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Title: Hillsborough County Board of County Commissioners and Hillsborough County Florida Employees, American Federation of State, County, & Municipal Employees (AFSCME), AFL-CIO, Local 167 (2003)

K#: 800108

Employer Name: Hillsborough County Board of County Commissioners

Location: FL Tampa

Union: Hillsborough County Florida Employees, American Federation of State, County, & Municipal Employees (AFSCME), AFL-CIO

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Sector: L

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY BOCC

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 167

Effective October 1, 2003 to September 30, 2005

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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 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.

ARTICLE 2

RECOGNITION

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.

ARTICLE 3

NON-DISCRIMINATION

- 3.1 The Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of age, race, color, national origin, religion, sex, handicap or marital status.
- 3.2 Also, 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.

ARTICLE 6

DEDUCTIONS

- 6.1 During the term of this agreement, the Employer agrees to provide a check-off slot so as to allow for deductions of Union sponsored benefit plans. The Employer agrees to deduct the benefit assessment in an amount certified by the AFSCME Florida Council 79 Secretary-Treasurer from the pay of each member of the bargaining unit who has individually authorized such deduction in writing, a copy of which is provided to the Employer.
- The Employer will remit monthly to AFSCME Council 79 an amount equal to the total benefit deductions for the respective month.
- The Employer will strive for accuracy in providing benefits deduction service but, in the final analysis, both the Employer and the Union agree that the claim for and the payment of benefits is a matter to be settled between the Union and its members. 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, action taken or not taken by the Employer, on account of payroll deduction of benefits.
- 6.2 During the term of this Agreement, the Employer agrees to deduct bi-weekly dues and uniform assessments in an amount certified to be the current rate by the AFSCME

Florida Council 79 Secretary-Treasurer from the pay of each member of the bargaining unit who has individually authorized such deduction in writing. The Employer will monthly remit to AFSCME Council 79 an amount equal to the total deductions authorized by the Union made for the respective month.

- 6.3 The Employee's authorization may be revoked at the employee's request, upon thirty (30) days written notice to the Employer and the Union. Such notice will be provided to the Union on a standard form. It is the Union's responsibility to provide the Department of Human Resources with a copy of such revocation notice so as to enable the dues deductions to cease in a timely manner.
- 6.4 The Employer will strive for accuracy in providing dues deduction service but, in the final analysis, both the Employer and the Union agree that the claim for and the payment of dues is a matter to be settled between the Union and its members. Any liability for dues 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, action taken or not taken by the Employer, on account of payroll deduction of dues.
- 6.5 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 7

SENIORITY & PERSONNEL POLICIES

7.1

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 Civil Service 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.

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.

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 9. 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.

7.2

PAY UPON DEMOTION

Pay for employees who are demoted shall be determined as described below. In no case shall a demotion result in a pay increase nor shall the rate of pay exceed the maximum of the pay grade to which the employee is demoted.

- a. An employee demoted for cause shall have their 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.

- b. An employee who takes a voluntary demotion to a position previously held, or an employee returned to former classification during the conditional probationary period following a promotion, shall be placed in the lower classification at their last rate of pay in the lower classification, plus all wage increases that would have been received.

7.3

OUT OF TITLE WORK

To assure the orderly continuation of services, the County may be required to temporarily upgrade an employee on an "acting" basis to a position of higher rank. For the purposes of this article, it is understood that the temporary upgrading/acting status may be required to fill temporary position vacancies which may exist for the following reasons:

- a. A position is permanently vacant and is scheduled to be filled through recruitment by a permanent full-time employee.
- b. A position is temporarily vacant because the regular employee is on annual leave, sick leave, workers' compensation (work-related injury) or any other approved leave of absence.

An employee selected to acting status will be expected to assume the full responsibility and duties of the position. 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.

The selection of an employee for acting status shall normally be made from within the same work section that the vacancy occurs and shall be at the discretion of the Section Manager/Department Director.

Out-of-Title pay shall consist of a five percent (5%) increase in hourly pay, or the minimum of the higher salary grade, whichever is greater. Upon completion of forty (40) consecutive hours in an acting capacity, an employee shall receive acting pay retroactive to the first (1st) hour in such capacity, and will continue to receive acting pay until return to the original position held by the employee. The employee's overtime rate during the period in an acting status shall be computed on the basis of this rate.

Employees may be required to work in an acting capacity in a higher classification. Employees may request an exemption from working out-of-title by submitting a written request to the Department Director through the Section Manager.

7.4

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, a standard reduction-in-force procedure will be followed to carry out the layoff in a fair and orderly way.

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.

