

# **Teamsters Local 79**



**& Hernando County**

**BOCC**

**Complete Tentative**

**Agreement**

**April 9, 2021**

The agreed upon revisions of the following provisions, and the remaining current provisions of the 2017-2020 Collective Bargaining Agreement, combined, shall be considered the "Complete Tentative Agreement" for the 2020-2023 Collective Bargaining Agreement - subject to the ratification of the bargaining unit employees and the Board of County Commissioners:

Article 4, Section 2 (C) – Management Rights

Article 4, Section 2 (I) & (J) – Management Rights

Article 6, Section 2 – Steward's Role

Article 6, Section 4 (A) & (B) – Stewards Rights and Limitations

Article 8, Section 5 – Union Deductions

Article 13, Section 1 – Probationary Period

Article 14, Section 5 – Open Bargaining Unit Positions

Article 14, Section 7 (C) – Layoff and Recall

Article 15, Sections 1, 2 & 3 – Disciplinary Procedure

Article 19, Sections 1 (G) & 3 (A) & (B) – Wage and Salary Step Plan

Article 20, Sections (A) & (C) – Health Insurance

Article 31 (D) – Uniforms

Article 39 – Duration (Date change only)



TENTATIVE AGREEMENTS  
September 4, 2020

ARTICLE 4, Section 2 I, J

Section 2

The Union and the employees covered under this Agreement recognize and agree that the County has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation but merely by way of illustration, reserves the sole and exclusive right:

- I. Determine the services to be provided to the public, and the procedures, materials, facilities, and equipment to be used and to introduce new or improved services, maintenance procedures, materials, facilities and equipment. ~~To establish and change its policies, guidelines, practices, rules and regulations;~~
- J. ~~To determine and change methods by which its operations are to be carried out;~~

Tentative Agreement:

HC: MP

Union:

(JMS)

Date Signed: 9-18-20

ARTICLE (4) Section B

Section 4 - Steward's Rights and Limitations

The authority of Union Stewards and appointed Alternates so designated by the Union, shall be limited to, and shall not exceed, the following duties and activities.

- B. The collection of dues when authorized by appropriate Union action. The time spent on the collection of dues shall not be conducted on county time and pay.

Tentative Agreement:

HC: MP

Union:

(JMS)

Date Signed: 9-18-20

SHOULD  
BE  
6

ARTICLE 14, Section 5

Section 5 – Open Bargaining Unit Positions

It shall be the policy of the Board of County Commissioners to encourage promotions from within, whenever possible, in keeping with professional standards and in the best interest of the County. Every employee, regardless of race, color, religion, national origin, age, sex, handicap, disability, marital status, ~~or~~ citizenship status, or any other protected characteristic as defined by law, or as set forth in the Florida Statutes, Chapter 760.01, will have the opportunity for advancement based solely on the individual's abilities and qualifications.

Tentative Agreement:

HC: MP

Union:

JMS

Date Signed: 9-18-20

ARTICLE 14, Section 7

C. The County shall provide no less than thirty (30) calendar days advance written notice of layoff to the employee. In some circumstances the employee may be paid in lieu of notice a minimum of thirty (30) calendar days, or the amount of notice required by the State of Florida, whichever is greater.

Tentative Agreement:

HC: MP

Union:

JMS

Date Signed: 9-18-20

ARTICLE 15, Section 1

The County shall only discipline, suspend or discharge employees for with just cause.

Tentative Agreement:

HC: MP

Union:

JMS

Date Signed: 9-18-20

**Hernando County BOCC and Teamsters Local 79  
TENTATIVE AGREEMENTS  
October 16, 2020**

**ARTICLE 31**

**UNIFORMS**

- A. The County will provide all required uniforms and protective equipment at no cost to the employee with the exception of boots (as outlined in item D, below).
- B. Employees filling positions designated by the County as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her initial supply of uniforms. Some departments may not issue uniforms until after an employee has successfully completed their probationary period. In the interim, they will be required to wear clothes that are suitable for the work environment.
- C. The employee must sign off for all issued uniforms. Employees should be aware that the IRS mandates that uniforms which can be considered "street clothing" are taxable as a benefit to employees.
- D. Employees required to wear steel toe OSHA approved safety shoes or boots as part of their job shall receive a yearly stipend of ~~\$145~~ **\$155** (subject to IRS Guidelines) to be used by the employee towards the purchase of safety shoes or boots.

