



UNION CONTRACT

~BETWEEN~

**THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL UNION No. 79**

~AND~

**THE HERNANDO COUNTY, FLORIDA B.O.C.C.
(COVERING PROFESSIONAL EMPLOYEES)**



OCTOBER 1, 2020 - SEPTEMBER 30, 2023

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ARTICLE 1
PREAMBLE

This Agreement is entered into by Hernando County, a Political Subdivision of the State of Florida, 20 N. Main Street, Room 264, Brooksville, FL 34601 (hereinafter referred to as the "County" or "Employer") and Teamsters Local Union No. 79, 5818 E. Martin Luther King, Jr. Blvd., Tampa, FL (hereinafter referred to as the "Union") for the Hernando County Professional Employees in the bargaining unit certified by the Public Employee Relations Commission being Certification No. 1687 (March 20, 2009) and as amended through all PERC unit clarifications.

ARTICLE 2
RECOGNITION

Section 1 – Recognition of the Parties

The County recognizes the Union as the exclusive bargaining representative of the employees listed in Section 2(a) of this Article for the purpose of collective bargaining with the County pursuant to Chapter 447 of Florida Statutes. The Union recognizes the County Administrator as the exclusive bargaining representative for the County.

Section 2 – Unit Description (Professional)

The bargaining unit shall include:

All regular full time and part time professional employees of Hernando County occupying the classifications as authorized under PERC Certification No. 1687.

The bargaining unit shall exclude:

All temporary, confidential, supervisory and managerial employees as defined in Florida State Statutes, and all other employees in accordance with the PERC Certification No. 1687.

Section 3 – Re-Titled Classifications

The parties agree that if a new classification is a successor title, or replacement title, to a classification covered by this Agreement, with no substantial change in duties, the parties shall stipulate to the inclusion of such classification in this Agreement subject to approval from PERC.

Section 4 – Additional Classifications

- A. The parties recognize that PERC is the approving authority in all cases of unit determination.
- B. In the event a classification(s) not now covered by Section 2 of this Article is created by the County and provided the parties agree that such classification(s) should be embraced within the bargaining unit; then the

County will provide the Union with a job description of such classification(s).

- C. When the parties disagree that the classification(s) should be included in the bargaining unit, the position shall be "excluded" until PERC's final determination. The County shall provide a job description to the Union and not post such position for thirty (30) days to afford the Union an opportunity to process a UC-Petition with PERC.

ARTICLE 3
NON-DISCRIMINATION

Section 1 – Non-Discrimination

The Union and the County shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and apply the provisions of this Agreement equally to all employees without discrimination because of race, color, religion, sex, national origin, age, disability, marital status, veteran status, political affiliation or membership or non-membership in the Union in accordance with applicable Federal and State law.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1

The County hereby reserves and retains all of the rights, powers, prerogatives, and controls customarily exercised by management. The County hereby further reserves and retains any constitutional, statutory, legal and regulatory, administrative, ordinance, inherent, common law and all other rights that the County possesses, as of the effective date of this Agreement to organize, plan, direct, control, operate and manage its offices and its employees. The County shall retain all of its above-stated management rights except as expressly limited or modified by a specific provision of this Agreement.

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:

- A. To establish criteria for employment including minimum required qualifications and experience for each position. To fill positions and to promote employees from amongst the best qualified candidates;
- B. To set procedures and standards by which the County shall evaluate the job performance of its employees, and the formulation and/or amendment of job descriptions;

- C. To reprimand, discipline, demote, suspend, and dismiss employees for just cause;
- D. To change or eliminate existing methods of operation, equipment, facilities or personnel due to lack of work, funds or other business reasons;
- E. To decide the number, location, method and personnel by which operations are to be conducted, including the right to determine whether or not overtime will be worked and contract or subcontract out work in whole or in part, subject to the layoff and recall provisions of this Agreement;
- F. To determine work schedules and the location of departments and facilities;
- G. To transfer employees within departments or into other departments and other job classifications subject to the provisions of this Agreement;
- H. To determine and change the size and qualifications of the work force;
- 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;
- J. To set standards of services to be offered to the public and set standards for the performance of its employees;
- K. To assign duties to employees in accordance with the County's needs and requirements and to carry out all ordinary administrative functions;
- L. To take any action deemed appropriate or necessary to guard the safety of its employees or the public, including requiring an employee to undertake a physical, mental, psychological or other examination, provided such requirement is not arbitrary, capricious, discriminatory or punitive;
- M. To designate special hours and work rules which may be in conflict with the provisions of this Agreement for employees who may be required to perform critical job functions in emergency situations; and
- N. To fulfill its legal responsibilities whenever such is not inconsistent with the terms of the Agreement or any written regulation, written rule, written order or written procedure of the County.

Section 3

The Parties hereby acknowledge that the delivery of County services to the citizenry of Hernando County in the most efficient, effective and courteous manner is of paramount importance. As such, the Board of County Commissioners shall have the sole authority to determine the purpose and mission of the County Government and the amount of budget to be adopted.

Section 4

The above listed management rights are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the County in its capacity as management.

ARTICLE 5 UNION VISITATION

The Local Union representative or his appointed designee shall be permitted access to the County's premises during all regular business hours for the purpose of ensuring that the Agreement is being adhered to, provided work schedules are not otherwise disrupted. The Director of Human Resources/Designee shall be notified at least 24 hours in advance of such visit and will be provided with the reason for the visit except in urgent safety related matters, the Human Resources Director/Designee will be notified as soon as possible. The County will not pay overtime or comp time for these visits, beyond their scheduled shift.

ARTICLE 6 UNION STEWARDS

Section 1 – Appointment of Union Stewards

The Union may designate up to seven (7) Union Stewards and one (1) appointed Alternate for each Union Steward. The Union will provide the names of the appointed Union Stewards and appointed Alternates to the Director of Human Resources. The Union shall notify the Director of Human Resources promptly of any changes of such Union Stewards. The Union Stewards and appointed Alternates shall be employees in the bargaining unit who have satisfactorily completed their probationary period.

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. Hours of 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.

Section 3 – Donating Time

If the hours utilized by the Union Stewards and appointed Alternates exceed the 336 allotted hours per year as outlined in Section 2, the bargaining unit members may donate a minimum of two (2) hours of PTO leave not to exceed another 168 hours. If any unused donated hours remain at the end of the year, they will rollover into the next year.

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;
- 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;
- C. The transmission of such messages and information which shall originate with and are authorized by the Union or its Officers, provided such messages and information have been reduced to writing and signed by an authorized Union Officer.

ARTICLE 7 **UNION BULLETIN BOARDS**

Section 1 – Bulletin Boards

The Union shall be authorized to utilize a 24" x 24" section of County provided bulletin boards at the following work sites: Courthouse, DPW, Utilities and Landfill.

The Union may install additional bulletin boards, at its own expense, at other mutually agreeable locations.

Section 2 – Bulletin Board Postings

Union bulletin boards may only be used for posting official “Post on Board” notices, and other Union authorized postings which shall be restricted to:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections and results of elections;
- C. Notices of Union appointments;
- D. Notices of Union meetings; and
- E. Minutes of Union meetings.

Section 3 – Removal of Postings

The Union is responsible for maintaining postings on such bulletin boards and ensuring they are kept in an orderly condition. Management may remove materials other than those listed in Section 2 of this Article after consultation with the Local Union Business Agent.

ARTICLE 8 UNION DEDUCTIONS

Section 1 – Dues Check-Off

The County agrees to deduct Union Dues in an amount as directed by the Union Secretary-Treasurer, from the bargaining unit employee’s wages, who execute membership dues deduction authorization cards and wish to be members of the Union, on a bi-weekly basis, for the term of this Agreement.

