

AGREEMENT

Between

THE BOARD OF COUNTY COMMISSIONERS

PUTNAM COUNTY, FLORIDA

And

LOCAL UNION NO. 2002

OF THE UNITED BROTHERHOOD OF CARPENTERS

AND JOINERS OF AMERICA

PALATKA, FL

MARCH 14, 2019 – SEPTEMBER 30, 2021

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AGREEMENT

This Agreement entered into this 14th day of March, 2019, by and between the Board of County Commissioners of Putnam County, Florida, hereinafter referred to as the "Employer" and Local Union No. 2002 of the United Brotherhood of Carpenters and Joiners of America, Palatka, FL, and/or its successors, affiliated with Carpenters Industrial Council, United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the "Union".

WITNESSETH

It is the intent and purpose of the Agreement to establish a sound and beneficial working and economic relationship between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstanding and differences which may arise concerning rates of pay, wages, hours of employment and other conditions of employment. It is understood that the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable services to the public.

ARTICLE 1: RECOGNITION

Section 1

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative in the matter of rates of pay, wages, hours of work, working conditions, and other conditions of employment, for the employees in the unit described in Certification case No. 8H-RA-752-0085, issued July 2, 1975, to wit:

Included: Employees of –
Road & Bridge Maintenance Division,
Building & Grounds Division and Sign Shop,
Public Works Department,
Sanitation Department,
Recreation Department,
Fleet Maintenance.

Excluded: Clerical employees, supervisors, foremen, managerial employees and confidential employees.

B. It is agreed and understood by both parties hereto that the Road and Bridge Maintenance Divisions together with the Sign Shop Division shall be separated from the Sanitation Department and Building and Grounds Division and only temporary transfers may be used, except when the losing department and gaining department both agree to the permanent transfer.

Section 2

The Employer agrees there shall not be individual arrangement or agreements made with employees contrary to the terms of this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to limit or impair the unilateral right of the Employer to operate and manage the business of Putnam County, Florida, and nothing in this Agreement shall be interpreted as interfering in any way with the Employer's unilateral right to continue performing those management functions that have been exercised in the past.

Without limiting the provisions of the above paragraph, but in order to clarify some of the more important unilateral rights by the Employer, the Employer shall have the following unilateral management right:

- (a) To determine the purpose(s) of its constituent agencies;
- (b) To set standards of services to be offered to the public and to determine the slate of services to be offered to the public;
- (c) To exercise control and discretion over Putnam County, its organization and operations;
- (d) To direct its employees;
- (e) To take disciplinary actions for proper cause;
- (f) To relieve bargaining unit employees from duty because of lack of work or for other legitimate reason;
- (g) To evaluate bargaining unit employees;
- (h) To determine the size of the working force;
- (i) To determine the size of work crews;
- (j) To introduce new or improved working methods, facilities, equipment, machinery, processes and procedures, or to change or eliminate existing methods, facilities, equipment, machinery, processes and procedures, and to automate;
- (k) To determine the qualifications for and selection of its supervisory, administrative, clerical, management, and confidential employees;
- (l) To maintain order and efficiency in its operations;
- (m) To determine and provide basic working materials;
- (n) To determine work load and the organization of the work day;
- (o) To determine transfers and reassignments;
- (p) To fill vacancies and make promotions so as not to infringe upon rights granted within this Agreement;
- (q) To grant or deny leaves of absence, with or without pay.

ARTICLE 3: DISCRIMINATION

Section 1

The parties agree that neither will interfere in any way with the right given by law to employees to participate in Union activities, or to refrain from participating in Union activities as the employees choose, in accordance with applicable law.

Section 2

Neither the Employer nor the Union shall discriminate against any employee because of race, color, religion, sex, national origin, age, or physical handicap. This section will be interpreted consistent with applicable state and federal law.

ARTICLE 4: CHECK OFF

Section 1

The Employer agrees to deduct Union dues in an amount certified in writing by the Union, each pay period from the employees who authorize it. The total amount deducted shall be submitted within ten (10) days following date pay was issued by the Employer to the Union at the address it designates in writing. The Union shall give at least a thirty (30) day notice of any change in membership dues. Such written assignment shall be cancelable upon thirty (30) days written notice by the Employee to the Employer and the Union.

Section 2

Deductions from the wages of the employees shall be deducted from each pay period in such manner that the amount deducted each month will total the amount due for that month.

Section 3

A report of the amounts deducted shall be sent by the Employer to the Financial Secretary of the Union or his/her designee by the 10th of the month following the month in which deduction is made.

