

**AGREEMENT**

**Between**

**POLK COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**and**

**FEDERATION OF PUBLIC EMPLOYEES,  
A DIVISION OF THE NATIONAL FEDERATION  
OF PUBLIC AND PRIVATE EMPLOYEES  
(AFL-CIO)**

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## **AGREEMENT**

### **PREAMBLE**

THIS AGREEMENT is entered into between POLK COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County," and FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO), hereinafter referred to as the "Federation." It is the intent and purpose of this Agreement to promote harmonious relations between the County and its employees to assure sound and mutually-beneficial working and economic relationships between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the County is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

### **ARTICLE I RECOGNITION**

Section 1. The County recognizes the Federation as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, in accordance with the Certification number 1269 from the Florida Public Employees Relations Commission dated September 13, 1999, for:

All regular full-time and part-time blue-collar or operational services employees of the Polk County Board of County Commissioners in the following classifications:

A/C Refrigeration Mechanic  
Carpenter  
Chlorine Repair Technician  
Custodial Lead Worker  
Custodial Worker

Electrician  
Electronics Specialist  
Environmental Compliance Worker  
Environmental Technician I  
Environmental Technician II  
Environmental Technician III  
Finish Grader Operator  
Fleet Technician I  
Fleet Technician II  
Fleet Technician III  
Hazardous Waste Technician  
Industrial Electrician I  
Industrial Electrician II  
Industrial Electrician III  
Inventory Clerk  
Landfill Construction Lead Operator  
Landfill Operator  
Lead Chlorine Repair Technician  
Lead Environmental Technician  
Lead Painter  
Lift Station Technician  
Utilities Line Locator  
Utilities Lead Line Locator  
Maintenance Mechanic Specialist  
Maintenance Technician  
Meter Reader/Service Technician  
Mosquito Control Worker  
Natural Resources Service Worker I  
Natural Resources Service Worker II  
Natural Resources Service Worker III  
Painter  
Parks Caretaker I  
Parks Caretaker II  
Parks Carpenter  
Parks Chief Operator  
Plumber  
Road Construction Worker  
Roadway Masonry Worker  
Senior Parks Caretaker  
Service Worker  
Service Worker/Equipment Operator I  
Service Worker/Equipment Operator II  
Service Worker/Equipment Operator III  
Stock/Supply Storekeeper  
Survey Technician I  
Survey Technician II

Survey Technician III  
Trades Helper  
Traffic Data Technician  
Traffic Control Technician I  
Traffic Control Technician II  
Traffic Signal Technician I  
Traffic Signal Technician II  
Utility Instrument Technician  
Utilities Mechanic  
Utilities Service Technician II  
Utility Service Worker I  
Utility Service Worker II  
Utility Service Worker III  
Utilities Storekeeper  
Meter Maintenance & CCC Technician I  
Meter Maintenance & CCC Technician II  
Meter Maintenance & CCC Technician III  
Water Plant Operator Level I  
Water Plant Operator Level II  
Water Plant Operator Level III  
Welder  
WPC Operator Level I  
WPC Operator Level II  
WPC Operator Level III

EXCLUDED: All other employees of the Polk County Board of County Commissioners, including office clerical employees, managerial employees, confidential employees, and casual and temporary employees.

Section 2. Whenever the County seeks to establish a new job classification or modify an existing job classification and/or pay range for positions which are included, or believed by the County to be included, in the bargaining unit, the County shall:

1. Notify the Federation prior to implementation.
2. Meet and discuss with the Federation the pay range of the new or modified job classification upon request to do so by the Federation. If the Federation does not respond in writing within 15 days from receipt of the County's notification, the County is free to implement the new or modified pay range.
3. If the Federation disagrees with the inclusion of the classification within the bargaining unit, the classification shall not be included in the unit and the parties may refer the issue to PERC.

Section 3. Whenever the County decides to eliminate a job classification

which is included within the bargaining unit, the County shall:

1. Notify the employees within the job classification and the Federation 15 days prior to such elimination; and
2. Meet and discuss with the Federation, upon request, the impact of the decision to eliminate the job classification.

Section 4. From time to time, employees may be hired in the above-listed positions as Trainees because fully-qualified applicants are not available or because a trainee more closely meets the needs of the County. Therefore, it is also understood that employees hired or transferred into the above-listed positions as regular full-time or regular part-time "Trainee" employees will be included under this article. The special conditions and requirements of "Trainee" status are governed by the Employee Handbook, Section 3.01.

Section 5. Terms in this Contract shall be defined as follows:

- A. The Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), which has been granted the right to represent exclusively the members of the bargaining unit, is synonymous with "the Federation", when referred to herein.
- B. "Agreement" - That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.
- C. "The Parties" - Polk County Board of County Commissioners, Florida and the Federation.
- D. "PERC" - The Public Employees Relations Commission, a state regulatory agency created under Ch. 447 of the Florida Statutes (F.S.).
- E. "PERA" - The Public Employees Relations Act, Ch. 447 (F.S.), governing collective bargaining and the rights of public employees.
- F. "Bargaining Unit" - That group of employees determined and approved by PERC to be appropriate for the purpose of collective bargaining between the parties.
- G. "Collective Bargaining" - The performance of mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith and to execute a written contract with respect to agreements reached concerning wages, hours, terms, and conditions of employment, except that neither side shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided for in PERA.

- H. "Probationary Employee" - A newly-hired employee, whether full-time or part-time, who has completed less than 180 calendar days of County employment. The probationary period may be extended for up to an additional 180 calendar days upon the written request of the Department Director and the approval of the Personnel Director. Probationary employees shall be covered by the provisions of this Agreement except that no grievance may be filed on their behalf relating to discipline or discharge from employment.
- I. "Regular Employee" - An employee who has satisfactorily completed no less than 180 calendar days of employment and has successfully completed the probationary period, in a position which has no predetermined termination date and calls for the employee to work the basic work period or the normal work week as defined in Article XVII of this Agreement.
- J. "Non-Eligible Part-Time Employee" - An employee who has satisfactorily completed no less than 180 calendar days of employment in a position which calls for the employee to work less than the normal work week up to, but not more than 19 hours per week, as well as those employees the County hires on an occasional basis and deems "seasonal." These employees are not covered under this Agreement.
- K. "Eligible Part-Time Employee" - An employee who has satisfactorily completed no less than one hundred eighty (180) calendar days of employment in a position which calls for the employee to work less than forty (40) hours per week. These employees are covered under this Agreement.
- L. "Temporary or Temporary Part-Time Employee" - Employees who have a predetermined termination date of six months or less, or who perform work on a call-out or per diem basis for an unlimited period of time. These employees are not covered under this Agreement.

## **ARTICLE II REPRESENTATIVES OF PARTIES**

Section 1. The County agrees that during the term of this Agreement, it will deal only with the authorized representatives of the Federation in matters requiring mutual consent or other official action called for by this Agreement. The Federation agrees to notify the County of the name of such authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

Section 2. The Federation likewise agrees that during the term of this Agreement, the Federation and the employees covered hereunder shall deal only with the County Manager or a designated representative(s) in matters requiring mutual consent.

### **ARTICLE III FEDERATION STEWARDS**

Federation Stewards shall not investigate or otherwise handle grievances or conduct other Union business during working hours without the consent and express knowledge of their immediate supervisor, but such consent shall not be unreasonably withheld. A written list of Federation Stewards, their alternate stewards, and areas of responsibility (23 Stewards) shall be furnished to the County within 30 days of the execution of this agreement. The Federation shall notify the County Equity & Human Resources Division within 14 days of any changes to the list.

Working Time – Times when the employee is supposed to be working. Working time includes the working time of the Federation Steward and any employee with whom the Federation Steward may be communicating. Working time does not include meal breaks, coffee breaks or other break periods subject to having to respond to an emergency at any time.

When a Union Steward is offered and accepts an interim supervisory position they will abstain from all Steward Duties while serving in a supervisory capacity.

### **ARTICLE IV NON-DISCRIMINATION**

Section 1. The County and the Federation agree not to discriminate against any employee for their legal activity on behalf of the County or the Federation; for their membership or non-membership in any union; or because of age, race, color, national origin, religion, sex, disability, marital status, or Veteran status.

