

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 3, 2009 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department:  
Submitted By: Human Resources  
Submitted For: County Administration

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: The Labor-Management Agreement with the Communication Workers of America, Local 3181, effective October 1, 2009 – September 30, 2012.

**Summary:** Pursuant to collective bargaining negotiations, the negotiating committees for Palm Beach County and The Communication Workers of America, Local 3181, have reached a tentative agreement on negotiated issues. The proposed three-year contract incorporating all agreed-upon terms is presented for consideration and ratification. Countywide (EC)

**Background and Policy Issues:** The proposed agreement was ratified by the membership of CWA Local 3181 on October 16, 2009, and is recommended for approval by the County Administrator. The Board's approval is necessary in order for the contract's terms and conditions to be implemented. The significant changes to the existing agreement are as follows:

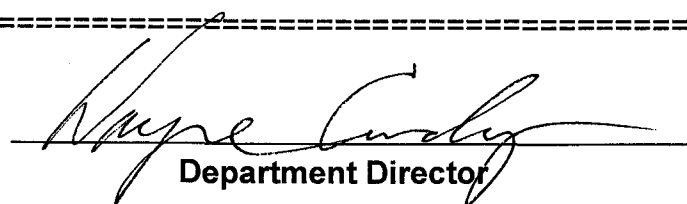
1) Wage Increases: Pay Period in which falls:

10/01/09 – 0%  
10/01/10 – Reopener on Wages  
10/01/11 – Reopener on Wages

**Attachments:**

1. 2009 – 2012 CWA Union Contract

Recommended by:

  
Department Director

10/20/09  
Date

Approved by:

  
Assistant County Administrator

10/27/09  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>0</u>	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Is Item Included In Current Budget?				Yes <u>X</u>	No _____
Budget Account No.:	Fund _____	Agency _____	Org. _____	Object _____	
	Program _____				

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funds for wages will come from affected department's salary lines.  
Fiscal impact includes fringe benefits.  
The operating costs represent the annual incremental cost increase.

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

0% wage adjustment in FY2010 is consistent with FY2010 adopted budget. Contract will be reopened for wages only (Article 14) in FY2011 and FY2012.

MSU 10/26/09  
SF 10/24/09 OFMB JB CN  
10/22/09 10/22/09

Ann J. Jaworski 10/26/09  
Contract Administration

This Contract complies with our  
contract review requirements.

### B. Legal Sufficiency:

AWC 10.27.09  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

### **PREAMBLE**

This Agreement is entered into by and between Palm Beach County, hereinafter referred to as the County, and Local 3181, Communications Workers of America, hereinafter referred to as the Union, for the purpose of establishing an orderly and peaceful procedure for good faith labor relations, providing an orderly and prompt method for handling grievances, and setting forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment.

## ARTICLE 1

### **Recognition and Bargaining Unit**

**Section 1.** The County recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and terms and conditions of employment required by Florida law to be negotiated, for the employees within the bargaining unit as defined in Section 2 of this Article.

**Section 2.** The recognized unit includes all full-time and part-time employees in permanent positions certified by the Public Employees Relations Commission on May 12, 1981, as amended thereto by the parties, and as set forth in Exhibit A, effective the date of this Agreement. Excluded from the unit are the following: on-call, student, substitute or other types of temporary employment.

## ARTICLE 2

### General Provisions

Section 1. It is the intent and purpose of the parties hereto to promote the efficient administration of Palm Beach County Government in the public interest and for the well-being of its employees.

Neither the Union nor the County shall discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex, age, handicap, or national origin. The County and the Union mutually agree to support the Affirmative Action Program of the County. Charges of discrimination by an employee against the County, its officers, or representatives must be filed with any appropriate agency having jurisdiction of such charge, and are not subject to the grievance procedure under this Agreement.

Employees in the bargaining unit shall have the right to form, join and participate in, or to refrain from forming, joining or participating in the Union. Neither the County nor the Union will discriminate against any employee in regard thereto.

Section 2. This Agreement applies only to bargaining unit employees and does not cover or impact in any manner upon persons or positions outside the certification of exclusive recognition.

Section 3. As of the effective date of this Agreement, all past practices which conflict with the provisions of the Agreement have no binding effect and do not constitute precedents for future action.

Section 4. The County Graphics Division bargaining unit workers will reproduce copies of this Agreement for use by unit employees and management personnel. The County and the Union shall share the cost of printing the Agreement.

Section 5. References to days in this Agreement shall mean calendar days unless otherwise specified.

Section 6. For purposes of disciplinary action, a one to five day suspension shall be eight (8) to forty (40) hours and a six (6) to ten (10) day suspension shall be forty-eight (48) to eighty (80) hours. For purposes of grievance and disciplinary time frames, workdays are Monday through Friday, excluding holidays and weekends.

### ARTICLE 3

#### Payroll Deduction of Union Dues

Section 1. The County agrees to make payroll deductions of Union dues when authorized to do so by the employee on a form certified to the County by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.

Section 2.

- (a) The County agrees that, upon receipt of an individual written request on a form specified in Section 1 and signed by an employee covered by this Agreement, it will deduct biweekly from such employee's wages the amount of Union dues and initiation fees specified by the Union. The County will forward monthly the amount deducted, less the sum of \$53.00 as the administrative fee for the County's performance of its monthly obligations set forth in this Article, to the Secretary-Treasurer of the Union or his/her authorized agent as directed.
- (b) In general, dues deduction will be made in designated pay periods, for properly executed dues deduction authorizations received by the appropriate County representative on or before the 15th day of the preceding month. However, the County assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.
- (c) An employee may submit a written request on a form to be supplied by the Union to revoke a dues deduction authorization which shall be effective within thirty (30) days of receipt by the County Payroll Supervisor and the Local Union President.
- (d) The County, upon the promotion or transfer of a dues paying member out of the CWA bargaining unit, will cease such deductions within 30 days of such promotion or transfer.

Section 3. The County shall submit a monthly list of the names, addresses and social security numbers of employees in the bargaining unit, employees on whose behalf dues have been deducted, employee identifying numbers, seniority date of additions, date of termination, or date of transfer out of the bargaining unit for deletions. The payroll deduction remittance to the Union will be made during the first pay period in each calendar month.

Section 4. C.O.P.E. Deduction Authorization:

- a. The County agrees to deduct each pay period, less the sum of \$53.00 as the administrative fee for the County's performance of its monthly obligations set forth in this Article, and pay over to the Secretary/Treasurer of the Union, Committee on Political Education (CWA-COPE PCC), \$2.00 from the wages of those employees who voluntarily authorized such contributions on a form provided by the Union. The payroll deduction remittance for CWA-COPE PCC to the Union will be made during the first pay period in each calendar month along with a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. The County assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.
- b. Employees may sign up for C.O.P.E. deductions at any time.
- c. An employee may submit a written request on a form to be supplied by the Union to revoke a C.O.P.E. deduction authorization which shall be effective within thirty (30) days of receipt by the County Payroll Supervisor and the Local Union President.