Section 4

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the Employer in complying with any of the provisions in this Article.

ARTICLE 5: NO STRIKE

Section 1

The Union agrees that it will not authorize any strike, work, stoppage, slowdown, or any form of interference with the operations of the Employer.

Section 2

The Union, its officers, agents, members, and the bargaining unit employees covered by this Agreement all agree that there shall be no strikes (including sympathy strikes), slowdowns, picketing, employee demonstrations, stoppages of work for any reasons, boycotts, failures to report for duty, absence of employees from their positions, concerted submission of resignations or concerted abstinence in whole or in part by any group of bargaining unit employees from the full and faithful performance of the duties of employment with the Employer. An employee engaging in a strike (as defined in Florida Statute 447.203(6), and as prohibited by Florida Statute 447.505, may be discharged and such discharged employee(s) shall have recourse to the grievance or arbitration procedures herein for the purpose of determining whether or not the employee participated in the strike. If it is determined that the employee did not participate in the strike, then no action shall be taken.

Section 3

In the event of a strike, work stoppage, or slowdown, a responsible representative of the Union will, after notification by the Employer that a strike exists, promptly and publicly disavow such a strike or similar interference with the operations of the Employer and order the employees back to work and attempt to bring about prompt resumption of normal operations. The Union will notify the designated agent of the Employer within twenty-four (24) hours after receipt of notice that a strike exists what action it has taken to comply with the provisions of this article.

ARTICLE 6: REPRESENTATION

Section 1

The Employer will recognize one (1) representative, appointed by the Union in each work crew or work area, as follows: Sanitation, Fleet Maintenance, Truck Drivers, Equipment Operators, and Maintenance Workers/Tradesworkers/Technicians. Representatives shall not be discriminated against or discharged because of his or her activities in enforcing the safety standards established by law or by the Employer.

Section 2

The Union shall notify the Employer of the names of all officers and representatives prior to the effective date of their assuming duties of their respective office. The County shall provide the Union with monthly reports of new hires to bargaining unit positions (if any).

Section 3

The employees or Union shall not engage in solicitation or Union business of any kind, including solicitation of membership, during work hours. Representatives may use up to forty-five (45) minutes with pay during a work day for investigating grievances when necessary and upon approval of department head or designee. Approval will not unreasonable be withheld.

Section 4

In the event of a significant increase in personnel or formation of additional departments, the number of five (5) representatives can be increased by mutual agreement to allow representation of the work crew or work area.

Section 5

An employee who believes he or she is facing a disciplinary action may request Union representation at any meeting(s) where disciplinary action is taken. The Union will be provided prior written notice of any such meeting and will have the right to attend it.

ARTICLE 7: UNION BUSINESS

Section 1

The President of the Union, or his or her designee may, with the consent of his or her Department Head, be granted reasonable time off to conduct Union business which can only be conducted during working hours, provided a written request is submitted prior to the time off period and such absence would not unduly hamper the operation where the officer is employed. In emergencies, the request may be submitted orally and later confirmed in writing.

Section 2

The Representative of the Carpenters Industrial Council UBC Local 2002 may, with permission from the Employer, enter upon the Employer's premises for the purpose of conducting legitimate business in connection with the Union's representation of the employees. Such permission from the Employer will not be unreasonably withheld.

Section 3

Three (3) bargaining unit employees will be granted leave with pay for the purpose of attending negotiations. Preparation for the negotiation will not be paid leave time.

ARTICLE 8: RULES

Section 1

All rules, regulations, policies, and procedures of the Employer in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify, or delete rules, regulations, policy, or procedures not in conflict with the terms of this Agreement rests with the Employer. However, the Employer agrees to submit a written copy of any changes in rules, regulations, policy, or procedures to the Union prior to changes going into effect.

Section 2

All rights, privileges, benefits, and working conditions enjoyed by employees on the effective date of this Agreement, which are not included in this arrangement, will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously.

ARTICLE 9: BULLETIN BOARDS

Section 1

The Employer shall provide the Union with suitable bulletin boards in a location(s) designated by the Employer and the Union agrees that it shall use the bulletin boards only for Union business. Such notices shall not be of a controversial or political nature.

Section 2

Copies of all materials or notices posted shall be submitted to the Employer.

