

Tentative Agreement



Teamsters Local Union No. 79

And

Hernando County BOCC

June 2, 2017

The agreed upon revisions of the following provisions, and the remaining current provisions of the 2014-2017 Collective Bargaining Agreement, combined, shall be considered the "Complete Tentative Agreement" for the 2017-2020 Collective Bargaining Agreement - subject to the ratification of the bargaining unit employees and the Board of County Commissioners:

Article 8, Section 3 – Transmission of Dues to Union

Article 9 – Union Insignia

Article 13, Section 1 – Probationary Period

Article 13, Section 2 – Qualification Period

Article 14, Section 4 – Job Assignments, Shift Selection and Overtime

Article 14, Section 5 – Open Bargaining Unit Positions

Article 14, Section 6 – Training

Article 14, Section 8(A) – Displacement

Article 15, Section 2 & 3 – Disciplinary Procedure

Article 16, Section 3 – Procedural Steps

Article 17, Section 4 – Night Differential

Article 17, Section 5(C), moved to new Section 9 – Inclement Weather

Article 17, Section 6 – On-Call Work

Article 17, Section 8 – Emergency Work

Article 19 – Step Plan Procedural Rules

Article 20 – Health Insurance

Article 27(B) – Required Certifications & Training

Article 31(D) – Uniforms

Article 35 – Contract Negotiations

Article 36 – Maintenance of Benefits

Article 39 – Duration

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 8
UNION DEDUCTIONS

Section 3 - Transmission of Dues to Union

On or before the tenth (10th) day of the month following deduction, the County shall mail by check ~~or remit electronically~~ the sums collected during the previous month to the Union at its business office, and provide the Union with a list of the names, and employee numbers of all employees from whom sums have been collected during the previous month.

OK
TIA

Tentatively Agreed: CA 5/15/17 (County)

5/15/17
JMS (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 9
UNION INSIGNIA

Employees who are members of the Union may choose to wear either a lapel Union emblem in the left collar of the County's designated uniform or one (1) embroidered Union shoulder patch. If the Union shoulder patch is chosen, the patch shall ~~measure approximately~~ **be no larger than** 3" x 3 1/2" in size and is to be worn on the right sleeve of the County's designated uniform shirt no lower than one (1) inch from the shoulder seam. The County shall give prior approval to all items worn on the uniform, and shall not bear any costs related to the lapel emblem or shoulder patch.

OK
T/A

Tentatively Agreed: CC ^{5/15/17} (County)

(PMS) ^{5/15/17} (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 13
PROBATIONARY AND QUALIFICATION PERIODS

Section 1 – Probationary Period

For 180 days after their initial hiring date, new employees working in bargaining unit classifications shall serve a probationary period while Management evaluates and determines the new employee's ability to successfully perform the duties of their position. If a new employee does not successfully perform the duties of the position during the probationary period, the employee's supervisor may extend the probationary period for one (1) to three (3) months. Specific objectives to be met during the extended probationary period will be listed in the employee's six (6) month probationary evaluation. Notification of the extended probationary period will be forwarded to the Union from Human Resources. During their probationary period, new employees shall not be covered by the provisions of this Agreement and may be discharged with or without cause and without benefit of the grievance procedure contained herein. Upon completion of this probationary period, said employees shall attain seniority retroactive to their most recent hire date.

Employees will accrue PTO time from the date of employment; however, during the entire 180 day probationary period, employees ~~may use a maximum of two (2) days of accrued PTO time in the event of their own personal illness and then only after completing ninety (90) days of employment~~ **are eligible for two (2) days of PTO after ninety (90) days of employment.** Once they have completed the 180 day probationary period, they may schedule and use their accrued PTO time. Health, dental, and other benefits for full time employees will begin on the first day of the month following sixty (60) calendar days of employment. **Deductions for these benefits are paid one pay period prior to coverage beginning.**

Bargaining unit employees shall only be required to serve one (1) probationary period regardless of the position(s) held provided that their employment with the County is continuous. If an employee leaves County employment and returns at a later date, he/she will be required to serve another probationary period for the new position for which he/she was hired.