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

ORDER OF LAYOFF: Upon determination that a layoff is necessary a list of employees ranked in the order in which they are to be laid off will be prepared and posted. The procedure for developing the layoff list is as follows:

Initial probationary employees in each affected classification shall be terminated first.

Promotional probationary employees in each affected classification will be returned to former class.

Remaining employees will be rank ordered according to seniority and veterans preference points (6 points) with the least senior employee listed first.

Seniority is defined in Article 7.5. Employees receive 1 point for each full month of continuous, unbroken service with Hillsborough County.

An employee designated for layoff may be entitled to bump an employee in a lower classification within the same classification series (i.e. A Painter III can bump a Painter II or Painter I) under the office of the County Administrator if the employee:

- a. Has more seniority than the employee to be bumped;
- b. Is qualified for the position.
- c. Is capable of performing the duties of the lower classification.

A bumped employee can also exercise the same bumping privilege into a lower classification under the office of the County Administrator within the same classification series in accordance with the above.

ORDER OF RECALL: Employees shall be recalled from layoff in reverse order of the order of their layoff provided that they are currently qualified to perform the work in the job classification to which they are recalled.

Employees separated from employment shall be granted the right of first refusal for other funded vacant positions under the County Administrator at their pay grade or below, provided they are currently qualified for the position. Right of first refusal shall be effective the date that notification of layoff is issued and shall continue until the employee refuses the first offered position for which qualified, or twelve months from the date of layoff, whichever occurs first. This constitutes the preferential employment period. The preferential employment period may be extended for a period of 6 months by written request to the Human Resources Department.

Recall from layoff shall be in the order of classification seniority. Recall will be made by certified mail to the last address in the employer's records. Within fourteen (14) calendar days of the certified receipt date, laid off employees must signify their intention to accept re-employment with Hillsborough County. Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A physical exam may be required by the Employer. A laid off employee offered recall who is temporarily unable to accept due to medical reasons as certified by an attending physician, may request an extension of their re-employment date not to exceed thirty (30) days.

BENEFIT STATUS: During the period in which an employee remains on a preferential re-employment list, the employee shall not receive termination payments (i.e., annual leave, sick leave, pension). All benefits shall cease during the layoff period. Health and life insurance may be continued at the employee's expense.

EMPLOYMENT STATUS: An employee who has been laid off shall not be considered as being completely terminated from employment so long as the employee remains on a preferential re-employment list. The employee's name shall be removed from the preferential list because of acceptance of a County offer of re-employment. The following shall result in the removal of an employee's name from the preferential re-employment list and constitute complete termination of employment:

- a. Rejection of an offer of re-employment;
- b. Twelve (12) months, or eighteen (18) if extended, eligibility has expired; or Death.

RETIREMENT/RESIGNATION: Employees identified for layoff, who are eligible and choose to retire or take deferred retirement, shall not be placed on the preferential re-employment list. Employees who retire or resign will be processed according to current policy.

RE-EMPLOYMENT: An individual recalled from a preferential employment list shall not be considered as having a break in service. However, their original benefits date and performance review date shall be adjusted by the time spent on layoff, and the revised dates shall be used in the calculation of benefits.

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 twelve (12) months, or 18 months if extended, of the effective date of layoff.

All benefits to which the employee was entitled on the date of dismissal, and for which not otherwise compensated, are re-established on the date of re-employment. No further benefits accrue during the actual period of the layoff.

Upon returning to employment in the same classification, the employee is given the same rate of pay held at the time of dismissal. An employee accepting a position in other than the same classification shall be paid the minimum of the applicable pay range, unless circumstances justify some other wage.

7.5

SENIORITY

Seniority is defined as the date from which an employee has continuous, unbroken service with the County. This date is changed by any unpaid absence of thirty (30) calendar days or more.

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.

7.6

TRANSFER

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.

a. Voluntary Transfer:

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.

If more than one employee requests a transfer to the same position and the employees are equally qualified, the employee with seniority shall be the one transferred.

An employee requesting an in-class transfer outside of his/her department shall follow existing procedures.

b. 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 8

HEALTH & SAFETY

8.1 The Employer and the Union agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

8.2 The Employer shall make reasonable provisions to insure the safety and health of each employee during the hours of their employment. Each employee shall immediately upon discovery 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.

8.3 All bargaining unit employees who are required to wear safety shoes will be required to purchase one (1) pair of steel-toed safety shoes which meet or exceed ANSI/OSHA Z41 Standards, as amended. The required safety shoes shall be worn during all working hours. The employee will be reimbursed for one (1) pair of safety shoes per year. The Division or Department Director shall have the sole discretion as to which employees are required to wear safety shoes. The Employer recognizes that certain job duties or conditions may cause excessive wear or damage to safety shoes and the Division or Department Director shall have the sole discretion to approve a second reimbursement to the employee within a given year.

