

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY BOCC

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
LOCAL 167**

Effective October 1, 2017 to September 30, 2020

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ARTICLE 1
PREAMBLE

- 1.1 This Agreement is entered into by and between the Hillsborough County Board of County Commissioners, herein referred to as the Employer, and the Hillsborough County Florida Employees, Local 167, AFSCME, AFL-CIO, herein referred to as the Union.
- 1.2 The intent and purpose of this Bargaining Agreement is to promote and maintain mutual harmonious relations between the parties hereto; to provide an orderly and peaceful means for resolving differences which may arise concerning the interpretation or application of this Agreement; and to set forth the entire agreement between the parties concerning wages, hours, and terms and conditions of employment.
- 1.3 The Union recognizes that the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort and well-being of the public and their best interest will be served by the assurance of orderly, efficient and uninterrupted operations to the public at all times.
- 1.4 The Employer recognizes employees assist in providing essential public services which vitally affect the health, safety, comfort and well-being of the public.
- 1.5 All references in this contract to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees.
- 1.6 All references in this contract to "Department" are used for convenience only and shall also apply to "Office" or other operational unit.

ARTICLE 2
RECOGNITION

- 2.1 The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all matters affecting wages, hours and terms and conditions of employment as provided in Chapter 447, Florida Statutes, for those Employees in the Bargaining Unit as certified by the Public Employees Relations Commission (PERC), in its certification number 608 issued May 31, 1983, as clarified by its Order Number 97E-187 issued July 24, 1997 which includes all the classifications listed in Appendix A of this Agreement.
- 2.2 The Employer and Union agree to meet to discuss the re-titling of classifications and the creation of new classifications. The Employer and Union agree to work toward a "Unit Clarification" petition to the Public Employee Relations Commission (PERC) as necessary.

ARTICLE 3
NON-DISCRIMINATION

- 3.1 The Employer and the Union agree not to discriminate against any Employee for their legal activity on behalf of the Employer or any Union, or for their membership or non-membership in any Union.

ARTICLE 4
REPRESENTATIVES OF THE PARTIES

- 4.1 The Employer agrees to deal only with the authorized Union representatives who are designated for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment. The Union shall provide the Employer the names of designated representatives upon ratification of this Agreement by both parties, and upon designation or replacement thereafter.
- 4.2 The Union agrees to deal only with the County Administrator, or his designated representative, in matters affecting the interpretation, application or administration of this Agreement, and that they will not seek to involve the County's elected officials in such matters. The Employer shall provide the Union the names of designated representatives for the purposes of ongoing contract administration upon ratification of this Agreement by both parties, and upon designation or replacement thereafter.

ARTICLE 5
MANAGEMENT RIGHTS

- 5.1 The Employer reserves all rights, powers, and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of this Agreement.
- 5.2 In addition, the Union recognizes the sole and exclusive rights, powers, and authority of the Employer to the following: to set the standards of service to be offered the public; to manage its Employees; to hire, promote, evaluate, transfer, schedule, assign and retain Employees; to suspend, demote, discharge or take other disciplinary action against Employees for just cause; to relieve Employees from duty because of lack of work, funds, or other legitimate reasons; to maintain the efficiency of its operations; to determine the duties and minimum training qualifications to be included in each job classification; to expand, reduce, abolish, combine, or create any job, job classification, Department, or operation for business purposes; to determine the amount and type of equipment to be used; to control and regulate the use of all its equipment and other property; to establish and require Employees to observe all its rules and regulations; to evaluate Employee performance and to determine internal security practices; to schedule the hours and days to be worked on each job and each shift; to discontinue, transfer, subcontract all or any part of its operations; and to introduce new, different, or improved work methods and means.
- 5.3 In interpreting this Agreement, there shall be absolute and complete regard for the right of the Employer to determine unilaterally the purpose of the Departments impacted by this Agreement, and to set the standards of services to be offered to the public.
- 5.4 If the County proposes any changes to current working conditions that are defined as mandatory subjects of bargaining, the County will notify the Union and the Union may request a meeting and provide input to these changes.

ARTICLE 6
NO STRIKE

- 6.1 The Union agrees that there shall be no strike or strikes, slowdowns, or picketing in furtherance of a work stoppage, any cessation of work of any kind or degree whatsoever, curtailment of work, or restriction of performance of duties, or any other interference or stoppage, total or partial, for any reason whatsoever, such reasons including, but not limited to, alleged violations of this Agreement by the Employer.

- 6.2 The Union will not authorize, approve, finance, aid, condone or in any other manner support any strike or any picketing of the Employer or customer facilities or premises in respect to any controversy, disputes, or grievances, and the Union will take immediate steps to end any work stoppages, picketing, strikes, slowdowns, or suspensions of work.
- 6.3 In addition to any of the legal rights to which the Employer is entitled, the Employer shall have the right to: discipline up to and including discharge any Employee who instigates, participates in, or gives leadership to, any activity prohibited in 6.1, at the sole discretion of the Employer. Allowing Employees to work or return to work shall not be considered condonation of their activity in violation of this Article.
- 6.4 Employees who fail or refuse to perform the regular duties of their job because of a strike, boycott, or picket line, upon the Employer's premises or at any other place, shall be subject to discipline or discharge at the discretion of the Employer, and such shall be a violation of this Article, regardless of which labor organization is conducting the strike, picketing, or labor dispute.

ARTICLE 7

DRUG FREE WORK PLACE

- 7.1 It is recognized that Employees are the organization's most important resource and that the efficient functioning of the organization is directly related to the individual performance of each and every Employee, that Employee alcohol and/or drug abuse can seriously impact the effective delivery of County services and the health, safety, and welfare of Employees and the public.
- 7.2 Therefore, the County has established a Drug Free Work Place policy in accordance with applicable laws. The purpose of this policy is to provide a healthy, safe, and secure work environment for all Employees.
- 7.3 The Union agrees to comply with the County's Drug Free Work Place Policy.
- 7.4 It is agreed that the policy and/or procedures may be changed in order for the County to comply with statutory requirements. The county will provide notice to the Union.
- 7.5 If the County proposes any change to this policy other than in 7.4 above, the County will notify the Union and the Union may request a meeting to discuss and provide input to these changes.

ARTICLE 8

UNION ACTIVITY

- 8.1 Human Resources will approve the Union's request for a maximum of three (3) Employees to participate in labor negotiations, to include reasonable travel time from the work location to the table and return to the work location. Reasonable travel time is defined to anticipate arrival at the negotiation location approximately ½ hour before the start time of negotiations. County vehicles if available may be utilized for the purpose of attending table negotiations.
- 8.2 Prior to the commencement of table negotiations, the Union shall provide to the County the names of their bargaining team. During the course of table negotiations either party may, upon proper notification, substitute Employees who participate in table negotiations. Such substitution shall not be affected in such a manner as to disrupt the continuity of the negotiating process. The Employer will liaise with Departments in scheduling attendance at table negotiations.
- 8.3 The Employer shall allow the Union to furnish a bulletin board 3' x 3' in size at each permanent work location which shall be erected by the Employer, in non-public access areas for the use of the Union. The

bulletin board supplied by the Union must meet the Employer's specifications. All materials to be posted on such boards shall, prior to posting, be signed by an official Union representative and a copy furnished to the Director of Human Resources, or their designee. In any event, bulletin board notices shall be restricted to: (a) Notices of Union elections; (b) Notices of Union appointments and results of Union elections; (c) Notices of Union meetings; and (d) Other notices concerning Union affairs. In any event, materials to be posted shall not be political, libelous, or scurrilous in nature. The Union may post the names of the official Union representatives and a copy of the current collective bargaining agreement on Union bulletin boards.

- 8.4 To the extent provided by law, the Employer shall provide the Union with a copy of a document which captures the following information for each bargaining unit Employee: name, current address, benefits date and current job classification. This document will be provided to the Union twice a year upon request.
- a. The Employer shall furnish the Union with a list of all written rules and policies pertaining to the Employees covered under this Agreement. In the event a rule or policy is amended/modified or a new rule of policy is implemented, the Employer shall provide the Union with notice of such change. Prior to implementation of any affected rules or policies as described herein, the Employer shall provide the Union with an opportunity to discuss said policy.
 - b. The Employer shall provide the Union with a copy of all material routinely or regularly distributed to Employees covered under this Agreement.
- 8.5 The Employer agrees to provide time off "without pay" for two (2) Employees/Union representatives to attend the national AFSCME convention and AFSCME 79 convention. Employee representatives will be permitted to use annual leave for these conventions. The Employer will be notified of the dates at least thirty (30) days prior to the convention.
- 8.6 In addition to any other time off set forth in this agreement for Union related matters, the Employer agrees upon the first month after ratification to provide 75 hours per month, as designated by the Union for employee(s) to be off from their regularly assigned duties. Any remaining hours per month shall be rolled over to the following month for each month remaining in FY'18. However, at the end of each Fiscal Year, starting in FY'18, the amount of time accumulated by the Union will be reset to zero. This time shall be used for labor negotiations, the resolution of employee/management disputes, and all other labor relations matters with the County.
- 8.7 Any time used by the designated employee shall not be considered in the calculation of overtime. Leave time under this agreement for Union related matters shall not be used for political activities for or on behalf of the Union or others.

ARTICLE 9

UNION STEWARDS & REPRESENTATION

- 9.1 The Union may designate shop stewards by written notice to the Labor Relations Manager, however, only 12 previously designated shop stewards will be permitted to participate in grievance activities as outlined in 9.2 and/or 9.3. It is understood that no Employee will be recognized as a Union shop steward until the Union has notified the Employer in writing of his Department, job title and work location. It shall be the responsibility of the Union to keep the list current, and to inform the Labor Relations Manager in writing as to any changes made regarding such individuals. Shop stewards designated to participate in grievance activities will be limited to one per Department, unless otherwise agreed by the Employer and the Union.
- 9.2 Neither shop stewards nor bargaining unit Employees shall leave their posts or work stations for the purpose of investigating, presenting, handling, or settling grievances without the express permission of their supervisor. In addition to the time provided to Union representatives in article 8.6, the Employer will grant necessary and reasonable time off with pay to a shop steward who is the designated AFSCME grievance representative who must necessarily be present for direct participation

in a grievance adjustment meeting which is scheduled during work time. However, this time shall not be considered in the calculation of overtime. The Employee may claim mileage to attend meetings pursuant to this section of the contract, if appropriate, or to utilize a County vehicle if available.

- 9.3 Shop stewards shall not contact any Employee or other person concerning grievance matters or Union business during either the working hours of the shop steward or the working hours of any the Employee sought to be contacted without the express prior permission of the appropriate Department Director, or designee. Such permission shall not be unreasonably denied and once granted, arrangements shall be made for such contact to take place during working hours. The Employer will notify the Union in writing as to the Department Director, or designee, by name for the purpose of this article. The Employer shall keep this list current.
- 9.4 Not more than one designated shop steward or a Union officer will be approved to attend a grievance or pre-disciplinary hearing in a work pay status.
- 9.5 The President of Local 167 shall be entitled to be present at all Step 3 and/or higher grievance meetings. But, in no event shall the President's presence delay this meeting more than five (5) working days.
- 9.6 The duties of the shop steward will not interfere with the orderly operations of Departments.
- 9.7 This article does not apply to arbitration proceedings.

ARTICLE 10 **LABOR-MANAGEMENT COMMITTEE**

- 10.1 During the term of this contract, upon request of either party, representatives of the Union and management will meet periodically but not more than every other month for the purpose of reviewing and discussing the common interests in establishing and maintaining labor-management cooperation. Collective bargaining and changes to the contract will not be a subject for discussion at Labor-Management Committee meetings.
- 10.2 The Union will be authorized three (3) Employees on work/pay status, to participate in Labor-Management Committee meetings. However, if the agenda for the Labor Management meeting would require more representation by Union representatives, the Union may designate three (3) additional representatives for the applicable agenda item in a work/pay status. This authorization is for the time of the Labor Management Meeting, plus reasonable travel time from work to the meeting and return. In the event that the issues requiring discussion are County-wide in nature, a labor-management meeting will be directed to the County Administrator, or designee.
- 10.3 County vehicles may be utilized for the purpose of attending Labor-Management meetings, if available.
- 10.4 The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to labor relations. The committee shall not engage in collective bargaining or resolution of grievances.

ARTICLE 11 **DEDUCTIONS**

- 11.1 During the term of this Agreement, the Employer agrees to provide two (2) deductions so as to allow for the withholding of Union dues and Union Funds. Bargaining unit Employees will utilize

only the deduction authorization forms supplied by the Union to authorize the Employer to start, change or cancel the deduction of Union dues or Union Funds (the "Authorization").

a. The Employer agrees to deduct the Union dues in an amount that has been certified by the AFSCME Florida Council 79 from the pay of each bargaining unit Employee who has individually authorized such deduction in writing. A copy of the individual Authorization shall be provided to the Employer.

b. The Employer agrees to deduct any contribution to Union Funds in an amount that has been authorized in writing by the bargaining unit Employee, a copy of which authorization shall be provided to the Employer.