OK
T/A

Tentatively Agreed: CE 5/15/17 (County)

JMS 5/15/17 (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 13
PROBATIONARY AND QUALIFICATION PERIODS

Section 2 – Qualification Period

Bargaining unit employees who are promoted or voluntarily transfer to another position, will serve a four (4) month qualification period. ~~If after two (2) weeks in their new position, the employee is not satisfied in the new position, they may~~ **Within sixteen (16) calendar days of an employee starting their qualification period, the employee may elect to** return to their former position without loss of seniority. Employees who return to their former position will be paid at the rate of pay they were receiving when they left the position. During the qualification period the employee shall be provided feedback on their job performance and any qualification requirements. If the employee does not successfully perform the duties of the new position during the qualification period, the employee's supervisor may extend the qualification period up to two (2) more months. Specific objectives to be met during the extended qualification period shall be provided to the employee with a copy forwarded to the Union from Human Resources. If the employee does not satisfactorily complete either the initial qualification period or the extended qualification period, the employee will have the option to apply for any vacant position they are qualified to perform, resign, or be subject to termination.

OK
T/A

Tentatively Agreed: CE 5/15/17 (County)

(JMS) 5/15/17 (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 14
SENIORITY

Section 4 – Job Assignments, Shift Selection and Overtime

The County and the Union Business Agent shall establish written procedures within each department/division for job assignments/equipment (where applicable), shift selection and overtime based on seniority, provided the senior employee can competently perform the assignment based on skills, ability and knowledge.

The parties shall observe the most recently modified/dated versions of such written procedures bearing the signatures of the County representative and Union Business Agent.

In the event written procedures have not been established in a department or division in which there is a dispute regarding seniority, departmental seniority shall prevail in said dispute until such time a written procedure can be established.

OK
T/A

Tentatively Agreed: OC 5/15/17 (County)

JMS 5/15/17 (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 14
SENIORITY

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, marital status, or citizenship status 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.

Applicants wishing to be considered for posted vacancies, including promotions, must meet the minimum qualification standards of education, training, experience and other posted requirements. All bargaining unit employees shall be notified of promotional opportunities by a posted job notice in work areas **and via the County's email system to All BOCC Users to ensure the information is disseminated across various sources**. The job notice shall be posted for at least five (5) working days prior to filling the position. A copy of the job notice will be provided to the Union Business Agent.

Employees serving Qualification Periods, as defined in Article 13, are eligible to apply for open positions.

In the event there are no qualified bargaining unit employees to fill an open bargaining unit position, the County may fill such position with an outside candidate.

Employees being considered for promotion, transfer or other vacancies will be selected on the basis of their qualifications.

The County agrees that the minimum essential requirements/qualifications relating to the position, transfer or vacancy at issue will be included in the posting. In some instances, the County may test applicants on those job skills of the posted position.

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.

Tentatively Agreed: CC 5/15/17 (County)

OK
T/A
5/15/17
(TMS) (Union)


The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.


ARTICLE 14
SENIORITY

Section 6 – Training

Should the County decide that additional training is necessary for a specific job classification, the training will be offered to those in that specific job classification, based on departmental seniority, **unless written procedures that have been established in accordance with Article 14, Section 4, provide otherwise.**

OK
T/A

Tentatively Agreed: 5/15/17
 (County)

 5/15/17
(Union)

Management Proposal
April 25, 2017
ARTICLE 14
SENIORITY

Section 8 - Displacement


For purposes of this section only, the following definitions will apply:

- Full Time Employee: An employee whose regular work schedule is 30 hours or more.
 - Part-Time Employee: An employee whose regular work schedule is less than 30 hours.
- A. Any regular status employee who has been notified of layoff, job elimination, or displacement ~~may elect~~ ^{REQUIRES} is to displace an employee with the least seniority within their department in the same pay grade (or lower pay grade, if desired) provided they are qualified to perform the work. Vacant positions within the department must be filling prior to employee-bumping outside of their department. ^{FILES}

EMPLOYEES

Tentatively Agreed:

CC 5/15/17
(County)

1:35 PM
5/15/17

(Union)

T/A

MANAGEMENT COUNTER PROPOSAL 06/02/2017
ARTICLE 15
DISCIPLINARY PROCEDURE

Section 2

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

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

A Verbal or Written Warning 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 protest is submitted within ten (10) days of the receipt of the verbal or written warning. No specific form is required. If a letter of protest is submitted, it shall be attached to the verbal or written warning and placed in the Employee's personnel file.