Furthermore, in matters of employee disability, the parties acknowledge that the County may make reasonable accommodations to comply with the requirements of the Americans With Disabilities Act, and such accommodations shall not be considered a violation of this Agreement, provided the County agrees, upon request by the Federation, to discuss the effects of such accommodations on any other bargaining unit employees.

Section 2. The parties agree that the County Equal Opportunity Administrator shall be available to unit employees who allege that they have been discriminated against by reason of race, creed, color, national origin, sex, marital status, age or disability. The Equal Opportunity Administrator shall, pursuant to the County's policies, investigate such allegations and take whatever action is necessary.

**ARTICLE V  
COUNTY'S MANAGEMENT RIGHTS**

Section 1. Except as expressly limited by any provision of this Agreement, the County reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the County; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, demote, discharge or otherwise discipline employees for just cause; to subcontract; and otherwise to take such measures as the County may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2. If, in the sole discretion of the County Commission, it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, public employee strikes or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended.

**ARTICLE VI  
PROHIBITION OF STRIKES AND LOCKOUTS**

Section 1. "Strike" means the concerted failure of employees to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work by employees, the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

Section 2. The Federation agrees that, during the term of this Agreement, it shall not participate in, authorize, condone, excuse, ratify, instigate or support in any manner any strike, as defined in this Article.

Should the Federation or employees covered hereunder breach this Article, the Federation agrees that the County shall have unrestricted recourse to all rights provided by Chapter 447, Florida Statutes, including the right to proceed to the appropriate court and obtain an injunction against such breach; that the County may recover from the Federation, or its successor in interest, such damages as may be incurred, and that the County may take any other action or recourse authorized or available under the law.

Any employee covered by this Agreement who violates any of the provisions of this Article shall be subject to disciplinary action up to and including discharge. The Federation may grieve disciplinary actions taken against any employee only with regard to a question of an employee's participation in any of the above described activities. However, once participation has been established, the County's actions are no longer subject to the grievance and arbitration procedure.

Section 3. The County agrees not to lockout employees, in violation of Florida Statutes § 447, Part II.

## **ARTICLE VII PRE-EMPLOYMENT PHYSICAL EXAMINATION**

All applicants selected for employment, including those who leave county employment and return, must satisfactorily complete a pre-employment medical screening which is appropriate for the type of work expected to be performed. More information regarding the medical screening, which includes a drug test, is set forth in the Polk County Employee Handbook.

If the test is positive, the applicant may request to have a retest of the original or split sample, for which the applicant will pay 100%. However, if the second or split test results are negative, the County will reimburse the complete cost to the applicant.

## **ARTICLE VIII LABOR MANAGEMENT COMMITTEE**

All too often, after a contract has been agreed to by both parties, the only formal means of communication between labor and management is the contractual grievance procedure. That line of communications is typically one of adversaries; such a "win-lose" environment is clearly not conducive to solving matters of mutual concern. Because an alternate communications channel does not exist, management, in some cases, is often unaware of the operational problems which could potentially develop into labor relations disputes. The purpose of this committee is to provide a forum in which to deal with such day-to-day problems, in a systematic, constructive fashion, and hopefully resolve these matters that would ultimately land on the bargaining table at contract time.

Meetings shall be held on a quarterly basis, during regular business hours, with the date, time and place mutually agreed to by both parties. Each party shall exchange an agenda one (1) week prior to the meeting. Topics not on the agenda shall not be discussed, without mutual consent of both parties.

Each party shall be limited to four individuals unless otherwise agreed.

## **ARTICLE IX SAFETY AND HEALTH**

The County and the Federation agree to cooperate to the fullest extent concerning the health and safety of employees and the services provided to the public.

The County shall make reasonable provisions to insure the safety and health of each employee during the hours of their employment. Employees will be required to use all safety clothing and protective devices made available by the County and shall also be required to observe safety rules promulgated for their protection. Each employee shall report any unsafe practice or condition of which they are aware to their supervisor or manager in charge immediately.

An employee may be subject to disciplinary measures for failure to observe safety rules or for failure to utilize provided safety equipment.

There shall be established a joint Labor-Management Safety and Health Committee composed of three representatives of the Federation and three representatives of the County. The Committee shall meet from time to time but no less than quarterly. The function of the Committee is to advise the Risk Management Director concerning safety and health matters and to make recommendations to the Risk Management Director that will improve safety and health conditions affecting employees.

The Federation shall also be allowed one (1) representative on the County Safety Committee.

## **ARTICLE X PERSONNEL ASSIGNMENTS**

Personnel assignments are an operational decision. The Division Director or a specified representative may reassign personnel at any time; provided, however such reassignment is for a legitimate business reason and not arbitrary and capricious, nor is it used as a form of harassment of the affected employee(s). When such reassignment is permanent, (non-temporary), the County will give the affected employee 15 calendar days written notice of such change, except in emergencies. Management reserves the right to determine personnel requirements and levels at any given time; to determine which positions will be made available for promotion, voluntary demotion, lateral transfer or work location assignment; and when such positions will be filled as long as such determinations do not violate the specific terms of this Agreement.

## **ARTICLE XI PROBATIONARY PERIODS**

Section 1. The probationary period for persons employed under this Agreement shall be six months from the date of hire; provided, however, the initial probationary period may be extended an additional six months at the discretion of the Department Manager. Such extension shall be in writing to the employee. During such probationary period, the employee may be discharged without recourse to the grievance and arbitration procedure set forth in Articles XX and XXI.

Section 2. Employees requesting and/or being selected for promotion, lateral transfer, or voluntary demotion may be required to serve a "trial period". The "trial period" is a time of evaluation in which the hiring supervisor reviews the work performance of the individual; provided, however, an employee who requests a voluntary demotion to a position which the employee previously occupied as a non-probationary employee within the County shall not be required to serve a trial period. A person shall serve a "trial period" of six months from the effective date of the action, which may be extended by the County for an additional six months. Such extension shall be in writing to the employee. Upon satisfactory completion of a promotional "trial period," the hiring supervisor shall submit both the "Completion of Trial Period Evaluation" form and a Payroll Action Form (PAF). Should the employee fail to successfully complete a trial period in a promotional or lateral transfer situation, the department director will use his or her best efforts to place the employee back in a job classification from which the employee came, assuming there is a position available. If a position is no longer available, the County will make a good faith effort to find the employee another position for which the employee is qualified. If the County is not successful in placing the employee, the employee shall be subject to demotion or termination.

An employee who is promoted or laterally transferred out of the bargaining unit shall retain the employee's seniority as of the date of the promotion or transfer should the employee be returned to the same job classification within six months from the date of the promotion or transfer.

## **ARTICLE XII SUBSTANCE ABUSE POLICY**

The parties agree that the County's Drug Free Workplace Program Policy Statement, is applicable to employees in the bargaining unit. Should there be any change in the policy; the County agrees to notify the Federation in writing and to give it an opportunity to bargain about the changes. If the Federation does not request to bargain about the changes within 14-days after being notified, the change will become effective on the 15<sup>th</sup> day. Changes mandated by the U.S. Department of Transportation are not subject to negotiations.

**ARTICLE XIII**  
**HOURS OF WORK AND OVERTIME**

Section 1. The normal work week shall begin each Monday at 12:01 A.M. and end the following Sunday at 12:00 midnight.

Section 2. Employees on a five-day-per-week work schedule shall normally work 8 hours per day, excluding the meal period.

Section 3. Employees on a four-day-per-week work schedule shall normally work 10 hours per day, excluding the meal period.

Section 4. This Article shall be construed as read and is not a guarantee of any number of hours per day or per week.

Section 5. Overtime shall be paid for all hours worked over 40 in the work week. The rate for overtime shall be 1 ½ times the employee's regular hourly rate pursuant to the FLSA.

Section 6. Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 7. Because of the nature of the services provided to the public, it is recognized and understood that deviation from employees' normal schedules of work may be necessary and will unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacations, leaves of absence, weekend and holiday work, absenteeism, employee requests, temporary shortness of personnel, and emergencies. No such deviation shall be considered a violation of this Agreement; provided, however, that the County agrees to notify the Federation, in writing, of proposed permanent (non-temporary) changes in regular full-time employee's normal schedule 14 days prior to the proposed change. The Federation may request, within 7 days after notice of such change, to meet and discuss with the County the proposed changes prior to the implementation by the County of the change(s).

Where operationally feasible, the County shall make every effort to schedule consecutive days off.