Tentative Agreement:

HC: *MP*

Union

*(JMS)*

Date Signed:

*12/14/20*

*12/18/20*

Hernando County BOCC and Teamsters Local 79  
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ARTICLE 15

Section 2

With respect to Section 1 above, the County may use the following:

- A. Corrective Discussion/Counseling
- B. Verbal ~~Warning~~ **Reprimand** with written documentation
- C. Written ~~Warning~~ **Reprimand**
- D. Suspension ~~with or~~ without pay (Up to 5 days)
- E. Termination

A ~~V~~ verbal or ~~W~~ written ~~Warning~~ **reprimand** may not be grieved, however the Employee, or the Union on the Employee's behalf, may submit a Letter of Protest to the Human Resources Director provided the ~~†~~ Letter of ~~p~~ **Protest** is submitted within ten (10) days of the receipt of the verbal or written ~~warning~~ **reprimand**. No specific form is required. If a ~~†~~ Letter of ~~p~~ **Protest** is submitted, it shall be attached to the written ~~warning~~ **reprimand** and placed in the Employee's personnel file.

Section 3

Verbal and written ~~warnings~~ **reprimands** will be investigated and presented to the employee within 30 calendar days from the date the employee's departmental management becomes aware of a routine or non-serious infraction.

For the purpose of progressive discipline, verbal ~~warnings~~ **reprimands** shall not be considered a primary disciplinary factor after one (1) year; written ~~warnings~~ **reprimands** after two (2) years; suspension after five (5) years. Serious infractions for proven misconduct as defined in Article 36, Section 2 shall be considered for up to ten (10) years.

Tentative Agreement:

HC: *UP*

Union:

Date Signed:

*12/14/20*

*JAS*  
*12/10/20*

Hernando County BOCC and Teamsters Local 79  
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ARTICLE 14

Section 5 - Open Bargaining Unit Positions

**\*\*LAST PARAGRAPH ONLY\*\***

Employees' work records, performance appraisals, past discipline, and job related qualifications will be considered in the selection process. The County will select the most qualified candidate ~~provided, however, that when the qualifications of two candidates are judged by the County to be equal, County seniority will prevail.~~ **The skill, knowledge and ability of employees shall be the primary consideration by the County. When qualifications are relatively equal, seniority shall be the determining factor.**

Tentative Agreement:

HC: MP

Union



Date Signed:

12/14/20

12/18/20



Hernando County BOCC and Teamsters Local 79  
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**ARTICLE 6**

**Section 4 – Steward’s Rights and Limitations**

The authority of Union Stewards and appointed Alternates so designated by the Union, shall be limited to, and shall not exceed, the following duties and activities.

- A. Attend disciplinary investigations/hearings, grievance meetings, and other meetings if requested by the employee and/or management in accordance with the provisions of the Collective Bargaining Agreement, **The time spent during this activity shall be in accordance with Article 6, Section 2, with the exception of arbitration hearings;**

Tentative Agreement:

HC: MP

Union: (JMS)

Date Signed:

12-14-20

12/8/20

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**ARTICLE 6**

**Section 2 – Steward’s Role**

The Union Stewards and the appointed Alternates shall collectively be permitted up to 336 hours per contract year to represent bargaining unit members on the County’s property without interruption of the County’s operation. Union Stewards may attend disciplinary investigations/hearings, grievance meetings, and other meetings if requested by the employee and/or management. Either the Union Steward or the appointed Alternate (but not both) may attend meetings only if requested by the bargaining unit member. If an employee does not wish to have a Union Steward present in any meeting where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Union upon request. These duties must be performed during the Union Stewards or appointed Alternates regular working hours. Overtime will not be paid for these duties. ~~The combined~~ **Hours of the each** Union Steward and appointed Alternate shall not exceed eight (8) hours per month. Each Union Steward and the appointed Alternate will be required to complete a Union Steward Time Request form and have it approved by their supervisor prior to leaving their work area. If time cannot be immediately granted to the Union Stewards, the County will allow time at the earliest possible convenience. Union Stewards shall record all time spent conducting Union business while on duty equaling fifteen (15) minutes or more using the applicable payroll code. When a Union Steward enters a work area for the purpose of conducting Union business, he/she shall notify the supervisor of that area of the nature of this business. Solicitation of any kind, including solicitation of grievance, shall not be engaged during working hours. No membership meetings shall be held on the County’s time.