ARTICLE 10: HOURS OF WORK AND OVERTIME

Section 1

The normal work week shall consist of forty (40) hours worked beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday. No employee's normal work week shall include both Saturday and Sunday unless agreed to at time of hiring. The County shall determine the normal work day, not to exceed ten (10) hours. A weekly pay period will be used. Employees may be assigned to a four (4) day, ten (10) hours per day work week. The County shall give at least fourteen (14) calendar day notice for any permanent schedule change being implemented as a policy change by the County which is applicable to more than one bargaining unit employee.

Section 2

All work performed (a) in excess of forty (40) hours in any one week, (b) in excess eight (8) hours in any one day for employees assigned to the regular eight-hour work day schedule and in excess of ten (10) hours in any one day for employees assigned to the alternative ten-hour work day schedule, (c) on Sunday and (d) as a result of being called out after normal hours or on a non-scheduled work day shall be paid at the rate of one-and-one-half (1.5) times the employee's regular rate of pay. Any hours paid as overtime under (b), (c) or (d) above shall not count in the calculation of weekly overtime (i.e., there shall be no pyramiding of overtime). For the purpose of this section, except as hereinafter provided for paid holidays, it is understood that no type of leave, including sick, holiday and vacation leave, will count as work performed (time worked) for the purpose of computing overtime.

Section 3

All of the above shall comply with the Fair Labor Standards Act (FLSA) as it applies to local government.

Section 4

Any employee called back to work on regularly scheduled day off or after the completion of his or her normal work day will receive three (3) hours compensation or the actual time worked, whichever is greater.

Section 5

Paid holidays shall not count as time worked for the purpose of computing overtime.

Section 6

Scheduled overtime shall be distributed as equally as possible.

Section 7

If additional work is required as an extension of an employee's shift or the extension of a project, the employee who is on the job shall be offered that additional work.

Section 8

Any employee may be required to work additional hours except when the Employer determines that compelling reasons prevent such employee from working. When possible, additional work that no employee has volunteered to perform will be assigned to the least senior qualified person.

Section 9

Management reserves the right to implement a voluntary on call policy. Any such policy will include the following:

A. Public Works

1. Two people will be on call for the week (each may be provided a cell phone and is expected to answer or call back within 30 minutes or be subject to disciplinary action).
2. Four (4) hours on call pay at straight time for the week.
3. Any call-out hours actually worked will be compensated at 1.5 times regular rate.
4. On call pay and call-out hours worked are stand alone and not affected by use of any type of leave.

B. Fleet Maintenance

1. One person with vehicle and cell phone will be on call for the week.
2. All other items same as above.

ARTICLE 11: SENIORITY

Section 1

Seniority is defined as an employee's continuous length of service with the Employer, commencing with his or her last date of hire.

- A. The principles of seniority shall be observed in recalls, vacancies, promotions, days off, vacation selection, and as hereinafter provided for layoffs.
- B. In the event of a reduction in work force or elimination of position, the quality of each employee's past performance ratings, disciplinary record, past attendance, and the needs of the County, shall govern.
- C. In the event of a reduction in work force or elimination of position, the probationary and temporary employees in the classification and division affected will be laid off first. Subject to Section 1B above, if further reductions are necessary, employees with the least seniority shall be laid off from the classification and division affected. As between two employees who are equally qualified and equal under Section 1B above, seniority shall prevail. In arbitration, the burden will be on the Union to prove that the more senior employee(s) laid off are as qualified as the less senior employee(s) retained at the layoff. Any employee to be laid off will have the right at the time of layoff to bump a less senior bargaining unit employee in any division in any equal or lower classification, provided that the employee is qualified at the time of layoff to perform the duties of the job, has all the necessary licenses and certifications and has held the position prior to layoff with the Employer. The salary of the employee entering the bumped employee's position shall be equal to that of the employee being bumped at the time of the bump.
- D. Employees shall be recalled in the reverse order of lay off.

Section 2

All new employees shall be regarded as probationary during the first one hundred and eighty (180) days of their employment. A probationary employee shall have no seniority rights and his or her retention is entirely within the discretion of the Employer.

Section 3

An employee's continuous service with the Employer shall be considered as having been broken if the employee:

- a) Quits,
- b) Is discharged for just cause,
- c) Is absent due to a lay off for more than one year,
- d) Is retired,
- e) Is placed in OPS/Temporary status.

Section 4

An employee who accepts a position with the employer outside the bargaining unit shall retain, but not accumulate, seniority for future use in the bargaining unit. If any such employee be deprived of his or her non-bargaining unit position by action of the employer, except in cases of discharge for cause, he or she may exercise his or her seniority to apply for vacant jobs within the bargaining unit on the same basis as if he or she were employed in the bargaining unit.