Section 8. If an employee is scheduled to work overtime, the employee is expected to do so and refusal to do so may result in discipline up to and including termination. Reasonable notice shall be given to any employee who is expected to work unscheduled overtime. The County will attempt to make this notice three hours whenever practical.

Section 9. Both the County and the Federation agree to the goal of equalization of overtime. Therefore, it is the intent of the County to distribute overtime

as equally as practical between qualified employees in the same or similar work unit in a given job classification consistent with operational needs. To accomplish this objective, supervisors shall strive to equalize overtime on a continuing basis within a reasonable time, but must have sufficient flexibility to accomplish the work to be performed. Overtime records will be maintained in each work unit of the County and will be made available to any affected employee upon request. Each supervisor shall post overtime records quarterly in the supervisor's work unit by job classification and seniority. The County will use its best efforts to provide adequate training to facilitate overtime equalization. For the purpose of equalization of overtime, any employee who declines to work overtime when the employee is offered shall be considered to have worked the overtime offered on the overtime equalization records only.

Section 10. Both the County and the Federation also agree to the goal of equalization of stand-by duty. Therefore, it is the intent of the County to distribute stand-by as equally as practical between qualified employees in the same or similar work unit in a given job classification consistent with operational needs. To accomplish this objective, supervisors shall strive to equalize stand-by on a continuing basis within a reasonable time, but must have sufficient flexibility to accomplish the work to be performed. Stand-by records will be maintained in each work unit of the County and will be made available to any affected employee upon request. Each supervisor shall post stand-by records quarterly in the supervisor's work unit by job classification and seniority. The County will use its best efforts to provide adequate training to facilitate stand-by equalization. For the purpose of equalization of stand-by, any employee who declines to take stand-by duty when the employee is offered shall be considered to have been on stand-by for the number of shifts offered on the stand-by equalization records only.

Section 11. Emergency overtime shall be defined as work time that cannot be scheduled with "prior day" advance notice and requires the employee to remain on the job beyond their normal work schedule. An employee is paid at the overtime rate for emergency overtime work.

Section 12. Emergency call back is defined as time required of an employee to return to the job after having left the job site upon completing their normally scheduled work day. The first time an employee is called back to work during a stand-by shift because of an emergency, the employee shall be paid a guarantee of a minimum of three hours at the overtime rate even if they do not actually work an entire three hours during their first call out. However, if the employee actually works more than three hours during their first call back in a shift, then they will only be paid at the rate of time and one-half for hours actually worked instead of the minimum guarantee. An employee is only permitted one three hour guarantee per shift. After the initial call-back per shift, any additional times an employee is called back in the same shift, they will only be paid at the rate of time and one-half for hours actually worked; provided that the employee has not already been paid for the initial call back. For example: an employee's shift ends at 5:00 p.m. and the employee leaves work and at 6:00 p.m. the employee is called in to work and works for one half hour until 6:30 p.m. The employee receives three hours

guaranteed pay. However if the employee is called back out to work at 7:00 p.m. and works until 7:30 p.m., the employee does not receive any extra pay since the first three hour guarantee covered all hours between 6:00 p.m. and 9:00 p.m. If however, the employee is called out again at 9:30 p.m. and work until 10:30 p.m., the employee would receive an additional one hour at time and one half. This provision will not affect standby pay under Section 14 of this Article, i.e. the \$10.00 per shift or portion thereof.

The call back overtime policy is repeated for each shift the employee is called back to work. If, however, the employee is called back to work and the time extends into the next shift, the employee's time is continued on the same basis as the employee began the most recent call back. The call back overtime policy will then go into effect the next time the employee is called back to work as long as the time called back is within another shift. Employees who are called out and work an excessive number of additional hours and want some recuperative time may be allowed to "flex" their time for the next work schedule. If the employee wants to use vacation or PTO time for those hours they must request to do so, and if they have the time, the supervisor should approve that request. However, the use of vacation or PTO hours should be totally voluntary and at the option of the employee. If the employee wants to use the recuperative hours and does not want to flex the employee's time, nor do they want to use vacation or PTO leave, their time may be shown as APPROVED LOST TIME. This approval means that they are authorized to be away from the job and will not be paid for those hours, nor will those hours be held against them when completing annual evaluations.

Section 13. Regardless of whether or not they are officially on standby duty, occasionally employees may be called at home after their normal work shift to answer questions that do not require the employee to physically leave home and go to a job site. Under these circumstances the employee being called will be paid a minimum guarantee of 15 minutes or time actually spent on the phone if the call lasts longer than 15 minutes. They will not be paid per the call-back policy under these circumstances.

Section 14. Employees who are required to be on standby call shall receive \$10.00 per eight hour shift for being available for call. If an employee is "scheduled" to work less than three hours and is on standby for the remaining five hours of that shift, the employee will be eligible for the full \$10.00. If an employee is scheduled to work between three and five hours and is on standby for the remainder of the shift, then the employee is only eligible for 1/2 of the standby rate \$5. If an employee is scheduled to work more than five hours, then they will not be entitled to any standby pay for being on standby for the remainder of that particular shift. Employees called back to work while on a standby shift will be paid in accordance with the emergency call back policy as outlined in the Call Back Overtime Section of this Article.

Employees being paid the standby rate shall be required to respond to any and all official calls. Any employee who fails to respond to an official call shall forfeit the standby pay and shall be subject to disciplinary action. Although the County discourages assignment of employees to standby duty for other shifts during the same 24 hour period in which personal sick leave is taken, such assignment is left to management discretion.

Compensable time for computing call back overtime shall begin when the employee reports to the work site and ends upon their leaving the work site. The work site shall be defined as the actual place the work is to be performed; or in the case where an individual is assigned a County vehicle, the approved designated vehicle parking site. If an employee is on standby and is called to respond to a call-back while en-route home immediately after completing a regular shift, then compensable time for computing call back overtime shall begin when the employee is contacted to respond.

Section 15. Employees working a full shift, with 80% of the hours worked between the hours of 3:00 p.m. and 7:00 a.m., will be paid a six percent shift differential for the full shift. In the event of leave time used within the shift qualifying for shift differential, only the actual hours “worked” will include the shift differential. Should an employee be required to work past their normal shift and that time can be defined as emergency overtime, the employee will be paid at 1-1/2 their normal rate of pay for hours worked in excess of their normal shift. Shift differential will not apply to those hours.

Section 16. An employee who reports for work at the beginning of their scheduled shift and who has not been notified not to so report prior to their scheduled starting time shall be guaranteed a minimum of three hours of straight time pay at their regular hourly rate. The provisions of this section shall not apply, however, when the employee cannot be reached by telephone or when the failure of the County to provide work is caused by labor dispute, storm, flood, hurricane, natural disaster, unavailability of power or utilities, fire, or any other conditions beyond the control of the County. To qualify for the reporting pay, an employee must accept any such work assignment as been made by the County.

Section 17. For purposes of calculating overtime for the week, holidays will be counted as time worked.

#### **ARTICLE XIV USE OF AND PROCEDURES FOR REQUESTING ANNUAL LEAVE**

Annual leave may be used for the following purposes:

1. Vacation leave;
2. Absence to transact personal business which cannot be conducted during other off-duty hours;
3. Illness, when sick leave has been exhausted.

During the last 14 days of each payroll year, the County will accept requests for leave forms and will schedule vacations during the coming year based on these requests, by seniority (on a rotating basis) within the work group.

Thereafter, requests for leave forms must be submitted to and approved by the

scheduling supervisor at least two weeks in advance, prior to the actual taking of normal annual leave. The supervisor must respond to the employee's request, in writing, within 7 days thereafter. These requests will be considered on a first come, first served basis and at the discretion of the supervisor. For emergency leave, prior approval by the scheduling supervisor is required, and such request for emergency annual leave forms must be submitted immediately upon return from such leave.

All annual leave is granted at the discretion of the scheduling supervisor. While a supervisor will attempt to schedule vacations at the time most desired by the employee, the right to allow or change a vacation period is reserved to the scheduling supervisor. The County will not, except in emergencies, recall an employee while the employee is on annual leave; provided, however, in the event of a disaster, it is understood and agreed that all annual leave approvals may be immediately canceled. In the event that the County must cancel a vacation leave which has been requested and approved (prior to December 1) but scheduled to be taken during the month of December, the employee will not forfeit the employee's rights under Section 8.05 of the Employee Handbook, Cash Compensation for Annual Leave, provided that the employee meets all other requirements of Section 8.05, except for having used the required amount of vacation leave (which was scheduled and canceled by the County). Further, the employee will be required to actually take the amount or originally scheduled leave needed to meet the requirements of Section 8.05 by January 31 immediately following the December in which such leave was canceled by the County, and this make up leave will not count towards leave required to be taken to meet the requirements for cash compensation for the new year.