Section 3

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

For the purpose of progressive discipline, verbal warnings shall not be considered after one (1) year; written **warnings** after two (2) years; suspension after five (5) years. Serious infractions ~~for such as last-chance agreements, harassment, major at-fault accidents, physical altercations, or endangerment of others would be considered indefinitely~~ **proven misconduct as defined in Article 36, Section 2 shall be considered for up to ten (10) years.**

Tentatively Agreed: *ca* 6/2/17 (County)

6/2/17
 JMS (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 16
GRIEVANCE AND ARBITRATION PROCEDURE

Section 3 – Procedural Steps

Recognizing that grievances should be ~~dealt with as~~ **resolved** expeditiously **and preferably at the lowest level** as possible, grievances shall be processed as follows:

Step 3
GRIEVANCE HEARING

If the grievance is not resolved at Step 2, the Local Union or the employee may file the grievance with the County Administrator (or his/her designated representative) within ten (10) working days after receipt of the Step 2 response.

Grievances protesting a suspension or discharge may be submitted at Step 3 of the grievance procedure. All other discipline is not grievable; however, employees may submit a Letter of Protest ~~to be filed~~ **which shall be placed in the employee's file** with the discipline notice that was issued .

Within ten (10) working days after receipt of the grievance, the County Administrator (or his/her designated representative) shall contact the Business Agent to set up a meeting with the grievant, the Business Agent, and the applicable Union Steward upon request of the Business Agent.

The County Administrator (or his/her designated representative) shall issue a written response within ten (10) working days of the Step 3 meeting to the grievant. The Step 3 response shall contain the reason(s) for the decision and shall be delivered by hand delivery, or by U.S. certified mail, with a copy forwarded to the Union Steward and the Local Union Representative.

If the matter can be resolved at this step, no further action will be needed.

OK
T/A

Step 4
ARBITRATION

If the grievance is not resolved at Step 3, the Union has the right to proceed to Binding Arbitration as follows:

TWENTY (20)

- A. Within ~~ten (10)~~ **thirty (30)** working days of the Step 3 response, the Union shall provide to the Chair of the Board of County Commissioners, a written request for Binding Arbitration, and a copy of the request filed with the Federal Mediation and Conciliation Service.
- C. The request for Binding Arbitration shall include a request for a list of seven (7) **"Metropolitan"** arbitrators who are members of the FMCS.

Tentatively Agreed: CC 5/15/17 (County)

(JMS) 5/15/17 (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 4 – Night Differential

All ~~unscheduled~~ work performed between the hours of ~~11:00~~ **10:00** pm and ~~7:00~~ **6:00** am shall be compensated at the Night Differential rate (half-time) in ~~addition~~ **addition** to their regular rate of pay.

~~The night differential shall apply to Leaves of Absence, as defined in Article 22, for employees who are regularly assigned to a shift containing night differential hours at the time the leave of absence is used, and only for those applicable hours.~~

~~By way of illustration: An employee earns \$12.00 per hour and their regularly scheduled shift is 7:00 pm to 3:00 am, and the employee uses one (1) day of PTO. The employee shall receive the straight time rate of \$12.00 per hour for (3) hours, between 7:00 pm to 10:00 pm, and the night differential rate of \$18.00 per hour, for five (5) hours, between 10:00 pm and 3:00 am.~~

OK
TIA

Tentatively Agreed: CC ^{5/15/17} (County)

(IMS) ^{5/15/17} (Union)

UNION PROPOSAL 5/25/17

ARTICLE 17

SECTION 5

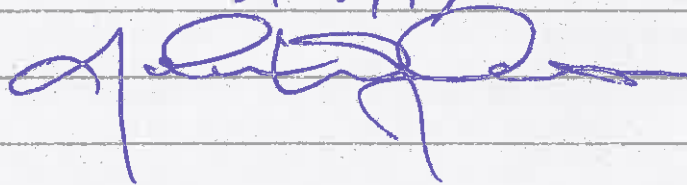
T/A

C. EMPLOYEES SENT HOME DUE TO WEATHER RELATED EVENTS SHALL RECEIVE NO LESS THAN TWO (2) HOURS OF SHOW UP PAY AT THEIR APPLICABLE REGULAR RATE OF PAY, OR BE AFFORDED THE OPPORTUNITY TO COMPLETE THE REMAINDER OF THEIR SHIFT, OR USE FLEX TIME, PTO, COMP TIME, AT THE DISCRETION OF THE EMPLOYEE.

