefore the Illness Leave Bank is available with the following terms and conditions.

Accrual Of Illness Leave Banks
Employees who have reached the maximum of seven-hundred-twenty (720) hours and who have an overage at the end of the fiscal year may opt to transfer their PTO Leave over the maximum allowed into their personal Illness Leave Bank in accordance with "Accrual Of Full Time PTO Leave" above. Accrual of leave for the purposes of Illness Leave Banks shall have no maximum amount

Use of Illness Leave Banks
After the employee has exhausted all other PTO Leave accruals the employee may be granted use of their Illness Leave Bank only for instances involving sickness or illness of the employee or their spouse, children or parents

Restrictions
Illness Leave Banks, as a recognized benefit extended by the Board of County Commissioners to its employees, will be subject to the following restrictions:

1. The minimum charge for Illness Leave Banks shall be one-half (1/2) hour.

2. Illness Leave Banks are not eligible to use until all other PTO Leave is exhausted.

3. Illness Leave Banks are only eligible for use for instances involving sickness or illness of the employee

or their spouse, children or parents.

4. Leave transferred to the Illness Leave Bank at the employees request, will have no future cash value for purposes of sell back.

25.12 Employees may elect to donate leave to other employees of the Nassau County Board of County Commissioners under the following terms:

1. Employees may only donate leave (either PTO or Illness Leave Bank) to other employees whom have exhausted all other forms of paid leave and are in need of the leave during the applicable time of donation.

2. Donations of leave will only be granted in such cases where the receiving employee is out due to sickness or illness of the employee or their spouse, children or parents.

3. The minimum charge for donating leave shall be one-half (1/2) hour.

4. Employees must complete and submit the donation of leave form to their department head for approval of donations.

5. Donations of leave will only be transferred to the receiving employees leave bank on an as needed basis. If the receiving party returns to work before exhausting all of the donated leave the donation will be considered expired and the remaining donation will remain in the bank of the donator's PTO or Illness Leave Bank.

ARTICLE 26 - ENTIRE AGREEMENT

26.1 The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Public Employer and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this agreement. This article shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this agreement.

26.2 This agreement, upon approval and ratification, unless otherwise provided, shall become effective October 1, 2016 and shall remain in effect through September 30, 2019. Article 14 (Wages) and two (2) other articles may be reopened in 2017 and 2018 at the request of either party.

26.3 This agreement shall remain in full force and be effective during periods of renegotiations.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have caused this Agreement to be signed in their respective names by their respective representatives and have executed this Agreement.

Ronnie Burris
Business Manager

10-11-16
Date

William Allen
Union President

10-13-16
Date

Walter J. Boatright
Chairman, Board of County
Commissioners, Nassau County

10-19-16
Date

Ted Selby
County Manager

10-19-16
Date

Michael S. Mullin
County Attorney

10-19-16
Date

COUNTY OF NASSAU

STATE OF FLORIDA

(SEAL)

ATTEST:

John A. Crawford

Its: Ex-Officio Clerk

MES
10.19.16

APPENDIX A-1 - PAY PLAN (Effective October 1, 2016)