## ARTICLE 4

### Grievance Procedure

Section 1. Definition. For the purpose of this Agreement, a grievance is any dispute or difference of opinion between the County and the Union, or between the County and any of its employees covered by this Agreement, involving the interpretation or application of the provisions of this Agreement; or the written reprimand, suspension, or discharge of an employee covered by this Agreement. Disputes concerning the meaning or application of any rules, regulations, ordinances, laws or policies not specifically contained within this Agreement are not subject to the grievance procedure set forth below except for their application in a case of discipline or discharge.

Section 2. Both parties endorse the concept that individual grievances should be resolved at the lowest possible level of management.

Section 3. Procedures: Grievances shall be handled in the following manner:

A - Individual Employee Grievances:

Step 1: Any employee who believes s/he has a grievance shall present it to the Division Head or designee in writing on a form to be supplied by the Union to include the following (See Section 4, Time Limit for Filing):

- (a) the employee's name and signature;
- (b) date of alleged incident giving rise to the grievance;
- (c) all known relevant information concerning the grievance;
- (d) provision of the Agreement allegedly violated;
- (e) relief sought by the employee;



The referral to this level of management must be made within fifteen (15) working days after the event giving rise to the grievance or within fifteen (15) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event. The Division Head or designee shall meet with the grievant, investigate and give consideration to available facts, and consult with any other person(s) s/he believes may be able to help resolve the matter. The Division Head or designee shall reply in writing stating all known relevant information on which the decision was based within fifteen (15) working days of the meeting.

Step 2: If the grievance is not settled satisfactorily in Step 1 above, it may be referred by the grieving employee(s) to the department head or designee within fifteen (15) working days after the first step answer is given or the time by which the first step answer should have been given if not provided. If requested, the department head or designee will meet with the grievant. The department head or designee shall reply in writing stating all known relevant information on which the decision was based within fifteen (15) working days of the meeting.

Step 3: If the grievance is not settled satisfactorily in Step 2 above, it may be referred by the grieving employee(s) to the Director of Human Resources within fifteen (15) working days after the second Step answer is given or the time by which the second Step answer should have been given if not provided. The Director or his/her designee shall meet with the grievant within fifteen (15) working days and shall reply in writing stating all known relevant information on which the decision was based within fifteen (15) working days of the meeting.

**B - Class Action or Union Grievances:**

Section 3b. The Union may file a class action grievance on behalf of several employees or a grievance relating to contract language disputes. Such grievances shall be filed at Step 3 of the grievance procedure within fifteen (15) working days after the Union, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Union may invoke arbitration within thirty (30) working days after receipt of the Director of Human Resources answer.

The Union will meet with the Director of Human Resources to discuss the grievance prior to requesting a panel of arbitrators. If the issue remains

unresolved following this meeting the Union shall within forty-five (45) working days request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The parties shall meet within 20 working days upon receipt of the list and, if unable to agree upon an arbitrator, shall choose an arbitrator from the list by alternate striking of names, two at a time with the Union striking first. The arbitrator should be notified of his/her selection by a joint letter from the County and the Union requesting that s/he set a time and place for the hearing subject to availability of the County and Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. In a discipline case, s/he shall not have the right to modify the degree of discipline if just cause for any discipline has been found, unless the discipline is inappropriate according to the Merit Rule Disciplinary Guidelines. S/He shall consider and decide only the particular issue presented in writing by the County and the Union and his/her decision and award shall be based solely upon interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does not involve an interpretation of the express terms or provisions of this Agreement, the arbitrator shall so rule in his/her award and the matter shall not be further entertained by the arbitrator. The fee and expenses of the arbitrator shall be divided equally between the parties. In no event shall an award be retroactive to a date more than fifteen (15) working days prior to the date of the filing of the grievance.

Where the Union is not a party and does not represent the aggrieved non-member in the arbitration proceedings, the grievant must deposit, twenty (20) days prior to the Arbitration Hearing, in a County escrow account, a sum equal to the estimated cost of the compensation and expenses of the arbitrator. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. The County will require the grievant to make the appropriate deposit by cash, money order, or certified check, to be held by the County in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing.

### **Section 3-C: Expedited Arbitration**

Any grievance of a disciplinary action up to and including termination of employment, except those grievances that also involve one or more issues of arbitrability or contract interpretation, may be submitted by either party to expedited arbitration by notifying the other party in writing within thirty (30) working days after the filing of a request for arbitration by the Union.

For expedited arbitration of grievances involving termination of employment, any decision by the arbitrator to award back pay or benefits shall be based on the time period from the effective date of the grievant's termination up to the date of the arbitrator's decision, not to exceed six (6) months from the effective date of the Human Resources Director's final written response at Step 4.

In cases of termination, either party may notify the other party in writing within thirty (30) working days after receiving written notice of the other party's election to submit the grievance to expedited arbitration that they elect not to go to expedited arbitration. If such an election is made, the grievance will not be submitted to expedited arbitration.

A panel of five (5) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until his or her services are terminated by written notice from either party to the other party. The arbitrator will be notified that his or her services are terminated by a joint letter from both parties. The arbitrator will conclude his or her services by deciding any grievances heard by the arbitrator before the date of the joint letter notifying him or her of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be assigned to the same arbitrator. If a grievance is settled, cancelled or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotational order to be assigned a grievance.

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be assigned to the next arbitrator in the rotational order.

If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to any arbitrator who can hear the case at the earliest date.

#### **Section 3-D: Procedure for Expedited Arbitration**

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date.

Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be generally conducted the same as any other arbitration hearing. The hearing will be informal without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which he or she can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator.

A transcript of the hearing is not required. However, either party at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party may obtain a copy of the transcript of the hearing upon payment of half the cost of the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with and pursuant to this Agreement, including but not limited to Article 4.

The decision of the arbitrator will determine the grievance; however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the County, Union and Grievant agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the County and the Union in equal parts. Each party will bear the expense of its representatives and witnesses.

Any expenses incurred or fees charged by the arbitrator because of one party's unilateral cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

All provisions of the Agreement, including but not limited to Article 4, that are not specifically in conflict with the expedited arbitration provisions above shall remain in full force and effect for, and apply to, any grievance submitted to expedited arbitration.

Section 4. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted to the County at Step 1 above within fifteen (15) working days after the occurrence of the event giving rise to the grievance, or within fifteen (15) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If the grievance is the result of a discharge \*, the grievance must be submitted only to Step 3 within the time frame specified above. Newly hired employees serving a probationary period may grieve termination during probation only to Step 3 of the grievance procedure.

Section 5. Time Limits for Appeal. A grievance must be filed and appealed within the time limits set forth above or the grievance shall be considered withdrawn. Any grievance not timely answered by the County shall be deemed denied and immediately grievable to the next step. Waiver of these time limits may only be accomplished by mutual agreement in writing. Steps one and two may also be waived in writing and time limits will commence from the date of the waiver accordingly.

Section 6. Union Representation. Employees who are grieving discipline must be present at all step meetings, and may also be represented by a Union representative at any step of the grievance procedure if they choose.

Section 7. Nothing in this grievance procedure shall be construed to prevent any employee from presenting, at any time, his/her own grievances, in person or by legal counsel, and having such grievances adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of the Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

After an employee(s) has referred a grievance to the Union and the Union representative has informed the County that the Union represents said employee(s), the County will not discuss (except in the course of any investigation conducted by the County) or adjust such grievance directly with said employee(s).