* CREATE NEW SECTION 9
"INCREMENT WEATHER"
& DELETE EXISTING 5(C)

T/A

5/25/17



cc 5/25/17

Management Counter Offer
May 15, 2017
ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 6 - On-Call Work

- A. On-call work assignments will be given on a rotating basis within the classification or department to employees qualified to perform such work. If the on-call schedule cannot be filled, the supervisor will offer the assignment in seniority order and force from the bottom up if necessary.
- B. Employees who are selected for on-call work shall be compensated for all on-call work hours, inclusive of call-out hours, at a flat rate of ~~\$1.25~~ ~~\$2.00~~ **\$1.50** per hour (including holidays).
- C. Employees who are selected for on-call work shall be compensated a minimum of two (2) hours of regular rate of pay for each on-call work assignment in which work is performed. **Any additional** Subsequent on-call work assignments within the same 2-hour timeframe will not result in additional compensation, **however, if the employee reports back to their home base and is called out again, then the two (2) hour minimum shall apply.** If the employee works more than forty (40) hours in a workweek, they will be compensated at one and one-half (1 ½) times their rate of pay. Employees shall have the choice of receiving comp time or to be paid overtime.

Tentatively Agreed: CC 5/15/17 (County)

(S/M) 5/15/17 (Union)

Management Counter-Offer
May 15, 2017
ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 8 – Emergency Work

When an emergency is declared by the County Administrator or his designee, essential and non-essential employees who are told not to report to work will be compensated for normal scheduled hours not worked at their regular rate of pay. Essential employees who are required to work on such emergency day(s) will receive ~~their normal eight (8) hours or ten (10) hours pay each emergency day plus a \$1.50/hour emergency differential. If they work more than forty (40) hours in the work week, essential employees will be compensated at time and one-half their regular rate of pay for all hours actually worked~~ **time and a half their regular rate of pay for all hours worked during the declared emergency.** There will be no duplication or pyramiding of overtime or premium pay for the same hours worked.

A declared emergency is the time period when the County Administrator officially closes normal County operations until the time the County reopens and employees are directed to return to work.

Any employee who had previously requested and is on PTO on the County Administrator's declared emergency day(s) is exempt from being called in, and will still be charged PTO and receive his/her regular pay. If an employee is recuperating from an extended illness and was not reporting to work on the declared emergency day(s), he/she will still be charged PTO/sick leave, if available.

Employees who had pre-approved PTO, regardless of the number of hours, will still be charged PTO for said hours.

If an employee does not work on declared emergency day(s), he/she must still work in excess of their normal scheduled hours each day in order to be eligible for time and one-half their regular rate of pay.

If the employee has normal day(s) off during the emergency declared day(s), the employee will not receive any compensation.

Prior, during and following an anticipated or declared emergency, the County will follow the guidelines published in the County's emergency management plan.

Tentatively Agreed: CC 5/15/17 (County)

5/15/17 1:35 PM
[Signature]
[Signature] (Union)

T/A

Management Counter
May 25, 2017
ARTICLE 19
WAGE AND SALARY STEP PLAN

~~Section 1 - Step Plan Slotting~~

~~Once an employee's rate of pay is determined by the implementation of the Evergreen Classification and Compensation Study, the employee shall be slotted in the Wage and Salary Step Plan (Appendix A) at the step closest to the employee's determined rate in the applicable pay grade in the following manner:~~

- ~~A. Employees who are receiving less than a 3% pay increase from the Evergreen Study shall have their rate of pay rounded up and be slotted into the closest higher step.~~
- ~~B. Employees who are receiving a 3% or greater pay increase from the Evergreen Study shall be slotted into the closest lower step, although receive the higher rate of pay for the remainder of the first year.~~
- ~~C. No employee's rate of pay shall be rounded down when slotting into the Step Plan.~~
- ~~D. Wage and salary increases received from the implementation of the Evergreen Classification and Compensation Study shall be paid retroactive to September 29, 2014.~~

Section 2.1 - Step Plan Procedural Rules

- (APPENDIX A) CC JMS
- A. **During the first pay period that includes October 1st of each calendar year, Each employees** shall advance to the next higher step on October 1 of each subsequent year **in the Step Plan**, provided such employee has received at least a 3 point average on their annual evaluation. Any evaluation score of less than a 3 point average shall be subject to the grievance procedure contained in Article 16.
 - B. Employees shall not be permitted to skip steps after being placed in the Step Plan.
 - C. Newly hired employees shall be slotted into Step 1 of the applicable pay grade in the Step Plan with only two (2) exceptions, as follows:

Exception 1: Employees may be hired above Step 1 provided such new hire is not paid more than the lowest paid employee in the same job classification.