Employees shall be responsible for the purchase of the approved safety shoes. Reimbursement will be processed upon the department's receipt of a proof of purchase (sales slip) and evidence that shoes meet the ANSI/OSHA Z41 Standards. Reimbursement shall be the cost of the shoes or \$80.00, whichever is less.

8.4 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.

8.5 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 hazardous situation 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. Once a final decision has been made, the employee who originally reported the condition will carry out the direction of the supervisor.

Following this determination by the supervisor, and the employee's carrying out of the supervisor's direction, they may agree to request a safety check. Using Form ICM-010 of the Hillsborough County Risk Management Manual, the request will be forwarded to the Occupational Safety and Health Section of the Insurance and Claims Management

Division. The Occupational Safety and Health Section will assign one of the Safety Consultants on staff to investigate the hazardous situation. The Union may request that a Union representative be an observer to the investigation. The Safety Consultant will take whatever action is deemed appropriate, and his determination will be final.

- 8.6 An employee who presents a written health or safety concern to his supervisor shall receive a written response listing the action taken within eight (8) working days. Written health and safety concerns will include sufficient details to allow for a complete 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.
- 8.7 One (1) designated Union representative within a department will be authorized to participate on the department Safety Committee. One (1) designated Bargaining Unit employee will be authorized to attend the monthly Safety Action Council meetings. There will be no loss of wages as a result of attendance at these meetings.
- 8.8 All bargaining unit employees are subject to disciplinary review for failure to observe safety rules or for failure to utilize provided safety equipment.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

- 9.1 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.

All references to business days shall mean Monday through Friday, excluding employer-designated holidays.

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.

- 9.2 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.
- 9.3 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 eight (8) 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.

Employees grieving the result of a Pre-Disciplinary Hearing (suspension, demotion or termination) shall initiate the grievance at the Human Resources Director level within

eight (8) business days of receipt of the notification of suspension, demotion or termination.

- 9.4 Employees will first attempt to verbally address an individual grievance, informally and promptly, with his immediate supervisor.

Step I: If the employee is not satisfied with the response of the immediate supervisor, the employee, either alone or accompanied by a Union representative, can present the grievance in writing, utilizing Appendix C of this contract, to the Section or Unit Manager 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. The person holding the position at this level of supervision may meet with the employee, but shall reply in writing within eight (8) business days after receipt of the written grievance.

Step II: If the employee is not satisfied with the response of the Section or Unit Manager, the employee, either alone or accompanied by a Union representative, can present the grievance in writing, utilizing Appendix C of this contract, to the Department Director within eight (8) business days. The person holding the position at this level of supervision may meet with the employee, but shall reply in writing within eight (8) business days after receipt of the written grievance.

Step III: If the employee is not satisfied with the response of the Department Director, the employee, either alone or accompanied by a Union representative, can present the grievance in writing, utilizing Appendix C of this contract, to the Human Resources Director, or designee, within eight (8) business days. The Human Resources Director, or designee shall meet with the employee and the union representative, if any, and shall reply in writing within eight (8) business days after meeting with the other party. The Union may request to present witnesses at this meeting. Consent will be reasonably granted.

9.5 **Step IV: ARBITRATION**

If the Union, in its' discretion, 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 III response. Bargaining Unit employees who are not union members may demand arbitration, within the timeframe above and subject to the conditions below, and shall post a bond of \$2500.00 to cover their share of arbitration costs at the time their demand is delivered to the employer.

- a. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder:
- b. The written grievance clearly identifies the section or provisions allegedly violated, and specifies how they were violated.
- c. 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.
- d. The grievance was processed in accordance with, and within the timeframes specified at Article 9.4.

A demand for arbitration shall be accompanied by a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall meet by mutual agreement within fourteen (14) days to alternatively strike the names from the list provided, with the party initiating the 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.

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.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this contract. The arbitrator shall confine him/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not submitted to him/her.

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 10

HOURS OF WORK AND OVERTIME

10.1 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.

10.2 **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.

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 require 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.

10.3 **STAND-BY/CALL-BACK** - 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. 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. Personnel called from stand-by status for the performance of a specified job shall be compensated for all such time actually worked with a minimum of two hours paid per call-out, except that total paid hours shall not exceed actual elapsed hours during the stand-by period. 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.

- 10.4 **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.

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.

- 10.5 **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.

- 10.6 **SHIFT DIFFERENTIAL** - 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. 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.