Violations of this policy could result in unauthorized absence and subsequent loss of pay, and/or disciplinary action up to and including termination.

## **ARTICLE XV LAYOFF AND RECALL**

Section 1. An employee may be laid off when it becomes necessary by reason of, but not limited to: Shortage of funds, lack of work, the abolition of job positions or material changes in job duties or organization structure, or for other reasons which are beyond the employer's control. As a guideline, every effort will be made to provide employees with a minimum of 30 working days notification prior to lay off. No benefits shall be accrued during the period of lay off.

Section 2. Employees shall be laid off in the following order relative to affected job position classifications:

1. Temporary employees
2. Probationary employees
3. Regular employees

Section 3. In recognition of the responsibility of the County to provide

essential, efficient, and safe services to the public, it is understood and agreed that, in all cases of layoff or recall after layoff, layoff in each affected job position classification shall be made in inverse order, giving primary consideration to an employee's ability to do the available work and seniority of such employee. In cases where, in the opinion of the County, the ability of the employees within the job posting classification is relatively equal, seniority shall govern. Layoff shall be in accordance with the provisions of the Employee Handbook if the Handbook is more specific than this agreement.

Section 4. "Seniority," for the purposes of layoff and recall, is hereby defined as continuous length of service within the affected job position classification. "Continuous service" is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. When individuals have the same seniority date, birth date shall determine who is the most senior.

Section 5. Any employee who is laid off and is re-employed in a regular classified position within one year of the effective date of lay off shall be reinstated:

1. With no loss of seniority for accrual of sick or annual leave;
2. At a rate of pay comparable to others in the same job classification with a comparable length of service;
3. With a reinstatement of sick leave hours not paid at the time of termination; and
4. With immediate life and health insurance coverage.

Section 6. Employees re-employed in a regular classified position within one year of the effective date of lay-off will receive a new hiring date, even though their "accrual" date (adjusted to deduct time not worked during actual layoff period) will remain as it was prior to lay-off. Such employees will also be subject to serving a trial period if they have not already successfully completed a trial period or initial probationary period in the position in which they become re-employed with the County. Further, such employees will be eligible to use any reinstated sick leave, newly-accrued vacation leave, or PTO which has not been used during the current calendar year immediately upon returning to County employment.

## **ARTICLE XVI JURY DUTY AND WITNESS FEES**

An employee who is called for jury duty, or is summoned to appear as a witness on behalf of any Town, City, County, State or the Federal Government, shall be granted leave with pay upon presentation of the summons. When an employee has been granted leave for court attendance and is excused by proper court authority, they shall report back to their official place of duty whenever there is an interruption in jury or witness duty.

Failure to do so may cause loss of benefits and/or disciplinary action. Jury fees, witness fees, and mileage will be retained by the employee.

An employee involved in personal litigation will be required to use annual leave. Leave with pay for court attendance shall not be granted when the employee is the defendant or is engaged in personal litigation.

## **ARTICLE XVII TUITION REIMBURSEMENT PROGRAM**

The Tuition Reimbursement Program exists to provide financial assistance to regular full-time County employees for courses which are taken at accredited schools and which are applicable to the employees' current duties. Course work must serve to enhance the knowledge, skills or abilities relating to official duties which the employee currently performs. Costs for general education courses which are part of a degree- or certificate-producing program but not directly related to the official duties are not eligible. Details regarding the plan, such as eligibility, reimbursement, and conditional reimbursement are found in the Employee Handbook.

## **ARTICLE XVIII JOB VACANCIES AND POSTING**

If a new job or permanent vacancy occurs in a classification covered by this Agreement and the County determines to fill such opening, the County will recruit for qualified candidates in its approved manner. All job vacancies will be posted on the County's public website, [www.polk-county.net](http://www.polk-county.net). All applications and resumes must be submitted electronically by means of the website access.

The County reserves the right to bypass the posting system and place employees in vacant positions for exceptional circumstances, such as, but not limited to, making reasonable accommodations under the Americans With Disabilities Act, reassignment of qualified employees who are scheduled for layoff, and BOCC approved reorganizations and reclassifications.

## **ARTICLE XIX DISCIPLINE AND DISCHARGE**

Section 1. The Federation recognizes and acknowledges that the County has the duty of maintaining good discipline among its employees because the County is responsible for the efficient operation and delivery of safe services to the public.

The County shall have the right to discipline employees for just cause.

Disciplinary actions which may be taken include verbal counseling, written counseling, written reprimand, performance improvement probation, involuntary demotion, involuntary transfer, suspension with or without pay, and termination.

Section 2. Counseling sessions related to potential disciplinary action, oral or written disciplinary action, shall, to the extent practicable, be prescribed to employees in a private manner so as to avoid embarrassment before members of the public.

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the interview, if the employee requests one, and if the Employee has reasonable ground to believe the meeting may result in disciplinary action against the employee. In the event no such representative is immediately available, the County agrees that the meeting shall be postponed for a reasonable time in order for the representative to be present at such meeting.

## **ARTICLE XX GRIEVANCE PROCEDURE**

Section 1. A grievance is any dispute which may arise concerning the interpretation or application of this Agreement, which shall be settled in the following manner.

Section 2. Every effort will be made by the employees, the Federation, and the County to address grievances informally and promptly at the first step with the employee's immediate supervisor. An employee shall be accompanied by a Federation representative at each step of the grievance procedure. However, nothing in the Article shall require the Federation to process grievances from employees who are not dues-paying members of the Federation.

Section 3. Grievances shall be presented as set forth below:

Except for grievances arising from termination of employment and except for grievances related to internal promotions, the grievant shall first:

Step 1: Informally discuss the grievance with the employee's immediate supervisor within 10 calendar days from the time the employee or the Federation knew, or by reasonable diligence should have known, of the event in question. The Supervisor shall reach a decision and communicate it within 10 calendar days to the employee and the Federation. Any grievance not raised by the employee within 10 calendar days shall be deemed waived, settled and not subject to arbitration.

Step 2: If the employee is not satisfied with the supervisor's reply in Step 1, within 10 calendar days thereafter, the grievance shall be presented, in writing, to the Division Director. The Division Director shall meet with the employee and reply with the decision in writing, within 10 calendar days after receipt of the written grievance.

Step 3: If the employee is not satisfied with the reply in Step 2, within 10 calendar days thereafter, the written grievance shall be presented to the County Manager or designee.

For grievances arising from **termination of employment**, the **grievance shall be initiated at Step 3 County Manager or designee in writing, within seven calendar days** of the date that the employee received written notification of a recommendation for termination. When an employee is recommended for termination, the employee will be suspended with pay until Step 2 is completed. However, if the employee does not file a timely grievance, or if they fail to appear for the scheduled grievance meeting, then the date of the termination will be the date that the employee was originally presented with the recommendation for termination and they will not be considered to have been on suspension with pay. Also, the employee will not continue to be compensated after 7 calendar days if he/she requests and is granted an extension of time to meet with the County Manager or designee at Step 3. In the event that the employee works in a Division that does not have an official Division Director, the grievance should be directed to the Deputy County Manager in the employee's direct chain of command. The County Manager or designee shall meet with the employee and provide the decision, in writing, within 10 calendar days after receipt of the written grievance.

Step 3: Grievances relating to internal promotions will be initiated at Step 3 (Deputy County Manager) within 10 calendar days from when the employee knew or by due diligence should have known of the event that caused the grievance. The Deputy County Manager, or designee, shall meet with the employee—within 10 calendar days after receipt of the written grievance. A, and provide a written answer to the grievance within 14calendar days of this meeting.

Section 4. If the Grievant is not satisfied with Step 3 of the grievance procedure, the Grievant may proceed to Article XXI, Arbitration. If, at any time in the above-described procedure, the County does not respond within the prescribed time limits, the grievance shall automatically proceed to the next step in the grievance procedure.

Section 5. Time limits may be extended upon mutual consent of the parties, in writing.