- 11.2 The Authorization may be revoked at the Employee's request. The Authorization will be processed expeditiously by the Employer and in compliance with payroll deadlines. However, the Employer shall have no responsibility to start, change or cancel dues deductions, unless the Employee or the Union has provided the Employer with the Authorization.
- 11.3 The Employer will remit monthly to AFSCME Council 79 via Electronic Fund Transfer (ACH) to an account designated for the receipt of Union dues and Union funds an amount equal to the total of Union dues and Union Funds deducted in each month. Concurrent with said remittance, the Employer will transmit to AFSCME Council 79 via electronic mail (email) transmission to an email address, or addresses, one listing which clearly delineates the total amount deducted for Union dues and the total amount deducted for the Union funds.
- 11.4 The Employer will strive for accuracy in performing the above referenced deductions; but Employer and the Union agree that, any claim regarding Union dues or Union Funds is a matter to be settled between the Union and the Employee, for which Employer bears no responsibility. Any liability for benefits deducted by the Employer and paid over to the Union will be borne by the Union and not by the Employer. Therefore, the Union will indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer, on account of payroll deduction of benefits.
- 11.5 Should a problem arise with the Electronic Fund Transfer (ACH) both parties shall meet to find a reasonable solution to ensure continuation of deduction payments.
- 11.6 Nothing contained herein shall require the Employer to deduct from a salary, or otherwise be involved, in the collection of any fine, penalty, or special assessment.

ARTICLE 12

SENIORITY

- 12.1 Seniority is defined as the date from which an Employee has continuous, unbroken service with the Employer. This date adjusted under the following circumstances:
- 12.2 In case of disciplinary absence (suspension, regardless of the number of days in non-pay status, the seniority date is adjusted by the length of the unpaid absence).
- 12.3 In case of non-disciplinary absence without pay, the seniority date is changed to the extent permitted by law and only if the absence is for 30 calendar or more days, including time granted and used through authorized Sick Leave Bank programs, the Short-Term Disability Program, or the Long-Term Disability Program. If the Employee supplements Short-Term or Long-Term Disability with accumulated hours of annual or sick leave to prevent a loss of income, then the seniority date is not adjusted until the Employee stops supplementing for 30 or more calendar days. It is then adjusted

by the full number of consecutive days absent beginning from the day the Employee stops supplementing.

- 12.4 The seniority date is not adjusted as a result of a Workers' Compensation leave of absence or an approved leave of absence for military duty, regardless of the length of that absence.
- 12.5 Department work units shall maintain a current roster based on seniority. The seniority roster shall be posted on the Employee bulletin board for the work unit.

ARTICLE 13

ECONOMIC PROVISIONS

- 13.1 **GENERAL:** Pay range adjustments, market equity adjustments, wage adjustments and performance (merit) increases shall not continue after the expiration of this contract.

PARK RANGERS: Effective the first full pay period in October 2017, the Park Ranger II classification pay range will be moved from paygrade G: \$24,876 - \$32,198 to paygrade H: \$26,456 - \$34,236. In addition, all employees in the Park Ranger II classification will receive a 5% increase to their base salary up to the maximum of the new pay range outlined above effective the first full pay period in October 2017.

- 13.2 **CLASSIFICATION STUDY:** No later first full pay period in July 2018, the County will implement its Classification and Compensation study for all Union covered positions as set forth in Exhibit B-2.

- 13.3 **WAGE ADJUSTMENT FY18:** Employees will receive a wage adjustment to their base salary of 2.75% up to the maximum of the pay range, effective the first full pay period in January 2018. If the 2.75% increase exceeds the maximum of the pay range, then the amount that exceeds the maximum of the pay range will be paid to the employee in a lump sum in the first full pay period in January 2018.

- 13.4 **WAGE ADJUSTMENT FY19:** Employees will receive a wage adjustment to their base salary of 2.75% up to the maximum of the pay range, effective the first full pay period in January 2019. If the 2.75% increase exceeds the maximum of the pay range, then the amount that exceeds the maximum of the pay range will be paid to the employee in a lump sum in the first full pay period in January 2019.

- 13.5 **WAGE ADJUSTMENT ELIGIBILITY CRITERIA FOR FY18 and FY19:** To be eligible for the wage adjustment identified in 13.3 and 13.4, employees must meet the following criteria: (1) have been employed with the County Administrator since October 1, 2016 for the FY18 Wage Adjustment and October 1, 2017 for the FY19 Wage Adjustment; and (2) be in good standing, which is defined as having received or having maintained a Meets Expectations (3.0) or higher rating on their most recent performance review. Employees who are currently enrolled in either the Drug Free Workplace program or a Performance Improvement Program will not be eligible to receive the increase. Upon the successful completion of the program, the employee will receive the wage adjustment at the time of completion of the program and it will not be retroactive.

- 13.6 **MERIT INCREASE FY18:** Effective the first full pay period in July 2018, the following merit increase will be provided to all eligible employees who receive a performance rating of the following: 0.25% for a performance evaluation score of 3.8 – 4.29 and 0.5% for a performance evaluation score of 4.3 and above. If the merit increase exceeds the maximum of the pay range, then the amount that exceeds the maximum of the pay range will be paid to the employee in a lump sum in the first full pay period in July 2018. Employees who are currently enrolled in

either the Drug Free Workplace program or a Performance Improvement Program on July 1, 2018 will not be eligible for the merit increase.

- 13.7 **MERIT INCREASE FY19:** Effective the first full pay period in July 2019, the following merit increase will be provided to all eligible employees who receive a performance rating of the following: 0.25% for a performance evaluation score of 3.8 – 4.29 and 0.5% for a performance evaluation score of 4.3 and above. If the merit increase exceeds the maximum of the pay range, then the amount that exceeds the maximum of the pay range will be paid to the employee in a lump sum in the first full pay period in July 2019.
- 13.8 **MERIT INCREASE ELIGIBILITY CRITERIA FOR FY18 and FY19:** To be eligible for the merit increase identified in 13.6 and 13.7, employees must meet the following criteria: (1) have been employed with the County Administrator since January 1, 2018 for the FY18 Merit Increase and January 1, 2019 for the FY19 Merit Increase; (2) employees who are currently enrolled in either the Drug Free Workplace program or a Performance Improvement Program on July 1, 2018 for FY18 and on July 1, 2019 for the FY19 will not be eligible for the merit increase.
- 13.9 **GRIEVANCE PROCESS FOR MERIT INCREASES:** The Union or Employee may not utilize the grievance procedure set forth in Article 35; the process below will apply.

An Employee may request a review of his/her performance evaluation by the Union. The Union will determine if the Performance Evaluation needs to be reevaluated for adjustment. If the Union determines that the rating score should be reviewed, the Employee or the Union will submit a letter of explanation along with supporting documentation to the Human Resources Director or designee within 30 calendar days of the issuance of the Performance Evaluation. A mutually agreed upon representative from Human Resources/Management will meet with the employee or Union representative to review the information provided and discuss the merit of the claim. If a representative of Human Resources/Management cannot be mutually selected, then the Union can immediately forward the grievance to Arbitration.

After the meeting with the County, the County will inform the Union of its decision in writing within 30 calendar days upon receipt. If the Union is not satisfied with the response of the County the parties were unable to mutually select a representative for the grievance meeting, the Union may directly file for Arbitration as set forth in Article 35.8. However, in these cases, the Arbitrator will be limited in their review (i.e. – the rating in the performance evaluation). In order to prevail, and have Arbitrator adjust the rating score, the Union must show that the County acted arbitrarily and capricious without any rational basis.

ARTICLE 14

HOURS OF WORK AND OVERTIME

- 14.1 Overtime shall be defined as any required hours of employment exceeding those regularly scheduled during a normal workweek. The normal workweek for each full-time Employee of this bargaining unit is forty (40) hours during a seven (7) day period. Any additional hours worked will be designated as overtime as provided by the terms of the Fair Labor Standards Act.
- 14.2 **OVERTIME ALLOCATION** - Overtime will be required in situations as defined herein when identified by the Department head or that person's designated representative.
- a. When an established post of duty must be covered 24 hours a day, and the Employee scheduled to cover that post on a given shift does not report for duty.

- b. When there is danger to life, health, or well-being of the public or Employees, or where danger to property is imminent.
- c. The direct or indirect statutory responsibilities prescribed for the agency cannot be accomplished without overtime work.
- d. Overtime assignments will be rotated on a voluntary basis equally among personnel in the particular work group involved, if practicable, based on an alphabetically sequenced roster. In cases where overtime is necessary in order to complete a work assignment already in progress, the opportunity for overtime will normally be offered first to the Employees who have been working on that assignment during the immediately preceding work shift. If deemed necessary, personnel currently on duty may be required to complete the project. The parties understand that work situations may arise which requires that specific individuals who possess certain skills or are familiar with a particular work site be offered overtime due to the nature of the assignment. As much advance notice as is reasonably possible shall be given prior to an overtime assignment.

14.3 **MEAL PERIODS** - Personnel shall be granted a break during each shift for the purpose of meals. The time of the meal period as well as the duration shall be dictated by business necessity. Should the Employee leave the work site, the mealtime shall start at the time of departure.

- a. Employees may be authorized to utilize County vehicles for this period provided they receive prior approval from their supervisor, they remain near their assigned post or work station, they promptly report back to work at the required time and they were not given prior notice to bring a lunch. The County will not be required to provide vehicles for lunch transportation which otherwise would not be available. In exercising the prerogative to leave the work site for the meal period, all County policies and rules will be applicable.
- b. If the meal period is interrupted for business necessity, the Employee will be paid for all time actually worked, or the meal period will be extended by the equivalent amount of time as the interruption.

14.4 **BREAK PERIODS** - Personnel shall be granted one break period of fifteen minutes duration during each half of a workday that is ten (10) hours duration or less. Employees scheduled to a shift of more than ten (10) hours shall be granted one break period of fifteen minutes duration for each four (4) hour period worked. Break periods are granted, provided that:

- a. The time of the break is approved by the supervisor.
- b. The granting of the break does not adversely affect or interfere with the operation of the County or service to the public.

ARTICLE 15 **COMPENSATORY TIME**

- 15.1 Compensatory time may be authorized to provide Employees with paid time off in lieu of payment for previous overtime worked.
- 15.2 Compensatory time may be earned and accrued by mutual agreement of the Employee and Employer at the rate of one-and-one-half (1 ½) hours for each hour worked in excess of forty (40) hours in one (1) standard seven (7) day pay-week. This time may not be directed by the Employer to avoid the obligation to pay for overtime worked, nor may it be demanded by the Employee as a condition of working the overtime.
- 15.3 Compensatory time will be administered in accordance with the following provisions:

- a. Compensatory time accrual in lieu of monetary payment for overtime worked will be mutually agreed between the Employee and the supervisor prior to the overtime being performed.
- b. The maximum compensatory time accrual balance is 240 hours. This accrual balance will be tracked by the Employee and the Employer.
- c. The Employee has the responsibility to request use of accrued compensatory time prior to its' payment deadline, and the Employer has the responsibility to ensure payment of unused compensatory time at the payment deadline.
- d. The maximum period of time that compensatory hours earned can be carried forward is six (6) standard Employer payroll periods (the payment deadline) after the standard Employer payroll period in which it is accrued by mutual agreement. If the hours accrued are not utilized (i.e. paid time off utilized in lieu of payment) within six (6) standard Employer payroll periods after the standard Employer payroll period in which it is accrued, the Employer will pay out the compensatory hours at the Employee's overtime rate at the time of payment.
- e. Compensatory time may be utilized, in increments of not less than fifteen (15) minutes, upon mutual agreement between the Employee and the Employer. Authorization for utilization will be based upon the anticipated operational necessities on the dates/times requested by the Employee.
- f. Due to a change in circumstances Employees may request a pay-out of the full, or any part of, the compensatory time balance. The Employee's written request for a pay-out will be submitted to the appropriate supervisor/manager. Requests for payment of compensatory accruals will be processed on a normal payroll reporting schedule basis.
- g. Paid time off in lieu of payment for previous overtime worked will occur in the Department that it is earned. Compensatory time accruals shall be zeroed by monetary payment, at the Employee's overtime rate at the time of payment, upon transfer of the Employee from one Department to another. The Employee, upon reporting to the gaining Department, may again commence to accrue compensatory time under the provisions of this article.
- h. Compensatory accruals represent wages that are owed to an Employee, and as such will be paid out in full at the end of the employment relationship, regardless of the reason.

ARTICLE 16 **INCENTIVES**

- 16.1 Effective July 1, 2011, the Florida State Legislature enacted a provision, which in pertinent part to this article, requires bonus schemes to be based on work performance. See Florida Statutes §215.425(3). The longevity bonus stated in the October 1, 2007 to September 30, 2010 collective bargaining agreement was paid to employees based on length of service, and not performance. This language is set forth below:

LONGEVITY BONUS: *To recognize service to the County, an annual lump sum longevity bonus will be paid to eligible employees of this bargaining unit as part of their first paycheck in December. Incentives will be based on the following service:*

Continuous Classified Service as of November 30

Longevity

Bonus

10 years but less than 15 years	\$200
15 years but less than 20 years	\$250
20 years or more	\$300

To be eligible for the longevity incentive, the employee must be in an employment status at the time the longevity incentive is paid and have actively worked some time during that calendar year.