Section 8. Time Limit for Issuing Discipline. In the event management determines that there is or may be cause to discipline an employee for any reason, management shall either impose discipline or notify the employee of its intent in writing to investigate the occurrence giving rise to the possible discipline within thirty (30) working days of the occurrence, or the date on which management first became aware of the occurrence, whichever date is later. After notification of intent to investigate, management must impose discipline within forty-five (45) working days of the notice. If management fails to meet the time limits specified above, no discipline shall be imposed on the employee for the occurrence.

Section 9. Waiver of Personnel Appeals Board or Employee Grievance Committee Appeals. Any matter defined as a grievance in Section 1 of this Agreement may only be processed through the grievance procedure of this Agreement and may not be appealed to the Personnel Appeals Board or through the County's Merit System Grievance Procedure. Employees covered by this Agreement hereby waive any right to resort to the Personnel Appeals Board or to the County Merit System Grievance Procedure concerning any matter defined in this Agreement as a grievance.

## ARTICLE 5

### Union Representatives

Section 1. Designation of Representatives. The Union shall have the right to designate a maximum of forty (40) employees of the County who are covered by the Agreement as representatives, regardless of title or position held, including the Local President and officers. The County shall recognize such representatives upon presentation of their names in writing to the Director of Employee Relations and Personnel. Any changes in the representatives as designated will not be effective until after receipt of written notice of such change to the Director of Employee Relations and Personnel. Ten (10) of these representatives whose names will be submitted separately to the Director of Employee Relations and Personnel will only be allowed Union time off without pay and shall not represent grievants or handle grievances. All other sections of this Article shall apply.

Section 2. Performance of Union Representative Business. Only employees designated under Section 1 above will be granted time off from work for the purpose of attending to any Union representative activities, and any such activities must be performed while off duty and without pay except in the following circumstances. No more than two employees from a Department will be permitted off for Union business at any one time.

- 1) In the event Management requests a meeting with a Union representative during work hours, the County will be responsible for paying the representative.
- 2) At steps one, two and three of grievance hearings with Management, the employee and one Union representative will be paid for attendance at meetings occurring at a time the employee would otherwise have been working.
- 3) Employees may request the presence of a Union representative if called into a disciplinary interview or an investigatory interview that may lead to disciplinary action of any bargaining unit employee. In such cases, Management is responsible for paying the Union representative. Management can call in a representative immediately if available, such as when a representative is employed in the same department, or postpone the meeting for 48 hours to allow the employee to obtain a representative. Alternatively, Management must hold such a meeting after the Union representative's working hours.
- 4) One Union representative will be paid for attending a pretermination conference when the Union President cannot attend.

No Union representative will be paid for meetings scheduled after hours.

Time during which an employee is off duty to attend to Union representative activities will be considered as time worked for seniority, insurance benefits, vacation and sick leave accrual purposes only, unless it accumulates to more than thirty (30) days per year, in which case the excess will not be counted for these purposes. In the event the Local President is a County employee, it will be one hundred-fifty (150) days for the president.

Section 3. Requests for Time Off. Employees designated under Section 1 above will be granted time off for Union representative activities only upon the submission of a request in writing submitted to the representative's supervisor at least twenty-four (24) hours in advance of the requested time off. Periods of time off granted will be in increments of one hour and the requests will be denied or postponed if management believes that the absence of the representative under the circumstances will adversely affect County operations. In the event of a dispute concerning whether the representative will be allowed time off, it may be processed through the grievance procedure but shall be conclusively resolved by the Director of Employee Relations and Personnel at that step if it reaches that point.

Section 4. Visitation. Representatives as designated under Section 1 of this Article and any other duly authorized representative whose name has been previously submitted in writing to the Director of Employee Relations and Personnel shall be permitted on the County's premises for the purpose of investigating grievances, adjusting grievances, or ascertaining whether the Agreement is being observed. Visitation for any such purpose shall not occur until 24 hours after notice to the Director of Employee Relations and Personnel, who shall not unreasonably deny the visitation.

Section 5. Non-Interference With Production or Services. The investigation, handling, or adjustment of grievances shall not, insofar as is practical, be conducted by employees and Union representatives during normal working hours. If grievance matters must be attended to during normal working hours, it will be done so as to cause a minimum of interference with production or services, and employees who are to be so engaged shall be required to obtain permission and be without pay as set forth under Section 2 and 3 above.

Section 6. Bulletin Board. The Union shall be permitted space on existing bulletin boards to post necessary Union notices of a businesslike non-inflammatory nature. All notices posted must be signed by an elected official of the Local Union and approved in advance by the Director of Employee Relations and Personnel. Notices in pre-approved format need not be resubmitted for approval for subsequent postings. The Union shall supply at its own expense bulletin boards where none exist or are not adequate, and such boards shall be placed at mutually agreeable locations.

## ARTICLE 6

### Management Rights

Section 1. All rights of management which are not specifically limited by the provisions of other articles of this Agreement are retained by the County. Unless it is provided specifically to the contrary, nothing in this Agreement shall be deemed as a guarantee or obligation to continue any operation, or portion thereof, performed by employees in the bargaining unit, nor shall this Agreement guarantee employment to any employee.

Section 2. The exclusive functions of Management include but are not limited to: the management of the County and the direction of the working forces; the right to plan, direct and control all the operations or services to be performed in or at any facility or by employees of the County; to schedule the working hours; to hire, promote, demote, transfer, layoff, and recall; to suspend, discipline, or discharge for just cause; to relieve employees because of lack of work or for other reasons; to make and enforce production standards; to make and enforce rules and regulations of employee conduct and performance; to classify and reclassify employees, and to determine the content of job classifications; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment, or facilities; to administer the County Merit System Rules and Regulations.

Section 3. The County shall retain the right to subcontract any of its operations. In the event that a subcontract results in the elimination of a position, incumbents will be given consideration for the filling of any existing vacancies for which they are qualified, or failing that, they may be laid off. Upon request of the Local Union President or designee, the County will discuss the effects of the subcontracting upon the members of the bargaining unit; however, this shall not constitute a restriction upon the County's right to subcontract and lay off employees.



## ARTICLE 7

### Filling of Vacancies

Section 1. In the event management determines to fill a regular permanent budgeted position which is vacant, it may do so through any of the following actions:

- (a) Reclassification, if feasible in management's judgment; or
- (b) Repromotion of an employee who had taken a demotion in lieu of layoff, or recall of any employee on the rehire list, if the employee is currently qualified; or
- (c) Transfer of employee(s) if desirable in management's judgement; or
- (d) Open competitive selection procedures; or
- (e) Continuous Register selection procedures for entrance level positions in a job series; or
- (f) Departmental Promotional selection in a classification series.
- (g) County wide promotional competitive selection procedures.

In the case of filling of vacancies by open or promotional competitive selection procedures, a notice shall be posted for a minimum of one (1) week and applications will be received in accordance with instructions set forth in the notice. Qualified persons covered by this Agreement shall be given equal consideration with other applicants seeking the position.