Section 2 – Bi-Weekly Payroll Deduction

Subject to applicable law, the County shall deduct the directed amount of each employee from his or her bi-weekly paycheck for those employees who have the prescribed payroll deduction authorization on file with the County. Such authorization shall be revocable at the employee’s will upon thirty (30) days written notice to the County and the Union. It is understood that dues are deducted prior (in advance) to the month in which they are credited to the Union member.

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.

Section 4 – Indemnity

The Union and employees shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the payroll deduction of Union dues.

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 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.

ARTICLE 10
BARGAINING UNIT WORK

Non-bargaining unit employees shall not perform bargaining unit work at any time except:

- A. When such is necessary for the purpose of instruction and/or training of personnel; or
- B. In cases of emergency or to ensure the health and safety of the general public; or
- C. When supervisory or management or other designated personnel are needed to fill in for unforeseen circumstances (which cannot otherwise be filled) for a brief period of time.

ARTICLE 11
NO INDIVIDUAL AGREEMENTS

The County agrees not to enter into any Agreement or Contract with any employee included within the bargaining unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 12
NEW HIRE ORIENTATION

The County agrees to inform the Local Union of the name, position, and date of hire of new employees and agrees to distribute the Union provided materials which will include a list of Union steward names and contact information.

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. While serving the probationary period, new employees are not eligible for promotional opportunities, or BOCC open positions and 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 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.

Section 2 – Qualification Period

Bargaining unit employees who are promoted or voluntarily transfer to another position, will serve a four (4) month qualification period. 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.

ARTICLE 14 **SENIORITY**

Section 1 – Prevailing Rights

Seniority shall prevail within job classifications and departments of the County as spelled out in this Agreement.

Section 2 – Definitions

- A. Job Classification Seniority – Classification seniority shall be defined as an employee’s total length of continuous service from his/her most recent date of placement in a job classification.
- B. Departmental Seniority – Departmental seniority shall be defined as an employee’s total length of continuous service in a bargaining unit position from his/her most recent date of placement in a County department.
- C. County Seniority – County seniority shall be defined as an employee’s total length of continuous service in a bargaining unit position from his/her most recent date of hire.

i) Employees working in classifications added to the bargaining unit through the PERC UC (unit classification) process, shall be credited all time worked in that classification toward their seniority with respect to the above-referenced definitions.

ii) Disputes regarding job classification seniority involving employees who work in classifications that have been merged, re-titled, re-classified, and/or newly created, within a department, shall recognize departmental seniority to resolve the dispute. Provided, however, that the senior employee is qualified to perform the applicable work.

Section 3 – Breaks in Seniority

Seniority may only be broken by:

- A. Resignation.
- B. Retirement.
- C. Layoff for more than one (1) year.
- D. Discharge for just cause.

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.

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, disability, marital status, 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.

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. 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.

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.

Section 7– Layoff and Recall

- A. In the event the County needs to reduce the workforce, the following positions shall be eliminated prior to the layoff of any bargaining unit employees:
 - 1. Temporary employees who are performing work within the job classifications covered by this Agreement.
 - 2. Probationary employees performing work within the job classifications covered by this Agreement.
- B. If due to the needs of the organization, regular employees must be laid off within any job classification, the order of layoff shall be based upon County seniority (with the least senior employee laid off first) unless the least senior employee possesses and uses specific or special skills, competencies, and/or training that are essential/critical to the successful operation of their County Department provided such skills are part of their job description.

If two or more employees have the same County seniority date, the following method(s) will be used to determine seniority:

The employee with the earliest signature date on the original application will be most senior. If the application is submitted electronically, the date and time of submission will be used. If the signature/submission date/time is the same, a random drawing will be used. Employee names will be placed in a container and the first name drawn will be most senior and will follow in succession. The Union Business Agent and a Human Resources representative shall be present during the drawing. The drawing shall be done by a mutually agreed upon neutral party. Once the seniority dates have been determined, they will remain in effect for the duration of employment.

- 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.
- D. Bargaining unit employees who have been laid off are eligible to apply and compete for all open bargaining unit positions. When filling open positions in the bargaining unit, preference shall be given to either laid off

employees or existing County employees who are qualified to perform the work per the position job description.

- E. In cases of layoffs, regular status employees shall be placed on the recall list of the job classification or series from which they are laid off for a period of one (1) year and they shall be given first opportunity for re-employment in the classification or series from which they are laid off in the reverse order from which the layoff occurred.
- F. In cases of recall, the County shall notify employees to be recalled by Certified U.S. Mail. All employees on layoff shall have the obligation to provide the County with his/her correct mailing address at the time of layoff. The employee shall respond to the County as soon as possible, but no later than fourteen (14) calendar days, excluding holidays, to accept or reject the recall. Failure to report within fourteen (14) calendar days shall be considered a voluntary quit, except in proven cases of extenuating circumstances (e.g. medical emergency, vacation, etc.).

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 is required 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 filled prior to employees bumping outside of their department.
 - B. The ability to perform in the job classification of the employee being displaced shall be determined by the Department Director based on the displacing employee's qualifications, proven County work record and history, or testing of job skills/knowledge.
 - C. Part-time employees may only displace part-time employees.
 - D. For purposes of displacement, seniority shall be based upon County seniority.
 - E. Employees must displace positions within their department whenever possible, prior to displacing a position outside of their department. Displacement outside of the department shall be based on the displacing employee's qualifications, proven County work record and history, or testing of job skills/knowledge.

- F. Human Resources will provide the employee with a list of the positions that they may displace at the time an employee is being notified of layoff or job elimination.
- G. The employee electing to displace another employee must notify Human Resources which position they are going to displace within ten (10) working days of being provided the list identified above in Subsection F.
- H. In the event of displacement, wages and salaries will be adjusted per the Wages and Salaries Article.
- I. Employees who displace another employee outside the department or in a position in which they have not performed previously will be required to serve another four (4) month qualification period. If after two (2) weeks in their new position the employee is not satisfied in their new position they may opt to accept the layoff. If they do not satisfactorily complete the 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.
- J. Employees who displace another employee within their department are subject to the recall provisions of this contract. Employees who displace a position in another department are not subject to the recall provisions of this contract.
- K. The date the employee(s) will move into their new position will occur once all displacements have been finalized. Generally this will occur at the beginning of a new pay period.
- L. This section shall not apply to employees who are returned to work with restrictions due to a work-related injury.

ARTICLE 15
DISCIPLINARY PROCEDURE

Section 1

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

Section 2

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

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

A verbal or written 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 Protest is submitted within then (10) days of the receipt of the verbal or written reprimand. No specific form is required. If a Letter of Protest is submitted, it shall be attached to the verbal or written reprimand and placed in the Employee's personnel file.

Section 3

Verbal and written 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 reprimands shall not be considered after one (1) year; written 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.

ARTICLE 16 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 – Grievance Definition

A grievance shall be defined as an alleged violation or dispute over the interpretation or application of any specific provision(s) of this Agreement.

Section 2 – Procedural Rules

- A. The term working days shall refer to days Monday through Friday, excluding contractual holidays.
- B. Members of the bargaining unit, Union Stewards on behalf of bargaining unit members or the Local Union, may file grievances under this Article.
- C. If the grievant does not adhere to the grievance procedure time limits set forth below, the grievance shall be deemed to have been abandoned and considered untimely.
- D. If the County does not respond to the grievance within the grievance procedure time limits set forth below, the grievance shall be advanced to the next step.
- E. Grievance procedure time limits may only be extended by mutual agreement.
- F. Any grievance presented under this Article shall be in writing on a standardized grievance form and shall contain the name and address of the grievant, the nature of the grievance, the acts giving rise to the

grievance and specific provisions of this Agreement allegedly violated, and the remedy requested.