This longevity bonus provision does not satisfy the requirements of §215.425(3), and cannot be paid to employees in Fiscal Year 2013 in light of this legislative action.

However, the Employer and Union acknowledge that the payment of longevity bonuses to public sector employees may be clarified and/or amended by legislative action, a Florida court of competent jurisdiction, and/or an Attorney General Opinion. Such clarification and/or amendment may provide clear legal authority or guidance by which the County Administrator is able to authorize the payment of longevity.

If the County Administrator determines that clear legal authority or guidance exists to permit the payment of longevity during the duration of this contract, then the Employer shall pay the longevity bonus for Fiscal Year 2014 based on the same eligibility standards as if the longevity bonus outlined in Article 16.1 of the prior contract (2007-2010) referenced herein had remained in place.

16.2 **ATTENDANCE AWARD PROGRAM:** The Attendance Award Program permits Employees to convert a portion of unused sick leave to annual leave under circumstances specified in this article.

- a. The Employer may elect to adhere to a calendar year, a fiscal year, or a year based upon this individual Employee's Benefits Date, provided all Employees of that Employer are allowed to request conversion based upon equivalent twelve-month periods.
- b. Maximum annual conversion for bargaining unit Employees regularly scheduled to work forty (40) hours per week shall be 32 hours.
 - For Sick Plan A Employees: One-third of annual sick leave accruals.
 - For Sick Plan B Employees: One-half of annual sick leave accruals.
- c. For reduced-hour Employees the maximum shall be in the ratio that the Employee's regularly scheduled hours are to forty (40) hours per week. (i.e. 24 hours maximum conversion for an Employee regularly scheduled to work 30 hours per week).
- d. Any sick leave used during the year shall reduce the number of convertible hours on an hour-for-hour basis. For illustrative purposes only (based on 40 hours per week):

SICK LEAVE USED	CONVERTIBLE HOURS
0	32
8	24
16	16
24	8
32	0

- e. NOTE: Sick leave usage may include any number of hours or hourly increments and will reduce convertible hours accordingly.
- f. Conversion of the difference between the number of hours of sick leave used during the year and the maximum convertible hours during that year shall normally be automatic, except that

provisions shall be made by the Employer to allow individuals who do not desire conversion to retain the unused sick leave in the sick leave account.

- g. No conversions shall be made for a period of less than twelve months except for a transfer of an individual from the jurisdiction of one Employer to another where a different annual cycle is in use. In such circumstance, the losing Employer may consider conversion based upon sick leave usage from the last preceding conversion date to the date of transfer, and the gaining authority may grant conversion at the next regular conversion date even though that date is less than twelve months after transfer. With the approval of the Department director or his designee, the supervisor in charge shall have the authority to send a sick or incapacitated Employee home, or to a County physician with approval of Human Resources whether or not the Employee desires to remain on duty, and without his concurrence.
- h. Compensatory accruals represent wages that are owed to an Employee, and as such will be paid out in full at the end of the employment relationship, regardless of the reason.

ARTICLE 17

OUT OF TITLE WORK

- 17.1 To assure the orderly continuation of services when a temporary position vacancy occurs, the County may need to place an Employee in a position that is a higher classification on a temporary basis and this placement shall be considered in "acting status". However, an employee who is assigned additional work on a temporary or permanent basis that is related to, or within, the Employee's current classification shall not be considered in "acting status." Only employees in "acting status" shall be entitled to Out of Title Pay.
- 17.2 Employees shall not be considered to be in an "acting status" solely on the basis of the absence of the regular Employee in the higher classification; but rather, must have been officially designated as in "acting status" by the Section Manager/Department Director.
- 17.3 Out of Title pay shall consist of a seven percent (7%) increase in hourly pay. Upon completion of the Employee's standard Workday in "acting status", an Employee shall receive Out of Title pay retroactive to the first (1st) hour in which such job functions were officially assigned and performed.
- 17.4 Out of Title pay shall be paid until the Employee returns to the original position. The Employee's overtime rate while in "acting status" shall be computed at the Out of Title rate of pay.
- 17.5 An Employee officially assigned to "acting status" will be expected to perform the responsibilities and duties of the position as directed by the Section Manager/Department Director during the duration of such assignment. Only Employees deemed qualified by the Section Manager/Department Director will be selected. Employees will not be allowed to perform work for which they are not appropriately certified or licensed.
- 17.6 The selection of an Employee for "acting status" shall normally be made from within the same work section in which the vacancy occurs and shall be at the discretion of the Section Manager/Department Director.

ARTICLE 18

STAND-BY/CALL-BACK

- 18.1 When in the best interest of the citizens or other parties served by the Employer, personnel may be required to accept stand-by assignments. As far as practicable and without reducing efficiency of

work performance, opportunities to work standby shall be distributed as equitably as possible to those Employees covered by this Agreement who are qualified to perform the specified work required.

- 18.2 Personnel on stand-by status are required to maintain a state of readiness to work during hours which are not routinely scheduled as regular or overtime working hours. Such personnel shall be compensated at the rate of one hour pay at the regular rate for each eight-hour period of such availability. Fractional periods of stand-by duty shall be compensated proportionately.
- 18.3 Personnel called from stand-by status for the performance of a specified job shall be compensated for all such time actually worked starting when the employee acknowledges the call-back via phone and ends when the employee notifies the call out service (Base One) that the specified job has ended and he/she is ready for another call. A minimum of three hours paid per call-out, except that total paid hours shall not exceed actual elapsed hours during the stand-by period.
- 18.4 Compensation for call-back shall be considered separate and distinct from that authorized for stand-by and shall be included in total hours worked when determining eligibility for payment of overtime at premium rates.

ARTICLE 19

SHIFT DIFFERENTIAL

- 19.1 Commencing the beginning of the pay period following BOCC ratification, Employees in this bargaining unit will be paid a shift differential of five percent (5%), for all hours worked in a shift set at the Employer's discretion, between the hours of 7:00 p.m. to 7:00 a.m.
- 19.2 The Employer and the Union agree that an Employee requested change to their start and/or stop time of the workday (the shift) does not constitute "a shift set at the Employer's discretion." Therefore, the Employer and the Union agree that if a change in shift schedule is requested by an Employee, and the Employer, in its sole discretion, can accommodate such a request, the Employee who has made such a request will not be paid the shift differential set forth herein. Employees will utilize Appendix E for the submission of such requests.
- 19.3 Shift differential will be paid for project work requiring a change in Employees working hours, if the project's duration is expected to exceed two (2) weeks. Shift differential will not be paid for emergencies or declared disasters of less than two (2) weeks duration.
- 19.4 Management shall determine if there is a shift opening and determine the qualifications for said opening. Once this determination has been made and if management determines that the skill set of qualified candidates are equal, then management will offer the shift opening to the employee with the most seniority. If the employee with the most seniority declines the shift, then the next employee with the most seniority shall be offered the opening.

ARTICLE 20

BENEFITS

- 20.1 **DEFERRED COMPENSATION:** Effective September 27, 2009, each pay period the Employer will contribute 1.0% of the Employee's salary to an existing Employer Deferred Compensation program for Employees in Sick Leave Plan B. Employees in Sick Leave Plan B who do not have a Deferred Compensation account must initiate an account before contributions can begin, and contributions will be effective on the date the account was opened. All Employees (Sick Plan A and Sick Plan B) may contribute a portion of their own salary to an Employer Deferred Compensation program on a pre-tax basis subject to current Internal Revenue Service limitations. The Employer and the Union may

mutually agree to reopen negotiations on Deferred Compensation contributions. Any such negotiation provided for in this paragraph shall not be subject to the grievance procedure.

20.2 INSURANCE:

- a. At all times, the Employer shall provide the same Group Insurance Plans (i.e. Health, Dental, Life, Wellness, Vision, Flexible Spending Accounts) (hereinafter collectively referred to as "Group Insurance Benefits") to the Employees in this bargaining unit as is provided to the rest of the Employees under the Hillsborough County Administrator who are not covered by a collective bargaining agreement. In the event that Health Benefits are modified or changed with respect to those Employees not covered by a collective bargaining agreement, these same modifications or changes shall also apply at the same time to Employees in this bargaining unit.
- b. At all times, the Employer shall contribute the same amount towards the total premium cost for Group Insurance Benefits to the Employees in this bargaining unit that is contributed by the Employer to the rest of the Employees under the Hillsborough County Administrator who are not covered by a collective bargaining agreement. The remaining amount of the total premium cost for Group Insurance Benefits not otherwise paid by the Employer shall be the responsibility of the bargaining unit Employee for payment. In the event that the amount contributed by the Employer or the amount paid by Employees not covered by a collective bargaining agreement towards the total premium cost for Group Insurance Benefits is modified or changed, these same modifications or changes shall also apply at the same time to Employees in this bargaining unit.
- c. Group Health Plan issues are an appropriate subject for labor-management and the Union may request a labor-management meeting with the Human Resources Director, or designee, to discuss these issues.
- d. Two (2) employees from different work units as designated by the Union will be allowed to attend the Insurance Committee Meetings (on employer time) to observe and ask questions. These employees will not have any voting rights.

20.3 CAFETERIA BENEFIT:

At all times, the Employer shall provide the same Cafeteria Benefit to the Employees in this bargaining unit as is provided to the rest of the Employees under the Hillsborough County Administrator who are not covered by a collective bargaining agreement. In the event that the Cafeteria Benefit is modified or changed with respect to those Employees not covered by a collective bargaining agreement, these same modifications or changes shall also apply at the same time to Employees in this bargaining unit. Employees will select from the following options offered by the Employer in accordance with the Employer's Section 125 Cafeteria Plan.

- A. Pre-Tax Benefits
 - Group Health Plan
 - Dental Insurance
 - Vision
 - Flexible Spending Account
- B. After Tax Benefits
 - Life Insurance
 - Long Term Disability (See Article 25.1.A.4.)
 - Cash

ARTICLE 21
RETIREE HEALTH INSURANCE STIPEND

- 21.1 The Employer agrees to provide to each Employee upon retirement, a monthly Retirement Healthcare Subsidy, administered in accordance with program guidelines approved by the Hillsborough County Board of County Commissioners. Retirement is defined as termination of employment from active service for the purpose of receiving a monthly Florida Retirement System (FRS) benefit. Participants in the FRS Delayed Retirement Option Program (DROP) shall not receive the subsidy until DROP participation is completed. The monthly subsidy provided will be equal to \$5.00 per year of service with participating Hillsborough County Employers, up to a maximum of \$150.00 per month. Stipends are payable commencing the first of the month in which a retiree reaches age 62. Eligibility for the stipend ceases:
- a. The beginning of the month in which the retiree becomes eligible for Medicare or its' successor, or
 - b. With the last payment in the month prior to the month in which a retiree reaches age 65, or
 - c. Upon the retiree's death.

ARTICLE 22
WORKER'S COMPENSATION

- 22.1 An Employee who is temporarily disabled in the line of duty shall be placed immediately on Workers' Compensation without a waiting period.
- 22.2 An Employee who is placed on Workers' Compensation will be paid his full wages by the County for time lost through the first seven (7) calendar days of his disability leave.
- 22.3 In the event the Employee's absence exceeds seven (7) calendar days, which qualifies the Employee for Workers' Compensation pay, the County will proceed to process and administer that Employee's claim based on established standards as set forth by the State of Florida Division of Workers' Compensation.
- 22.4 An Employee who incurs damage to dentures, eye glasses, prosthetic devices or artificial limbs will be compensated for this damage under the provisions of the Florida Workers' Compensation Act, provided such damage is the result of an accident which occurred in the normal course of employment.
- 22.5 **MODIFIED DUTY:** An Employee injured in the line of duty which prohibits the performance of the Employee's regularly assigned duties may be placed in a modified duty assignment.
- a. Many on the job injuries may prohibit the performance of regularly assigned duties, however, there may be other duties that such Employees may be able to perform. Provided that the County physician states that a modified duty assignment is acceptable and modified duty work is available, the Employee will be assigned modified duty in accordance with their physical restrictions.
 - b. If any Employee refuses modified duty, worker's compensation benefits may be denied in accordance with Florida law.

ARTICLE 23
HOLIDAYS

- 23.1 All permanent, full time bargaining unit personnel shall be granted ninety-six (96) hours of paid holiday time annually. The Employer shall grant the same Holiday Schedule, comprised of the same federal and local holidays, to Unit Employees as is granted to other County Employees.
- 23.2 When the holiday is observed, the Employee is paid at the regular rate for the number of hours, which would otherwise have been regularly scheduled. No payment for holidays is authorized unless the Employee was in paid status (e.g. - present for work, or on authorized sick or vacation leave) on the regularly scheduled workday immediately preceding or immediately following the holiday.
- 23.3 If the Employee is required to work on an authorized holiday, another day may be substituted as a paid holiday by the Department Director or his designee only after reasonably considering the Employee's preferences for the day substituted. If another day is not substituted for a holiday worked, the Employee will be paid at the regular rate for the hours normally worked in addition to being paid for hours actually worked, or at the appropriate overtime rate if the total hours paid for work, vacation, sick and holiday time for the work week exceeds that authorized for the appropriate overtime category.