Section 6. Instead of the Grievance Procedure outlined above, an employee may elect to utilize the Grievance Procedure Pre-Disciplinary and/Appeal Procedure set forth in the County's Employee Handbook with or without Federation representation. However, such election must be made at the onset of any grievance.

Section 7. Any employee who believes they have been discriminated against based on race, color, national origin, sex, age, disability, religion or marital status, or any employee who believes they have been sexually harassed is expected to report such allegations and seek internal administrative redress through the County's policies and

procedures relative to these issues.

**Section 8. (OTHER PROCEDURES FOR PROCESSING OF GRIEVANCES)**

- A. All written grievances will be presented using the “Official Grievance Form” marked as Addendum C of this contract, and a copy of **THE** original grievance will be provided to the County official hearing the grievance at each step in the grievance procedure.
- B. All grievances will be legible and contain enough pertinent information as to clearly define the issues and circumstances surrounding the grievance, as well as providing the names of initial witnesses. Additional pages may be attached to the grievance form if necessary in order to fully describe the issues and circumstances.
- C. The steward and/or the Federation business representative representing the grievant will be responsible for coordinating meeting times and places, as well as notifying the grievant, the grievant’s supervisor and union witnesses (and their supervisors) of any such meeting no less than 24 hours from the scheduled meeting. However, the number and names of any witnesses to attend any particular grievance meeting must be agreed to in writing in sufficient time prior to such meeting.
- D. Except when a steward is the grievant and the chief steward and/or Federation business representative represents him/her, only one steward will attend any given grievance meeting through and including step 2 in the grievance procedure.
- E. For purposes of this article, if the last day for either party to respond to the other or perform an act falls on a Saturday, Sunday or a holiday recognized under this Agreement, the time will be extended to the next business day.

**ARTICLE XXI  
ARBITRATION**

**Section 1.** Only grievances which satisfy each of the following conditions are subject to arbitration hereunder.

- (a) The written grievance and written demand for arbitration clearly identifies the section of provisions allegedly violated and the remedy or correction requested.

- (b) A demand for arbitration has been made in writing within 30 calendar days from and after receiving the Deputy County Manager's answer.
- (c) The grievance was processed within the time limits set forth in Article XX. Time limits are jurisdictional questions to be determined by the Arbitrator in the same proceeding in which the merits are presented. The Arbitrator shall first hear the parties on the time limits issue and either makes a ruling after the parties' presentation, OR the Arbitrator may withhold a ruling and proceed with the merits of the case and rule on the issue of time limits after the merits of the matter have been presented. The Arbitrator's decision shall be rendered, in writing; either 30 days after the proceeding, if the parties presented an oral summation, or 30 days after the parties have submitted their written briefs.

Section 2. Where mutually agreed, grievances appealed to arbitration may be mediated.

Within 15 calendar days of either party requesting arbitration, and upon mutual agreement, the parties will schedule a mediation conference to be held at the earliest available date. The parties shall mutually agree on the selection of a mediator. The mediation conference will normally be held in either the County or Federation facility. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.

All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings; however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. No record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

The County and Federation spokesperson at the mediation conference may accept the resolution proposed by the mediator, and such settlement, or any other settlement resulting from the conference, shall not be precedent-setting, unless both parties agree.

If no settlement is reached during the mediation conference, the grievance is subject to being scheduled for arbitration in accordance with this Article.

In the event that a grievance which has been mediated subsequently is arbitrated,

no person serving as a mediator between these parties may serve as Arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.

The parties will share equally the costs associated with mediation.

Section 3. In the event that the parties cannot mutually agree on the selection of an Arbitrator within 10 working days, the party seeking arbitration may request a list of seven Arbitrators from the Federal Mediation and Conciliation Service. Before requesting a list from FMCS, the parties will make every effort to select an Arbitrator themselves. The parties shall alternatively strike the names from the list with the party initiating the grievance striking first, and the remaining name shall be the Arbitrator. In any event, the Party seeking arbitration must, if an arbitrator is not mutually selected, request from FMCS a list of arbitrators within 60 days from their demand for arbitration as set forth in Section 1(b) of this Article. Failure to request a list within 60 days will automatically deem the grievance as being moot and the arbitration demand as untimely. The Arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to give evidence and argument. The decision of the Arbitrator shall be rendered in writing and shall be final and binding on all parties.

Section 4. The time limitations set forth in this Article are of the essence of this Agreement.

Section 5. Jurisdiction of the Arbitrator selected shall be limited to:

- (a) Interpretation or application of the specific terms of this Agreement, which are applicable to the particular issue presented to the Arbitrator; such jurisdiction shall not give the Arbitrator authority to supplement or modify this Agreement; and
- (b) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement or conflicts with the provisions of this Agreement; and
- (c) The rendition of a decision or award which is not retroactive to a date preceding the date of the occurrence of the event on which the grievance is based; and
- (d) In a discharge or disciplinary suspension, if the Arbitrator finds that the employee(s) was not discharged or disciplined for just cause, any award of back wages shall be limited to the amount of regular straight-time wages and overtime the employee would otherwise have earned from the employee's employment with the County during the period limited by subparagraph (c) above, less any unemployment compensation and compensation for personal services that the employee may have received

or be entitled to from any source during such period or any assistance from any state or federal government agency less any amounts of welfare or state disability the employee is required to refund to the government; and

- (e) The rendition of a decision or award in writing which shall include a statement of the reasons and grounds upon which such decision or award is based; and
- (f) The rendition of a decision or award based solely on the evidence and arguments presented to the Arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs of the parties.

No one Arbitrator shall have more than one ~~(1)~~ grievance submitted to that Arbitrator and under consideration by that Arbitrator at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an Arbitrator until the Arbitrator has rendered his decision and award in writing.

The decision of the Arbitrator within the limits herein described shall be final and binding upon the County, the Federation, and the employee(s) affected, subject to judicial review.

Section 6. All fees and expenses of the Arbitration shall be the responsibility of the losing party (including the cost of a court reporter and associated transcripts). Each party shall bear the cost of preparing and presenting its own case.

## **ARTICLE XXII BULLETIN BOARDS**

The Federation shall be permitted to post notices on one standard size bulletin board to be furnished by the County for the Federation's sole use at each work location at which there is a Union steward. A copy of all material to be posted shall be provided via FAX or e-mail to the County Equity & Human Resources Division simultaneously with the posting. These bulletin boards are to be used for neutral information conveyance purposes only, and the bulletin board notices shall be limited to:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Other notices concerning Union affairs which are only informational and neutral in nature.

The County may remove from the bulletin board any materials which in the County's judgment does not meet the above standards.

## ARTICLE XXIII RATES OF PAY

1 Following County approval, and effective the pay period beginning on October 3, 2022, eligible bargaining unit employees will receive a one-time base salary increase of 1.5 percent, except in those cases where:

- The employee has not been an employee of the BoCC for at least one year by October 3, 2022 (Board employees who reach their first full year of service after October 3, 2022, will be given a 1.50% increase on their anniversary date);
- The employee is on a Performance Improvement Probation;
- The employee is in a “non-paid” status due to receiving workers’ compensation;  
or
- The employee is on a “non-paid” leave of absence.

Notwithstanding any other provision of this Agreement, all current bargaining unit employees, regardless of their time with the County, will receive a onetime pay increase of 3.5 percent beginning on October 3, 2022, except in those cases where:

- The employee is on a Performance Improvement Probation;
- The employee is in a “non-paid” status due to receiving workers’ compensation;  
or
- The employee is on a “non-paid” leave of absence.

The 3.5 percent pay increase will be based upon each individual’s rate of pay as of September 30, 2022,

2. Employees on a disciplinary probation are not entitled to an increase while on probation, per the County Handbook.

### Section 1. PAY PLAN ADJUSTMENT

PAY PLAN ADJUSTMENTS: Pay plan adjustments (to the minimum and maximum of all pay ranges) for all employees effective the pay period beginning on October 3, 2022 and with the following provisions: (a) No adjustment shall increase the employee’s pay beyond the new maximum of the range; (b) If the employee is on disciplinary probation when raises are due, then he/she will not begin receiving the adjustment until the first full pay period following the date that they successfully complete such probation, and such increase will not be paid retro-active; (c) Employees who are on “non-pay” status because of workers’ compensation claim or leave of absence will receive no increase until actually returning to work. Upon return to regular employment status, the employee will receive the salary adjustment beginning the pay period they return to work and will not be paid retroactive to the effective date for other employees; (d) there will be no retroactive pay for any period between October 3, 2022, and the ratification

date.