- G. Grievance meetings conducted under this Article shall be held at times mutually agreeable to the County and the Union and as much as practicable shall be held during scheduled work hours. The grievant and any other employee(s) whom the County and the Union mutually agree are necessary to the resolution of the grievance shall suffer no loss of pay for scheduled work hours lost while attending grievance meetings; otherwise, the parties shall be responsible for the compensation of those attending the meeting. Union Stewards will be compensated as outlined in Article 6 of this Agreement.

- H. When the Union refuses to process a grievance for an employee because of the employee's non-membership in the Union, the employee shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the employee shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his/her grievance.

Section 3 – Procedural Steps

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

Step 1 INFORMAL DISCUSSION

Within ten (10) working days of the occurrence of an alleged action, an employee who feels that he/she has a grievance shall first contact their immediate supervisor and verbally discuss the alleged grievance. The employee may request that a Union Steward be present during this discussion with the immediate supervisor.

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

Step 2 GRIEVANCE MEETING

If the alleged grievance is not resolved with the immediate supervisor in Step 1, a grievance shall be filed in writing with the Department Director and copied to the Human Resources Manager within ten (10) working days of the response of the immediate supervisor.

Within ten (10) working days after receipt of the written grievance, the Department Director and the Human Resources Manager shall hold a Step 2 meeting with the grievant, and the Union Steward. The Department Director shall issue a written response to the grievant within ten (10) working days of the Step 2 meeting. The Step 2 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.

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 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.

Step 4
ARBITRATION

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

- A. Within twenty (20) 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.
- B. A copy of the written grievance shall be attached to the request for Arbitration.
- C. The request for Binding Arbitration shall include a request for a list of seven (7) "Metropolitan" arbitrators who are members of the FMCS.
- D. Once the list of seven (7) arbitrators is received by the County and the Union, beginning with the party requesting arbitration will alternately

strike panel members until only one member remains. The sole remaining member shall arbitrate the grievance.

- E. The arbitrator in his decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to the issue(s) presented to him by the parties and his decision must be based solely upon his interpretation of the meaning of the express relevant language of the Agreement.
- F. Each party shall bear the full costs for its representation in the arbitration proceedings. The parties shall share the cost of the arbitrator equally.
- G. Arbitration hearings shall be conducted in Brooksville, Florida unless otherwise agreed to in writing by the County and Union.
- H. The parties are encouraged, upon mutual agreement, to participate in dispute mediation through FMCS, or other appropriate agency, prior to the arbitration hearing in an effort to resolve the grievance issue.

ARTICLE 17 **HOURS OF WORK AND OVERTIME**

Section 1 – Workweek

A workweek for full time employees shall consist of four (4) or five (5) consecutive days of forty (40) hours of work scheduled Monday through Sunday. An employee, or management with an employee's concurrence, may request to have the employee's work week temporarily modified to have non-consecutive days off. This will require supervisor and Union Business Agent approval. The workweek may be temporarily amended based on special projects/events.

Section 2 – Workday

A workday for full time employees shall consist of a shift between six (6) and ten (10) consecutive hours to be scheduled between the hours of 12:00 am (midnight) and 11:59 pm. Work hours are established by the department. The County will provide the employee with at least five (5) workdays notice prior to changing a work schedule.

Section 3 – Computation of Hours Worked

Holidays, civil leave, and scheduled PTO (pre-approved at least 24 hours in advance) will count as hours worked for the purpose of computation of overtime. Overtime incurred as a result of scheduled (pre-approved) PTO will be paid at the rate of time and one-half, or comp time pursuant to the Pay Plan and Employee Compensation Policy, at the discretion of the employee.

Section 4 – Night Differential

All work performed between the hours of 10:00 pm and 6:00 am shall be

compensated at the Night Differential rate (half-time) in addition to their regular rate of pay.

Section 5 – Unscheduled Shifts

- A. The County shall compensate employees who perform work outside of his/her scheduled shift hours in excess of forty (40) hours per week at the rate of one and one-half (1 ½) times the regular rate of pay or comp time pursuant to the Pay Plan & Employee Compensation Policy, at the discretion of the employee. All leave hours other than holidays, civil leave and pre-approved PTO (at least 24 hours in advance) will not count toward hours worked when calculating overtime.
- B. All employees called in to perform work on his/her scheduled day off shall be guaranteed a minimum of two (2) hours at their regular rate of pay. Overtime will be applied when hours worked are greater than forty (40) per work week.

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 \$1.50 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 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.
- D. On-call employees shall not be required to “flex” hours worked beyond their scheduled work day except in cases when an employee works through the night and it would be a safety issue for them to work the following day. The two-hour minimum does not apply in this case.
- E. An employee who is contacted while away from work and who responds to the problem remotely (e.g., via phone or internet) and the time resolving the issue exceeds ten (10) minutes, will record thirty (30) minutes as time worked. Subsequent calls within each thirty (30) minutes will not

result in additional compensation. Calls exceeding thirty (30) minutes will be paid out for the actual time worked.

- F. All on-call employees will be offered a take home vehicle. An employee who is assigned "on-call" duty and is not provided a take home County vehicle will be paid mileage for his/her personal vehicle for travel to and from the County facility when responding to after hours work. All on-call vehicles will be used in accordance with the Vehicle Usage policy.

Section 7 – Billed Overtime

If an employee works extra hours where a private company is being billed, the employee will be given the option to comp the time or be paid overtime if they work more than 40 hours in the week.

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 time and a half their regular rate of pay for all hours worked during the declared emergency.

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.

Section 9 – Inclement Weather

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.

ARTICLE 18
BREAKS AND LUNCHES

Employees shall be granted a break (30-60 minutes) during each shift for a meal period. The time of the meal period as well as the duration shall be dictated by the supervisor and business necessity. Employees must receive prior approval from their supervisor if they do not take a lunch.

Employees shall be granted one (1) break period of fifteen (15) minutes duration during each half of a workday that is ten (10) hours or less. The time of the break must be approved by the supervisor.

ARTICLE 19
WAGE AND SALARY STEP PLAN

Section 1 - Step Plan Procedural Rules

- A. During the first pay period that includes October 1st of each calendar year, employees shall advance to the next higher step in the Step Plan (Appendix A), 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.

Exception 2: Employees in professional type classifications which require a four (4) year college degree 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. 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.

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

Section 2 – Reporting

The Employer shall provide a semi-annual report to the Union that includes all wage adjustments applying to bargaining unit employees occurring in the previous six (6) months.

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 the agreement beginning with the pay period including October 1, 2021, and the suspension shall sunset on September 30, 2023, at 11:59 PM. 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 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.

Section 4 – Equal Increases

For the duration of this Agreement, any increase in the pay scale, or monetary benefits, or compensation of any kind uniformly offered to non-bargaining County employees shall be equally applied to the entire Teamsters bargaining unit.

Section 5 – Working Other Classifications (Step Up Pay)

When an employee is required to assume the majority of the essential job functions as listed on the job description of a higher classification or pay grade that lasts eighty (80) consecutive hours or more, he/she shall receive a five percent (5%) pay increase upon completion of the 80th hour of actual work performed. If the employee is required to perform the same or similar job within six (6) months from the completion date of the last step-up incident, the step-up pay will begin immediately.

When a step-up employee performs work continuously in a job, prior to the 365th day, management may determine if the position will be reclassified or filled in accordance with HR policies. If an employee has performed in a step-up position continuously for one year (365 days), he/she will be deemed qualified for the position and will assume that new job classification and will be paid in accordance with Article 19, Section 5.

The qualification period will be waived for any employee who is promoted into a position for which they received step up pay for four (4) months or more.

When an employee is required to perform work in a lower classification or pay grade, he/she shall receive his/her regular pay for all such lower rated work performed.