Tentatively Agreed: CC (County)

5/25/17
JMS (Union)

Exception 2: Employees in professional type classifications which require a four (4) year college degree ~~or state mandated licensing~~ may be hired above Step 1 in order for the County to be competitive in the job market, provided such new hire possesses relevant degrees or licenses, or verifiable relevant job experience, that current employees in lower steps of the same classification do not possess, **within the same department.**

~~D. Each step in the Step Plan shall increase equally between the low, mid, and max amounts that were provided by the Evergreen Solutions Classification and Wage Study.~~

D. Employees receiving a promotion into a higher pay grade, as approved by Human Resources and the County Administrator, shall **receive the appropriate increase in accordance with Article 19, Section 7 (5% or 10%) and shall then be slotted into the higher step, although he/she shall receive their adjusted rate of pay for the remainder of the fiscal year.** ~~be slotted into the higher pay grade step closest to their current rate of pay and receive a minimum of a 5% — 10% promotional increase in accordance with Article 19, Section 7.~~

E. Employees who receive a demotion into a lower pay grade, as approved by Human Resources and the County Administrator, shall receive the appropriate decrease in accordance with Article 19, Section 7 (5% or 10%) and shall then be slotted into the lower step, although he/she shall receive their adjusted rate of pay for the remainder of the fiscal year.

~~E. A "Wage Rate Exception" may be implemented for the current fiscal year in which the promotion occurs if the employee's new promotional rate is less than the closest step. In such cases, the promoted employee will be slotted into the new pay grade but only receive the 5% — 10% promotional increase for the remainder of that fiscal year, then advance to the next higher step the following October 1.~~

F. The Consumer Price Index for All Urban Consumers (CPI-U) in the Tampa St. Petersburg-Clearwater area will be used each year to adjust each step of the Step Plan according to the CPI published rates that are published in February and these rates will be applied to the pay Steps for implementation on October 1 of each year. These adjustments shall only apply for increases in the CPI published rates; in the event of a decrease in the CPI published rates, there shall be no adjustments made to the Step Plan. ~~However, the CPI increase published in February 2014 shall become effective upon ratification.~~

Tentatively Agreed: CA (County)

AMS 5/25/17 (Union)

5/15/17
11:50 AM
COUNTY
PROPOSED

**MANAGEMENT COUNTER OFFER
MAY 15, 2017
ARTICLE 20
HEALTH INSURANCE**

- A. The County agrees to maintain a group health insurance plan with no less than the current level of coverage available 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, with increases for 2017-2018:**

1.5%	1.8% (HMO)
1.0%	1% (PPO)
	0% (HSA)

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.

Tentatively Agreed: [Signature] 5/15/17 (County)

TIA
[Signature] 5/15/17 (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 27
REQUIRED CERTIFICATIONS & TRAINING

- B. The County shall allow employees to attend these necessary classes while on duty during an employee's normal work hours. If the training and travel time extends beyond the employee's normal work hours and the employee agrees to attend the training, the employee will be able to ~~flex their time or if flex time is not possible within the work week, the employee will be awarded comp time.~~ **choose, at the employee's discretion, whether these hours shall be counted as flex time, comp time, or overtime.** "Comp time" and "flex time" in this Section shall apply as currently practiced at the time of ratification.

OK
T/A

Tentatively Agreed: CC 5/15/17 (County)

IMS 5/15/17 (Union)

T/A

COUNTY PROPOSAL
5/25/17
2:20 PM

Management Counter Offer
May 25, 2017
ARTICLE 31
UNIFORMS

D. Employees required to wear steel toe OSHA approved safety shoes or boots as part of their job shall receive a yearly stipend of ~~\$120 upon ratification of this contract, and \$130 effective October 1, 2013~~ ~~\$140~~ (subject to IRS Guidelines) to be used by the employee towards the purchase of safety shoes or boots.