The following shall be paid holidays for all eligible Employees:

New Year's	January
Martin Luther King, Jr. Day	January
Memorial Day	May
Independence Day	July
Labor Day	September
Veterans Day	November
Thanksgiving Thursday	November
Thanksgiving Friday	November
Christmas	December
Christmas	December
Floating Holiday	Employee's Choice
Floating Holiday	Employee's Choice

- 23.4 In the event that the Holiday schedule is modified or changed with respect to those Employees not covered by a collective bargaining agreement, these same modifications or changes shall also apply at the same time to Employees in this bargaining unit.

ARTICLE 24
ANNUAL (VACATION) LEAVE

- 24.1 No Employee shall be considered eligible for vacation with pay until he has satisfactorily completed the period of probation following original employment or following a break in service.
- 24.2 The time at which such vacations are granted shall be at the discretion of the Department director and shall not be unreasonably denied.
- 24.3 Three hundred twenty (320) hours of vacation time may be accrued for use during the period of active employment. Maximum accrual of annual leave is 320 hours. Any amount over 320 hours will be lost and not carried on the books in accordance with 24.5. Payment of unused vacation time shall be limited as provided in 24.6.

- 4 Employees must use a minimum of 40 hours of annual leave per year beginning with January 1, 1997. Employees serving an initial probationary period shall have two years from the date of hire to use the required amount of annual leave, i.e., 80 hours for a 40 hour a week Employee.
- 24.5 Employees on the payroll as of February 1, 1997, with more than 320 hours of accumulated annual leave shall be covered by the following:
- The maximum carryover for these Employees shall be at the February 1, 1997 accrued amount on the books as of that date and frozen at that level for the remainder of their career with the County. (This means that Employees with 320 hours would have to take all of the vacation, which they earn in a given year or lose that portion not taken).
- 24.6 Upon the conditions of retirement, death, voluntary resignation, layoff or other such termination by proper authority while in good standing, an Employee, or in case of death his legal beneficiary, shall receive payment for any unused annual leave accrued under these rules which does not exceed 320 hours. Such payment shall be in addition to the payment of regular salary or wages through the last day worked. Payment for accrued annual leave will not be made: (1) to those persons whose employment is terminated for cause, (2) in the absence of proper notice, (3) to any Employee who has not satisfactorily completed an initial period of probation.
- 24.7 An Employee who is scheduled to be on annual leave during a payday may request payment of their wages in advance. A written request must be submitted through the immediate supervisor and Department Director in a sufficient amount of time so as to arrive in the Department of Human Resources at least two (2) weeks in advance of the beginning date of the vacation time. This request must indicate approval of annual leave and date of departure.
- 24.8 Accumulation of annual leave shall be computed each pay period by multiplying the paid hours in that pay period which do not exceed the total number of hours regularly scheduled for the classification times the decimal factor set forth below:
- a. For less than five full years of continuous classified service, paid hours multiplied by 0.0385.
 - b. For five or more, but less than ten, full years of service, paid hours multiplied by 0.0462.
 - c. For ten or more, but less than fifteen, full years of service, paid hours multiplied by 0.0577.
 - d. For fifteen or more years of such service, paid hours multiplied by 0.0769.

ARTICLE 25

SICK LEAVE

- 25.1 The Employer sick leave plans are set forth at "A" and "B" below. Provisions that are common to both are set forth at "C" below. Employees hired after February 2, 1997 will go into Sick Leave Plan B.

A. SICK LEAVE PLAN A

1. Accumulation shall be computed each pay period by multiplying 0.0462 times the paid hours in that pay period which do not exceed the total number hours regularly scheduled by the Appointing Authority for all Employees in that classification during other like periods.
2. Upon conditions of death, or retirement (immediate or deferred) under a recognized County and/or State Retirement System, an Employee "in good standing" or his legal beneficiary, upon proper application, may be paid for those hours of sick leave, not exceeding four-

hundred eighty (480) hours, which he has been credited but has not used as of the effective date of cessation of work. Additionally, under those conditions, the same wage rate may be paid for fifty percent (50%) of all hours of the Employee's accrued sick leave which exceed nine-hundred and sixty (960) hours as of the aforesaid date.

3. **Sick Leave Bank:** Employees may participate as members of the County's Sick Leave Bank program.
4. **Long Term Disability:** The County will provide a Long Term Disability program providing for payment at 50 percent of the Employee's salary. At the Employee's option and personal expense, an additional 16 and 2/3 percent of the Employee's salary may be purchased.

B. SICK LEAVE PLAN B:

1. Accumulation shall be computed each pay period by multiplying .0308 times the paid hours in that pay period which do not exceed the total number of hours regularly scheduled by the Appointing Authority for all Employees in that classification during other like periods.
2. Accumulation of sick leave is unlimited for use for authorized sick leave absences. However, there will be no payment for accrued sick leave at termination of employment.
3. The County will provide a Short-Term Disability program providing for payment of 75 percent of the Employee's salary for catastrophic events commencing on the 15th day of absence and continuing through return to work or the 180th day, whichever is earlier.
4. The County will provide a Long-Term Disability program providing for payment of 66 2/3 of the Employee's salary commencing on the 181st day after injury or illness.
5. Plan B Employees will receive forty hours paid Newborn Leave for:
 - (a) the birth of the Employee's child; or
 - (b) the Employee's adoption of a child under the age eighteen (18).
6. Employees had a one-time option to convert to the new sick leave program not later than December 26, 1996. Those not choosing the new sick leave program retained current sick leave benefits. If the Employer establishes a new Sick Leave Plan B enrollment period for County Employees, that enrollment period shall also apply to Employees covered by this contract who initially chose to remain under Sick Leave Plan A. Employees hired after February 2, 1997 will be placed in the new sick leave program. Existing Employees who convert will not lose hours or benefits related to those hours.
7. Existing Employees who convert to the new sick leave program, if vested in the Florida Retirement System at the time of separation from employment, will be paid for leave accrued through February 1, 1997, at retirement under existing rules.

C. COMMON PROVISIONS, SICK LEAVE PLANS A AND B

1. The sick leave allowances of any Employee may be used to authorize absence necessitated by reason of illness or injury incapacitating the Employee to perform his duties. Accumulated sick leave allowances may also be used in the same manner by the Employee in cases involving their spouse, children, or any other relative living in their household. Absence authorized by grants of sick leave shall be with full pay except as provided by law in cases of compensable illness or injury.

2. An Employee incapacitated by injury or illness as defined by the Workers' Compensation Act is entitled to the benefits provided by that Act. At the request of an incapacitated Employee and upon approval, accumulated hours of annual or sick leave may be used to supplement Workers' Compensation benefits to prevent a loss of income. The combined total of Workers' Compensation benefits and payment for any form of leave shall not exceed the salary of that Employee at the regular rate for a normal work week.
3. In every case of absence resulting from sickness or incapacitation, the Employee, or other family member, shall notify the Employee's immediate supervisor using established workplace procedures before the start of the next workday stating the expected period of absence. The Employee or family member may voluntarily disclose the medical nature of the illness or incapacitation. Failure to comply with this provision is grounds for denial of sick leave with pay by the appropriate supervisor. Employees who fail to contact their supervisor, or designee, prior to the start of their workday shall not be paid for that work time in amounts equal to their delay in contacting their supervisor. For payroll purposes, time reported on the payroll voucher should be rounded to the nearest quarter hour.
4. Generally, the Employer shall not require a medical note from an Employee if the Employee has taken sick leave for three (3) days or less. However, the Employer can request a doctor's note under the following circumstances:
 - a) The Employer has discerned a pattern of sick leave abuse;
 - b) The Employer has a reasonable belief that the reason for leave is not sick related;
 - c) The Employer has a reasonable belief that the Employee may not be fit for duty.
5. Should the Employer discern a pattern of sick leave abuse, or should the Employee take sick leave under false pretenses, the Employee may be placed in the Sick Leave Verification Program for a period not to exceed six months, and incur the cost of providing medical verification for any subsequent absence while in the program. Failure to provide verification while enrolled in the Sick Leave Verification Program or further abuses of Sick Leave whether enrolled or not enrolled in the Sick Leave Verification Program will be grounds for denial of sick leave with pay and also may result in disciplinary action to include dismissal, as shall be judged appropriate by the appointing authority.
6. Management may require the Employee to submit to a fitness-for-duty examination at any time. Management shall incur the cost of such examination.
7. Employees who have been absent from work for medical reasons for more than 30 calendar days must furnish a release to return to full duty from their physician. An examination at the County's expense by a physician designated by the County may be required before the Employee is permitted to return to work. Management may require an Employee who has been absent for a short duration, as a condition of his return to duty, to be examined at the County's expense by a physician designated by the County.
8. In cases of extended sickness or injury, the Employer may grant an Employee a medical leave of absence without pay after the Employee has fully exhausted his/her vacation and sick leave accruals. The total period of absence from the original date of injury or incapacitation, including vacation, sick leave and leave without pay, shall not exceed twelve (12) months.
9. Pregnancy shall be treated as any other temporary disability of a non-occupational nature. Upon proper request, any female Employee shall be allowed leave for

maternity purposes. The Employee will be placed on sick and/or annual leave insofar as such credit is accrued. Leave of Absence without Pay for maternity purposes shall be granted for the remainder of the necessary absence.

ARTICLE 26

NEUTRALITY

- 26.1 The Employer and the Union mutually recognize that Florida law guarantees workers the right to join a Union which will act as the employees' exclusive representative for the purpose of collective bargaining with the Employer or to refrain from such activity. The Union agrees that it will not coerce any worker in its efforts to obtain authorization cards.
- 26.2 If the Union provides written notice to the Employer of its intent to organize employees in any of the Employer's Departments, the Employer will abide by the law as related to the Union's organizing effort. Upon receipt of the Union's written notice to organize its employees, the Employer will furnish the Union a complete list as soon as reasonably possible of its employees in that Department, including the name of all workers in all job classifications. Upon request, the Employer shall provide the employment status and job title.

ARTICLE 27

OTHER LEAVES

- 27.1 **CIVIC LEAVE:** Employees may be granted leave with full pay for any absence necessary for serving on a jury, attending court as a witness under subpoena on County related business, attending court as a witness under subpoena in a non-job-related matter to which the Employee is not a named party, and taking a test of fitness for employment in the County service.
- a. Employees after having been released or having finished any of the above activities must report back to their job within a reasonable time.
 - b. Employees required by the Employer to perform any of the activities in Section A, during their day off will be paid their regular hourly wage while directly involved in those activities.
 - c. An Employee subpoenaed as a witness for the Employer or as a defendant for actions in line of duty shall not be granted Civic Leave. Appearances in such cases shall be considered as part of the Employee's job assignment and on work pay status. The Employee shall be paid per diem and travel expenses as lawfully permitted. Employees in a work pay status shall be required to turn over to the Employer any fees received from the Court.
- 27.2 **MILITARY LEAVE:** An Employee holding permanent employment status with the Employer may, upon application, obtain a leave of absence to serve on active duty in any branch of the Armed Forces of the United States of America. Additionally, any Employee holding permanent employment status with the Employer who also holds a position as a reservist in any branch of the Armed Forces of the United States of America or a position in the National Guard of any state may, upon presentation of official written orders directing a period of active duty, obtain a leave of absence to serve on active duty for the period specified by said orders. Application will be made in writing to the Employee's Department director. The administration of this leave category will be in accordance with established County policy and procedure.

- 1.3 **BEREAVEMENT LEAVE:** In the event of a death of a member of the immediate family (as defined below), a full-time, permanent Employee assigned to a 40-hour per work-week schedule may be granted up to a maximum of three consecutive, regularly scheduled workdays off to arrange and attend the funeral. Annual leave, if accrued, or leave without pay may be granted in conjunction with Bereavement Leave. Such requests shall not be unreasonably denied. The Employer shall take whatever measures are necessary to verify the circumstances leading to the request.
- a. The immediate family is defined as the Employee's spouse, child, parent (including not only the biological parent, but any individual who acted as a parent of the Employee prior to age 18), brother, sister, step-parent, step-child, step-brother, step-sister, grandchild, grandparent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent-in-law, or any relative residing within the Employee's household, or anyone else defined under the County Administrator's policy on Bereavement Leave that is applicable to employees not covered by a collecting bargaining agreement.
 - b. Bereavement Leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account, and is not accumulated in the manner of annual or sick leave. Payment in lieu of Bereavement Leave is not authorized. The frequency with which it is granted shall be governed only by necessity.
 - c. No authorization for Bereavement Leave shall be granted except upon written application of the Employee. The request shall cite whether relationship or place of residence is the basis for the request.
- 27.4 **LEAVE WITHOUT PAY (Other Cogent Reasons):** When it is in the best interest of the Employer and the Employee concerned, the Employer may approve leaves of absence without pay (not provided for in other sections of the law or these rules) for a period not to exceed thirty (30) days provided the Employee substantiates cogent reasons therefore such as extended family illnesses requiring Employee's presence, participation in educational programs beneficial to Employee's growth against his present or projected assignment, or other compelling personal hardships where Employee's absence from work is necessary. Such leave will not be granted solely for reasons involving the engagement in other employment or income producing business. Where the request for leave of absence exceeds thirty (30) days, or where there is reason to believe the leave may exceed thirty (30) days and the Employer concurs, the request will be forwarded with full written justification to the Human Resources for action.