Any increases due to pay plan adjustments, annual steps, promotions, pay for performance or any other such reason will be calculated upon and added to the employee's "base" rate WITHOUT incentives. Any incentives for which an employee qualifies will be added back into the employee's "current" rate after any adjustments to their "base" rate. Base rate of pay is what an employee earns hourly without any incentives or premium pay. Current rate of pay is what an employee earns after all incentives and/or premiums are added to their base rate of pay.

An employee who is selected for a promotion to a higher pay grade will have their current base rate increased to the minimum of the new pay grade or 5%, whichever is greater. If the 5% is greater (and not on an even step), then the employee will be placed into the step of the new pay grade which is the closest to, but higher than the 5%.

B. Lateral Transfers:

An employee who transfers from one job to another within the same pay grade shall maintain their current pay grade and step.

C. Voluntary Demotions:

An employee who accepts a job of a lesser pay grade shall be offered a salary commensurate with other employees of the same job classification and pay grade, considering time in grade.

Section 3. ANNUAL PAY PLAN ADJUSTMENTS

The parties agreed that the minimum and maximum salary for each pay grade will be increased by 3.50% beginning on October 3, 2022. This will be a one-time increase to the minimum and maximum salary for each pay grade.

Section 4. Plant Operators Incentive. The County agrees to continue to pay Water and WPC Plant Operators a pay differential in accordance with its present policy, for each certificate designated as "B" and /or "A." The employee will be paid commensurate with the highest certification (A or B) that the employee possesses.

Section 5. Fleet Technicians Incentive. The County will pay employees employed in the Fleet Department as Fleet Technicians (and Fire Equipment Mechanic(s) in Fire Services) an incentive for certification by the National Institute of Automotive Service Excellence ("NIASE" or "ASE" for short) in the following areas:

1. Engine performance

2. Heating and air conditioning
3. Electrical systems
4. Brakes
5. Suspensions and steering
6. Manual drive train and axle
7. Automatic transmissions/transaxle
8. Engine repair
9. Gas engines (heavy duty trucks)
10. Diesel engines (heavy duty trucks)
11. Drive trains (HDTs)
12. Brakes (HDTs)
13. Suspensions and steering (HDTs)
14. Electrical systems (HDTs)
15. Heating and A.C. (HDTs)
16. Preventive maintenance (HDTs)

and for certification as a Master Automotive and/or Master Medium/Heavy Truck Technician in accordance with the County's Fleet Technician Incentive Program, which is attached to the contract as Addendum B.

Section 6. Emergency Vehicle Technician (EVT) Certification Incentive. The County will pay employees employed in the Fleet Management Division an incentive for attaining the following levels of EVT certification for both Fire Apparatus and Ambulance. The certification is by the EVT Certification Commission in Dundee, Illinois in the following areas:

Fire Apparatus:

EVT Level I Reqs.	EVT Test	Description	Incentive Amount
ASE's T-4; T-5; T-8	F-2	App. Design & Perfor.	\$0.10/hour
EVT Level II Reqs.	EVT Test	Description	Incentive Amount
ASE's T-2; T-3; T-6	F-3	Pumps	\$0.10/hour
	F-4	Electrical	\$0.10/hour
EVT Level III Reqs.	EVT Test	Description	Incentive Amount
ASE's T-1; T-7	F-5	Aerials	\$0.10/hour
	F-6	Automatic Transmission	\$0.10/hour
Level III Incentive Bonus			\$0.25/hour

Ambulance:

EVT Level I Reqs.	EVT Test	Description	Incentive Amount
ASE's A-4; A-5; A-6; A-8	E-1	Design & Prev. Maint.	\$0.10/hour

EVT Level II Reqs.	EVT Test	Description	Incentive Amount
ASE's A-1; A-3: A-7: T-2	E-2	Ambulance Electrical	\$0.10/hour
	F-3	Heating & Air Cond.	\$0.10/hour

EVT Level III Reqs.	EVT Test	Description	Incentive Amount
A-2; T-4; T-5	E - 4	Body & Chassis	\$0.10/hour
Level III Incentive Bonus			\$0.25/hour

Section 7. Trade Incentives. The County agrees to pay employees who are employed in the following job classifications:

- |                                 |                           |
|---------------------------------|---------------------------|
| 1. Electrician                  | 5. Welder                 |
| 2. Plumber                      | 6. Electronics Technician |
| 3. A. C. refrigeration mechanic | 7. Painter                |
| 4. Carpenter                    |                           |

and who provide documentation of an advanced certification (Journeyman or Master) specific to the employee's job duties which is satisfactory to the County, an additional 5% above their regular rate. Any costs incurred in acquiring any such certification by an employee shall be paid by the employee, and not the County. The intent of this article is not to doubly compensate an employee who has more than one certificate.

Section 8. Performance increases, merit pay increases, wage adjustment and pay raise adjustments shall not continue after the expiration of this Agreement. However, all other provisions of this Agreement shall remain in full force and effect until a new agreement is approved by the parties.

Section 9. Working Out of Classification. Whenever any employee is assigned to work out of the employee's regular classification for 50 hours or more during two-consecutive pay periods 4 weeks, approval by the appropriate department director is required. The position being filled in this manner must be a budgeted, allocated position which is temporarily vacant due to a legitimate reason such as turnover or leave of absence.

An employee who is temporarily assigned to a position with a higher pay grade for at least 5 hours within two regular pay periods 4 weeks) for checks dated within each month will be paid a premium of 5% for all hours worked out of class for that period. The additional time to be paid for working out of class will be entered on the regular Time and Attendance system by the work units (Earning code #31). This time is to be added to week 1 of the first check received for the month following the time period

worked. When there are three pay periods in a month, the total hours worked must be 75 hours minimum rather than the usual 50 hours minimum. (Three pay periods occur twice a year.)

An employee who is assigned to a lateral or lower class in order to meet the County's temporary needs shall retain the employee's regular rate of pay.

**TRAINING EXEMPTION:** In order to gain experience for advancement potential, employees may work out of class without additional compensation when participating in a documented training program. Participation must be voluntary and approved by the appropriate department director, and must be signed by the employee.

## **ARTICLE XXIV DUES CHECK-OFF**

Section 1. The County shall deduct dues and uniform assessments owed by the employee to the Federation on a bi-monthly basis; provided that prior to such deduction, the Federation has provided the County with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized, a copy of which is attached hereto and designated Exhibit "A". Deductions shall be made bi-monthly and forwarded to the Federation within 10 days of said deduction.

Section 2. Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon 30 days written notice to the Federation. The Federation will in turn then notify the County within 15 days thereafter so that deductions may be stopped in a timely manner. Such notification from the Federation to the County shall be via FAX to the attention of the Clerk of the Circuit Court's payroll section. The form labeled "Cancellation of Dues Deductions" (Exhibit D, located at the back of this agreement) shall be used to facilitate such requests by employees. However, dues deductions will be cancelled immediately and automatically without 30 days written notice upon the effective date of termination of employment or when, due to transfer, promotion, or voluntary demotion, a bargaining unit employee begins working in a position which is not part of the bargaining unit. The affected employee is responsible for directly notifying Payroll when accepting a new position outside of the bargaining unit.

Section 3. Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon 30 days written notice to the Federation. The Federation will in turn then notify the County within 15 days thereafter so that deductions may be stopped in a timely manner. Such notification from the Federation to the County shall be via FAX or E-mail to the attention of the Personnel Division Clerk of the Circuit Court's Payroll Section. The form labeled "Cancellation of

Dues Deductions” (Exhibit D, located at the back of this agreement) shall be used to facilitate such requests by employees. However, dues deductions will be cancelled immediately and automatically without 30 days written notice upon the effective date of termination of employment, or when, due to transfer, promotion or voluntary demotion, a bargaining unit employee begins working in a position with is not part of the bargaining union. The affected employee is responsible for directly notifying Payroll when accepting a new position outside of the bargaining unit.