**Tentative Agreement:**

HC: MP

Union:

**AMS**

Date Signed:

12-14-20

12/8/20

Hernando County BOCC and Teamsters Local 79  
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ARTICLE 20  
HEALTH INSURANCE

- A. The County agrees to maintain a group health insurance plan with no less than the current level of coverage agreed upon at the time of ratification of this Agreement for the duration of the Agreement, unless and until changed by bargaining pursuant to Article 20, Section C. ~~Employer contributions toward employee health insurance premiums (a/k/a "Benefit Dollars") are defined in Appendix B of this Agreement.~~
- B. Coverage shall be available for all full-time employees (working thirty [30] or more hours) and their eligible dependents. Coverage for new employees may become effective on the first day of the month following the completion of sixty (60) calendar days of employment with the County.
- C. For the duration of this Agreement, the County shall report any adjustments to health insurance premiums, plan options, or Benefit Dollars that are being considered, to the Union, with no less than sixty (60) days advance notice of the proposed implementation date in order to afford the Union an opportunity to bargain over the impact of such adjustments.

\*Agreed upon BC/BS plan as presented during bargaining on ~~May 15, 2017~~ June 10, 2020, with increases for 2020/2021 ~~2017/2018~~:

~~1.5~~ 5% (HMO)  
± 5% (PPO)  
0% (HSA)

Shall be accepted at the current policy and practice that is in force for all other non-Union Hernando County Board of County Commissioners' employees as approved by the Board of County Commissioners.

- |                        |                      |
|------------------------|----------------------|
| 1) Employee Only       | \$472 Per Pay Period |
| 2) Employee + Spouse   | \$553 Per Pay Period |
| 3) Employee + Children | \$553 Per Pay Period |
| 4) Employee + Family   | \$625 Per Pay Period |

- D. For the duration of this agreement bargaining unit employees shall pay no more than other BOCC bargaining unit employees for Short Term Disability insurance having an eight (8) day waiting period.

Tentative Agreement:

HC: *MLP*

Union:

*(JMS)*

Date Signed:

*4-9-21*

*4/9/21*

Hernando County BOCC and Teamsters Local 79  
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ARTICLE 19  
WAGE AND SALARY STEP PLAN

Section 1 - Step Plan Procedural Rules

- G. The Step Plan Procedural Rules outlined in Article 19, Section 1, A and F shall be suspended as outlined in Section 3.

Section 3 – Step Plan Suspension

- A. The Step Plan Procedural Rules outlined in Article 19, Section 1, A and F shall be suspended. The parties further agree the Wage and Salary Step Plan structure identified in Appendix A and CPI-U in Article 19, Section 1, A and F, is hereby suspended for the duration of this agreement beginning with the pay period including October 1, 2021, and the suspension shall sunset on September 30, 2023, at 11:59PM. Article 19, Section 1, A and F, shall be considered status quo for purposes of the collective bargaining agreement if a successor agreement has not been reached on or before October 1, 2023.

The pay period including October 1, 2020, status quo contract language (1.9% for CPI index and applicable annual step increase based on current pay structure).

Base wage across the board increases shall be as follows for all employees:

2021

Effective with the pay period including October 1, 2021, three and one-half percent (3.5%)

2022

Effective with the pay period including October 1, 2022, three percent (3.0%)

- B. In the event of a significant economic downturn that would otherwise result in the layoff of bargaining unit employees, the parties shall reconvene for the purpose of bargaining over a suspension of the Step Plan to avoid such layoffs.

Tentative Agreement:

HC: MGP

Union:

JMS

Date Signed:

4-9-21

4/9/21

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ARTICLE 8  
UNION DEDUCTIONS

~~Section 5 — D.R.I.V.E.~~

~~D.R.I.V.E. is an acronym for Democratic-Republican Independent Voter Education and is the political action committee of the International Brotherhood of Teamsters.~~

~~The County will recognize a lawful, voluntary authorization, in writing, for the D.R.I.V.E. deduction from wages, to be transmitted to the International Union. The D.R.I.V.E. deduction shall be made bi-weekly and remitted to the International Union monthly.~~

~~No such authorization shall be recognized if it is in violation of any State or Federal law. No deduction shall be made which applicable law prohibits.~~

Tentative Agreement:

HC: MUP

Union:



Date Signed:

4-9-21

4/9/21