ARTICLE 11

ECONOMIC PROVISIONS

- 11.1 **GENERAL:** Pay range adjustments, market equity adjustments, and performance increases shall not continue after the expiration of this contract.
- 11.2 **First Year of Contract (FY2004):** Effective upon ratification of this contract by both parties, salary ranges in Civil Service Schedule C (AFSCME) shall be adjusted to equal approved Civil Service Schedule A (General) salary ranges effective at the same time as the general salary ranges are put in effect. Pay Range minimums and maximums for each grade are listed in Appendix B.

11.2A Effective upon ratification of this contract by both parties, employees shall receive a FY 2004 market equity adjustment of 3.5%, not to exceed the maximum of the new pay range, effective the first full pay period in December 2003. Employees whose pay falls below the new minimum shall receive an increase up to the new minimum.

11.2B Employees shall receive a FY 2004 merit increase of 3.5%, not to exceed the maximum of the employee's pay-range, on their performance review date, or the effective date of this contract, whichever is later, for an overall rating of successful or better.

11.3 **Second Year of Contract (FY2005):** Salary ranges in Civil Service Schedule C (AFSCME) shall be adjusted by three and one-half percent (3.5%) effective at the same time Civil Service Schedule A (General) salary ranges are adjusted. FY 2005 increases in salary for market equity and performance shall not exceed the maximum of the employee's pay-range.

11.3A Employees shall receive a FY 2005 market equity adjustment of 3.5%, not to exceed the maximum of the employee's pay-range, effective upon the Civil Service change in salary ranges. Employees whose pay falls below the new minimum shall receive an increase up to the minimum.

11.3B Employees shall receive a FY 2003 merit increase of 3.5%, not to exceed the maximum of the employee's pay-range, on their performance review date for an overall rating of successful or better.

11.4 **DEFERRED COMPENSATION:** Each pay period the County will contribute a percentage of the employee's salary to an existing County Deferred Compensation program. The contribution shall equal 2.5% for employees in Sick Leave Plan B and 1.5% for employees in Sick Leave Plan A. Employees 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. At the sole discretion of the County Administrator, the Union agrees to re-open negotiations on deferred compensation contributions. Any such negotiation provided for in this paragraph shall not be subject to the grievance procedure or the statutory impasse procedure.

11.5 **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.

11.6 **INSURANCE:**

- a. At all times, the Employer shall provide the same Group Insurance Plans (Health, Dental, Life, 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. Health insurance program 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.

11.7

CAFETERIA BENEFIT:

Effective October 1, 2003 the Cafeteria Benefit will be set at \$160. This will be paid to bargaining unit employees commencing the first full pay period in September 2003 in accordance with normal county procedures. Thereafter, 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
 - Health Insurance
 - Dental Insurance
 - Flexible Spending Account
- B. After Tax Benefits
 - Life Insurance
 - Long Term Disability (See Article 11.8A.4.)
 - Cash

11.8

SICK LEAVE: County 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 of eighteen (18).

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.

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**

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.

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.

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.

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.

Management may require the employee to submit to a fitness-for-duty examination at any time. Management shall incur the cost of such examination.

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.

In cases of extended sickness or injury, the appointing authority with the concurrence of the Civil Service Board may grant an employee a medical leave of absence without pay, and such employee shall retain all of the rights which were held at the initiation of that absence. Such absence shall be for a period not to exceed six (6) months unless further extended with approval of the Civil Service Board.

An employee suffering from an illness or disability, certified by a recognized practicing physician, which extends beyond his accumulated sick leave and vacation may be carried on the payroll for the amount necessary to meet the requirements of hospitalization and life insurance premiums until such time as the employee has regained his health, not to exceed thirty-six (36) months unless discontinued or acted on by the Employer.

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 may choose to be placed on annual and/or sick 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.

11.9 **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 Rule.

The Appointing Authority may elect to adhere to a calendar year, fiscal year, or year based upon this individual employee's Benefits Date, provided all employees of that authority are allowed to request conversion based upon equivalent twelve-month periods.

Maximum conversion shall be one-third of the number of hours of sick leave accrued annually under these Rules, e.g., 32 hours of annual conversion for employees regularly scheduled to work forty (40) hours per week. For part-time employees that maximum shall be in the ratio that the employee's regularly scheduled hours are to forty (40) hours per week.

Any sick leave used during the year shall reduce the number of convertible hours. 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

NOTE: Sick leave usage may include any number of hours or hourly increments and reduce convertible hours accordingly.

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 appointing authorities to allow individuals who do not desire conversion to continue the unused sick leave in the sick leave account.

No conversions shall be made for leave usage experienced during a period of less than twelve months except that transfer of an individual from the jurisdiction of one appointing authority to another where a different annual cycle is in use. In such circumstance, the losing authority may consider conversion based upon experience 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.