In the case of using a Register system, designated job classifications may be advertised continuously. Applications will be screened/reviewed and referral lists will be sent to the interviewers from among the qualified applicants on the Register at the time the requisition is received. Applicants need only apply once every six months for each job classification. Application details will be listed in the notice.

Section 2. Management retains the right to determine whether a permanent vacancy will be filled and, if so, which of the procedures will be used. In the event employees (applicants) covered by this Agreement are employed in the department which seeks to fill the vacant position through the departmental promotional selection procedure he/she will be awarded the position based on seniority if they have minimum qualifications.

Section 3. In the event the permanent vacancy is to be filled through the County-wide promotional competitive selection procedure or the open competitive selection procedure from among employees covered by this Agreement, seniority shall be the controlling factor among bargaining unit applicants only if they have equal skill, ability and qualifications. Skill, ability and qualifications may be determined by interview results, the employee's official personnel file (in accordance with the Merit Rules) and written or practical examinations. Applicants with greater skill, ability or qualifications may be awarded a vacancy over an employee with greater seniority.

Section 4. Vacancies which are temporary (normally not exceeding 180 days) or those in on-call, student, or FRS retiree positions, shall be filled in any manner determined by management.

## ARTICLE 8

### Overtime/Hours of Work

Section 1. The workweek for payroll purposes shall be a seven (7) consecutive day period commencing at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday. A workday shall be the 24-hour period commencing with the employee's scheduled starting time. A workshift shall be that portion of a workday during which the employee is scheduled, or assigned on an unscheduled basis, to work. Overtime is that time during which a full time employee works over 40 hours per week, not including any sick or disability leave. Previously scheduled vacation leave, funeral leave, holiday, jury duty, incentive leave, and union time and voluntary furlough leave without pay under Article 10 of this Agreement will be considered as time worked for the purpose of computing overtime. If an employee works more than 12 hours in any 24 hour period, s/he shall be paid time and one-half for the hours in excess of their normally scheduled shift (not to apply to employees who may be regularly scheduled for 12 hour shifts).

Section 2. Overtime pay or compensatory time off shall be at the employee's option. Overtime premium pay shall be paid at the rate of time and one-half (1-1/2) of the regular hourly rate of pay (including shift differential and standby) for all overtime hours. Compensatory time off shall be at time and one half. If the employee has any compensatory time left at the end of the fiscal year, the employee shall be paid for any unused compensatory time. Records will be kept by the Department or Division Head's office.

Section 3. Overtime assignments may be required and shall be distributed among those employees who normally perform the work and such assignments shall be made as equally as is practicable. Employees shall be notified of overtime assignments reasonably in advance of the assignment, based upon the reason for the assignment, and normally 24 hours prior thereto. Overtime work records shall be maintained in the Department Director's and/or Division Director's office and may be examined there.

Section 4. Employees shall be notified of work schedule changes other than overtime reasonably in advance of the change and normally 48 hours prior thereto, consistent with the County's planning of its needs.

Section 5. Employees shall be allowed one (1) necessary relief or rest period per one half shift, provided the time and length of the break is determined by the employee's supervisor (normally 15 minutes) and the granting of the break does not adversely affect or interfere with operations or service to the public. If for any reason a break is not granted, this shall not be subject to the grievance procedure. However, breaks should not be unreasonably denied.

The purpose of granting breaks is to relieve fatigue and mental strain on the job, therefore, it is not permitted to combine two breaks into one longer break, to use breaks to lengthen lunch hours or to leave work early, or to accumulate breaks from day to day.

## ARTICLE 9

### Sick Leave

**Section 1. Amount of Sick Leave.** All regular, full-time employees covered by this Agreement shall be provided with eight (8) paid sick leave days (64 hours) per fiscal year commencing October 1, 2003. All permanent part-time employees shall be entitled to a pro-rated portion of the eight (8) day payment based upon their scheduled hours, i.e., a 20 hours per week employee will receive 32 hours pay. Employees hired after October 1, 1997, will accrue sick leave days based upon their hire date and the following schedule:

<u>Month of Hire</u>	<u>Days Accrued</u>
October	8
November	7
December	6
January	5
February	4
March	3
April	2
May	1

Payment for any unused sick leave shall be made to the employee in the form of a bonus check in a lump sum amount at the end of the fiscal year, provided the employee is still on the payroll at that time. The check shall be calculated as of September 30 and paid to employees in mid-December. Employees who terminate after September 30, but before the mid-December payment, will be paid this balance at their date of termination. Employees who leave County employment shall receive 50% of their unused sick leave. New employees who terminate must work a complete pay-period prior to receiving any payment for their sick leave.

**Section 2. Utilization of Sick Leave.** Sick time taken during the year, up to the maximum of eight (8) days, will be time off with pay at the time it is taken. Sick time taken in excess of eight (8) days will be paid according to the following:

1. If employees are eligible because of seniority for 85% or 65% benefits, they must use these benefits second after exhausting the 64 hours, or the pro-rated portion thereof. No vacation leave can be used to substitute for or supplement the 85/65% benefits.\*
2. If an employee has previously used all eight (8) days' sick leave but is eligible for 85% benefit on day #9 (or hour 65) of the leave, s/he may choose to use vacation

leave or be docked while waiting until the 85% becomes effective.

3. Employees will be eligible for one first-time 85/65% medical leave of absence per fiscal year in accordance with Section 3 below. If the employee returns to work from a first-time 85/65% medical leave without utilizing all available benefits and is out again due to illness/injury for five (5) or more consecutive work days, the 85/65% compensation will continue from where it left off payable from day one of the subsequent absence. The same shall apply to any additional qualifying absences during the fiscal year until all 85/65% benefits are exhausted. Employees who return to work from an 85/65% leave of absence due to a critical or life-threatening illness/injury but who continue on a scheduled treatment plan directly related to this medical condition may be eligible to use their remaining 85/65% benefits to cover time off for such treatment without serving another waiting period. The treatment plan must be prescribed by the employee's physician and is subject to authorization by County's Occupational Health Clinic.
- In the event the County chooses to operate a Sick Leave Pool, bargaining unit members who join the Sick Leave Pool will be allowed to supplement 85/65% benefits with vacation leave.

Sick leave may be used for illness or injury to the employee or to his/her immediate family if the employee is needed to provide care to the family member. Immediate family is defined as spouse, parent or child as per the Family Medical Leave Act. Sick leave may also be used for medical or dental appointments of the employee or the employee's immediate family.

Section 3. Leave Beyond Eight (8) Days. Regular, full-time (40 hours) employees who are off work due to illness or injury of the employee for eight (8) consecutive days or more\* shall receive pay in the amount of 85% of their regular straight-time earnings for each consecutive workday missed in accordance with their years of service and the following schedule:

<u>Years of Service</u>	<u>Days of Consecutive Absence Paid for</u>
6 mos but less than 1 yr	9 **
1 but less than 2	9 through 11 (24 hours)
2 but less than 3	9 through 16 (64 hours)
3 but less than 4	9 through 21 (104 hours)
4 but less than 5	9 through 26 (144 hours)
5 and over	9 through 30 (176 hours)

All permanent part-time employees shall be entitled to receive pay under this Section based upon their normal scheduled day, i.e., employees who work 4 hours per day will receive 85% or 65%

of their regular, straight-time pay for 4 hours of each covered day of absence. Full-time employees who have been absent and receiving 85/65% pay and who can return to limited and/or modified duty part-time can continue to receive 85/65% pay for the portion of their scheduled hours they are not able to work.