Section 4. Nothing contained herein shall require the County to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

## **ARTICLE XXV EXISTING RULES AND PRACTICES**

Section 1. The County policies, procedures, and County Employee Handbook, are hereby incorporated by reference into this Agreement. Where there is a conflict between the County’s policies, procedures and the County Employee Handbook and the express terms of this Agreement, the Agreement will prevail. The Federation agrees that such policies, procedures and Employee Handbook may be formulated, amended, revised and implemented at the sole and exclusive discretion of the County Manager; provided, however, that such formulation, amendment, revision and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the County Manager shall provide at least 21 days notice of such change to the Federation with the exception of those changes which, if not implemented immediately, would pose a safety risk to employees or the public. The Grievance and Arbitration provisions of this agreement shall be limited to whether or not the contemplated changes are arbitrary, capricious and/or violate the express terms of this Agreement. Any such grievance shall be initiated, in writing, at the third (3<sup>rd</sup>) step of the Grievance procedure. This section shall also apply to safety manuals, standard operating procedures (SOPs), and other standards currently utilized by the various work units throughout the County.

Section 2. The County has the right to post and enforce new policies, procedures and changes to the Employee Handbook not in conflict with this Agreement during the life of this Agreement. The Federation has the right to grieve during the first 21 days of the new policies, procedures or changes to the Employee Handbook which are posted. The Grievance and Arbitration provisions of this Agreement shall be limited to whether or not the changes are arbitrary, capricious and/or violate the express terms of this Agreement. Any such grievance shall be initiated in writing, at the third (3<sup>rd</sup>) step of the grievance procedure. If the new policies, procedures or changes to the Employee Handbook are not grieved during this time period, they will stand as posted.

## **ARTICLE XXVI PROMOTION - OUT OF UNIT**

If an employee is promoted out of the bargaining unit and if the employee returns to the bargaining unit within six months of said promotion, the employee shall retain all of the employee's seniority in the former position.

## **ARTICLE XXVII OTHER BENEFITS**

Bargaining group employees covered by this contract will enjoy the same benefits and on the same basis as similarly situated non-bargaining group employees except where specifically noted in this article of this contract.

### Section 1. Sick Leave Incentive

For purposes of this section, the "year" will begin and end on the last pay period paid in the calendar year, beginning December 25, 2000. Therefore, starting with the pay period beginning December 25, 2000, regular employees who use NO sick leave during the new year will be credited with an additional eight-hours (full time) or four-hours (part time) of vacation to be used in the following year. That is, those qualifying for the incentive will have an "additional" 8 hours (full time or (4) hours (part time) credited to their sick leave bank, from which the incentive PTO earned will be paid. **EXAMPLE:** a regular full time employee uses no sick leave from December 25, 2000 through the last pay period paid in December, 2001; at the end of the last pay period paid in December, 2001, the employee has 120 hours in the employee's sick leave account; therefore, the employee is credited with an additional 8 hours of sick leave, so that the employee has 128 hours in their sick leave account beginning the first pay period following the last pay period in December 2001; however, the incentive will actually be taken as an extra PTO day which can be taken during the calendar year starting with the first pay period following the last pay period paid in December, 2001. Employee Handbook rules for use of PTO will apply.

### Section 2. Personal Time Off (PTO) Leave

All regular full time employees may use 24 hours per payroll year as Personal Time Off (PTO). All regular part time employees may use 12 hours of PTO per payroll year. Regular Part Time employee must average at least 20 hours per week to qualify. PTO may be used in increments of less than a work day. PTO must be approved in advance by the employee's immediate supervisor and may be used before or after a holiday when pre-approved by the employee's immediate supervisor. PTO is granted at the discretion of the employee's immediate supervisor.

PTO hours will be designated and accounted for separately on the Request for Leave Form, but will be deducted from an employees accrued sick leave account. The use of PTO hours will NOT be considered when evaluating an employee's number of hours used relative to attendance performance. However, employees are responsible for monitoring their use of PTO. Any use of PTO hours in excess of the annual allocation will be a violation of this policy and any excess hours will be deducted from an

employee's annual leave account or will be charged as lost time if the employee is not qualified for annual leave or if their annual leave account is depleted. Employees are encouraged to call the Equity & Human Resources Division in advance of using PTO if there is any doubt concerning the number of PTO hours they have available. PTO hours not used by the end of the payroll year will be forfeited and may not be carried over to another year.

### Section 3. Use of Sick Leave

The rules and procedures for use of sick leave will be governed by the Employee Handbook. However, instead of three days of Unexcused absences being allowable, four days will be allowable under this contract. For purposes of clarification, the allowance to use and to be paid for four days of sick leave per evaluation year without a doctor's excuse and without penalty means 40 hours per year for employees who work four ten hour days per week and 32 hours for employees who work five eight hour days per week. Also, although during the course of each year supervisors will track and record all time out due to illness without a doctor's slip as Unexcused absences, only those absences without doctors' notes that exceed the 40 or 32 hours per year allowable will be reflected as Unexcused absences on the employee's annual evaluation. Thus, the first 40 or 32 hours per year will be reflected only in the total hours absent for evaluation purposes. (EXAMPLE): An employee who normally works four ten hour days per week and is allowed 40 hours of Unexcused absences is actually out sick for 45 hours for the year without a doctor's excuse five hours over the allowable limit of 40 hours, plus the employee is out an additional 20 hours with a doctor's excuse for a total of 65 hours out sick for the year. At the end of the year, then, the employee's evaluation will show a total of 65 hours out sick for the year, but only 5 of those hours (45 actual Unexcused minus 40 hours allowable Unexcused) will be reflected as Unexcused.

For purposes of designating whether an absence is excused or unexcused, a note from a school nurse or administrator will be deemed sufficient to excuse an employee and allow the use of sick leave to tend to their child, but **only** for the day in which the child had to be removed from school due to illness.

### Section 4. Smoking Cessation

Effective in the calendar year beginning on January 1, 2017 and in each calendar year thereafter, a bargaining unit employee will be entitled to a \$50 per pay period discount from the employee's health insurance premium when that the employee certifies by affidavit that the employee: (1) does not use any tobacco products and will refrain from using any tobacco product; or (2) enrolls in and completes a smoking cessation program. The completion of a smoking cessation program will entitle the employee to the discount for the calendar year in which the employee completed the smoking cessation program or certified non-use of tobacco products. Those employees who use tobacco products and who do not enroll in and complete a smoking cessation program will not be entitled to the discount. The decision whether or not to enroll in a smoking cessation program will be voluntary for each employee.

Section 5. Retiree Health Supplement

The County will provide a retiree health insurance supplement as specified by County Ordinance, and in the event that the County Ordinance is revised, the County will meet with the Union on request to negotiate the impact of the revised ordinance.

Section 6. Tool Reimbursement

Bargaining group employees covered by this contract, who are required to provide their own hand tools, may be eligible for an annual \$100.00 tool reimbursement for the purchase of hand tools that are used during the employee's performance of his/her job duties. Tools that are not used during the course of the Employee's performance of his/her job duties will not qualify for reimbursement. Employees accept the responsibility to use proper tools for job duties in accordance with accepted practices of the division and/or instructions of supervisors.

In order for a tool to qualify for the reimbursement, the Director or his designee must provide prior written approval of the tool's purchase.

Should employee's employment with the County end, for any reason, within two years of receiving a tool reimbursement, employee will be responsible repaying the County the reimbursement funds. The repayment will not exceed \$200.00.

Employee must present both the tool(s) and purchase receipt(s) to the Director or his/her designee when submitting the reimbursement. The request for reimbursement must be submitted within 30 days of the tool's purchase. Employee may not seek more than one reimbursement for the same tool regardless of the tool's cost.

Employee must return any reimbursement monies received should he/she return the tool for a refund. The failure to do so will be considered theft and Employee will be subject to discipline pursuant to the applicable discipline policies.

Section 7 Tool Insurance

The County will insure from theft any personal tools and equipment Employees use during the course and scope of their employment. The tools must have been stolen from a County facility or vehicle. Employees are not eligible for reimbursement if the tools are stolen as a result of the Employee's failure to properly secure the tools. This includes, but is not limited to times when the Employee fails to secure the tools in a locked tool box or vehicle. Tools that are left out in the open or in an unlocked tool box or vehicle will not be covered under this Section. Further, lost or misplaced tools are not eligible for reimbursement.

In order to be reimbursed from any theft, Employee must electronically provide the Employee Relations Manager with a written inventory of the tools, on the County established form, and pictures of the tools. The inventory form must have been submitted before the asserted theft to receive reimbursement. Any tools obtained by the Employee after January 1, 2022 that are added to the inventory must also be accompanied with a receipt documenting the purchase along with being listed on the inventory and providing pictures of the tools.