11.10

ANNUAL LEAVE – VACATION: 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.

The time at which such vacations are granted shall be at the discretion of the department director and shall not be unreasonably denied.

Three hundred twenty (320) hours of vacation time may be accrued for use during the period of active employment. Payment of unused vacation time shall be limited as provided in paragraph F.

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 Paragraph E.

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.

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).

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.

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.

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.

11.11 **CIVIL 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, voting in an election, taking a test of fitness for employment in the County service and in non-job related matters to which the employee is not a named party.

Employees after having been released or having finished any of the above activities must report back to their job within a reasonable time.

Employees required by the Appointing Authority 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.

11.12 **MILITARY LEAVE**: During a war or ordered national emergency, an employee holding permanent status in the service of the employer, upon presentation of official written orders may obtain a leave of absence to serve in the Armed Forces of the United States of America or any branch thereof by making application in writing to the department director. The administration of this leave category will be in accordance with established County policy and procedure.

11.13 **LEAVE WITHOUT PAY**: 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 periods not to exceed thirty (30) days provided 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, it will be forwarded with full written justification to the Civil Service Board for action.

11.14 **BEREAVEMENT LEAVE**: In the event of a death of a member of the immediate family (as defined herein), 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 work days 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 immediate family is defined as the employee's spouse, child, mother, father, brother, sister, guardian, or other in loco parentis, step-parent, step-child, grandchild, grandparent, parent-in-law, son-in-law, daughter-in-law, or any relative residing within the employee's household.

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.

No payment for Bereavement Leave shall be made except upon written application of the employee, and approval of the Appointing Authority. The request shall cite whether

relationship or place of residence is the basis for the request, and the Appointing Authority shall take whatever measures are necessary to satisfy himself of the eligibility of the employee for leave with pay under the provisions of leave.

- 11.15 **HOLIDAYS:** 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.

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.

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	November
	November
Christmas	December
	December
Floating Holiday	Employee's Choice
Floating Holiday	Employee's Choice

- 11.16 **RETIREMENT PLAN:** The Employer provides a retirement plan in accordance with applicable law (Florida Retirement System).

- 11.17 **FAMILY & MEDICAL LEAVE ACT:** Eligible employees are granted up to twelve (12) weeks of leave under County policy and in accordance with the 1993 Family and Medical Leave Act (FMLA).

- 11.18 This provision applies only to those bargaining unit members who were participants in March, 2000 in the Sick Leave Bank (the "bank") established pursuant to Hillsborough County Board of County Commissioners' Resolution #R95-137 (the resolution) but did not reapply for whatever reason for continued bank membership, and were no longer a participant as of April 1, 2000. Additionally, these bargaining unit members must have exhausted all sick and annual leave accruals due to a catastrophic illness or injury as defined by the resolution, on or after June 1, 2003, resulting in a leave without pay status.

Bargaining unit members currently in Sick Plan "A" may donate either sick or annual leave, on an hour for hour basis, directly to a bargaining unit employee who meets the criteria set forth in Article 11.18 (a). Bargaining unit members currently in Sick Plan "B"

may donate annual leave only, on an hour for hour basis, directly to a bargaining unit employee who meets the criteria set forth in Article 11.18 (a). Donations may be made in writing to the Labor Relations Manager, Human Resources Department. Correspondence received must specify the bargaining unit member's Sick Leave Plan, the type of leave (sick or annual) to be donated, the amount of time to be donated, the bargaining unit employee satisfying the criteria set forth in Article 11.18 (a) who is to receive the donated time, and the donating bargaining unit member's full name, department and original signature.

The bargaining unit members who meet the criteria set forth in Article 11.18 (a) may receive up to maximum of 720 hours on an hour for hour basis) of donated time.

ARTICLE 12

NO STRIKE

- 12.1 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.
- 12.2 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.
- 12.3 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 13.1, 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.
- 12.4 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 13

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF PARTIES

- 13.1 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.
- 13.2 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.

ARTICLE 14

SAVINGS CLAUSE

- 14.1 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.
- 14.2 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 15

DESIGNATION OF TERMS

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.

All references in this contract to "Department" are used for convenience only and shall also apply to "Office" or other operational unit.

ARTICLE 16

WORKER'S COMPENSATION

- 16.1 An employee who is temporarily disabled in the line of duty shall be placed immediately on Workers' Compensation without a waiting period.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 **LIGHT DUTY:** In accordance with the Worker's Compensation law the County will actively attempt to provide training and assistance to employees who sustain an on the job injury. An employee temporarily disabled in the line of duty which prohibits the performance of the employee's regularly assigned duties may be placed in a light duty assignment.
- 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 light duty assignment is acceptable and

light duty work is available, the employee will be assigned light duty in accordance with their physical restrictions.