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\* For purposes of this section, eight (8) consecutive workdays means 64 hours of work, and a workday shall be 8 hours.

\*\* Meaning that the employee is paid for the 9th day of absence, or for the 65th – 72nd hours.

Employees with six (6) or more years of service will be paid for an absence due to illness or injury of the employee for consecutive days of absence beginning with the 31st day, in the amount of 65% of the employee's regular, straight-time earnings, for a maximum of 1040 hours. This payment will be paid by the County or by an insurance carrier at the County's option but will only be paid under any circumstances until the sooner of:

- (a) The employee returns to work;
- (b) receives a disability retirement;
- (c) retires on any other basis;
- (d) quits;
- (e) is determined by competent medical expert of the County's choosing to be fit to return to work; or
- (f) it is determined by competent medical expert of the County's choosing that the employee will not be fit to return to work within six (6) months from the 31st consecutive day of the absence; or
- (g) six (6) months measured from the 31st consecutive day of the absence.

Payment received under this Section 3 shall be offset by any Worker's Compensation benefit received by the employee for the same period. An employee who received 65% disability leave for the maximum period of six (6) months, and who is still not fit to return to work may be terminated at that time if the County so elects.

Section 4. Proof of Sickness or Injury. As a condition for receipt of pay for illness or injury as set forth in Section 3 above, the County may require proof of illness or injury which incapacitates the employee from working. Failure to supply such proof as is satisfactory to management will result in pay being withheld or not paid.

Section 5. Current Sick Leave Banks. An employee may elect to use accrued sick leave banks for any days of consecutive absence but shall not be paid under Section 3 for any such days for which he/she uses accrued sick leave. Employees covered by this Agreement who have accrued sick leave under the County's policy in effect at the time of the signing of this Agreement shall be entitled to use their accrued amounts in any manner permitted by that policy, but no employee covered by this Agreement shall accrue any additional sick leave beyond that which is accrued as of September 30, 1982. Except for the application of the County's policy for the purpose of utilization of previously accrued sick leave, that policy shall be null and void for all employees covered by this Agreement.

Section 6. Return to Work. Employees who are absent due to sickness or injury may be required to provide medical approval for their return to work.

Section 7. Approval. Leave forms are required for all absences. Management will approve or disapprove leave requests by the end of the workday for requests of one (1) day. Requests are to be submitted to the appropriate supervisor with authority to approve or disapprove no later than the beginning of the work shift the day before the requested day off. Management will approve or disapprove leave requests of more than one (1) day within 48 hours of receipt. This does not supersede Departmental and Merit Rule requirements for notice.



## ARTICLE 10

### Leave With Pay

Section 1. Attendance at Meetings. Leave with pay may be granted for County approved attendance at official or educational meetings, if authorized in writing by the Department Head.

Section 2. Witness or Jury Duty. Leave with pay will be granted for jury duty or witness duty (provided the employee is not a party to the lawsuit or has a personal interest in the matter) pursuant to a subpoena, upon presentation to the Department or Division Head of the summons or subpoena. Such leave will be granted based upon the employee's current daily work schedule. Payment received by the employee for jury or witness duty, except for mileage reimbursement, must be endorsed over to the County and submitted to the Finance Department.

Section 3. Blood Donation. Upon request and approval by the appropriate supervisor, employees who wish to give blood to the County Blood Bank(s) will be permitted to take two (2) hours off with pay in order to donate. If the "Blood Mobile" is not located at the employee's work location, verification of donation may be required.

Section 4. Voluntary Furlough Days Without Pay. Commencing October 1, 2009, up to 5 days per fiscal year of voluntary furlough days without pay may be granted to employees covered by this agreement. Any unused voluntary furlough days without pay remaining at the end of the fiscal year will not carry-over to the following fiscal year. Requests for time off under this section are to be submitted to the appropriate supervisor with authority to approve or deny the request and must be submitted no later than the beginning of the work shift on the work day before the requested day off. Management will approve or deny leave requests of more than one (1) day under this section within 48 hours of receipt of the request. Management has sole discretion to approve or deny requests for time off under this section. For the purposes of this section only, denial of any request for time off is not grievable. This section does not supersede Department and Merit Rule requirements for notice. Preapproved time off under this section will not be used against an employee for any reason. Voluntary furlough days without pay will be considered as time worked for the purpose of computing overtime.

## ARTICLE 11

### Compassionate Leave

Section 1. In the event of a death in the employee's immediate family, the employee will be granted leave with pay. Such leave will be for three (3) consecutive work days within the State and four (4) consecutive work days if outside the State. Requests for the leave shall be made to the Department or Division Head on a form to be supplied by the County. Documentation/Verification may be requested by management.

Section 2. The immediate family shall include the employee's mother, father, sister, brother, children, grandparents, grandchildren, spouse, mother-in-law, father-in-law, stepchildren, stepparents and certified domestic partner and eligible dependents of a certified domestic partner.

## ARTICLE 12

### Seniority

Section 1. Definition. Seniority for purposes of application of this Agreement, is an employee's length of continuous service with the County, dating from his/her date of hire into a permanent position. No County Department may substitute a different definition of seniority in complying with the terms and conditions of this agreement.

Section 2. Loss of Seniority. Seniority and the employment relationship shall be broken and terminated if an employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) is absent from work for three (3) consecutive working days without proper notification to the County;
- (d) is rehired after a break in service of more than thirty (30) days;
- (e) fails to report for work at the termination of a leave of absence or extension thereof; or
- (f) accepts gainful employment without permission while on leave of absence.

## ARTICLE 13

### Layoff

Section 1. When and if the County decides to reduce the number of employees within a given classification in any department, employees shall be laid off in the following order:

- a) Temporary or on-call employees.
- b) Probationary employees.
- c) Permanent part-time employees.
- d) Permanent full-time employees.

Section 2. Permanent employees, within a classification, will be laid off in a department in the inverse order of their seniority if they have equal skill, ability and employment records. In the event that a position of the same title is vacant anywhere in the County, the employee may be offered a transfer to that position.

Section 3. The Department Head or designee will provide written notification to each affected employee sixty (60) days prior to the date of layoff. Such notice will inform the employee of all retention rights due him/her, explain, if the employee has no retention rights, whether any other position is to be offered the employee, and advise the employee of the severance pay provisions of the contract.

a) Retention Rights

Permanent employees selected for layoff shall be offered a demotion to a lower rated classification within the same job series and Department, if there is a position for which the employee is qualified and s/he has an equal or better employment record than the incumbent, and is senior to the incumbent. Employees who are "bumped" under this provision may in turn bump to a lower classification within the same Department in accordance with the provisions of this section.

b) Severance Pay

If an employee has no retention rights, the County may offer the employee a vacant position which the County seeks to fill and for which the employee is qualified. Sixty (60) calendar days of severance pay will be offered the employee in lieu of the 60-day notice period if the employee has no retention rights, no other job offer is made, or if any job offer requires more than a 6% decrease in pay.