Section 6 – Increase or Decrease in Pay Grades

Employees who accept a position which has a pay grade one (1) or two (2) levels higher than the employee's current pay grade, shall receive a pay increase of five percent (5%), or the minimum of the new pay grade, whichever is higher.

Employees who accept a position which has a pay grade three (3) levels or more higher than the employee's current pay grade, shall receive a pay increase of ten percent (10%), or the minimum of the new pay grade, whichever is higher.

Employees who accept a position which has a pay grade one (1) or two (2) levels lower than the employee's current pay grade, shall receive a pay decrease of five percent (5%) or the minimum of the new pay grade, whichever is higher. If the employee's current pay is above the maximum of the new pay grade, they would be placed at the pay grade maximum (the pay grade maximum limitation does not apply to employees notified of displacement).

Employees who accept a position which has a pay grade three (3) or more levels lower than the employee's current pay grade, shall receive a pay decrease of ten percent (10%) or the minimum of the new pay grade, whichever is higher. If the employee's current pay is above the maximum of the new pay grade, they would be placed at the pay grade maximum (the pay grade maximum limitation does not apply to employees notified of displacement).

Section 7 – Employee Convenience Days

Employees may voluntarily elect to take unpaid days considered excused absences with supervisor approval.

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 June 10, 2020 with increases for 2020/2021:

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.

- 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.

ARTICLE 21
FRS (FLORIDA RETIREMENT SYSTEM)

The County will provide for all eligible employees coverage in the Florida Retirement System. The County and its employees are bound by the rules, regulations, and contribution requirements associated with the Plan.

ARTICLE 22
LEAVES OF ABSENCE

Section 1 – Union Business

The County agrees to give up to two (2) weeks of time off (which can be consecutive) within a calendar year, without discrimination, without loss of seniority, and without pay, to an employee designated by the Union for the purpose of Union business provided that five (5) days advanced notice is given to the County and is approved by the supervisor. No such request shall be denied unless granting the time off would create a verifiable operational burden. The notice shall specify the length of time off.

Section 2 – FMLA (Subject to any revisions enacted by law which improve benefits for employees other than those listed below)

- A. Eligibility for FMLA (Family Medical Leave Act)
1. An employee who has worked with Hernando County at least twelve (12) months and who has worked at least 1250 hours in the last twelve (12) months prior to the beginning day of leave may be entitled to twelve (12) workweeks of paid/unpaid leave in any rolling twelve (12) month period under the provisions of the FMLA of 1993.
 2. FMLA may be granted for the following reasons:
 - a) To care for a newborn child or for placement of a child with the employee through foster care or adoption.
 - b) To care for a child, parent or spouse who has a serious or terminal health condition.
 - c) To attend to a personal serious health condition which renders the employee unable to perform the essential functions of their job.
 3. An employee who takes an extended leave for any FMLA qualifying reason may be deemed by Hernando County to be on FMLA for the purpose of calculating time using the following twelve (12) months. Failure to complete FMLA paperwork or to receive official notification of leave approval will not automatically disqualify an employee's leave from being considered FMLA. FMLA will also run concurrent to

workers' compensation leave when an employee is out for a work related illness or injury.

B. Request for FMLA

1. Request for FMLA, paid or unpaid, shall be submitted in Executime to the employee's supervisor and must be approved by the Department Manager and Human Resources Director.
2. Documentation qualifying the FMLA leave must be submitted to the Human Resources Department so that approval may be granted. In the case of an employee's own personal illness or injury, the FMLA physician's certification form must be filled out by the employee's treating physician.
3. Employees may be required to use up to 50% of their accrued vacation leave, sick leave and/or PTO leave if applicable, during the course of the FMLA. When the duration of the leave is known, with approval of the Human Resources Director, vacation, sick time, and PTO may be stretched out over the course of the entire leave in order to cover insurance benefit premiums during the twelve (12) weeks of FMLA. Use of the paid leave (i.e. sick, vacation or PTO) will apply toward the twelve (12) week entitlement and is not in addition to this entitlement.
4. Leave may be requested on an intermittent basis or on a reduced workweek schedule if medically necessary. The employee must provide medical certification within twenty-five (25) days of the date requested. The employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The employee may be required to transfer temporarily to a position with equal pay and benefits that better accommodates recurring period of leave or a reduced work schedule.
5. Upon returning from FMLA, the employee is entitled to return to the same position held when the leave began or to a similar position with equivalent benefits and pay, unless the position would have been eliminated had the employee not been on leave. In such circumstances, the employee may apply for any other vacant position for which they are qualified. Should the leave continue beyond the twelve (12) workweek period, reinstatement rights are at the discretion of Hernando County.
6. An employee granted FMLA will continue to be covered under the County's insurance plans under the same conditions and coverage as during the leave period. An employee is not entitled to PTO accruals during the period of unpaid leave. The employee will have the option of continuing health care coverage by paying for all or part of health insurance premiums for any period beyond the initial twelve (12) weeks if granted.

7. An employee who fails to return to work on the date specified on the leave request form without receiving an extension in advance is subject to disciplinary action up to and including termination. Employees who do not return from FMLA leave must reimburse Hernando County for any health insurance payments made on their behalf during the duration of the leave, unless the employee is physically unable to return to work.

C. Return to Regular Employment

1. An employee's position will be held only as set forth in the provisions of the FMLA for the first twelve (12) weeks of leave, if the employee qualifies for such leave. Employee's not granted FMLA, or whose FMLA time has expired, will no longer be guaranteed their position, but may return at the discretion of the Department Director if a job is still available.
2. The County will make a reasonable effort to return the employee to their former position or a similar position in the same classification in another department, if possible. If no opening exists, the employee may apply for any open posted positions that become available or for which they are qualified.

Section 3 – Personal Leave

A. Eligibility for Personal Leave

1. Regular employees, having satisfactorily completed the initial six (6) months probationary period, may be granted personal leave without pay.
2. Personal Leave may be granted for a period not exceeding six (6) months, provided that the department manager deems such leave to be justified and not detrimental to the operations of the department.
3. Personal leave, if approved, will run concurrent to any approved FMLA and the total leave shall not exceed six (6) months. In exceptional cases, leave may be extended, upon approval by the department director and the Director of Human Resources.
4. Personal leave is intended to be used for health, education, pregnancy or extenuating and/or extraordinary personal reasons.

B. Request for Personal Leave

1. Request for personal leave, without pay, shall be submitted in Executime to the employee's supervisor and approved by the department manager.

2. Prior to requesting personal leave for medical reasons, the employee must utilize any/all accrued sick leave, vacation leave and or PTO leave.
- C. Benefits while on Personal Leave.
1. Group life, health and dental insurance coverage, for both the employee and dependents, may be continued while on approved personal leave, provided that premiums for coverage (both employee and dependents) are paid and kept current by the employee. Employees may have the right to continue these insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. Retainment of insurance benefits must be made by the employee, through the Human Resources Department.
 2. Employees will not receive holiday pay, or earn PTO leave while on personal leave without pay.
- D. Return to Regular Employment.
1. Employees granted personal leave shall contact their supervisor or department manager two (2) weeks prior to expiration of granted personal leave in order to facilitate the reinstatement process.
 2. Employees that do not contact their supervisor or department manager and do not return to work upon expiration of granted personal leave will be considered absent without leave. Absence without leave for three (3) consecutive workdays is considered that the employee has resigned and will be handled as such. Absence without leave for less than three (3) days can be grounds for disciplinary action in accordance with the policy.