Any tool(s) not identified on the inventoried list submitted by the employee will not be eligible for reimbursement. Therefore, it is Employee's sole obligation to update Employee's filed inventory form any time the Employee obtains new tools that the Employee seeks to have insured by the County under this Section.

Tools purchased through the County's Tool Reimbursement program, as outlined in Section 6 above, are not eligible for insurance coverage under this section.

In order to seek reimbursement, the Employee must submit a written request, on the County established form, along with a police report documenting that the tools were reported stolen to the Employee Relations Manager. The police report must document that the tools were reported stolen within 24 hours of the discovered theft. The written request seeking insurance coverage must be submitted within ten business days of the theft to be eligible for reimbursement under this Section.

#### **ARTICLE XXVIII COMPLETE AGREEMENT - MUTUAL AGREEMENT TO AMEND**

A. It is understood that both the County and the Federation waive their right to modify or amend the terms of this Agreement except by mutual consent and that the terms of this Agreement constitute a complete understanding between the parties.

B. Amendments to this Agreement mutually agreed upon by both parties hereto may be made at any time, provided such amendments are reduced to writing and signed by the authorized representatives of the parties.

#### **ARTICLE XXIX SEVERABILITY AND WAIVER**

Section 1. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement, to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then, and in such event, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and the enforceability of the rest of this Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

Section 2. The exercise or non-exercise by the County or the Federation of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in the future.

**ARTICLE XXX**  
**DURATION - MODIFICATION AND TERMINATION**

Section 1. This Agreement shall be in full force and effect upon its ratification by all appropriate parties until 12:00 o'clock midnight on the 30<sup>th</sup> day of September, 2024; provided it will allow for mandatory re-opener provisions as required by the Florida Public Employees Relations Act. Further, either party may reopen this Agreement to negotiate an economic or financial issue by providing the other party notice of intent to reopen the Agreement no later than July 1 of each year. At least 120 days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend, or terminate this Agreement. Failure to notify the other party of intention to modify, amend, or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one year, and each year thereafter absent notification.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the dates indicated below.

Federation of Public  
Employee, a Division  
of the National Federation  
of Public and Private  
Employees

By: \_\_\_\_\_  
National President

\_\_\_\_\_  
Date

Polk County Board of  
County Commissioners

By: \_\_\_\_\_  
County Manager      Date

By: \_\_\_\_\_  
Chair, BoCC      Date



### Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO)  
An Affiliate of District 1 - MEBA (AFL-CIO)  
1700 NW 66<sup>th</sup> Avenue, Suite 100, Plantation, Florida 33313  
Phone: (954) 797-7575 - Fax: (954) 797-2922

- Application for Membership or
- Notice of New Employment

Employer \_\_\_\_\_ Hire Date \_\_\_\_\_

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) \_\_\_\_\_ Home Ph. \_\_\_\_\_ Cell Ph. \_\_\_\_\_  
Last First Middle area code number area code number

Birth date: \_\_\_\_\_ Soc. Security #: \_\_\_\_\_ Employee # \_\_\_\_\_

Job Classification: \_\_\_\_\_ Marital Status: \_\_\_\_\_  male  female

Address: \_\_\_\_\_  
Street Apt. # City State Zip Code

E-Mail Address \_\_\_\_\_

Previous Membership: Date Withdrawn: \_\_\_\_\_

Your Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Closest Living Relative: \_\_\_\_\_ Relationship: \_\_\_\_\_

Beneficiary: \_\_\_\_\_ Relationship: \_\_\_\_\_

Please circle your shirt size: S M L XL XXL XXXL

### Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 - MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Department/Location: \_\_\_\_\_ Name (print): \_\_\_\_\_

Work and/or Pager #: \_\_\_\_\_ Name (signature) \_\_\_\_\_

Soc. Security #: \_\_\_\_\_ Today's Date: \_\_\_\_\_

PUB-revised 05/10/06

### For Office Use Only

Date Approved by DIC: \_\_\_\_\_ Date Approved by Membership: \_\_\_\_\_ Representative's Signature: \_\_\_\_\_

## Addendum B

As a function of the negotiations, Fleet Management proposes implementing a technician incentive program that rewards technicians an increase in their hourly salary at a rate of \$0.10/hour for each certification level attained. Further, if the technician passes all eight levels within a classification, an additional \$0.20/hr. is added as recognition for attaining a Master's classification.

Further, NIASE offers two Advanced Level tests for certification in the complex areas of computerized diagnostics, emissions and drivability. We propose to include a reward of \$0.25/hour for each of the two certifications.

In order for the program to have accountability, should a technician fail to retain his certification at any level, a corresponding amount for each level lost is deducted from his/her hourly wage.

### **Summary:**

	<u>Add to Salary</u>		<u>8 Levels</u>		<u>Master Total</u>
Each Test Level	\$0.10/hr	+	\$0.80/hr.	+	\$0.20/hr = \$1.00/hr

Advanced Level \$0.25/hr.

Maximum possible for Dual Master Certification w/advanced \$2.50/hr  
Maximum for one Master Certification w/advanced 1.25/hr.

NIASE offers a more extensive menu of test offerings (e.g. School Bus, Body Shop, etc.). Polk County will not reward technicians for certifications beyond the 16 pertaining to automotive and heavy truck master classifications.

Because many Fleet technicians are participating in NIASE presently, the incentives outlined above will be applied to those employees with certifications currently in place. As employees attain new levels and/or re-certify at present levels, the incentive will be added/retained.

**Addendum C  
OFFICIAL GRIEVANCE FORM**

*GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119*



**FEDERATION OF PUBLIC EMPLOYEES**  
*A division of the National Federation of Public & Private Employees  
 Affiliated with District 1-MEBA (AFI-CIO)  
 420 Lake Nod Road \* Winter Haven\* FL 33884  
 Office (863) 537-0026 Fax (863) 324-0179*



<b>Employer</b>	<b>Employer Phone</b>	<b>Grievance</b>	<b>Date</b>
<b>Member's Name</b>	<b>Location/Dept</b>	<b>Classification</b>	
<b>Member's Address</b>		<b>Phone:</b>	
<b>Immediate Supervisor's Name</b>		<b>Phone:</b>	

**1. Employee's Statement of Grievance:**

**2. Specify the Article's of the Agreement which is/are violated:**

**3. What is the remedy and/or relief sought?**

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statutes 119 & 447 as follows

- |  |  |
|--|--|
| <input type="checkbox"/> All documents relied on in imposing discipline  | <input type="checkbox"/> Witness statements                    |
| <input type="checkbox"/> Employee evaluations, discipline  | <input type="checkbox"/> Job descriptions for grievant         |
| <input type="checkbox"/> All time cards for the last __ months   | <input type="checkbox"/> Personnel file (see attached release) |
| <input type="checkbox"/> All memoranda/emails, video tapes, cd-roms, floppy disks pertaining to the above-listed | <input type="checkbox"/> Other                                 |

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance

Date \_\_\_\_\_ Employee Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Steward's Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Representative's Signature \_\_\_\_\_



**Addendum D**  
**CANCELLATION OF DUES DEDUCTIONS**  
**(Federation of Public Employees Union)**

**TO:** Federation of Public Employees  
745 E. Main Street  
Bartow, Florida 33830

**FROM:** \_\_\_\_\_  
(Please print full name)  
  
\_\_\_\_\_  
(Division and Work Location)

Per Article XXIV of the collective bargaining agreement between the Federation of Public Employees and Polk County Board of County Commissioners, this is my 30 days written notice to cancel my dues deductions.

Therefore, please do not make any further dues deductions after thirty (30) days from the date that this notification is signed and dated.

I also understand that the Federation is obliged to notify the County of this change within 15 days of receipt of this notice. **The Federation is to notify the County by sending a copy of this notification to the County's PAYROLL SECTION via FAX at (863) 534-6534.**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federation Official's Signature

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the dates indicated below.

Federation of Public  
Employee, a Division  
of the National Federation  
of Public and Private  
Employees

By: Allen Berg  
National President

9/19/2022  
Date

Polk County Board of  
County Commissioners

By: [Signature] 9/19/2022  
County Manager Date

By: \_\_\_\_\_  
Chair, BoCC Date