- c) Employees will inform the County of their decision in writing within 5 working days of receipt of the notice.

Section 4. In the event a CWA bargaining unit worker has been demoted in lieu of layoff, the County shall implement the following procedures:

- a. All of the provisions of the Palm Beach County Merit System Rules and Regulations relating to pay upon demotion will apply, except that no employee's rate of pay will be reduced by more than 6% if the employee's base rate of pay does not exceed the maximum of the position demoted to, in which case demotion will be to the maximum.
- b. For two years, in the event a position becomes vacant Countywide in the same job classification from which the worker was demoted, the worker shall be awarded the position on a non-competitive basis by seniority.
- c. Any employee who is demoted in lieu of layoff will be given priority consideration for any position for which they apply.
- d. In the event the worker is promoted back into the classification from which s/he was demoted, no probationary period will be required.

Section 5. Laid off employees shall have recall rights Countywide for thirteen (13) months and be recalled to the classification from which they were laid off if openings occur in the reverse order in which they were laid off. If recalled, the employee's seniority date and hourly rate at time of separation will be reinstated. If recalled within sixty (60) days of layoff, the employee will be required to refund any remaining portion of severance pay. Laid off employees who are not recalled shall be placed on a preferred rehire list for one (1) year after their recall rights have expired. Employees on this list who have applied for any posted job openings will be considered before other external candidates.

## ARTICLE 14

### Wages

Section 1. Increases. Employees covered by this Agreement shall receive the following salary increases for the term of this contract. Under no circumstances shall an increase cause an employee's base rate of pay to exceed the maximum rate established for the job class. As of October 1, 1997, employees at or above the maximum rate will continue to receive their across-the-board increases on their base rate of pay.

Effective the payroll period in which falls:

October 1, 2009: 0% across-the-board. In the event however, that the County elects to layoff employee/s covered by this agreement in 2009/2010, then Section 1 of this article will be reopened for negotiations.

It is also agreed that Section 1 of this article will be reopened in FY 2010/2011 and 2011/2012 to negotiate possible wage increases.

Section 2. Working In Higher Classification. Employees assigned to work in a higher classification for more than eight (8) hours shall be paid at the minimum of the higher classification or five (5%) percent of the employee's current rate, whichever is higher, from the 1st hour until they are returned to their regular classification.

Section 3. Miscellaneous Pay Benefits. Standby pay, and longevity pay will not be reduced without first negotiating with the Union concerning the reduction. Bargaining unit employees hired after 10/1/94 will not be eligible for longevity pay.

Section 4. Hire above minimum. The County and the Union agree that applicants will not be hired above the applicable start rate. Employees may not be granted special wage increases.

Shift Differential: Employees who work a shift (majority of the shift falls after 5:00 p.m.) shall receive an additional five (5) % on their current rate of pay, provided their current pay does not exceed the maximum of the pay grade. In such case, the employee will receive five (5)% above the maximum of the pay grade. If the employee is transferred from either of the night shifts to the day shift, the shift differential will be discontinued.

Standby Pay: Effective pay period beginning nearest October 1, 2006, All bargaining unit employees who are on standby and are called out to work will be paid for standby duty as follows:

Workers who are scheduled to work 8 hour days will receive \$16.00 per day standby pay and \$24.00 per day on non-work days not to exceed \$128.00 per week.

Workers who are scheduled to work 10 hour days will receive \$14.00 per day standby pay and \$24.00 per day on non-work days not to exceed \$128.00 per week.

All other workers whose work schedules are different than above and are on standby duty will be treated in the same manner as above, i.e., a 6 hour per day employee will receive \$18.00 per day on work days and \$24.00 for non-work days not to exceed \$128.00 per week.

Leadworker: Leadworker pay shall be six (6)% of the employees current rate of pay. If the leadworker duties cease, the leadworker pay will be discontinued.

## ARTICLE 15

### Holidays

Section 1. Employees covered by this Agreement, who are entitled to a paid Holiday benefit under the County's present policy, will continue to receive Holiday pay for the following holidays:

New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and two (2) floating holidays to be added to or substituted for any of the above, at the discretion of the Board of County Commissioners.

Section 2. The conditions for receipt of holiday pay shall be as provided by County policies as they presently exist or are changed from time to time, provided that employees who do not receive pay for the scheduled workday immediately before or after the holiday (excluding disciplinary suspensions), shall not receive holiday pay. The Union shall be notified of any changes in holiday pay policies. If the change is an increase or decrease in the number of general application to employees covered by this Agreement, it shall be negotiated with the Union prior to implementing the change.

Section 3. A Holiday will be paid as an eight hour day. In departments/divisions where employees are scheduled to work four ten-hour days, the Department will either change work schedules during the holiday week or opt for a yearly schedule of ten holidays at ten hours pay (omitting Washington's Birthday and Columbus Day), at the Department's discretion. Under no circumstances will a 40 hour week employee receive less than 40 hours of pay during a holiday week.



## ARTICLE 16

### Vacation Leave

#### Section 1. Accrual of vacation leave.

- a) Vacation leave accrual for full time employees is as follows:

<u>Years of Employment</u>	<u>Hours per Pay Period</u>
First Year	4.00 hours
Beginning of second thru completion of fifth year	4.62 hours
Beginning of 6 <sup>th</sup> year	4.93 hours
Beginning of 7 <sup>th</sup> year	5.24 hours
Beginning of 8 <sup>th</sup> year	5.54 hours
Beginning of 9 <sup>th</sup> year	5.85 hours
Beginning of 10 <sup>th</sup> year	6.16 hours

- b) Permanent part-time employees will earn pro-rated vacation hours based on their scheduled hours per week. Part-time employees can calculate the amount of vacation hours they will accrue each pay period by dividing their scheduled hours per week by 40 and multiplying the result times the vacation hours accrual of a full time employee.

For example:  $30 \text{ divided by } 40 = .75 \text{ times } 6.16 \text{ (accrual for a 10 year employee)} = 4.62 \text{ hours per pay period.}$

- c) Employees who are paid less than their weekly schedule will have their vacation accrual pro-rated for the pay period. For example, a ten (10) year employee who is docked eight (8) hours of pay would accrue 5.54 hours instead of 6.16 hours (8 hours divided by 80 = 10% reduction in the accrual).
- d) Vacation accruals are reflected in the employee's pay check the week following the end of the pay period. Employees cannot take more vacation time than is shown as a balance on their last pay check.

- e) No vacation leave shall accrue to employees in any bi-weekly pay period in which more than one-half ( $\frac{1}{2}$ ) of their bi-weekly schedule is reported as LWOP.
- f) A new employee shall begin accruing vacation leave after one (1) full pay period.
- g) The maximum accumulation of vacation leave that can be carried over from one calendar year to another is 400 hours. Any employee who has accrued vacation leave in excess of 400 hours at the end of the last pay period of each calendar year shall forfeit the excess leave and the vacation leave balance shall automatically be reduced to 400 hours.

Exception: Employees who have requested leave and because of documented extenuating circumstances have not been able to use excess vacation leave during the year will be allowed to carry over the excess time to the next calendar year.