ARTICLE 28

HEALTH & SAFETY

- 28.1 The Employer and the Union agree to cooperate to the fullest extent concerning the health and safety of the Employees and the public. The employer commits to following all laws applicable to Hillsborough County.
- 28.2 The Employer shall make reasonable provisions to ensure the health and safety of each Employee during the hours of their employment. Upon discovery, an Employee shall immediately report any unsafe practice or condition to the supervisor in charge. Employees are required to use all safety clothing and protective devices made available by the Employer and are required to observe safety rules promulgated for their protection. All bargaining unit Employees are subject to disciplinary action for failure to observe safety rules or for failure to utilize provided safety equipment.
- 28.3 All bargaining unit Employees who are required by the Employer to wear safety shoes in the performance of their job will be required to wear the safety shoes during all working hours. The safety shoes must meet or exceed OSHA standards, as amended, and will be job appropriate as

determined by Management. The Division or Department Director shall have the sole discretion as to which Employees are required to wear safety shoes.

- 28.4 Departments may utilize, after consulting with the Union President, one or more, of the following methods to provide Employees with safety shoes. The method will be determined by the Division or Department; however, the Employee may request an alternate form of provisioning, if available.
- a. By Reimbursement: Employees who are required to wear safety shoes may be required to purchase safety shoes and claim reimbursement from the Employer. Employees required to purchase safety shoes will be reimbursed at least once per fiscal year for the purchase of safety shoes meeting the standard above. Reimbursement will be the cost of the safety shoes, or \$150, whichever is less. Reimbursement to the Employee will be processed upon the Department's receipt of a proof of purchase (sales slip) and evidence that the safety shoes meet the standards above.
 - b. By Issue: The Employer may elect to purchase the safety shoes meeting the standard above each fiscal year, in a shoe size of the Employee's designation, and issue them to the Employee.
 - c. By Purchase Voucher: The Employer may elect to provide the Employee a purchase voucher with an approved vendor each fiscal year. The voucher will be utilized by the Employee to purchase safety shoes on the contract – vendor list of shoes and meet the standard above. The Employer will insure that purchasing vouchers are available throughout the fiscal year.

If the Union determines that the approved vendor list of shoes needs to be expanded, the Union will notify Human Resources of the request expansion of the approved list. If management determines that the safety shoes requested are job appropriate, then the request will be made to procurement to expand the approved vendor list within a reasonable period of time.

- 28.5 The Employer recognizes that certain job duties or conditions may cause excessive wear or damage to safety shoes resulting in the loss of safety effectiveness of the safety shoes. The Division or Department Director, upon presentation of safety shoes in a deteriorated condition; and upon a determination that such wear and tear occurred in the line of work; Employer shall have the sole discretion to approve additional reimbursement or voucher, per employee request to the Employee within a given fiscal year. After initial presentations, Employees approved for wear-and-tear replacement of safety shoes within a given fiscal year will not have to return the original worn and torn safety shoes to the Employer.
- 28.6 The Employer recognizes that the job duties of certain classifications might result in exposure to effluent materials and agrees to authorize the use of available shower facilities and, where practicable, to provide a secured area for the storage of a change of clothes.
- 28.7 The Employer and the Union agree that an Employee should not be required to operate a vehicle or equipment that is unsafe, or to carry out an activity or task that is life threatening or presents imminent danger to the Employee or the public. Any Employee that believes such a condition exists shall immediately bring it to the attention of the supervisor in charge and the supervisor will immediately investigate the situation. The Employee will be required to explain the unsafe condition(s) to allow full understanding by the supervisor. The Employee, after providing an explanation, may be reassigned during the investigation so as not to disrupt the workflow. The supervisor in charge, in making a final decision, may seek advice and guidance from the Occupational Safety and Health Section of the Risk Management Division. Once a final decision has been made, the Employee who originally reported the condition will carry out the direction of the supervisor.
- 28.8 An Employee may report a health or safety concern directly to the Occupational Health and Safety Section by completing Form ICM-010 of the Hillsborough County Risk Management Manual. Form ICM-010 is available at Appendix D. Written health and safety concerns will include sufficient

details to allow for a complete investigation. The Occupational Safety and Health Section will assign one of the Safety Consultants on staff to investigate the reported safety concern. The Union may request that a Union representative be an observer to the investigation. The Safety Consultant will make a report to the Risk and Safety Manager. The Risk and Safety Manager will take whatever action is deemed appropriate, and his determination will be final.

An Employee who presents a written health or safety concern to the Occupational Health and Safety Section shall receive a written response listing the action taken as soon as practicable following the completion of the investigation. The Employee shall be entitled to review, and/or copy at their expense, any investigative reports or related correspondence regarding the safety or health concern.

- 28.9 One (1) designated Union representative within a Department will be authorized to participate on the Department Safety Action Team. One (1) designated Bargaining Unit Employee will be authorized to attend the bi-monthly Safety Action Council meetings. There will be no loss of wages as a result of attendance at these meetings.
- 28.10 The Employer will not tolerate retaliation against an Employee for reporting an unsafe condition as described in this article, or for assisting the Employer in an investigation of such unsafe condition. However, if the Employee has falsely reported an unsafe condition or is not truthful during the course of the Employer's investigation, the Employee may still be disciplined for such conduct.
- 28.11 Safety-related items, commensurate with the performance of job duties assigned as determined by the Division or Department Director, will be issued to the Employee on an as needed basis. In this regard, safety-related equipment may be permanently assigned to an Employee, or the Employee may have use of safety-related equipment for the duration of the work assigned.
- 28.12 If the job requires using safety eye glasses to perform the essential functions of the job as determined by the employer, then the employee will be entitled to reimbursement upon proof of purchase of up to \$175.00 every two (2) years. The prescription safety eye glasses must satisfy ANSI standards for eye and face protection to qualify for reimbursement.

ARTICLE 29

EMPLOYEE PERFORMANCE EVALUATION

- 29.1 The purpose of evaluations is to assess and/or improve the quality of the Employee's performance. An annual evaluation in accordance with the County's Performance Management Program shall be given by the immediate supervisor. The immediate supervisor may receive input for evaluation purposes from Employees who have been designated the responsibility of directing the Employees in their work assignments.
- 29.2 Evaluation dates will not be adjusted due to a leave of absence.
- 29.3 The Union may bring issues of consistency and fairness to the attention of the Human Resources Director or designee. The County will endeavor to resolve issues as appropriate through supervisor training and/or meetings with Department Heads. Also, upon the Union's request, the County agrees to discuss any changes to its Performance Management Program (including but limited to the performance evaluation methods, criteria, reviews and increases).

ARTICLE 30
DISCIPLINARY ACTION

- 30.1 Supervisors shall investigate the circumstances surrounding an incident or event in a prompt manner, including meeting with Employee(s) involved, and potential witnesses. If the supervisor is reasonably aware that discipline will result against a particular Employee, even if the level of discipline is unknown at the time, that particular Employee will be advised that discipline is a likely result.
- 30.2 Otherwise, if the Employee(s) involved has (have) a reasonable belief that meeting with the Supervisor may result in disciplinary action against him or her based on the outcome of the investigation, the Employee shall have the right to the presence of a Union representative. The Employee must inform the Supervisor that they wish to postpone the investigative meeting in order for the Employee to obtain representation. Employees have a duty to cooperate with any investigation.

In the event of a vehicular accident, requiring investigation and reporting within three (3) business days, the Employee will cooperate with the investigation, and thereafter can obtain Union representation for any further meetings with their Supervisor.

- 30.3 In the event of a non-vehicular accident investigation, if an Employee states their desire for Union representation, the Supervisor shall reschedule the meeting not more than 48 business hours hence in order for the Employee to obtain a Union representative. It shall be the Employee's responsibility to obtain the desired Union representation, and to attend the rescheduled meeting, with or without representation.
- 30.4 Disciplinary action shall include progressive discipline when appropriate and issued in a timely manner.
- 30.5 An Employee can grieve disciplinary action taken against them if the Employee believes the disciplinary action was not for just cause.

ARTICLE 31
PERSONNEL FILES

- 31.1 The Department of Human Resources shall be considered the official repository for those matters which relate to the administration of this collective bargaining agreement.
- 31.2 All files will be maintained in accordance with current law.
- 31.3 The Employee shall have the right to review and copy at their own expense his/her personnel file. Copies of performance reviews and disciplinary actions will be provided to Employees at no cost at the time they are generated.
- 31.4 The Employee shall have the right to include in his/her personnel file written refutation of any material in the file he/she considers detrimental.

ARTICLE 32
PROMOTION AND DEMOTION

32.1 **PROMOTION:**

In making determinations to fill vacancies, factors including but not limited to the following shall be considered: performance, education, seniority, and standardized field testing, when applicable. In

any event, the selection will be made from the Human Resources certified list of eligible candidates. The Union may request to have one representative present to observe any promotional interview panel where Bargaining Unit Employees are competing for promotion. Such request shall be made to the Human Resources Director, or designee.

- a. Promotion shall mean the moving of any Employee from a position in one classification to a position in another classification having a higher maximum salary within this bargaining unit.
- b. The senior eligible applicant within the Department in which the promotion opportunity originated can grieve a promotion granted to an applicant outside the Department as provided in Article 35. Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection in writing within a reasonable time frame after a selection is made.

32.2 PAY UPON DEMOTION

Employees who are demoted, either through voluntary request or through demotion for cause, shall have their rate of pay computed by assigning the same relative position in the lower pay grade as previously held in the higher pay grade. For example, an Employee at the mid-point of the higher pay grade will be placed at the mid-point of the lower pay grade. In no case shall a demotion result in a pay increase.

32.3 At the sole discretion of the Department Director, the Employer may request a rate of pay that is higher than the relative position rate of pay in the demoted grade. This request shall be made by the Department to the Human Resources Director or his/her delegate for approval. A request for one Employee shall not set a precedent for any other Employee.

32.4 Human Resources is responsible for oversight for all promotional opportunities through its Talent Acquisition process. This process is geared to ensure that the best qualified candidate is selected. The Talent Acquisition hiring process, as amended, will be made available to the Union upon request.

ARTICLE 33
REDUCTION IN FORCE

33.1 REDUCTION IN FORCE

Because of changes in programs, lack of funds, reorganization, or decrease in work, or for any other legitimate reason making it necessary for the Employer to reduce the work force represented by this bargaining unit, an equitable, efficient and orderly reduction-in-force procedure will be followed. The Employer retains authority to resolve any layoff issue not clearly addressed by this article.

- a. The Employee's termination under this article is to be considered as a result of the reduction-in-force, not discipline, and in no way shall affect the Employee's COBRA, unemployment compensation, and other statutory rights and benefits.
- b. Every effort will be made to place classified Employees affected by such reduction in suitable alternate positions to which they are qualified. Such placements shall be made considering among other factors: an Employee's experience, qualifications, skills, discipline, veteran's preference and seniority.
- c. The Employer's internal appeal procedure shall be explained to the employee at the meeting with Human Resources.

33.2 In the event of a reduction-in-force, the following procedure shall be adhered to:

a. PROCEDURE:

1) Identifying Positions

a). Departments that have a need to reduce positions as a result of changes in programs, lack of funds, reorganization, a decrease in work, or for any other reason shall submit to the Human Resources Director their Workforce Plan Analysis. This analysis will be submitted by the director of the Department with the assistance of Human Resources, and will at a minimum include:

1) The overall objective of the affected section/ division/ Department, and an explanation of the work processes within the affected section/ division/ Department.

2) The essential functions of the affected unit and the positions that are critical to performing those essential functions, including the critical skills, knowledge and abilities that are required to meet the unit's goals and objectives.

3) An explanation of the need for RIF and the business objective the RIF action is expected to accomplish, including an explanation of how the positions proposed to be eliminated have been identified and how the Department proposes to accomplish its objectives when positions are eliminated.

4) Other alternatives in lieu of RIF that were explored in order to minimize the impact on the Employees, including an explanation why the same objectives could not be accomplished without resorting to RIF or by minimizing the impact of RIF.

5) Estimated cost of training to be incurred when job functions of eliminated positions must be absorbed by remaining positions.