If any employee refuses light duty, worker's compensation benefits may be denied in accordance with Florida law.

ARTICLE 17

DRUG FREE WORK PLACE

- 17.1 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.
- 17.2 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.
- 17.3 The Union agrees to comply with the County's Drug Free Work Place Policy.
- 17.4 It is agreed that the policy and/or procedures may be changed in order for the County to comply with statutory requirements.
- 17.5 If the County proposes any change to this policy, the County will notify the Union. The Union may request a meeting to discuss and provide input to these changes.

ARTICLE 18

DISCIPLINARY ACTION

- 18.1 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. 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.
- 18.2 In the event of a non-vehicular accident investigation, if an employee states their desire for Union representation, the Supervisor shall postpone the meeting for 48 business hours in order for the employee to obtain a Union representative.
- 18.3 Disciplinary action (formal counseling, written reprimand, suspension, demotion, termination) shall be issued in a timely manner.
- 18.4 An employee can grieve disciplinary action (formal counseling, written reprimand, suspension, demotion, termination) taken against them if the employee believes the disciplinary action was not for just cause.

ARTICLE 19

PERSONNEL FILES

- 19.1 The Department of Human Resources shall be considered the official repository of personnel files for employees in the bargaining unit for those matters which relate to the administration of the agreement.
- 19.2 All files will be maintained in accordance with current law.
- 19.3 The employee shall have the right to review and copy at their own expense his/her personnel file.
- 19.4 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 20

EMPLOYEE PERFORMANCE EVALUATION

- 20.1 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.
- 20.2 An employee who receives an evaluation resulting in no merit pay increase, may grieve their evaluation according to Article 9. An employee who receives an overall Successful, or better, evaluation may make written comments concerning the final report, which shall be reviewed by the Department Head, and shall be attached to the evaluation when placed in the official file.
- 20.3 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.

ARTICLE 21

UNION ACTIVITY

- 21.1 The employer will authorize four (4) employees on work/pay status to participate in table negotiations. This authorized paid time is applicable only to table negotiations. Reasonable travel time from work to negotiations and return will not be credited against the authorized paid time agreed to above. County vehicles if available may be utilized for the purpose of attending table negotiations.
- 21.2 Prior to the commencement of table negotiations, the Union shall provide to the County the names of the four (4) employees who will participate in table negotiations in work/pay status. 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.
- 21.3 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, and/or detrimental to the labor/management relationship. The Union may post the names of the official Union representatives and a copy of the current Collective Bargaining Agreement on Union bulletin boards.

- 21.4 The Employer shall provide the Union with a copy of a document which captures the following information for each employee within the bargaining unit: 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 copy of all written rules and policies pertaining to the employees covered under this agreement (to include: all policies/rules in effect, rules and policies which are amended/modified during the term of this agreement, and any and all new rules and policies which are implemented during the term of this agreement).
 - (b) The Employer shall provide the Union with a copy of all material routinely or regularly distributed to employees covered under this agreement.
- 21.6 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. The Employer will be notified of the dates at least thirty (30) days prior to convention.

ARTICLE 22

UNION STEWARDS & REPRESENTATION

- 22.1 The Union may designate 20 shop stewards to work locations agreed to between the Union and the Director of Human Resources. However, only 10 shop stewards will be permitted to participate in activities in 9.3. The number of stewards shall be by mutual agreement. 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 job title and work location. It shall be the responsibility of the Union to keep the list current, and to inform the County's representative in writing as to any changes made regarding such individuals.
- 22.2 Neither Union official representatives nor 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. The Employer will grant necessary and reasonable time off with pay for lost time to a Union 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.
- 22.3 Union representatives shall not contact any employee or other person concerning grievance matters or Union business during either the working hours of the Union representative or the working hours of any employee sought to be contacted without the express prior permission of the appropriate Department Director or designee. Such permission shall not be unreasonably denied.
- 22.4 The President of the local or Vice-President will be granted reasonable time off to attend a grievance or pre-disciplinary hearing if requested by unit employee.

- 22.5 Not more than one Union representative will be approved to attend a grievance or pre-disciplinary hearing in a work pay status.
- 22.6 The duties of the Union representative will not interfere with the orderly operations of departments.
- 22.7 This article does not apply to arbitration proceedings.
- 22.8 The parties agree to conduct joint training sessions for the appropriate management personnel and Union representatives, to address subjects of mutual concern including, but not limited to the following: administration of the agreement and grievance handling. The content, frequency, time and location of these sessions shall be by mutual agreement of the parties. Employees required to attend these sessions while on duty status, shall receive pay at the normal rate for those hours in attendance. 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.