2.5% COLA in lieu of Annual 2017 Step Increase

Pay Grades/Steps	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
630BU/G7	11.38	11.66	11.96	12.26	12.57	12.87	13.20	13.53	13.87	14.22	14.58	14.94	15.31	15.69	16.08	16.48	16.89
630BU/G9	11.70	11.99	12.29	12.60	12.92	13.23	13.57	13.91	14.26	14.62	14.99	15.36	15.74	16.13	16.53	16.94	17.36
630BU/G8	11.99	12.29	12.60	12.92	13.24	13.57	13.91	14.26	14.62	14.99	15.36	15.74	16.13	16.53	16.94	17.36	17.79
630BU/G10	12.49	12.80	13.12	13.45	13.79	14.13	14.48	14.85	15.22	15.60	15.99	16.39	16.80	17.22	17.65	18.09	18.54
630BU/G11	13.54	13.88	14.23	14.59	14.94	15.32	15.70	16.10	16.50	16.91	17.33	17.76	18.20	18.66	19.13	19.61	20.10
630BU/G12	13.84	14.19	14.53	14.90	15.27	15.65	16.05	16.45	16.86	17.28	17.71	18.15	18.60	19.07	19.55	20.04	20.54
630BU/G13	13.92	14.27	14.62	14.99	15.36	15.74	16.14	16.54	16.95	17.37	17.80	18.25	18.71	19.18	19.66	20.15	20.65
630BU/G14	14.79	15.16	15.54	15.93	16.32	16.73	17.15	17.58	18.02	18.47	18.93	19.40	19.89	20.39	20.90	21.42	21.96
630BU/G15	15.49	15.88	16.28	16.68	17.10	17.53	17.96	18.41	18.87	19.34	19.82	20.32	20.83	21.35	21.88	22.43	22.99
630BU/G16	15.99	16.39	16.80	17.22	17.65	18.09	18.54	19.00	19.48	19.97	20.47	20.98	21.50	22.04	22.59	23.15	23.73
630BU/G17	16.83	17.26	17.69	18.13	18.58	19.04	19.53	20.01	20.51	21.02	21.55	22.09	22.64	23.21	23.79	24.38	24.99
630BU/G18	17.15	17.58	18.02	18.47	18.93	19.40	19.90	20.39	20.90	21.42	21.96	22.51	23.07	23.65	24.24	24.85	25.47
630BU/G19	17.89	18.34	18.79	19.26	19.74	20.23	20.75	21.26	21.79	22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55
630BU/G20	18.00	18.45	18.91	19.38	19.86	20.37	20.88	21.40	21.94	22.49	23.05	23.63	24.22	24.83	25.45	26.09	26.74
630BU/G21	18.09	18.54	19.00	19.49	19.97	20.47	20.98	21.50	22.04	22.59	23.15	23.73	24.32	24.93	25.55	26.19	26.84
630BU/G22	18.46	18.92	19.40	19.89	20.38	20.89	21.41	21.95	22.50	23.06	23.64	24.23	24.84	25.46	26.10	26.75	27.42
630BU/G24	22.47	23.03	23.61	24.20	24.81	25.43	26.07										

Contract No. CM2372

NOTES

630BU/G7 - Custodial Worker, Landfill Spotter (Not Active), Maintenance Helper, Shelter/Center Attendant, Weighmaster (Not Active)

630BU/G8* - Building Maintenance Technician I, Grounds Maintenance Technician I (Not Active)

630BU/G9 - Operator Trainee (Not Active)

630BU/G10 - Truck Driver, Grounds Maintenance Technician, Senior Shelter/Center Attendant

630BU/G11 - Animal Control Officer

630BU/G12 - Preventive Maintenance Mechanic

630BU/G13 - Custodial Foreman.

630BU/G14 - Building Maintenance Technician II, Building Maintenance Technician II (Certified Water Operator), Grounds Maintenance Technician II (Not Active), Parks and Recreation Technician II

630BU/G15 - Equipment Operator I, Landfill Operator I (Not Active), Water and Sewer Maintenance I

630BU/G16 - Traffic Sign Technician I, Water and Sewer Operator I

630BU/G17 - Heavy Equipment Fabricator, Heavy Equipment Mechanic

630BU/G18 - Equipment Operator II, Landfill Operator II (Not Active), Convenience/Recycle Center Closure Operator

630BU/G19 - Traffic Sign Technician II, Water and Sewer Maintenance II

630BU/G20 - Foreman, Solid Waste Foreman

630BU/G21 - Building Maintenance Technician III, Parks and Recreation Technician III

630BU/G22 - Water and Sewer Operator II**

630BU/G24 - Journeyman Equipment Operator

* No approved Parks and Recreation Technician I.
** Water and Sewer Operator II that performances as Lead Operator will received extra 5% of his/her hourly rate.

APPENDIX B - EMPLOYEE PERFORMANCE EVALUATION SYSTEM

These procedures have been developed to implement Section 19.05(5) of Chapter 67-1320, Laws of Florida which directs Nassau County to:

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

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

I. OBJECTIVES

A. The primary objective of this Employee Performance Evaluation System is to provide for improved employee performance.

B. This Employee Performance Evaluation System will also provide;

1. Better communications between employees and supervisors.

2. Better understanding of job duties and responsibilities.

3. Identification of training needs.

4. Supportive documentation for merit and disciplinary action.

II. PERFORMANCE EVALUATION FORMS

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

III. PERFORMANCE EVALUATION DATES

A. Mid-way through the probationary period. The completed form is due in the Personnel Department no later than

fifteen (15) working days after the mid-probation date.