6) List of positions likely to be affected by the RIF. If a County-wide Reduction in Force is necessitated by a factor that is common to all Employer Departments, only this step, being the list of positions to be affected by the RIF, will be required to be submitted as the Workforce Plan Analysis.

b). Upon receipt of a Workforce Plan Analysis, the Human Resources Director in consultation with the Employer will determine and certify the positions (position numbers and job class) to be abolished.

c). In most instances, the impact of RIF and the ensuing layoff shall be limited to the affected Department. The Employer will have the sole discretion to include more than one Department or the entire Agency as the affected area. Factors that shall be considered in making such a determination shall include similarities of affected jobs, size of the affected Department, reasons for RIF, job classifications and number of positions identified for elimination. The decision to include other Departments or the entire agency as the affected area may be made on a Job Classification Unique basis at the sole discretion of the Employer based on the factors identified above. As a result, during a RIF, the impact may be limited to the affected Department for certain Job Classifications, and may include other Departments or the entire agency for other classifications.

d). Human Resources will inform affected Employees in writing of the proposed reduction in workforce.

e). Before any permanent Employee with tenured status is laid off, temporary and substitute Employees performing same or like work, and Employees who have not successfully completed their initial probationary period in the affected classification in the agency shall be released to make positions available for tenured Employees affected by RIF.

f). Employees in the Department who are serving their conditional probation in the affected classification will be returned to their former classification by seniority in the class, and as necessary, to make positions available for Employees affected by RIF.

2. Retention Points:

a). After the affected area of layoff is determined and the positions to be eliminated are identified, all tenured Employees in each of the affected classes performing same or similar jobs in the affected area will be ranked on a Layoff List separately based on their total retention points.

b). Employees in positions that are sub-classed due to specific job descriptions and qualifications required for the job will not be included in the same layoff list.

c). The retention points shall be calculated in the following manner:

1) *Seniority*: One (1) point for each full calendar month of continuous service in the affected class.

2) *Seniority in Grade*: Add one half ($\frac{1}{2}$) point for each full calendar month of continuous service in positions other than in the affected class. All continuous service in the classified service as a permanent full-time Employee under the Office of County Administrator including any period of unclassified service without a break in service will be counted. Continuous service refers to employment without break-in-service as defined Human Resources policy. If as a result of a reclassification study a job position was reclassified in title only, without changes to job duties or pay grade, retention points for all months of continuous service in the affected class will include the time served in the position under both the existing and former job titles. In reckoning full calendar months, any month during which an Employee was on suspension for disciplinary reasons will not be considered. However, for such suspensions that are less than 30 days and overlaps two calendar months, only the month in which the suspension commenced will be counted.

3) *Discipline*: Retention points shall be deducted in the following manner for disciplinary actions during the five years immediately preceding the date of notification of RIF:

<u>Disciplinary Year</u>	<u>Suspension (Each Occurrence)</u>	<u>Written Reprimand</u>
Preceding I year	10 points	5 Points for each
Preceding II year	8 points	4 points for each
Preceding III year	6 points	3 point for each
Preceding IV year	4 points	2 points for each
Preceding V year	2 points	1 point for each

4) *Involuntary Demotions* for disciplinary reasons shall have 35 points deducted for each occurrence of involuntary demotion during the five years immediately preceding the date of notification of RIF.

5) *Veteran's Preference*: Employees eligible for veteran's preference shall have 5 points added to their total retention points. Eligible disabled veterans shall have 10 points added to the total retention points.

d). The affected Employees will be provided the calculation of their retention points and an opportunity to meet with Human Resources to discuss this calculation.

1) After being afforded this opportunity to meet with Human Resources, the Employee shall either, acknowledge and certify the computation of their retention points as complete and accurate, or request an appeal.

2) This appeal is initiated by the Employee forwarding a written explanation with documentation about why the Employee does not agree with the Human Resources calculation of their retention points.

3) This written appeal must be submitted to the Human Resources Director within five (5) working days of their meeting with Human Resources.

4) Failure to submit the appeal or obtain an extension of time, which shall not be more than five (5) working days, from the Human Resource Director will result in the waiver of any objections regarding the calculation of retention points.

5) The decision of the Human Resources Director shall be final and binding.

3. Layoff

a). In determining the order of Employees to be laid off, Employees with the least combined total of retention points in the affected class shall be laid off first.

b). Should two or more Employees have the same combined total of retention points, the Employee with the shorter length of service in the affected classification will be laid off first.

c). Employees who are identified for layoff will be given written notice of termination at least two (2) weeks prior to the date of layoff. However, every effort should be made to provide ninety (90) calendar days notice or more if possible, to affected Employees. The notice shall state the reason for termination and the date it is to become effective. A copy of the notice prepared by the Department of Human Resources shall be forwarded to the affected Department Director(s).

4. Bumping

a). Upon receiving the notice of layoff, an affected Employee will have the right to request in lieu of being laid off, a voluntary demotion or reassignment within the Department(s) or the affected area(s), as determined by the Employer, to a position in the classification immediately previously held by the Employee provided the Employee had successfully completed the period of initial or conditional probation in that class. The requests shall be in writing and shall be made within seven working days of receiving the notice of layoff. Such requests for demotions or reassignments will be granted by placing the affected Employees in available vacant positions, and if there are no vacant positions, by displacing Employees with less retention points in the class.

b). A tenured Employee who is adversely affected or displaced as a result of another Employee exercising the right of demotion or reassignment as described in paragraph d) above, will have the same right of demotion or reassignment within the Department(s) or affected area(s).

c). Such demotion or reassignment shall be available only to Employees who meet the minimum qualifications specified for the position as reflected in the current job description maintained by the Department of Human Resources.

5. Job Placement Assistance

a). Human Resources will make efforts to assist a displaced Employee in locating other suitable employment. An assistance plan for this purpose will be developed and communicated to Employees at the time of the reduction-in-force. Employees are expected to take an active role in their effort to obtain other suitable employment.

b). During the layoff notice period as described above, if a vacancy exists in the affected classification in any of the Departments under the Employer, an affected Employee may be transferred to that vacant position.

- 1) An Employee who refuses to accept such alternate placement within the affected classification or like positions shall be laid off without further consideration for transfer.
 - 2) Employees who are transferred shall be given written notice of the transfer at least one week prior to its effective date.
- c). During the layoff notice period, and prior to separation, the affected Employees will be given prime consideration for appointment to vacant positions at their grade level or lower for which they have applied and are qualified as determined by Human Resources before other qualified applicants on a closed or open eligibility list are considered.
- 1) Accepting a position below the current pay-grade will be considered as a voluntary demotion.
 - 2) An Employee who has accepted an alternate position including voluntary demotion will be removed from the list of affected Employees for job placement assistance.
- d). No demotions or reassignments as described in 4a) or 4b) above shall be effected if it results in the displacement of another Employee with higher retention points than the Employee requesting the voluntary demotion or reassignment pursuant to that paragraph.

6. Re-employment

- a). Employees laid off will have the right of re-employment when positions become available in the Department in the same job classification from which the Employee was laid off. The order of recall shall be in the reverse order based on the total retention points, in that, those with highest points shall be recalled first within the same classification.
- 1) Such right of re-employment shall become effective the date of layoff and continue for one year or until the Employee is removed from that classification's list of eligibles, whichever occurs sooner.
 - 2) If an Employee declines an offer of a position within the same job classification from which the Employee was laid off, the Employee will lose the right of re-employment granted under this policy
- b). Upon re-employment, the Employee shall be allowed to include all service which was creditable on the date of the layoff when computing the Employee's length of service provided that the Employee is re-employed within one year of the effective date of layoff.
- c). The Employee's Performance Review Date is adjusted by adding the length of the layoff to the Performance Review Date held at the time the layoff became effective.
- d). Benefits will be terminated according to the applicable benefit contract provisions and Certificates of Coverage. Upon re-employment within a period of one calendar year from the date of layoff, benefits will be reinstated according to applicable benefit contract provisions and Certificates of Coverage, which may vary by benefit.
- e). Upon returning to employment in the same classification, the Employee will be placed in the same grade and level of pay held at the time of layoff.
- f). A laid off Employee, who is reemployed in a position other than the same job classification, shall be paid in accordance with the appropriate pay grade and subject to Human Resource policies. Such Employees, upon accepting an alternate position other than the same classification, including a position in a lower grade, will be removed from the list of eligible Employees for reemployment.

ARTICLE 34

TRANSFERS

34.1 Transfer shall mean the moving of an Employee from a position in one work unit to a different position in a different work unit at a different work location, but in the same classification in the bargaining unit.

34.2 **Voluntary Transfer:**

- a. An Employee with permanent status may request in writing a transfer to a different work location in the same classification and within their same Department. In filling vacancies the County shall give consideration to such these requests and grant the request where such transfer is feasible and the Employee is immediately qualified for the job. The request for transfer will not be unreasonably denied.
- b. If more than one Employee requests a transfer to the same position and the Employees are equally qualified for the specific vacant position, the Employee with seniority shall be the one transferred.
- c. An Employee requesting an in-class transfer outside of his/her Department shall follow existing procedures.

34.3 **Involuntary Transfer:**

The County may transfer an Employee to fill the needs of the County, however, the County will make a good faith effort to take such action only when necessary to provide effective and efficient services. If Employees are equally qualified, the Employee with the least seniority shall be the one involuntarily transferred.

ARTICLE 35

GRIEVANCE AND ARBITRATION PROCEDURE

- 35.1 A grievance is any dispute which may arise concerning the application, meaning, or interpretation of this Agreement. An Employee on initial probation – i.e. one serving their probationary period following initial hire – shall not be eligible to use this process to grieve release from employment during the probationary period. Employees may use the grievance process outlined below, or the Civil Service grievance process, but not both. Employees may decide which process to utilize, but once decided must follow that process to completion. The Union will not be required to process grievances for non-Union Employees in the bargaining unit. Grievances shall be settled in the following manner.
- 35.2 All references to business days shall mean Monday through Friday, excluding Employer-designated holidays.
- 35.3 If the grieving party does not meet the time limits in this article, the grievance will be considered settled based on the last response of management. If management does not meet the time limits in this procedure, the Employee is free to advance the grievance to the next step. Time limits specified herein may be extended upon mutual consent in writing by the parties.
- 35.4 A grievance may be submitted under this article by the Union as a general or class grievance. Any general or class grievance shall be initially submitted in writing, utilizing Appendix C, to the appropriate Department director of the class of Employees, or the Human Resource Director, if the class grievance spans across Departments.

- 35.5 Employees grieving the issuance of a Formal Counseling or Written Reprimand shall initiate the grievance at the Division Director level (Department Director where no division director exists) within fifteen (15) business days of receipt of the formal counseling or written reprimand. The Employee may submit the grievance to the next higher level if not satisfied with the response.
- 35.6 Employees grieving the result of a Pre-Disciplinary Hearing (suspension, demotion or termination) shall initiate the grievance at the Human Resources Director level within fifteen (15) business days of receipt of the notification of suspension, demotion or termination.
- 35.7 **Step I: Immediate Non-Bargaining Unit Supervisor:** Employees will submit a written grievance utilizing Appendix C to their immediate non-Bargaining Unit supervisor within fifteen (15) business days from the time the Employee or the Union knew, or by diligence should have known of the event in question. If the grievance is resolved at this level, the outcome will be recorded on the grievance form (Appendix C) and the grievance form will be forwarded to the Labor Relations Manager in Human Resources. The non-Bargaining Unit supervisor shall respond to the grievant in writing, using Appendix C, within fifteen (15) business days.

Step II: Section or Unit Manager: If the Employee is not satisfied with the response of the immediate supervisor, the Employee can present the grievance to the Section or Unit Manager within fifteen (15) business days of the written response of the immediate non-Bargaining Unit supervisor. The person holding the position at this level of supervision may meet with the Employee either alone or accompanied by a Union representative, but shall reply in writing, using Appendix C, within fifteen (15) business days after receipt of the written grievance.

Step III: Division or Department Director: If the Employee is not satisfied with the response of the Section or Unit Manager, the Employee can present the grievance to the Division Director, if next in the chain of supervision within fifteen (15) business days. If no Division Director position exists in the chain of supervision, the grievance will be presented to the Department Director within fifteen (15) business days. The person holding the position at this level of supervision will meet with the Employee, either alone or accompanied by a Union representative, and shall reply in writing within fifteen (15) business days after the meeting.

If the grievance was presented to the Division Director and their written response received, the Employee may advance the grievance, if not satisfied with the response, to the Department Director level. This shall not be deemed a separate step, but rather a two part Step III process. The Employee shall have fifteen (15) business days to advance the grievance from receipt of the Division Director's written response, and the Department Director will meet with the Employee, either alone or accompanied by a Union representative, and shall respond in writing, using Appendix C, within fifteen (15) business days after receipt of the written grievance.

Step IV: Human Resources: If the Employee is not satisfied with the response of the Department Director, the Employee can present the grievance to the Human Resources Director, or Labor Relations Manager, within fifteen (15) business days. Human Resources shall designate an individual to serve as Hearing Officer within fifteen (15) business days. Arrangements will be made to meet with the Employee, and the Union representative, if any. The Hearing Officer shall provide a written reply within fifteen (15) business days after meeting with the other party, absent any extensions requested and granted by the Union. The Union may request to present witnesses at this meeting. Consent will be reasonably granted.