## Section 2. Use of vacation leave.

- a) Notification - No vacation leave may be taken without prior approval by the employee's immediate supervisor, and the denial of vacation leave is not grievable.
- b) All employees are charged the number of their regularly scheduled daily hours for each day used for vacation leave.
- c) Vacation leave may be granted to attend funerals of friends or family not covered by the definition of immediate family.
- d) Vacation leave is to be used for personal religious holidays other than those specified as legal holidays.
- e) Vacation leave is to be used to transact personal business which cannot be transacted except during working hours.
- f) Each employee is required to take a minimum of 80 hours of vacation leave per calendar year after completion of one (1) year of service.

Exception: Upon approval of the Department Head, an employee may be granted a waiver from this requirement if the employee submits a request to use the leave for a future specified occurrence such as an extended vacation.

- g) Management will approve or disapprove leave requests by the end of the workday for requests of one (1) day. Requests are to be submitted to the appropriate supervisor with authority to approve or disapprove no later than the beginning of the work shift the day before the requested day off. Management will approve or disapprove leave requests of more than one (1) day within 48 hours of receipt. This does not supersede Departmental and Merit Rule requirements for notice.

Section 3. Payment for unused vacation leave credits.

- a) Payment of all accrued vacation leave credits is effective the pay day following the date of separation from County service.
- b) Employees terminating with less than three (3) months of service shall not receive payment for unused vacation leave.
- c) In the event of the death of a permanent-status employee, all payment for accrued vacation leave will be made to the employee's beneficiary, estate, or as provided by law.

## ARTICLE 17

### Waiver and Entire Agreement

Section 1. The Union acknowledges that, during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the County's exercise of any of its management rights set forth in Article 6 of this Agreement.

Section 2. The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term, either by specific provision or by silence.

Section 3. This Agreement may be amended by mutual agreement of the parties but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

## ARTICLE 18

### LABOR-MANAGEMENT COMMITTEE

Section 1. The County and the Union agree to establish a Labor-Management Committee to encourage and foster effective labor-management cooperation and communication.

Section 2. The Committee shall be composed of three (3) members designated by the Union from the bargaining unit and three (3) members designated by the County. The parties shall provide each other with the names of their designated committee members.

Section 3. Meetings will be held bimonthly or at the request of either party, by mutual consent on official time during duty hours, for the purpose of discussing problems that may arise under the implementation of this Agreement, rules, regulations and policies of the County, and other matters of interest. The parties agree that grievances of bargaining unit members shall not be appropriate for discussion during committee meetings.

Section 4. The Union, through one of the representatives designated for that purpose, shall submit agenda items to the committee chair designated by the County. Likewise, the chair designated by the County shall provide the Union with agenda items to be raised at the meetings. Agenda items shall be exchanged by both parties at least fourteen (14) days in advance of the scheduled meeting. If there are no agenda items submitted, the meeting will be cancelled. Agenda items will only be discussed by mutual consent of both parties. Each party shall maintain its own minutes of the meetings, but may arrive at joint recommendations. Such recommendations will not be binding on the County.

## ARTICLE 19

### **Employment of Union President**

**Section 1.** Upon a County employee becoming Local President, s/he may elect to resign his/her position with the County. If and when the President elects to resign his/her position with the County, s/he must give a notice of at least two (2) weeks. The Local President will be allowed to continue insurance benefits; however, the president and/or the Union will be responsible to pay the cost of the County's part.

**Section 2.** Upon resignation, the employee will retain a one time recall right to an available, vacant County position within the bargaining unit for which s/he meets minimum entrance requirements, without competition, at a pay grade level at or below the pay grade left. Within ninety (90) days of vacating the position of Local President or at any time while still the Local President, the County must be notified of the wish to exercise the option to return to work. Upon return to work, past seniority and insurance benefits will be reinstated.

## ARTICLE 20

### Communicable Diseases

**Section 1. Presumption:** The County recognizes that the following employees have an increased potential for exposure to HIV, AIDS, Hepatitis-B, or Hepatitis-A. It shall be presumed that employees from the following job classes who contract HIV, AIDS, Hepatitis-B or A shall have contracted the disease on the job, if the employee can reasonably prove, according to medically acceptable standards of occupational exposure, that they, in fact, did contract the disease while on duty.

Parks and Recreation: Pool Lifeguard

Ocean Lifeguard  
Ocean Rescue Lieutenant  
Assistant Pool Manager  
Park Ranger

Facilities Management: All employees.

Water Utilities: Employees of the Water Utilities Department in the following classes who are involved in handling of wastewater:

Utility Maintenance Wkr I, II, III  
Lift Station Technician I, II  
Infiltration and Inflow Technician I and II  
General Maintenance Mech  
Industrial Electrician  
Maintenance Worker II  
MEO III  
Odor Control Tech I and II  
Utility Plant Mechanic  
Utility Plant Operator I and II  
Public Works Crew Chief

This section in no way shall be construed to expand or increase the rights of employees under the Workers' Compensation Law.

Section 2. Immunization: The County shall provide a one-time immunization during the term of this Agreement for the following classes of workers:

Tetanus - any employee

Rabies pre-exposure - any employee of Animal Care and Control

Hepatitis-B - Assistant Pool Manager

Facilities Management employees.

Ocean Lifeguard

Ocean Rescue Lieutenant

Park Ranger

Pool Lifeguard

Water Utilities employees assigned to work with wastewater.

Employees who refuse to be immunized for Hepatitis-B and who later contract the disease shall not be presumed to have contracted the disease while on duty.



## ARTICLE 21

### **Certification or Re-Certification**

**Section 1.** Any employee who is required to take County-imposed courses, classes, certification or re-certification will be entitled to the following:

- A. If there is a cost involved in taking the above, the County will pay the cost, including books.
- B. All County-imposed classes, courses, certification or re-certification may be held during regular working hours if available during regular working hours. In the event employees must take the above on non-work time, the employee's work schedule may be changed.
- C. The above shall apply to all job classifications in the bargaining unit.
- D. If an employee who has received reimbursement for the cost of any classes, courses, certification or re-certification leaves County employment prior to the expiration of the above; the employee will be required to pay back to the County a prorated portion of the cost.

**Section 2.** All licenses, certifications, etc., that are required by Federal or State laws, rules or regulations are not eligible for the above referenced reimbursement.

**Section 3.** Lifeguards who are currently certified and are being compensated as First Responders will continue to receive an additional \$25.00 per pay period. Lifeguards certified as Emergency Medical Technicians (EMT) or Paramedics will receive an additional \$65.00 per pay period. However, after October 1, 2005, no payments will be made to lifeguards who have not achieved EMT or Paramedic certification.

**Section 4.** Utility Plant Operators who possess certification for a job class higher than their present class will receive an additional \$35.00 per pay period for each such higher certification.

**Section 5.** Lifeguards who are certified as I.R.B. Operators will receive an additional \$10.00 per day they are assigned I.R.B. duty.

## **ARTICLE 22**

### **Duration**

This Agreement shall be effective on October 1, 2009 and shall remain in full force and effect through September 30, 2012. It shall automatically be renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate the Agreement at least sixty (60) days prior to the anniversary date of this Agreement.