ARTICLE 12: VACANCIES – PROMOTIONS

Section 1

The Employer shall post a notice of vacancies for open positions for all open bargaining unit positions for ten (10) calendar days before advertising for external candidates. A complete application will be required. Past performance, disciplinary record, seniority and attendance shall be considered in

determining qualifications. Competency/operations tests are required for the Weighmaster position and Equipment Operator I, II, III and IV positions. The County shall provide the Union with the Weighmaster testing requirements along with updates as the requirements are revised.

Section 2

A trial period of fifteen (15) work days will be given the employee to demonstrate capability in performing the duties of the position. In the event that the Employer determines that the performance is unsatisfactory, or if the employee so desires, the employee may return to the former position. If at the end of the fifteen (15) day period the employee is still on the job, the promotion or appointment will become effective. An employee will be given instructions on performance of the position and will be afforded reasonable opportunity to demonstrate ability to do the job. If upon written mutual agreement between management, employee, and the Union a statement is signed during the 15-day qualifying period that the promotion has become effective, the vacant position can then be advertised in accordance with Section 12.1. By written agreement between management and the Union, the fifteen (15) day trial period may be extended. An employee promoted to a job having a higher pay grade shall receive, at minimum, an increase to the minimum of the new salary range or five percent (5%) above the current salary, whichever is greater.

Section 3

An employee applying unsuccessfully for a vacancy who has seniority greater than the person who is selected to fill the vacancy shall be given the reasons for his or her non-selection.

Section 4

Training programs may be offered by the County. Participation in training programs may be mandatory and may be conducted during normal working hours.

Section 5

An employee will be considered for participation in optional training upon submitting his or her request in writing to his or her supervisor. The Union may submit in writing the names of employees to be considered for participation along with reasons for the recommendation. Hours will be earned and awarded by the Trainer and a record of same will become a part of the employee's personnel file. Only regular, full-time employees shall be eligible.

ARTICLE 13: TEMPORARY TRANSFERS

Section 1

An employee temporarily transferred to a position for one full workday with a higher pay grade shall receive an increase to the minimum of the new salary range or 5% above current salary, whichever is greater while performing the duties of the new position.

Section 2

An employee temporarily transferred to a position at the same wage rate or a position in a lower wage rate shall suffer no reduction in pay.

Section 3

It is understood that temporary transfer shall not exceed thirty (30) consecutive working days; by mutual written consent between the department head and employee this period of time may be extended.

ARTICLE 14: HOLIDAYS

Section 1

Holiday pay is defined as eight (8) hours of pay at the employee's regular hourly rate. The following holidays will be observed:

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) Good Friday
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Veteran's Day
- 8) Thanksgiving Day
- 9) Day after Thanksgiving Day
- 10) Christmas Eve, Kwanza, Chanukah or another recognized winter holiday
- 11) Christmas, Kwanza, Chanukah or another recognized winter holiday
- 12) Employee Birthday

Section 2

Any employee who calls in sick the day before or after an observed holiday will not be paid for the holiday.

Section 3

Any employee who works on the day a holiday is observed shall, in addition to his or her holiday pay, receive one and one half (1.5) times his or her regular hourly rate of pay.

Section 4

For employees scheduled to the four (4) day, ten (10) hour work days schedule, if a scheduled holiday falls on the employees scheduled day off, the employee may take off the nearest adjacent scheduled work day as the observed holiday. (Example: If the employee works the Monday through Thursday (Schedule A), and the holiday falls on a Friday, the employee may take off Thursday as the observed holiday.) Employees on the four (4), ten (10) hour work days schedule may (a) choose to use two (2) hours of vacation leave to provide ten (10) hours of pay due to the holiday, or (b) choose not to use two (2) hours of vacation leave (i.e. take the time off without pay).

Section 5

An employee shall observe their birthday day holiday on any workday during the same pay period it occurs.

ARTICLE 15: VACATIONS

Section 1

Vacation leave shall accrue each year for all employees in the bargaining unit based on the following:

<u>Years of Continuous Service</u>	<u>Length of Vacation Each Year</u>
1 year through 5 years	96 hours

Upon completion of 5 years through 10 years	120 hours
Upon completion of 10 years through 15 years	144 hours
Upon completion of 15 years or more	160 hours

Section 2

Pay for all vacation shall be based on the rate of pay of the employee at the time of vacation, computed on the hourly rate of pay.