B. At the end of probation. This evaluation must be completed no earlier than the beginning of the final month of the probationary period and no later than the last day of the probationary period. If the probationary period is extended, the Personnel Department must be notified immediately. The completed form is due in the Personnel Department no later than fifteen (15) working days after the end of probation date.

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

D. Within ninety (90) days after an overall performance evaluation rating of Below Satisfactory is given.

IV. THE PERFORMANCE EVALUATION

A. Conduction and Reviewing the Performance Evaluation

1. The rater shall be the appropriate Supervisor as defined in the County=s organizational chart. The rater together with the person to whom the employee normally reports shall complete the Employee Performance Form and discuss it with the employee. In those cases where an employee may be assigned work by various supervisors, the appropriate Supervisor will make rating decisions after consulting with others for whom the employee has performed work.

2. The appropriate Department Head shall be the reviewer. All ratings must be reviewed. Before the reviewer signs the form, the ratings should be discussed and any differences of opinion should be resolved. The reviewer shall not change the original rating; however, unresolved differences may be noted by comments on the evaluation form by the reviewer. In some cases the rater and reviewer may be the same. In such cases, their will be no review of the completed evaluation before the evaluation is concluded.

3. Upon completion of the review by the appropriate Supervisor, the activity head shall review and shall have final approval of all evaluations.

B. The Performance Evaluation Conference

1. Review the employee's job specification prior to the conference.

2. Choose a quiet location where you will not be interrupted for the conference.

3. First, discuss the employee's strong points.

4. Discussion of the employee's weak points should be a foundation for development. At this point, a program of suggestions and improvements should be outlined in Section E, Performance Improvement Plan, of the Performance Evaluation Form.

5. Evaluations for an employee should always be based on observable, objective facts.

6. To close the conference, summarize the major points discussed and the future goals that were established.

C. Completion of the Employee Performance Evaluation Form:

Section A. General Information. Fill out all spaces as instructed.

Section B. Performance Factors To Be Evaluated.

1. List the factors which make up the overall job. These factors should consist of specific duties performed and other measurable job-related factors in areas such as attendance, quantity of work, meeting deadlines, etc. Job factors should be developed from class specifications, your knowledge of the job, and any other resources available to you. Each job factor should describe a tangible, observable action or series of actions. Upon assignment to a position an employee is to be given a list of the job factors pertaining to that position.

2. Examples of job factors are provided on the sample Performance Evaluation Forms.

3. The rating scale to be applied to each job factor consists of Satisfactory, Above Satisfactory and Below Satisfactory. An explanation of each value is found on the evaluation form.

4. Unable To Appraise should be indicated

for duties not regularly assigned to the position held by the employee being evaluated or for duties which were not performed during the current performance evaluation period.

Section C. Overall Rating

1. An overall rating of job performance is to be indicated in the appropriate space, based on the collective ratings for the job factors listed in Section B.

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

Section D. Explanation of Above Satisfactory and Below Satisfactory.

1. All ratings of Above Satisfactory or Below Satisfactory must be fully explained, with specific examples given.

2. The extent to which performance exceeds or fails to meet job requirements should be clearly described.

Section E. Performance Improvement Plan

1. This section is to be used for development of a plan for improvement of employee performance or for career development and may be applicable for employee whose overall performance falls in any of the three rating categories.

2. The plan should include the objectives or goals toward which the employee will be working, methods for achieving those objectives, and the anticipated completion date for each objective.

Section F. Signatures

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

Section G. Overall Rating of Below Satisfactory

1. When an employee's overall rating is Below Satisfactory, another evaluation of job performance is required within ninety (90) days after the date of the performance evaluation conference.

2. Performance evaluations will continue to be made at ninety (90) day intervals until:

    a) Performance has improved and the overall rating is at least Satisfactory or;

    b) You have reason to believe that the employee's overall performance in the class to which assigned will not improve to a level of at least Satisfactory. At this point, appropriate disciplinary action should be initiated including termination.

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

APPENDIX C - DRUG/ALCOHOL TESTING POLICY

The Drug Free Workplace Policy & Procedure shall be in accordance with the Nassau County Safety Policy as approved by the Board of County Commissioners and as updated from time to time. The official copy of this policy shall be maintained in the Risk Management office with copies available at each department. The County agrees to notify the Business Manager in writing when updates are made to the policy.