## ARTICLE 23

### Drug Testing

Section 1. The parties recognize that Palm Beach County and the Communications Workers of America (CWA) have a strong and legitimate interest in ensuring that employees are fit to perform their duties and to promote an alcohol and drug-free workplace. In recognition of the above, the parties agree that employees are prohibited from possessing, consuming or reporting to work or working with the presence of alcohol or drugs in their body and further that the County may require employees to submit to drug and alcohol testing for reasonable suspicion.

Section 2. "Reasonable suspicion" is a belief that the employee has violated the County's alcohol and drug prohibitions based on specific observations concerning the appearance, behavior, speech or body odors of the employee. The required observations for alcohol and/or drug testing for reasonable suspicion shall be made by two supervisors trained in indicators of probable alcohol and drug abuse. A written record shall be made of the observations leading to a test and signed by the supervisors who made the observations.

Section 3. Employees with a first-time confirmed positive drug or alcohol test result, shall be given a one-time opportunity to participate in a rehabilitation program, coordinated through the County's Employee Assistance Program. Such employees will be subject to appropriate disciplinary action as provided for in the disciplinary guidelines, excluding termination, provided that there have been no additional violations of the Merit Rules and Regulations in the previous 12 months. If the employee does not successfully complete the rehabilitation, tests positive at a later date, or is under the influence of drugs or alcohol at a later date, they will be subject to disciplinary action, up to and including termination. Employees testing positive under this article may be subject to additional follow-up testing.

Section 4. Testing shall be in accordance with the policies and procedures of PPM CW-P-060, "Controlled Substances Use and Testing Policy," which covers testing of employees under the Omnibus Transportation Employee Testing Act of 1991.

**APPENDIX A**  
**JOB CLASSIFICATIONS**

0237	Communicator (BU)
0310	Stores Clerk
0313	Storekeeper
0325	Messenger
1053	Survey Aide
1055	Survey Instrument Technician
1057	Party Chief
1100	Traffic Technician I
1101	Traffic Technician II
1102	Utility Line Locate Technician
1103	Traffic Maintenance Worker I
1104	Traffic Maintenance Worker II
1105	Traffic Maintenance Worker III
1107	Traffic Signal Technician I
1108	Traffic Signal Technician II
1109	Traffic Signal Servicer
1110	Traffic Construction Worker I
1112	Traffic Construction Worker II
1113	Traffic Sign Installer
1114	Traffic System Technician I
1117	Traffic System Technician II
1957	Mosquito Control Inspector
1960	Land Management Assistant
2001	Certified Playground Safety Inspector
2005	Tree Trimmer
2008	Chemical Spray Technician
2015	Park Ranger
2100	Pool Lifeguard
2101	Ocean Lifeguard
2102	Ocean Rescue Lieutenant
2135	Golf Attendant
2200	Library Associate Driver
3305	Child Development Assistant
3307	School Bus Rider
3310	Child Development Associate I
3315	School Bus Rider/Food Services Aide
3510	Gardener
4101	Airports Striping Technician
4103	General Maintenance Mechanic

4104	Painter
4105	Security Door Technician
4106	Irrigation Technician
4110	Carpenter
4113	Plumber
4116	Electrician
4118	Industrial Electrician
4119	Mason
4123	Welder I
4124	Welder II
4130	Commercial Equipment Technician
4133	A/C & Refrigeration Specialist I
4134	A/C & Refrigeration Specialist II
4135	Apprentice I
4136	Apprentice II
4137	Apprentice III
4138	Apprentice IV
4140	Bridge Mechanic I
4141	Bridge Mechanic II
4145	Trades Crew Chief
4208	Equipment Analyst
4210	Automotive Technician I
4211	Automotive Technician II
4214	Equipment Mechanic
4223	Parts Specialist
4420	Printer I
4421	Printer II
4422	Graphics Designer I
4425	Graphics Designer II
4426	Bindery Worker
4427	Graphics Production Coordinator
4437	Sign Shop Technician
4438	Senior Sign Shop Technician
5001	Custodial Worker
5025	Security Officer
5111	Cook II
5112	Cook III
6200	Animal Care Specialist
6205	Animal Care Veterinary Assistant
6207	Animal Control Officer I
6210	Animal Care Coordinator
6212	Animal Control Officer II
6216	Animal Control Facility Coordinator
6246	Stray Shuttle Driver
9000	Maintenance Worker I
9001	Maintenance Worker II

9002	Maintenance Worker III
9003	Maintenance Worker IV
9004	Passenger Driver
9005	Motor Equipment Operator I
9006	Motor Equipment Operator II
9007	Motor Equipment Operator III
9008	Motor Equipment Operator IV
9015	Bridgetender
9025	Bridge Repairer
9035	Dredge Operator
9101	Public Works Crew Chief
9201	Field Office Coordinator
9303	Utility Routing Specialist
9305	Meter Reader
9307	Infiltration and Inflow Technician Apprentice
9315	Utility Plant Operator Apprentice
9317	Utility Plant Operator I
9318	Utility Plant Operator II
9325	Utility Plant Mechanic
9329	Lift Station Technician I
9330	Lift Station Technician II
9359	Air Quality Technician
9360	Utility Line Crew Chief
9361	Utility Line Technician I
9362	Utility Line Technician II
9363	Utility Line Technician III
9367	Infiltration and Inflow Technician I
9368	Infiltration and Inflow Technician II
9375	Meter Service Technician
9376	Senior Meter Service Technician
9377	Utility Construction Technician I
9378	Utility Construction Technician II
9379	Utility Construction Technician III
9380	Utility Construction Crew Chief

## **LETTER OF UNDERSTANDING**

### **Retiree Health Insurance Benefit**

The County and the Union agree to form a committee comprised of management and CWA representatives. The committee will formulate a recommendation to be presented to the Board of County Commissioners addressing retiree health insurance benefits within 6 months of ratification of this agreement.

## **LETTER OF UNDERSTANDING**

### **Expedited Arbitration**

The parties agree to negotiate an expedited arbitration procedure for discipline grievances.



## **LETTER OF UNDERSTANDING**

The parties agree that management will conduct a classification review of the Communicator (NBU) and the Airport Communication Specialist for possible inclusion within the bargaining unit.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has executed this Agreement on behalf of the County, and the Union, having ratified this Agreement, has executed this Agreement by and through its designated representatives.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY  
ITS COUNTY ADMINISTRATOR:


\_\_\_\_\_  
Sharon R. Bock, Clerk & Comptroller

\_\_\_\_\_  
Robert Weisman, P.E.

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS:

\_\_\_\_\_  
John F. Koons, Chairman

Approved as to form and legal  
sufficiency:

 FOR  
\_\_\_\_\_  
Denise M. Nieman, County Attorney

Approved and accepted by:

\_\_\_\_\_  
Wayne Condry, Director  
Human Resources Department

Ratified by the Union on  
the 16<sup>th</sup> day of October, 2009.

COMMUNICATION WORKERS OF AMERICA:

\_\_\_\_\_  
Gary McCallister, Chief Negotiator

\_\_\_\_\_  
Richard Poulette, President, Local 3181

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