Section 3

Employees may accrue and carry forward annual leave credits up to 240 hours. All employees who have accrued annual leave in excess of 240 hours on December 31st of each year will have their accrued annual leave credits reduced to 240 hours on January 1st.

Section 4

Employees shall have the right to select their vacation period provided it does not interfere with the Employer's operation. Conflicts in scheduling vacation leave shall be decided based on seniority except that seniority shall not take priority in vacation scheduled thirty (30) or more days in advance.

Section 5

Absence on the account of sickness in excess of sick leave accrual will be deducted from annual leave accrual.

Section 6

Any employee who leaves the services of the Employer for any reason shall be paid for all unused earned vacation.

Section 7

Vacation leave, including emergency leave, shall not be charged to employees' accounts in increments of less than one (1) hour.

Section 8

Any employee may use accrued vacation for emergency leave or for personal business requiring time away from his or her job, including attendance of funeral, providing the employee obtains approval from the department head prior to taking this type of leave. Approval will not unreasonably be withheld.

Section 9

Vacation leave cannot be used towards the calculation of overtime.

ARTICLE 16: SICK LEAVE

Section 1

Employees will be credited with one hundred and four (104) sick leave hours per year which will be credited on a pro-rated basis each pay period.

Section 2

An employee is eligible for payment of unused sick leave as provided in the Putnam County Personnel Policy. In case of death, payment for accrued unused sick leave credits shall be made to the employee's beneficiary, estate, or as otherwise provided by law. An employee who is eligible for payment of unused sick leave credits shall be compensated at the employee's current regular hourly base rate for one-fourth

(1/4) of all unused sick leave credits, provided that one-fourth (1/4) of unused sick leave credits does not exceed 480 hours. In no case shall leave in excess of 480 hours be paid for.

Section 3

Sick Leave will be authorized only in the event of:

- A. Employee's personal illness, injury, or exposure to a contagious disease which would endanger others; employee's personal appointments with a doctor, dentist, or other recognized health care practitioners when it is not possible to arrange such appointments during off-duty hours.
- B. Sick leave may be used for an illness to a member of the employee's immediate family (as described in Article 20, Section 2).
- C. Non-probationary employees may use up to 12 weeks of earned sick leave per year to care for the employee's child after birth or placement for adoption or foster care; to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job. The employee will be required to provide as much advance notice as possible when the leave is foreseeable. It is understood that the County will comply with the Family and Medical Leave Act of 1993 with respect to job benefits and protection.

Section 4

The employer may require an acceptable doctor's certificate before payment is made for sick leave under Section 3 of this Article, it being specifically understood that this section shall not be applied arbitrarily or capriciously. Absences may require a doctor's certificate pursuant to the Putnam County Personnel Policy.

Section 5

In the event that an employee has used all accrued leave and all FMLA entitlement has been exhausted, and it becomes necessary to hire a replacement to fill the employee's position, the employee may be terminated at the discretion of the County Administrator or a special leave of absence may be granted, whichever is in the best interest of the County.

Section 6

Sick leave cannot be used towards the calculation of overtime.

ARTICLE 17: WORKERS COMPENSATION

Section 1

All workers' compensation premiums are to be paid by the Employer.

Section 2

Any regular employee of the Employer who is temporarily disabled, as a result of any injury received in the course of employment with the Employer, shall be entitled to be compensated as provided herein. The employee shall receive from the employer the amount to which he or she is entitled under the Workers' Compensation Law, plus the difference between this amount and the amount of salary which the employee was receiving immediately prior to his or her injury for a period of up to seven (7) calendar days or maximum medical improvement, whichever shall first occur. If the employee must revert to

normal Workers' Compensation benefits and use accrued sick and annual leave in an amount necessary to receive salary payment that will increase his or her Workers' Compensation payments to total the salary being received prior to the occurrence of the disability. The intent is that the employee be made whole, but not more than whole, while on Workers' Compensation.

Section 3

Any provisional, probationary, or part-time employee who is temporarily totally disabled as the result of an injury received in the course of employment with the Employer may receive only the benefits to which he or she is entitled under the Florida Workers' Compensation Law or such benefits above legal requirements as the Employer may deem reasonable.

ARTICLE 18: MILITARY LEAVE

Section 1

Both parties agree to comply with applicable State and Federal law as it applies to military leave.

ARTICLE 19: MATERNITY LEAVE

Section 1

Maternity leave shall comply with Federal and State Laws.