35.8 **Arbitration (Step V)**

- a. If the Union is not satisfied with the response of the Human Resources Director, or designee, the Union may demand arbitration in writing within thirty (30) calendar days from the date of the Step IV response. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder:

1. The written grievance clearly identifies the section or provisions allegedly violated, and specifies how they were violated.
 2. A written demand for arbitration has been made by the Union within thirty (30) calendar days after receiving the response of the Human Resources Director, or designee.
 3. The grievance was processed in accordance with, and within the timeframes specified at Article 35.5 to 35.7.
- b. A demand for arbitration shall be accompanied by a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). If either party rejects the list of arbitrators, that party shall provide a substitute list of seven (7) arbitrators from the Federal mediation and Conciliation Service (FMCS) and shall bear the cost of obtaining the substitute list. The party rejecting the list shall have thirty (30) calendar days to do so.
 - c. The parties shall meet to alternatively strike the names from the list provided, with the party initiating the arbitration demand striking first. The remaining name shall be the arbitrator. The arbitrator shall conduct the hearing at the earliest date acceptable to both parties. Both parties shall be permitted to present arguments and evidence at the hearing. The decision of the arbitrator shall be rendered in writing and shall be final and binding.
 - d. An arbitrator hereunder shall only have jurisdiction to determine whether or not the Employer violated the identified contract provision in the manner claimed in the grievance, but he may consider, to the extent applicable, the entire contract in reaching such a decision.
 - e. The arbitrator shall neither add to, subtract from, nor modify the provisions of this contract. The arbitrator shall be confined to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not submitted.
 - f. All fees and expenses of the arbitrator shall be divided equally between the parties to the arbitration and each party to arbitration shall each bear the cost of preparing and presenting its own counsel. The cost of a court reporter shall be shared equally if mutually agreed, or if one party requests a copy of the transcript of the proceedings paid for by the other party.

ARTICLE 36 **SAVINGS CLAUSE**

- 36.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 36.2 In the event the County Civil Service system should be abolished, or those in the bargaining unit brought out from under its jurisdiction, in part or in whole, the parties may renegotiate only those articles which are specifically impacted by a change in the collective bargaining environment as a result of any change in Chapter 96-519, Laws of Florida, as amended.

ARTICLE 37 **CONTRACT CONSTITUTES ENTIRE AGREEMENT OF PARTIES**

- 37.1 The parties acknowledge and agree that, during the negotiations which culminated in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter included by law within the area as collective bargaining and that all understandings and agreements arrived at by the parties pursuant to the exercise of this right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining and each agrees the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement.

- 37.2 This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto, and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.
- 37.3 In the event of a conflict between the collective bargaining agreement and Human Resources policies, the collective bargaining agreement shall supercede.

ARTICLE 38 **UNIFORMS**

- 38.1 **Uniforms:** The County requires that certain personnel wear uniforms on the job. Where the County makes such a determination, then it shall provide the uniforms. Any changes in uniforms, uniforms policy, and/or uniform requirements shall be made after consultation with the Union.

The County shall provide sufficient uniforms for Employees in the Public Works and Public Utilities Departments that would be considered usual and customary to cover a payroll period. Effective no later than March 1, 2018, the County will provide a laundering service for uniforms for Public Works and Public Utilities Employees. These employees may utilize this service on an as needed basis. Through March 1, 2018, Public Works and Public Utilities employees may submit the cost of laundering their uniforms for reimbursement by submitting an itemized receipt to the Department.

- 38.2 **Replacement:** The County shall replace or repair parts of the uniform that become unserviceable because of (1) normal wear and tear, or (2) damage, if through no fault of the employee while in the line of duty. However, any complaints regarding the laundering of uniforms including lost or damaged articles shall be directed to the designated laundering service representative and not to County supervisors or management. The Union shall make every effort to educate and inform the bargaining unit that complaints are to be addressed with the laundering service. Due to no fault of their own, an employee will not be penalized if he/she does not have a County authorized uniform. In these limited cases, the employer will provide the employee with substitute clothing that is acceptable based on industry standards.

Employees are responsible for any lost or damaged items, other than normal wear and tear. Employees will be required to turn in all issued uniforms when they terminate employment or at any time inventory is taken during their employment. Items that are lost, missing, or damaged due to an employee's negligence shall be paid for by the employee.

- 38.3 **Protective Clothing:** The following and any other safety-related items may be issued to the employee on an as needed basis, as determined by the Department Director: safety shoes, safety glasses, hard hats, safety gloves, safety vests, safety goggles, bump caps, face shields, knee and shin guards, rain gear and rubber boots. Any item so issued shall be worn as directed by the Department Director or his/her designee.
- 38.4 **Compliance with the Law:** The parties agree that any changes to the wages, hours, terms and conditions of employment related to uniforms needed to be in compliance with Federal, State and local laws will be implemented without the obligation to negotiate the change. The Employer will provide the Union with notice of any changes prior to implementation

ARTICLE 39
COPIES OF AGREEMENT

- 39.1 The Employer will provide the Union with a copy of the executed bargaining agreement and Appendices in both paper and electronic formats. The Employer agrees to post the current bargaining agreement on the County Operated Intranet (C.O.I.N.).
- 39.2 The Employer will provide reasonable access to C.O.I.N. to all bargaining unit members.

ARTICLE 40
MILEAGE ALLOWANCE

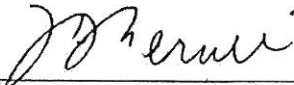
Employees required and specifically authorized in writing by Management to use their private automobiles for Employer business shall be compensated at the rate as prescribed by the Hillsborough County Board of County Commissioners.

ARTICLE 41
DURATION

- 41.1 This Agreement shall be in full force and effect October 1, 2017, and will remain in full force and effect until September 30, 2020.
- 41.2 The parties agree to reopen Article 13 for FY20 (October 1, 2019 – September 30, 2020) by March 1, 2019.
- 41.3 If either party desires to modify, amend, or terminate this Agreement, it shall notify the other party in writing between January 1, 2020 and February 1, 2020, of its intention to do so. Failure to notify the other party of its intention to modify, amend, or terminate this Agreement by February 1, 2020, will automatically extend the provisions and terms of this Agreement for the period of one (1) year (October 1, 2020 through September 30, 2021).

On behalf of the Hillsborough County Board of County Commissioners and the American Federation of State, County, & Municipal Employees Union, Local 167, the aforementioned agreement has been duly executed this 6th day of December 2017.

FOR HILLSBOROUGH COUNTY:

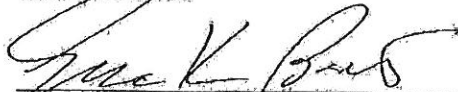


Michael S. Merrill
County Administrator



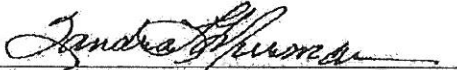
Rudin E. Haldermota
Chief Negotiator

**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYERS:**



Eric K. Batts
President, AFSCME Local 167

**FOR HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS:**




Sandra L. Murman, Chair

ATTEST: Pat Frank
Clerk of the Circuit Court

By: 
Deputy Clerk



	Approval	Date
County Attorney		12/5/17

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 17-1312

PENDIX A

Included:

All full-time and regular part-time Employees of the Hillsborough County Board of County Commissioners occupying the job classifications set forth below.

Excluded:

All other Employees of the Hillsborough County Board of County Commissioners, including managerial Employees, confidential Employees, emergency services Employees, and supervisory Employees with a conflict of interest with included Employees.

<u>Class Title</u>	<u>Class Title</u>
Advanced Transportation Worker	Mosquito Control Inspector
Animal Care Assistant	Multi-Trades Worker I
Animal Control Officer	Multi-Trades Worker II
Animal Control Officer Trainee	Multi-Trades Worker III
Auto Equipment Service Spc	Painter
Carpenter	Park Ranger I
Cmnty Collection Ctr Attendant	Park Ranger II
Construction Equipment Oper I	Plant Maintenance Mechanic I
Construction Equipment Oper II	Plant Maintenance Mechanic II
Construction Equipment Opr III	Plant Maintenance Mechanic III
Crew Leader I	Plant Operator
Crew Leader II	Plant Operator Trainee
Custodian	Plant Supervisor
Electrician I	Refrig Air Cndtng Mechanic I
Electrician II	Refrig Air Cndtng Mechanic II
Electrician III	Refrig Air Cndtng Mechanic III
Electronics Technician I	Security Guard
Electronics Technician II	Service Writer
Electronics Technician III	Spray Equipment Operator
Engineering Technician I	Sr Animal Care Assistant
Engineering Technician II	Sr Carpenter
Engineering Technician III	Sr Fleet Mechanic Technician
Equipment Fabrication Spc	Sr Groundskeeper
Equipment Mechanic I	Sr Head Custodian
Equipment Mechanic II	Sr Heating Vent A/C Technician
Equipment Mechanic III	Sr Meter Reader
Equipment Operator I	Sr Painter
Equipment Operator II	Sr Park Ranger
Equipment Operator III	Sr Plant Operator
Equipment Technician I	Sr Service Writer
Equipment Technician II	Sr Transportation Worker
Fleet Mechanic Technician	Sr Utilities Maint Worker
Fleet Mechanic Technician Trne	Storekeeper I
Groundskeeper	Storekeeper II
Head Custodian	Storekeeper III
Heating Vent A/C Technician	Trades Helper
Inspector/Spray Equip Operator	Traffic Sign/Marking Tech I
Laborer	Traffic Sign/Marking Tech II
Landscape Gardener	Transportation Worker
Locksmith	Transportation Worker Trainee
Maintenance Repair Leader	Tree Trimmer
Mason I	Utilities Maint Worker Trainee
Mason II	Utilities Maintenance Worker
Mason III	Vehicle Service Attendant
Meter Reader	Wheel/Tire Specialist

PENDIX B- 1

AFSCME LOCAL 167 AND HILLSBOROUGH COUNTY

Annual Pay is based on a 2080 hour schedule which includes 96 hours of holiday pay.

Effective through January 31, 2018

PAY GRADE	PAY GRADE DESCRIPTION	MINIMUM (HOURLY)	MINIMUM (ANNUAL)	MIDPOINT (HOURLY)	MIDPOINT (ANNUAL)	MAXIMUM (HOURLY)	MAXIMUM (ANNUAL)
ABUI	AFSCME Broadband .I	\$13.36	\$27,788.80	\$18.66	\$38,812.80	\$23.96	\$49,836.80
ABUJ	AFSCME Broadband .J	\$14.18	\$29,494.40	\$26.65	\$55,432.00	\$39.12	\$81,369.60
ABUK	AFSCME Broadband .K	\$14.35	\$29,848.00	\$21.46	\$44,636.80	\$28.56	\$59,404.80
ABUM	AFSCME Broadband .M	\$17.52	\$36,441.60	\$24.46	\$50,876.80	\$31.40	\$65,312.00
ABUN	AFSCME Broadband .N	\$18.28	\$38,022.40	\$25.43	\$52,894.40	\$32.57	\$67,745.60
ABUD	AFSCME Broadband .O	\$19.37	\$40,289.60	\$26.23	\$54,558.40	\$33.09	\$68,827.20
AFSA	AFSCME .A	\$7.93	\$16,494.40	\$10.03	\$20,862.40	\$12.13	\$25,230.40
AFSB	AFSCME .B	\$8.73	\$18,158.40	\$11.30	\$23,504.00	\$13.87	\$28,849.60
AFSC	AFSCME .C	\$9.57	\$19,905.60	\$12.38	\$25,750.40	\$15.19	\$31,595.20
AFSD	AFSCME .D	\$10.10	\$21,008.00	\$13.07	\$27,185.60	\$16.03	\$33,342.40
AFSE	AFSCME .E	\$10.69	\$22,235.20	\$13.83	\$28,766.40	\$16.97	\$35,297.60
AFSF	AFSCME .F	\$11.27	\$23,441.60	\$14.58	\$30,326.40	\$17.89	\$37,211.20
AFSG	AFSCME .G	\$11.96	\$24,876.80	\$15.48	\$32,198.40	\$18.99	\$39,499.20
AFSH	AFSCME .H	\$12.72	\$26,457.60	\$16.46	\$34,236.80	\$20.19	\$41,995.20
AFSI	AFSCME .I	\$13.45	\$27,976.00	\$17.41	\$36,212.80	\$21.36	\$44,428.80
AFSJ	AFSCME .J	\$14.30	\$29,744.00	\$18.50	\$38,480.00	\$22.70	\$47,216.00
AFSK	AFSCME .K	\$15.22	\$31,657.60	\$19.69	\$40,955.20	\$24.16	\$50,252.80
AFSL	AFSCME .L	\$16.28	\$33,862.40	\$21.06	\$43,804.80	\$25.84	\$53,747.20
AFSM	AFSCME .M	\$17.37	\$36,129.60	\$22.48	\$46,758.40	\$27.58	\$57,366.40
AFSN	AFSCME .N	\$18.45	\$38,376.00	\$23.87	\$49,649.60	\$29.29	\$60,923.20
AFSP	AFSCME .P	\$20.72	\$43,097.60	\$26.81	\$55,764.80	\$32.89	\$68,411.20
AFTC	AFSCME Trainee .C	\$9.57	\$19,905.60	\$12.38	\$25,750.40	\$15.19	\$31,595.20
AFTG	AFSCME Trainee .G	\$11.96	\$24,876.80	\$15.48	\$32,198.40	\$18.99	\$39,499.20
AFTI	AFSCME Trainee .I	\$13.45	\$27,976.00	\$17.41	\$36,212.80	\$21.36	\$44,428.80
AFTJ	AFSCME Trainee .J	\$14.30	\$29,744.00	\$18.50	\$38,480.00	\$22.70	\$47,216.00
AOPR	AFSCME Operator .J	\$14.30	\$29,744.00	\$18.50	\$38,480.00	\$22.70	\$47,216.00

PENDIX B- 2

AFSCME LOCAL 167 AND HILLSBOROUGH COUNTY

Annual Pay is based on a 2080 hour schedule which includes 96 hours of holiday pay.