Section 4 – Military Leave (Subject to any revisions enacted by law)

- A. Short-term Military Leave.
1. Eligibility of Short-term Military Leave
 - a. Short-term military leave will be granted to employees in accordance with this policy and Chapter 115 of Florida Statutes.
 - b. Employees are eligible for short-term military leave when they are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval Services or members of the National Guard.
 2. Use of Short-term Military Leave

- a. Eligible employees will be granted leave, when serving as reserve officers or enlisted personnel in the United States military or naval services or members of the National Guard, when ordered to engage in training under the provisions of the United States military or naval training regulations, when assigned to active or inactive duty AND/OR when serving in the volunteer forces of the United States, or in the National Guard of the State, or in the regular Army or Navy of the United States, when the same shall be called into active service of the United States during war between the United States and a foreign government.
 - b. Short-term military leave will not exceed seventeen (17) working days in an annual period. The seventeen (17) working day maximum shall be calculated for employees as follows:
 - i. 40 hours-a-week employees will be granted seventeen (17) working days, whether eight (8) hour days or ten (10) hour days.
 - ii. 56 hours-a-week employees shall be granted seventeen (17) workdays, where shifts over twelve (12) hours and up to twenty-four (24) hours shall be equal to two (2) working days leave of absence.
3. Payment of Short-term Military Leave – Employees that have been granted leave of absence through the use of short-term military leave will be paid in full their normal rate of pay without loss of vacation leave benefits, efficiency ratings, promotional status, and retirement privileges for their leave period.
 4. Request for Short-term Military Leave
 - a. Request for short-term military leave shall be submitted in Executime to the employee’s supervisor, with approval by the department manager. The request must have proper documentation attached for approval. The request shall be submitted for approval at least fourteen (14) days prior to the requested day or as soon as possible. A copy of the approved form with documentation will be submitted to the Payroll Office, by the department, during the payroll that employee is to receive compensation.
 - b. Any request for military leave beyond seventeen (17) days in an annual period should refer to this policy regarding longer-term military leave.

B. Long-term Military Leave

1. Eligibility of Long-term Military Leave

- a. Long-term military leave will be granted to employees in accordance with this policy and Chapter 115 of Florida Statutes.
- b. Employees are eligible for long-term military leave when they are assigned (drafted, volunteered, ordered) to active military service/duty in connection with the United States Reserve Forces or the National Guard. Employees shall be granted long-term military leave, without pay, for any period extending beyond granted short-term military leave (Section I.D. of Leave of Absence Policy).

2. Request for Long-term Military Leave – Request for long-term military leave shall be submitted in Executime to the employee's supervisor, with the approval of the department manager. The request must have proper documentation attached for approval. Request should be submitted for approval as soon as possible.

3. Benefits while on Long-term Military Leave

- a. Employees granted long-term military leave will be paid by Hernando County for the first thirty (30) calendar days of leave. Employees will be paid according to their regular work schedule beginning with the first day of their long-term military leave.
- b. Employees granted long-term military leave may request all monies due the employee, including unused leave balances, at separation of leaving County employment for active military service/duty.
- c. Group life, health and dental insurance coverage, for both the employee and dependents, may be continued while on approved long-term military leave, provided that premiums for coverage of employee's dependents are paid and kept current by the employee.
 - i. The county agrees to pay the employer's portion of benefits for a period up to one (1) calendar year following commencement of military leave of absence as requested by employee.
 - ii. Following one (1) calendar year, the employee may have the right to continue insurance coverage under COBRA of 1986. Retainment of insurance benefits must be made by the employee through the Human Resources Department.

- d. Employees will not accrue PTO leave while on long-term military leave.
4. Return to Regular Employment
- a. Upon separation from military service/duty, the employee must request reinstatement, in writing to his/her supervisor or department manager within thirty (30) calendar days of his/her official military separation date.
 - b. The County may require the employee to submit to a physical examination to determine fitness to perform the duties of the position that the employee is returning.
 - c. Employee will be reinstated at the rate of salary that they would have received, including all adjustments (exclusive of merit increase) that the employee would have received if they had remained in continuous service.
 - d. Employee will be entitled to be reinstated to the position that they held prior to military leave or a comparable position at the same rate of salary.
 - e. If the position left by the employee has been reclassified or renamed during the period of long-term military leave, the employee shall be entitled to reinstatement in the reclassified/renamed position.
 - f. If the employee is not capable of satisfactorily performing the required duties of their prior position, they will be entitled to, by reinstatement, a position as comparable as possible in rate of salary and duties of the one the employee left.
 - g. If the employee volunteers for an additional tour of military duty or decides to re-enlist voluntarily, they shall forfeit employment reinstatement rights, as provided within this policy.
 - h. Employee will earn and accrue PTO leave at the rate that the employee would have been earning leave if they had remained continuously in the employment of the County, upon returning to employment.

Section 5 – Civil Leave

- A. Eligibility/Use of Civil Leave
 - 1. All regular employees who are summoned to jury duty or who are subpoenaed to appear in court as a witness in relation to their

position with the County will be granted civil leave and given time off with pay for the actual time spent on jury duty or court appearance.

2. Employees subpoenaed to court as a witness for reasons not connected to their official position with the County are not eligible for civil leave. Time used will be charged to employee's vacation leave, PTO leave, or granted as leave without pay.
3. At the discretion of the County Administrator, civil leave may be granted to an employee who is subpoenaed to appear in court in relation to their previous position with another government agency.

B. Request for Civil Leave

1. Employees must notify their supervisor or department manager immediately upon receiving summons or subpoena.
2. Request for civil leave shall be submitted in Executime to the employee's supervisor, with approval by the department manager. The request must have attached a copy of summons or subpoena. (NOTE: Departments may establish a departmental policy for operational needs which may not require the employee to request civil leave for court witness in relation to the employee's official position of employment.)

C. Payment of Civil Leave

1. Employees will be paid in full their normal rate of pay without loss of vacation leave or benefits, when civil leave has been granted.
2. Employees will submit to the County any payment received from jury duty or witness fees, etc., when such payment is for time that the employee has been/is compensated by the County.
3. Non-exempt employees, subpoenaed to court appearance in relation to their position with the County will receive overtime pay for hours required over forty (40) or fifty-six (56) for firefighters during the workweek.
4. If an employee is released or excused they are required to report immediately to their supervisor for the remainder of the workshift.

Section 6 – Leave Requests

All leave requests and paid time off requests shall be approved or denied within three (3) business days after the requested leave has been submitted to the employee's supervisor. Leave requests shall be approved based on a first come/first serve basis. HR Policy for Paid Time Off (PTO) HR05-14.1 will be revised to reflect this change.

ARTICLE 23
OUTSIDE EMPLOYMENT

Full time employees are discouraged, but not restricted from engaging in other employment during their off duty hours. It is understood that County employment is considered the primary employment. Employees may not engage in outside employment that would interfere with the performance of their County duties or be in conflict with County interest.

Any employee who engages in outside employment in conflict with County interest in violation of County policy and/or State Statute, may be subject to disciplinary action up to and including discharge.

ARTICLE 24
PERSONNEL FILES

Each employee will have the right (with reasonable notice) to examine all material, including any evaluations, contained in any personnel records concerning any such employee, and the County shall provide one (1) copy to the employee at no cost.

Whenever any material of a disciplinary or performance related nature, including evaluations, is inserted into the personnel file or records of an employee, such employee will be promptly notified and given a copy of such material. The employee will then have fourteen (14) calendar days from the date of receipt in which to include in his/her personnel file a response to such document.

ARTICLE 25
EXAMINATION OF RECORDS

In the case of a dispute involving, but not limited to, the amount of time worked, the County shall make available, as per the Florida Records Act, to the Union for examination, the employee's time records, other relevant documents and information for the investigation of and/or processing of grievances.

ARTICLE 26
PHYSICAL EXAMINATIONS

- A. Any work required physical examination, vaccination, laboratory or drug test of bargaining unit employees shall be at the County's expense.
- B. The County reserves the right to determine medical service provider(s) for work required medical services. The service providers will be local unless the service is not available within the County.
- C. All medical records information shall be kept in the employee's confidential health file in accordance with Florida Statutes and HIPPA. All medical records received by the County will be available to the employee who is examined, upon his/her written request. The physician will notify the County of any employee who does not meet any minimum standards affecting the employee's safety.

