



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

SEP 15 2015 *JLBS*

## Memorandum

August 28, 2015

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

FROM: *Pati Giambarberree*  
for J. Ricardo Daye, Director, Human Resources Division

SUBJECT: CONSENT AGENDA – September 15, 2015  
American Federation of State, County and Municipal  
Employees (AFSCME) Bargaining Unit Agreement – Fiscal  
Year 2015-16, Article 23 - Wages

Contact: Pati Giambarberree, Human Resources Administrator  
407-836-5828

The County's negotiation team and the American Federation of State, County and Municipal Employees, Council 79 (AFSCME) have reached concurrence on Article 23 – Wages for Fiscal Year 2015-16. A ratification vote was held with the members approving the Bargaining Unit Agreement.

For Fiscal Year 2015-16, the agreement represents a 3.5% increase for all employees meeting performance standards and on the active payroll as of October 11, 2015. This will be accomplished by adding 3.5% to the base pay, not to exceed the maximum of the employee's pay range. Any portion of the 3.5% increase that exceeds the maximum of the pay range will be paid in a one-time lump sum payment not added to base wages.

The agreement shall commence October 11, 2015, following Board of County Commissioner approval. A copy of the proposed article is attached.

Your offices will be contacted to schedule a briefing on this agenda item.

### Action Requested:

**Approval of Agreement Between Orange County, Florida and AFSCME Florida Public Employees' Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, Article 23 - Wages for Fiscal Year 2015-2016.**

c: Ajit Lalchandani, County Administrator  
Eric Gassman, Chief Accountability Officer  
George Ralls, Deputy County Administrator  
Pati Giambarberree, HR Administrator, Human Resources

## ARTICLE 23

### WAGES

- 23.1 An annual longevity payment based on years of credited County service will be paid to current bargaining unit employees according to the attached payment schedule. Lump sum longevity payments shall be made annually in the first full pay period in December based on the years of service as of October 1 each year of the contract.

	<u>FY2013-14</u>	<u>FY2014-15/2015-16</u>
5-9 years of County service	\$150	\$150
10-14 years of County service	\$200	\$400
15-19 years of County service	\$350	\$700
20+ years of County service	\$600	\$1,000

- 23.2 The Senior LPN, Corrections, classification will be retained at the rates set forth in the attached wage schedule. There will be no new Senior LPNs, Corrections. As a Senior LPN, Corrections, position is vacated the position will revert to the LPN, Corrections, category.

- 23.3 The County reserves the right to hire new employees at any rate within the attached wage ranges.

- 23.4 During the term of this Agreement, bargaining unit employees shall receive wage increases as follows:

- A. For Fiscal Year 2013-14, effective October 13, 2013, all bargaining unit employees with a satisfactory performance evaluation, on the active payroll as of that date and on the date of implementation will receive a 3% wage increase.

For Fiscal Year 2014-15, effective October 12, 2014, all bargaining unit employees with a satisfactory performance evaluation, on the active payroll as of that date and on the date of implementation will receive a 3% wage increase.

- B. ~~For Fiscal Year 2015-16, this article will automatically reopen for negotiations, and any wage increases or modifications to this article for Fiscal Years 2015-16 will be determined through the collective bargaining process.~~

For Fiscal Year 2015-16, effective October 11, 2015, all bargaining unit employees with a satisfactory performance evaluation and on the active payroll will receive a 3.5% salary increase. This will be accomplished by adding 3.5% to the base pay, not to exceed the maximum of the employee's pay range. Any portion of the 3.5% increase that exceeds the maximum of the pay range will be paid in a one-time lump sum payment not added to base wages.

- C. Any future increases beyond Fiscal Year 2015-16 shall be negotiated.

- 23.5 Mental Health Specialists and Specialty Coordinators assigned to mental health, shall be paid \$20 for each weekday and \$30 for each weekend day or holiday they are required by management to carry a pager and be on-call by pager or phone.

Nurse Practitioners and Physician Assistants shall be paid \$30 for each day management requires the employee to carry of a pager and be on-call by pager or phone and plus an additional \$75 for each weekend day or holiday (24 hour period) they are required by management to actually report to the work facility.

The employee must be available to return to the workplace within one hour of the call and must return telephone calls within 20 minutes. Monday through Friday (Weekday) call starts at 5:00 pm and ends at 7:00 am. Saturday and Sunday (Weekend and Holiday) call starts at 7:00 am and runs for a 24 hour period. On call shall be paid only when the employee is assigned on call duty for the full time period stated above.

- 23.6 Employees receiving annual lump sum payments shall be obligated to remain employed at Orange County through the end of the fiscal year for which the lump sum payments are made. If an employee that receives a lump sum payment terminates employment prior to the end of the fiscal year for which the payment is made, the County will be entitled to recover the proportionate share of the lump sum payment.