ARTICLE 23

LABOR-MANAGEMENT COMMITTEE

- 23.1 During the term of this contract, upon mutual agreement of the parties, the Employer agrees that representatives of the Union and management will meet periodically but not more than quarterly 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.
- 23.2 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 this meeting in a work/pay status. This authorization is for three hours, per authorized employee, plus reasonable travel time from work to the meeting and return. These meetings may be scheduled periodically but not more than once quarterly by either the County's representative or the President of Local 167 or his designee. These meetings will generally be by Department. In the event that the issues requiring discussion are County-wide in nature, a labor-management meeting will be requested with the Human Resources Director, or designee.
- 23.3 County vehicles may be utilized for the purpose of attending Labor-Management meetings, if available.
- 23.4 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 24

COPIES OF AGREEMENT

The Employer will provide the Union with a copy of the executed bargaining agreement and Appendices in both paper and electronic (RTF or ASCII) formats. The Employer agrees to post the current bargaining agreement on the County Operated Intranet (C.O.I.N.).

ARTICLE 25

RETIREE HEALTH INSURANCE STIPEND

The Employer agrees to provide to each employee upon retirement, a monthly Retirement Healthcare Subsidy 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 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.
- b. With the last payment in the month prior to the month in which a retiree reaches age 65.
- c. Upon the retiree's death.

ARTICLE 26

DURATION

- 26.1 This Agreement shall be in full force and effect upon its ratification by the parties, or October 1, 2003, whichever is later, and will be in full force and effect until September 30, 2005.
- 26.2 If either party desires to modify, amend, or terminate this Agreement, it shall notify the other party in writing by February 1, 2005, 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, 2005, will automatically extend the provisions and terms of this Agreement for the period of one (1) year (October 1, 2005 through September 30, 2006).
- 26.3 Should either party notify the other party of its intent to modify, amend, or terminate this Agreement by February 1, 2005, as set forth above, then the parties will immediately no later than fourteen (14) days after February 1, 2005, commence negotiations for a new Agreement. If an Agreement is not reached by June 1, 2005, then the parties may jointly declare an impasse and notify PERC pursuant to Florida Statute, 447.403; provided, however, this will not foreclose the use of a mediator by the parties pursuant to PERC's Rule 38D-19.002, prior to proceeding to a Special Master proceeding.
- 26.4 This Section shall not prevent the parties from continuing to negotiate after June 1, 2005, and reaching agreement any time prior to legislative action pursuant to 447.403.

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 _____ day of _____, 2003.

FOR HILLSBOROUGH COUNTY:

Daniel A. Kleman
County Administrator

Sharon Wall
Human Resources Director

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

Thomas Scott, Chairman

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

Michael Temple
Regional Director
AFSCME Florida Council 79, AFL-CIO

Gary A. O'Neal
President, AFSCME Local 167

	Approval	Date
Department	_____	_____
County Attorney	_____	_____

ATTEST: RICHARD AKE
Clerk of the Circuit Court

By: _____
Deputy Clerk

APPENDIX 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.

CLASS TITLE:

Animal Care Assistant
Animal Control Officer
Automotive Equipment Service Specialist
Carpenter I
Carpenter II
Carpenter III
Community Collection Center Attendant
Construction Equipment Operator I
Construction Equipment Operator II
Construction Equipment Operator II
Crew Leader I
Crew Leader II
Custodian
Electrician I
Electrician II
Electrician III
Electronics Technician I
Electronics Technician II
Electronics Technician III
Engineering Technician I
Engineering Technician II
Engineering Technician III
Equipment Fabrication Specialist
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III
Equipment Operator I
Equipment Operator II
Equipment Operator III
Groundskeeper
Head Custodian
Heating, Ventilating & Air Conditioning Engineer
Inspector/Spray Equipment Operator
Laborer
Landscape Gardener
Locksmith
Maintenance Repair Leader
Mason I
Mason II
Mason III
Vehicle Service Attendant
Waste Water Plant Operator I
Waste Water Plant Operator II
Multi-Trades Worker I
Multi-Trades Worker II
Multi-Trades Worker III

CLASS TITLE:

Painter I
Painter II
Painter III
Park Ranger I
Park Ranger II
Plant Maintenance Mechanic I
Plant Maintenance Mechanic II
Plant Maintenance Mechanic III
Plant Operator Trainee
Reclaimed/Potable Water Distributions Specialist I
Reclaimed/Potable Water Distributions Specialist II
Reclaimed/Potable Water Distributions Specialist III
Refrigeration Air Conditioning Mechanic I
Refrigeration Air Conditioning Mechanic II
Refrigeration Air Conditioning Mechanic III
Security Guard
Senior Animal Care Assistant
Senior Groundskeeper
Senior Head Custodian
Senior Heat'g Vent'g & Air Cond'g Engineer
Senior Meter Reader
Senior Park Ranger
Senior Service Writer
Senior Tree Trimmer
Service Writer
Spray Equipment Operator - Certified
Spray Equipment Operator
Storekeeper I
Storekeeper II
Storekeeper III
Trades Helper
Traffic Sign/Marking Technician I
Traffic Sign/Marking Technician II
Tree Trimmer
Tree Trimmer Crew Leader
Utilities Maintenance I
Utilities Maintenance II
Utilities Maintenance III
Utility Maintenance Specialist
Utility Maintenance Worker
Meter Reader
Mosquito Control Inspector
Waste Water Plant Operator III
Water Plant Operator I
Water Plant Operator II
Water Plant Operator III
Wheel & Tire Specialist

APPENDIX B

COLLECTIVE BARGAINING AGREEMENT AFSCME LOCAL 167 AND HILLSBOROUGH COUNTY FISCAL YEARS 2004

Changes to salary ranges in 2003 and 2004 will occur at the start of the first full pay period in December.

Pay Grade		Current		December 2003	
		Minimum	Maximum	Minimum	Maximum
CA	Hourly	\$6.70	\$10.04	\$6.93	\$10.39
	Annual	\$13,936.00	\$20,883.20	\$14,414.40	\$21,611.20
CB	Hourly	\$7.65	\$11.47	\$7.91	\$11.87
	Annual	\$15,912.00	\$23,857.60	\$16,452.80	\$24,689.60
CC	Hourly	\$8.38	\$12.58	\$8.68	\$13.02
	Annual	\$17,430.40	\$26,166.40	\$18,054.40	\$27,081.60
CD	Hourly	\$8.85	\$13.27	\$9.16	\$13.74
	Annual	\$18,408.00	\$27,601.60	\$19,052.80	\$28,579.20
CE	Hourly	\$9.37	\$14.05	\$9.70	\$14.54
	Annual	\$19,489.60	\$29,224.00	\$20,176.00	\$30,243.20
CF	Hourly	\$9.92	\$14.88	\$10.26	\$15.40
	Annual	\$20,633.60	\$30,950.40	\$21,340.80	\$32,032.00
CG	Hourly	\$10.54	\$15.80	\$10.90	\$16.36
	Annual	\$21,923.20	\$32,864.00	\$22,672.00	\$34,028.80
CH	Hourly	\$11.19	\$16.79	\$11.58	\$17.38
	Annual	\$23,275.20	\$34,923.20	\$24,086.40	\$36,150.40
CI	Hourly	\$11.90	\$17.84	\$12.31	\$18.47
	Annual	\$24,752.00	\$37,107.20	\$25,604.80	\$38,417.60
CJ	Hourly	\$12.64	\$18.96	\$13.08	\$19.62
	Annual	\$26,291.20	\$39,436.80	\$27,206.40	\$40,809.60
CK	Hourly	\$13.46	\$20.20	\$13.94	\$20.90
	Annual	\$27,996.80	\$42,016.00	\$28,995.20	\$43,472.00
CL	Hourly	\$14.40	\$21.60	\$14.90	\$22.36
	Annual	\$29,952.00	\$44,928.00	\$30,992.00	\$46,508.80
CM	Hourly	\$15.35	\$23.03	\$15.89	\$23.83
	Annual	\$31,928.00	\$47,902.40	\$33,051.20	\$49,566.40

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



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: _____

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 Unit/Section Manager **within FIFTEEN (15) business days** from the time the employee or Union knew, or should have known, of the violation in question.

AFSCME CONTRACT APPENDIX C – GRIEVANCE DESCRIPTION AND TRACKING FORM**STEP I: 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 EIGHT (8) 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 EIGHT (8) business days from the date of the Managers' response.**STEP II: DEPARTMENT DIRECTOR**

RECEIVED: __/__/__

INITIALS:

The Department Director 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 EIGHT (8) 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 EIGHT (8) business days from the date of the Department Director's response.**STEP III: HUMAN RESOURCES DIRECTOR**

RECEIVED: / /

INITIALS:

The Human Resources Director, or designee, shall meet with the employee/Union Rep (if applicable) in order to reach a decision and will communicate it to the employee/Union Rep filing the grievance within EIGHT (8) 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 IV: UNION DEMAND FOR ARBITRATION**

RECEIVED: __/__/__

INITIALS:

The Union, or non-union-member employee after posting a \$2500 bond, 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: __/__/__

ARBITRATION DATE SET FOR: __/__/__

The Arbitrator's decision is final and binding