ARTICLE 20: BEREAVEMENT LEAVE

Section 1

All employees covered by this Agreement may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Bereavement Leave shall not exceed three (3) consecutive work days; however, individuals needing more time off may be allowed to use accrued annual leave.

Section 2

Immediate family will be the employee's spouse and the parents, children, brother, sister, grandparents, and grandchildren of the employee or their spouse. Proof of death and of the relationship may be required.

ARTICLE 21: COURT LEAVE

Section 1

Employees who are called to jury duty service or subpoenaed as a witness in a County-related matter shall excused from work and shall receive their regular straight time for hours they would normally work for the days on which they serve. Any jury duty fees shall be given to the County by the employee. The employee will present proof of service or reporting for service.

Section 2

Any employee released from jury duty or as a witness at anytime prior to 12:00 noon, shall report to work within one (1) hour after being released.

ARTICLE 22: LEAVE OF ABSENCE

Section 1

All requests for a leave of absence must be in writing and approved by the Employer, and may be granted at the discretion of the Employer.

Section 2

Upon request, within fifteen (15) days notice, the Employer agrees to allow any Union officer or delegate annual leave or a leave of absence without pay to attend any Union meetings or conventions for a period not to exceed one (1) week, provided that no more than two (2) employees, and only one employee from an individual work area, will be granted leave at the same time for such purpose.

ARTICLE 23: GRIEVANCE PROCEDURE

Section 1

For the purpose of this Agreement, a grievance is defined and limited as a dispute a grievant may have as to the interpretation, application, or alleged violation of an express provision or provisions of this Agreement that are subject to the grievance procedure. A grievant shall mean either an individual bargaining unit employee or group of employees.

STEP 1

The employee having a grievance as defined above may, within seven (7) working days following the occurrence of the event giving rise to the grievance, take the matter up with their immediate supervisor. The supervisor shall give his or her oral answer concerning the matter within seven (7) working days.

STEP 2

If the grievant(s) are not satisfied with the supervisor's oral answer, then the matter shall be reduced to writing and filed as a formal grievance with such supervisor within seven (7) working days of the supervisor's oral answer and a copy shall be sent to the Department Head. Within seven (7) working days after receipt of the written grievance, the supervisor shall give his or her written answer to the grievance, a copy of which shall be sent to the Department Head. At the employee's request, a Union representative may present the grievance on behalf of the employee and be present at each step of the procedure to represent the employee. All grievances reduced to writing must contain the following information:

- a) Article and section of the Agreement alleged to have been violated;
- b) A full statement of the grievance, giving all relevant facts, dates and approximate time of event(s), and specific adjustment desired;
- c) Signature of grievant and date signed. If time limitations to answer are not fulfilled the grievance goes automatically to Step 4.

STEP 3

If the grievant(s) are not satisfied with the supervisor's written answer, they shall request in writing a meeting with the employee's next level of supervision within seven (7) working days. The supervisor shall meet with the grievant(s) and the Union representative within seven (7) working days after receipt of this request and shall give a written answer within seven (7) working days after such meeting.

STEP 4

If the grievant(s) are not satisfied with the answer, then within seven (7) working days after an answer has been given, the Union shall request, in writing, a meeting with the County Administrator, Department Head, the supervisor(s), the Human Resources Director, the Union representative, and the grievant(s). The parties shall agree to a meeting date and

time within ten (10) calendar days. The County will give a written answer within thirty (30) calendar days after the meeting. If the Union is unsatisfied with the answer it may appeal the grievance to arbitration by sending written notice to the County within thirty (30) calendar days of the Step 4 answer.

Section 2

If time limits for filing are not followed, the grievance is barred.

Section 3

After the grievance is submitted in writing, it cannot be amended without the mutual written consent of the grievant(s) and the Employer.

Section 4

Matters relating to a suspension, demotion, discharge, or evaluation are subject to the provisions of the Putnam County Personnel Policy, but are nonetheless grievable hereunder. A grievance hereunder shall be conducted pursuant to this Article and shall not be pursued under such Personnel Policy or in any other manner.

ARTICLE 24: ARBITRATION

Section 1

To proceed to arbitration, a written request to arbitrate must be received by the County Administrator within thirty (30) working days after receipt by the Union of the written decision of the Article 23, Section 1, Step 4 answer. The parties shall then jointly request the Federal Mediation & Conciliation Service to submit a panel of seven (7) arbitrators. Arbitrators shall be selected from such panel by alternately striking names from the list (a coin toss shall determine which group strikes the first name), until the last name on the list is reached. Unless specified in an arbitration settlement, any grievance settled prior to arbitration shall not constitute a precedent for other grievances or an interpretation of this Agreement.