Effective February 1, 2018

<u>GRADE</u>	<u>MIN/HR</u>	<u>MID/HR</u>	<u>MAX/HR</u>	<u>MIN/ANN</u>	<u>MID/ANN</u>	<u>MAX/ANN</u>
CAFSG.1	\$11.00	\$13.75	\$16.50	\$22,880.00	\$28,600.00	\$34,320.00
CAFSG.2	\$11.55	\$14.44	\$17.33	\$24,024.00	\$30,030.00	\$36,036.00
CAFSG.3	\$11.89	\$15.16	\$18.43	\$24,730.59	\$31,531.50	\$38,332.41
CAFSG.4	\$12.48	\$15.92	\$19.35	\$25,967.12	\$33,108.08	\$40,249.03
CAFSG.5	\$13.11	\$16.71	\$20.32	\$27,265.47	\$34,763.48	\$42,261.48
CAFSG.6	\$13.76	\$17.55	\$21.33	\$28,628.75	\$36,501.65	\$44,374.56
CAFSG.7	\$14.45	\$18.43	\$22.40	\$30,060.18	\$38,326.74	\$46,593.29
CAFSG.8	\$15.17	\$19.35	\$23.52	\$31,563.19	\$40,243.07	\$48,922.95
CAFSG.9	\$15.93	\$20.32	\$24.70	\$33,141.35	\$42,255.23	\$51,369.10
CAFSG.10	\$16.73	\$21.33	\$25.93	\$34,798.42	\$44,367.99	\$53,937.55
CAFSG.11	\$17.57	\$22.40	\$27.23	\$36,538.34	\$46,586.39	\$56,634.43
CAFSG.12	\$18.44	\$23.52	\$28.59	\$38,365.26	\$48,915.71	\$59,466.15
CAFSG.13	\$19.37	\$24.69	\$30.02	\$40,283.52	\$51,361.49	\$62,439.46
CAFSG.14	\$20.34	\$25.93	\$31.52	\$42,297.70	\$53,929.57	\$65,561.43
CAFSG.15	\$21.35	\$27.22	\$33.10	\$44,412.58	\$56,626.04	\$68,839.50
CAFSG.16	\$22.42	\$28.59	\$34.75	\$46,633.21	\$59,457.35	\$72,281.48
CAFSG.17	\$25.02	\$32.07	\$39.12	\$52,047.62	\$66,706.04	\$81,364.46
BROAD BAND						
CAFSB.I1	\$13.36	\$13.36	\$13.36	\$27,798.00	\$27,798.00	\$27,798.00
CAFSB.I2	\$14.90	\$16.59	\$18.27	\$31,000.00	\$34,500.00	\$38,000.00
CAFSB.I3	\$17.31	\$20.63	\$23.96	\$36,000.00	\$42,917.50	\$49,835.00
CAFSB.I4	\$18.01	\$22.70	\$27.38	\$37,467.66	47209.25	\$56,950.84
CAFSBJ1	\$14.18	\$17.49	\$20.80	\$29,500.00	\$36,383.97	\$43,267.93
CAFSBJ2	\$19.11	\$23.32	\$27.53	\$39,742.67	\$48,502.16	\$57,261.66
CAFSBJ3	\$21.12	\$26.39	\$31.66	\$43,935.47	\$54,893.30	\$65,851.13
CAFSBJ4	\$23.85	\$30.18	\$36.51	\$49,613.40	\$62,775.34	\$75,937.29
CAFSB.K1	\$14.35	\$16.88	\$19.40	\$29,848.00	\$35,100.00	\$40,352.00
CAFSB.K2	\$17.85	\$20.98	\$24.10	\$37,128.00	\$43,628.00	\$50,128.00
CAFSB.K3	\$21.10	\$24.83	\$28.56	\$43,888.00	\$51,646.40	\$59,404.80
CAFSBM1	\$17.52	\$20.63	\$23.75	\$36,433.00	\$42,914.00	\$49,395.00
CAFSBM2	\$24.33	\$27.86	\$31.40	\$50,605.00	\$57,953.50	\$65,302.00
CAFSBN1	\$18.28	\$20.18	\$22.08	\$38,022.40	\$41,974.40	\$45,926.40
CAFSBN2	\$23.19	\$25.09	\$26.99	\$48,235.20	\$52,187.20	\$56,139.20
CAFSBN3	\$28.72	\$30.40	\$32.57	\$59,737.60	\$63,232.00	\$67,745.60
CAFSBO1	\$19.37	\$23.32	\$27.27	\$40,282.00	\$48,500.50	\$56,719.00
CAFSBO2	\$26.10	\$29.59	\$33.09	\$54,281.00	\$61,556.50	\$68,832.00



**Hillsborough
County Florida**

**APPENDIX C
GRIEVANCE DESCRIPTION
AND
TRACKING FORM**



Union: Hillsborough County Florida Employees,
Local 167, AFSCME, AFL-CIO
Grievance # : _____

Date of Incident or Violation: _____ / _____ / _____

Location: _____

Name of Employee: _____

Job Title: _____

Check One: Union Member ☐ Non-Union Member ☐

Department/Unit: _____

Dept. Telephone #: _____

Supervisor: _____

Supv. Telephone #: _____

Description of Contract Violation(s):

Article Violated: _____ How Violated: _____

Article Violated: _____ How Violated: _____

Article Violated: _____ How Violated: _____

(Continue on additional pages if necessary)

Witnesses (Name, Job Title & Phone #):

What is the requested remedy? (Be specific): _____

Signature of Grieving Employee (Or Union Officer for Class Grievance)

Date

This original grievance form, with all supporting documents, shall be presented in writing to the employee's IMMEDIATE NON-BARGAINING UNIT SUPERVISOR within FIFTEEN (15) business days from the time the employee or Union knew, or should have known, of the violation in question.

STEP I:

Signature of IMMEDIATE NON-BARGAINING UNIT SUPERVISOR (For Receipt)

Date

Date discussion held: _____ / _____ / _____ Record resolution on separate page and attach to this grievance form.

PROVIDE A COPY OF THE GRIEVANCE AND RESPONSE TO HR LABOR RELATIONS MANAGER IF GRIEVANCE RESOLVED AT THIS LEVEL.

AFSCME CONTRACT APPENDIX C – GRIEVANCE DESCRIPTION AND TRACKING FORM
STEP II: UNIT/SECTION MANAGER RECEIVED: ___/___/___ INITIALS: _____

The Manager may meet with the employee/Union Rep (if applicable) but in any event shall reach a decision and communicate it to the employee/Union Rep filing the grievance within FIFTEEN (15) business days from date of receipt. Response (Attach additional pages if necessary): _____

Manager Signature: _____
 Employee/Union Accepts: Y / N Employee/Union Signature: _____ Date: ___/___/___

If matter IS resolved – Copy to HR Labor Relations. Copy to Manager's File. **Original to Employee.**

If matter IS NOT resolved, this original form, with all attachments, shall be presented to Step II within FIFTEEN (15) business days from the date of the Managers' response.

STEP III: DIVISION / DEPARTMENT DIRECTOR RECEIVED: ___/___/___ INITIALS: _____

The Division/Department Director will meet with the employee/Union Rep (if applicable) but in any event shall reach a decision and communicate it to the employee/Union Rep filing the grievance within FIFTEEN (15) business days from date of receipt. Response (Attach additional pages if necessary): _____

Department Director Signature: _____
 Employee/Union Accepts: Y / N Employee/Union Signature: _____ Date: ___/___/___

If matter IS resolved – Copy to HR Labor Relations. Copy to Department Director's File. **Original to Employee.**

If matter IS NOT resolved, this original form, with all attachments, shall be presented to Step III within FIFTEEN (15) business days from the date of the Department Director's response.

STEP IV: HUMAN RESOURCES DIRECTOR RECEIVED: ___/___/___ INITIALS: _____

The Human Resources Director, or designee, will meet with the employee/Union Rep (if applicable) within FIFTEEN (15) business days in order to reach a decision and will communicate it to the employee/Union Rep filing the grievance within FIFTEEN (15) business days from date of the meeting.

Response (Attach additional pages if necessary): _____

Human Resources Director, or designee's Signature: _____
 Employee/Union Accepts: Y / N Employee/Union Signature: _____ Date: ___/___/___

If matter IS resolved – Copy to HR Labor Relations. Copy to Department Director's File. **Original to Employee.**

If matter IS NOT resolved, this form, with all attachments shall form the basis of the decision to demand arbitration at Step IV within THIRTY (30) calendar days from the date of the Human Resources Director, or designee's response.

STEP V: UNION DEMAND FOR ARBITRATION RECEIVED: ___/___/___ INITIALS: _____

The Union hereby demands arbitration on the above grievance action. This demand is accompanied by the Federal Mediation and Conciliation Service (FMCS) list of potential arbitrators as required by the current contract between Hillsborough County Florida Employees, Local 167, AFSCME, AFL-CIO and Hillsborough County Board of County Commissioners.

 Signature and Date

STRIKE DATE AGREED TO: ___/___/___ (within 30 calendar days)
ARBITRATION DATE SET FOR: ___/___/___

The Arbitrator's decision is final and binding

**ANNEX D
SARASOTA COUNTY HAZARD REPORT FORM**

Department:	Work Location:
Employee & Work Phone:	Supervisor/Title/Phone:

EMPLOYEE DESCRIPTION OF HAZARD: (Clearly and concisely describe the unsafe condition)	
LOCATION: (Identify the location of the hazard)	
SUGGESTIONS FOR THE CONTROL OF THE HAZARD: (Suggest any corrective action you feel should be taken)	
ACTION TAKEN: (Describe any temporary action that has been taken to deal with the hazard)	
SIGNATURE:	DATE:

The Employee is to deliver the original copy to the supervisor and send copies to the Department Safety Coordinator and to Occupational Safety & Health Section (Fax: 635-8284)

SUPERVISOR'S RESPONSE

INSPECTION OF REPORTED HAZARD: (State the date of your inspection and your findings)
CORRECTIVE ACTION TAKEN: (Describe the action and the date taken to eliminate or control the hazard. If temporary action is taken, describe both the temporary and the proposed permanent action. When the permanent action is taken, update the report. If no corrective action is necessary or appropriate, explain the reason)

The information on this form is confidential information under Florida Statute 768.28 and is not to be provided to others without the permission of ICM Division or the County Attorney. (Supervisors are to retain a copy for Department records and forward copies to the Department Safety Coordinator and to Occupational Safety & Health Section) ICM-010 (3/00)

**APPENDIX E
SHIFT DIFFERENTIAL WAIVER REQUEST FORM**

REQUEST FOR CHANGE IN WORKING HOURS FOR PERSONAL REASONS (AFSCME)

Date: _____

To: _____

From: _____
(Employee Name and Employee Number)

I hereby request a change in my normally assigned hours of work. I understand that my hours of work are currently set at the discretion of the Department Director and are from

_____ to _____ on _____
(days of the week) .

I request a change in my normally assigned hours of work to start from

_____ to _____ on _____
(days of the week)

I understand that if the requested change in working hours is granted, and I:

- Would otherwise become entitled to a payment of Shift Differential if the requested hours of work had been set by the Department Director; or,
- if I become entitled to a greater payment of Shift differential than entitled to before the request; then, this initial entitlement, or increased entitlement, **will not be paid based on my voluntary request for a change in working hours.**

I make this request voluntarily, and I understand that I may be required to resume my previous working hours at the Department Director's discretion.

Employee Signature: _____

Manager Recommendation: **Approval / Disapproval**

Signed: _____

Date: _____

Department Director's Decision: **Request is granted / not granted.**

Signed: _____

Date: _____

Copy of completed request to:

AFSCME Local 167

Labor Relations Manager, Human Resources

Departmental Employee File