ARTICLE 27
REQUIRED CERTIFICATIONS & TRAINING

- A. Whenever the County/State requires an employee to complete a course(s) as part of their current position, or the course is deemed as a requirement in the best interest of the County, any tuition, books, certification fees or other related fees or charges will be paid by the County. In the event an employee is unsuccessful in completing a course, subsequent costs related to completing the course will be the responsibility of that employee.
- 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 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.
- C. Employees may be required to attend training classes during their off duty days ONLY when it is unavoidable due to scheduling or course availability. In such cases the Employer shall provide a minimum of fourteen (14) calendar days advance written notice and the employee shall be paid at his/her overtime rate of pay in accordance with Federal Labor Standards Act (FLSA).
- D. Employees who miss mandatory training as a result of unverified sick leave, vacation leave, or do not agree to attend an available training session that may occur outside their normal work hours, shall be responsible for acquiring the mandatory training during their own time, provided that the employee was given fourteen (14) calendar days advance written notice of the training and that the training is not offered during an employee's normal scheduled work hours.
- E. The County and the Union Business Agent shall establish written procedures for a training/upward mobility plan detailing training opportunities available which would assist employees to obtain promotions within each Department's organizational structure. Training/Upward Mobility opportunities will be internally posted within the appropriate Department and will be provided based on seniority and technical prequalification as outlined in each written procedure. The County may at its sole discretion pay for any training for this upward mobility opportunity.

ARTICLE 28
EMPLOYEE ASSISTANCE PROGRAM PROCEDURE

- A. Eligibility – Active, full time employees who are regularly scheduled for more than thirty (30) hours per week will be eligible to use the Employee Assistance Program. The eligibility waiting period is defined as completion of thirty (30) days of full time employment. The effective date of coverage

would be the 1st of the following month after completion of this waiting period.

B. Functions of Employee Assistance Program (EAP)

1. Counseling assistance for alcohol and drug abuse; emotional, marital, family, financial, and legal problems; and other related problems which can affect job performance, employee health, safety and morale.
2. Most problems can be successfully resolved if identified in early stages and if referral is made to appropriate resources for treatment. Employees are encouraged to voluntarily seek the services of the Employee Assistance Program to help them and their family.
3. While most employees will seek the services on a self referral basis, referral to the EAP can also be made by management based upon job performance difficulties. Requesting help from the EAP will not cause disciplinary action.
4. Employees are allowed up to three (3) visits per incident at no charge. Payment for any visits to the EAP after the initial three (3) visits per incident will be the responsibility of the employee. These additional costs may be covered by the employee's medical insurance.
5. Everyday problems affecting the employee's work performance may also affect the employee's family. Therefore, the EAP is available to the employee's immediate family members.
6. All EAP client records will be kept strictly confidential and will not be noted in any official company record or in the employee's personnel file. Information from the EAP may only be released with the written permission of the employee or in response to State or Federal Statutes/Regulations or by court order. In the event of a supervisory referral to the EAP, the supervisor will only be informed whether the employee is participating in the EAP. The supervisor will not be notified of any specific information about the employee's problem, unless specified written consent to do so is provided by the employee. Voluntary self-referrals are not reported to company staff unless required by law or virtue of the specific nature of the job assignment and government regulations.

ARTICLE 29
SAFETY

- A. A Safety Council exists which includes representatives from all major departments and Constitutionals (excluding the Sheriff's office). Each

department has a representative for safety related issues. The Union may designate three (3) representatives to serve on the Safety Council.

- B. The County agrees that safety shall be given a high priority. The County shall perform all necessary replacements or repair to equipment in a reasonable amount of time. If a necessary replacement or repair cannot be completed due to budgetary restraints, the piece of equipment will be red tagged, taken out of service, and the Safety Council will be notified.
- C. The Safety Council shall meet every other month (or more often if so required) to discuss the topics of health and the safety of all department employees. The Safety Council will review and make recommendations of protective and safety equipment and establish procedures to the highest standards possible.
- D. The County shall consider and respond to the Safety Council for any recommendations in good faith. The County shall also seek the input from this Council prior to implementing any changes in safety procedures.
- E. No employee shall be required to use unsafe, faulty or damaged equipment or perform any unsafe work act.
- F. Jobs that are deemed hazardous in accordance with State or Federal guidelines must be staffed by no less than two (2) employees.

ARTICLE 30
LOSS OF PERSONAL EQUIPMENT OR PROPERTY

The County shall carry a tool insurance policy for all employees that are required in their job description to use personal tools on the job. The insurance policy covers verified damaged or stolen tools.

Upon ratification of this Agreement, employees shall submit a list of any tools, equipment or other personal property to be covered by this provision. Upon visual inspection of the tools on the list, the appropriate County representative will sign off on such list and provide a copy to the employee and maintain a copy for Risk Management. The final determination of insurance coverage will be made by the insurance company.

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 \$155 (subject to IRS Guidelines) to be used by the employee towards the purchase of safety shoes or boots.
- E. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms. A cleaning service may be available through the County.
- F. If uniform item(s) become unserviceable (torn beyond repair, unpresentable, stained, etc.) the employee must launder the items and request a replacement.
- G. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement. The employee can make payment for the item over-the-counter or have the cost withheld from his/her pay.
- H. When an employee terminates with the County or is transferred to a position of which wearing a uniform is not required, the employee shall return all uniform items to their immediate supervisor no later than the date of termination or reassignment. All returned items must be laundered.
- I. If an employee fails to return any uniform item(s), the cost of the unreturned item(s) will be deducted from the employee's final payment in accordance with the Fair Labor Standards Act (FLSA).
- J. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.
- K. Employees may not wear County uniforms not considered "street clothing" in any capacity other than when they are performing official business for the County.

ARTICLE 32
EMPLOYEE LEGAL DEFENSE

To the extent allowed by law, the County agrees to defend any employee sued on any claim for negligence arising out of his/her employment with the County and when such employees were acting within the scope of his/her duties.

ARTICLE 33
NO STRIKES OR LOCKOUTS

- A. There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failure or refusal to perform assigned work (as per State Statute 447.505) by the employees or the Union and there will be no lockouts by the County for the duration of this Agreement. The Union supports the County fully in maintaining normal operations. Any employee who participates in or promotes the above activities shall be discharged.
- B. The County agrees to make every effort to avoid requiring Union members to interact with employees of other employers who are participating in a labor dispute, while such Union members are performing work for the County.
- C. Nothing in this Article shall be construed to be a limitation of any First Amendment rights afforded to employees under the United States Constitution.

ARTICLE 34
SUCCESSOR CLAUSE

Should the County enter into formal negotiations with a private entity, relative to the possible takeover by the private entity of work currently being performed by the Bargaining Unit members, and which could result in the layoff or reassignment to another classification in lieu of layoff of Bargaining Unit members, the County will advise the Union of such negotiations, solicit the Union's input through the Business Agent and shall give such input serious and good faith consideration. In no event, shall such input delay the County's pursuit of such services through the competitive bidding process. Nothing herein shall limit or restrict the County from its management rights as set forth in Article 4 (Management Rights) and pursuant to State Statute.

ARTICLE 35
CONTRACT NEGOTIATIONS

Up to 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.

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.

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;
- (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.

ARTICLE 37
PAST PRACTICES

Countywide practices and policies relating to terms and conditions of employment now existing, not raised in the bargaining process and not in conflict with this Agreement shall remain in effect. The County agrees to meet and discuss, upon request, with the Union regarding elimination or modification of these practices and policies. The application, elimination, or modification of these practices and policies are not grievable. The County reserves the right to change non-monetary policies in compliance with this Article.