Section 2

The Arbitrator's decision shall be final and binding on both parties. The expenses of the Arbitrator and a court reporter shall be borne equally by the Employer and the Union. All other expenses shall be paid by the party incurring them and no bargaining unit employees shall be paid by the Employer for time lost as a result of any grievance or arbitration. Either party may be represented by legal counsel. In order to be timely, no grievance shall be considered unless it occurs during the term of this Agreement. The time limits of the grievance and arbitration procedure are mandatory and may not be waived except by mutual written agreement. An Arbitrator may hear no more than one grievance at one time unless the presentation of more than one grievance is mutually agreed to in writing by the Employer and the Union, provided however, that grievances arising out of common provisions of this Agreement may be considered for presentation to one Arbitrator if mutually agreed to in writing. The Arbitrator shall conduct a fair hearing which shall be held at a site jointly selected by the parties. Each party shall have the right of examination and cross-examination of witnesses, to make a record, and file a post-hearing brief. The Arbitrator shall act in a judicial, not legislative capacity, basing his or her decision on this Agreement and without amending, subtracting from, or changing this Agreement. The Arbitrator shall have no power to substitute their discretion for the discretion of the Employer.

ARTICLE 25: PENSION

Section 1

The pension plan that now exists will continue to be a benefit provided to employees for so long as the State of Florida makes it available to the Employer. Contribution requirements will be as set forth by the State.

ARTICLE 26: INSURANCE

Section 1

The Employer currently provides medical and life insurance. The employee is responsible for paying a portion of the premiums for any medical plan. The employee pays the full premium for optional life insurance and dependent coverage.

Section 2

The Employer will work toward maintaining comprehensive insurance for the employees. The cost of such insurance will be borne by the Employer and the Employee. The bargaining unit agrees to accept changes in the health plan as necessary to keep costs to a minimum.

ARTICLE 27: DISCHARGE AND DISCIPLINE

Section 1

No employee shall be removed, discharged, reduced in rank of pay, suspended, or otherwise disciplined except for just cause. The employee and Union shall be given written reasons for such disciplinary action within seven (7) working days after the action is imposed. If the employee cannot be located, written reasons shall be sent by certified mail to the employee's last known address, postmarked within seven (7) working days, with a copy provided to the Union.

Section 2

Any official written reprimand shall be furnished to the employee outlining the reasons for the reprimand. The employee will be required to sign any official reprimand and by doing so shall only show receipt of same. The employee shall have an opportunity to submit a written statement responding to the reprimand. The employee's responding statement will also be entered in his or her master personnel file. All notices herein shall be delivered to the employee. At the request of the employee, a Union representative will be present. The contents of the notice will be explained to the employee. In cases of immediate discharge or when an employee has made himself/herself unavailable, for whatever reason, then written notice shall be sent by certified mail to the employee's last known address, postmarked within seven (7) working days, with a copy provided to the Union.

Section 3

In considering the imposition of disciplinary action, the Employer may not take into account a prior reprimand or suspension that was imposed at least 24 months earlier, unless the prior reprimand or suspension involved a safety issue or conduct of the type giving rise to the current disciplinary action.

ARTICLE 28: WAGES

Section 1

There will be no wage increase to employees, through March 31, 2020, however, this Section will be subject to negotiation each year thereafter in accordance with Article 33, Section 2 herein. There will be no change in wages until the negotiation procedure is completed.

Section 2

No employee in the bargaining unit shall receive less than the State minimum wage during the term of this contract. Said minimum wage shall be applied as of the date of publication of same.

Section 3

Eligible bargaining unit employees will participate in the Experience Pay Plans approved by the Employer on the same terms that apply to other County employees. The Experience Pay Plan may not be discontinued for bargaining unit members during the term of this agreement.

ARTICLE 29: JOB CLASSIFICATIONS

Section 1

A Classification Plan is a system of determining the value of an individual job in relation to all the other jobs in the country. It begins with a job analysis from which job descriptions or class specifications are developed. It is intended that all positions and classifications are evaluated on the same basis of overall job content, responsibilities, skills, and requirements.

Section 2

For new positions, management and the Union will confer and develop a job classification system which will identify the minimum and maximum wages. Management shall have the right, after consultation with the Union, to reclassify existing positions.