23.7 Registered Nurses, Corrections, LPNs Corrections, and Nurse Practitioners, Corrections and Physician Assistants, Corrections may earn the following bonus:

A. \$500 after the first twelve (12) months of initial employment.

23.8 Nurses assigned by management to serve as a Charge Nurse will be compensated an additional \$2.00/hour while performing that assigned function. Assignment as a Charge Nurse will not be considered as working out of class.

23.9 Management, at its discretion, may establish preceptor training requirements. Preceptor assignments will be rotated to the extent practical among the employees who management determines to have met the preceptor criteria.

Nurses assigned by management to serve as Preceptors will be compensated an additional \$1.00/hour while performing that assigned function. Assignment as a Preceptor will not be considered as working out of class.

23.10 Uniforms and Shoes:

A. Registered Nurse, Corrections; Senior LPN & LPN, Corrections; Medical Assistants, Corrections; Medical Unit Secretary, Corrections; Corrections; Dental Assistant, Corrections, – Upon initial hire, 4 scrub jackets, 4 sets of bottoms, and 4 tops and annually 4 scrub jackets, 4 sets of bottoms, and 4 tops the first full pay period following each anniversary.

B. Physician Assistant, Corrections and Nurse Practitioner, Corrections - 4 lab coats upon initial hire and 4 lab coats annually the first full pay period following each anniversary.

C. Color of uniform will vary by position at the discretion of Management. Nothing herein prevents Management from replacing uniforms damaged in the line of duty that Management deems, in its discretion, to no longer be wearable.

D. Shoes – Annual shoe allowance of \$65 for each fiscal year to be paid the first full pay period of March to each Registered Nurse, Corrections; Senior LPN, Corrections; LPN, Corrections; Dental Assistant, Corrections; and Medical Assistant, Corrections for the purchase of white athletic type or nursing style shoes.

E. Upon termination/separation medical staff will be required to reimburse the Department, according to the cost of the uniform at the time the uniform was issued, before a final paycheck will be issued. The reimbursement schedule is as follows:

- i. Employed less than 6 months 50%
- ii. Employed >6 but < 12 months 25%

F. Maternity uniforms shall be issued to uniformed Bargaining Unit employees upon medical verification of pregnancy in the amount of five (5) maternity trousers and five (5) jackets. The uniforms shall be returned upon the employee's return to work from the birth of the child.

23.11 Shift Differential for Registered Nurse, Corrections, Senior LPN, Corrections, LPN, Corrections & Medical Assistant, Corrections, will be:

- A. \$2.00/Hour "B" Shift 3:00 pm through 11:00 pm
- B. \$2.25/Hour "C" Shift 11:00 pm through 7:00 am
- C. \$2.25/Hour Weekend Shift beginning at 12:00 midnight Friday until 12:00 midnight Sunday

All eligible employees working four or more hours on the second shift shall be eligible for second shift payment for all hours worked within the second shift timeframe. Second Shift hours are any hours worked between 3:00 pm and 11:00 pm.

All eligible employees working four or more hours on the third shift shall be eligible for third shift payment for all hours worked within the third shift timeframe. Third shift hours are any hours worked between 11:00 pm and 7:00 am.

In addition, weekend shift differential shall also be paid to all eligible employee for all hours worked within the weekend shift timeframe. Weekend shift hours are any hours worked between 12:00 midnight Friday until 12:00 midnight Sunday.

All other bargaining unit members shall receive shift differential in accordance with Orange County Policy.

- 23.12 Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning. Overtime hours and overtime compensation shall be paid at the rate of one and one half (1 ½ ) of an employee's hourly wage for those hours worked in excess of forty (40) in a work week, in accordance with the Fair Labor Standards Act. Upon ratification of this Agreement, the County shall develop and implement administrative procedures for implementing the distribution of extra duty in regards to emergency call back and short manning.

23.13 Wage Schedule FY 2014-15/2015-16

JOB TITLE	MINIMUM/HOUR	MAXIMUM/HOUR
Specialty Coordinator, Corrections Pay Grade 806	\$24.34	\$39.63
Registered Nurse, Corrections Pay Grade 805	\$21.25	\$34.38
Nurse Practitioner/Physician Assistant Corrections Pay Grade 807	\$30.94	\$50.37
Medical Unit Secretary Corrections Pay Grade 81D	\$11.96	\$18.46
Medical Clerk, Corrections Pay Grade 800	\$9.89	\$14.78
Medical Assistant, Corrections Pay Grade 801	\$10.94	\$16.82
Senior Corrections LPN* Pay Grade 803	\$17.24	\$27.15
LPN, Corrections Pay Grade 802	\$15.38	\$24.92
Dental Assistant, Corrections Pay Grade 81D	\$11.96	\$18.46
Mental Health Specialist, Corrections Pay Grade 804	\$18.68	\$30.01

\* Senior Corrections LPN will have no new positions. As vacancies occur in existing positions, the vacant position will revert to LPN, Corrections classification.