ARTICLE 38
SAVINGS CLAUSE

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner as determined by either party. Upon such a determination, the Parties shall meet within thirty (30) days to negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

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, 2023.

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.

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**ARTICLE 40
EXECUTION**

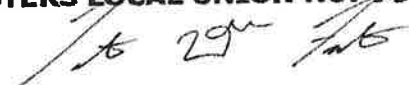
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

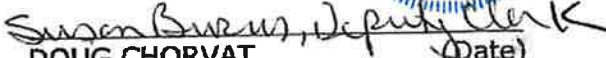
ATTEST:


JOHN SHOLTÈS
Secretary-Treasurer
(Date) 8/2/21

TEAMSTERS LOCAL UNION NO. 79

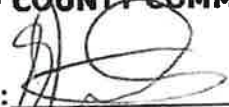

By: _____
TATE D.M. FOSTER (Date)
Business Agent

ATTEST:


DOUG CHORVAT
Clerk
(Date)



**THE HERNANDO COUNTY BOARD
OF COUNTY COMMISSIONERS**


By: _____
JOHN ALLOCCO (Date) 7-27-2021
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Deputy County Attorney

APPENDIX A (PAGE 1 OF 2) WAGE AND SALARY STEP PLAN - EFFECTIVE 10/1/2020

*Steps 1 - 9 = 3%
*Steps 10 - 16 = 3%

WAGE & SALARY STEP PLAN APPENDIX A - ARTICLE 19 EFFECTIVE SEPTEMBER 23, 2019

As of 9/23/19 - includes 2.2% CPI (2018)

Pay Grade	MID							MAX									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
200	\$18,886.40	\$19,448.00	\$20,030.40	\$20,633.60	\$21,236.80	\$21,881.60	\$22,547.20	\$23,212.80	\$23,920.00	\$24,752.00	\$25,480.00	\$26,249.60	\$27,040.00	\$27,851.20	\$28,683.20	\$29,536.00	\$31,012.80
201	\$19,864.00	\$20,446.40	\$21,070.40	\$21,694.40	\$22,339.20	\$23,025.60	\$23,712.00	\$24,419.20	\$25,147.20	\$26,000.00	\$26,769.60	\$27,580.80	\$28,412.80	\$29,265.60	\$30,139.20	\$31,033.60	\$32,156.80
202	\$20,862.40	\$21,466.40	\$22,131.20	\$22,796.80	\$23,462.40	\$24,169.60	\$24,897.60	\$25,646.40	\$26,416.00	\$27,289.60	\$28,172.00	\$28,953.60	\$29,827.20	\$30,721.60	\$31,636.80	\$32,593.60	\$33,737.60
203	\$21,881.60	\$22,526.40	\$23,212.80	\$23,899.20	\$24,627.20	\$25,355.20	\$26,124.80	\$26,894.40	\$27,705.60	\$28,662.40	\$29,515.20	\$30,409.60	\$31,304.00	\$32,260.80	\$33,217.60	\$34,216.00	\$35,443.20
204	\$22,880.00	\$23,566.40	\$24,273.60	\$25,011.60	\$25,750.40	\$26,520.00	\$27,310.40	\$28,121.60	\$28,974.40	\$30,076.80	\$30,992.00	\$31,907.20	\$32,864.00	\$33,862.40	\$34,860.80	\$35,921.60	\$37,232.00
205	\$24,128.00	\$24,856.00	\$25,604.80	\$26,374.40	\$27,164.80	\$27,976.00	\$28,808.00	\$29,681.60	\$30,555.20	\$31,616.00	\$32,552.00	\$33,529.60	\$34,548.80	\$35,568.00	\$36,649.60	\$37,752.00	\$39,083.20
206	\$25,355.20	\$26,124.80	\$26,894.40	\$27,705.60	\$28,537.60	\$29,390.40	\$30,284.80	\$31,200.00	\$32,136.00	\$33,176.00	\$34,174.40	\$35,193.60	\$36,254.40	\$37,356.80	\$38,459.20	\$39,624.00	\$41,017.60
207	\$26,624.00	\$27,414.40	\$28,225.60	\$29,078.40	\$29,952.00	\$30,846.40	\$31,782.40	\$32,739.20	\$33,716.80	\$34,819.20	\$35,859.20	\$36,940.80	\$38,043.20	\$39,187.20	\$40,372.80	\$41,579.20	\$43,118.40
208	\$27,934.40	\$28,766.40	\$29,640.00	\$30,513.60	\$31,428.80	\$32,385.60	\$33,363.20	\$34,381.60	\$35,380.80	\$36,608.00	\$37,710.40	\$38,833.60	\$39,998.40	\$41,204.80	\$42,432.00	\$43,700.80	\$45,260.80
209	\$29,328.00	\$30,222.40	\$31,116.80	\$32,052.80	\$33,009.60	\$34,008.00	\$35,027.20	\$36,088.00	\$37,169.60	\$38,417.60	\$39,561.60	\$40,747.20	\$41,974.40	\$43,243.20	\$44,532.80	\$45,864.00	\$47,507.20
210	\$30,804.80	\$31,720.00	\$32,676.80	\$33,654.40	\$34,673.60	\$35,713.60	\$36,774.40	\$37,876.80	\$39,020.80	\$40,352.00	\$41,558.40	\$42,806.40	\$44,096.00	\$45,406.40	\$46,779.20	\$48,172.80	\$49,999.20
211	\$32,323.20	\$33,300.80	\$34,299.20	\$35,339.20	\$36,400.00	\$37,481.60	\$38,604.80	\$39,769.60	\$40,955.20	\$42,348.80	\$43,617.60	\$44,928.00	\$46,280.00	\$47,652.80	\$49,088.00	\$50,564.80	\$52,374.40
212	\$33,945.60	\$34,964.80	\$36,025.60	\$37,086.40	\$38,209.60	\$39,353.60	\$40,539.20	\$41,745.60	\$43,014.40	\$44,470.40	\$45,801.60	\$47,174.40	\$48,588.80	\$50,044.80	\$51,563.20	\$53,102.40	\$55,016.00
213	\$35,630.40	\$36,691.20	\$37,793.60	\$38,937.60	\$40,102.40	\$41,308.80	\$42,536.00	\$43,825.60	\$45,136.00	\$46,675.20	\$48,089.60	\$49,524.80	\$51,000.00	\$52,544.00	\$54,121.60	\$55,744.00	\$57,720.00
214	\$37,440.00	\$38,563.20	\$39,707.20	\$40,913.60	\$42,140.80	\$43,388.80	\$44,699.20	\$46,030.40	\$47,424.00	\$49,046.40	\$50,502.40	\$52,020.80	\$53,580.80	\$55,203.20	\$56,846.40	\$58,552.00	\$60,632.00
215	\$39,312.00	\$40,476.80	\$41,704.00	\$42,952.00	\$44,241.60	\$45,572.80	\$46,924.80	\$48,339.20	\$49,795.20	\$51,459.20	\$52,998.40	\$54,600.00	\$56,243.20	\$57,928.00	\$59,654.40	\$61,443.20	\$63,648.00
216	\$41,267.20	\$42,494.40	\$43,784.00	\$45,094.40	\$46,446.40	\$47,840.00	\$49,275.20	\$50,752.00	\$52,270.40	\$54,059.20	\$55,681.60	\$57,345.60	\$59,072.00	\$60,840.00	\$62,670.40	\$64,542.40	\$66,830.40
217	\$43,264.00	\$44,553.00	\$45,884.80	\$47,278.40	\$48,692.80	\$50,148.80	\$51,646.40	\$53,206.40	\$54,808.00	\$56,742.40	\$58,448.00	\$60,195.20	\$62,004.80	\$63,866.00	\$65,789.60	\$67,745.60	\$70,200.00
218	\$45,489.60	\$46,862.40	\$48,256.00	\$49,712.00	\$51,209.60	\$52,728.00	\$54,308.80	\$55,952.00	\$57,636.80	\$59,612.80	\$61,401.60	\$63,232.00	\$65,124.80	\$67,080.00	\$69,097.60	\$71,177.60	\$73,694.40
219	\$47,756.80	\$49,192.00	\$50,688.00	\$52,187.20	\$53,768.00	\$55,369.60	\$57,033.60	\$58,739.20	\$60,507.20	\$62,566.40	\$64,438.40	\$66,372.80	\$68,369.60	\$70,408.00	\$72,529.60	\$74,692.80	\$77,376.00
220	\$50,169.60	\$51,667.20	\$53,227.20	\$54,828.80	\$56,472.00	\$58,166.80	\$59,904.00	\$61,692.80	\$63,544.00	\$65,707.20	\$67,683.20	\$69,700.80	\$71,801.60	\$73,944.00	\$76,169.60	\$78,457.60	\$81,244.80
221	\$52,644.80	\$54,225.60	\$55,868.80	\$57,532.80	\$59,259.20	\$61,048.00	\$62,878.40	\$64,750.40	\$66,705.60	\$68,972.80	\$71,052.80	\$73,174.40	\$75,379.20	\$77,646.40	\$79,976.00	\$82,368.00	\$85,280.00
222	\$55,286.40	\$56,950.40	\$58,656.00	\$60,424.00	\$62,233.60	\$64,105.60	\$66,019.20	\$67,995.20	\$70,033.60	\$72,425.60	\$74,588.80	\$76,835.20	\$79,144.00	\$81,515.20	\$83,969.60	\$86,486.40	\$89,585.60
223	\$58,052.80	\$59,800.00	\$61,588.80	\$63,440.00	\$65,332.80	\$67,308.80	\$69,326.40	\$71,406.40	\$73,548.80	\$76,065.60	\$78,332.80	\$80,683.20	\$83,116.80	\$85,612.80	\$88,171.20	\$90,812.80	\$94,057.60
224	\$60,985.60	\$62,816.00	\$64,708.80	\$66,643.20	\$68,640.00	\$70,699.20	\$72,820.80	\$75,004.80	\$77,251.20	\$79,672.00	\$82,264.00	\$84,718.40	\$87,276.80	\$89,897.60	\$92,580.80	\$95,368.00	\$98,758.40
225	\$64,022.40	\$65,956.80	\$67,932.00	\$70,072.00	\$72,237.60	\$74,435.20	\$76,646.80	\$78,748.80	\$81,099.20	\$83,644.80	\$86,361.60	\$89,140.80	\$91,924.00	\$94,369.60	\$97,148.40	\$100,110.40	\$103,688.00
	\$30.78	\$31.71	\$32.66	\$33.64	\$34.65	\$35.69	\$36.76	\$37.86	\$38.99	\$40.31	\$41.52	\$42.76	\$44.05	\$45.37	\$46.73	\$48.13	\$49.85