\$145⁰⁰
UNION
COUNTER
5/25/17
3:50 PM

Tentatively Agreed:

CE County

MS Union

5/25/17

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 35
CONTRACT NEGOTIATIONS

Up to ~~four (4)~~ **six (6)** employees designated by the Union shall be allowed to attend meetings at times mutually agreed to by the County and Union for the purpose of collective bargaining negotiations without loss of pay or time. All hours compensated under this Article shall be paid at the straight time rate of pay. ~~Two (2) additional employees shall be allowed to attend such meetings without pay, if designated by the Union.~~

Leave requests will be submitted to the supervisor for approval at least five (5) working days prior to the date of absence.

All time spent attending contract negotiations under this Article shall not be deducted from the Union Steward hours bank provided in Article 6.2.

Employees designated by the Union to conduct Union contract negotiations shall record all time spent conducting negotiations by using the applicable payroll code.

OK
T/A

Tentatively Agreed: CC 5/15/17 (County)

JMS 5/15/17 (Union)

T/A

MANAGEMENT PROPOSAL – 06/02/2017
ARTICLE 36
MAINTENANCE OF BENEFITS

Section 1

The County agrees to provide and maintain any monetary benefits currently enjoyed by bargaining unit employees at the time of the ratification of this Agreement, the subject of which was not specifically addressed in this Agreement, for the duration of this Agreement.

(Examples of such benefits shall include, but not be limited to, Emergency Pay, Travel Pay, Auto Allowance, Civil Leave, Deferred Retirement Options, Employee Incentives, Bereavement Leave, Holidays, Military Leave, Personal Leave, Retirement Benefits, Tuition Reimbursement, Vacation and Sick Leave, Paid Time Off [PTO], etc., and any policy revisions presented and agreed to during bargaining on October 16, 2009.)

Section 2

Employees dismissed for misconduct will not receive their accrued PTO leave. Misconduct includes the following:

- (a) Serious criminal activities in the workplace;
- (b) Theft of Hernando County property or employee property;
- (c) Intentional Damage or destruction of Hernando County or employee property;
- (d) Unauthorized use of firearms, other weapons, or explosives on a Hernando County work site;
- (e) Being responsible for an excessive number of accidents (as outlined in the County's Driving Record policy) resulting in personal injury or injury to others while engaged in County employment;
- (f) Substantiated violation of the County Harassment policy;
- (g) The deliberate falsification of County records with the intent to deceive, misrepresent or fraudulently obtain a benefit that would not otherwise be received;
- (h) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state;

Tentatively Agreed: CC 6/2/17 (County)

(JMS) 6/2/17 (Union) *(SECTION HEADINGS ONLY)*

- (i) Using or being under the influence of alcoholic beverages, narcotics or drugs while on duty, or consumption of alcohol or other unlawful drugs during working hours or during breaks or lunch periods and operating vehicles or heavy equipment upon returning to work;
- (j) Possession/distributing alcoholic beverages, illegal drugs or narcotics on County property or equipment;
- (k) Ultimate failure to submit to a sobriety/drug test upon request; and
- (l) Engaging in serious physical violence while on County property or on duty.

Tentatively Agreed: _____ (County) _____ (Union)

The Union reserves the right to add, delete and modify any proposal at any time until the parties have reached a complete tentative agreement, subject to ratification.

ARTICLE 39
DURATION

After ratification by the bargaining unit members, this Agreement shall be subject to ratification by the Hernando County Board of County Commissioners and the date of such ratification shall become the effective date with no retroactivity as to any provision. This Agreement shall continue in full force until expiring at midnight on the 30th day of September, ~~2017~~ 2020.

Either party can notify the other of its intention to re-open the contract within not less than 120 days of the contract's expiration date. Notice by one party shall entitle the other party to notify in writing that it also intends to re-open the contract and that said notice must be delivered or mailed within thirty (30) calendar days of the receipt of the initial notice.

In the event the contract has been re-opened and contract negotiations are not completed by the expiration date above, the Agreement shall remain in effect until such time negotiations are completed.

OK
T/A

Tentatively Agreed: CC ^{5/15/17} (County)

JMS ^{5/15/17} (Union)