APPENDIX D - CHAIN-OF-COMMAND

A chain of command for members of the bargaining unit shall be in effect as follows:

1. County employees are required to provide supervisors with any information regarding any discriminatory practice(s), or job related complaints.

2. All members of the bargaining unit shall adhere to this policy.

3. The immediate supervisor shall be contacted with any information regarding discriminatory practice or compliant that is job related. If the employee feels that the immediate supervisor is part of the discriminatory practice or compliant or has not properly responded, then the next supervisor shall be contacted or the department head. If either the next supervisor or department head is part of the discriminatory practice or compliant that is job related, or that he/she has not properly responded, then the County Manager or his designee shall be contacted.

4. The supervisor shall provide the information to his/her superior and/or department head.

5. Members of the bargaining unit shall not contact the County Manager directly regarding a discriminatory practice or complaint that is job related, except as set forth herein.

6. County employees shall not contact the County Commissioner directly regarding a discriminatory practice or compliant regarding the employee=s particular department or grievance. This does not prevent a member from presenting his/her grievance directly to the Board of County Commissioners at a scheduled meeting pursuant to Florida Statutes, Section 447.

7. Nothing in this policy shall prohibit any county employee from contacting a County Commissioner directly about any other matter nor prohibit a County Commissioner from directly contacting a county employee.

8. Employees that have a grievance shall adhere to the contract provisions or Florida Statutes, Section 447.301(3).

9. An employee who violates this policy for the first time shall be counseled by the Director of Public Works, or his designee, and said violation shall not result in any disciplinary action pursuant to Article 9. A second violation of this policy will subject the employee to the disciplinary action set forth in

Article 9.

10. Once an employee has taken the correct action(s) prescribed above and if they have placed those concerns in writing, the County Representative given notice of the issue in writing, shall within ten (10) calendar days give a written response to the employee that states the result of the investigation and the proposed resolution to the issue.

11. This policy shall be effective as of February 1, 2013.

APPENDIX E - PROMOTIONAL TRAINING PROGRAM

It is Nassau County Road & Bridge Department's desire to provide a training program for internal promotions for the positions of Equipment Operator I and Foreman.

This training will be provided as often as possible without adversely impacting daily operations. It is the intent to utilize the employee at each yard with the greatest seniority pursuant to Article 23.1, (provided such employee possesses the required licenses, certifications, registrations, and education required within the job description), that are interested in promoting.

For the position of Equipment Operator I, the trainee will have a current Equipment Operator available to familiarize him/her with the equipment they will be training on and for any questions, comments, or advice on the operation of the equipment.

For the position of Foreman, training will consist of a trainee working side by side with a current Foreman and learning the various job functions performed, i.e. job set up, grade shooting, etc.

Trainees will not be eligible for Out-of-Classification pay during this training period. The training period will be for a maximum of eighteen (18) months for each trainee position, with an evaluation reviewed with the trainee every ninety (90) days while in the program.

In instances where there will be an extended time period before an Equipment Operator I position will become available and the trainee has reached the limit of "seat-time" hours as specified below, training will be made available to the next senior employee at that maintenance yard. Limits are as follows:

Equipment	**Hours**
1. Grader	400
2. Gradall	400
3. Excavator	400
4. Side-Arm Mower	400
5. Farm Tractor	200
6. Skid-Steer Loader	200
7. Low-boy Tractor Combo	50
8. Front-End loader	No limit; use when available
9. Vibratory Roller	No Limit; use when available

These hours will be documented on a training form and the records will be maintained by the Department.

As part of the Promotion Process for Equipment Operator I or Foreman vacancies included in the bargaining unit, an employee must pass a minimal skills test (mutually agreed upon by management and the bargaining unit), in order to promote to the next vacant position. If the employee with the greatest seniority refuses available training or it is determined that the employee is not showing improvement through the training provided, then said employee will be removed from the training program and the training will then be offered to the employee with the next greatest seniority at the respective yard. If the trainee that applies for the vacant position does not pass the minimal skills test, then he or she will not be eligible to promote to the vacant position, however, he or she will be eligible to retrain and apply for the next available vacancy.