APPENDIX A – PAGE 2 OF 2
WAGE AND SALARY STEP PLAN – EFFECTIVE 10/1/2020

Pay Grade	MID																	MAX
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	
226	\$67,225.60	\$69,243.20	\$71,302.40	\$73,444.80	\$75,649.60	\$77,916.80	\$80,267.20	\$82,659.20	\$85,155.20	\$88,046.40	\$90,688.00	\$93,412.80	\$96,220.80	\$99,091.20	\$102,065.60	\$105,144.00	\$108,908.80	
227	\$70,553.60	\$72,675.20	\$74,859.20	\$77,105.60	\$79,414.40	\$81,785.60	\$84,240.00	\$86,777.60	\$89,377.60	\$92,478.80	\$95,243.20	\$98,092.80	\$101,046.40	\$104,083.20	\$107,203.20	\$110,406.40	\$114,337.60	
228	\$74,099.60	\$76,315.20	\$78,603.20	\$80,953.60	\$83,387.20	\$85,883.20	\$88,462.40	\$91,104.00	\$93,849.60	\$97,052.80	\$99,964.80	\$102,980.80	\$106,059.20	\$109,241.60	\$112,528.00	\$115,897.60	\$120,057.60	
229	\$77,812.80	\$80,142.40	\$82,534.40	\$85,009.60	\$87,568.00	\$90,188.80	\$92,892.80	\$95,680.00	\$98,550.40	\$101,899.20	\$104,956.80	\$108,118.40	\$111,363.20	\$114,712.00	\$118,144.00	\$121,680.00	\$126,068.80	
230	\$81,702.40	\$84,136.00	\$86,673.60	\$89,273.60	\$91,936.00	\$94,702.40	\$97,552.00	\$100,464.00	\$103,480.00	\$107,016.00	\$110,219.20	\$113,526.40	\$116,937.60	\$120,432.00	\$124,051.20	\$127,774.40	\$132,350.40	
231	\$85,779.20	\$88,337.60	\$91,000.00	\$93,724.80	\$96,532.80	\$99,444.80	\$102,419.20	\$105,497.60	\$108,659.20	\$112,361.60	\$115,731.20	\$119,204.80	\$122,782.40	\$126,464.00	\$130,270.40	\$134,180.80	\$138,964.80	
232	\$90,043.20	\$92,747.20	\$95,534.40	\$98,404.80	\$101,358.40	\$104,395.20	\$107,515.20	\$1,069,059.20	\$114,067.20	\$117,977.60	\$121,513.60	\$125,174.40	\$128,918.40	\$132,787.20	\$136,780.80	\$140,878.40	\$145,912.00	
233	\$94,577.60	\$97,406.40	\$100,339.20	\$103,334.40	\$106,454.40	\$109,636.80	\$112,923.20	\$116,313.60	\$119,808.00	\$123,884.80	\$127,608.00	\$131,435.20	\$135,387.20	\$139,443.20	\$143,624.00	\$147,929.60	\$153,233.60	
297	\$112,632.00	\$116,001.60	\$119,475.20	\$123,073.60	\$126,755.20	\$130,561.60	\$134,472.00	\$138,507.20	\$142,667.20	\$148,241.60	\$152,692.80	\$157,288.80	\$161,990.40	\$166,857.60	\$171,870.40	\$177,028.80	\$183,913.60	
300	\$54.15	\$55.77	\$57.44	\$59.17	\$60.94	\$62.77	\$64.65	\$66.59	\$68.59	\$71.27	\$73.41	\$75.61	\$77.88	\$80.22	\$82.63	\$85.11	\$88.42	

COUNTY ADMINISTRATOR & COUNTY ATTORNEY CONTRACTED EMPLOYEES PAY GRADE

APPENDIX B
EMPLOYER HEALTH INSURANCE CONTRIBUTIONS

For Fiscal Year 2020-2021, all full-time employees shall receive, twenty-four (24) pay periods annually, health insurance benefit contributions, (a/k/a "Benefit Dollars") as provided below:

- | | |
|------------------------|-------------------------|
| 1) Employee Only | \$472.00 Per Pay Period |
| 2) Employee + Spouse | \$553.00 Per Pay Period |
| 3) Employee + Children | \$553.00 Per Pay Period |
| 4) Employee + Family | \$625.00 Per Pay Period |

Members of Negotiating Committee

Teamsters Local 79	Hernando County BOCC
John Sholtes (Chief Negotiator)	Michelle Posewitz (Chief Negotiator)
Mike Hall	Scot Hechler
Adam Isrow	Scott Herring
Diane Kafrissen	Ricky Leach
Keith Larson	Gordon Onderdonk
Brandon Thomas	Tobey Phillips
Angel Turner	
Paul Wieczorek/Retired	