ARTICLE 30: EMERGENCIES

Section 1

The terms of this contract are void during a National, State, or local emergency which may affect the health, welfare, or safety of the residents of Putnam County. Even though the contract is void, the overtime provisions of Article 10 hereof shall continue to apply, with the understanding that any day declared by the County to be an administrative leave day shall be considered a "non-scheduled work day" under Article 10. The employees of Putnam County may be used in any capacity as directed by the County Administrator, Department Heads, or their representatives, in case of emergency as stated above.

Section 2

In case of an emergency, employees will not be required to work outside if sustained wind speed exceeds 45 mph. Work assessments will begin after the storm has passed and wind speed drops to below 45 mph.

ARTICLE 31: WORK STATIONS

Section 1

When an employee is required to report to a designated work station other than their permanently assigned reporting station, mileage shall not be paid so long as twelve (12) hours notice is given to the employee of the temporary change. When mileage is paid, there will be no deduction for difference in mileage to the employee's residence. Should an employee be required to report to more than one (1) station on any given day, mileage shall be reimbursed at the approved County rate for miles driven between work stations.

Section 2

Travel time to and from an employee's home to his or her designated work station will not be considered as time worked.

Section 3

Employees must be at their designated work stations ready for work at the scheduled starting time.

Section 4

The Central Landfill and the Huntington and Interlachen Convenience Centers are Sanitation/Landfill Section reporting stations. The Putnam County Road Division office, satellite stations of Huntington and Chesser-Monroe and other assigned areas will be considered reporting stations for Public Works Department employees. Courthouse Complex, Library Headquarters, Interlachen and Crescent City Annexes, Agricultural Center, Health Department, and Public Works Complex will be considered reporting stations for Building and Grounds employees. The triangle park central recreation complex and the West Putnam Recreational Complex will be considered reporting stations for Recreation Department employees. The Fleet Maintenance facility is the reporting station for Fleet Maintenance employees. Reporting stations are subject to change at the County's sole discretion.

ARTICLE 32: SAFETY AND UNIFORMS

Section 1

The Union recognizes the need for employees to wear safety clothing and equipment when required and agrees that the Employer may make this a condition of employment. The Union will cooperate with the Employer in obtaining compliance with this provision by the employees it represents. It is also agreed that the Employer will furnish all safety clothing and equipment that it determines to be necessary to perform the job safely. Safety clothing and equipment will include, but not be limited to: safety glasses, raincoats, footwear, chaps, gloves, ear plugs, hard hats, equipment, first aid kits, fire extinguisher, and spot light (for labor trucks).

Section 2

The County reserves the right to require employees to wear uniforms. Each Department will establish a policy regarding uniforms that will address:

- (i) the type of uniform required;
- (ii) the cost to the employee of the uniform and its maintenance and cleaning;
- (iii) a replacement policy, which may include a cost to the employee for items lost, stolen, or abused.

When provided, uniforms shall be worn during working hours and may be worn to and from work, and during personal en route stops of thirty (30) minutes or less. The consumption of alcoholic beverages in public while in uniform is prohibited. If uniforms are not required, clothing must be appropriate for a public workplace and for the employee's specific job.

ARTICLE 33: DURATION

Section 1

This Agreement shall remain in full force and effect until September 30, 2021. Unless either party notifies the other in writing of a desire to change the terms of the Agreement by March 1, 2021, this Agreement will automatically continue in effect for the succeeding twelve (12) months thereafter.

Section 2

Article 28, Section 1 (Wages) and one additional Article may be opened by the Union for negotiations

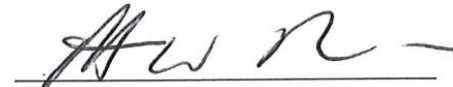
each contract year by giving written notice to the Employer on or before April 1 of each contract year. The Article(s) to be opened must be identified in such notice. The Employer may open Article 28, Section (Wages) and one additional Article each contract year by giving written notice to the Union on or before April 15 of each contract year. The Article(s) to be opened must be identified in such notice.

LOCAL UNION NO. 2002
OF THE UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA

PUTNAM COUNTY
BOARD OF COUNTY COMMISSIONERS



Council Representative



Robert W. Pickens, Jr., Chairman

Jason H Weitzel

Print Name

Date

April 12, 2019

Date



Local Union Committee Member

MARC G. BOZARD

Print Name



Local Union Committee Member

Heather Leann

Print Name



Local Union Committee Member

Neena Rodriguez

Print Name